

COLLECTIVE AGREEMENT

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU

-AND-

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

MAY 1, 2022 – APRIL 30, 2025

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**| TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
HOUSE BUILDERS COLLECTIVE AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of May, 2022.

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 O.L.R.B. Geographic Area Nos. 7, 8, 18 and 27, 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 forepersons, watchpersons 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) Low Rise Housing for the purposes of this Agreement shall also include Light Wood Framed Apartment Buildings ("LWFAB"), being apartment buildings where the building superstructure is light wood framed and also those where the superstructure is a mix of concrete (including Slab on Grade/Core Slab) and light wood framing. The use of LVL, CLT, NLT or other engineered wood products, or other beams or posts in a light wood framed superstructure does not alter the character of a light wood framed building. The parties agree that the use of pre-fabricated light wood floor or wall panels, including those containing steel studs, are included in the definition of light wood framing; and
- (d) 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 (excluding LWFAB as defined in Article 1.01 above), 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) For all projects other than Light Wood Framed Apartment Buildings as defined in Article 1.01 (excluding those in the District of Muskoka), 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; including (i) the installation of all exterior air / moisture barrier and insulation behind brick, block, masonry or stucco, (ii) the covering, tarping or untarping of all masonry/stucco scaffolding, and (iii) the exterior installation of EIFS/stucco.

For the purpose of clarity, “installation of exterior EIFS/stucco” includes any application of exterior stucco onsite but does not include the installation of any prefabricated exterior wall assembly manufactured off-site.

- (vi) Marble, Tile and Terrazzo. Counter-tops are not included in the definition of marble, tile, terrazzo work;
- (vii) Interior railings.

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.

Light Wood Framed Apartment Buildings

- (b) For Light Wood Framed Apartment Buildings as defined in Article 1.01 (excluding those in the District of Muskoka), 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, and concrete forming associated with underground parking garages, slab on grade, or the concrete forming part of the building superstructure;
 - (ii) Concrete and Drain;
 - (iii) Self-levelling of concrete floors; Note – The application for dry-pack and/or self-compacting concrete materials is not included in this definition;
 - (iv) Frame Carpentry;
 - (v) Buried Internal Site Services installed by, or contracted or sub-contracted by, the Employer;

- (vi)** Bricklaying, including (i) the installation of all exterior air/moisture barrier and insulation behind brick, block, masonry or stucco, (ii) the covering, tarping or untarping of all masonry/stucco scaffolding, and (iii) the exterior installation of EIFS/stucco;

For the purpose of clarity, “installation of exterior EIFS/stucco” includes any application of exterior stucco onsite but does not include the installation of any prefabricated exterior wall assembly manufactured off-site;

- (vii)** Effective May 1, 2023, in suite Marble, Tile and Terrazzo. Note: countertops and custom cut slab products are not included in the definition of in-suite marble, tile and 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.

- (c)** Except in the District of Muskoka, 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 the Employer 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.

- (d) Should a contract or subcontract for general on-site labour, as defined in Article 1, 1.01 and Schedule “A”, 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.

- (e) The parties agree that the installation of air/moisture barrier or insulation on the exterior of low-rise housing or of Light Wood Framed Apartment Building may also be assigned to the framing contractor and/or framing pieceworker who frames the house when the walls are erected. However, if the installation of air/moisture barrier or insulation on the exterior of low-rise housing or of Light Wood Framed Apartment Building is contracted or subcontracted separately from the framing, then it shall be contracted or subcontracted to a contractor or subcontractor bound to the collective agreement between the MCUTV and MCAT.

- (f) For the purposes of clarity, the Parties agree that the installation of air/moisture barrier on the exterior of low rise housing, the installation of insulation on the

exterior of low rise housing behind brick, block, stone, the installation of air/moisture barrier on the exterior of Light Wood Framed Apartment Building or of insulation behind brick, block, stone or stucco on exterior of Light Wood Framed Apartment Building may be performed by a builder's direct labourers employed under this Agreement.

- (g) 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.
- (h) On the signing of the Collective Agreement, and thereafter by January 15th of each following year, the Bureau shall provide the Union with a current copy of its membership list.
- (i) 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 them 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 their 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 (1st) pay issued to the employees each calendar month and remit the same to the Union not later than the fifteenth (15th) day of the following month to the Secretary/Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their Social Insurance Numbers from whose pay such deductions have been made.

2.05 Working Dues

- (a) 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.
- (b) 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.

2.06 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.

2.07 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 their 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 employees 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 they have 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 they have discussed the matter with their Job Superintendent and given them an opportunity of dealing with the complaint. The employee may have a Steward or Business Representative present, if they so desire.

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 (1st) 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:

Derek Rogers
Michael Horan
Harvey Beresford

Provided that the arbitrator can schedule a hearing within thirty (30) days of the referral of the grievance to them 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 their 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 their 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 their 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 - LOCAL AREA SCHEDULES

8.01 Attached are Schedules setting out the hours of work together with Schedules summarizing the wages and benefits for:

1. Schedule "A1" to Board Area 8 and Simcoe County South. For clarity, Simcoe County South is defined as the City of Barrie and that part of Simcoe County south of Highway 26 in Board Area 18, but excluding Clearview County ("Simcoe County South");
2. Schedule "A2" to Simcoe County North and the District of Muskoka. For clarity, Simcoe County North is defined as all parts of Simcoe County in Board Area 18 other than Simcoe County South.; and
3. Schedule "A3" to Board Areas 7 and 27.

8.02 It is understood and agreed that when an employee covered by Schedule A1 performs work in an area in which they do not regularly work, all terms and conditions of Schedule A1 shall be maintained. When an employee covered by another Schedule performs work in an area in which they do not regularly work, all terms and conditions of their Schedule shall be maintained unless the employee is working in an OLRB Geographic Area where such terms and conditions are governed by another Schedule forming part of this Agreement which provides for more beneficial terms and conditions for the employee, in which case the more beneficial terms and conditions shall apply while they are in that area.

ARTICLE 9 - TRAVEL ALLOWANCE

9.01 Where an Employer requires an employee to be out of town overnight, then a room and board allowance shall be paid or provided to the employee.

9.02 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.

9.03 No travelling expenses will be paid on jobs located within-"the Travel Free Zone" as defined herein. The Travel Fee Zone is defined as follows:

- (i)** The Greater Toronto Free Zone shall consist of the area shown on the map at Schedule "B1" and shall be applicable to employees working in and out of Board Area 8 and Simcoe County South.
- (ii)** The Simcoe County Free Zone shall consist of the area shown on the map at Schedule "B2" and shall be applicable to employees working in and out of Simcoe County.
- (iii)** The Wellington Dufferin Free Zone shall consist of Board Areas 7 and 27, as shown on the map at Schedule B3 and shall be applicable to employees working in and out of that area.
- (iv)** The Muskoka Free Zone shall be the District of Muskoka as shown on the map at Schedule B4 and shall be applicable to employees working in and out of that area.

9.04 Where an employee is sent to work outside of the Travel Free Zone as defined in 9.03, the Employer shall pay a minimum of an additional 30 minutes per day at straight time as a travel time allowance. Travel beyond 30 minutes from the border of the Travel Free Zone shall be paid at actual travel time in quarter of an hour increments

one way. Travel time allowance is in addition to the normal working day and does not count for the purpose of calculation of overtime, but shall be subject to benefits and contributions.

ARTICLE 10 - UNION REPRESENTATIVE

10.01 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) employees retained by the Employer on the project providing that they are 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 they shall not be discriminated for, or against.

10.02 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.

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

10.04 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 they are competent and capable of performing the remaining work.

ARTICLE 11 - PRODUCTIVITY

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

11.02

(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.

11.03 As provided in the *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.

11.04 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 12 - SHELTER – SANITATION – SAFETY – TOOLS

12.01 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).

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

12.03 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.

12.04 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 them at no cost to the employee. If an employee, at termination of employment, does not return the said helmet, they shall be charged the cost.

12.05 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.

12.06 The Employer shall, at its own expense, furnish to any work person injured in their 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 their regular rate of pay.

12.07 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.

12.08 A Health and Safety Representative who is certified and on the Joint Health and Safety Committee will receive an extra \$0.30 per hour.

12.09 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.

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

ARTICLE 13 - LAY-OFF

13.01 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")

13.02 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.

13.03

- (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 their seniority date with that Employer shall revert back to the date of first (1st) 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.

13.04 An existing member will lose their recall rights with any particular employer, and shall be deemed to be terminated if they:

- (i) Fail to return to work upon termination of an authorized leave of absence, unless a reason satisfactory to the Employer is given;
- (ii) Fail 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 them of their 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 them;
- (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.

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

ARTICLE 14 - REINSTATEMENT UPON RETURN FROM ABSENCE RESULTING FROM COMPENSABLE ACCIDENT

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

14.02 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.

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

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

ARTICLE 15 - INDUSTRY UPGRADING AND RETRAINING

15.01 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 Labourers' Local 183 Members' Training and Rehabilitation Fund together with a duly completed Employer's Contribution Report Form by the fifteenth (15th) 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 16 - LOCAL 183 MEMBERS' TRAINING FUND/INDUSTRY UPGRADING AND RETRAINING

16.01 The Employer shall contribute the sum of twenty cents (\$0.20) per hour for each hour worked by each employee covered by this Agreement to the Labourers' Local 183 Members' Training and Rehabilitation Fund together with a duly completed Employer's Contribution Report Form by the fifteenth (15th) day of the month following the month for which the payments are due.

