

THIS AGREEMENT made and entered into this 1st day of May,  
1992.

|                  |          |    |    |
|------------------|----------|----|----|
| SOURCE           | O.A.R.U. |    |    |
| EFF.             | 92       | 05 | 01 |
| YEAR             | 95       | 04 | 30 |
| NO. OF EMPLOYEES | 530      |    |    |
| D'EMPLOYÉS       | 530      |    |    |

B E T W E E N:

**THE METROPOLITAN TORONTO ROAD BUILDERS' ASSOCIATION**

(hereinafter called the "**Association**")

OF THE FIRST PART

- and -

**A COUNCIL OF TRADE UNIONS**

acting as the representative and agent of Teamsters' Local Union 230 and Labourers' International Union of North America, Local Union 183

(hereinafter called the "**Council**")

OF THE SECOND PART

WHEREAS the Association, acting on behalf of its members, and the Council, acting on behalf of its members Unions, wish to make a common collective agreement, with respect to certain employees of the members of the Association engaged in road and parking lot construction, repairs, including interlocking stone paving of all types, paving, etc., and all work incidental thereto, and to provide for and ensure uniform interpretation and application in the administration of the collective bargaining agreement;

AND WHEREAS in order to ensure uniform interpretation and application, the Unions hereinafter listed wish to negotiate and administer the said agreement through the Council and for that purpose have constituted the Council and empowered it to act as agent for each Union hereinafter listed;

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AND WHEREAS the Association recognizes the formation by the Unions of the Council and agrees to deal with the Council as the agent of the Unions in negotiating and administering a common collective agreement;

AND WHEREAS the said Unions and the said Council recognize the formation by the companies of the Association and agree to deal with the said Association as the agent of the companies who are members thereof but without liability against the Association for violations of the Collective Agreement by Employers, in negotiating and administering a common collective agreement and agree not to negotiate with any of the said companies on an individual basis.

NOW THEREFORE it is agreed as follows:

**ARTICLE I - COUNCIL OF TRADE UNIONS**

1.01 The members of the Council of Trade Unions are:

TEAMSTERS' LOCAL UNION 230; and  
LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL UNION 183.

1.02 The Unions named above each agree with the other and with the Association:

- (a) To maintain a Council of Trade Unions composed of the accredited representatives of those Unions named above which are parties to this Agreement and no others, as their representative and agent for the purpose of bargaining collectively with the Association and administering this Agreement;

- (b) To delegate, and they do hereby delegate, to the Council acting as their representative and agent, all their rights as bargaining agent for members of their respective Unions who come within the scope of this Agreement and agree during the term of this Agreement not to seek to bargain individually with the Association or its members; and,
- (c) To be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made on their behalf by the Council pursuant to this Agreement.

1.03 The Council, acting as the representative and agent of the Unions named, accepts the delegation of rights as set out in Section 1.02 hereof and assumes the responsibility of bargaining collectively with the Association on behalf of all employees of the member companies of the Association who come within the scope of this Agreement.

## **ARTICLE II - RECOGNITION**

2.01 The Association, on behalf of its member companies, recognizes the Council as the collective bargaining agent for all employees of the members of the Association while working within the Municipality of Metropolitan Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, and the Towns of Ajax and Pickering in the Regional Municipality of Durham, save and except non-working foremen, those above the rank of non-working foreman, office and clerical staff, temporary shop employees, engineering staff, security guards and those employees covered by a subsisting agreement between the Association and the International Union of Operating Engineers, Local 793.

ARTICLE IIIA - UNION SECURITY - TEAMSTERS ONLY

3.01 A All employees shall, when working in a position within the bargaining unit of Union Local 230 be required, as a condition of employment, to be a member of or apply for membership with Teamsters' Local 230 before commencing employment and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement. The Unions agree that they will not refuse membership to any person who applies.

3.02 A 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 one of the Unions as aforementioned, notwithstanding anything to the contrary herein contained.

3.03 A It is further agreed that when a new employee is hired, he ~~will be required~~ to apply for a clearance slip from Teamsters' Union Local 230, before starting work except in emergency circumstances where the Employer required the employee to start work immediately in which event the employee must apply for clearance at the Union Hall not later than the Saturday following commencement of employment. The Employer shall supply a letter to the employee confirming he has been hired.

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3.04 A Each employee shall, when working in a position within the bargaining unit described in Section 2.01 above, be required, as a condition of employment, to have his regular monthly union dues checked off. ~~The~~ Employer agrees to make **such** deductions from the first pay in each calendar month and to remit same not later than the fifteenth (15th) day of the same month to the Financial Secretary 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. The Employer shall show on the T-4 slips the amount of union dues deducted from each employee.

**3.05 A** The Employer further agrees on receipt of proper authorization to deduct the Union Initiation Fee or Re-initiation Fee in two equal weekly instalments and to remit such deduction to the Union when Union Dues are remitted on or before the fifteenth (15th) of each month.

**ARTICLE IIIB - UNION SECURITY - LABOURERS' UNION, LOCAL 183 ONLY**

3.01 B All employees shall when working in a position with the bargaining unit of Union Local **183** described in Article II hereof be required as a condition of employment to be a member in good standing of Local **183** 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 Company is unable to hire employees who are members in good standing of Local 183 then the Company shall give twenty-four (24) hours notice to Local 183 to provide the required number of employees.

It is understood that if Local Union 183 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 seven (7) working days.

