

# AGREEMENT

between

THE NATIONAL CAPITAL  
ROAD BUILDERS ASSOCIATION

and

A COUNCIL OF LABOUR UNIONS

representing

International Union of  
Operating Engineers, Local 793

Labourers International Union of  
North America, Local 527

Teamsters Local Union 91  
AFFILIATED WITH THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

May 1, 2004

| THIS AGREEMENT made and entered into the 1st day of May, 2004.

BETWEEN

THE NATIONAL CAPITAL ROAD BUILDERS ASSOCIATION

hereinafter called the “Employer”,

OF THE FIRST PART

AND

A COUNCIL OF TRADE UNIONS consisting of the

INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 793,

LABOURERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 527,

and TEAMSTERS LOCAL UNION 91 AFFILIATED WITH THE INTERNATIONAL

BROTHERHOOD OF TEAMSTERS, hereinafter called the “Council”

OF THE SECOND PART

WHEREAS the Association, acting as the accredited bargaining agent for Employers, and the Council acting on behalf of its member unions, wish to make a common collective agreement with respect to certain employees of the Employers engaged in road and parking lot construction, paving, sidewalks, curbs, and gutters, etc., and all work incidental thereto, sewer and watermain construction, equipment rentals and tunnelling and to provide for and ensure uniform interpretation and application in the administration of the collective agreement;

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

AND WHEREAS the Employers recognize the formation by the unions of the Council and agree to deal with the Council as the agent of the union in negotiating a common collective agreement;

AND WHEREAS the Employers recognize that the Unions will each administer the Agreement in regard to its own individual interest;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

#### ARTICLE 1 – COUNCIL OF TRADE UNIONS

1.1 The Members of the Council of Trade Unions are:

INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 793

LABOURERS INTERNATIONAL UNION OF NORTH AMERICA, Local 527

TEAMSTERS LOCAL UNION 91 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

1.2 The Unions named above each agree with all the others and with the Employers:

- a) To maintain a Council of Trade Unions composed of the accredited representatives of those unions named above which are the parties to this Agreement and no others, as their representatives and agent for the purpose of bargaining collectively with the Employers;
- b) To delegate, and they do hereby delegate, to the Council acting as their representative agent, all their rights as bargaining agent for the members of their respective unions who come within the scope of this agreement and agree during the terms of this agreement or any renewal thereof, not to seek to bargain individually with the Employers or any of them; and
- c) To be governed by the terms of the Agreement.

1.3 The Council acting as the representative and agent of the unions named accepts the delegation of rights as set out in section 1.2 hereof and assume the responsibility of bargaining collectively with the Association acting as the accredited bargaining agent for Employers who come within the scope of this Agreement.

1.4 The term “Union” as referred to hereinafter shall mean each of the Unions of the Council acting severally in regard to its individual interest.

ARTICLE 2 – RECOGNITION

2.1 Each of the Employers recognize the Council as the collective bargaining agent for all employees covered by the classifications set out in Schedules A-B-C, C-1 and C-2 inclusive attached hereto, while working within the present boundaries of Ontario Labour Relations Board Area No. 15 and save and except foremen, those above the rank of foremen, office and clerical staff, yard employees, engineering staff and security guards.

For the purpose herein, the expression, “yard employees” means:

“Employees assigned to permanent or temporary operations within the employer’s property boundary, but does not include employees assigned to delivery of construction materials to roadway works, excavating work, utility works, and any other form of construction site.”

ARTICLE 3 – UNION SECURITY

3.1 Any Employee shall when working in a position within the bargaining unit described in Article 2 above, as a condition of employment, become a member of one of the Unions forming the Council after having worked 15 days and shall be required to maintain such membership during the life of this agreement.

3.2 It is expressly understood and agreed that no employer shall be required to discharge any employee for the violation of the provisions of this Article for Union security for any reason other than non-payment of regular monthly dues or special general assessment or the refusal of the employee to join one of the unions as aforementioned, notwithstanding anything to the contrary herein.

3.3 A check-off system for initiation and union dues and special general assessments be instituted and made operative for the life of this agreement. The Employers will transmit the monies so collected to the designated officials of the member unions at specified and regular intervals together with a list of those from whom the deductions were made. Employees shall be required to sign an authorization for deduction of initiation fees, dues and special general assessments. Such authorization shall be in duplicate and the signatures duly witnessed. The employer agrees to recognize such check-off authorizations and to deduct from the first pay period of each month, the amount so authorized. Remittance of deductions and contributions by the Employers shall be made to the Unions no later than the 20<sup>th</sup> of the following month.

3.4 The Employers agree when additional personnel is required, to call the Union Office or union representative concerned who shall attempt to supply qualified personnel as quickly as possible. If the union is unable to supply such personnel within 48 hours Monday to Friday, then the Employer shall be free to hire elsewhere. In all cases, new employees shall obtain a clearance card from the union office concerned within fifteen working days following the day they commenced work. Contributions to funds will be payable from the first day of work.

3.5 The Employers shall refer, their present employees to the union office concerned to obtain a clearance card before recalling them to work after a seasonal layoff. Recalled employees shall not start without first having obtained a clearance card 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 within 48 hours following commencement of employment.

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3.6 The parties herein agree to give full force and effect during the life of this Agreement to the provisions of the letter of intent by and between the same parties, dated April 13, 1970, and the Letter of Intent dated July 27, 1992, annexed hereto.

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3.7 The Employer agrees to subcontract work in accordance with the “Union Security – Subcontracting Clause” contained in the applicable schedules. The parties acknowledge and agree that Schedule (A, B, C, C-1, and C-2) form part of this collective agreement.

3.8 A pre-job conference may be called at the option of either party in writing, on all projects in excess of \$4,000,000.00 or for any Contractor without a permanent office in the Regional Municipality of Ottawa-Carleton.

#### ARTICLE 4 – MANAGEMENT’S RIGHTS

4.1 The Council agrees that it is the exclusive function of each Employer covered by this Agreement:

- a) To conduct its business in all respects in accordance with its commitments and responsibilities including the rights 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 and locations of machines, tools and equipment to be used and the schedules of production to determine the qualifications and the number of men required at any or all operations and all other matters concerning the operation of the Employer’s business, not specifically dealt with elsewhere in this Agreement.
- b) To hire, re-hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, provided that a claim by an employee who has worked 30 days, that he has been discharged 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 procedures to be observed by the employees.

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

#### ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 It is understood that an employee has no grievance until he has first given his immediate supervisor or the job superintendent an opportunity to adjust his complaint.

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

STEP 1 – Within 5 full working days after circumstances giving rise to the grievance occurred or originated the aggrieved employee shall present his grievance orally or in writing to the official of the employer named by the employer, to handle grievances at this step. If a settlement satisfactory to the employee concerned is not reached within two full working days, the next step in the grievance procedure may be taken at any time in two full working days thereafter.

STEP 2 – The aggrieved employee may, with his steward or union representative, present his grievance, which shall be reduced to writing on a form supplied by the Union to the official of the employer named by the employer to handle grievances at this step. Should no settlement satisfactory to the employee be reached within two full working days, the next step in the grievance procedure may be taken at any time within two full working days thereafter.

STEP 3 – The Union Grievance Committee, if it considers it a valid grievance, may submit the grievance to a committee of the employer and the respective committees shall meet as promptly as possible thereafter, in an endeavour to settle the grievance. If a satisfactory settlement is not reached within ten full working days from this meeting and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, the grievance may be submitted to arbitration, as provide in Article 6 below at a time within 14 days thereafter but not later.

#### ARTICLE 6 – ARBITRATION

- 6.1 Where a difference arises between any of the parties hereto relating to the interpretation; application or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, may after exhausting the grievance procedure described above, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the nominee of the party wishing to bring the matter to arbitration. Such written notice shall also state clearly the matter or matters in dispute to be dealt with by the Arbitration Board and what relief if any is claimed by the party requesting arbitration. The party receiving such notice shall, within five (5) working days, advise the other party of the name of its nominee to the Arbitration Board.
- 6.2 Two (2) nominees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third party who shall act as Chairman of the Arbitration Board. If the recipient of the notice fails to appoint an arbitrator, or if the appointees fail to agree upon a Chairman within the time limit set out herein, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.
- 6.3 The Arbitration Board shall hear and determine the difference or differences between the parties and shall issue a decision in writing which shall be final and binding upon the parties and upon any employees affected. The decision of a majority of the Board shall be the decision of the Board if there is no majority, the decision of the Chairman shall govern.
- 6.4 However, it is understood that the authority of the Arbitration Board or the decision made by such Board is limited, in that there shall be no alteration to, addition to, or subtraction from, or modification or amendment to any part of this Agreement.
- 6.5 The fees and expenses of the Chairman shall be borne one-half by the Union and one-half by the Employer. Any other costs or expenses in connection with such arbitration shall be borne by the party which incurs them.
- 6.6 One arbitrator may be used if the parties to this Agreement agree and if permitted by law.
- 6.7
- 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 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 will 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 limit specified therein or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.
- 6.8 It is agreed that a grievance may be processed by an individual Union of the Council on its own behalf without involvement of the Council or the other members of the Council and the provisions will be read and applied accordingly.

#### ARTICLE 7 – MANAGEMENT GRIEVANCES AND UNION GRIEVANCES

- 7.1 It is understood that the Employers or any one of them may file a grievance with the Union, and that the Union may file a grievance with the Employers, to be dealt with at a meeting of the committee of the Employers and a committee of the Union as promptly as possible within 10 full working days after the filing of the grievance. If a satisfactory settlement is not reached within 10 full working days after this meeting and the grievance concerns the interpretation or alleged violation of this Agreement it may be submitted to arbitration as provided in Article 6 hereof at any time within 14 full working days thereafter but not later.

7.2 A Union policy grievance which is defined as an alleged violation of this Agreement, concerning all or a substantial number of the employees in the bargaining unit, in regard to which an individual employee could not grieve or in regard to which a substantial number of employees have signified an intention to grieve, may be brought forward in writing at Step No.3 of the grievance procedure at any time within 10 full working days after the circumstances giving rise to such policy grievance occurred and if it is not settled at this stage, it may go to a board of arbitration in the same manner as a grievance of an employee.

#### ARTICLE 8 – WAGE SCHEDULES

8.1 Wage schedules A-B-C, C-1 and C-2 and the letters of intent inclusive are attached hereto and form a part of this Agreement. It is agreed that as of the date of signing this Agreement, no employee shall suffer a reduction in wages or in reporting time through the introduction of these wage schedules.