16.02 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.

16.03 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.

16.04 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.

16.05 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.

16.06 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.

16.07 Where notice has been given to the Union under Article 16.06, an employer is required to provide to the Union all appropriate and required information related to the review / investigation.

ARTICLE 17 - WELFARE, PENSION, TRAINING, MEMBER'S BENEFIT FUND, LEGAL AND OTHER REMITTANCES

17.01 PENSION PLAN AND LABOURERS' CENTRAL AND EASTERN CANADA ORGANIZING FUND (CECOF)

- (a) Effective May 1, 2022, the Employer agrees to pay the ſum of eight dollars and twenty-nine cents (\$8.29) 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.

- (b) Effective April 30, 2023, the Employer agrees to pay the sum of eight dollars and thirty-nine cents (\$8.39) 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.
- (c) Effective April 28, 2024, the Employer agrees to pay the sum of eight dollars and forty-nine cents (\$8.49) 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.
- (d) If the Labourers' Pension Fund of Central and Eastern Canada is unable to accept the contributions, including for employees over the age of 71 or working while also receiving a pension, then the Employer shall pay an equivalent amount into a non-pension fund as designated by Local 183 and/or the Pension Fund Administrator.

17.02 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 May 1, 2022, the Employer shall pay twenty-five cents (\$0.25) for each hour worked;

17.03 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 (15th) day of the month following the month for which the hours were worked.

17.04 WELFARE

Effective May 1, 2022 the Employer agrees to pay three dollars and seventy-five cents (\$3.75) for each hour worked by each employee into Labourers' Local 183 Members' Benefit Fund 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 April 30, 2023 the Employer agrees to pay the sum of three dollars and ninety cents (\$3.90) for each hour worked by each employee.

Effective April 28, 2024 the Employer agrees to pay the sum of four dollars and five cents (\$4.05) for each hour worked by each employee.

17.05 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 May 1, 2022 the sum of sixty cents (\$0.60) per hour;

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

17.06 RETIREE BENEFITS

- (a) Effective May 1, 2022 the Employer agrees to pay the amount of one dollar and ten cents (\$1.10) per hour worked by each employee represented by Local 183 to the Labourers' 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 April 30, 2023, the Employer agrees to pay the amount of one dollar and twenty cents (\$1.20) per hour worked by each employee. Effective April 28, 2024, the Employer agrees to pay the amount of one dollar and thirty cents (\$1.30) 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 (15th) day of the month following the month for which the payment is due for payment to the said Retiree Benefit Fund.

17.07

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 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 Benefits Fund monthly, together with a duly completed Employer's Contribution Report Form, by the fifteenth (15th) day of the month following the month for which the payment is due.
- (c) In the event that the Trustees of the Labourers' Local 183 Prepaid Legal Benefits 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 Labourers' Local 183 Prepaid Legal Benefits 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' 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.

17.08

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 and Rehabilitation 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 and Rehabilitation 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 18 - SUNDAYS, STATUTORY HOLIDAYS AND VACATION PAY

18.01 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

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

18.03 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 (15th) day of the month following the month for which the payments are due.

It is understood and agreed that the said ten percent (10%) 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.

18.04 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.

**ARTICLE 19 - DEEMED ASSIGNMENT OF COMPENSATION UNDER THE
*EMPLOYMENT STANDARDS AMENDMENT ACT, 1991***

19.01 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 20 - DELINQUENCY

20.01 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 21 - DURATION OF AGREEMENT

21.01 This Agreement shall become effective the 1st day of May, 2022 and shall remain in effect until April 30, 2025 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, 2025 or in a like period in any year thereafter.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA 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

“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 their 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 REPORTING ALLOWANCE

An employee who reports for work at their regular reporting time at the Employer's shop or job site, unless directed not to report the previous day by their 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 their regular reporting time at the Employer's shop or site, unless directed not to report the previous day by their 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.

1.05 COFFEE AND LUNCH BREAKS

The employee will be allowed to have two (2) coffee breaks, once during each half of their 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 their last known address within forty-eight (48) hours from the time of termination, unless termination is voluntary, in which case they will receive them by their 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 - CLASSIFICATIONS AND WAGES

3.01 The classifications and wages for employees covered by this Agreement (other than panel installers covered by Schedule "D" Panels and Schedule "E" Light Wood Framed Apartment Building) are as set out in the following:

- (a)** Schedule A1 (Board Area 8, and Simcoe County South);

- (b) Schedule A2 (Simcoe County North (including Clearview County) and the District of Muskoka; and
- (c) Schedule A3 (Board Area 7 and 27)

3.02 It is understood that:

- (a) The hourly rates in Schedule A2 are 15% less than in Schedule A1;
- (b) The hourly rates in Schedule A3 are 10% less than in Schedule A1; and
- (c) The benefit and contributions packages are the same for all areas.

3.03 As per Article 12.08, a Health and Safety Representative who is certified and on the Joint Health and Safety Committee will receive an extra \$0.30 per hour.

3.04 Handyperson/Servicepersons shall be paid five percent (5%) above the Labourers' Base Rate.

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

3.06 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 grandfathered as journeyperson labourers and will be considered as such by all employers bound to this agreement;
- (b) The ratio of journeyperson 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 journeyperson 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 journeyperson rate for the entire period of their employment prior to them becoming registered;

- (h)** If the ratio with respect to journeyperson and apprentices is not complied with by any employer then all apprentices shall receive the full journeyperson rate for the relevant period of employment;

- (i)** It is agreed that prior to laying off any journeyperson all apprentices will be laid off. It is further agreed that prior to recalling any apprentices to work, all journeyperson 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.

**SCHEDULE "A1" –
SUMMARY OF WAGES AND BENEFITS -
BOARD AREA 8, AND "SIMCOE COUNTY SOUTH"
being the City of Barrie and that part of Simcoe County south of Highway 26 and
excluding Clearview County ("Simcoe County South")**

Labourer, Handyperson, Carpenter, and Foreperson Schedule

Group 1 - Labourer	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
	05/01/2022	\$36.25	\$3.62	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$54.36	WORKING DUES OPDC - EMPLOYEE	\$0.50	\$54.86
	04/30/2023	\$37.47	\$3.75	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$56.06	3% 3%	\$0.50	\$56.56
	04/28/2024	\$38.70	\$3.87	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$57.76	3%	\$0.50	\$58.26

EFFECTIVE DATE	HOURLY RATE	Group 1A Handyperson 105% of Labourer Rate														EMPLOYER TOTAL COST
		VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND		
05/01/2022	\$38.06	\$3.81	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$56.36	3%	\$0.15	\$0.50	\$56.86	
04/30/2023	\$39.34	\$3.93	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$58.11	3%	\$0.15	\$0.50	\$58.61	
04/28/2024	\$40.64	\$4.06	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$59.89	3%	\$0.15	\$0.50	\$60.39	

EFFECTIVE DATE	HOURLY RATE	Group 2 - Carpenter														EMPLOYER TOTAL COST
		VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND		
05/01/2022	\$40.25	\$4.02	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$58.76	3%	\$0.15	\$0.50	\$59.26	
04/30/2023	\$41.47	\$4.15	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$60.46	3%	\$0.15	\$0.50	\$60.96	
04/28/2024	\$42.70	\$4.27	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$62.16	3%	\$0.15	\$0.50	\$62.66	

Group 3 - Foreperson (105% of Labourer)															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$38.06	\$3.81	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$56.36	3%	OPDC - EMPLOYEE	\$0.50	\$56.86
04/30/2023	\$39.34	\$3.93	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$58.11	3%	OPDC - EMPLOYEE	\$0.50	\$58.61
04/28/2024	\$40.64	\$4.06	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$59.89	3%	OPDC - EMPLOYEE	\$0.50	\$60.39

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 BOARD AREA 8 AND SIMCOE COUNTY SOUTH

Apprentices 60% - 0 - 600 Hours				EMPLOYEE DEDUCTIONS	TOTAL PACKAGE	PROMO. FUND	CECOF	PREPAID LEGAL	TRAINING	PENSION	RETIREE FUND	WELFARE	LONG TERM CARE	RETIREE FUND	TOTAL COST EMPLOYER
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	INDUSTRY FUND												
05/01/2022	\$21.75	\$2.18	\$0.50	OPDC - EMPLOYEE \$0.15	\$30.03	\$0.20	\$0.25		\$0.20		\$1.10	\$3.75	\$0.60	\$1.10	\$30.53
04/30/2023	\$22.48	\$2.25	\$0.50	WORKING DUES 3%	\$31.08	\$0.20	\$0.25		\$0.20		\$1.20	\$3.90	\$0.60	\$1.20	\$31.58
04/28/2024	\$23.22	\$2.32	\$0.50	OPDC - EMPLOYEE \$0.15	\$32.14	\$0.20	\$0.25		\$0.20		\$1.30	\$4.05	\$0.60	\$1.30	\$32.64

Apprentices 70% - 601 to 1200 Hours				EMPLOYEE DEDUCTIONS	TOTAL PACKAGE	PROMO. FUND	CECOF	PREPAID LEGAL	TRAINING	PENSION	RETIREE FUND	WELFARE	LONG TERM CARE	RETIREE FUND	TOTAL COST EMPLOYER
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	INDUSTRY FUND												
05/01/2022	\$25.38	\$2.54	\$0.50	OPDC - EMPLOYEE \$0.15	\$34.02	\$0.20	\$0.25		\$0.20		\$1.10	\$3.75	\$0.60	\$1.10	\$34.52
04/30/2023	\$26.23	\$2.62	\$0.50	WORKING DUES 3%	\$35.20	\$0.20	\$0.25		\$0.20		\$1.20	\$3.90	\$0.60	\$1.20	\$35.70
04/28/2024	\$27.09	\$2.71	\$0.50	OPDC - EMPLOYEE \$0.15	\$36.40	\$0.20	\$0.25		\$0.20		\$1.30	\$4.05	\$0.60	\$1.30	\$36.90