3.02 B Upon written agreement and consent of the Union with respect to the number of students employed and the job site location where those students are to be employed, the Company 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 fifty percent (50%) of the regular Labourers' rate and will not be

subject to any Union fringe benefits, but will be required to pay Union Dues, and the said students will not be subject to Initiation Fees.

3.03 B The following shall apply to heavy construction repair projects:

The Company shall have the right to transfer regular employees to a heavy repairs project provided that if replacement employees are required they shall be obtained from the Union.

Further, the Employer has the right to recall regular employees who have worked for one full working season with the Company.

3.04 B Each employee shall, when working in a position within the bargaining unit described in Article 2.01 above, be required as a condition of employment to have his regular monthly union dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than the 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. It is further agreed and understood that the Employers will receive at least 30 days notice of any changes in the amounts of working dues. In the case of the Teamsters Local 230, when Employers issue T4 slips, they shall include the total amount of union dues.

The above shall apply to Labourers' Local 183 for all schedules of this Collective Agreement.

3.05 B It is further agreed that when an employee is hired, he will be required to apply for a clearance slip from Labourers' Union Local 183 before starting work, except in emergency circumstances where the Employer requires the employee to start work immediately, in which event the employee must apply for clearance at the Union Hall not later than the Saturday following commencement of employment. The Employer shall supply a letter to the employee confirming he has been hired.

**ARTICLE IV - MANAGEMENT RIGHTS**

4.01 The Council agrees that it is the exclusive function of each member company:

- (a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds of 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;
- (b) To hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined or disciplinary demoted without reasonable cause shall be subject to the provisions of the Grievance Procedure;
- (c) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;

- (d) It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

**ARTICLE V - GRIEVANCE EDURE**

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

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

**Step No. 1** - Within twenty (20) working days after the circumstances giving rise to the grievance occurred or originated (save and except grievances arising out of discharge cases in which case the grievance shall be brought forward within ten (10) working days of the employee being notified of his discharge, and save and except monetary and benefit grievances as defined in Section 5.03 and administered under Section 5.04 and 5.05 below), the aggrieved employee with his business representative may present **his** grievance, which shall be reduced to writing to the Employer. Should no settlement satisfactory to the employee be reached within ten (10) full working days, the next step in the grievance procedure may be taken at any time within ten (10) working days thereafter.

**Step No. 2** - The Council Grievance Committee, if it considers it a valid grievance, may submit the grievance to a committee of the Association and the respective committees shall meet within five (5) working days thereafter in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting, the grievance may be submitted to arbitration as provided in Article VI below at any time within twenty (20) working days thereafter or referred to the



Ontario Labour Relations Board **for** arbitration pursuant to Section 126 of the **Labour Relations Act** within a reasonable time which shall not be more than twenty (20) working days thereafter.

5.03 Monetary grievances are defined as those arising under this Agreement involving payment for hours of work, rates of pay, overtime, shift premiums, travelling expenses, room and board allowances and reporting allowances, but do not include grievances arising out of classification assignment. Benefit grievances are defined as those arising under this Agreement involving payment of Pension and Welfare Contributions, Union Dues, Working Dues, Industry and Training Fund, and vacation and statutory holiday pay.

5.04 Monetary grievances shall be brought forward at Step 1 within three (3) months after the circumstances giving rise to the grievance became known or ought reasonably to have become known to the Council. It is further understood that the adjustment of any such grievance shall be retroactive to the first day of the alleged violation within the three (3) month period.

5.05 Benefit grievances shall be brought forward at Step 1 within twelve (12) months after the circumstances giving rise to the grievance become known or ought reasonably to have become known to the Council. It is further understood that the adjustment of any such grievance shall be retroactive to the first day of the alleged violation within the twelve (12) month period.

**ARTICLE VI - A1**

6.01 Both 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 V above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

**6.02** The Board of Arbitration will be composed of one person appointed by the Association, one person appointed by the Council and a third person to act as Chairman chosen by the other two members of the board.

**6.03** Within two (2) working days of the request of either party for a board, each party shall notify the other of the name of its appointee.

**6.04** Should the person chosen by the Association to act on the board and the person chosen by the Council fail to agree on a third member as Chairman within five (5) days of the notification mentioned in **6.03** above, the Minister of Labour of the Province of Ontario will be asked to nominate an impartial person to act as Chairman.

**6.05** The decisions of the Board of Arbitration or a majority of such board, constituted in the above manner, or if there is no majority, the decision of the Chairman, shall be binding upon the employees, the Union, the Council, the Employer and the Association.

**6.06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

**6.07** Each of the parties to this Agreement will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Chairman.

**6.08** (a) The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the written record

of the grievance and may not be subject to change in later steps;

- (b) In determining the time which is allowed in the various steps, Sundays and Statutory Holidays shall be excluded, and any time limits may be extended by agreement in writing;
- (c) If advantage of the provisions of Article V and VI hereof is not taken within the time limits specified therein or as extended in writing, as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.

**ARTICLE VII - MANAGEMENT } AND COUNCIL ( \_\_\_\_\_**

7.01 It is understood that the Association, on its own behalf or on behalf of any of its member companies, may file a grievance with the Council 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 grievance shall be processed at Step No. 2 of the Grievance Procedure set out in Article V hereof.

7.02 A Council grievance, which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit, in regard to which a number of employees have signified an intention to grieve or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in writing in the same manner and within the same time limits as in the case of an employee grievance. Such grievance shall be processed at Step No. 2 of the Grievance Procedure as set out in Article V hereof. If it is not settled, it may go to a Board of Arbitration in the same manner as a grievance of an employee.

