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TORONTO AND AREA 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 UNIVERSAL WORKERS UNION, LIUNA LOCAL 183
(HEREINAFTER CALLED THE "COUNCIL")

OF THE SECOND PART

MAY 1ST, 2007 TO APRIL 30TH, 2010

02654 (10)

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-AND-
A COUNCIL OF TRADE UNIONS
ACTING AS THE REPRESENTATIVE AND AGENT OF TEAMSTERS' LOCAL UNION 230
AND UNIVERSAL WORKERS UNION LIUNA LOCAL 183

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THIS AGREEMENT made and entered into this 1st, day of May, 2007

BETWEEN:

TORONTO AND AREA 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' Union, Local 230 and Universal Workers Union, L.I.U.N.A., Local 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 member Unions, wish to make a common collective agreement, with respect to certain employees engaged in all 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;

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 in accordance with the Accreditation Order, but without liability against the Association for violations of the Collective Agreement by Employers, in negotiating and administering a common collective agreement.

NOW THEREFORE it is agreed as follows:

ARTICLE 1 - COUNCIL OF TRADE UNIONS

- 101 The members of the Council of Trade Unions are:
TEAMSTERS' LOCAL UNION 230; and
UNIVERSAL WORKERS UNION, LOCAL 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; and
- (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 Employers; 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 Article 1.02 hereof and assumes the responsibility of bargaining collectively with the Association on behalf of all employees who come within the scope of this Agreement.

ARTICLE 2 - 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 and all employees of any other Employer on behalf of whom the Association has the authority to bargain in accordance with its Accreditation Order and otherwise, while working within Ontario Labour Relations Board Areas #8, 9, 10, 11 and 18, 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 3 - UNION SECURITY

TEAMSTERS ONLY

3.01 All employees shall, when working in a position within the bargaining unit of Teamsters' Local 230 is 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 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 It is further agreed that when a new employee is hired, he will be required to apply for a clearance slip from Teamsters' Local 230, 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.

3.04 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 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 The Employer further agrees on receipt of proper authorization to deduct the Union Initiation Fee or Re-Initiation Fee in two (2) equal weekly installments and to remit such deduction to the Union when Union Dues are remitted on or before the fifteenth (15th) of each month.

UNIVERSAL WORKERS UNION, LOCAL 183 ONLY

3.06 All employees shall when working in a position with the bargaining unit of Union Local 183 described in Article 2.01 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 Universal Workers Union, Local 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.

3.07 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, and as a condition of employment shall obtain a clearance certificate from the Union. 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.

3.08 The following shall apply to heavy construction repair projects:

- (i) 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.

- (ii) Further, the Employer has the right to recall regular employees who have worked for one (1) full working season with the Company.

In both cases employees will obtain a clearance slip from the Union as provided for in Article 3.10 prior to commencing work.”

3.09 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 Employers will receive at least thirty (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 Universal Workers Union, Local 183 for all schedules of this Collective Agreement.

3.10 It is further agreed that when an employee is hired and/or recalled, he will be required to apply for a clearance slip from Universal Workers 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 4 - 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, and/or in a manner which is arbitrary, discriminatory or in bad faith.

ARTICLE 5 - GRIEVANCE PROCEDURE

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 Article 5.03 and administered under Article 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 6 below at any time within twenty (20) working days thereafter or referred to the Ontario Labour Relations Board for arbitration pursuant to Section 133 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 (1st) 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 (1st) day of the alleged violation within the twelve (12) month period.

ARTICLE 6 - ARBITRATION

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 5 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 (1) person appointed by the Association, one (1) person appointed by the Council and a third (3rd) person to act as Chairman chosen by the other two (2) 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 Article 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 5 and 6 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.

6.09 In addition to the procedures set out herein, either party may refer a grievance to arbitration, under the Expedited Arbitration System, attached hereto as Appendix "VII", where appropriate.

ARTICLE 7 - MANAGEMENT GRIEVANCES AND COUNCIL GRIEVANCES

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 5 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 5 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 8 - STATUTORY HOLIDAYS, VACATION PAY AND STATUTORY HOLIDAY PAY, HOURS OF WORK, WAGE RATES, ETC.

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

8.02 It is understood and agreed that when any employee works in a Board Area (including any Board Area otherwise not referred to in this Agreement or in any of the Schedules or Appendices attached hereto) in which he does not regularly work, all terms and conditions set out in this Collective Agreement (including all Schedules hereto) will be maintained and the employee will continue to receive his wage rate, hours of work, and other benefits as provided for in this Collective Agreement, that are applicable in the Board Area in which he regularly works, unless the employee is working in a Board Area where such terms and conditions are specifically governed by a Schedule or Appendices forming part of this Collective Agreement, and where such Schedule or Appendices provides for more beneficial terms and conditions for the employee, in which case, the more beneficial terms and conditions shall apply.

ARTICLE 9 - 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 (1) 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 (2) men retained by the Employer if competent to perform the available work remaining. The Employer will recognize one (1) Teamster steward in addition to the foregoing where more than four (4) Teamsters are employed.

ARTICLE 10 - 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;
- (e) Heavy Construction work and haulage of excavated material.