Apprentice 80% - 1201 - 1800 Hours			EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
		WORKING DUES													OPDC - EMPLOYEE			
			05/01/2022	\$29.00	\$2.90	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$46.39	3%	\$0.15	\$0.50	\$46.89
			04/30/2023	\$29.98	\$3.00	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$47.82	3%	\$0.15	\$0.50	\$48.32
			04/28/2024	\$30.96	\$3.10	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$49.25	3%	\$0.15	\$0.50	\$49.75

Apprentice 90% - 1801 - 2400 Hours			EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
		WORKING DUES													OPDC - EMPLOYEE			
			05/01/2022	\$32.63	\$3.26	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.38	3%	\$0.15	\$0.50	\$50.88
			04/30/2023	\$33.72	\$3.37	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.93	3%	\$0.15	\$0.50	\$52.43
			04/28/2024	\$34.83	\$3.48	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.50	3%	\$0.15	\$0.50	\$54.00

Apprentice 100% - 2401 Hours & Beyond - Group 1 – Labourer															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$36.25	\$3.62	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$54.36	3%	OPDC - EMPLOYEE DUES	\$0.15	\$54.86
04/30/2023	\$37.47	\$3.75	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$56.06	3%		\$0.15	\$56.56
04/28/2024	\$38.70	\$3.87	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$57.76	3%		\$0.15	\$58.26

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 HANDYPERSON / SERVICEPERSON
BOARD AREA 8 AND SIMCOE COUNTY SOUTH**

Apprentice 60% - 0 - 600 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE		
05/01/2022	\$22.84	\$2.28	\$3.75	\$0.60	\$1.10	\$0.20				\$0.25	\$0.20	\$31.22	3%	\$0.15	\$0.50	\$31.72	
04/30/2023	\$23.61	\$2.36	\$3.90	\$0.60	\$1.20	\$0.20				\$0.25	\$0.20	\$32.32	3%	\$0.15	\$0.50	\$32.82	
04/28/2024	\$24.38	\$2.44	\$4.05	\$0.60	\$1.30	\$0.20				\$0.25	\$0.20	\$33.42	3%	\$0.15	\$0.50	\$33.92	

Apprentice 70% - 601 to 1200 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE		
05/01/2022	\$26.64	\$2.66	\$3.75	\$0.60	\$1.10	\$0.20				\$0.25	\$0.20	\$35.40	3%	\$0.15	\$0.50	\$35.90	
04/30/2023	\$27.54	\$2.75	\$3.90	\$0.60	\$1.20	\$0.20				\$0.25	\$0.20	\$36.64	3%	\$0.15	\$0.50	\$37.14	
04/28/2024	\$28.44	\$2.84	\$4.05	\$0.60	\$1.30	\$0.20				\$0.25	\$0.20	\$37.88	3%	\$0.15	\$0.50	\$38.38	

Apprentice 80% - 1201 - 1800 Hours			EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
															WORKING DUES	OPDC - EMPLOYEE		
			05/01/2022	\$30.45	\$3.05	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$47.99	3%	\$0.15	\$0.50	\$48.49
			04/30/2023	\$31.47	\$3.15	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.46	3%	\$0.15	\$0.50	\$49.96
			04/28/2024	\$32.51	\$3.25	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$50.95	3%	\$0.15	\$0.50	\$51.45

Apprentice 90% - 1801 - 2400 Hours			EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
															WORKING DUES	OPDC - EMPLOYEE		
			05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
			04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
			04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

Apprentice 100% - 2401 Hours & Beyond - Group 1A - Handyperson/Serviceperson															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC-EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$38.06	\$3.81	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$56.36	3%	\$0.15	\$0.50	\$56.86
04/30/2023	\$39.34	\$3.93	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$58.11	3%	\$0.15	\$0.50	\$58.61
04/28/2024	\$40.64	\$4.06	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$59.89	3%	\$0.15	\$0.50	\$60.39

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 "A2" –
SUMMARY OF WAGES AND BENEFITS -
SIMCOE COUNTY NORTH AND THE DISTRICT OF MUSKOKA**

(Note: Simcoe County North being defined as all parts of Simcoe County other than Simcoe County South)

Labourer, Handyperson, Carpenter, and Foreperson Schedule

Group 1 - Labourer	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
	05/01/2022	\$30.81	\$3.08	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$48.38	3%	\$0.15	\$48.88
	04/30/2023	\$31.85	\$3.19	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.88	3%	\$0.15	\$50.38
	04/28/2024	\$32.90	\$3.29	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$51.38	3%	\$0.15	\$51.88

Group 1A Handyperson 105% of Labourer Rate	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO.FUND	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
	05/01/2022	\$32.35	\$3.24	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.08	3%	\$0.15	\$50.58
	04/30/2023	\$33.44	\$3.34	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.62	3%	\$0.15	\$52.12
	04/28/2024	\$34.54	\$3.45	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.18	3%	\$0.15	\$53.68

Group 2 - Carpenter	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO.FUND	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
	05/01/2022	\$34.21	\$3.42	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.12	3%	\$0.15	\$52.62
	04/30/2023	\$35.25	\$3.53	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.62	3%	\$0.15	\$54.12
	04/28/2024	\$36.30	\$3.63	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.12	3%	\$0.15	\$55.62

Group 3 - Foreperson (105% of Labourer)															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
05/01/2022	\$32.35	\$3.24	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.08	3%	\$0.15	\$0.50	\$50.58
04/30/2023	\$33.44	\$3.34	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.62	3%	\$0.15	\$0.50	\$52.12
04/28/2024	\$34.54	\$3.45	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.18	3%	\$0.15	\$0.50	\$53.68

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 NORTH AND THE DISTRICT OF MUSKOKA**

Apprentice 60% - 0 - 600 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST	
														WORKING DUES	OPDC - EMPLOYEE		
		05/01/2022	\$18.49	\$1.85	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$26.44	3%	\$0.15	\$0.50	\$26.94
		04/30/2023	\$19.11	\$1.91	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$27.37	3%	\$0.15	\$0.50	\$27.87
		04/28/2024	\$19.74	\$1.97	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$28.31	3%	\$0.15	\$0.50	\$28.81

Apprentice 70% - 601 to 1200 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST	
														WORKING DUES	OPDC - EMPLOYEE		
		05/01/2022	\$21.57	\$2.16	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$29.83	3%	\$0.15	\$0.50	\$30.33
		04/30/2023	\$22.29	\$2.23	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$30.87	3%	\$0.15	\$0.50	\$31.37
		04/28/2024	\$23.03	\$2.30	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$31.93	3%	\$0.15	\$0.50	\$32.43

Apprentice 80% - 1201 - 1800 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
		05/01/2022	\$24.65	\$2.47	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$41.61	3%	\$0.15	\$0.50	\$42.11
		04/30/2023	\$25.48	\$2.55	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$42.87	3%	\$0.15	\$0.50	\$43.37
		04/28/2024	\$26.32	\$2.63	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$44.14	3%	\$0.15	\$0.50	\$44.64

Apprentice 90% - 1801 - 2400 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
		05/01/2022	\$27.73	\$2.77	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$44.99	3%	\$0.15	\$0.50	\$45.49
		04/30/2023	\$28.66	\$2.87	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$46.37	3%	\$0.15	\$0.50	\$46.87
		04/28/2024	\$29.61	\$2.96	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$47.76	3%	\$0.15	\$0.50	\$48.26

Apprentice 100% - 2401 Hours & Beyond - Group 1 – Labourer															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$30.81	\$3.08	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$48.38	3%	OPDC - EMPLOYEE	\$0.50	\$48.88
04/30/2023	\$31.85	\$3.19	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.88	3%	WORKING DUES	\$0.50	\$50.38
04/28/2024	\$32.90	\$3.29	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$51.38	3%	EMPLOYEE	\$0.50	\$51.88

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.**

EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
05/01/2022	\$32.35	\$3.24	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.08	3%	\$0.15	\$0.50	\$50.58
04/30/2023	\$33.44	\$3.34	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.62	3%	\$0.15	\$0.50	\$52.12
04/28/2024	\$34.54	\$3.45	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.18	3%	\$0.15	\$0.50	\$53.68

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.**

EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
05/01/2022	\$36.23	\$3.62	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$54.34	3%	\$0.15	\$0.50	\$54.84
04/30/2023	\$37.32	\$3.73	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$55.89	3%	\$0.15	\$0.50	\$56.39
04/28/2024	\$38.43	\$3.84	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$57.46	3%	\$0.15	\$0.50	\$57.96

Group 3 - Foreperson (105% of Labourer)															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

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.**

Apprentice 80% - 1201 - 1800 Hours			EMPLOYEE DEDUCTIONS		TOTAL PACKAGE	PROMO. FUND	CECOF	PREPAID LEGAL	TRAINING	PENSION	RETIREE FUND	LONG TERM CARE	WELFARE	VACATION PAY - 10 %	HOURLY RATE	EFFECTIVE DATE	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$26.10	\$2.61	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	3%	\$0.15	\$0.50	\$43.70
04/30/2023	\$26.98	\$2.70	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	3%	\$0.15	\$0.50	\$45.02	
04/28/2024	\$27.86	\$2.79	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	3%	\$0.15	\$0.50	\$46.34	