**ARTICLE VIII - STATUTORY HOLIDAYS, VACATION PAY AND  
STATUTORY HOLIDAY PAY, HOURS OF WORK,  
WAGE RATES, ETC.**

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8.01 Attached hereto as Schedule "A" to this Agreement is a schedule of Statutory Holidays, Vacation Pay and Statutory Holiday Pay, Hours of Work, Wage Rates, etc., which is hereby made a part of this Agreement.

**ARTICLE IX - UNION REPRESENTATION**

9.01 The Business Representative of the Council shall have access to all working areas during working hours as necessary for the administration of this Agreement, but in no case shall his visits interfere with the progress of the work. When visiting a job, he will first advise the superintendent or other supervisory personnel as designated by the Employer. Where clearance is required from the owner it is the responsibility of the Council to obtain such clearance. The Council agrees to give such assistance as is required of it by the Employer to secure competent and qualified men.

9.02 The Employers agree to recognize one steward for up to twenty (20) employees or major fraction thereafter, but shall not be obliged to recognize such stewards until the job superintendent or the foreman on the job if there is no job superintendent, has been informed by the Business Agent of the appointment; such appointment shall be confirmed by the Union in writing to the Employer within seven (7) working days thereafter. The steward will not be excluded from overtime work on his crew, provided he is able to do the work required, and shall be one of the last two men retained by the Employer if competent to perform the available work remaining. The Employer will recognize one Teamster steward in addition to the foregoing where more than four (4) Teamsters are employed.

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**ARTICLE X - PRODUCTIVITY**

10.01 The Council and the Association recognize the mutual value of improving by all proper and reasonable means the productivity of the individual workman, and both will undertake individually and jointly to promote such increased productivity.

10.02 In view of the Grievance and Arbitration Procedures provided in this Agreement, there shall be no strikes or lockouts so long as this Agreement continues to operate.

10.03 Neither of the Unions on whose behalf this Agreement is entered into shall involve the Association or its member companies in any dispute which may arise between the Council or trade union and any other company and the employees of such other company. The Council further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

10.04 The Company agrees to contract or sub-contract the following work only to contractors or sub-contractors who are in contractual relations with the Unions comprising the Council:

- (a) Asphalt or concrete paving or curb and gutter work and sidewalks including interlocking stone paving;
- (b) Sewer and Watermain work;
- (c) Fencing and sound barriers of all types;
- (d) All landscaping work; except for sod and/or topsoil work, for which the Employer will give preference to subcontractors that are in contractual relations with the Union provided that prices are relatively competitive.

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Effective January 1st, 1995, this clause shall include all landscaping work;

(e) Heavy construction work

10.04 (A) The Company agrees to sub-contract utility construction work covered by the collective agreement between The Utility Contractors' Association of Ontario Inc. and The Labourers' International Union of North America, Local 183, Ontario Provincial District Council, et al which is to be performed in connection with construction work under this Agreement only to contractors who are party to or bound by a collective agreement with or binding upon Labourers' Union, Local 183 and which contractors shall perform such work under the said collective agreement.

10.05 **Work Preference** - The Employers will give preference to owner operators (dump trucks and disposable boxes) who are members of Teamsters' Local Union No. 230.

10.06 If an Employer covered by this Agreement engages in work other than road and parking lot construction, repair, including interlocking stone paving of all types, paving, etc., and work incidental thereto, and such other work comes within the purview of the existing collective agreements between the Council and the Metropolitan Toronto Sewer & Watermain Contractors Association, The Utility Contractors Association of Ontario, The Heavy Construction Association of Toronto, Subway Contractors or the Underground Parking Restoration agreement, the rates of pay and conditions from such appropriate agreement shall apply.

**ARTICLE XI - PAYMENT OF WAGES**

11.01 Wages shall be paid weekly by cash or cheque on the job at the option of the Employer and shall be accompanied by a slip outlining all hours of work, overtime hours, hourly rate, deductions for income tax, unemployment insurance, pension, etc.,

where applicable. In the event that wages are paid by cheque, pay day shall be no later than Thursday.

11.02 In the case of layoff, all men shall receive one hour's notice in advance of the layoff.

11.03 Whenever Unemployment Insurance Separation Certificate, and pay cheque are not given to employees at the time of termination, they shall be sent by the Employer affected to the employee by registered mail to his last known address on file with the company within two (2) working days of the time of termination. Further, an employee who is laid off will be sent his pay cheque within two (2) working days of layoff, and an employee who quits shall be sent his pay cheque not later than the next regular pay day.

**ARTICLE XII - SAFETY, SANITATION AND SHELTER**

12.01 Every Employer shall provide a proper and adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch and store their clothing. Sanitary toilets shall be provided in accordance with the provisions of the Occupational Health and Safety Act of Ontario. The facilities referred to herein will be provided before production work commences on the job.

12.02 The Employer shall supply safety helmets to employees at no cost. If an employee on termination of employment does not return said helmet, he shall be charged at cost. If the helmet is returned and has been made unwearable through wilful neglect and abuse, the employee shall be charged for the full replacement value.

12.03 It is further agreed that drinking water and paper cups will be provided for employees on all jobs and that washing water

will be provided where outlets are available to the Employer. Further, if a trailer is used at the job site for storage of tools and equipment, in addition to use as lunchroom facilities (heated when necessary), the tool storage area will be partitioned off.

