

THIS AGREEMENT **made** and entered into this **1st** day of May, **1989**.

B E T W E E N :

ONTARIO CONCRETE & DRAIN CONTRACTORS ASSOCIATION  
**400 Creditstone Road, Unit # 6, Concord Ontario**

hereinafter called the "Employer"

OF THE FIRST PART

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL **183**

hereinafter called the "Union" or "Local **183**",  
as the case **may be**

OF THE SECOND PART

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL **793**

hereinafter referred to as the "Union" or "Local **793**",  
as the case **may be**

OF THE THIRD PART.

WHEREAS the Ontario Concrete and Drain Contractors' Association, acting on behalf **of** its members, and each of the Unions wish **to make a** common collective agreement with respect to certain employees of the members of the said Association engaged in concrete and drain work and all work incidental thereto, and to provide for and ensure uniform interpretation and application in the administration of the collective bargaining agreement;

AND WHEREAS in order to ensure uniform interpretation and application, the Unions wish to negotiate and to administer the said agreement collectively for a period of not less than **(10)** years, which ten year period shall run from May **1, 1983** to April **30, 1993**, and for that purpose have agreed to constitute a Council and to empower it to act as agent for each of the Unions;

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AND WHEREAS the said Association **recognizes** the Unions and agrees to deal with them collectively in negotiating and administering a common collective agreement and agrees not to negotiate separately with either Union on an individual basis;

AND WHEREAS the Association **recognizes** the intention of the Unions to constitute a Council and to empower it to act as agent for each of the Unions.; .. . . .

AND WHEREAS **the Unions recognize** the formation by the companies of the Association and agree to **deal with** the Association as the agent **of** the **companies who** are members thereof in negotiating and administering a common collective agreement and agree not to negotiate with any of the said companies on an individual basis;

AND WHEREAS the Union **recognizes** the Association and agrees to deal with them **collectively** in negotiating and administering a common collective agreement and agrees not to negotiate **separately** with any employer on an individual basis.

NOW THEREFORE it is agreed as follows:

ARTICLE 1 - GENERAL PURPOSE

**1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the Employer and its employees and to provide a means for prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all construction labourers in the employ of the Employer in Concrete and Drain work.

ARTICLE 2 - RECOGNITION

**2.01** (a) The Employer **recognizēs** the Unions as the sole and exclusive bargaining agent for all construction employees of the Employer employed in concrete and drain work while working in and out of Ontario Labour Relations Board geographic area No. **8** and in **Simcoe** County, save and except non-working foremen and persons above the rank of non-working foreman.

(b) "Concrete and Drain Work" shall mean, and this Collective Agreement shall apply to:

- (i) all drainage, sewer and watermain sector work and all work incidental thereto, irrespective of the end use of the project; and,
- (ii) all concrete work lawfully included in this Collective Agreement, inclusive of, but not limited to concrete placement, finishing and **formwork** and all work incidental thereto,

including, where applicable, such work in accordance with Article **10.04** hereof.

(c) Employees hired directly at a job site in **Simcoe** County may be paid three (**\$3.00**) dollars less than the rates contained in Schedule '**B**'. Contributions to Pension, Health and Welfare and training funds will be made on behalf of employees hired under this clause only after such employees have completed thirty (**30**) consecutive days of work. This provision applies only for work performed in the County of **Simcoe**.

2.02 If and when the Employer, or any shareholder(s) holding a major equity of control therein, shall perform or shall cause to be performed any work covered by this Agreement under its own name or under the name of another as a person, corporation, company, partnership, enterprise, associate, combination or joint venture, provided the Employer has a majority position, this Agreement shall be applicable to all such work performed under the name of the Employer or the name of any other person, corporation, company, partnership, enterprise, associate, combination or joint venture.

2.03 The Unions **recognize** the Association as the sole and exclusive **bargaining** agent for all its members listed in Schedule "A" .

2.04 In the event that an Employer who is not a member of the Association, desires to enter into a collective agreement with the Union, the Union agrees that the terms and conditions of the common collective agreement as agreed with the Association will be duplicated.,

#### ARTICLE 3 - UNION SECURITY

3.01 The Employer agrees to hire employees who, as a condition of employment, are members of one of the Unions who are party to this agreement, either Local **183** or Local **793** as follows:

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- (a) Employees within the following classifications shall be members of Local **183**: Labourer, Pipe Layer, Cement Finisher, **Carpenter/Formsetter**, Working Foreman, Drivers of Trucks under **10,000 lbs. G.V.W.** and Drivers of Trucks over **10,000 lbs. G.V.W.**, including Dumpcrete and Stoneslinger; and
  - (b) Employees within the following classifications shall be members of Local **793**:
    - i) Operators of Backhoes and Front-End Loaders (under 1 cu. **yd**), Farm and Industrial Type Tractors with Excavating Attachments, Compaction Equipment and Bulldozers (under **D-4**).
    - ii) Operators of Shovels, Backhoes, **Pitmans**, and Front-End Loaders (**1 cu. yd.** and over), Bulldozers (**D-4** or equivalent and over).

Employees shall be required to maintain membership in the applicable Union while working within the bargaining unit for the duration of this Agreement. Such members shall obtain a referral slip from the applicable Union, party to this agreement, and present it to the Employer before commencing work.