10.05 The Company agrees to sub-contract utility construction work covered by the collective agreement between The Utility Contractors' Association of Ontario Inc. and Universal Workers Union, 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 Universal Workers Union, Local 183 and which contractors shall perform such work under the said collective agreement.

10.06 It is agreed that owner-operators shall, within seven (7) working days of the first (1st) day of engagement, obtain membership in Teamsters' Union, Local 230 (which Local 230 must not withhold) to pay monthly dues (but not initiation fees) at the standard rate. The terms and conditions of engagement of owner-

operators, will in all other respects be individually determined, and are not in any way covered by the provisions of this Agreement.

10.07 Work Preference - The Employers will give preference to owner operators (dump trucks and disposable boxes) who are members of Teamsters' Union Local 230. It is agreed that owner-operators, utilized by employers, shall be members of, or shall within seven (7) working days of their first (1st) day of engagement obtain membership in Local 230 (which Local 230 must not withhold) and thereafter shall continue to pay monthly-dues (but not initiation fees in the case of new members) at the standard rate. The terms and conditions of engagement of owner-operators will in all other respects be individually determined and are not in any other way covered by the provisions of this Agreement.

10.08 Should the Employer perform any work falling within the scope of the Collective Agreements which are binding upon the Council or any of its members set out in the attached Appendix "VIII" then the Employers shall abide by and perform such work in accordance with the terms and conditions of the applicable Collective Agreements including, but without limiting the generality of the foregoing, any terms and conditions thereof with respect to contracting or subcontracting restrictions.

ARTICLE 11 - PAYMENT OF WAGES

11.01 Wages shall be paid weekly by cash, cheque or direct deposit 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 or direct deposit, pay day shall be no later than Thursday.

11.02 In the case of layoff, all men shall receive one (1) hour 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 12 - 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 willful 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 and composed of two (2) members of the Council and two (2) representatives of the Association. Meetings, not to exceed one (1) per month, will be held when requested by either party.

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.

12.10 On projects where the Employer provides locked-up facilities as required under Article 12.01 for employees to store their tools and clothing the Employer will reimburse an employee for up to three hundred dollars (\$300.00) 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 13 - COFFEE AND LUNCH BREAKS

13.01 Employees will be allowed one (1) coffee break of ten (10) minutes in each half of the working shift.

13.02 Employees shall be allowed a one-half (1/2) 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 14 - WELFARE, PENSION, LEGAL PLAN COVERAGE AND CECOF

14.01 The Employer agrees to pay for each hour worked by each employee represented in this Agreement by Universal Workers Union, Local 183 into Local 183 Members Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of purchasing weekly indemnity, Life Insurance, Medical, Dental, Prepaid Legal and other similar benefits for such employees covered by this Agreement represented by Universal Workers Union, Local 183, the following sums:

Effective: May 1st, 2007; two dollars and ten cents (\$2.10)

Effective: May 1st, 2008; two dollars and fifteen cents (\$2.15)

Effective: May 1st, 2009; two dollars and twenty-five cents (\$2.25)

- (a) It is understood that the above mentioned amount in Article 14.01 includes any and all contributions to the Tri-Fund or Industry Development Fund pursuant to Letter of Understanding No. 2;
- (b) It is understood that the above mentioned amount in Article 14.01 includes ten cents (10¢) into the Seniors Fund:

14.02 Effective May 1st, 2007, the Employer agrees to pay and remit sixty cents (60¢) per hour to the Long Term Care Fund.

14.03 Effective May 1st 2007, the Employer agrees to pay and remit twenty cents (20¢) per hour to the Camping Ground Fund.

14.04 (a) The Employer agrees to pay the sum of ten cents (10¢) for each hour worked by each employee represented by Local 183 to the Universal Workers Union, 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.

14.04 (b) The Employer shall remit contributions to the Universal Workers Union, Local 183 Prepaid Legal Benefit Fund monthly, together with a duly completed Employer's Contributions Report Form, by the fifteenth (15th) day of the month following the month for which the payment is due.

14.05 The Employer agrees to pay the following amounts per hour for each hour worked by employees represented in this Agreement by Universal Workers Union, Local 183, into the Labourers' Pension Fund of Central and Eastern Canada, jointly and equally administered by the Trustees representing Employers and Union:

(a) O.L.R.B. Area 8

- (i) Effective May 1st, 2007, six dollars and ten cents (\$6.10) per hour;
- (ii) Effective May 1st, 2008, the amount of this contribution shall be increased to six dollars and thirty cents (\$6.30) per hour; and
- (iii) Effective May 1st, 2009, the amount shall be further increased to six dollars and sixty cents (\$6.60) for each hour worked.

(b) Simcoe County

- (i) Effective May 1st, 2007, four dollars and ninety cents (\$4.90) per hour;
- (ii) Effective May 1st, 2008, the amount of this contribution shall be increased to five dollars and ten cents (\$5.10) per hour; and
- (iii) Effective May 1st, 2009, the amount shall be further increased to five dollars and forty cents (\$5.40) for each hour worked.

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

- (i) Effective May 1st, 2007 – fifteen cents (15¢) per hour worked: and
- (ii) Effective May 1st, 2008 – twenty-five cents (25¢) per hour worked.