#### ARTICLE 9 – UNION REPRESENTATION

9.1 The business representatives of the Union shall in the course of their duties have access to the work in which members of the Union are employed. Such visits will not interfere with the progress of the work. The Employer will assist the business representatives to obtain a pass to the premises where necessary. Business representatives shall make their presence known to the Employer's senior representative on the site on their arrival.

9.2 The business representative when on site, shall abide by all safety rules issued under the Occupational Health and Safety Act.

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9.3 The Union shall have the authority to appoint one or more Stewards and shall give the Employer notice of such appointments and changes thereafter by registered mail or by fax, followed by regular mail or hand delivered letter. No discrimination shall be shown against a steward for carrying out his duties, but in no case shall his duties interfere with the general progress of the work.

9.4 The Union acknowledges that stewards and such Union Officers and members of union committees as are employees of the Employers, have regular duties to perform as employees of the Employers and agree that they shall be held accountable for the same quantity and quality of work as any other employee. Further, that such union representatives will not leave their regular duties for the purpose of conducting business on behalf of the union without first obtaining permission of their foreman or immediate supervisor and such permission shall not be unreasonably withheld. When resuming their regular duties, such employees will report to their foreman or supervisor.

9.5 In the event of a critical injury the Employer will contact the appropriate Union immediately.

#### ARTICLE 10 – UNION COOPERATION AND PRODUCTIVITY

10.1 The Union agrees to uphold the rules and regulations of the employers in regard to punctual and steady attendance, proper and sufficient notice in case of necessary absence, conduct on the job and all other rules and regulations established by the employers and not conflicting with this Agreement.

10.2 The Union agrees to cooperate with the employers in maintaining and improving safe working conditions and practices. Every employee shall, as a condition of employment, be required to own and wear a safety hat and safety boots in accordance with construction safety regulations, and the employers agree that such hats and boots may be purchased from them at cost. Every employee shall as a condition of employment be required to wear an approved safety vest, eye and hearing protection devices in accordance with construction safety regulations. Employees that are required to

wear safety vests, eye and hearing protection devices will be provided with one of each at the beginning of each year at no cost to the employee. Safety vests, eye and hearing protection devices that are lost or damaged due to employees negligence, during the same year, will be replaced by the employee at his expense.

- 10.3 The Union recognizes the mutual value of improved methods and increased productivity in the interests of the employees and the employers and agree to cooperate with the employers in the installation of such methods in suggesting improved methods and in the education of its members in the necessity of such changes and improvements.
- 10.4 The Union recognizes the need for conservation and elimination of waste and agrees to cooperate with the Employers in suggesting and practicing methods in the interest of conservation and waste elimination.

#### ARTICLE 11 – SENIORITY

- 11.1 The retention of employees in the employer's service shall, in general, be governed by the following;
- a) Availability of employment in their respective work classifications.
  - b) In all cases of reduction in the work force, layoffs and recalls from layoffs, length of continuous service with the employer shall prevail if capability, competence and performance are otherwise approximately equal.
  - c) Length of continuous service with the Employer shall not be broken due to bona fide illness or injury provided the employer has been notified of such injury or illness within a period of three (3) days from the employees' last day of work and provided further that upon resuming his work, the employee shows the same capability, competence and performance. On the Employer's request, the employee shall provide a medical certificate establishing the nature and duration of the illness or injury.  
  
On each occasion that an employee is off work because of illness or injury, and provided the employee is not employed elsewhere, except under a W.S.I.B. rehabilitation program, he will continue to accumulate seniority for twenty-four (24) months. Then, he will maintain his seniority accumulated to that date.
  - d) Length of continuous service with the Employer shall be broken if the employee who has been laid off fails to report for work within five (5) consecutive working days after registered mail notice is sent to his last address appearing on the Employer's records.
- 11.2 In the event of reduction in the work force, layoffs and recalls from layoffs, whenever possible considering the nature of the work to be performed, the chief steward shall be one of the last two employees covered under the terms of this Agreement to remain, and one of the first two to be recalled, provided he is qualified, competent and capable of performing the remaining work.
- 11.3 Upon request from the Union the employer shall supply a seniority list and/or a classification list.

#### ARTICLE 12 – NO STRIKE OR LOCK-OUT

- 12.1 During the life of this Agreement, the Council and its affiliated unions agree there will be no strike, work stoppage, slowdown, picketing or any other act which will interfere with any operation of the employer and each employer agrees that it will not cause a lock-out.

The Employers shall have the right to discharge or otherwise discipline employees who take part in, or instigate any strike, picketing work stoppage, slowdown or any other act which interferes with any operation of the employers.



- 12.2 None of the unions on whose behalf this Agreement is entered shall involve the employers or any of them in any dispute which may arise between the Council or Trade Union and any other company and the employees of such other company.
- 12.3 The Council and the unions on whose behalf this Agreement is entered into will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional or organizational purpose.

ARTICLE 13 – PAYMENT OF WAGES

- 13.1 Wages shall be paid by cash or by cheque or by bank deposit at the option of the Employer, weekly or bi-weekly at the Employers choice, during working hours on the Thursday following the end of the pay period and shall be accompanied by a statement identifying the employer and the employee and setting out regular and overtime hours, amount of vacation pay as well as deductions for Income taxes, Employment Insurance, Canada Pension, Union Dues and contribution s to Union Benefit Funds and Industry Funds. The Employer shall include in the statement an amount inclusive of travel, room and board and meal allowance.
- 13.2 When an employee is laid off, his wages, his Record of Employment (ROE), shall be available to the employee within four (4) working days or sent to the employee by registered mail within those four (4) working days.
- 13.3 Employees shall be entitled to six (6) hours notice of layoff or six (6) hours pay in lieu of ~~notice~~.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

- 14.1 The standard work week shall be 50 hours, Monday to Friday inclusive.
- 14.2 Schedule A ~~for Road building~~ and Schedules B and C, and C-1, overtime after the period of the standard work week shall be paid at the rate of time and one-half the regular rate and in the city of Ottawa, overtime at the rate of time and one-half the regular rate shall be paid after eleven (11) hours per day. There shall be no pyramiding of overtime.  
 Schedule A, C and C-1 for Sewer, Watermain and Tunnels and Schedule C-2, overtime at the rate of time and one-half the regular rate shall be paid for over ten (10) hours per day and on Saturdays.
- 14.3 Overtime at the rate of double the regular rate shall be paid to all employees except watchmen, for all authorized work performed on Sunday and statutory holidays, except for snow removal.
- 14.4 In the case of night work for Road Building and Sewer and Watermain work a premium of ~~\$2.26~~ per hour effective May 1, ~~2004~~ and ~~\$2.32~~ per hour effective May 1, ~~2005~~ and ~~\$2.38~~ per hour effective May 1, ~~2006~~ shall be paid for work carried out between the hours of 9 p.m. and 6 a.m.. Where applicable, overtime will be calculated including the night premium.

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ARTICLE 15 – STATUTORY HOLIDAY

- 15.1 All authorized work performed on the following holidays shall be paid for at double the regular rate except for snow removal which will be paid for at one and one half the regular rate;
 

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

Time off without pay on Remembrance Day will be granted on request to any employee who is a war veteran.

- 15.2 When the date of the Canada Day Holiday falls on a Tuesday, Wednesday or Thursday, the observance of the Canada Day Holiday may be changed to a Monday or a Friday with the consent of the Union .

The employer shall have each employee sign a consent form when the Canada Day Holiday is changed to another day.

#### ARTICLE 16 – VACATION PAY

- 16.1 Vacation credits shall be 4% of earnings and shall be paid in accordance with the Hours of Work and Vacation with Pay Act. Statutory holidays credits shall be 4% of earnings and shall be paid at the same time as vacation credits or as modified in the schedules. The vacation indemnity will be net, the taxes having been prededucted. Employers will pay vacation indemnity twice a year, on some date prior to April 20 and some date prior to October 20 to each year. Following the October 20<sup>th</sup> payment vacation indemnities shall be paid with each pay period until layoff. In addition, Employers will pay vacation indemnity to employees who are laid-off in conformity with 13.2.

Vacation Pay and Statutory Holiday Credits for Labourers shall be paid directly to the L.I.U.N.A., Local 527 Vacation Pay Trust Fund as per its schedule.

Vacation Pay and Statutory Holiday Credits for Operating Engineers shall be paid on each pay period.

#### ARTICLE 17 – REPORTING TIME

- 17.1 Any employee who reports for work at his usual time or at the time requested by his employer and is not provided with at least four hours' work will be paid for at least four hours at his basic rate provided he remains on the job for the four hours and performs any work available, unless directed otherwise by the employer. This does not apply if he has been notified not to come into work, or if the work stoppage is beyond the control of the employer.

- 17.2 Any 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 hours pay provided the employee remains on the job for two hours after his designated starting time if requested to do so by the employer.

Each employer shall by way of a letter to employees state the company policy on reporting in the event of inclement weather.

- 17.3 "It is agreed that a senior employee shall not be sent home before a junior employee, at the same job site or location, provided that capabilities are equal and that he is available to work and is in the same classification."

#### ARTICLE 18 – EMERGENCY CALL BACK

- 18.1 Any employee called back to work after completing his normal shift and where no prior notice was given to return shall be paid a minimum of four hours. Including overtime and shift premium if applicable.

#### ARTICLE 19 – SPECIAL WORKING CONDITIONS

- 19.1 Shelter: On all jobs where more than five employees are continuously employed, employers will provide shelter for employees to eat their lunch and store their clothing, whenever reasonably practical, if none be otherwise available.

- 19.2 Toilets: Employers shall provide sanitary toilets in accordance with Occupational Health and Safety Act.
- 19.3 Tools: Employers shall provide all tools utilized by labourers. The latter will be made responsible for the loss of same.
- 19.4 Break: Employers shall allow employees to take a 10 minute break at their work position once during each first and second half of the work period.
- 19.5 Employers shall provide eating periods of at least one half hour at such intervals as will result in no employee working longer than five consecutive hours without an eating period. When employees are required to work two hours or more beyond the second eating period the employer shall provide employees with a fifteen minute meal period and a reasonable meal, or a meal allowance in lieu of a meal on the employees pay cheque as follows:

- Effective May 1, 2004 \$12.75
- Effective May 1, 2005 \$13.00
- Effective May 1, 2006 \$13.25

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- 19.6 a) Mechanics shall not be required to share their personal tools with the other employees.
- b) A tool allowance shall be paid to all mechanics and an equipment and protective clothing allowance shall be paid to welders on pile driving upon presentation of receipt of purchase. The tool allowance shall be \$34.00 per month effective May 1, 2004 and will be paid on December 1<sup>st</sup> of each year or on termination.
- c) If an operator is required to perform repairs on equipment, the Employer shall provide the necessary tools.
- d) The \$34.00 tool allowance does not apply to welders.