**3.02** Should the Employer be unable to hire employees who are members of one of the Unions who are party to this collective agreement as applicable, then the Employer shall give **24** hours' notice to either Local **183** or Local **793**, as appropriate, to provide at the Employer's shop or job site, the required number of qualified employees in concrete and drain construction.

It is understood that if either Local **183** or Local **793**, as appropriate, are unable to provide the required qualified men within the **24** hours, the Employer is free to hire any person available outside the Union, providing that person or persons obtain a referral slip from the applicable Union and joins the applicable Union, party to this agreement, within 7 working days.

**3.03** If a person works for the Employer without obtaining and presenting the required referral slip, the Employer shall pay to the Union, as liquidated damages, a sum equal to the net wages paid to such employee prior to his obtaining and presenting the required referral slip.

**3.04** As a condition of employment, each employee when working within a position in the bargaining unit will be required to have his regular monthly Union dues checked off. The Employer shall deduct regular monthly Union dues from the first pay issued to the employees each calendar month and remit same to the Union together with the working dues.

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**ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 The Union agrees that it is the function of the Employer:

- (a) to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or **all** operations, to determine the kinds and locations **of** machines, tools and equipment to be used and the schedules **of** production, to judge the qualifications of the employees and to maintain order, **discipline** and efficiency;
- (b) to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, provided that a claim by a person that he has been discharged, laid off, suspended or otherwise disciplined without reasonable cause, shall be subject to the provisions of the Grievance Procedure herein;
- (c) to make, alter from time to **time** and enforce reasonable rules of conduct and procedure to be observed by the employees;

4.02 It is agreed that these functions **shall not** be exercised in a manner which is unreasonable or unfair or in a manner inconsistent with the express provisions of this Agreement.

**ARTICLE 5 - GRIEVANCE PROCEDURE**

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

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

**Step No. 1**

Within ten **(10)** working days after the circumstances giving rise to the grievance occurred or originated (save and except grievances arising out of discharge cases in which case the grievance shall be brought forward within five **(5)** days of the employee being notified of his discharge), the aggrieved employee

with his business representative may present his grievance, which shall be reduced to writing, to the Employer. Should no settlement satisfactory to the employee be reached within five **(5)** full working **days**, and if this grievance is one which **concerns the** interpretation or alleged violation of the Agreement, the grievance may be **submitted** to arbitration as provided in Article 6 below any time within ten **(10)** working days thereafter but not later.

**5.03** Grievances dealing with alleged violations of payment for hours of work, rates of pay, overtime, premiums (shift and compressed air), travelling expenses, room and board allowances, reporting allowances, but not including grievances arising out of classification assignment, may be brought forward at Step No. 1 within three **(3)** months after the circumstances giving rise to the grievance occurred or originated. Grievances dealing with payment of Pension contributions, Welfare contributions, Vacation with Pay, Industry Fund, Training contributions and dues, may be brought forward at Step 1 within forty-five **(45)** days after the circumstances giving rise to the grievance became known or ought reasonably to have become **known** to the Union. It is further understood that the adjustment of any such grievance may be retroactive to the first day of the alleged violation within the three month period.

**5.04** The written grievance shall contain a statement of the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated and may not be subject to change at a later date.

**5.05** In determining the time which is allowed, Sundays and Statutory Holidays shall be excluded; however, any time limit may be extended by agreement in writing.

**5.06** If advantage of the provisions **of** this Article and Article 6 is not taken within the time limits specified, or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be **re-opened**.

ARTICLE 6 - ARBITRATION

**6.01** The parties to this Agreement agree that any grievance concerning the interpretation of alleged violations of this Agreement which has been properly carried through all the steps of the Grievance Procedure outlined in Article 5 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

**6.02** The Board of Arbitration will be composed of one **(1)** person appointed by the Employer, *one* person appointed by the Union and a third person to act as Chairman, chosen by the other two members of the Board.

**6.03** Within five **(5)** working days of the request of either party for a Board of Arbitration, each party shall notify the other of the name of its appointee.

**6.04** Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third member as Chairman within five **(5)** days of the notification mentioned in **6.03** above, the Office **of** Arbitration will be asked to appoint a Chairman.

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



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

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

ARTICLE 7 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES

7.01 It is understood that any Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance of an employee. Such grievance shall be processed in the same manner thus arising under Article 5 - Grievance Procedure.

7.02 A Union policy grievance, which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit, in regard to which a number of employees have signified an intention to grieve or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in writing in the same manner and within the same time limits as in the case of an employee grievance. Such grievance shall be processed at Step **No.** 1 of the Grievance Procedure as set out in Article 5 hereof. If it is not settled, it may go to a Board of Arbitration in the same manner as a grievance of an employee.

ARTICLE 8 - STATUTORY HOLIDAYS, VACATION ALLOWANCE, HOURS OF WORK, WAGE RATES. ETC.

8.01 Attached hereto as Schedule "B" to this Agreement, is a schedule covering Statutory Holidays, Vacation Allowances, Hours of Work, Wage Rates and other conditions of employment, which is hereby made a part of this Agreement.

**8.02** Both parties agree to-adhere to the wage rates contained in the Collective Agreement for persons **classified** as Labourers, Pipelayers, Cement Finishers, **Carpenters/Formsetters**, Combination Skilled Workers and Truck Drivers.

In the event that an Employer finds-it necessary to increase a rate or rates for an individual and/or a classification over and above those provided in the Collective Agreement during the term of this Agreement, the Employer will notify the Association and the Unions of such intention. The respective Representatives of both parties shall-meet with such Employer or Employers and resolve the issue of wages. Any such agreement will be reduced to writing.