Apprentice 90% - 1801 - 2400 Hours			EMPLOYEE DEDUCTIONS		TOTAL PACKAGE	PROMO. FUND	CECOF	PREPAID LEGAL	TRAINING	PENSION	RETIREE FUND	LONG TERM CARE	WELFARE	VACATION PAY - 10 %	HOURLY RATE	EFFECTIVE DATE	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$29.36	\$2.94	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	3%	\$0.15	\$0.50	\$47.29
04/30/2023	\$30.35	\$3.04	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	3%	\$0.15	\$0.50	\$48.73	
04/28/2024	\$31.35	\$3.14	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	3%	\$0.15	\$0.50	\$50.18	

Apprentice 100% - 2401 Hours & Beyond - Group 1 - Labourer															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$32.63	\$3.26	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.38	3%	\$0.15	\$0.50	\$50.88
04/30/2023	\$33.72	\$3.37	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.93	3%	\$0.15	\$0.50	\$52.43
04/28/2024	\$34.83	\$3.48	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.50	3%	\$0.15	\$0.50	\$54.00

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.**

SUMMARY OF WAGES AND BENEFITS
APPRENTICESHIP SCHEDULE – HANDYPERSON/SERVICEPERSON
BOARD AREAS 7 AND 27

– Handy person/Serviceperson

Apprentice 60% - 0 - 600 Hours													EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE			
05/01/2022	\$20.56	\$2.06	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$28.72	3%	\$0.15	\$0.50	\$29.22	
04/30/2023	\$21.25	\$2.13	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$29.73	3%	\$0.15	\$0.50	\$30.23	
04/28/2024	\$21.94	\$2.19	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$30.73	3%	\$0.15	\$0.50	\$31.23	

Apprentice 70% - 601 to 1200 Hours													EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE			
05/01/2022	\$23.98	\$2.40	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$32.48	3%	\$0.15	\$0.50	\$32.98	
04/30/2023	\$24.79	\$2.48	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$33.62	3%	\$0.15	\$0.50	\$34.12	
04/28/2024	\$25.60	\$2.56	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$34.76	3%	\$0.15	\$0.50	\$35.26	

Apprentice 80% - 1201 - 1800 Hours																					
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST						
05/01/2022	\$27.41	\$2.74	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$44.64	3%	\$0.15	\$0.50	\$45.14						
04/30/2023	\$28.33	\$2.83	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$46.00	3%	\$0.15	\$0.50	\$46.50						
04/28/2024	\$29.26	\$2.93	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$47.38	3%	\$0.15	\$0.50	\$47.88						

Apprentice 90% - 1801 - 2400 Hours																					
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST						
05/01/2022	\$30.83	\$3.08	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$48.40	3%	\$0.15	\$0.50	\$48.90						
04/30/2023	\$31.87	\$3.19	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.90	3%	\$0.15	\$0.50	\$50.40						
04/28/2024	\$32.91	\$3.29	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$51.39	3%	\$0.15	\$0.50	\$51.89						

Apprentice 100% - 2401 Hours & Beyond - Group 1A - Handyperson/Serviceperson															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE DUES	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

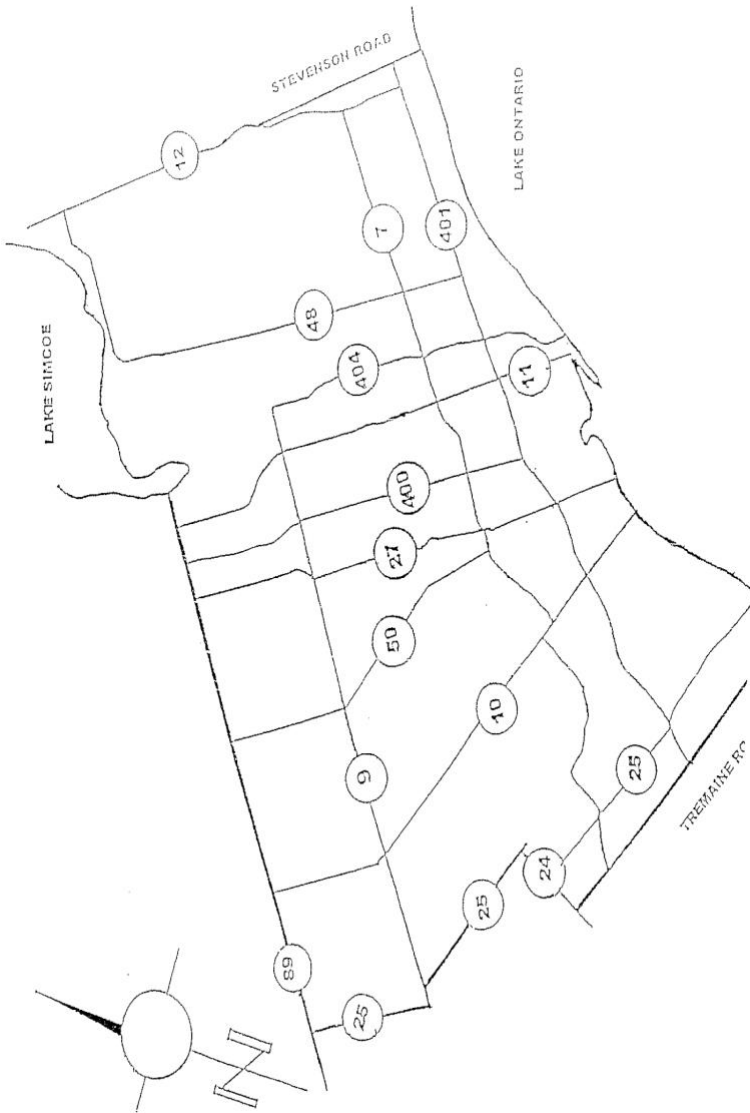
Deductions from Wage → Working Dues: 3% of Gross Hourly Wages