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- 19.7 A lunch break must be allowed to all employees.
- 19.8 When an employee is required to work under abnormally wet conditions, the Employer will provide such protective clothing as is deemed reasonably necessary. The employee shall be responsible for the return of such protective clothing in good condition, subject to normal wear and tear.
- 19.9 Employers will supply gloves to employees working as fuel truck drivers, float drivers, welders and to mechanics where required. Coveralls will be supplied to mechanics, welders, colas spray persons and, hoe ram service persons free of charge. Employers will supply gloves to all Operators and rubber gloves to Hoe Ram Operators.

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- 19.10 The Employer shall pay for lost daily hours within the day of any work related accident, upon submission of proof of medical attention, certifying inability to work.
- 19.11 Employees who are required to drive their own personal vehicles to work sites will be provided with parking and/or compensated for parking charges based on receipt of payment for the parking charges.

- 19.12 The Employer will grant, upon request, two (2) working days leave of absence with pay at the rate of \$200.00 per day, effective May 1, 2004 in the event of the death of an employee's father, mother, spouse, child, brother or sister. Such leaves of absence are not automatic and shall only be granted when the circumstances require, for the purpose of attending the funeral and/or making funeral arrangements. This payment will not apply where it is otherwise covered by an employee's existing benefit plan.

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- 19.13 For tendered contracts, specifically called and awarded for the handling of toxic and radioactive material not traditionally handled by Road or Sewer Contractors, employees will receive May 1, 2004 \$2.60 premium per hour, effective May 1, 2005 \$2.70 premium per hour and effective May 1, 2006 \$2.80 premium per hour. Furthermore, the Employer shall provide the necessary safety equipment, over and above equipment and clothing normally supplied by

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the Employee to perform the work as per the Occupational Health and Safety Act. The employer shall make all the employees aware of any known toxic or radioactive substance in the ground by making available a copy of the soils report from the contract to the Union and employees prior to commencement of the work.

ARTICLE 20 – LIVING OUT AND TRAVEL ALLOWANCE

20.1 Employees that are requested to work beyond 48 kilometers from the Peace Tower and that are provided daily transportation from their employer to their place of work will be paid a rate of ~~\$26.50~~ per day effective May 1, 2004 as compensation for the extra travel time. Deleted: 25.20

20.2 Employees that are required to work outside the 48 kilometer radius from the Peace Tower and that are not provided daily transportation to their place of work will be paid a room and board or travel allowance as follows:

Greater than the 48 kilometer radius from the Peace Tower up to 65 kilometers:

~~\$42.50~~ per day effective May 1, 2004 Deleted: 41.65  
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Greater than 65 kilometers from the Peace Tower up to 80 kilometers:

~~\$51.00~~ per day effective May 1, 2004 Deleted: 49.75  
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Greater than 80 kilometers from the Peace Tower:

~~\$60.00~~ per day effective May 1, 2004 Deleted: 56.64  
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20.3 Where an Employer bound by this Agreement transfers or reemploys Employees beyond the geographic scope of this Agreement, the Employer shall apply the full terms and conditions of this Agreement, including the applicable wage rates, benefit, pension and training contributions, to all work performed beyond the geographic scope of this Agreement.

20.4 An Employer who requires an employee to use their vehicle to travel to and from different places of work will sign a "Declaration of Conditions of Employment" T-2200 Form. The Employee shall present the T-2200 Form to the Employer for signature.

ARTICLE 21 – SAVINGS CLAUSE

21.1 If any court shall hold any part of this Agreement invalid, such decision shall not invalidate any other parts of this Agreement.

ARTICLE 22 – EMPLOYMENT EQUITY

22.1 The National Capital Road Builders Association and the Unions mutually recognize the need for employment equity initiatives. Following joint investigation and consultation, the parties agree to meet to develop an employment equity plan.

Whenever the masculine gender is used in this Agreement, the Agreement shall be read as if the feminine gender was included, and all the terms of this Agreement shall be applied equally to all members of the Union without discrimination of any nature whatsoever because of race, sex, religious beliefs; political opinions or any other ground prohibited by the Ontario Human Rights Code.

ARTICLE 23 – DURATION

23.1 This agreement shall become effective on the 1<sup>st</sup> day of May ~~2004~~ and shall remain in effect until the 30<sup>th</sup> day of April, ~~2007~~ and shall continue in force from year to year thereafter unless either party shall furnish the other party with a notice of termination of, or proposed revision of this Agreement, not more than 90 days before the 30<sup>th</sup> day of April, ~~2007~~, or in a like period in any year thereafter.

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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 day and year first above written.

A Council of Trade Unions consisting of the International Union of Operating Engineers, Local 793, Labourers' International Union of North America, Local 527, and Teamsters Local Union 91 Affiliated with The International Brotherhood of Teamsters.

THE NATIONAL CAPITAL  
ROAD BUILDERS ASSOCIATION

\_\_\_\_\_  
International Union of Operating  
Engineers, Local 793

Rick Kerr

\_\_\_\_\_  
Leonard Graham – President

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\_\_\_\_\_  
Labourers' International Union of  
North America, Local 527  
Luigi Carrozzi

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Eric Yonke – Secretary-Treasurer

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Teamsters Local Union 91 Affiliated  
with The International Brotherhood of  
Teamsters  
Andre R. Papineau

\_\_\_\_\_  
Ms. Kathleen Grimes – Vice-President

**Schedule "A" - Minimum Wage Rates for Operating Engineers**

**1. Cranes (Bridges and above ground work)**

<b><u>EFFECTIVE DATE</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>VACATION HOLIDAY CREDITS</u></b>	<b><u>BENEFIT PLAN</u></b>	<b><u>PENSION PLAN</u></b>	<b><u>TOTAL</u></b>
<u>May 1, 2004</u>	<u>\$25.08</u>	<u>\$2.51</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$33.47</u>
<u>May 1, 2005</u>	<u>\$25.45</u>	<u>\$2.55</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$34.48</u>
<u>May 1, 2006</u>	<u>\$25.95</u>	<u>\$2.60</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$35.63</u>

**2. Sewer and Watermain Operators of cranes, clams, excavators, gradalls, derricks, mobile truck cranes, milling machine operators and similar equipment**

<b><u>EFFECTIVE DATE</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>VACATION HOLIDAY CREDITS</u></b>	<b><u>BENEFIT PLAN</u></b>	<b><u>PENSION PLAN</u></b>	<b><u>TOTAL</u></b>
<u>May 1, 2004</u>	<u>\$24.17</u>	<u>\$2.42</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$32.47</u>
<u>May 1, 2005</u>	<u>\$24.54</u>	<u>\$2.45</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$33.47</u>
<u>May 1, 2006</u>	<u>\$25.04</u>	<u>\$2.50</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$34.62</u>

**3. Road Construction Operators of clams, draglines, cranes, pile-drivers, excavators, gradalls, all floating equipment (derricks, dredges, etc.) Grader "A": Finished grading for asphalt or concrete**

<b><u>EFFECTIVE DATE</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>VACATION HOLIDAY CREDITS</u></b>	<b><u>BENEFIT PLAN</u></b>	<b><u>PENSION PLAN</u></b>	<b><u>TOTAL</u></b>
<u>May 1, 2004</u>	<u>\$23.25</u>	<u>\$2.33</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$31.46</u>
<u>May 1, 2005</u>	<u>\$23.61</u>	<u>\$2.36</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$32.45</u>
<u>May 1, 2006</u>	<u>\$24.11</u>	<u>\$2.41</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$33.60</u>

**4. Grader "B": Other grading including gravel**

<b><u>EFFECTIVE DATE</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>VACATION HOLIDAY CREDITS</u></b>	<b><u>BENEFIT PLAN</u></b>	<b><u>PENSION PLAN</u></b>	<b><u>TOTAL</u></b>
<u>May 1, 2004</u>	<u>\$21.91</u>	<u>\$2.19</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$29.98</u>
<u>May 1, 2005</u>	<u>\$22.27</u>	<u>\$2.23</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$30.98</u>

<u>May 1, 2006</u>	<u>\$22.64</u>	<u>\$2.26</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$31.98</u>
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5. Mechanic "A": Heavy duty (complete tear down repair and build up)

EFFECTIVE DATE	HOURLY RATE	VACATION HOLIDAY CREDITS	BENEFIT PLAN	PENSION PLAN	TOTAL
<u>May 1, 2004</u>	<u>\$22.90</u>	<u>\$2.29</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$31.07</u>
<u>May 1, 2005</u>	<u>\$23.26</u>	<u>\$2.33</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$32.07</u>
<u>May 1, 2006</u>	<u>\$23.72</u>	<u>\$2.37</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$33.17</u>

6. Mechanic "B":

EFFECTIVE DATE	HOURLY RATE	VACATION HOLIDAY CREDITS	BENEFIT PLAN	PENSION PLAN	TOTAL
<u>May 1, 2004</u>	<u>\$22.48</u>	<u>\$2.25</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$30.61</u>
<u>May 1, 2005</u>	<u>\$22.84</u>	<u>\$2.29</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$31.61</u>
<u>May 1, 2006</u>	<u>\$23.21</u>	<u>\$2.32</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$32.61</u>

7. Welder "A":

EFFECTIVE DATE	HOURLY RATE	VACATION HOLIDAY CREDITS	BENEFIT PLAN	PENSION PLAN	TOTAL
<u>May 1, 2004</u>	<u>\$21.94</u>	<u>\$2.19</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$30.01</u>
<u>May 1, 2005</u>	<u>\$22.30</u>	<u>\$2.23</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$31.01</u>
<u>May 1, 2006</u>	<u>\$22.66</u>	<u>\$2.27</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$32.01</u>

8. Welder "B":

EFFECTIVE DATE	HOURLY RATE	VACATION HOLIDAY CREDITS	BENEFIT PLAN	PENSION PLAN	TOTAL
<u>May 1, 2004</u>	<u>\$21.73</u>	<u>\$2.17</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$29.78</u>
<u>May 1, 2005</u>	<u>\$22.09</u>	<u>\$2.21</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$30.78</u>
<u>May 1, 2006</u>	<u>\$22.45</u>	<u>\$2.25</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$31.78</u>



9. Operators "A": Bull-dozer, D6 and over, pavers (asphalt and concrete), rubber tired scrapers, loaders, 1 ½ c.y. capacity and over, temporary steam heating plant, 6 way Blade Bull-dozer, Sheep's foot with blade attachment, shuttle buggy, \*rubber tired hoe (\*hired by the company before May 1, 2004)