12.04 A Safety Committee is to be established composed of two (2) members of the Council and two (2) representatives of the Association. Meetings, not to exceed one per month, will be held when requested by either party. 6/4

12.05 When employees are required to perform their duties in wet weather, the Employer agrees to supply suitable protective clothing, including rubber boots and rain suits, which will be returned to the foreman when the assigned duties are completed. It is understood that this provision does not apply to employees who are required to wear rubber boots in the normal course of their duties.

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

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

12.08 The trucks to be used to transport employees will be covered and tools will be secured in tool boxes. No materials will be carried in the trucks in a manner endangering the safety of the employees being transported.



**12.09** No employee will be discharged by his Employer because he fails to **work** in unsafe conditions contrary to the provisions of the Occupational Health and Safety Act of Ontario. Any refusal by an employee to abide by such regulations after being duly warned will be sufficient cause for dismissal.

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**12.10** On projects where the Employer provides locked-up facilities as required under Section **12.01** for employees to store their tools and clothing the Employer will reimburse an employee for up to **\$250.00** for loss due to fire or theft resulting from a break-in to such locked-up facilities. To be eligible for such reimbursement an employee must have Employer approval for the tools and clothing that will be placed in such facilities.

**ARTICLE XIII - ERGONOMICS TRAINING**

**13.01** As a condition of employment, newly hired employees shall be required to attend and complete the ergonomics training course offered by the Labourers' Local **183** Members Training Fund within thirty (30) days of hiring.

**13.02** On site supervisory personnel of any Employer shall be required to attend and complete the ergonomics training course offered by the Labourers' Local **183** Members Training Fund by April 30th, **1994**.

**13.03** Union Stewards shall be required to attend and complete the ergonomics training course offered by the Labourers' Local **183** Members Training Fund by April 30th, **1994**.

**13.04** The Union shall ensure that in issuing a referral slip under Article III, the employee has taken the ergonomics training course or that arrangements have been made to comply with **13.01** hereof.

13.05 All of the above training shall not be performed on company time.

**ARTICLE XIV - THE OCCUPATIONAL AND REHABILITATION HEALTH CLINIC FUND**

14.01 The Employer agrees to co-operate with the programs established by the Soft Tissue Rehabilitation Clinic and the Occupational Health Clinic, and, in particular, to require his employees to attend at the Occupational Health Clinic for the requisite testing at least once every three (3) years and further, to notify the Soft Tissue Clinic of any soft tissue injury sustained by any of his employees, including the address and telephone number of such employees, within (3) days of the Employer being advised that said employee sought medical attention.

**ARTICLE XV - COFFEE AND LUNCH BREAKS**

15.01 Employees will be allowed one coffee break of ten (10) minutes in each half of the working shift.

15.02 Employees shall be allowed a one-half hour unpaid meal break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a meal break.

**ARTICLE XVI - WELFARE PENSION AND LEGAL PLAN COVERAGE**

16.01 (a) The Employer agrees to pay the sum of eighty cents (80¢) for each hour worked by each employee represented by Local 183 to Local 183 Members' Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of purchasing weekly indemnity, life insurance, major medical, dental care or similar benefits for such employees. Effective August 1st, 1993, the amount of this contribution shall be increased to ninety

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cents (90¢) and effective August 1st, 1994, the amount shall be further increased to one dollar (\$1.00).

(b) (i) The Employer agrees to pay the sum of five cents (5¢) for each hour worked and effective August 1st, 1993 to be increased to seven cents (7¢) for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits for such employees and their beneficiaries.

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

16.02 The Employers agree to pay the sum of one dollar and thirty-two cents (\$1.32) for each hour worked by employees represented in this Agreement by Local 183, Labourers' International Union of North America, into the Central and Eastern Canada Labourers' International Union Pension Fund jointly and equally administered by the Trustees representing Employers and Union. Effective April 1st, 1993 the amount of this contribution shall be increased to one dollar and forty-two cents (\$1.42) per hour and effective April 1st, 1994, the amount shall be further increased to one dollar and fifty-two cents (\$1.52) for each hour worked.

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16.03 The parties agree to the continuance of the Teamsters' Local Union 230, Members' Benefit Fund, with the Metropolitan Toronto Sewer and Watermain Contractors Association, jointly administered by an equal number of Employer and Union trustees, for the purpose of purchasing weekly indemnity, life insurance, medical, dental and other similar benefits for the employees covered by this Agreement, represented by Teamsters' Local Union

230. The Employers agree to pay for each hour worked by employees represented in this Agreement by Teamsters' Local Union 230, into the Teamsters' Local Union 230 ~~Members Benefit Fund~~, the following sums:

Effective Aug. 4, 1992 - Ninety-five cents (95¢)

Effective Apr. 1, 1993 - One dollar and five cents (\$1.05)

Effective Apr. 1, 1994 - One dollar and fifteen cents (\$1.15)

16.04 The Employer agrees to pay into the Teamsters' Canadian Pension Plan - Construction Division. Pension Plan jointly administered by Trustees' representing Employers and Union. Effective August 4, 1992, one dollar and seventy cents (\$1.70) per hour worked by employees represented in this Agreement by Teamsters' Local 230.

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16.05 Payments into the welfare funds and pension funds are to be made by the fifteenth (15th) day of the month following the month for which payment is made.

16.06 It is agreed that by joint agreement the trustees of the benefit funds shall be empowered to charge interest at the rate of two per cent (2%) per month on failure of an Employer to make payment due to the benefit funds in accordance with Section 14.05. It is further agreed that by joint agreement of the Council and the Association interest at the rate of two percent (2%) per month compounded monthly, yielding 26.7% per annum may be charged on failure of an Employer to make payments due to the pension funds in accordance with Section 16.05.