14.07 (a) Pension and CECOF contributions shall be sent to the Labourers' Pension Fund of Central and Eastern Canada, 1835 Yonge Street, Suite 700, Toronto, Ontario M4S 1X8. The Employer may remit both these contributions on one (1) monthly cheque.

14.07 (b) Payments into the Labourers' Pension Fund of Central and Eastern Canada are to be made by the fifteenth (15th) day of the month following the month for which the hours were worked.

14.08 The parties agree to the continuance of the Teamsters' Local Union 230, Members' Benefit Fund, with the Toronto Area Road Builders 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.

14.09 The Employers agree to pay the following contributions into Teamsters' Local Union 230 Members Benefit Fund for each hour worked by employees represented in this Agreement by Teamsters; Local Union 230:

- (i) Effective May 1st, 2007 – two dollars (\$2.00)
- (ii) Effective May 1st, 2008 - two dollars and fifteen cents (\$2.15)
- (iii) Effective May 1st, 2009 – two dollars and thirty cents (\$2.30)

14.10 The Employer agrees to pay into the Teamsters' Canadian Pension Plan- Construction Division jointly administered by Trustees representing Employers and Union:

(a) O.L.R.B. Area 8:

- (i) Effective May 1st, 2007, this contribution shall be increased to five dollars and twenty cents (\$5.20) per hour worked;
- (ii) Effective May 1st, 2008, this contribution shall be increased to five dollars and ninety cents (\$5.90) per hour worked; and
- (iii) Effective May 1st, 2009, this contribution shall be further increased to six dollars and sixty cents (\$6.60) per hour worked.

(b) Simcoe County:

- (i) Effective May 1st, 2007, this contribution shall be increased to four dollars and ninety cents (\$4.90) per hour worked;
- (ii) Effective May 1st, 2008, this contribution shall be increased to five dollars and forty cents (\$5.40) per hour worked; and
- (iii) Effective May 1st, 2009, this contribution shall be further increased to six dollars (\$6.00) per hour worked.

14.11 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.

14.12 It is agreed that by joint agreement the trustees of the benefit funds shall be empowered to charge interest at the rate of two percent (2%) per month on failure of an Employer to make payment due to the benefit funds in accordance with Article 14.06. 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 twenty-six and seven tenths of a percent (26.7%) per annum may be charged on failure of an Employer to make payments due to the pension funds in accordance with Article 14.06.

ARTICLE 15 - TRANSFER OF FUNDS

15.01 During the lifetime of this Agreement, Local 183 shall have the right, at any time, to require the Employer to change the amounts of the contributions to any of the Employee Benefit Funds established for its members set out in the Collective Agreement or which may be established hereafter by Local 183, by transferring any portion of the contribution required to be made to any particular Employee Benefit Fund (now existing or existing in the future) save and except the Vacation Pay Trust Fund, to any other Employee Benefit Fund (now existing or existing in the future) provided that there shall be no increase in the total monetary contributions required to be made under this Agreement.

ARTICLE 16 - AMENDMENT PROVISIONS OF TRUST AGREEMENTS

16.01 The Universal Workers Union, Local 183 and the Association agree to amend the following sections of the following Trust Funds:

- (i) Section 8.01 of the Agreement of Declaration and Trust made as of the 1st day of October 1980, as amended, establishing the Local 183 Members' Benefit Fund.
- (ii) Section 8.01 of the Agreement and Declaration of Trust made as of the 1st day of May 1977 establishing the Universal Workers Union, Local 183 Life Long Learning Centre Inc., as amended.
- (iii) 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.

16.02 With respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty percent (60%) of the Party Associations provided that if the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Party Associations, any Association which claims it will suffer 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 17 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT

17.01 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 5 and 6 of this Agreement.

17.02 The above shall not apply if the injury is attributable solely to the willful misconduct of the employee.

ARTICLE 18 - INDUSTRY AND TRAINING

TEAMSTERS' LOCAL 230 ONLY

18.01 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 fourteen cents (14¢) per hour for each hour worked by each employee covered by this Agreement or such like agreement, and remit monthly to Teamsters Local 230 Members Training Fund such contributions together with a duly completed Employer's Contribution Report Form should be received by the fifteenth (15th) day of the month following the month for which the payments are due, and such monies 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 Trustee of the Teamsters Local 230 Training Fund;
- (b) The sum of four cents (4¢) per hour for each hour worked by each employee covered by this Agreement or such like 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.

18.02 The Toronto Area 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 18.

LOCAL 183 ONLY

18.03 Effective November 1st, 1996 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 thirty-four cents (34¢) per hour for each hour worked by each employee covered by this Agreement or such like agreement, and remit monthly to the Universal Workers Union, Local 183 Life Long Learning Centre Inc. Trust Fund such contributions 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, 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 Universal Workers Union, Local 183 Life Long Learning Centre Inc. Trust Fund as each employer's contribution to the cost of negotiating and administering this Agreement;

- (b) Effective November 1st, 1996, the sum of twenty-four cents (24¢) per hour for each hour worked by each employee covered by this Agreement or such like agreement, shall be retained by the Universal Workers Union, Local 183 Life Long Learning Centre Inc. 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;

ARTICLE 19 - INDUSTRY GRADING

19.01 The parties agree to continue with the joint committee of equal representatives of the Association and Universal Workers Union, 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 Universal Workers Union, Local 183 Life Long Learning Centre Inc., both parties agree to the understanding contained in Appendix V attached hereto and forming part of this Agreement.