<u>EFFECTIVE DATE</u>	<u>HOURLY RATE</u>	<u>VACATION HOLIDAY CREDITS</u>	<u>BENEFIT PLAN</u>	<u>PENSION PLAN</u>	<u>TOTAL</u>
<u>May 1, 2004</u>	<u>\$22.36</u>	<u>\$2.24</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$30.48</u>
<u>May 1, 2005</u>	<u>\$22.73</u>	<u>\$2.27</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$31.48</u>
<u>May 1, 2006</u>	<u>\$23.14</u>	<u>\$2.31</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$32.53</u>

10. Bull-dozer under D6 and loader under 1 ½ c.y. capacity

<u>EFFECTIVE DATE</u>	<u>HOURLY RATE</u>	<u>VACATION HOLIDAY CREDITS</u>	<u>BENEFIT PLAN</u>	<u>PENSION PLAN</u>	<u>TOTAL</u>
<u>May 1, 2004</u>	<u>\$22.36</u>	<u>\$2.24</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$30.48</u>
<u>May 1, 2005</u>	<u>\$22.73</u>	<u>\$2.27</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$31.48</u>
<u>May 1, 2006</u>	<u>\$23.14</u>	<u>\$2.31</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$32.53</u>

11. Operators "B": pumps 6" discharge and over, skid steer loaders, industrial tractors with attachments, well points, dinky locomotive type engines and Kubota type backhoe, and Roller "A" Asphalt

<u>EFFECTIVE DATE</u>	<u>HOURLY RATE</u>	<u>VACATION HOLIDAY CREDITS</u>	<u>BENEFIT PLAN</u>	<u>PENSION PLAN</u>	<u>TOTAL</u>
<u>May 1, 2004</u>	<u>\$22.09</u>	<u>\$2.21</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$30.18</u>
<u>May 1, 2005</u>	<u>\$22.45</u>	<u>\$2.25</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$31.18</u>
<u>May 1, 2006</u>	<u>\$22.86</u>	<u>\$2.29</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$32.23</u>

12. Roller "B": Grade self propelled ride on packers, electronic or radio controlled compaction unit, power sweepers

<u>EFFECTIVE DATE</u>	<u>HOURLY RATE</u>	<u>VACATION HOLIDAY CREDITS</u>	<u>BENEFIT PLAN</u>	<u>PENSION PLAN</u>	<u>TOTAL</u>
<u>May 1, 2004</u>	<u>\$21.58</u>	<u>\$2.16</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$29.62</u>
<u>May 1, 2005</u>	<u>\$21.94</u>	<u>\$2.19</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$30.61</u>

<u>May 1, 2006</u>	<u>\$22.31</u>	<u>\$2.23</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$31.62</u>
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13. Field Service Man

<u>EFFECTIVE DATE</u>	<u>HOURLY RATE</u>	<u>VACATION HOLIDAY CREDITS</u>	<u>BENEFIT PLAN</u>	<u>PENSION PLAN</u>	<u>TOTAL</u>
<u>May 1, 2004</u>	<u>\$21.79</u>	<u>\$2.18</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$29.85</u>
<u>May 1, 2005</u>	<u>\$22.15</u>	<u>\$2.22</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$30.85</u>
<u>May 1, 2006</u>	<u>\$22.52</u>	<u>\$2.25</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$31.85</u>

14. Oilers, and Apprentices, front end drivers and oilers on 100 tonne cranes

<u>EFFECTIVE DATE</u>	<u>HOURLY RATE</u>	<u>VACATION HOLIDAY CREDITS</u>	<u>BENEFIT PLAN</u>	<u>PENSION PLAN</u>	<u>TOTAL</u>
<u>May 1, 2004</u>	<u>\$20.89</u>	<u>\$2.09</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$28.86</u>
<u>May 1, 2005</u>	<u>\$21.25</u>	<u>\$2.13</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$29.86</u>
<u>May 1, 2006</u>	<u>\$21.62</u>	<u>\$2.16</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$30.86</u>

15. \*Rubber tired Backhoe (\*hired by the company after May 1, 2004)

<u>EFFECTIVE DATE</u>	<u>HOURLY RATE</u>	<u>VACATION HOLIDAY CREDITS</u>	<u>BENEFIT PLAN</u>	<u>PENSION PLAN</u>	<u>TOTAL</u>
<u>May 1, 2004</u>	<u>\$17.00</u>	<u>\$1.70</u>	<u>\$2.72</u>	<u>\$2.16</u>	<u>\$23.58</u>
<u>May 1, 2005</u>	<u>\$17.50</u>	<u>\$1.75</u>	<u>\$2.92</u>	<u>\$2.56</u>	<u>\$24.73</u>
<u>May 1, 2006</u>	<u>\$18.00</u>	<u>\$1.80</u>	<u>\$3.12</u>	<u>\$2.96</u>	<u>\$25.88</u>

16. Tunnel Operators of shaft hoists, tuggers, cranes and derricks with lifting capacity over 2,000 lbs.

<u>EFFECTIVE DATE</u>	<u>HOURLY RATE</u>	<u>VACATION HOLIDAY CREDITS</u>	<u>BENEFIT PLAN</u>	<u>PENSION PLAN</u>	<u>TOTAL</u>
<u>May 1, 2004</u>	<u>\$24.68</u>	<u>\$2.47</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$33.03</u>
<u>May 1, 2005</u>	<u>\$25.05</u>	<u>\$2.51</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$34.04</u>

<u>May 1, 2006</u>	<u>\$25.55</u>	<u>\$2.56</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$35.19</u>
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17. Tunnel Operators of shaft hoists, tuggers, cranes and derricks with lifting capacity of 2,000 lbs. Or less, and compressors over 500 C.F.M. (where required). Compressor house set-up man (Qualified Mechanic).

<u>EFFECTIVE DATE</u>	<u>HOURLY RATE</u>	<u>VACATION HOLIDAY CREDITS</u>	<u>BENEFIT PLAN</u>	<u>PENSION PLAN</u>	<u>TOTAL</u>
<u>May 1, 2004</u>	<u>\$24.34</u>	<u>\$2.43</u>	<u>\$2.72</u>	<u>\$3.16</u>	<u>\$32.65</u>
<u>May 1, 2005</u>	<u>\$24.70</u>	<u>\$2.47</u>	<u>\$2.92</u>	<u>\$3.56</u>	<u>\$33.65</u>
<u>May 1, 2006</u>	<u>\$25.20</u>	<u>\$2.52</u>	<u>\$3.12</u>	<u>\$3.96</u>	<u>\$34.80</u>

**NOTES TO SCHEDULE "A"**

1. The provisions of the Sewer and Watermain Construction schedule apply only to work performed on sewer and watermain construction which is performed by the Employer as a separate contract and shall not apply to any work performed on Sewer and Watermain construction which is an integral part of a general contract which includes road or parking lot construction, paving etc.
2. The provisions of the Tunnel Schedule applies only to work performed on a tunnel project called as a tunnel and does not include tunnel work which is incidental to open cut work for sewer and watermain construction.
3. During the winter months from December 1st to April 30th, when any of the employees in the above classifications are employed on work other than that set out in this schedule, the wage rate for such employees will be worked out between the employee concerned and the employer in each case, except that for employees engaged on snow removal, the employee will be paid at a rate not less than that of an operator for the type and size of equipment being used.
4. It is agreed that foremen and other supervisory personnel may be engaged at the discretion of the company as mechanics or operators during the winter months (December 1st to April 30th), for snow removal, but not on construction sites or equipment rental, or at any time in case of emergency and when so engaged they shall not be governed by the provisions of this schedule nor the provisions of this agreement.
5. For Sewer and Watermain Tunnel work, greasing time shall be paid at straight time rates.

6. In the case of shift work for sewer and watermain tunnel work a second and third shift shall be paid time and one-ninth. Overtime of time and one-half, or double time, on shift work shall be paid for calculated on the basis of the shift premium.

Shifts and rest periods for all compressed air work shall be in accordance with Ontario Department of Labour Regulation 100/63 or as amended covering underground work.

**HEALTH PLAN - PENSION PLAN – TRAINING FUND**

7.1 The Parties hereto agree that the employee benefit plans shall be jointly trusted by an equal number of trustees appointed by Employers and a like number of trustees appointed by the Union.

7.2 The employer agrees to contribute to the following fund and plans for all categories except number 15, which pension contribution shall be \$1.00 less:

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	May 1, 2004	May 1, 2005	May 1, 2006
<u>I.U.O.E. Training Fund</u>	<u>\$ .28 per hour</u>	<u>\$ .28 per hour</u>	<u>\$ .28 per hour</u>
<u>I.U.O.E. Health Plan</u>	<u>\$2.72 per hour</u>	<u>\$2.92 per hour</u>	<u>\$3.12 per hour</u>
<u>I.U.O.E. Pension Plan</u>	<u>\$3.16 per hour</u>	<u>\$3.56 per hour</u>	<u>\$3.96 per hour</u>
<b><u>Total Contributions</u></b>	<b><u>\$6.16 per hour</u></b>	<b><u>\$6.76 per hour</u></b>	<b><u>\$7.36 per hour</u></b>

Note: For dues calculation purposes, the Training Fund is excluded; refer to 8.1.

7.3 Although the employer makes a single payment for the Trust Funds and other Benefits the administrator appointed by the Trustees of the Health Plan and the Pension Plan shall be responsible for ensuring that the contributions to the Health Plan and Pension Plan are allocated and made on behalf of each employer and employee as follows:

Effective May 1, 2004:

(i) for employees with \$4,320.00 or fewer dollars in their Health Plan dollar bank, \$2.72 to the Health Plan and \$3.16 to the Pension Plan.

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(ii) for employees with more that \$4,320.00 in the Health Plan dollar bank, \$5.88 to the Pension Plan.

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Effective May 1, 2005:

(i) for employees with \$4,320.00 or fewer dollars in their Health Plan dollar bank, \$2.92 to the Health Plan and \$3.56 to the Pension Plan.

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(ii) for employees with more that \$4,320.00 in the Health Plan dollar bank, \$6.48 to the Pension Plan.

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Effective May 1, 2006:

(i) for employees with \$4,320.00 or fewer dollars in their Health Plan dollar bank, \$3.12 to the Health Plan and \$3.96 to the Pension Plan.

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(ii) for employees with more that \$4,320.00 in the Health Plan dollar bank, \$7.08 to the Pension Plan.

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Effective on and after October 1, 2003 the amount of \$4,320.00 in a Member's Health Plan dollar bank noted in (i) and (ii) above shall be re-determined from time to time as determined by a duly constituted motion passed by the Board of Trustees of the International Union of Operating Engineer, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the administrator and employers.