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 "B1" –

GREATER TORONTO FREE ZONE



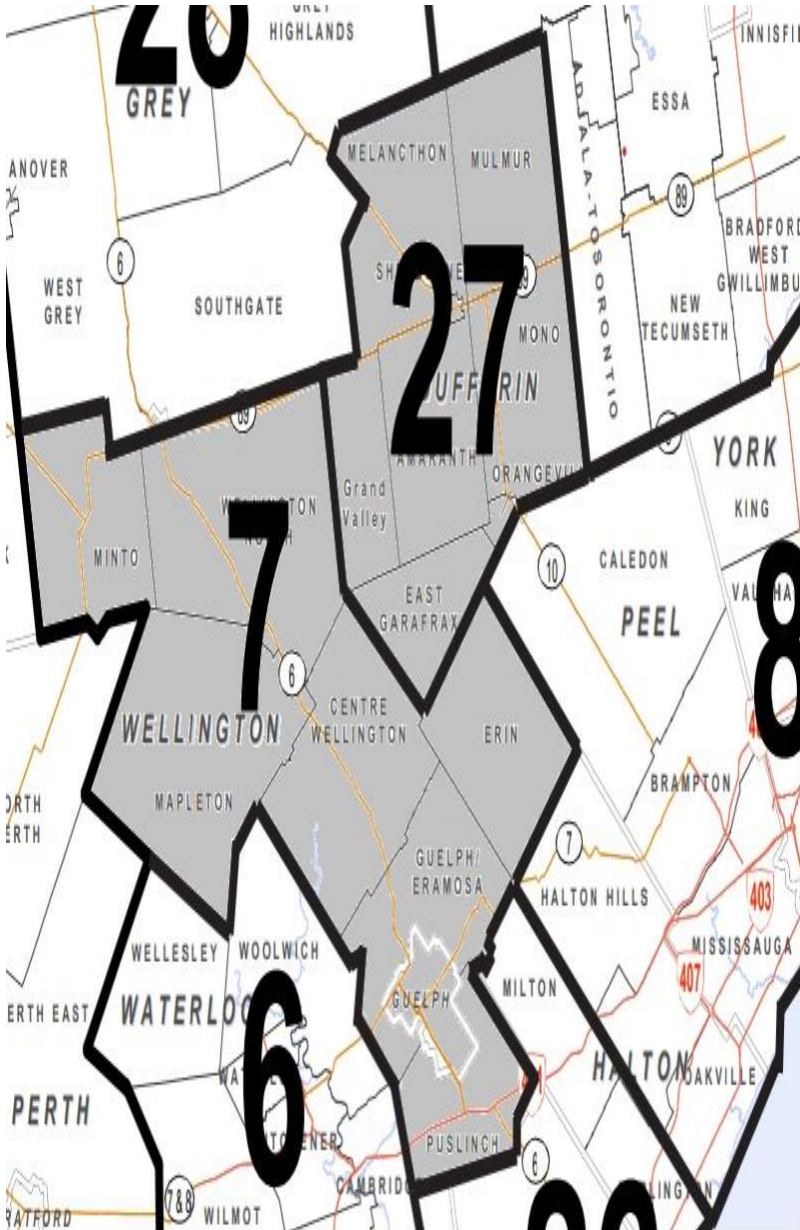
SCHEDULE "B2" –

SIMCOE COUNTY FREE ZONE



SCHEDULE "B3" –

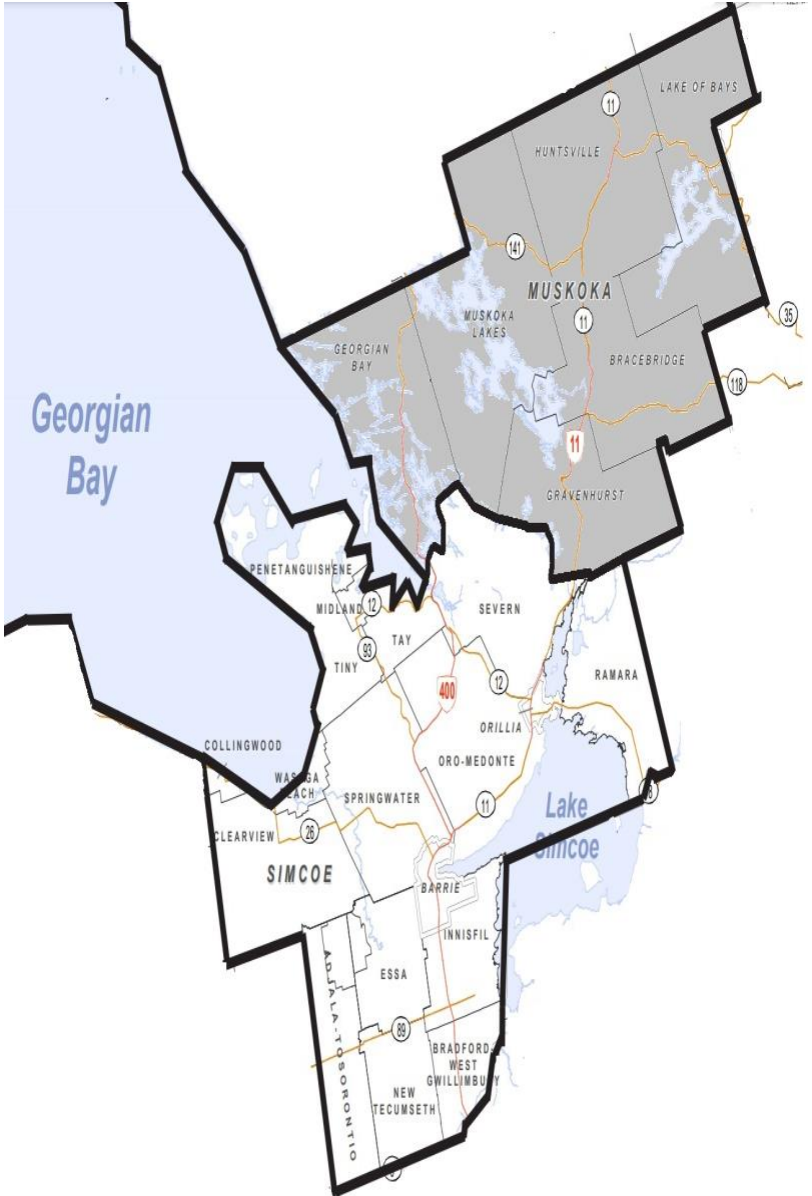
WELLINGTON DUFFERIN FREE ZONE



SCHEDULE "B4" –

MUSKOKA FREE ZONE

DISTRICT OF MUSKOKA IN BOARD AREA 18 SHADED IN GREY



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, and terrazzo work.

- L. **“The Railings Agreement”** being a Collective Agreement between the Union and the Greater Toronto Railing Association.

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

Note: This Schedule does not apply to Light Wood Framed Apartment Buildings (see Schedule "E")

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 7, 8, 9, 10, 11, 12, 18, 27 and 29. 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)** One staircase landings per floor (when panelized);
 - (iii)** 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 \$0.13) of this Agreement where stick frame has been replaced by the panels (i.e. above the first floor sill plate and below the top plate of the top floor and excluding, *inter alia*, walk outs, knee walls and bearing walls in the basement and other items listed in Schedule "B" of the RFCA Agreement as being in addition to the base rate, which shall be compensated for as set out in Schedule "B" of the RFCA Agreement). See attached schedule for the breakdown of panel rates.
 - (b) For all two-storey Houses, Townhouses, and Semi-Detached Houses, thirty-three percent (33%) of the square footage rates for "Houses, Townhouses, and Semi-Detached Houses" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining sixty seven percent (67%) of the rates set out in Article 4.04 of the 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 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 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 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 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.

Double Sill Plate At The Foundation Level	May 1, 2022	May 1, 2023	May 1, 2024
Less than 1600 sq ft	\$75.00	\$80.00	\$85.00
1600 to 2400 sq ft	\$90.00	\$95.00	\$100.00
Over 2400 sq ft	\$120.00	\$125.00	\$130.00

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

Additional Top Plate On Any Wall	May 1, 2022	May 1, 2023	May 1, 2024
Less than 1600 sq ft	\$110.00	\$115.00	\$120.00
1600 to 2400 sq ft	\$145.00	\$150.00	\$155.00
Over 2400 sq ft	\$210.00	\$215.00	\$220.00

- (g) Strapping: The parties agree that the strapping of block walls in panelized framing shall be paid as per Appendix B of this Schedule.
- (h) Slab on Grade: In panelized framing where there is a component of the structure where the floors are concrete, otherwise referred to as "Slab on Grade" / "Core Slab" it will pay the applicable structure rate minus \$0.63 per square foot of the Slab on Grade / Core Slab area in lieu of the Floor.
- (i) In order to maximize the efficiencies of the panelization process, the Employer may separate the roof portion and assign it to a different crew to be paid in accordance with the rates and breakdowns set out above and in the attached Schedule "A" charts. It is understood

that a house will be built entirely by piecework crews or hourly direct employees but not a combination thereof. This agreement to permit the Employer to separate the roof and assign it to a separate crew is strictly limited to panelized housing and may not be referred to or applied to conventional framing.

- (j) A completely panelized flat roof shall be paid a rate of:

	May 1, 2022	May 1, 2023	May 1, 2024
Complete panelized Flat Roof	\$1.50 sq/ft	\$1.60 sq/ft	\$1.70 sq/ft

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.
5. The rate for footings shall be as set out in Schedule B, Article 4.16 or 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 foreperson:

	May 1, 2022	May 1, 2023	May 1, 2024
Gap & Repair Hourly Rate	\$57.50	\$60.75	\$64.00

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 4.19, such amounts shall be listed on the Piecework Invoice. This shall increase to 20.50% effective May 1, 2024.

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

CLARITY Note 1: 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

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

(a) For All Bungalows:

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	45%	55%	50%	
May 1, 2022	\$7.24	\$3.26	\$3.98	\$1.99	\$5.25
May 1, 2023	\$7.49	\$3.37	\$4.12	\$2.06	\$5.43
May 1, 2024	\$7.74	\$3.48	\$4.26	\$2.13	\$5.61

(b) For Two-Storey:

(i) Single detached houses less than 1600 sq

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2022	\$6.74	\$2.22	\$4.52	\$2.26	\$4.48
May 1, 2023	\$6.99	\$2.31	\$4.68	\$2.34	\$4.65
May 1, 2024	\$7.24	\$2.39	\$4.85	\$2.43	\$4.81

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

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2022	\$6.48	\$2.14	\$4.34	\$2.17	\$4.31
May 1, 2023	\$6.73	\$2.22	\$4.51	\$2.25	\$4.48
May 1, 2024	\$6.98	\$2.30	\$4.68	\$2.34	\$4.64

(iii) Townhouses And Semi-Detached Houses:

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2022	\$7.24	\$2.39	\$4.85	\$2.43	\$4.81
May 1, 2023	\$7.49	\$2.47	\$5.02	\$2.51	\$4.98
May 1, 2024	\$7.74	\$2.55	\$5.19	\$2.59	\$5.15

(c) For Three Storey:

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

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$7.14	\$2.14	\$5.00	\$2.50	\$4.64
May 1, 2023	\$7.39	\$2.22	\$5.17	\$2.59	\$4.80
May 1, 2024	\$7.64	\$2.29	\$5.35	\$2.67	\$4.97

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

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$6.88	\$2.06	\$4.82	\$2.41	\$4.47
May 1, 2023	\$7.13	\$2.14	\$4.99	\$2.50	\$4.63
May 1, 2024	\$7.38	\$2.21	\$5.17	\$2.58	\$4.80

(iii) Townhouses And Semi-Detached Houses:

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$8.33	\$2.50	\$5.83	\$2.92	\$5.41
May 1, 2023	\$8.56	\$2.57	\$5.99	\$3.00	\$5.56
May 1, 2024	\$8.80	\$2.64	\$6.16	\$3.08	\$5.72

(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, 2022	\$9.83	\$2.95	\$6.88	\$3.44	\$6.39
May 1, 2023	\$10.06	\$3.02	\$7.04	\$3.52	\$6.54
May 1, 2024	\$10.30	\$3.09	\$7.21	\$3.61	\$6.70

***Reference to RFCA Stick Rate without glue (rate minus \$0.13)**

Notes to all above rates in paragraph 13:

Slab on Grade will count as a floor and will pay the applicable structure rate minus \$0.63 per square foot of slab on grade area.