If an Employer implements such increases prior **to any** agreement with the Union, the Employer shall pay to the Union, as liquidated damages, a sum equal to such increases paid prior to any agreement with the Union.

The provisions of this Article **8.02** will be effective for one **(1)** year from **May 1, 1989**, and it shall be automatically renewed unless the Association provides notice in writing within thirty days **(30)** before **May 1, 1990** of its desire to discontinue this provision.

ARTICLE 9 - UNION REPRESENTATION

**9.01** The Representative of the Union will have access to assembly points or jobs where members of the Union are employed, but in no case shall such visits interfere with the progress of the work or with the departure time of employees. When visiting the job such representative will 'first advise the job supervisor or his designated representative. Where clearance is required from the owner, it is the responsibility of the Union to obtain such clearance. The Union will give assistance as is required of it by the Employer to secure competent and qualified employees.

**9.02** The Employer agrees to **recognize** such reasonable number of Stewards as **may** be appointed from time to time, but shall not be obliged to **recognize** such Steward until the job **superintendent, or** the foreman of the job if there is no job superintendent, has been informed by the Business Representative of the appointment; such appointment shall be confirmed by the Union in writing to the Employer within seven **(7)** working days thereafter. The Steward shall be one of the last two men to be retained by the Company, provided he is capable **of** performing the remaining work. Working Foremen shall be excluded from this count.

**9.03** The Steward will not be excluded from overtime work on his crew, provided he is capable of doing the work required.

**ARTICLE 10 - PRODUCTIVITY**

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

**10.02** During the lifetime of this Agreement, the Union agrees that there will be no illegal strike, slowdown, or picketing, and the Employer agrees that it will not cause a lockout.

**10.03** The Union shall not involve the Employer in any dispute which **may** arise between the Union and any other company and the employees of such other company. The Union further agrees that it will not condone a work stoppage or observe any picket line placed on a **job** site for jurisdictional purposes.

**10.04** If the Employer performs work covered by the Union's other collective agreements, as set out below, the work shall be performed under this Agreement according to the **terms** and conditions of the Union's applicable agreement:

(a) "The Roads Agreement" being a collective agreement between the Metropolitan Toronto Road Builders' Association and A Council of Trade Unions acting as the representative and agent of Teamsters Local **230** and Local **183** and the International Union of Operating Engineers;

(b) "The Sewer and Watermain Agreement\* being a collective agreement between the Metropolitan Toronto Sewer & Watermain Contractors' Association and A Council of Trade Unions acting a's the representative and agent of Teamsters Local **230** and Local **183** and the International Union of Operating Engineers;

(c) "The Heavy Engineering Agreement" being a collective agreement between the Heavy Construction Association of Toronto and Local **183**;

(d) "The Forming Agreement" being a collective agreement between the Ontario Formwork Association and the Formwork Council of Ontario;

(e) "The Apartment Builders Agreement" being a collective agreement between the Metropolitan Toronto Apartment Builders' Association and Local **183**;

(f) "The Utilities Agreement" being a collective agreement between the Utility Contractors' Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions and the International Union of Operating Engineers;

(g) "The House Basements Agreement" being a collective agreement between the Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and Local **183**; and

(h) "The House Builders Agreement" being a **collective** agreement between the Toronto Housing Labour Bureau and Local **183**.

(i) "The Residential Housing Carpentry Agreement" being a collective agreement between The Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and Labourers' International Union of North America, Local **183** and limited to house framing only.

ARTICLE 11 - SAFETY, SANITATION AND SHELTER

**11.01** The Employer shall supply safety helmets to the employees at no cost to the employee. If any employee at the termination of employment does not return said helmet, he shall be charged at cost which can be deducted **from** his last pay cheque. If the helmet is returned and has been made unwearable through wilful neglect and abuse, the employee shall be charged for the full replacement value.

**11.02** It is further agreed that drinking water and individual cups will be **provided** for employees on all jobs to be used during their breaks and at other times at the Employer's discretion.

**11.03** No employee will be discharged by his Employer because he fails to **work in unsafe** conditions, as set out in Government Safety Regulations. <sup>64</sup> ~~As~~ refusal by an employee to abide by **such** regulations after being duly warned, will be sufficient cause for dismissal.

**11.04** When employees are required to perform their duties in wet weather, the Employer agrees to supply suitable protective clothing, including rubber boots and gloves which will be returned to the foreman when the assigned duties are completed. It is

understood that this provision **does** not apply to employees who are required to wear rubber boots in the normal course of their duties. In the event that an employee does not return the protective equipment supplied by the Employer, the employee may be charged for same at cost. These charges may be deducted from his next pay, provided that the employee has been notified in writing by his Employer.

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

**11.06** An employee who is injured during working hours in a **compensable accident** as defined by the Workmen's Compensation Board and is required to leave for treatment or is sent home because of such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

**11.07** The trucks to be used to transport employees will be covered and tools **will be** secured in tool boxes. No materials will be carried in the trucks in a manner endangering the safety of the employees being transported. Such trucks will be equipped with approved first aid kits.

**11.08** The Employer agrees to provide the following safety equipment free of cost to the employees: safety belts, steel toed and **insoled** rubber boots (it is understood that this provision does not apply to employees who are required to wear rubber boots in the normal course of duties), goggles, masks and reinforced gloves where necessary.