ARTICLE XVII - TRANSFER OF FUNDS

17.01 During the lifetime of this Agreement, the Union shall have the right, subject to the approval of the Trustees, at any time to require the Employer to change the amounts of the

contributions to any Trust Funds other than the Vacation with Pay Trust Fund by transferring any portion of the contribution required to be made to any particular Trust Fund to any other Trust Fund provided that there shall be no increase in the total monetary contributions required to be made under this Agreement and also provided that the Trust Fund to which contribution is redirected to, is part of this Collective Agreement.

**ARTICLE XVIII - AMENDMENT PROVISIONS OF TRUST AGREEMENTS**

18.01 The Labourers' International Union of North America, Local 183 and the Association agree to amend the following sections of the following Trust Funds:

- (a) Section 8.01 of the Agreement of Declaration and Trust made as of October 1, 1980, as amended, establishing the Local 183 Members' Benefit Fund.
- (b) Section 8.01 of the Agreement and Declaration of Trust made as of the 1st day of May 1977 establishing the Labourers' Local 183 Members' Training and Rehabilitation Fund, as amended.
- (c) Local Union 183 Civil Engineering Vacation with Pay Trust Fund (the "**Fund**") that Section 4.03 (h) of the Agreement and Declaration of Trust made as of the 1st day of July 1976, as amended, establishing the said Fund.

18.02 To provide that, with respect to the amendment of the Trust Agreement by the Union and the Party Association, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty percent (60%) of the Party Association provided that if the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Party Association, any Association which claims it will

suffer hardship as a result of such amendment may refer within fifteen (15) days the issue to an arbitrator appointed by mutual agreement, in which case the arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate its claim. If the parties cannot agree upon an arbitrator, the Office of Arbitration will be asked to appoint an arbitrator for them within fifteen (15) days hereafter.

**ARTICLE XIX - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM  
INDUSTRIAL ACCIDENT**

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

**19.02** The above shall not apply if the injury is attributable solely to the wilful misconduct of the employee.

**19.03** The parties agree to the establishment within three (3) months of the signing of this Agreement, of a joint committee of equal representatives of the Metropolitan Toronto Road Builders' Association, the Metropolitan Toronto Sewer and Watermain Contractors Association, the Heavy Construction Association of Toronto and the Utility Contractors Association of Ontario and Labourers' Local **183** for the purpose of exploring the possibilities of finding light work within the industry for injured workers. Any

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decisions reached by the said joint committee and approved by the Association and Labourers' Local 183 shall be binding upon all Employers bound by this or a similar or like collective agreement.

**ARTICLE XXA - INDUSTRY AND TRAINING - TEAMSTERS' LOCAL 230 ONLY**

**20.01 A** Effective May 1, 1991, the **sum of** four cents (4¢) per hour for each hour worked by each employee covered by this Agreement into the Teamsters' Local 230 Members Training Fund administered jointly by an equal number of management and union trustees one of which management trustees shall be appointed by the Association.

**20.02 A** The Employer shall remit such contributions by separate cheque with the other contributions under Article XVI together with the supporting information as required by the Trustees on the Reporting Form.

**20.03 A** Such contributions shall be immediately forwarded to Teamsters' Union Local 230 office by the fifteenth (15th) day of each month, at the time union dues are remitted.

**20.04 A** The Metropolitan Toronto Road Builders Association and the Employers agree to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of contributions made under Article XVI.

**ARTICLE XXB - INDUSTRY AND TRAINING - LOCAL 183 ONLY**

**20.01 B** Each Employer bound by this Agreement or a like agreement adopting in substance but not necessarily in form, the terms and conditions herein, shall contribute the sum of twenty-four cents (24¢) per hour for each hour worked by each employee covered by this **Agreement** or such **like Agreement**, and **remit** monthly to the Labourers' Local 183 Members Training and Rehabilitation Fund such

contributions together with a duly completed Employer's Report Form, by the fifteenth (15th) day of the month following the month for which the payments are due, and such money shall be distributed as follows:

- (a) The sum of ten cents (10¢) per hour for each hour worked by each employee covered by this Agreement or such like agreement, shall be immediately paid to the Association by the Trustees of the Labourers' Local 183 Members Training and Rehabilitation Trust Fund as each employer's contribution to the cost of negotiating and administering this Agreement;
- (b) The sum of fourteen cents (14¢) per hour for each hour worked by each employee covered by this Agreement or such like agreement, shall be retained by the Labourers' Local 183 Members Training and Rehabilitation Trust Fund which shall be jointly administered by an equal number of management and union trustees, one of which management trustees shall be appointed by the Association;
- (c) Effective April 1st, 1994 the contribution referred to above of twenty-four cents (24¢) per hour shall be increased to twenty-nine cents (29¢) per hour, and the fourteen cents (14¢) per hour referred to in subparagraph (b) above shall be increased to nineteen cents (19¢) (Training Fund).

**ARTICLE XXI - INDUSTRY GRADING**

21.01 The parties agree to continue with the joint committee of equal representatives of the Association and Labourers' Local 183 for the purpose of issuing recognized identification cards noting the employee's classification. The issuance of such cards will be based upon the certifications given by Employers in the Association



and/or such criteria or such standards as the Committee may adopt from time to time. The Committee shall continue to determine which classifications contained in the groups in Schedule "A" hereto shall be subject to this procedure. The criteria are contained in Appendix IV attached hereto and forming part of this Agreement. Further in co-operation with Labourers' International Union of North America, Local 183 Training and Rehabilitation Centre Trust Fund, both parties agree to the understanding contained in Appendix V attached hereto and forming part of this Agreement.