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

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

(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, 2022	\$6.15	\$3.01	\$3.14	\$1.41	\$4.42
May 1, 2023	\$6.30	\$3.09	\$3.21	\$1.45	\$4.53
May 1, 2024	\$6.50	\$3.19	\$3.32	\$1.49	\$4.68

(f) For Under Living Area:

	Panel Rate	Comment
May 1, 2022	\$1.41	Same as "Panel Rates Applicable to Balance" (45%) in (e) above.
May 1, 2023	\$1.45	
May 1, 2024	\$1.49	

APPENDIX "B" - PANEL EXTRAS

Panel Extras

#	Description	May 1 st 2022	May 1 st 2023	May 1 st 2024	Comments
1.	High Wall (14 ft +)	\$12.50/linear foot	\$12.50/linear foot	\$15.00/linear foot	50% of the stick rate
2.	Unsheathed High Wall	\$3.75/linear foot	\$3.75/linear foot	\$3.75/linear foot	50% of the stick rate
3.	Decorative Box / build-outs (supplied)	\$4.50/linear foot	\$4.63/linear foot	\$4.75/linear foot	50% of the stick rate
4.	Brick Box (supplied sheathed)	\$1.80/sq ft	\$1.80/sq ft	\$1.80/sq ft	
5.	Brick Box not (supplied sheathed)	\$1.90/sq ft	\$1.90/sq ft	\$1.90/sq ft	
6.	Wall Corners on each floor (no charge for first 8) one rate for all house types	\$66.50/per corner	\$66.50/per corner	\$66.50/per corner	Formula for 2 storey applies 33% of \$100 = \$33.00 (roof) \$100 - \$33.00 = \$67.00 \$67.00 x 50% = \$33.50 \$33.00 + \$33.50 = \$66.50
7.	Flat Porches (Supplied) one rate for all house types	\$2.93/sq ft of porch area	3.05/sq ft of porch area	3.18/sq ft of porch area	Formula for 2 storey applies (no roof): \$8.75 x 33% = \$2.899 (roof) \$8.75 - \$2.89 = \$5.86 50% of \$5.86 = \$2.93
8.	High Ceilings 10', 11', 12' and 13' (per sq ft of area to which it applies)	10' \$0.13	10' \$0.20	10' \$0.30	50% of stick
		11' \$0.35	11' \$0.38	11' \$0.40	
		12' \$0.43	12' \$0.45	12' \$0.48	
		13' \$0.50	13' \$0.53	13' \$0.55	
9.	Flat roof fully panelized	\$1.50	\$1.60	\$1.70	
10.	Walkouts/Lookouts (supplied)	\$1.63/sq ft	\$1.70/sq ft	\$1.78/sq ft	50% of stick 50% of \$3.25/sq ft

#	Description	May 1 st 2022	May 1 st 2023	May 1 st 2024	Comments
11.	Sunken Floor (when not supplied as panels but stick framed) one rate for all house types for the sq ft of the sunken floor area	\$5.20	\$5.20	\$5.20	\$2.20 + premium (\$3.00)
12.	Sunken Floor (supplied) one rate for all house types for the sq ft of the sunken floor area	\$2.00	\$2.00	\$2.00	Formula for 2 storey applies to premium calculation: Sunken floor stick premium: \$3.00/sq ft 33% of \$3.00 = \$0.99 (roof) \$3.00 - \$0.99=\$2.01 50% of \$2.01 = \$1.005 \$1.005 + \$0.99 = \$2.00 (for clarity this in addition to the applicable panel base rate)
13.	Basement bearing walls (panel)	\$6.00/linear foot	\$6.50/linear foot	\$7.00/linear foot	50% of Stick rate 50% of \$12.00/linear foot = \$6.00/linear foot
14.	Parapet Walls	\$1.50/sq ft + \$0.40/sq ft for sheathing (when applicable)	\$1.58/sq ft + \$0.40/sq ft for sheathing (when applicable)	\$1.65/sq ft + \$0.40/sq ft for sheathing (when applicable)	50% of Stick rate 50% of \$3.00/sq ft = \$1.50/sq ft
15.	Chimney / Bump out Fireplace	\$75.00 per floor and \$150.00 for portion above facia	\$75.00 per floor and \$150.00 for portion above facia	\$75.00 per floor and \$150.00 for portion above facia	50% of Stick rate 50% of \$150 = \$75.00 50% of \$300 = \$150.00

#	Description	May 1 st 2022	May 1 st 2023	May 1 st 2024	Comments
16.	Lofts calculated per sq ft of the floor below the loft	Bungalow: \$2.07/sq ft Two Storey: \$1.90/sq ft Three Storey: \$1.85/sq ft	Bungalow: \$2.18/sq ft Two Storey: \$2.00/sq ft Three Storey: \$1.95/sq ft	Bungalow: \$2.28/sq ft Two Storey: \$2.09/sq ft Three Storey: \$2.05/sq ft	Stick = \$2.85/square foot of the floor below the loft (2022) / \$3.00 (2023) / \$3.15 (2024) Bungalow: 45% of \$2.85 = \$1.28 (roof) \$2.85 - \$1.28 = \$1.57 50% of \$1.57 = \$0.785 \$1.28+\$0.785 = \$2.07/sq ft Two Storey: 33% of \$2.85 = \$0.94 (roof) \$2.85 - \$0.94 = \$1.91 50% of \$1.91 = \$0.9547 \$0.94+\$0.95 = \$1.90/sq ft Three Storey: 30% of \$2.85 = \$0.855 (roof) \$2.85- \$0.855 = \$1.995 50% of \$1.995 = \$0.9975 \$0.855+\$0.9975 = \$1.85/sq ft
17.	Coach House	Garage + Bungalow + all applicable extras			As per formula: Garage + Bungalow + all applicable extras
18.	Strapping	\$4.85 /linear foot	\$5.00 /linear foot	\$5.15 /linear foot	
19.	Repair and Gap Hourly Rate	\$57.50	\$60.75	\$64.00	There will be a 20%/20%/20.5% in lieu of benefits payments on the rate. For clarity total rate shall be: 2022: \$69.00 2023: \$72.90 2024: \$77.12

#	Description	May 1 st 2022	May 1 st 2023	May 1 st 2024	Comments
20.	Landings panelized (2 nd and above landing per floor)	\$30.00	\$30.00	\$30.00	50% of stick
21.	Landings (if not panelized)	\$60.00	\$60.00	\$60.00	100% of stick rate
22.	Elevator Shaft Floor Opening Wall Components	\$50.00 \$75.00	\$50.00 \$75.00	\$50.00 \$75.00	50% of stick
23.	Cathedral Ceiling with front portion (wall) supplied	\$137.50	\$137.50	\$137.50	In 2019-2022 the front portion of Cathedral Ceiling paid \$100. In the 2022-2025 agreement the Cathedral Ceiling rate was increased by 25%. Front: \$100 + 25% = \$125 Panel credit: 50% of stick rate. 50% of \$125 = \$62.50. \$200 - \$62.50 = \$137.50

**APPENDIX "C" –
SUMMARY OF HOURLY WAGES AND BENEFITS
PANEL INSTALLERS**

Note: The panel installer rates below are for Board Area 8 and Simcoe County South. The hourly rate (and vacation pay) are 10% less in Board Areas 7/27; and 15% less in Simcoe County North and the District of Muskoka. The benefit package is the same in all areas.

Note: This Appendix "C" also applies to direct employees installing Panels or Light Wood Framed Apartment Buildings.

Job Foreperson																			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST				
05/01/2022	\$45.45	\$4.54	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$64.48	3%	\$0.15	\$0.50	\$64.98				
04/30/2023	\$46.67	\$4.67	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$66.18	3%	\$0.15	\$0.50	\$66.68				
04/28/2024	\$47.90	\$4.79	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$67.88	3%	\$0.15	\$0.50	\$68.38				

Panel Installer Crew Leader		HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
EFFECTIVE DATE		\$41.15	\$4.11	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$59.75	3%	\$0.15	\$0.50	\$60.25
		\$42.37	\$4.24	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$61.45	3%	\$0.15	\$0.50	\$61.95
		\$43.60	\$4.36	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$63.15	3%	\$0.15	\$0.50	\$63.65

Panel Installer		HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
EFFECTIVE DATE		\$37.10	\$3.71	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$55.30	3%	\$0.15	\$0.50	\$55.80
		\$38.33	\$3.83	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$57.00	3%	\$0.15	\$0.50	\$57.50
		\$39.55	\$3.96	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$58.70	3%	\$0.15	\$0.50	\$59.20

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**

Note: The panel installer rates below are for Board Area 8 and Simcoe County South. The hourly rate (and vacation pay) are 10% less in Board Areas 7/27; and 15% less in Simcoe County North and the District of Muskoka. The benefit package is the same in all areas.

Note: This Appendix “C” also applies to direct employees installing Panels or Light Wood Framed Apartment Buildings.

Apprentice 60% - 0 - 600 Hours																				
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST					
05/01/2022	\$22.26	\$2.23	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$30.59	3%	\$0.15	\$0.50	\$31.09					
04/30/2023	\$23.00	\$2.30	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$31.65	3%	\$0.15	\$0.50	\$32.15					
04/28/2024	\$23.73	\$2.37	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$32.70	3%	\$0.15	\$0.50	\$33.20					

Apprentice 70% - 601 to 1200 Hours			WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %													
05/01/2022	\$25.97	\$2.60	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$34.67	3%	\$0.15	\$0.50	\$35.17
04/30/2023	\$26.83	\$2.68	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$35.86	3%	\$0.15	\$0.50	\$36.36
04/28/2024	\$27.69	\$2.77	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$37.06	3%	\$0.15	\$0.50	\$37.56

Apprentice 80% - 1201 - 1800 Hours			WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %													
05/01/2022	\$29.68	\$2.97	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$47.14	3%	\$0.15	\$0.50	\$47.64
04/30/2023	\$30.66	\$3.07	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$48.57	3%	\$0.15	\$0.50	\$49.07
04/28/2024	\$31.64	\$3.16	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$49.99	3%	\$0.15	\$0.50	\$50.49

Apprentice 90% - 1801 - 2400 Hours																		
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST			
05/01/2022	\$33.39	\$3.34	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$51.22	3%	\$0.15	\$0.50	\$51.72			
04/30/2023	\$34.50	\$3.45	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$52.79	3%	\$0.15	\$0.50	\$53.29			
04/28/2024	\$35.60	\$3.56	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$54.35	3%	\$0.15	\$0.50	\$54.85			

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"

LIGHT WOOD FRAMED APARTMENT BUILDING

APPLICATION OF THIS SCHEDULE "E"

- 1.01** This schedule, and not Schedule "A" to the Collective Agreement, shall apply to direct employees engaged in the building of Light Wood Framed Apartment Buildings as defined in Article 1.01.