**11.09** Hand tools normally required by Labourers, Pipelayers and Cement Finishers, except tape measures will be provided by the Employer. Employers who now provide tape measures will continue this practice. Employees will return such tools at the end **of** the job or for the replacement of worn or broken tools. Employees will be charged for tools not returned as above.

ARTICLE 12 - COFFEE AND LUNCH BREAKS

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

**12.02** Employees shall be allowed a one-half hour unpaid lunch break between **11:30** a.m. and **1:00** p.m. save and except an employee who is performing cement **finishing work**. It is understood that no employee shall be required to work more than five consecutive hours without a lunch break.

ARTICLE 13 - GOVERNMENT LEGISLATION

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

ARTICLE 14 - WELFARE & PENSION PLAN FOR MEMBERS OF LOCAL 183

**14.01** The Employer shall pay on behalf of each of 'his employees who is a member of Local **183** into the Local **183** Members' Benefit Fund on the following basis:

- 10-17* (a) Effective May **1, 1989** **\$1.25** (one dollar and **twenty-five** cents) per hour for each hour worked by each employee.
- 10-17* (b) Effective May **1, 1990**, the Employer shall pay **\$1.30** (one dollar and thirty cents) per hour for each hour worked by each employee.

**14.02** The Employer shall pay on behalf of each of his employees, into the Labourers' Pension Fund of Central and Eastern Canada, on the following basis:

- 11-1* (a) Effective **May 1, 1989** eighty (**80¢**) per hour for each hour worked by each employee,
- 11-1* (b) Effective May **1, 1990**, the Employer shall pay ninety (**90¢**) cents per hour for each hour worked by each employee.
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**14.03** The Employer and Local **183** acknowledge that they are familiar with the contents of the agreements and declarations of trust establishing the said Local **183** Members' Benefit Fund and the Labourers' Pension Fund of Central and Eastern Canada, and they agree to be bound by the terms and conditions of the said - agreements and declarations as if original parties thereto and as **if** the same formed part of this Collective Agreement. In the event any of the terms and conditions of the said agreements and **declarations are in** any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto and as if the same **formed** part of this Collective Agreement. The parties hereto agree to execute any and 'all documentation that may be necessary to facilitate the appointment of one **(1)** trustee on behalf of the Association to the said Local **183** Members Benefit Fund.

**14.04** The Employer agrees to remit welfare contributions, vacation pay, Union dues, and industry fund on one monthly cheque, to the **L.I.U.N.A.** Local **183** Trust Administration (Clearing): the sole purpose of which shall be to collect and disburse all contributions and remittances on behalf **of L.I.U.N.A.** Welfare Fund, **L.I.U.N.A.** Vacation with Pay Fund, **L.I.U.N.A.** Local **183** and the Employers' Industry Fund.

Pension contributions shall be sent to the Labourers' Pension Fund of Central **and Eastern** Canada.

All of the above remittances shall be sent no later than the **15th** (fifteenth) day following the end of the month for which the payment is to be made.



ARTICLE 15 - WELFARE AND PENSION FOR MEMBERS OF LOCAL 793

15.01 The Employer shall pay on behalf of each of his employees who is a member of Local 793 into the Local 793 Welfare Benefit Plan on the following basis:

- (a) Effective May 1, 1989 - seventy-five cents (75¢) per hour for each hour worked by each employee.
- (b) Effective May 1, 1990 - eighty cents (80¢) per hour for each hour worked by each employee.

15.02 The Employer shall pay on behalf of each of his employees who is a member of Local 793 into the Local 793 Pension Fund on the following basis:

- (a) Effective May 1, 1989 the Employer shall pay \$1.30 (one dollar and thirty cents) per hour for each hour worked by each employee.

15.03 The welfare and pension remittances shall be sent no later than the 15th (fifteenth) day of the month following the month for which the remittance is made.

ARTICLE 16 - SECURITY FOR PAYMENT OF WAGES

16.01 The Union agrees that a Company who elects not to participate in the Collective Agreement between the Association and the Union, will be required to sign a Collective Agreement similar in substance to the Association Agreement.

In the event that there is a default in the payment of wages or where payments to trust funds are over three months in arrears, such delinquent Company will be required to post a cash bond of \$25,000.00 which will be jointly administered by the Association and the Union. Such cash bond will be for the purpose of paying any arrears in wages or Trust Fund contributions and such company will maintain such cash bona replenished up to the \$25,000.00 level at all times.

A Company that posted a cash bond as above will have such money returned, with interest, upon completion of six months arrears **free operation.**

**16.02** Upon an Employer failing to pay to the Union or to or on behalf of any of the employees covered by this Agreement, any wages, vacation pay, Union dues, travelling expenses, contributions to Welfare Fund, Training Fund and Pension Fund or any other payments of financial benefits payable to the **Union** or to or on behalf of the said employees, the following procedure is to be followed:

(a) The Union shall advise the Employer in writing of such alleged failure of payment and the Union and the Employer shall forthwith attempt to resolve such dispute. If they are able to agree on the amount due, then the Employer shall make payment of the agreed amount by no later than twenty-four **(24)** hours after such agreement is reached;