**ARTICLE XXII - GOVERNMENT LEGISLATION**

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

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

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

**ARTICLE XXIV - LABOUR MANAGEMENT JOB PROMOTION ORGANIZATION**

24.01 The Union and the Association agree to create and establish an Organization to be known as the "Labour Management Job Promotion Organization", the purpose of which shall be to actively promote employment in the construction industry in the Municipality of Metropolitan Toronto and surrounding areas by providing professional assistance to contractors, builders and developers in their relations with federal, provincial and municipal governments, and their agencies, in matters pertaining to legislative change and obtaining regulatory approval for building and construction.

24.02 The parties agree to create and establish the organization jointly with other associations to be composed of one professional lobbyist appointed and paid for by the Union and one appointed and paid for by the Associations. It is agreed that the administrative expenses incurred by the organization shall be shared equally by the parties on a basis to be determined by them within two (2) months from the date of the execution hereof. Expenses to be shared are in the following categories:

- (a) Secretarial
- (b) Office Supplies
- (c) Telephone Expenses

**ARTICLE XXV - DELINQUENCIES**

25.01 In the event an Employer fails to remit any contributions or deductions for the Benefit Plan, Pension Plan, dues, fees, Training Fund, Working Dues Check-Off, or Industry Fund, the Employer shall pay to the appropriate fund **as** liquidated damages and not as a penalty an amount equal to two percent (2%) per month compounded monthly for any delinquent contributions, deductions or remittances fifteen (15) days in arrears calculated from the date

due, provided the Employer has received five (5) days prior written notice to correct such delinquency and has not done so.

**25.02** With reasonable cause, the Trustees may request an Employer to submit to them within a stipulated period a certified audited statement of payroll contributions to these funds for a period not to exceed the period from the effective date of this Agreement until the date the audit takes place. Such statements shall reply to the questions submitted to the Employer by the Trustees.

**25.03** If the Employer does not submit the certified audited statement as per Section **25.02**, the Trustees may appoint an independent chartered accountant or other qualified person to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's records only with respect to the Employer's contributions or deductions to the required Employee Benefit Plans, Pension Plan, dues, fees, Working Dues Check-Off, and Industry Fund.

**25.04** Where the Trustees appoint an auditor, the cost shall be borne by the appropriate plan. In the event that the audit reveals discrepancies between the Employer's records and the contributions or deductions submitted, the cost shall be borne by the Employer.

**25.05** In the event such audit reveals that the Employer has failed to remit contributions in accordance with the provisions of this Agreement, the Employer shall, within five (5) days of receipt of written notice from the Trustees, remit all outstanding contributions together with any liquidated damages required under the terms of Section 25.01 above and completed supporting contribution report.

**25.06** When an Employer fails to remit all delinquent contributions, the provisions of Section 25.01 shall apply and the

Union, on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employers under Section 126 of the Labour Relations Act of Ontario. All cost of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.

**25.07** Where the Union has taken prior proceedings and obtained a decision against an Employer for delinquent contributions, deductions or remittances, the Union may require the said Employer to post a cash bond or certified cheque not to exceed twenty thousand dollars (\$20,000.00) to be held in trust by the Trustees for a period to be determined by the Trustees. In the event that the said Employer again becomes delinquent for contributions, deductions or remittances, the Union and/or the Trustees may apply the cash bond or certified cheque, or any portion thereof, to satisfy the delinquency and require the Employer to replenish the cash bond or certified cheque in a higher amount. In the event that the cash bond or certified cheque does not satisfy the full amount of the delinquency, the Union may take other proceedings to recover the balance.

**25.08** If an Employer does not have any employees in his employ, he shall submit a nil report in accordance with the provisions of Section 25.03.

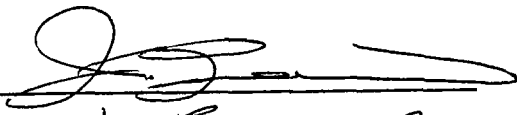
**ARTICLE XXVI - DURATION**

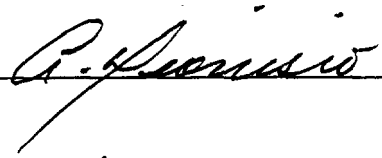

**26.01** This Agreement shall become effective on the 1st day of May, 1992 and shall remain in effect until the 30th day of April, 1995, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination of or proposed revision of this Agreement not more than one hundred and twenty days (120) and not less than thirty (30) days before the 30th day of April, 1995, or in a like period in any year thereafter.

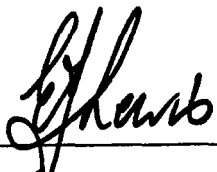
IN WITNESS WHEREOF the PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART have caused their proper officers to affix their signatures the 21 day of July, 1992. 3 ~~RS~~



THE METROPOLITAN TORONTO  
ROAD BUILDERS' ASSOCIATION

A COUNCIL OF TRADE UNIONS  
acting as the representative  
and agent of Teamsters' Local  
Union 230; and Labourers'  
International Union of North  
America, Local 183

  
J. ROCCIA

  
P. Scrimis  
  
F. Mancos

  
E.J. LEWIS.