- 7.4 The Union, The Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust Of Ontario and the administrator agree to hold harmless and indemnify Employers and The National Capital Road Builders Association against any liability incurred as a result of deductions and/ or allocations made in accordance with 7.3 above.
- 7.5 These monies shall be remitted in accordance with this Collective Agreement and shall be remitted by the 20th day of the month following the month in which the hours have been earned, together with supporting information entered on a Reporting Form as designated by the Trustees and at no time shall the contributions be paid directly to the employee.
- 7.6 In the event an Employer fails to remit the contributions for the Health Plan and the Pension Plan by the 20th day of the month due, the Trustees may charge interest at the rate of 2% per month (24% per annum) for any delinquent contributions 30 days in arrears, provided the Employer has received 5 days prior written notice to correct such delinquency.
- 7.7 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.
- 7.8 If the Employer does not submit the certified audited statement as per 7.5 the Trustees may appoint an independent chartered accountant 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 Plan.
- 7.9 Where the Trustees appoint an auditor the cost shall be born by the appropriate plan.
- 7.10 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 5 days of receipt of written notice from the Trustees, remit all outstanding contributions along with completed supporting contribution report forms as required by the plan.
- 7.11 When an Employer fails to remit all delinquent contributions the provisions of 7.4 shall apply and the Union on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employer 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.
- 7.12 The consistently delinquent employer may be required by trustees of the funds to deposit with the trustees a cash bond, an irrevocable line of credit or equivalent acceptable security payable to the trustees of the International Union of Operating Engineers Benefit Trust Fund. The maximum sum that an employer may be required to deposit with the trustees of the International Union of Operating Engineers Benefit Trust Fund with respect to all contributions to the various funds shall be \$25,000 in total.

If an Employer does not have any employees in his employ he shall submit a nil report in accordance with the provisions of 7.3.

#### **WORKING DUES CHECK-OFF**

8.1 Each Employer agrees to deduct from each employee in the bargaining unit, working dues at the rate of 2% of the total package which includes the hourly rate, vacation pay, health plan and pension plan contributions, but does not include training and advancement funds. Such deductions shall be forwarded along with the remittances required under 7.2 and supporting information shall be as required by the Trustees on the Reporting Forms.

Such deductions shall be immediately paid to the local Union by the administrator of the plans.

8.2 The Union agrees to hold harmless and indemnify the Employers, The National Capital Road Builders Association and the Trustees against any liability incurred as a result of deductions made under 8.1 above.

#### **TRAINING FUND**

9. The employer shall contribute to a union trustee Training Fund in accordance with Article 7.2.

#### **UNION SECURITY**

10. a) The Employers agree that they will subcontract Concrete Curb and Gutter, Concrete and Paver Sidewalk, and the laying of asphalt only to subcontractors who employ members in good standing.

b) If the subcontractor does not have a collective agreement with the Union, he will be required to observe all terms and conditions of this agreement and including the Trust Fund Provisions.

c) Employers, whose predominant business is sewer and watermain work, while engaged in or performing M.T.O. work shall be bound by and observe Articles 10 (a) and (b).

d) Employers, whose predominate business is sewer and watermain work, while engaged in or performing work, other than M.T.O. work, shall be bound by and observe Articles 10(a) and (b), other than any reference to the laying of asphalt.

e) Contractors whose predominant business is sewer and watermain construction will not subcontract sewer or watermain work to non-union contractors.

f) The Employer agrees to engage only those subcontractors who are in contractual relations with the Union to perform work set out in the classifications of this Agreement, to perform the following work:

- i) Laying of asphalt only by contractors whose predominant business is road building.
- ii) Dredging.
- iii) Tunnels over 1.5 meters inside finished diameter with respect to above ground works only.
- iv) Crane rentals.
- v) At May 1, 2004, new work over 2.5 million dollars on Ministry of

Transportation Ontario projects only, with respect to road base excavation as per OPSS form 206 and placing of road base granular A and granular B as per OPSS form 314.

vi) At May 1, 2004, all other new work over 4.5 million dollars with respect to road base excavation as per OPSS form 206 and placing of road base granular A and granular B as per OPSS form 314

vii) At May 1, 2004, new bridge construction.

g) The subcontracting of work to employers signatory to any other Union's collective agreement shall not be a violation of the National Capital Road Builders Agreement.

h) A sewer contract shall be defined as any contract where the sewer and watermain piping, manholes and catch basins portion of the contract are in excess of 50% of the contract value.

i) For all road building contracts, prime contractors shall sub-contract sewer and watermain work to union contractors, pursuant to the following conditions.

i) Where the value of the total contract is in excess of 5 million dollars; and

ii) The sewer and watermain portion of the said contract exceeds 2 million dollars.

## **OPERATING ENGINEERS LOCAL 793 ADVANCEMENT DUES CHECK-OFF**

11.1 The Employer shall deduct ten cents (\$0.10) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. The amount contributed shall be remitted together with other monthly contributions and deductions in the manner set out in this Collective Agreement.

## **APPRENTICE PROGRAM**

12.1 The Apprenticeship program for new equipment operators with a voluntary ratio of five (5) journeymen to one (1) apprentice. Hourly rate of pay as follows –

<b><u>EXPERIENCE</u></b>	<b><u>PAYRATE</u></b>
<u>1) 0-1000 hours</u>	<u>70% of normal hourly rate for an experienced operator</u>
<u>2) 1001-2000 hours</u>	<u>80% of normal hourly rate for an experienced operator</u>
<u>3) 2001-3000 hours</u>	<u>90% of normal hourly rate for an experienced operator</u>
<u>4) Over 3000 hours</u>	<u>100%</u>

## **INDUSTRY FUND**

13.1 a) Each Employer bound by Schedule "A" of this agreement shall contribute the sum of twenty-two cents (\$0.22) per hour worked by each employee covered by Schedule "A" of this agreement. The Association reserves the right to increase their contribution to the Industry Fund.

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b) The contributions shall be remitted with the other contributions itemized in note 7 of Schedule "A".

c) The Industry Fund contributions shall be remitted monthly by the Administrator of the IUOE Local 793 Health and Pension Plan to the Secretary - Treasurer of the National Capital Road Builders Association.

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**Schedule "B"**

**Minimum Wage Rates for Teamsters hired prior to June 1<sup>st</sup>, 2004**

Category	Effective	Hourly	Contributions	Vacation	Total
Date	to Funds	Credits	Wage	Holiday	Hourly
Rate					Package
1(a) Ready Mix Truck	May 1, 04	23.30	4.30	1.86	29.46
	May 1, 05	24.13	4.30	1.93	30.36
	May 1, 06	24.96	4.30	2.00	31.26
1(b) Floats (Low Bed)	May 1, 04	22.70	4.30	1.82	28.82
	May 1, 05	23.52	4.30	1.88	29.70
	May 1, 06	24.32	4.30	1.95	30.57
2. Semi Trailer Truck; Tri Axle;	May 1, 04	22.56	4.30	1.80	28.66
Tri Axle Dump & Pup Trailer;	May 1, 05	23.37	4.30	1.87	29.54
Tri Axle with tag along float;	May 1, 06	24.18	4.30	1.93	30.41
Tandem Axle with pup;					
Tandem Axle with tag along float.					
3. Boom Truck; Water Truck;	May 1, 04	22.45	4.30	1.80	28.55
Fuel and Grease Truck;	May 1, 05	23.26	4.30	1.86	29.42
Tandem Dump; Service Truck;	May 1, 06	24.06	4.30	1.92	30.28
Single Axle Truck; Farm Tractor;					
Off Highway Truck.					

**Minimum Wage Rates for Teamsters hired after June 1<sup>st</sup>, 2004**

Category	Effective	Hourly	Contributions	Vacation	Total
Date	to Funds	Credits	Wage	Holiday	Hourly
Rate					Package
1(a) Ready Mix Truck	May 1, 04	17.00	4.30	1.36	22.66
	May 1, 05	17.47	4.50	1.40	23.37
	May 1, 06	17.90	4.75	1.43	24.08
1(b) Floats (Low Bed)	May 1, 04	17.00	4.30	1.36	22.66
	May 1, 05	17.47	4.50	1.40	23.37
	May 1, 06	17.90	4.75	1.43	24.08
2. Semi Trailer Truck; Tri Axle;	May 1, 04	16.00	4.30	1.28	21.58
Tri Axle Dump & Pup Trailer;	May 1, 05	16.45	4.50	1.32	22.27
Tri Axle with tag along float;	May 1, 06	16.85	4.75	1.35	22.95
Tandem Axle with pup;					
Tandem Axle with tag along float.					
3. Boom Truck; Water Truck;	May 1, 04	16.00	4.30	1.28	21.58
Fuel and Grease Truck;	May 1, 05	16.45	4.50	1.32	22.27

Tandem Dump; Service Truck;	May 1, 06	16.85	4.75	1.35	22.95
Single Axle Truck; Farm Tractor; Off Highway Truck.					

**Notes to Schedule "B"**

1. Employees shall be called in strictly in the order of their seniority within their classification.

It is agreed that a senior employee, who has not worked eight (8) hours a day, shall not normally be sent home before a junior employee, provided the junior employee is available.

A senior employee will not receive less hours of work than a junior employee in the same classification, in a four (4) week period, commencing with the pay period next following January 1<sup>st</sup> in each year.

Immediately following the four (4) week period referred to in the above paragraph, the Company agrees to supply the Union Steward, upon request, with a list of hours worked, for the latter's use.

2. If a driver works at more than one classification in any day the highest rate will apply for the full day.

3. Trucks and those trailers over eight (8) tonne limits, that are used predominately either to deliver materials to a job site or from one job site to another or to pull a tag along float shall be driven by a Teamster.

4. Every new driver dispatched from the hall shall provide a personal driving/work/training record to the Employer

5. Saturday work shall be offered in order of seniority subject to qualifications, however senior employees shall have the right to refuse, provided there are enough qualified junior employees to perform the work. Whenever possible when Saturday work is required the employees shall be notified by Friday noon.

6.(a) Length of continuous service with an Employer shall not be broken due to suspension of drivers licence of no more than thirteen (13) consecutive months, or more than twice for impaired infraction regardless of length of suspension, provided the suspension is not due to an infraction of the traffic Acts of Ontario or Quebec incurred while driving his Employer's vehicle.

(b) A driver recalled to work following a lay-off and a newly dispatched driver will have to supply a drivers abstract before he commences work.

(c) An employee shall lose all seniority and shall be terminated if he is laid off and not recalled for a period extending beyond twenty-four (24) consecutive months.

7. Newly purchased trucks which are primarily used to haul aggregates and hot mix asphalt shall be equipped with air conditioning and power tarpaulins. Notwithstanding the above, trucks that are now equipped with tarpaulins that can be rolled by crank shall be so maintained.

