

**LETTER OF UNDERSTANDING
CARPENTRY CONSTRUCTION WORK ON SMALLER PROJECTS**

January 4, 2017

Mr. Alex Brat
Director, Labour Relations
University of Toronto

Dear Mr. Brat,

The Governing Council of the University of Toronto (“UofT”) agreed that effective January 1, 2012 all work covered by the Provincial Collective Agreement between the Carpenter’s Employer Bargaining Agency and the Carpenter’s District Council of Ontario (CDC), United Brotherhood of Carpenters and Joiners of America, as amended, (the “Carpenters’ Provincial Agreement”) shall only be contracted or subcontracted to an employer bound by the Carpenter’s Provincial Agreement. For the purposes of clarity, this provision only applies to work in the ICI sector of the construction industry. For further clarity, this agreement does not apply to work performed by employers with whom the UofT entered into a contractual commitment before December 31, 2011.

Further to our recent discussions, this is to confirm that, on smaller projects, where the cost of labour and materials for the contract, (as budgeted prior to tendering the project), is less than Seven Hundred Thousand (\$700,000) Dollars but greater than One Hundred and Fifty Thousand (\$150,000) Dollars, UofT is deemed to comply with this Letter of Understanding where it contracts or subcontracts with a general contractor who is not bound to the Carpenters’ Provincial Agreement, provided that the general contractor subcontracts all work covered by the Carpenters’ Provincial Agreement to an employer bound by the Carpenters’ Provincial Agreement.

If UofT contracts or subcontracts work to a general contractor not bound to the Carpenters’ Provincial Agreement, then, for the duration of the project, the general contractor shall comply with the terms of the Carpenters’ Provincial Agreement as if it were bound in all respects, including, but not limited to, allowing site access to Union representatives.

If UofT contracts or subcontracts with a general contractor who is not bound to the Carpenters’ Provincial Agreement and that general contractor, at any time during the project, performs work covered by the Carpenters’ Provincial Agreement itself, instead of subcontracting that work to an employer bound to the Carpenters’ Provincial Agreement, then UofT shall be liable for the damages with respect to that work performed by the general contractor, as if UofT had violated the Carpenters’ Provincial Agreement itself.

Disputes concerning this Letter of Understanding will be addressed initially by a representative of the Union first contacting (by phone or e-mail) the relevant office of the UofT to discuss, and attempt to settle, the dispute informally. If the attempts at informal resolution are unsuccessful following seven (7) working days, a grievance may be filed as a policy grievance of the grievance procedure under the collective agreement between the UofT and the United Brotherhood of Carpenters and Joiners of America, Local 27 (the “Collective Agreement”). If the grievance remains unresolved following the

grievance procedure under the Collective Agreement, the dispute can be arbitrated under the Collective Agreement or referred to the Ontario Labour Relations Board pursuant to section 133 of the *Labour Relations Act, 1995*.

This Letter of Understanding shall remain in effect, on a trial basis, until December 31, 2017 and shall continue to apply to any contractual commitments entered into in accordance with its terms on or before December 31, 2017. On or before December 31, 2017 the parties will meet to discuss the renewal or modification of this letter of understanding. If the parties do not meet and agree to the renewal of this Letter of Understanding it ends.

Yours truly,

Paul Daly
Vice President Carpenters Union, Local 27

For the University:

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