  
J. Corleis  


SCHEDULE "A"

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1. HOURS OF WORK AND OVERTIME

- (a) The standard hours of work for all employees, other than watchmen, shall be based on fifty (50) hours per week, exclusive of travelling time to and from the job.
- (b) Overtime at the rate of time and one-half the employee's current hourly rate shall be paid to all employees, other than watchmen, for all work performed in excess of ten (10) hours per day, or in excess of fifty (50) hours per week or on Saturdays. On a three shift operation, the 15th shift may be worked at straight time on Saturday until 7:00 a.m. and the applicable shift premium shall be paid.
- (c) Overtime at the rate of double the employee's current hourly rate shall be paid to all employees, other than watchmen, for **all** work performed on Sundays and on the following statutory holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, or any other statutory holiday legally declared by the Federal or Provincial Government.
- (d) Watchmen shall receive overtime payment at the rate of time and one-half the employee's current hourly rate for all work performed on such employee's seventh consecutive shift.

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2. WAGES AND CLASSIFICATIONS

|    |  | Effective     |               |               |               |               |
|----|--|---------------|---------------|---------------|---------------|---------------|
| A. | Labourers' Local 183<br>Classifications  | AUG 4<br>1992 | APR 1<br>1993 | AUG 1<br>1993 | APR 1<br>1994 | AUG 1<br>1994 |
| 1. | Grade Person. Asphalt Rakers. Concrete road, curb and side walk finisher. Form Setters. Curb setters. Brick Setters Pipe Layers. Curb Machine Operators. Concrete Paving Track Setters. Tail End Paver and Asphalt Grinder.  | \$22.77       | \$23.22       | \$23.50       | \$23.90       | \$24.16       |
| 2. | Labourers (Inc. wiremesh & steel reinforcing). Operators of pumps, 3 inches in diameter and under. Interlocking stone and Gabion Installers. Labourers' (Operating all machine-driven tools by gas, air or electricity, including plate tampers, operators of self-propelled hand compactors (walk behind) Concrete Workers (Screedmen, Puddlers, Floatmen). Fence Erectors (chain link and other types including snow fences). Guard Rail Installers. Diamond Saw Operators (Jack Hammermen). Sound Barrier Erectors. Manhole Builders. | \$21.27       | \$21.72       | \$22.00       | \$22.40       | \$22.66       |
| 3. | Traffic Control Person; Casual Watch Person.   | \$13.27       | \$13.72       | \$14.00       | \$14.40       | \$14.66       |
| 4. | Watchperson (for 6 nights' duty 10 hours per day, 50 hours per week).  | \$450.00      |               |               |               |               |

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**Note:**

- (a) An employee working as a labourer who is required to do casual watching or work as a flagman on a casual or intermittent basis will not have his rate reduced thereby.
- (b) Where working foremen are employed by a member company of the Association, they will receive a premium of a minimum of one dollar (\$1.00) per hour over the highest rate paid to employees in such foreman's regular and permanent crew.
- (c) A qualified employee shall be paid the rate for the work to which he is assigned.
- (d) An employee working as a skilled labourer such as a cement finisher or form setter who is required to do casual labourer work on a casual or intermittent basis will not have his rate reduced thereby.

| B. | Teamsters'<br><u>Classifications</u>   | APR 1<br><u>1993</u> | Effective            |                      | AUG 1<br><u>1994</u> |
|----|--|----------------------|----------------------|----------------------|----------------------|
|    |  |                      | AUG 1<br><u>1993</u> | APR 1<br><u>1994</u> |                      |
| 1. | Truck Drivers, including off-Highway   | \$21.88              | \$22.24              | \$22.69              | \$23.05              |
| 2. | Fuel Trucks Drivers  | \$21.93              | \$22.29              | \$22.74              | \$23.10              |
| 3. | Load Bearing Boom Drivers; Dumpcrete Drivers, Pup Dump Trailer Drivers; Flo-Boy Drivers; Tractor Trailer, Dump Truck Tag-A-Long over 15 tonnes | \$22.03              | \$22.39              | \$22.84              | \$23.20              |
| 4. | Truck Train Driver, Custom Mobile Mixer Units (truck or trailer mounted)   | \$22.06              | \$22.42              | \$22.87              | \$23.23              |
| 5. | Float Drivers  | \$22.53              | \$22.89              | \$23.34              | \$23.70              |



3. WORKING DUES - LOCAL 183 ONLY

3.01 Each employee shall, when working in a position within the bargaining unit described in Article 2.01 above, be required as a condition of employment, to have his regular monthly union dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than the fifteenth (15th) day of the 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. It is further agreed and understood that the Employer will receive at least 30 days notice of any changes in the amounts of working dues.

4. VACATION PAY AND STATUTORY HOLIDAY PAY *5/6*

4.01 (a) Vacation and statutory holiday credits 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 five percent (5%) of the gross wages is to be considered in lieu of statutory holiday pay.

(b) Vacation and statutory holiday pay as aforesaid shall be paid into the Labourers' Local 183 Civil Engineering Vacation Pay Trust Fund, jointly administered by an equal number of Employer and Union trustees, which Employer trustees shall be appointed by the Metropolitan Toronto Sewer and Watermain Contractors' Association, the Utility Contractors' Association of Ontario, the Heavy Construction Association of Toronto and the Metropolitan Toronto Road Builders' Association. One of the said Employer trustees may be appointed by the Association. Payments into the Fund shall be made monthly and the interest earned by the investment of the

monies in such fund shall be firstly applied against the administration costs of the Fund and secondly, against any deficit caused by the delinquency of a contributing Employer and the balance shall be paid to the Association pro-rated on the basis of contributions into the Fund made by all Employers covered by this agreement, on account of the Association's costs of negotiating and administering this agreement. Payments into the Fund shall be made by the fifteenth (15th) day of the month following the month for which payment is due. The Chairmanship of the Trust Fund shall alternate annually between the Union and the Employer trustees.