- 1.02** All provisions of Schedule "A" shall apply to direct employees engaged in the building of Light Wood Framed Apartment Buildings, except that the hourly rates shall be as set out in the attached Schedule "D" Appendix C wage charts, or Appendix 1.

- 1.03** 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.

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

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

1.

(a) This Appendix applies to the on-site installation of panelized or prefabricated floor, wall and roof components where such work is performed in Board Areas 7, 8, 18, and 27 in respect of Light Wood Framed Apartment Buildings.

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

(c) The parties agree that the rates and conditions set out in this Appendix shall be the same under the collective agreement between the Union and the Toronto Residential Construction Labour Bureau (“the TRCLB Agreement”), and between the Union and the Residential Framing Contractors’ Association of Metropolitan Toronto & Vicinity Inc. (“the RFCA Agreement”), and that any changes or modifications to this Appendix shall be negotiated as between all three parties.

2. The parties agree that Schedule “B” and “E” of the RFCA Agreement is hereby incorporated into this Appendix, but shall be modified to reflect that in this Appendix those provisions shall apply only to the on-site installation of panels on Light Wood Framed Apartment Buildings and shall be modified further as set out herein.

General Conditions

3. For Light Wood Framed Apartment Buildings, it is understood that the Employer may assign multiple piecework crews to work on the same building. It is understood that the Employer

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

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

Piecework Rates for the On-Site Installation of Panels

8. (a) The Piecework Rates for the onsite installation of panels for Light Wood Framed Apartment Buildings up to three (3) storey shall be:

	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, 2022	\$9.83	\$2.95	\$6.88	\$3.44	\$6.39
May 1, 2023	\$10.06	\$3.02	\$7.04	\$3.52	\$6.54
May 1, 2024	\$10.30	\$3.09	\$7.21	\$3.61	\$6.70

***REFERENCE TO RFCA STICK RATE WITHOUT GLUE (RATE MINUS \$0.13)**

(b) Where the Light Wood Framed Apartment Building is more than 3 storeys, the storeys above the 3rd shall pay:

	Stick Rate in (a) above	Stick Rate for Floors and Walls	Panel Rates Applicable to Balance	Panel Floors Component	Panel Walls Component
	100%	70%	50%	40%	60%
May 1, 2022	\$9.83	\$6.88	\$3.44	\$1.38	\$2.06
May 1, 2023	\$10.06	\$7.04	\$3.52	\$1.41	\$2.11
May 1, 2024	\$10.30	\$7.21	\$3.61	\$1.44	\$2.17

(i) Spilt between Load bearing Walls and Non-Load Bearing Walls

	Panel Walls Component	Panel Load bearing Walls	Panel Non-Load bearing Walls
	60%	70%	30%
May 1, 2022	\$2.06	\$1.44	\$0.62
May 1, 2023	\$2.11	\$1.48	\$0.63
May 1, 2024	\$2.17	\$1.52	\$0.65

Note: It is understood that buildings 4 or more storeys shall pay (a) + (b).

No Corners

(c) Schedule B, Article 4.08(A)(14) “Slab on Grade / Core Slab” of the RFCA Agreement shall not apply. Slab on Grade will count as a floor and will pay the Total Panel and Roof Rate in (a) above, or the Panel Rates Applicable to Balance in (b) above, as applicable, minus \$0.63 per square foot of slab on grade area. Where the Load Bearing Walls or Non-Load Bearing Walls are not assigned, the rate will be negotiated

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

	May 1, 2022	May 1, 2023	May 1, 2024
Per Linear Foot	\$4.85	\$5.00	\$5.15

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

Roof Pitches for Bungalows

	May 1, 2022	May 1, 2023	May 1, 2024
5/12 to 5 7/8/12	\$0.50	\$0.53	\$0.56
6/12 to 6 7/8/12	\$0.66	\$0.69	\$0.72
7/12 to 7 7/8/12	\$0.78	\$0.82	\$0.86
8/12 to 8 7/8/12	\$0.87	\$0.91	\$0.96
9/12 to 9 7/8/12	\$0.97	\$1.02	\$1.07
10/12 to 10 7/8/12	\$1.08	\$1.13	\$1.19
11/12 to 11 7/8/12	\$1.20	\$1.26	\$1.32
12/12 to 12 7/8/12	\$1.33	\$1.40	\$1.47

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

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

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

	May 1, 2022	May 1, 2023	May 1, 2024
Panel Gap and Repair Hourly Rate	\$57.50	\$60.75	\$64.00

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

10. The installation of hardware and mechanical fasteners (excluding standard nails and staples) on Light Wood Framed Apartment Buildings is not included in any Piecework Price. If assigned to the Pieceworker, all such work shall be paid based upon the actual hours worked, per individual worker engaged in such work at the rate set out in Article 9. It is understood that such amounts shall be listed on the Pieceworker's Invoice and shall be subject to remittances as provided for in Article 11 below.
11. The Employer agrees to pay a further twenty percent (20%) on the gross amounts paid pursuant to the said rates for Union Working Dues, Pension, and the Benefit Program, which shall be remitted in accordance with Schedule B to the RFCA Agreement. This shall increase to 20.5% effective May 1, 2024.

Framing Extras

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

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

Panel Extras (paid when panelized)					
Description	May 1, 2022	May 1, 2023	May 1, 2024	Comment	
1. High Ceilings 10', 11', 12' and 13' (per sq ft of the area to which it applies)	10' \$0.13	10' \$0.20	10' \$0.30	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements	
	11' \$0.35	11' \$0.38	11' \$0.40		
	12' \$0.43	12' \$0.45	12' \$0.48		
	13' \$0.50	13' \$0.53	13' \$0.55		
2. High Wall (14 ft +) Per linear foot	\$12.50/linear foot	\$12.50/linear foot	\$15.00/linear foot	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements	
3. Flat Porches (supplied) per sq ft of porch area	\$2.93/sq ft of porch area	3.05/sq ft of porch area	3.18/sq ft of porch area	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements	
4. Parapet Walls	\$1.50/sq ft + \$0.40/sq ft for sheathing (when applicable)	\$1.58/sq ft + \$0.40/sq ft for sheathing (when applicable)	\$1.65/sq ft + \$0.40/sq ft for sheathing (when applicable)	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements	
5. Balcony / Covered Porch per sq ft of porch area (top and bottom panelized)	\$8.75	\$9.10	\$9.50	50% of Covered balcony stick rate	
6. Curbs	\$1.50 per linear foot	\$1.58 per linear foot	\$1.65 per linear foot	50% of stick rate	
7. Decorative Boxes / buildouts (supplied)	\$4.50 / linear foot	\$4.63 / linear foot	\$4.75 / linear foot	Same as Panel Schedule to the DRCLB, TRCLB and RFCA Agreements	

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

Additional Extras					
	Description	May 1, 2022	May 1, 2023	May 1, 2024	Comment
1.	Curbs	\$3.00 per linear foot	\$3.15 per linear foot	\$3.30 per linear foot	
2.	Sloping of Flat Roof (per sq ft of the flat roof being sloped)	\$2.50	\$2.50	\$2.50	
3.	Sheathing of Flat Roof (per sq ft of the flat roof being sheathed)	\$0.50	\$0.50	\$0.50	
4.	All Posts or Columns	\$90.00 /each	\$95.00/each	\$100.00/each	

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 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

JACK OLIVEIRA

TAD PUTYRA

LUIS CAMARA

ERNIE RINOMATO

BERNARDINO FERREIRA

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 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

JACK OLIVEIRA

TAD PUTYRA

LUIS CAMARA

ERNIE RINOMATO

BERNARDINO FERREIRA

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 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA

ERNE 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 1st day of May, 2019.

ON BEHALF OF:
LIUNA 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 1st day of May, 2022.

ON BEHALF OF:
LIUNA 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 1st day of May, 2022.

ON BEHALF OF:
LIUNA 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 1st day of May, 2022.

ON BEHALF OF:
LIUNA 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 1st day of May, 2022.