8. Whenever an employee in a driver classification is required by legislation or government regulation to undergo a periodic physical examination and/or written test in order to remain qualified for his Class "A" "D" or "Z" driver's license and the employee arranges to take the examination during his regularly scheduled shift, he will be paid **four (4)** hours at his regular, straight-time hourly rate on the day he takes the examination.

9. The Employer agrees that when a vacancy occurs it will be posted on the bulletin board for three (3) working days and any driver will be allowed to bid for the vacancy. Selection to such position will be made on the basis of seniority, provided the employee has the necessary licence and in the Employers reasonable judgement the qualification and ability to do the job. An employee will not be considered for a vacancy on the same type of equipment that he is currently operating.

A vacancy could be caused by the termination of an employee, the quitting of an employee, or the purchase of new equipment etc.

10. The Company shall include on the employee's T-4 slip the total union dues deducted for the year.

11. The Employer shall contribute **\$0.25** for each hour worked by each employee and remit the amount to the Ontario Teamsters "Construction" Training Trust Fund.

Remittance to be made to the Administrator of the Ontario Teamsters "Construction" Training Trust Fund, no later than the twentieth (20th) day of the month following the month in which the contributions were earned, with a copy of the remittance form showing the number of hours remitted, forwarded to the Local Union at the same time as the Local Union dues are remitted.

12. The Employer shall contribute and remit to Teamsters Local Union 91 Industry Advancement Fund, five (**\$0.05**) cents per hour, for each hour worked. Remittance to be made to the Secretary Treasurer of the Local Union, no later than the twentieth (20th) day of the month following the month in which the contributions were earned, with a copy of the remittance form showing the number of hours remitted, forwarded to the Local Union at the same time as the Local Union dues are remitted.

13.1 a) **For employees hired prior to June 1<sup>st</sup>, 2004, the Employer shall remit \$4.00 per hour for every hour worked to the Teamsters Canadian Pension Trust Fund.**

**b) For employees hired after June 1<sup>st</sup>, 2004, the Employer shall remit \$2.00 per hour for every hour worked to the Teamsters Canadian Pension Trust Fund. Such amount will be increased to \$2.15 per hour effective June 1<sup>st</sup>, 2005, and \$2.35 per hour effective June 1<sup>st</sup>, 2006.**

13.2 For the duration of the current Collective Agreement between the Union and the Employer and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Canadian Pension Trust Fund and Plan on behalf of each employee working in job classifications covered by the Collective Bargaining Agreement.

- 13.3 The Employer(s) agree(s) to be bound by all of the terms, conditions and provisions of Agreement and Declaration of Trust under which the Teamsters Canadian Pension Trust Fund and Plan is established and to carry out all of the duties and responsibilities of an Employer under such Agreement and Declaration of Trust including, as appropriate, naming or participating in the naming of Employer Trustees and Employer representatives on a Retirement Committee as provided for under the Teamsters Canadian Pension Trust Fund and Plan.
- 13.4 It is understood that contributions shall be payable in respect to the hours worked by employees from the first day of employment whether said employees are permanent, temporary, seasonal, full time or part time employees.
- 13.5 Contributions along with a list of employees for whom they have been made, shall be forwarded by the Employer(s) to the Trust Company or other financial institution acting as custodian of the assets of the Teamsters Canadian Pension Plan and Trust Fund and shall do so not later than twenty-one (21) days after the close of the Employer(s) four or five week accounting period.
- 13.6 Each Employer shall permit upon the request of the Union or the Trustees, an auditor employed by either the Union or the Trustees, to carry out an audit of the Employer's accounting and other records to ensure that the Employer is paying to the Trustees all contributions due under the terms of the collective agreement.
- 13.7 The Employer(s) shall also complete such forms and provide such information as the trustees and Administrator to the trustees and Administrator to the Teamsters Canadian Pension Plan require from time to time in the administration and operation of the plan.
- 13.8 It is understood that:
- (i) Under the Teamsters Canadian Pension Trust Fund and Plan the Employer(s) is (are) not liable to guarantee the benefits payable thereunder or assure the solvency of the Fund beyond the payment of contributions due pursuant to the collective agreement.
  - (ii) The Teamsters Canadian Pension Trust Fund and Plan is or will be registered under the provisions of the Income Tax Act of Canada and any other applicable Federal or Provincial law respecting employee pension plans.
- 13.9 A consistently delinquent Employer may be required by the Trustees of the TEAMSTERS CANADIAN PENSION PLAN to deposit with the Trustees a maximum amount of \$25,000.00 cash Bond, an irrevocable line of credit or equivalent acceptable security payable to the Trustees of the TEAMSTERS CANADIAN PENSION PLAN.
14. *For employees hired after June 1<sup>st</sup>, 2004, the Employer shall remit \$2.00 per hour for every hour worked to the Ontario Teamsters Construction Benefit Plan. Such amount will be increased to \$2.05 per hour effective June 1<sup>st</sup>, 2005, and \$2.10 per hour effective June 1<sup>st</sup>, 2006.*

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15. The Employer will not use Independent Owner/Operator and/or Hired trucks where it will result in a company driver losing regular hours or when regular drivers are available for work.
16. Preference will be given to laid off employees due to a permanent reduction of fleets, if the laid off employee becomes an Independent Owner/Operator. Such Independent Owner/Operator will be given preference by his former employer provided that in the judgement of the employer they have the capacity and capability to perform the required work and provided also they agree to work for the rates established by the individual employers for Independent Owner/Operators. This preference will be given for two (2) complete seasons following such permanent reduction.
17. Prior to engaging Independent Owner/Operators employers will engage available trucks of other member companies of the National Capital Road Builders Association provided that in the judgement of the employers they have the capacity and capability to perform the required work and provided also they agree to work for the rates established by the individual employers.
18. With respect to Ready Mix trucks, a senior employee will not normally displace a junior employee on a daily basis when the later is working a late hour in a different category.
- 19.1 Employers whose predominant business is roadbuilding will not subcontract the delivery of machine laid asphalt to contractors who are not in contractual relations with Teamsters Local Union 91.
- 19.2 Employers whose predominant business is sewer and watermain work, while engaged on M.T.O. projects will not sub contract the delivery of machine laid asphalt to contractors who are not in contractual relations with Teamsters Local Union 91.
- 19.3 In the event that an Employer whose predominant business is sewer and watermain, subcontracts the installation of sewer and watermain piping, manholes and catchbasins, the said subcontractor must utilize trucks operated by members in good standing with Teamsters Local Union 91.
- 19.4 If the subcontractor does not have a Collective Agreement with the Union, he will be required to observe all terms and conditions of this agreement and including the Trust Fund Provisions.

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**Schedule “C” – Minimum Wage Rates for Labourers**

The work covered under Schedule C, C-1, C-2 constitutes a list of Laborers' work that is claimed but not limited to.

Category	Effective Date	Hourly Rate	Vacation Holiday Credit	Contributions to Funds	Total Hourly Wage Package
C Road building, sewer and Watermain and Tunnel					
1. Powderman (licensed City of Ottawa and Certified Welders on pile driving)	May 1, 2004	23.09	2.31	4.73	30.13
	Dec.1, 2004	23.09	2.31	4.98	30.38
	May 1, 2005	23.77	2.38	5.03	31.18
	May 1, 2006	24.45	2.45	5.08	31.98
	Dec. 1, 2006	24.45	2.45	5.18	32.08
2. Labourers (skilled) form setter (carpenters) including curbs, gutters, sidewalks, retaining walls, catch-basin structure (formed in place), concrete worker (cement finisher), raker, pipe layer, powderman (licensed) air track driller, welders on pile driving (except for maintenance of equipment), line setter, curb machine operator, tail ender.	May 1, 2004	22.46	2.24	4.73	29.43
	Dec.1, 2004	22.46	2.24	4.98	29.68
	May 1, 2005	23.14	2.31	5.03	30.48
	May 1, 2006	23.82	2.38	5.08	31.28
	Dec. 1, 2006	23.82	2.38	5.18	31.38
3. Labourers (semi-skilled) including sheeting and shoring, concrete and asphalt saw operator	May 1, 2004	21.87	2.18	4.73	28.78
	Dec.1, 2004	21.87	2.18	4.98	29.03
	May 1, 2005	22.55	2.25	5.03	29.83
	May 1, 2006	23.23	2.32	5.08	30.63
	Dec. 1, 2006	23.23	2.32	5.18	30.73
4. Labourers including asphalt shovelman, concrete shovelman, floatmen, scootcrete, caulker, farm tractor operator, pump operator – under 6 inches, asphalt tamperman, grouter, jackhammer breaker operator, Interlock paver layers, walk behind compactor operators and electronically controlled compactor operators.	May 1, 2004	21.58	2.15	4.73	28.46
	Dec.1, 2004	21.58	2.15	4.98	28.71
	May 1, 2005	22.26	2.22	5.03	29.51
	May 1, 2006	22.94	2.29	5.08	30.31
	Dec. 1, 2006	22.94	2.29	5.18	30.41

~~The Employer shall determine which employees will be classified as Lead Hands.~~

~~Lead Hand shall receive one dollar and twenty-five cents (\$1.25) above the respective classification.~~

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**Schedule "C" – Minimum Wage Rates for Labourers (cont'd)**

The work covered under Schedule C, C-1, C-2 constitutes a list of Laborers' work that is claimed but not limited to.

Category	Effective Date	Hourly Rate	Vacation Holiday Credits	Contributions to Fund	Total Hourly Wage Package
5. Labourers who have not been actively engaged in construction work for more than twelve months in the past three years.	May 1, 2004	21.04	2.10	4.73	27.87
	Dec.1, 2004	21.04	2.10	4.98	28.12
	May 1, 2005	21.72	2.17	5.03	28.92
	May 1, 2006	22.40	2.24	5.08	29.72
	Dec. 1, 2006	22.40	2.24	5.18	29.82
6. Labourers who have not been actively engaged in construction work for more than six months in the past three years and students employed after September 15 <sup>th</sup> .	May 1, 2004	18.71	1.86	4.73	25.30
	Dec.1, 2004	18.71	1.86	4.98	25.55
	May 1, 2005	19.39	1.93	5.03	26.35
	May 1, 2006	20.07	2.00	5.08	27.15
	Dec. 1, 2006	20.07	2.00	5.18	27.25
7. Watch Person s, Flag Persons and Labourers who are engaged <u>as landscapers</u> in the placing of topsoil, sod, precast pavers, planting of shrubs and trees, seeding and mulching, granite pavers, fencing, precast retaining walls including landscaping related equipment.	May 1, 2004	15.51	1.55	4.73	21.79
	Dec.1, 2004	15.51	1.55	4.98	22.04
	May 1, 2005	16.19	1.62	5.03	22.84
	May 1, 2006	16.87	1.69	5.08	23.64
	Dec. 1, 2006	16.87	1.69	5.18	23.74
8. Students hired between May and September 15.	May 1, 2004	15.51	1.55	1.10	18.16
	Dec.1, 2004	15.51	1.55	1.10	18.16
	May 1, 2005	16.19	1.62	1.15	18.96
	May 1, 2006	16.87	1.69	1.20	19.76
	Dec. 1, 2006	16.87	1.69	1.20	19.76

The Employer shall determine which employees will be classified as Lead Hands.