ARTICLE 20 - GOVERNMENT LEGISLATION

20.01 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 21 - GOVERNMENT EMPLOYEE WAGE PROTECTION PROGRAMME

21.01 The Trustees of the Employee Benefit Plans referred to in this Collective Agreement shall promptly do all things necessary to establish eligibility or any Government Employee Wage Protection Programme or any similar type of government insolvency protection programme including any assignment of compensation or any other eligibility requirement thereunder.

ARTICLE 22 - DELINQUENCIES

22.01 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.

22.02 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.

22.03 If the Employer does not submit the certified audited statement as per Article 22.02, 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,

22.04 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.

22.05 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 Article 22.01 above and completed the supporting contribution report.

22.06 When an Employer fails to remit all delinquent contributions, the provisions of Article 22.01 shall apply and the Union, on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employers under Section 133 of the *Labour Relations Act* of Ontario. All costs of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.

22.07 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.

22.08 If an Employer does not have any employees in his employ, he shall submit a nil report in accordance with the provisions of Article 14.04(b).

ARTICLE 23 - DURATION

23.01 The terms of this Agreement shall be from May 1st, 2007 to April 30th, 2010, and shall continue in effect thereafter unless either party furnish the other with notice of termination or proposed revision of this Agreement within one hundred and twenty (120) days of April 30th, 2010, and any like period in any third year thereafter. The Parties agree that if this Collective Agreement continues in force after April 30th, 2010, in accordance with the terms of this Article and/or in accordance with statute, then the terms and conditions of this Collective Agreement shall automatically be deemed to be the terms and conditions of the Union's then current standard Road Work Collective Agreement.


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 this 14 day of April, 2008.

TORONTO AREA ROAD BUILDERS ASSOCIATION

A COUNCIL OF TRADE UNIONS acting as the representative and agent of Teamsters' Local Union 230; and Universal Workers Union, LIUNA Local 183

SIGNATURE 

PRINT NAME
SIGNATURE

MICHAEL FERROCCO
PRINT NAME
SIGNATURE 

ANTON MARTIN
PRINT NAME

SIGNATURE
PRINT NAME

SIGNATURE 

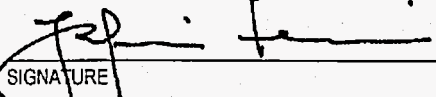
DURVAL TRAVEIRO
PRINT NAME

SIGNATURE 

DANIEL AVERO
PRINT NAME

SIGNATURE 

GAETANO STRAZZANTI
PRINT NAME

SIGNATURE 

JOAQUIM FERREIRA
PRINT NAME

SCHEDULE "A"

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 traveling time to and from the job;
- (b) Overtime at the rate of time and one-half ($1\frac{1}{2}x$) 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 (3) shift operation, the fifteenth (^{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 ($2x$) 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, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family 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 ($1\frac{1}{2}x$) the employee's current hourly rate for all work performed on such employee's seventh (7th) consecutive shift.

2. WAGES AND CLASSIFICATIONS

A. Universal Workers Union, Local 183

Classification	May 1 st , 2007	May 1 st , 2008	May 1 st , 2009
Group 1 Grade Person, Asphalt Rakers Concrete Road, curb and side walk finisher, Carpenter, Curb Setters, Brick Setters, Pipe Layers, Curb Machine Operators, Concrete Paving Track Setters, Tail End Paver and Asphalt Grinder.	\$30.14	\$30.95	\$31.86
Group 2 Labourers (incl. wiremesh & steel reinforcing). Operators of pumps, 3" 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.	\$28.64	\$29.45	\$30.36
Group 3 Traffic Control Person; Casual Watch Person	\$20.64	\$21.45	\$22.36
Group 4 Watchperson (for 6 nights' duty 10 hours per day, 50 hours per week)	\$699.00 per week	\$699.00 per week	\$699.00 per week

Note:

- (a) An employee working as a labourer who is required to do casual watching or work as a traffic control person on a casual or intermittent basis will not have his rate reduced thereby.
- (b) Where working foremen are employed by a company, they will receive a premium of a minimum of two dollars (\$2.00) 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 perform casual labourer work on a casual or intermittent basis will not have his rate reduced thereby.

B. Teamsters' Local 230

Classification	May 1st, 2007	May 1st, 2008	May 1st, 2009
1. Truck Drivers, including off-Highway	\$31.25	\$31.61	\$32.11
2. Fuel Trucks Drivers	\$31.25	\$31.61	\$32.11
3. Load Bearing Boom Drivers; Dumpcrete Drivers; Pup Dump Trailer Drivers; Flo-Boy Drivers; Tractor Trailer; Dump Truck; Tag-A-Long over 15 tons	\$31.25	\$31.61	\$32.11
4. Truck Train Driver; Custom Mobile Mixer Units (truck or trailer mounted)	\$31.35	\$31.71	\$32.20
5. Float Drivers	\$31.75	\$32.11	\$32.60

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 of the main portion of the Collective Agreement, 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 thirty (30) days notice of any changes in the amounts of working dues.