(b) In the event the Employer and the Union are unable to agree on the amount owing to the Union **and/or** to or on behalf of the employees entitled to the same as aforesaid, or **in** the event of an agreement of the amount due but the **Employer** fails to **pay** the said sum as aforesaid, then the Union **shall** be entitled to **pay** out of the said funds to itself and/or to or on behalf of the employees entitled to the same (including payment of any sums to any Welfare, Vacation Pay, Pension or Training Fund or any other employee benefit fund) such amounts as may be necessary for this purpose; provided that the Union or any of the said employees or the Trustees of any employee benefit fund herein, first obtains an award, order, judgment or decision entitling any of them to payment of any particular sums;

(c) Upon the Employer being notified in **writing** of the amount of any such payments-out of the fund by **the** Union as aforesaid, **the Employer** shall replenish the fund by payment of an amount equal to the amount so paid **out, within a** period of five **(5)** working days from receipt **of** such written notification. If the Employer does not replenish the fund as aforesaid then the provisions **of** Article **16** as well as Articles **5, 6** and **7** of this Collective Agreement shall apply;

(d) In the event of the bankruptcy or insolvency of the Employer, the said funds held by the Union shall be deemed to have been held in trust on account of the payment of wages, vacation pay, working dues, travelling expenses, contributions to Welfare Fund, Training Fund and Pension Fund or any other payments or financial benefits payable to the Union or **to or** on behalf of the employees the financial benefits referred to in Articles **14** and **15** herein, paid in advance for employees of the Employer, who, at the date of the insolvency or bankruptcy, have performed work or services for the Employer for which the employees and/or the Union, as the case may be, have not been paid any of the said financial benefits and the Union shall be entitled to pay out of the said funds to itself and/or to or on behalf of the employees of the bankrupt or insolvent Employer, (including payment **of** any sums of Welfare, Vacation Pay, Pension or any other employee benefit fund), such amounts as may be due to any of them.

**16.03** The Union shall deposit the said funds which have been paid to it by the Employer, in a separate interest bearing account with a chartered bank, trust company or credit union and the interest thereon shall be added to and form part of the said fund, which is to be available to the Union, the said employees or any employee benefit funds as provided in this Agreement in the event of any default by the Employer. In the event there is no default by the Employer under the terms of this Agreement, then the funds and **interest thereon** shall be forthwith returned.

**16.04** Notwithstanding Article **16.02**, if the Employer is requested to deposit any **of** the funds under the **terms** of this Article, interest thereon shall accrue to the benefit of the Employer and the principal sum and the interest thereon shall be immediately returned to the Employer as soon as the particular project for which the security was requested has been completed, unless such principal and interest are necessary to fulfil the Employer's obligation as contemplated by this Article.

**ARTICLE 17 - LOCAL 183 MEMBERS' TRAINING FUND**

**17.01** The Employer and Local **183** agree to **recognize** and be bound to Local **183** Members' Training Fund Trust as if original parties thereto, and as if the **same** formed part of this Collective Agreement. In the event any of the terms and conditions of the said Agreement and declaration are in any way altered, added to or amended, then the Employer and Local **183** shall be bound by the **same** as if original parties thereto and as if the same formed part of this Collective Agreement.

17.02 The Employer shall contribute ten (10) cents per hour for each hour worked by each employee who is a member of Local 183 to the Local 183 Members' Training Fund. Effective May 1, 1990 twelve (12) cents per hour.

17.03 The above contributions are to be remitted by the 15th (fifteenth) day of the month following the month for which the payments are due.

ARTICLE 18 - LOCAL 793 TRAINING FUND

18.01 The Employer shall contribute five (5) cents per hour for each hour worked by each employee who is a member of Local 793 to the International Union of Operating Engineers, Local 793 Training Fund.

18.02 The above contributions are to be remitted by the 15th (fifteenth) day of the month following the month for which the payments are due.

ARTICLE 19 - INDUSTRY FUND

19.01 Each Employer bound by this Agreement or a like agreement adopting in substance but not necessarily in form the terms and conditions herein, shall contribute eight (8) cents per hour earned by each employee covered by this Agreement or such like agreement, and remit such contributions with the Welfare and Training Fund remittances payable to "Local 183 Trust Administration" on or before the 15th (fifteenth) day of the month following the month for which the contributions were due. Such amounts on receipt, together with a copy of the computer print-out indicating the total number of hours paid by each Employer, shall be forwarded once per month to the Association by the Administrator of the "Local 183 Trust Administration" as each Employer's contribution to the costs of negotiating and administering this Agreement.

**ARTICLE 20 - RE-INSTATEMENT UPON RETURN FROM ILLNESS RESULTING FROM INDUSTRIAL ACCIDENT**

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**20.01** An **employee** returning from absence resulting from an accident encountered during his employment with the Employer shall return to the job he held prior to such absence or if such job is not available, be **re-employed** at work generally similar to this which he last performed, if such work is available, he is medically able to perform the same and he applies at the rate of pay prevailing for such job at the time of his return.

**20.02** This Article does not apply if the injury is attributable to the wilful misconduct of the employee.

**ARTICLE 21 - AMENDMENT OR EXEMPTION**

**21.01** Where the application of certain articles or sections of this agreement work a hardship on the Employer, the parties may reach a memorandum of amendment or exemption, in writing, to amend or exempt certain clauses or provisions of this Agreement.

A memorandum of exemption or amendment will apply equally to all member Employers and member Unions for the area involved and during the term of such exemption or amendment.