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Lead Hand shall receive one dollar and twenty-five cents (\$1.25) above the respective classification.

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**Schedule "C -I" – Minimum Wage Rates for Labourers**

The work covered under Schedule C, C-1, C-2 constitutes a list of Laborers' work that is claimed but not limited to.

Category	Effective Date	Hourly Rate	Vacation Holiday Credits	Contributions to Funds	Total Hourly Wage Package	
C-1 Tunnel Labourer (including welders on pile driving except for maintenance of 3.15 equipment)	May 1, 2004	22.61	2.26	4.73	29.60	
	Dec.1, 2004	22.61	2.26	4.98	29.85	
	May 1, 2005	23.34	2.33	5.03	30.70	
	May 1, 2006	23.98	2.39	5.18	31.55	
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2. Tunnel underground labourer, loco driver, lock tender	May 1, 2004	22.87	2.29	4.73	29.89	
	Dec.1, 2004	22.87	2.29	4.98	30.14	
	May 1, 2005	23.60	2.36	5.03	30.99	
	May 1, 2006	24.24	2.42	5.18	31.84	
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3. Mucker	May 1, 2004	23.02	2.30	4.73	30.05	
	Dec.1, 2004	23.02	2.30	4.98	30.30	
	May 1, 2005	23.75	2.37	5.03	31.15	
	May 1, 2006	24.39	2.43	5.18	32.00	
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4. Miner, tunnel mole driver, tunnel shield driver, mucking machine operator, powderman, groutman	May 1, 2004	23.16	2.32	4.73	30.21	
	Dec.1, 2004	23.16	2.32	4.98	30.46	
	May 1, 2005	23.89	2.39	5.03	31.31	
	May 1, 2006	24.53	2.45	5.18	32.16	
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5. Lead miner	May 1, 2004	23.44	2.34	4.73	30.51	
	Dec.1, 2004	23.44	2.34	4.98	30.76	
	May 1, 2005	24.17	2.41	5.03	31.61	
	May 1, 2006	24.80	2.48	5.18	32.46	
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<b><u>The Employer shall determine which employees will beclassified as Lead Hands.</u></b>						Deleted: Working Foremen
<b><u>Lead Hand</u> shall receive one dollar <u>and twenty-five cents</u> (\$1.25) above the respective classification.</b>						Deleted: 1.00



**Schedule "C -2" – Minimum Wage Rates for Labourers**

The work covered under Schedule C, C-1, C-2 constitutes a list of Laborers' work that is claimed but not limited to.

Category	Effective Date	Hourly Rate	Vacation Holiday Credits	Contributions to Funds	Total Hourly Wage Package	
<p>C-2 Bridge Construction with Single or Multiple Span and Retaining Walls attached to those structures</p> <p>The Employers agree that all work on Bridge Structures with single or multiple span and retaining walls attached to those structures shall be performed by members of the L.I.U.N.A., Local 527 for the following classifications and wage rates:</p>						
	1. Labourers	May 1, 2004	21.58	2.15	4.73	28.46
		Dec.1, 2004	21.58	2.15	4.98	28.71
		May 1, 2005	22.26	2.22	5.03	29.51
		May 1, 2006	22.94	2.29	5.08	30.31
		Dec. 1, 2006	22.94	2.29	5.18	30.41
	2. Concrete Finisher	May 1, 2004	22.46	2.24	4.73	29.43
		Dec.1, 2004	22.46	2.24	4.98	29.68
		May 1, 2005	23.14	2.31	5.03	30.48
		May 1, 2006	23.82	2.38	5.08	31.28
		Dec. 1, 2006	23.82	2.38	5.18	31.38
	3. Reinforcing Steel Setter, Formsetter, Formbuilder (Carpenters)	May 1, 2004	24.61	2.46	4.73	31.80
		Dec.1, 2004	24.61	2.46	4.98	32.05
		May 1, 2005	25.34	2.53	5.03	32.90
		May 1, 2006	26.06	2.61	5.08	33.75
		Dec. 1, 2006	26.06	2.61	5.18	33.85

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**The Employer shall determine which employees will be classified as Lead Hands.**

**Lead Hand, shall receive one dollar and twenty-five cents (\$1.25) above the respective classification.**

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**NOTES TO SCHEDULE C, C-1 and C-2**

1. The provisions of the Tunnel Schedule apply only to work performed on a tunnel project called as a tunnel and does not include tunnel work which is incidental to open cut work for sewer and watermain construction.

2. In the case of shift work in tunnel construction, a second and third shift shall be paid time and one-ninth. Overtime of time and one-half or double time, on shift work shall be paid for calculated on the basis of the shift premium.

Shifts and rest period for all compressed air work in tunnel construction, shall be in accordance with Ontario Department of Labour Regulations 100/63 or as amended covering underground work.

3. Compressed air premium, where it applies:

	<b>May 1, 2004</b>
1 to 14 lbs. pressure .....	<del>20.72</del> per day
15 to 20 lbs. pressure .....	<del>25.22</del> per day
21 lbs. pressure .....	<del>29.71</del> per day

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For all pressures over twenty-one (21) pounds the Employer agrees to pay **\$1.80**, per pound **effective May 1, 2004** compressed air premium for each pound over twenty-one (21) pounds, in addition to the twenty-one (21) pounds rate.

4. Students hired as such must become Union Members. The employer will be allowed one (1) student up to each four (4) employees governed by this schedule.

5. Overtime provisions set forth in this Agreement do not apply to flagpersons and watchpersons, hired as such: they will be governed, in this respect, by whatever provincial laws or regulations may apply to them.

6. The Employer agrees to contribute to the following Funds:

**EFFECTIVE DATES**

<b><u>Contributions to the Benefit Fund</u></b>	<b>May 1 2004</b>	<b>Dec 1 2004</b>	<b>May 1 2005</b>	<b>May 1 2006</b>	<b>Dec.1 2006</b>
L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund	1.10	1.15	1.15	1.15	1.15
L.I.U.N.A., Local 527 Admin. Fund	0.75	0.75	0.80	0.80	0.80
L.I.U.N.A., Local 527 Legal Fund	0.10	0.10	0.10	0.10	0.10
<del>L.I.U.N.A., Local 527 Scholarship Fund</del>	0.05	0.05	0.05	0.05	0.05
L.I.U.N.A., Local 527 Tri-Fund (consisting of L.I.U.N.A., Local 527 LECET Fund, and the L.I.U.N.A., Local 527 Training Fund.)	0.23	0.23	0.23	0.23	0.23
<b>Total Contributions to Benefit Plan</b>	<b>2.23</b>	<b>2.28</b>	<b>2.33</b>	<b>2.33</b>	<b>2.33</b>
PST on Benefit Plan	0.088	0.092	0.092	0.092	0.092

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<b>TOTAL</b>	<b>2.318</b>	<b>2.372</b>	<b>2.422</b>	<b>2.422</b>	<b>2.422</b>
<u>Industry Fund</u>	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>
<u>GST on Industry Fund</u>	<u>0.004</u>	<u>0.004</u>	<u>0.004</u>	<u>0.004</u>	<u>0.004</u>

**PLEASE NOTE:** The \$.05 cents Industry Fund is to be remitted together with the total benefit contributions to the L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund

**Contributions to the Pension Fund**

Labourers' Pension Fund of Central and Eastern Canada	2.30	2.50	2.50	2.50	2.60
Canadian Tri-Fund	0.05	0.05	0.05	0.05	0.05
L.I.U.N.A., Ontario Provincial District Council, Admin Fund	0.10	0.10	0.10	0.15	0.15
<b>Total Pension Contributions</b>	<b>2.45</b>	<b>2.65</b>	<b>2.65</b>	<b>2.70</b>	<b>2.80</b>
<b>Total Employer Contributions</b>	<b>4.822</b>	<b>5.076</b>	<b>5.126</b>	<b>5.176</b>	<b>5.276</b>

**\*\* For all categories in C-1 only of this Schedule, the Pension Rate above effective December 1, 2006 is in effect May 1, 2006.**

- a) Contributions to Benefit Funds for Students shall be effective ~~May 1<sup>st</sup>, 2004 one dollar and ten (\$1.10) cents, effective May 1<sup>st</sup>, 2005 one dollar and fifteen (\$1.15) cents and May 1<sup>st</sup>, 2006 one dollar and twenty (\$1.20) cents,~~ Local 527 Administration Fund, unless the student elects to pay for other benefit funds in which case his hourly rate will be reduced accordingly and the union shall be notified.
- b) Contributions are cents per hour for each hour worked by each employee covered by this schedule.
- c) Each monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employers payroll ending nearest to the last day of the preceding month.
- d) The hourly rate shown in Schedule C, C-1 and C2 have been reduced by the amount of the contributions shown for L.I.U.N.A., Local 527 Administration and L.I.U.N.A., Ontario Provincial District Council Administration and each employee covered by these schedules has agreed to the reduction.
- e) The contributions for L.I.U.N.A., Local 527 Administration Fund shall be remitted monthly by the administrator of the L.I.U.N.A., Local 527 Labourers' Benefit Health and Safety Trust Fund to Local 527 Secretary-Treasurer.
- f) The Legal fund contributions shall be remitted monthly by the Administrator of the L.I.U.N.A., Local 527 Labourers' Benefit Health and Safety Trust Fund to the Administrator of the L.I.U.N.A., Local 527 Legal Fund.
- g) The Scholarship Fund contributions shall be remitted monthly by the Administrator of the L.I.U.N.A. Local 527 Labourers' Benefit Health and Safety Trust Fund to the Administrator of the L.I.U.N.A. Local 527 Scholarship Fund.

**Deleted:** May 1, 2001 eighty-five (\$0.85) cents, effective May 1, 2002 ninety-five (\$0.95) cents and effective May 1, 2003 one dollar and ten (\$1.10) cents

**Deleted:** and District Council Administration Fund

h) The contributions to the L.I.U.N.A., Local 527 Tri-Fund shall be remitted monthly by the Administrator as directed by the Union, to one or all of the following funds: L.I.U.N.A., Local 527 LECET Fund, and the L.I.U.N.A., Local 527 Training Fund.