ON BEHALF OF:
LIUNA 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: Servicepersons / Handypersons

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 “servicepersons and handypersons”; 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 servicepersons and handypersons:

1. The employer may hire hourly handypersons and servicepersons and/or salaried handypersons and servicepersons;
2. Handypersons and servicepersons who are employed on an hourly basis shall be paid a minimum hourly rate as outlined in Schedule “A”, Article 3.04 of this Collective Agreement;
3. Handypersons and servicepersons employed on a salary basis will be paid a minimum weekly salary equal to forty-four (44) hours paid as outlined in Schedule “A”, Article 3.04;
4. Salaries or hourly rates in excess of the above-noted minimums are to be subject to negotiations between the handypersons and/or servicepersons 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;

5. Handypersons and servicepersons 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 handypersons/servicepersons;
6. Handypersons and servicepersons 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;
7. All remittances and contributions required by the Collective Agreement will be made in accordance with the provisions of the Collective Agreement with respect to handypersons and servicepersons employed on an hourly basis. With respect to handypersons and servicepersons 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 handyperson or serviceperson works for more than one (1) employer which is bound by this collective agreement;
8. 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 handypersons and servicepersons will be the date on which they were first (1st) employed by the Employer (regardless of whether or not the Collective Agreement was being applied to them at such times);
9. The parties agree that the lay-off and recall from lay-off provisions of the Collective Agreement will apply to all employees including handypersons and servicepersons subject to amended seniority provisions (grandfathered) etc. However, the Union recognizes that both handypersons and servicepersons have specific skills and that other employees

(including but not necessarily limited to other handypersons and servicepersons) may not be able to perform available work, where all or part of such work includes handyperson or serviceperson work.

10. The Parties agree that the current practices of individual Employers with respect to the supply of tools and/or transportation by or to handypersons or servicepersons will continue for the duration of the Collective Agreement. For the purposes of clarity, where a handyperson/serviceperson 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;
11. Servicepersons/Handypersons 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);
12. At the request of any employee, the Employer shall properly 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;
13. 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;
14. It is agreed that servicepersons/handypersons 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 servicepersons/handypersons 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;

15. It is agreed that a handyperson/serviceperson who is excluded from the bargaining unit may perform handyperson/serviceperson duties in the bargaining unit in the case of an emergency or when handypersons/servicepersons 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;
16. 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 1st day of May, 2022.

ON BEHALF OF:
LIUNA 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. 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 terms of this Letter of Understanding No. 10 shall apply to the TRCLB Agreement.

The Parties agree as follows with respect to adding a new type of work to subcontracting provisions set out in this Collective Agreement, and/or in expanding the existing subcontracting provisions to a new geographic area covered by this Collective Agreement and/or in adding a collective agreement to the cross over provisions of this Collective Agreement:

1. For the purpose of this Letter of Understanding a new type of work shall refer to a particular part of the construction industry as described by work jurisdiction and need not reflect the full scope of work listed in any collective agreement.

Unless the parties agree or an arbitrator orders otherwise, a request to include such subcontracting (the “request”) must reflect the geographic scope of the applicable Schedule under which the work is being requested (*e.g.* Board Area No 8 and Simcoe County South, Board Area 7 and 27, *etc.*) and need not reflect the full geographic scope of this Collective Agreement.

The parties further agree that once a type of work is included in the subcontracting provisions, any request to extend the subcontracting to a new geographic area shall use the same definition of the type of work as is already included in the Collective Agreement.

2. If, at any time during the term of the Collective Agreement, the Union is successful in entering into contractual relations with seventy (70) percent of the contractors or subcontractors, employing at least seventy (70%) percent of the employees, in any particular part of the residential construction sector of the construction industry, then the Union may request that type of work to be included in the subcontracting provisions, and if it can establish that it meets such requirement then the Employer will only contract or subcontract such work to companies who are in contractual relations with the Union;
3. In assessing a claim under paragraph 2, the parties will have regard to the four (4) week period immediately prior to the Union's request, having regard to work performed by all employees and/or contractors in the geographic area being claimed but shall exclude any employer who has not performed any of the work which is the subject of the request for any Union or non-Union builder (which includes any developer or general contractor) in the residential sector in the relevant geographic area during a) the term of the agreement, or b) the 2 year prior to the request , whichever is greater.
4. Where the parties are unable to agree as to whether the Union has met the test set out in paragraph 2, then it shall be dealt with by way of an arbitration, and both parties agree to schedule such matters expeditiously and to fully cooperate in gathering and exchanging such documents and information as may be relevant to the case such that the hearing will occur within 90 days of the Union's request. In the interest of expedition, the parties also agree that the Arbitrator shall have the power to use an expedited mediation/arbitration system to determine which facts are in dispute, and to limit or dispense with the calling of evidence, and where necessary to limit any evidence to such matters in dispute.
5. If the Union is successful in a claim for new subcontracting, the new work shall be added to the subcontracting thirty (30) days following the agreement of the parties, or the arbitrator's decision, as the case may be.
6. For projects covered by the TRCLB Agreement, other than those covered by the LWFAB Schedule, any work forming part of the claim shall be 'grandfathered', such that any work that has been tendered as of the date of the Union's request and

awarded within the two-week period immediately after the Union's request may continue without regard to the new subcontracting requirement for up to 1 year from the date of the union's initial request, or where the matter proceeds to arbitration, 6 months from the date of the arbitrator's award (whichever is later).

7. For projects covered by the LWFAB Schedule, any work forming part of the claim shall be 'grandfathered', such that any work that has been tendered as of the date of the Union's request and awarded within the two-week period immediately after the Union's request may continue without regard to the new subcontracting requirement provided that the project at which the work subject to the Union's request commences within 1 year from the date of the Union's initial request.
8. If the Union is unsuccessful in a request under the Letter of Understanding (the "denied request") the parties agree that the Union shall not make any request for work forming any part of the denied request within the same geographic area and under the same collective agreement for (i) the duration of the Collective Agreement during with the denied request was made; or (ii) for one (1) year from the date on which initial request was made, whichever is longer.
9. 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 the subcontracting provisions pursuant to this Letter of Understanding, then should, on the ninetieth (90th) day prior to the expiry of any subsequent agreement, the Union no longer will be in contractual relations with fifty-one (51%) 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. The Parties agree that the above-noted paragraphs 1, 3, and 4 will also apply (with necessary modification) to the deletion or removal or any particular part of the low-rise residential sector of the construction industry.
10. The Parties agree that the above-noted tests and provisions 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.

11. It is understood that paragraph 9 above does not, in any way, apply to those particular parts of the residential sector of the construction industry which were added to the sub-contracting provisions or those collective agreements which were added to the cross-over clause of the Collective Agreement prior to May 1, 2019.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA 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. 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 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

JACK OLIVEIRA

TAD PUTYRA

LUIS CAMARA

ERNIE RINOMATO

PHIL RUBINOFF

BERNARDINO FERREIRA

WALTER ZANUTEL

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 1st day of May, 2022.

ON BEHALF OF:
LIUNA 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 1st day of May, 2022.

ON BEHALF OF:
LIUNA 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 programs 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 1st day of May, 2022.

ON BEHALF OF:
LIUNA 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: Subcontracting for Board Areas 7 and 27 and Simcoe County North

- (a) Where the employer seeks to contract or subcontract work set out in Article 1.03 (a) or 1.03 (b) of the collective agreement on a specific job in Board Areas 7, 27, and/or Simcoe County North and cannot obtain reasonable bids from contractors in contractual relations with the Union (“Union Contractors”) for any such work, it shall advise the Union in writing and provide the Union with the tender/bid package for the specific work, the list and contact information for the contractors contacted for the work, and if the Union cannot get one Union Contractor to provide a reasonable bid for the work within 15 calendar days, the Union will waive the requirement for contracting or subcontracting for that specific work on that job.
- (b) Any dispute over the interpretation, application or alleged violation of this provision may be referred, by either party, to an expedited dispute process described as follows:
 - (i) Names of arbitrators: Eli Gedalof; Harvey Beresford; Bernard Fishbein; Jesse Nyman; Brian Maclean
 - (ii) Time frames for hearing and decision (bottom line with reasons to follow) evenings and weekends.
 - (iii) An employer who contracts or subcontracts in accordance with the decision of the arbitrator, or in accordance with the Union's waiver, will be deemed to

be compliant with the contracting and subcontracting provisions of the agreement. In such a scenario, the employer will exercise best efforts to not contract or subcontract the work to a contractor who is bound to a collective agreement that covers the applicable work within the applicable Board Area with a union other than any local or affiliated union of the Labourers' International Union of North America.

- (c) For the purpose of clarity, the parties agree that the Union shall not in any manner whatsoever, grieve, penalize, fine, impose any consequence upon, or seek to enforce the applicable collective agreement in any manner whatsoever against any contractor bound to a collective agreement that applies to work forming any part of the subcontracting provisions of the TRCLB Agreement because the Builder has a non-Union contractor performing work in accordance with this Letter of Understanding. For the purpose of further clarity, enforcing the applicable collective agreement includes refusing to perform any work forming any part of the subcontracting provisions of the TRCLB Agreement (or to continue to perform work) or to be directed or requested by the Union in any manner whatsoever or for any reason whatsoever, to work or not to work (or to continue to work or not to work) at the Builder's sites within the geographic scope of the TRCLB, DRCLB, or MTABA Agreement.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA 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. 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 12.09 and

WHEREAS the parties wish to provide transition provisions to ensure that the application of Article 12.09 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 their own time, but in the event that the Employer fails to provide the requisite written notice, the Employer shall pay the employee their 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 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

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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 1st day of May, 2022.

ON BEHALF OF:
LIUNA 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

ACKNOWLEDGEMENT

LIUNA Local 183 wishes to dedicate this page to the bargaining unit members of the Committee who participated in the negotiation of the terms and conditions of the 2022 – 2025 Collective Agreement.

LIUNA Local 183 appreciates the hard work and valuable contributions of the following bargaining unit members.

ANTHONY NESCI
JOHN L. MIRANDA