Vacation with Pay Trust Fund surplus to be distributed as follows:

- (i) Administration costs;
- (ii) Deficits;
- (iii) Surplus in an amount sufficient to cover the Association's obligation to the job promotion organization shall be paid and any balance shall be paid to the Association.

**5. REPORTING ALLOWANCE**

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

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(b) An employee who reports for work at the Employer's job site or shop, unless directed not to report, and for whom no work is available, due to inclement weather, shall receive a minimum of

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one hour's reporting time, provided the employee remains on the job for one hour after his designated starting time if requested to do so by the foreman.

(c) An employee who in the course of his shift is directed by the Employer to wait on a job or travel from one job site to another job site shall be paid for such waiting or travel time.

6. SHIFT PREMIUMS

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(a) A shift premium of one dollar and seventy-five cents (\$1.75) per hour will be paid for all work performed on a regularly scheduled second or third shift in the shop.

(b) A shift premium of one dollar and seventy-five cents (\$1.75) per hour will be paid for all work performed on a regularly scheduled second or third shift or on a shift starting after 4:00 p.m.

7. OUT OF TOWN ALLOWANCES

(a) In regard to out-of-town allowances, it is understood that if the Employer requires an employee to be out-of-town overnight, the Employer will provide suitable room and board for the employee up to a maximum of fifty-five dollars (\$55.00) per day or a maximum of two hundred and seventy-five dollars (\$275.00) per week. If the employee is more than one hundred and sixty (160) kilometres out of Toronto then such room and board allowance shall be payable to a maximum of seven (7) days per week.

(b) In regard to travelling time in the fringe area, outside the 40-kilometre radius including the Town of Newmarket, and up to 80 kilometres the employee will be paid at the rate of thirty cents (30¢) per road kilometre, one way, from the Toronto City Hall to

the **job** site. Such payment is in lieu of room and board and is not paid when Company transportation to the job is supplied and straight time is paid to the employees.

(c) Employees will be granted travelling allowance of eight dollars (**\$8.00**) per day to jobs outside of Metropolitan Toronto but within the 40-kilometre radius including the Town of Newmarket when Company transportation to the job is not supplied. This shall not apply to jobs within the 25 kilometres of a contractor's permanent yard where such yard is located outside of Metropolitan Toronto and within the 40-kilometre radius including the Town of Newmarket and where Company transportation is provided from an assembly point to employees coming to the job from within Metropolitan Toronto.

(d) It is understood that when an employee is sent out of town by his Employer in the circumstances contemplated by paragraphs (b) and (c) above, the Employer will maintain the rate of wages, hours of work and fringe benefits provided for in this Agreement including and without limiting the generality of the foregoing welfare, pension, vacation and statutory holiday pay and training as provided herein.

(e) Where the Employer supplies transportation and where an employee is required by his Employer to report to a yard or assembly point within Metropolitan Toronto before going to a job outside of Metropolitan Toronto, the employee will be paid at straight time while travelling to and from the job in excess of one-half hour each way.

APPENDIX " "

This Appendix shall apply to employees within the jurisdiction of Labourers' Union, Local 183.

In regard to Union Security, it is additionally agreed that a contractor who is a prime contractor on a heavy construction project to which the Agreement between the Labourers' Union, Local 183 and The Heavy Construction Association applies, the Union Security provisions of that Agreement relating to Union membership shall apply. This understanding does not apply to any subcontractors on the project.

APPENDIX "II"

This Appendix shall apply to employees within the jurisdiction of Teamsters' Union, Local 230 only.

In determining employees to be laid off or recalled after layoff, the Employer will consider the relative skill and ability of the employees and their length of service with our company. As between two (2) employees whose skill and ability are equal, length of service will be the governing consideration.

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In speaking of an employee's service for these purposes, we refer to service since his last hiring and do not include time of employment prior to a discharge or a quit. In addition, **it is** understood that an employee loses his seniority if he is laid off and is not re-employed within six (6) months from the date of layoff or if he fails to return to work after he has been notified by us to return to work by registered mail.

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APPENDIX "III"

If the Employer is required to purchase ready mix concrete, it will make such purchase only from producers who are in a contractual relationship with the Teamsters' Union. This Agreement is subject to the Grievance Procedure and Arbitration provisions of the Collective Agreement as well as the Ontario Labour Relations Act.

It is expressly understood and agreed that this commitment will not now, or in the future, be extended to the supply of other materials or services.

**APPENDIX "IV"**

This Appendix shall apply to employees within the jurisdiction of Labourers' Union, Local 183.

- (A) A Recognition Committee for classification purposes of two representatives of each party be established to accept Company certification cards or proficiency for the following classifications:
1. Asphalt Raker
  2. Grade Person
  3. Cement Finisher
  4. Form Setter
  5. Working Foreman
  6. Tail End Man
- (B) Card must be clearly identifiable and contain members name, Social Security Number, Date of Birth, etc.
- (C) Card to be used for Union Registration purposes only. They will not be used in any grievance procedure, nor will they be used to increase any hourly rate of pay, (i.e. a certified Asphalt Raker is hired as a Labourer, he shall receive Labourers rate of pay).
- (D) Should there be any question of the card holder's capabilities or proficiency, any Employee or Employer can make a request to the Committee for a review. The employee in question shall be sent to the Training Centre for a proficiency test.