~~j) The Canadian Tri-Fund contributions and the Ontario Provincial District Council Administration Fund contributions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada together with the Pension Contributions.~~

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j) Vacation Pay and Statutory Holiday Pay will be remitted monthly together with Local 527 Benefit Contributions and shall be remitted to the Local 527 Trust Fund not later than the twentieth (20<sup>th</sup>) day of the month following the month they were earned.

~~k) The Employer shall itemize and remit all of the above contributions on forms supplied by the Administrator of the L.I.U.N.A., Local 527 Labourers' Benefit Health and Safety Trust Fund plan and send one copy of each form at the same time to Local 527.~~

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7. Both parties agree to an equal number of Employers and Union Trustees to manage the L.I.U.N.A., Local 527 Labourers' Benefit Health and Safety Trust Fund mentioned in this schedule.

The employer agrees to be bound by the existing provisions of the L.I.U.N.A., Local 527 Labourers' Benefit Health and Safety Trust Fund documents.

8. All the above contributions and deductions shall be remitted monthly, not later than the twentieth (20<sup>th</sup>) of each month following the month for which such deductions or contributions were earned.

9.1 A penalty of one and one half percent (1 ½%), 18% per year of the amount of outstanding contributions shall be paid for each month that such contributions are outstanding beyond the twentieth (20<sup>th</sup>) of each month. In addition, the consistently delinquent employer may be required by the trustees of the funds to deposit with the trustees a cash bond, an irrevocable line of credit or equivalent acceptable security payable to the trustees of the L.I.U.N.A., Local 527 Labourers' Benefit Health and Safety Trust Fund. A cash bond and/or a line of credit for the duration of this Agreement will be based on the following manpower loads:

1 - 6	union employees -----	\$25,000.00
7 - 20	union employees -----	\$50,000.00
21 - 30	union employees -----	\$100,000.00
31 and more	union employees -----	\$150,000.00

9.2 If the Employer does not have any employees in his employ, a NIL report shall be filed in accordance with the provisions of 8 above.

10. If the Union decides to revise the above benefit contributions and or deductions, then the Employer agrees to make such revisions.

11. Watchpersons hired as such must become Union Members if employed continuously in excess of one week. Non-Union or security personnel may be engaged as watchmen for a period of one week or less and they are not governed by this Agreement.

12. The Employers agree to hire flagpersons that are Union Members on condition that the Union will supply a list of Union Members that are trained qualified flagpersons in traffic control from which, the employer will contact and hire

directly as required. The provisions of Article 3.4 – Union Security with respect to the 48 hours only, does not apply to flagpersons. The provisions of Article 11 – Seniority do not apply to flagpersons.

### Union Security

13. The employer agrees to engage only those contractors and subcontractors who are in contractual relations with Local 527 and bound to this Agreement to perform work set out in the classifications of this Agreement, to perform the following work:

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- i) Concrete curb and gutter
- ii) Concrete and paver sidewalk
- iii) Laying of asphalt
- iv) Asphalt and Concrete Saw Cutting
- v) Coring of concrete
- vi) Dredging
- vii) Bridge work, restoration work and concrete cast-in-place retaining walls as per category C-2 in this schedule
- viii) All concrete cast-in-place retaining walls
- ix) Bell Canada utility work
- x) Sound barriers
- xi) Work over 2.5 million dollars for Ministry of Transportation Ontario projects only with respect to road base excavation as per OPSS form 206 and placing of road base granular A and granular B as per OPSS form 314.

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a) Further to Note 13 above, a contractor whose predominant business is sewer and watermain construction agrees to engage only those contractors and subcontractors who are in contractual relations with the Union to install sewer and water piping, manholes and catchbasins.

Contractors whose predominant business is sewer and watermain construction shall be exempt from items 13 (ii) only with respect to supply and install of paver walks inclusive of stone dust, valued up to \$200,000.00.

b) If the subcontractors does not have a collective agreement with the Union, he will be required to observe all terms and conditions of this agreement and including the Trust Fund Provisions.

c) At the mutual request of the Union and the employer whose predominant business is road building, the Union, agrees to assist the said employer in securing a competitive position for sewer and watermain contractors with respect to a specific project for which, the road building employer contemplates submitting a tender of a road contract. Any concessions granted by the Union to the road building employer and the sewer and watermain contractor pursuant to this section shall be in writing and shall be conditional upon the employer whose predominant business is road building, engaging on the project for which concessions are granted by the Union, only those sewer and watermain contractors that are in contractual relations with the Union. Further, any concessions granted by the Union to the sewer and watermain contractor pursuant to this section shall be conditional upon the sewer watermain contractor performing the subcontract work for a union contractor whose business is road building.

Following a request under this section, should the union be unable, for whatever reason, to assist the employer, the employer and the Union acknowledge and agree that no grievance shall arise from either the employer or the union as a result of the union's inability to assist the employer in securing the work.

d) Where a particular clause within this Schedule works a hardship for a specific portion of a contract, the NCRBA may request, in writing, a concession from the Union. If the Union in its discretion, is unable to grant the requested concession, the Employer or its bargaining agent will not file a grievance and the Union will not be held liable in the event the Employer is not successful in getting the contract.

14. Where the employer has agreed, pursuant to this agreement, to engage only those contractors or subcontractors that are in contractual relations with the union the said contractors or subcontractors shall have the option, to perform works pursuant to their respective collective agreements or, pursuant to the National Capital Road Builders Agreement. The subcontracting of work to employers signatory to any other Local 527's collective agreements shall not be a violation of the National Capital Road Builders Agreement.

15. With respect to the laying of asphalt only, in the event that 11 hours per day cannot be worked Monday to Friday inclusive due to inclement weather, make up time may be worked at regular time on the Saturday of the week for which time was lost.

Make up time worked on Saturday will be voluntary and there will be no discrimination to employees that refuse to work the Saturday at the regular rate of pay.

16. **Industry Fund**

- a) Each employer bound by Schedule C, C-1 and C-2 of this agreement or a like agreement adopting in substance but not necessarily in form, the terms and conditions herein, shall contribute the sum of five cents (\$.05) per hour for each hour worked by each employee covered by Schedule C-1, C-2 of this agreement or such like agreement. The employers reserve the right to increase their contribution to the Industry Fund.
- b) The contributions shall be remitted with the other contributions itemized in note 6 of Schedules C, C-1 and C-2.
- c) The Industry Fund Contributions shall be remitted monthly by the Administrator of the L.I.U.N.A., Local 527 Labourers' Benefit Health and Safety Trust Fund to the Secretary-Treasurer of the National Capital Road Builders Association.

17. **Vacation Pay**

Vacation Pay and Statutory Holiday Credits for Labourers shall be in accordance with the "Vacation Holiday Credits" set out in the "Minimum Wage Rates for Labourers" in C, C-1 and C-2 and allocated as follows: 4% to Statutory Holiday Credits and 6% to Vacation Pay Credits.

**18. Construction Craft Worker (CCW)**

L.I.U.N.A. Local 527 and the N.C.R.B.A. shall endeavour to establish the remuneration and in-class curriculum for the Construction Craft Worker (CCW) Apprenticeship Program and this shall include the proper safety training for all members as required under OHSA.

**NATIONAL CAPITAL  
ROAD BUILDERS ASSOCIATION  
LETTER OF INTENT**

TO: A Council of Trade Unions consisting of the International Union of Operating Engineers, Local 793, Labourers' International Union of North America, Local 527 and International Brotherhood of Teamsters Union, Local 91.

The first purpose of this letter of intent is to constitute a Management-Labour Committee which will meet every three months for the following objects:

- a) To set up organizational objectives and determine the means to realize the same.
- b) To discuss labour supply distribution within the territorial jurisdiction and outside of the same.

The second purpose of this letter is to confirm the employers' intention to endeavour to give preferential treatment to the members of the unions constituting the Council, and more particularly, in sectors where the same does not exist or is lacking, namely, in sub-contracting jobs, trucks and equipment.

To this end the Management-Labour Committee shall discuss ways and means of promoting union membership and interests in view of particular situations arising from time to time, while protecting the Employers' competitive position.

April 13, 1970

LETTER OF INTENT

TO: Council of Trade Unions consisting of the International Union of Operating Engineers, Local 793, Labourers' International Union of North America, and Teamsters Union, Local 91.

The purpose of this letter is to confirm that the employers agree that there will be no disciplinary action, of any sort, taken against any employee, as a result of the supporting of or engaging in any strike activity.

This letter of intent shall be incorporated into and form part of the collective agreement between the N.C.R.B.A. and the Council of Trade Unions.

July 27, 1992



August 9, 2004

National Capital Road Builders Association  
P.O. Box 11381, Terminal "H"  
Nepean, ON  
K2H 7V1

Attention: Robert Wallace

Dear Mr. Robert Wallace:

Re: National Capital Road Builders Association ("NCRBA") Agreement

Enclosed please find a protected copy of the NCRBA Agreement for final review. We wish to identify the changes made from our last submission of July 15, 2004 by e-mail.

1. The date of the letter of intent of July 27, 1992 was added to Article 3.6 in the Master Portion and said letter of intent was inserted following the letter of intent of April 13, 1970;
2. In Article 3.5, the change has been made to have the additional wording continue from the last existing sentence.
3. Article 6 a) in the LIUNA Schedule has been changed to reflect the same dates and monetary values as the wage category for students.
4. The placement of the industry fund has been moved to follow under the "Contributions to the Benefit Fund".
5. The hourly rate and the total wage package for December 1, 2006 in Category 5 of Labourers' Schedule C-1 has been reduced by one (\$0.01) cent and a note has been added following the benefits break-down in 6. to coincide with the Contributions to Fund in Categories 1 -5 of C-1
6. The additional wording in 13 (b) of the Labourers' schedule has been moved under 13 (a).
7. The comma following "Formbuilder" in category 3 of Labourers Schedule C-2 has been deleted and the written version of the monetary value for "lead hand" was corrected.
8. The name on the signature page (13) for the Operators was changed to "Rick" as per his request.

9. Since there is no increase to any of the categories in Labourers' Schedule C-1, the December 1, 2006 effective date and rates have been deleted.
10. The insertion of "C and C-1 in Article 14.2 has been moved and correctly placed in the second paragraph.
11. The District Council Administration Fund mentioned in the Labourers' Schedule 6 e) has been moved to 6 j) to coincide with the Chart of the break-down of benefits.
12. The name of the Benefit Fund that was inserted in 6 k) has been moved and correctly placed in the sentence.

I trust that the above is in order, but should you have any questions or concerns, please do not hesitate to contact me.

Yours truly,

Luigi Carrozzi  
Business Manager

LC/rg  
Enclosure