4. VACATION PAY AND STATUTORY HOLIDAY PAY

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 Greater Toronto Sewer and Watermain Contractors' Association, the Utility Contractors' Association of Ontario, the Heavy Construction Association of Toronto and the Toronto Area 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 and the Union on an equal basis and 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) A reserve fund shall be established and maintained based on the past history of delinquencies as agreed by the Trustees;
- (iv) The surplus, if any, to be distributed equally to the Association and the Union on an annual basis.

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;

(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 two (2) hours reporting time, provided the employee remains on the job for two (2) hours 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

(a) Effective May 1, 2007, a shift premium of two dollars (\$2.00) per hour will be paid for all work performed on a regularly scheduled second (2nd) or third (3rd) shift in the shop;

(b) Effective May 1, 2007, a shift premium of two dollars (\$2.00) per hour will be paid for all work performed on a regularly scheduled second (2nd) or third (3rd) shift or on a shift starting after 4:00 p.m.

(c) Effective May 1, 2008, a shift premium of two dollars and fifty cents (\$2.50) per hour will be paid for all work performed on a regularly scheduled second (2nd) or third (3rd) 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 eighty dollars (\$80.00) per day or a maximum of four hundred dollars (\$400.00) 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) The free travel zone shall be that area outlined in the attached map (see Appendix VI). Calculations of the travel (mileage) shall be forty (40¢) per road kilometre one way from the outer limits of the free travel zone;

(c) It is understood that when an employee is sent out of town by his Employer, 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.

SCHEDULE "B"

A Schedule applying to all road and parking lot construction, repairs, including interlocking stone paving of all types, and paving etc. in Simcoe County.

I. MOBILITY

The Employer may transfer the employees from Board Area No. 8 to a project in Simcoe County, provided employees being transferred shall be paid the appropriate wage rates and benefits including any travel allowance according to the Board Area No. 8 schedule.

2. SUBCONTRACTING

The Employer shall subcontract the following work to employers bound to a collective agreement with the Union provided the employer at the time of bidding receives competitive bids from at least three (3) contractors who are bound to a collective agreement with the Union and who are qualified and competent to perform the following work:

- (a) Curb and gutter and sidewalks;
- (b) Sewer and Watermain;
- (c) .Asphalt paving.

3. WAGES AND CLASSIFICATIONS

Universal Workers Union; Local 183 - Simcoe County

Classification	May 1 st , 2007	May 1 st , 2008	May 1 st , 2009
Group 1 Grade Person, Asphalt Rakers Concrete Road, Curb and side walk finisher, Carpenter, Curb Setters, brick Setters, Pipelayers, Curb Machine Operators, Concrete Paving Track Setters, Tail End Paver and Asphalt Grinder	\$18.90	\$19.71	\$20.62
Group 2 Labourers' (incl. wiremesh & steel reinforcing). Operators of pumps, 3" 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. Manhold Builders	\$18.15	\$18.96	\$19.87
Group 3 Traffic Control Person; Casual Watch Person	\$15.65	\$16.46	\$17.37
Group 4 Watchperson (for 6 nights duty 10 hours per day, 50 hours per week)	\$592.50 per week	\$592.50 per week	\$592.50 per week

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 two dollars (\$2.00) 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 perform casual labourer work on a casual or intermittent basis will not have his rate reduced thereby.

4. Teamsters Local 230 - Simcoe County

Classification	May 1st, 2007	May 1st, 2008	May 1st, 2009
1. Truck Drivers, including off-Highway	\$19.00	\$19.54	\$20.12
2. Fuel Truck Drivers	\$19.00	\$19.54	\$20.12
3. Load Bearing Boom Drivers; Dumpcrete Drivers; Pup Dump Trailer Drivers; Flo- Boy Drivers; Tractor Trailer; Dump Truck Tag-A-Long over 15 tons	\$19.29	\$19.83	\$20.41
4. Truck Train Driver, Custom Mobile Mixer Units (truck or trailer mounted)	\$19.29	\$19.83	\$20.41
5. Float Drivers	\$19.79	\$20.33	\$20.91

SCHEDULE "C"

This Schedule applies to all employees engaged in all road and parking lot construction, repairs, including interlocking stone paving of all types and paving etc., who are not working in or who do not regularly work in O.L.R.B. Area 8 and Simcoe County.

For employees covered by this Schedule, rates of pay, hours of work, remittances and other monetary terms and conditions of employment shall be as per the collective agreement binding upon Local 183 and Local 230 and the Oshawa Signatory Contractors.

APPENDIX "I"

This Appendix shall apply to employees within the jurisdiction of Universal Workers Union, Local 183.

It is additionally agreed that a contractor who is a prime contractor on a heavy construction project to which the Agreement between the Universal Workers 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.

In speaking of an employee's service for these purposes, the reference is to service since his last hiring and does 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.

APPENDIX "111"

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 Universal Workers Union, Local 183.

1. A Recognition Committee for classification purposes of two (2) 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. Carpenter
 5. Working Foreman
 6. Tail End Man
2. The Certification Card must be clearly identifiable and contain the member's name, Social Insurance Number, date of birth, etc.;
3. The Certification Card is 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);
4. 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.

