

August 11, 2020

MEMORANDUM OF AGREEMENT

RESTORATION ENABLED

BETWEEN:

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506
(the "Union")**

- and -

THE LABOURERS' EMPLOYER BARGAINING AGENCY

- and -

CEMENT FINISHING LABOUR RELATIONS ASSOCIATION

(the "Employer")

WHEREAS companies bidding restoration work face significant non-union competition within the geographic jurisdiction of Local 506;

AND WHEREAS Local 506 wishes to alleviate this situation in order to generate more work opportunities for its members;

NOW THEREFORE the Parties agree to apply the following terms and conditions to I.C.I restoration projects within O.L.R.B.

Areas 8 and 18 for the balance of the current term of the I.C.I. Agreement.

1. The terms and conditions set out herein shall only be applicable to restoration projects. A restoration project shall be defined as a project within geographic jurisdiction of Local 506 where at least ninety percent (90%) of the work at a single location consists of restoration work and where the total value of the contract is less than or equal to five million dollars. (\$5,000,000)

2.
 - a. The Employer shall, via email to the pertinent Local 506 Officials, make all requests to utilize this Memorandum. The email shall contain the name, location, and scope of work for each project/package of work which the Employer proposes to use this Memorandum. The request shall be made prior to the commencement of work on such projects. Local 506 shall respond to the Employer's request within two business days. Should Local 506 fail to respond to the Employer's request within two business days, the request shall be deemed as approved.
 - b. The Employer shall also notify the Provincial Employers Bargaining Agency – Labourers (PEBAL) prior to commencement of a project falling under the scope of this Memorandum.
3. In the event that the Employer and Local 506 cannot agree whether a project qualifies as a restoration project, either party may defer the questions for expedited arbitration before an arbitrator as per Appendix "C" who shall convene a hearing within forty-eight (48) hours and render a bottom line decision by the following day.
 - a. If the parties cannot agree on a joint appointment, then the appointment will go to the first named arbitrator in Appendix "C", if that individual is unable to hear the case for any reason, the appointment will go to the next arbitrator on the list and so on until an arbitrator is appointed.
 - b. The arbitrator's costs shall be split equally between the parties.
 - c. It will be the parties' intent at expedited arbitration to keep the process as informal as possible, avoiding procedural delays and an overly legalistic approach.
 - d. Opening comments and argument will be concise and limited to brief statements of relevant fact and the rationale for the respective positions.
4. The parties agree that the Memorandum shall not apply to the following work regardless of whether it is included in a restoration project:
 1. Water Proofing
 2. Traffic Topping
 3. Cement Finishing
5. All of the provisions of the Sub-Appendix to Cement Finishers Appendix of the Provincial I.C.I. Collective Agreement, excluding Article 8.02 and 8.03 shall apply to restoration projects except where there is a conflict with this Memorandum in which case the provisions of this Memorandum shall prevail.

6. UNION SECURITY

- i** All employees shall, when working in a position within the bargaining unit describe 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. In the event that the Employer is unable to hire employees who are members in good standing of the Union, then the Employer shall give twenty-four (24) hours notice to the Union to provide the required number of employees. It is Understood that if the Union is unable to provide the required qualified men within the above twenty-four (24) hours, the Employer is free to hire such labour that is available outside the Union, providing they join the Union within ninety (90) days.
- ii** Upon written agreement and consent of the Union, with respect to the number of employed and the job site location where those students are to be employed, the Employer will be allowed to hire students for summer help during the months of May, June, July and August. These students shall receive a rate of at least seventy-five percent (75%) of the Group No. 3 rate and will not be subject to initiation fees but will be required to pay union dues and working dues. Said students shall be on a ratio of one (1) in every ten (10) employees.

7. HOURS OF WORK AND OVERTIME

- i** The regular working day for all employees engaged in building restorations shall consist of nine (9) hours per day between the hours of 8:00 a.m. to 5:30 p.m. The regular work week shall consist of forty-five (45) hours per week, Monday to Friday inclusive.
- ii** Make-up time may be worked on a voluntary basis and there shall be no discrimination against any employee working or refusing to work make-up time. Saturdays, Sundays and Statutory Holidays are excluded from make-up time.