**ARTICLE 22 - UPGRADING OF EMPLOYEES**

**22.01** Upon giving the Union seven days' notice from the commencement of upgrading, the parties agree that an Employer may upgrade an employee from his original classification and that the Union recognises a training **period** of up to three months. During the training period, it is agreed that the employee will receive the hourly rate based on his previous classification.



ARTICLE 23 - DELINQUENCIES

23.01 In the event that Welfare, Pension, Vacation with Pay, Training and Industry Fund payments are received by the Union after the **15th** of the month following the date due, the Employer shall pay, as liquidated damages to the Union, at the rate of **2%** per month (**24%** per annum) or fraction thereof, on the outstanding overdue amount. Such late payments received from Employers shall be applied firstly to arrears of contributions already owing starting with amounts owing from the earliest month forward.

ARTICLE 24 - DURATION

24.01 This Agreement shall become effective on the 1st day of, May, 1989, and shall remain in effect until the 30th day of April, 1991, and shall continue in force **from year** to year thereafter, unless either party shall furnish the other with notice of termination of or proposed revision of this Agreement not more than one hundred and twenty days and not less than thirty days before the **30th** day of April, **1991**, or in a like period in any year thereafter.

IN WITNESS WHEREOF the Party of the First Part and the Party of the Second Part and the Party of the Third Part have caused their proper officers to affix their signatures below; this 12<sup>th</sup> day of June, 1989.

ON BEHALF OF THE ASSOCIATION

J. Fogliato  
D. D'Amico  
J. Martellano

ON BEHALF OF LABOURERS  
INTERNATIONAL UNION OF  
NORTH AMERICAN LOCAL 183

John Kelly  
Henry Pereira  
James Han  
W. Han  
Carl

ON BEHALF OF INTERNATIONAL  
UNION OF OPERATING ENGINEERS  
LOCAL 793

J. J. Kennedy  
H. McLeod  
Richard Kennedy

schedule "A"

**Acu Contracting** ✓  
**Belmar Construction Limited** ✓  
**Belvedere Drain & Concrete** ✓  
**Brentview Construction (Ontario) Limited** ✓  
**Choiceland Contracting Ltd.** ✓  
**Columbia Drain & Concrete Contractors Ltd.** ✓  
**Concord Concrete & Drain Inc.** ✓  
**Delzap Construction Ltd.** ✓  
**Demi Concrete & Drains Ltd.** ✓  
**DeNovellis & Valente Concrete & Drain Contractors,** ✓  
**D.I. Construction Co. Inc.** ✓  
**Dolente Concrete & Drain** ✓  
**Dominic DiCarlo Ltd.** ✓  
**Donald Construction Limited** ✓  
**Dranco Construction Limited** ✓  
**Faran Construction Ltd.** ✓  
**Franore Drain & Concrete Limited** ✓  
**Jentry Construction Limited/-** ✓  
**Plastina Investments Limited** ✓  
**Polvian Construction Limited** ✓  
**Pro-Drain Construction Ltd.** ✓  
**Rinlor Construction Limited** ✓  
**Starcon Concrete & Drain Inc.** ✓  
**Tempo Concrete & Drains (1986) Limited** ✓  
**Tony DiMonte Drainage Contractor Limited** ✓  
**Tony Reda Drain and Concrete Contractor Ltd.** ✓  
**Toronto Concrete & Drain Limited** ✓  
**Vex Concrete Inc.** ✓  
**Westcon Construction Ltd.** ✓  
**Zicardo Construction Ltd.** ✓



**SCHEDULE "B"**

**1. HOURS OF WORK AND OVERTIME**

(a) Hours of work shall be in accordance with the Employment Standards Act 1974, of the Province of Ontario, and shall not exceed 44 (forty-four) hours per week, Monday to Friday inclusive.

*3/4*  
*4/100*  
(b) Overtime at the rate of time and ~~one-half~~ the employee's current hourly rate shall be paid to all employees for all work performed after ten (10) hours per day Monday to Friday inclusive, and for all work performed in excess of 44 (forty-four)- hours per week Monday to Friday inclusive and for all work performed on Saturday.

*3/2*  
*3/0*  
(c) Overtime at the rate of double the employee's current hourly rate shall be paid to all employees for all work performed on Sundays and holidays.

(d) There shall be no pyramiding of overtime.

**2. STATUTORY HOLIDAYS**

The following shall be recognized by the Employer as Statutory Holidays:

- |                |            |                  |
|----------------|------------|------------------|
| New Year's Day | <i>1/3</i> | Labour Day       |
| Good Friday    | <i>5/1</i> | Thanksgiving Day |
| Victoria Day   |            | Christmas Day    |
| Dominion Day   |            | Boxing Day       |
| Civic Holiday  |            |                  |

and any other holidays as may be proclaimed by the federal or provincial governments.

SCHEDULE "B" - continued

3. VACATION PAY FOR MEMBERS OF LOCAL 183

(a) The Employer and Local **183** agree to be bound by the **terms** and conditions of the Labourers' Local **183** Members Holiday and Vacation with Pay Trust, as if original-parties thereto and **agree to** be bound by any additions, alterations or amendments of the said Trust, as if original parties thereto and as if the same formed part of this Collective Agreement. The parties hereto agree to execute any and all necessary **documentation** that may be necessary to facilitate the appointment of one **(1) trustee** on behalf of the Association to the said Vacation with Pay Fund.

5/20  
1

(b) Vacation with Pay at the rate of ten per cent **(10%)** of gross earnings shall be paid to the Vacation with Pay Trust Fund on behalf of employees covered by this Collective Agreement who are members of Local **183**.