APPENDIX "V"

This Appendix shall apply to employees within the jurisdiction of Universal Workers Union, Local 183.

Trainees:

Ratio: Trainees under this Appendix may be hired on a ratio of one (1) Trainee for every fifteen (15) employees or major fraction thereof.

Rates:

The greater of:

- (i) One (1) month or two hundred (200) hours at sixty-five percent (65%) of the classified rate
- (ii) Two (2) months or four hundred (400) hours at seventy-five percent (75%) of the classified rate
- (iii) Three (3) months or six hundred (600) hours at ninety percent (90%) of the classified rate

Trainees are not entitled to any Benefits (i.e. Welfare, Pension).

Upon completion of three (3) months or six hundred (600) hours, whichever is greater, the full rate and full benefits are applicable.

The time frames and/or hours will be based on the Trainee's total time in the Industry. The hours can be confirmed through the Company's Union reports if questioned.

Trainees hired under this Appendix may only be hired through Universal Workers Union, Local 183 Life Long Learning Centre Inc., and such trainees shall be given an orientation course at the Training Centre before the above conditions shall apply. Trainees referred to the Training Centre by the Employer shall be given priority for training at the Centre.

APPENDIX "VI"

The Greater Toronto Free Zone shall consist of the area within the west side of County Line#23, the south side of Highway #9, the East side of 3rd Line Oakville or their extensions and including the Town of Newmarket,

APPENDIX "VII"

EXPEDITED ARBITRATION SYSTEM

A. ARBITRATOR

1. The permanent Arbitrator for the purpose of the Expedited Arbitration Process herein is Robert Herman. In addition, Louisa Davie and/or Jules Bloch may also act as alternates to the permanent Arbitrator, depending on the availability of Robert Herman and each other within the scheduling constraints of this Expedited Arbitration System.

B. PROCEDURE

1. The term "Grievance" wherever used in this Expedited Arbitration System shall mean a grievance concerning the interpretation, application, administration or alleged violation of a provision of the Collective Agreement relating to payment for remittances on behalf of any employee and/or all other monetary provisions established by the Collective Agreement,
2. Any party bound by this procedure may initiate the Expedited Arbitration Process by service of a grievance in writing, by facsimile transmission, regular mail or courier (including Canada Post Courier) upon the Contractor and the Arbitrator.
3. After five (5) business days from service of the grievance, the Union may refer the grievance to Expedited Arbitration hereunder. Notice of such Referral to Expedited Arbitration shall be served by facsimile transmission, regular mail or courier (including Canada Post Courier) upon the Contractor and the Arbitrator.
4. Service shall be effective on receipt if facsimile transmission is used or shall be deemed to have occurred on the third (3rd) weekday after mailing if regular mail is used.
5. The Arbitrator shall commence the Expedited Arbitration Hearings within five (5) days from service of the Referral. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournment will not be granted because of unavailability of counsel, for business demands or because a party asks for additional time to prepare.
6. The Arbitration shall be held in a neutral location and may be scheduled by the Arbitrator to commence after business hours.
7. Where the Arbitrator finds the Contractor in breach of the Agreement, the Arbitrator shall order the Contractor to pay all amounts owing with respect to violations of the Agreement.

- (i) Where the grievance commenced within ninety (90) days after the circumstances, giving rise to the grievance became known or ought reasonably to have become known to the Union, the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of all unpaid amounts owed directly to the employee(s);
 - (ii) Where the grievance is initiated at any time beyond ninety (90) days after the circumstances, giving rise to the grievance became known or ought reasonably to have become known to the Union, the Arbitrator shall award seventy-five percent (75%) of all unpaid amounts to be paid to the affected employee(s) owed directly to the employee(s). The remaining twenty-five percent (25%) of such amounts shall be paid to a charity of the Union's choice;
 - (iii) The Arbitrator shall award one hundred percent (100%) recovery of all amounts which should have been remitted under the terms of the Collective Agreement;
 - (iv) The provisions of this section are to be integrated and applied in conjunction with the provisions contained in the Collective Agreement for the filing of grievances and are without prejudice to the rights of any of the parties hereunder
 - (v) In addition to any other amounts owing under the Collective Agreement, where the Arbitrator finds a violation, then the Arbitrator shall order the Contractor to pay damages of an additional five percent (5%) of the total amount of the award to a charity of the Union's choice.
8. The Arbitrator shall not have the jurisdiction to apply any principles of estoppel or waiver to reduce any amounts payable by the Contractor in respect of such violations.
9. The Arbitrator shall have the power to make the Arbitrator's costs (fees and expenses) an award or part of an award to be paid by the unsuccessful party.
10. At Expedited Arbitration, the Arbitrator shall not have any power to alter or change any of the provisions of this Enforcement System or substitute any new provisions for any existing provision or give any decision inconsistent with the provisions of this Enforcement System and the Collective Agreement.