OVERTIME

The overtime rate for all work performed outside the regular working day and regular working week, as specified in Article (6) above, shall be paid for at the rate of time and one-half of the employee's current regular rate, save and except Sundays and Statutory Holidays. Overtime shall be on a voluntary basis provided the employee is capable of performing the work available, and provided that there shall be no discriminations in allocating overtime.

8. SUNDAYS AND STATUTORY HOLIDAYS

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

Family Day

Good Friday

Victoria Day
 Civic Holiday
 Thanksgiving Day
 Boxing Day
 Canada Day
 Labour Day
 Christmas Day
 New Year's Day

and any other Statutory Holiday legally declared by the Federal or Provincial Governments.

Vacation and Statutory Holiday pay shall be paid to employees covered by this Collective Agreement at the rate of ten percent (10%) of the gross wages earned. It is understood and agreed that six percent (6%) of the gross is to be considered in lieu of Statutory Holiday pay.

8. CLASSIFICATION AND WAGES – Groups I, II and III

Local 506	Effective Date	Basic Rate	Vacation Pay	Welfare		Training Fund	Tri- Fund	Legal Fund	Total Package	Employer Local	Deducted from Worker				
				Dental	Pension						Working	Strike	OPDC	Dues	Fund
				(E)	(W)						(E)	(W)			
Group I Skilled	5/01/20	\$27.67	\$2.77	\$3.00	\$6.60	\$0.15	\$0.05	\$0.07	\$40.31	\$0.25	\$0.40	\$0.55	\$0.05		
	5/01/21	\$28.22	\$2.82	\$3.20	\$6.70	\$0.15	\$0.05	\$0.07	\$41.21	\$0.25	\$0.40	\$0.57	\$0.05		
	5/01/22	\$28.77	\$2.88	\$3.40	\$6.80	\$0.15	\$0.05	\$0.07	\$42.12	\$0.25	\$0.40	\$0.58	\$0.05		
Group II <u>Semi-Skilled</u> Labourer	5/01/20	\$22.07	\$2.21	\$3.00	\$6.60	\$0.15	\$0.05	\$0.07	\$34.15	\$0.25	\$0.40	\$0.55	\$0.05		
	5/01/21	\$22.51	\$2.25	\$3.20	\$6.70	\$0.15	\$0.05	\$0.07	\$34.93	\$0.25	\$0.40	\$0.57	\$0.05		
	5/01/22	\$22.95	\$2.29	\$3.40	\$6.80	\$0.15	\$0.05	\$0.07	\$35.71	\$0.25	\$0.40	\$0.58	\$0.05		
Group III Unskilled Labourer	5/01/20	\$18.09	\$1.81	\$3.00	\$0.00	\$0.15	\$0.05	\$0.07	\$23.17	\$0.25	\$0.40	\$0.55	\$0.05		
	5/01/21	\$18.39	\$1.84	\$3.20	\$0.00	\$0.15	\$0.05	\$0.07	\$23.70	\$0.25	\$0.40	\$0.57	\$0.05		
	5/01/22	\$18.69	\$1.87	\$3.40	\$0.00	\$0.15	\$0.05	\$0.07	\$24.23	\$0.25	\$0.40	\$0.58	\$0.05		

(E) - FUNDS REPORTED ON HOURS EARNED
(W) - FUNDS REPORTED ON HOURS WORKED

Upon completion of 1600 hours worked, an Unskilled Labourer moves to the Group II, Semiskilled wage classification.

*During the first 3200 hours worked, contributions in respect of pension are not payable.

Vacation and Statutory Holiday Pay: Ten percent (10%) of total gross wages.

Local Union Working Dues: Two percent (2%) of Group I base rate.

No employee shall receive a reduction in his take-home pay due to the implementation of this Agreement.