(c) The parties to this Agreement agree that all interest earned on the aforesaid Holiday and Vacation with Pay Trust shall be paid to the Association not less than thirty **(30)** days after the Holiday and Vacation with Pay Fund has been disbursed to Local **183** members. The Employer and Local **183** agree to execute any and all documents that may **be** necessary to facilitate this payment by the trustees.

4. VACATION PAY FOR MEMBERS OF LOCAL 793

(a) Vacation Pay for employees covered by this Collective Agreement who are members of Local **793** shall be paid to the employees at the rate of ten per cent **(10%)** of gross wages on March **1**, June **1**, September 1 and December 1 of each year.

**SCHEDULE "B" - continued**

(b) Half of the ten per cent (10%) Vacation Pay is in lieu of payment for Statutory Holidays.

**5. WAGES AND CLASSIFICATIONS**

**(a) Local 183 Classifications and Wages:**

	<u>May 1/89</u>	<u>May 1/90</u>
(i) Labourer	\$18.00	\$19.00
(ii) Pipe Layer.	19.00	20.00
(iii) Cement Finisher	19.50	20.50
(iv) Carpenter, Form-setter (see Note 1 below)	19.50	20.50
(v) Combination Skilled Worker (see Note 2 below)	20.00	21.00
(vi) Working Foreman.	22.00	23.00
(vii) Drivers of Trucks under 10,000 lbs. G.V.W.	18.00	19.00
(viii) Drivers of Trucks over 10,000 lbs. G.V.W.	18.75	19.75

**Note 1**

It is expressly understood that the **Carpenter/Formsetter** rate will apply only to those employees able to set grades for concrete, lay drains, finish concrete and actually cutting and installing **formwork** for stairways, landings, balconies, verandas and fireplaces. (Not applicable to setting door or window sills, garage floor bulkheads, sidewalk or deck forms.)

SCHEDULE "B" - continued

Note

The category of Combination Skilled Worker applies to an Employee who is skilled in and actually performs pipelaying, cement finishing and carpenter, formsetter work.

Note

Transportation of Employees: Employees, excluding Working Foremen, who are requested to pick up other employees at assembly points and transport them to the job and from the job back to the assembly points, shall be paid the equivalent of one hour per day straight time, which time shall not be included in calculating said employees' hours worked per week.

(b) Local 793 Classifications and Wages:

	<u>May 1/89</u>	<u>May 1/90</u>
(i) Operators of: Backhoes and <b>Frontend</b> Loaders (under 1 cu. <b>yd.</b> ), Farm and Industrial Type Tractors with Excavating Attachments, Compaction Equipment and Bulldozers (under <b>D-4</b> )	<b>\$18.73</b>	<b>\$20.05</b>
(ii) Operators of: Shovels Backhoes, <b>Pitmans</b> , <b>Front-End</b> Loaders. ( <b>1</b> cu. <b>yd.</b> and over), Bulldozers ( <b>D-4</b> or equivalent and over)	<b>\$19.73</b>	<b>\$21.05</b>

6. WORKING DUES FOR MEMBERS OF LOCAL 183

Effective May 1, 1989, the Employer agrees to deduct from the employees' wages working dues in the amount of thirty (~~30¢~~) cents per hour for each hour worked by the said employees and to remit the said working dues not later than the fifteenth day of the month following the month for which the deduction is made, in the following manner:

a) Twenty-five (~~25¢~~) cents per hour for each hour worked shall be remitted to the Secretary-Treasurer of **Labourers'** International Union of North America, Local **183** and the Employer shall use the Welfare Contribution Form for the said remittance of the said twenty-five (~~25¢~~) cents per hour and shall note thereon the employees' names, social insurance numbers, and number of hours worked; and

**SCHEDULE "B" - continued**

b) Five (5¢) cents per hour for each hour worked shall be remitted to the Secretary-Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council. District Council working dues' deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, **social** insurance numbers and number **of** hours worked for those on whose behalf such deductions were made, on **one** Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with **Pension** Fund of Central and Eastern Canada.

7. **WORKING DUES FOR MEMBERS OF LOCAL 793**

Working dues of one and one-half per cent (**1 1/2%**) of the gross wages of employees who are members of Local **793** shall be deducted and shall be remitted to Local **793** not later than the **15th** (fifteenth) day of the month following the month for which the dues were deducted.

a. **MAINTENANCE OF EXISTING RATES**

It is agreed that at the commencement of this agreement no employee covered by this Agreement shall receive a reduction in his rate of wages through the introduction of this Schedule. This Article will not be applied in such a way that an Employer will be put in violation of Article **8.02** as a result thereof.

9. **PAYMENT OF WAGES**

(a) The Employer's current practice of paying weekly or bi-weekly shall remain in effect until January **1, 1990**. It is agreed and understood that effective January **1, 1990**, all employees shall be paid on a weekly basis. However, all employees shall receive their cheques no later than Thursday in any given week.

The employee's pay slips shall outline his hourly rate, all hours worked, overtime-hours, vacation with pay, deductions for income tax, unemployment insurance, pension, **O.H.I.P.**, etc. where-applicable.

(b) Whenever Unemployment Insurance Books, Ontario Hospital Services Commission Form **104**, Ontario Health Services Insurance Plan Form **104-M**, Vacation with Pay credits, and pay cheques are not given to employees at the time of termination, they shall be sent by the Employer concerned to the employee by registered mail to his last known address within three **(3)** days of the time of termination.