APPENDIX "VIII"

- a) **"The Sewer and Watermain Agreement"**, being a collective agreement between the 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;
- b) **"The Heavy Engineering Agreement"**, being a collective agreement between the Heavy Construction Association of Toronto and the Union;
- c) **"The Forming Agreement"**, being a collective agreement between the Ontario Formwork Association and the Formwork Council of Ontario;
- d) **"The House Basements Agreement"**, being a collective agreement between the Residential Low Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and the Union;
- e) **"The Apartment Builders Agreement"**, being a collective agreement between the Metropolitan Toronto Apartment Builders Association and the Union;
- f) **"The House Builders Agreement"**, being a collective agreement between the Toronto Residential Construction Labour Bureau and the Union;
- g) **"The Concrete and Drain Agreement"**, being a collective agreement between the Ontario Concrete and Drain Contractors' Association and the Union;
- h) **"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;
- i) **"The Carpentry Agreement"**, being a collective agreement between The Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity and the Union;
- j) **"The Landscaping Agreement"**, being a collective agreement between the Landscaping Contractors in Ontario Labour Relations Board Area No. 8 and 18 and the Union;
- k) **"The Agreement Covering Building Restorations and Associated Work"**, being a collective agreement between the Building Restorations and Associated Work Contractors in Ontario Labour Relations Board Area No. 8 and the Union;
- l) **"The Bricklaying and Masonry Residential Sector Agreement"**, being a collective agreement between various independent bricklaying and masonry contractors and the Union;

- m) **“The Marble, Tile, Terrazzo & Cement Masons Agreement”**, being a collective agreement between various independent marble, tile, terrazzo and cement masons contractors and the Union;
- n) **“The Residential Plumbing Agreement”**, being a collective agreement between various independent plumbing contractors and the Union;
- o) **“The Fencing Agreement”**, being a collective agreement between various independent fencing contractors and the Union.

LETTER OF UNDERSTANDING # 1

BETWEEN:

Universal Workers Union, L.I.U.N.A. Local 183

(the "Union")

-and-

The Toronto and Area Road Builders' Association

(the "Association")

Re: ICI Sector of the Construction Industry

The Parties agree that notwithstanding the Memorandum of Agreement reached in relation to the County of Simcoe and specifically in relation to the subcontracting provision contained therein, when work is performed in the ICI Sector of the Construction Industry, the past practice shall prevail.

Signed at Downsview, this 14 day of April, 2008.

For the TORONTO AREA ROAD BUILDERS' ASSOCIATION

SIGNATURE

PRINT NAME

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For the UNIVERSAL WORKERS UNION, LIUNA LOCAL 183

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LETTER OF UNDERSTANDING # 2

BETWEEN:

Universal Workers Union, L.I.U.N.A. Local 183

(the "Union")

-and-

The Toronto and Area Road Builders' Association

(the "Association")

Re: Industry Development Fund (Local 783)

The Association and the Union agree to form a sub-committee in order to establish an industry development fund which shall be managed and/or trusted by participating employer associations. The sub-committees will be made up of representatives of the Union, the Association and other interested employer associations to review and determine the governance of the fund, its terms of reference and the amount to be contributed per hour, subject to final approval by the Association.

Signed at Dunmore, this 14 day of April, 2008.

For the TORONTO AREA ROAD BUILDERS' ASSOCIATION

SIGNATURE

PRINT NAME

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For the UNIVERSAL WORKERS UNION, L.I.U.N.A. LOCAL 183

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LETTER OF UNDERSTANDING # 3

BETWEEN:

A **COUNCIL OF TRADE UNIONS**
acting as the representative and agent of Teamsters' Local Union **230** and
Universal Workers Union, **L.I.U.N.A.**, Local **183**
(the "Council")

-and-

The Toronto And Area Road Builders' Association
(the "Association")

No Strike-- No Lockout Agreement

WHEREAS the Association and the Council have entered into a Collective Agreement which is effective on its face from May 1, 2007 to April 30, 2010; and

WHEREAS the Association and the Council contemplate entering into a successor collective agreement which will be effective on its face from May 1, 2010 to April 30, 2013 (the "Successor Collective Agreement"); and

WHEREAS the Association and the Council are desirous of ensuring that the Road Building Industry in the geographic areas covered by the Collective Agreement will not be subject to strikes and lockouts in future years;

NOW THEREFORE the Association and the Council agree as follows with respect to the renewal of the above-noted Successor Collective Agreement:

1. If the Council and the Association are unable to agree upon the terms and conditions of the above-noted Successor Collective Agreement, then on the 20th day of April or thereafter in 2010, either party may refer the settlement of the new collective agreement to final and binding arbitration:
2. The Council and the Association agree that in view of the final and binding arbitration provisions set out herein there will not be, and they will not cause there to be, a strike or lockout following the expiry of the relevant collective agreement in 2010.;
3. The Parties agree that, in order to meet the need for expedition in the construction industry, they will agree upon a mutually acceptable arbitrator by no later than April 30th, of each bargaining year, although it is understood that simply agreeing to an arbitrator in no way means that the agreement(s) must be settled by the arbitration;

4. Upon a party issuing a written notice of desire to proceed to final and binding arbitration to both the other party and the arbitrator, the arbitrator will commence a hearing with respect to the arbitration within fourteen (14) calendar days of the date of notice or thereafter if mutually agreed to by the Parties;