9. SHIFT PREMIUM

Where three (3) shifts are worked, the shift times shall be as follows:

- First Shift 7:30 A.M. – 4:30 P.M.
- Second Shift 4:30 P.M. – 12:30 A.M.
- Third Shift 12:30 A.M. – 7:30 A.M.

Where three (3) shifts are working involving payment of Saturday or Sunday overtime under this provisions of this Agreement, it is agreed that shift premiums, where applicable, will be paid in addition to overtime. All second shift work shall be paid at time and one eighth (1 1/8) the regular day shift rate and all third shift work shall be paid at time and one quarter (1 1/4) the regular day shift rate.

10. TRANSPORTATION ALLOWANCE - TORONTO O.L.R.B. AREA #8

10.01

- a. Zone 1 - The area bounded by the East boundary of Highway 27 on the West, and South boundary of Steeles Avenue on the North and the West Boundary of Kennedy Road on the East.

Zone 2 - The jurisdiction area outside of Zone 1.
Nine dollars (\$9.00) effective July 1st, 2014

- b. Where key men are required to work beyond the Ontario Labour Relations Area No. 8, they shall not be paid less than the home base conditions contained herein.
- c. Where an employee covered by the conditions of this Schedule is required to stay out of town, he/she shall be paid the cost of approved transportation. Board and lodging at sixty-five dollars (\$65.00) a day or actual cost upon presentation of receipts. The allowance shall also be paid for Saturday and Sunday. If employees are unable to return home by reason of the location of the job site. The Employer shall have the right to make acceptable accommodations for room and board.

TRANSPORTATION ALLOWANCE - SIMCOE - O.L.R.B. AREA 18 EXCLUDING RAMA, MARA AND THORAH

10.02 TRAVEL EXPENSES

Zone 1 - The area up to a forty (40) kilometer limit by Direct Road (no allowance) from Barrie City Hall.

Zone 2 - Outside of Zone 1. \$9.00 per day

10.03 BOARD AND LODGING

As prescribed in Article 10:01(c) of this Memorandum.

APPENDIX "B"

OCCUPIED PREMISES

Occupied premises shall be defined as where the Employer cannot work regular hours as defined in Article 6 of this Memorandum, due to owner/tenant requirements and the regular business hours applicable to such business conflict with Article 6.

Work within such facilities may be performed under the following conditions:

- a.** Nine hours per day at the applicable straight time hourly rate to a maximum of five (5) consecutive days within each seven (7) day cycle.
- b.** Applicable overtime rates shall be paid after nine (9) hours in any shift and for all work performed on the sixth (6) and seventh (7) days.
- c.** Rates of pay referred to herein shall be in accordance with this Memorandum of Agreement.
- d.** The Employer agrees to notify the Local Union when intending to implement this clause.

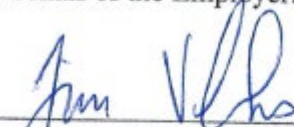
APPENDIX "C"

As per Article 3 of this Memorandum of Agreement the parties shall mutually select an arbitrator who shall convene a hearing within forty-eight (48) hours.

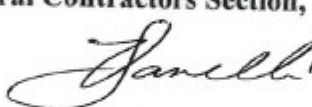
This Memorandum of Agreement shall constitute a Memorandum of Exemption or Amendment within the meaning of Article 20.01 of the Labourers' I.C.I. Agreement Master Portion. Accordingly, this Memorandum of Agreement shall be subject to ratification by the Labourers' Employer and Employee Bargaining Agencies.

Dated this 5th day of August, 2020

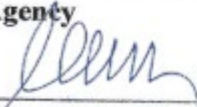
On behalf of the Employer:



**The General Contractors Section,
Toronto**




**The Labourers' Employer Bargaining
Agency**

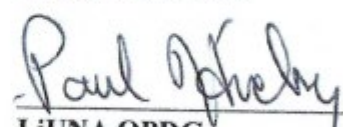


**Cement Finishing Labour Relations
Association**

On behalf of the Union:



LIUNA Local 506



LIUNA OPDC