10. CONTRACTING/SUBCONTRACTING

In the event that an Employer bound by this Agreement contractors and/or subcontracts work falling within the scope of this Collective Agreement, then the Employer shall contract **and/or** subcontract such work only to Employers who are in contractual relations with the Union.

11. REPORTING PAY

An employee shall be paid Reporting Pay of one hour when he reports for work at the normal starting time and no work is available for reasons other than inclement weather, unless he has been notified not to report.

12. TRAVEL TIME AND OUT OF TOWN ALLOWANCE

12.1 Members of the Union required to travel from Zone 1 to a job site in another zone **will** receive a per diem payment as outlined below, to each zone that he travels to. The Employer will supply **adequate** transportation to employees who are required to travel.

(i) Zone 1 shall be known as a free zone and extends on the west to Trafalgar Road, **Oakville**, on the north to the **Aurora** side road, and on the east to **Harwood** Avenue, Ajax.

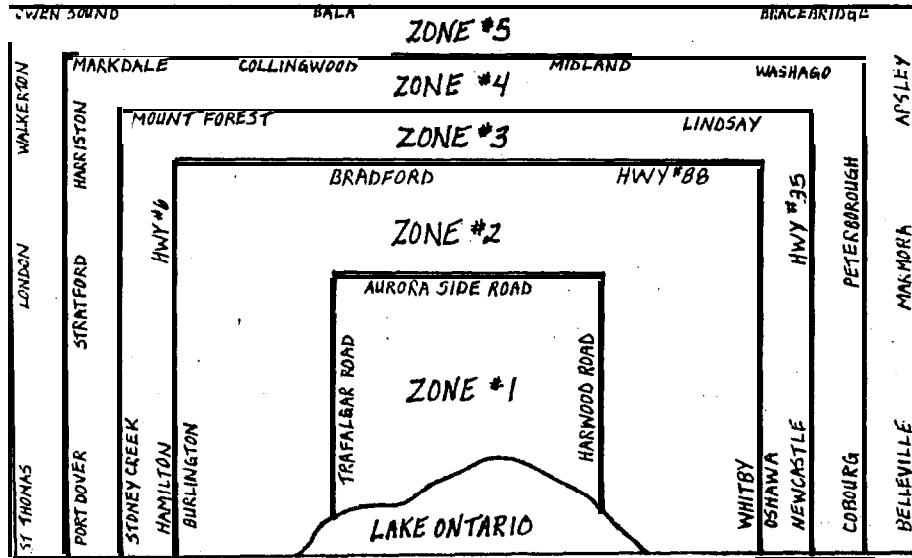
(ii) Zone 2 per diem allowance shall be ten **(\$10.00)** dollars per day. This area shall be bounded on the west by Highway **#6**, including the town of **Burlington**, on the north to Highway **#88**, including the town of Bradford, and on the east shall be bounded by the eastern extremities of the town of **Whitby**.

(iii) Zone 3 per diem allowance shall be fourteen **(\$14.00)** dollars per day, and the area shall be bounded on a straight line from **Stoney** Creek to Mount Forest, on the north from Mount Forest to Lindsay, and on the east to Highway **#35**.

(iv) Zone 4 per diem allowance shall be twenty **(\$20.00)** dollars per day, and on the west shall be bounded on a straight line from Lake Ontario, Port Dover, Stratford, Harriston to Markdale. On the north a straight line from Markdale, **Washago**, and on the east shall be bounded from **Washago** on a **straight** line down to Lake Ontario taking in Peterborough and **Cobourg**.

(v) Zone 5 per diem allowance shall be thirty-two **(\$32.00)** dollars per day, and shall be bounded on the west by St. Thomas, London, Walkerton, Owen Sound, on the north from Owen Sound through Bala to Bracebridge, and on the east from **Bracebridge** south through **Apsley, Marmora** to **Belleville**.

12.2 The map below shall outline as closely as possible the travel zones listed in 12.1, and shall be considered as part of this Collective Agreement.





**12.3** It is understood that if an Employer requires an employee to be out of town overnight, the Employer will provide at his own expense adequate room and board *for* the employee, or will pay to the employee a daily allowance ~~of~~ fifty ~~(\$50.00)~~ dollars per day to a maximum ~~of~~ two hundred and fifty ~~(\$250.00)~~ dollars per week.

**12.4** An Employee required to work out of town by his Employer in the circumstances contemplated above, the Employer will maintain the rates of wages and overtime rates and all fringe benefits provided for in this agreement, including but not limited to Health and Welfare, Pension, Vacation and statutory Holiday pay, training and Union dues.,

LETTER OF UNDERSTANDING

Between:

ONTARIO CONCRETE & DRAIN CONTRACTORS ASSOCIATION

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,

LOCAL 183

- and -

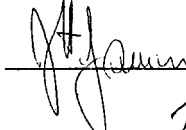
INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL 793

It is agreed and understood that the Union will not, during bargaining leading to the next two (2) successive collective-agreements following the within collective agreement, request changes to the Union Security clause - Article 3. That is, this clause will remain as is for the next two collective agreements following the within collective agreement.

Dated at Toronto this 12<sup>th</sup> day of June, 1989.

FOR THE UNION:

  
\_\_\_\_\_  
Richard Kennedy