5. It is agreed that the arbitrator will hear, and will have the necessary jurisdiction to determine, all lawful proposals and positions which are put before him/her by either party, and there is no restriction upon the number of issues which may be put to the arbitrator. Further, the parties agree that the arbitration process will not be one of final offer selection;

6. With respect to the agreements set out in paragraph 5 above, the parties agree that they may mutually agree to modify the arbitration proceedings such that the number of issues proceeding to arbitration may be limited and/or that final offer selection may be utilized for all or part of the arbitration proceedings in either or both the bargaining years;

7. It is agreed that the arbitrator will issue his/her decision within seven (7) days of the date of the hearings and that any aspects of the decision may be retroactive to May 1st of the appropriate year if the arbitrator so determines;

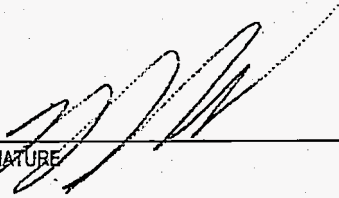
8. It is agreed that any arbitrations which are required as between the Union and the Association will be the "industry arbitration" and accordingly pursuant to the terms and provisions of the Collective Agreement, including but not limited to this Letter of Understanding, it is agreed that such decisions will be final and binding upon any Employer bound to this or any similar independent collective agreement, for all purposes;

9. The Parties agree that any arbitrator exercising jurisdiction under this Agreement will have no authority to impose any form of no strike – no lockout arrangement for any Collective Agreement for the period commencing May 1st, 2010 and thereafter unless otherwise specifically agreed to by the Parties;


10. The Parties agree that the agreements, duties, obligations and rights set out in this Letter of Understanding form part of the Collective Agreement which is binding upon them and in addition constitute a settlement of proceedings under the Act which is enforceable under Section 96 (7) of the Act and accordingly are enforceable both as terms and provisions of this Collective Agreement and under the provisions of the Act with respect to the settlement of proceedings.

Signed and dated at Toronto this 14th day of April, 2008.


TORONTOAREAROAD
BUILDERS' ASSOCIATION


SIGNATURE

PRINT NAME


SIGNATURE

MICHAEL FERTAGO
PRINT NAME



SIGNATURE

ARON MARTIN
PRINT NAME

SIGNATURE

PRINT NAME

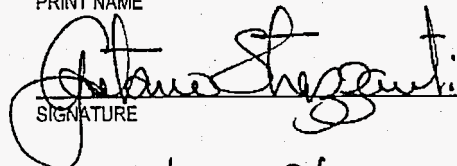
A COUNCIL OF TRADE UNIONS
acting as the representative and agent
of Teamsters' Local Union 230; and
Universal Workers Union, LIUNA Local 183


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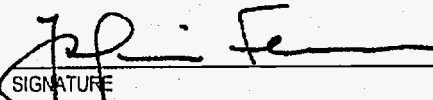
DURVAL FERREIRA
PRINT NAME

SIGNATURE

DANIEL AVERO
PRINT NAME


SIGNATURE

Gaetano Strazzanti
PRINT NAME


SIGNATURE

JOAQUIM FERREIRA
PRINT NAME

LETTER OF UNDERSTANDING# 4

BETWEEN:

Universal Workers Union, L.I.U.N.A. Local 183

(the "Union")

-and-

The Toronto and Area Road Builders' Association

(the "Association")

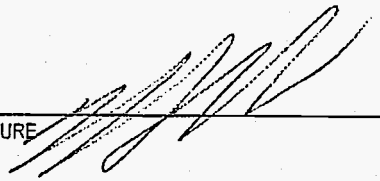
Re: Milling and Grinding in Board Area 8

The parties agree that should the Union be able to verify that it has companies under contract who perform eighty percent (80%) or more of milling and grinding work in Board Area 8, then commencing May 1, 2010, the work of milling and grinding shall be included in the subcontract clause (Article 10).

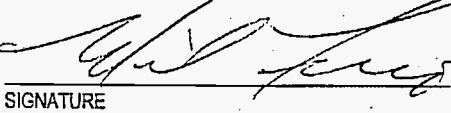
Signed and dated at Dunstable this 14 day of April, 2008.

TORONTO AREA ROAD
BUILDERS' ASSOCIATION

A COUNCIL OF TRADE UNIONS
acting as the representative and agent
of Teamsters' Local Union 230; and
Universal Workers Union, LIUNA Local 183

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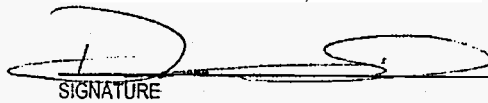
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PRINT NAME ANTONIO MARON

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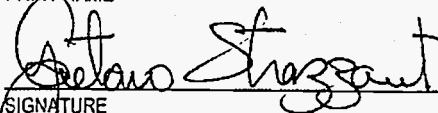
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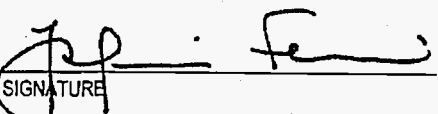
PRINT NAME DURVAL TERCEIRA

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PRINT NAME DANIEL AVES

SIGNATURE 

PRINT NAME Gaetano Strazzanti

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PRINT NAME JOAQUIM FERREIRA

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