

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of May , 2004.

B E T W E E N :

**ONTARIO CONCRETE & DRAIN CONTRACTORS= ASSOCIATION**

hereinafter called the "Employer"

OF THE FIRST PART

- and -

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

hereinafter referred to as 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/or otherwise covered by this collective agreement 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 wish to negotiate and to administer the said agreement collectively for a period of not less than ten (10) years, which ten year period shall run from May 1<sup>st</sup>, 1983 to April 30<sup>th</sup>, 1993, and for the purpose have agreed to constitute a Council and to empower it to act as agent for each of the Unions;

**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:

**1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the Employers and their 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 employees in the employ of the Employer covered by this collective agreement.

**ARTICLE 1 – GENERAL PURPOSE**

**1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the Employers and their 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 employees in the employ of the Employer covered by this collective agreement.

**ARTICLE 2 - RECOGNITION**

2.01 (a) The Employer recognizes 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 Numbers 8, 9, 10 and 18, save and except non working foremen and persons above the rank of non-working foreman.

(b) ~~A~~Concrete and Drain Work~~@~~ shall mean, and the specific terms and conditions set out in 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 12.04 hereof.

(c) Employees hired directly at a job site in Simcoe County may be paid three dollars (\$3.00) 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 ~~AA~~.

**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:

- (a) Employees within the following classifications shall be members of Local 183: Labourer, Pipe Layer, Cement Finisher, Carpenter/Formsetter, Combination Skilled Worker, Working Foreman, Drivers of Trucks under 10,000 lbs. G.V.W. and Drivers of Trucks of 10,000 lbs. G.V.W. and over, 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 cubic yard), 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 cubic yard 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 jobsite, 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 UNION DUES AND WORKING DUES**

Each employee shall, when working in a position within the bargaining unit described in Article 1 above, be required as condition of employment to have his regular monthly union dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than the 15<sup>th</sup> day of the same month to the Secretary-Treasurer of the Union.

The Employer shall, when remitting such dues, name the employees and their social insurance numbers from whose pay such deductions have been made.

**3.05 LAY-OFF PROCEDURE OF LOCAL 793**

In the event of lay-off the following procedure shall prevail:

- (a) First laid-off shall be non-members and/or applicants for membership and/or students on permit from the Union;
- (b) Second laid-off shall be members of other Operating Engineers locals working on permit from the Union;
- (c) Last laid-off shall be members of the Local .

**ARTICLE 4 - BREACH OF COLLECTIVE AGREEMENT BY EMPLOYER**

In the event that the Employer repeatedly fails or refuses to pay any wages to or employee benefit contributions on behalf of any of his employees in the amount(s) and within the time(s) required by this Collective Agreement, the employees may refuse to work and shall have the right to picket at any of the projects where the Employer is engaged and the Employer agrees that such refusal to work or such picketing shall not constitute an unlawful strike or unlawful picketing, as the case may be, within the provisions of the *Ontario Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct.

**ARTICLE 5 - MANAGEMENT RIGHTS**

**5.01** 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;

**5.02** 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 6 - GRIEVANCE PROCEDURE**

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

**6.02** Grievance 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 above any time within ten (10) working days thereafter but not later.

**6.03** Grievances dealing with alleged violations of payment for hours of work, rates of pay, overtime, premiums (shift and compressed air), traveling 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.

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

**6.05** 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.

**6.06** If advantage of the provisions of this Article and Article 7 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 7 - ARBITRATION**

**7.01** 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.

**7.02** 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.

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

**7.04** Should the person chosen by the Employer to act on the Board and person chosen by the Union fail to agree on a third member as Chairman within five (5) days of the notification mentioned in 7.03 above, the Office of Arbitration will be asked to appoint a Chairman.

**7.05** The decision 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.

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

**7.07** 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.

**7.08** Any arbitrator or board of arbitration, with the jurisdiction to interpret, apply or enforce this collective agreement, whether such jurisdiction is derived from the collective agreement and /or the *Ontario Labour Relations Act*, shall consider all relevant evidence and with respect to such evidence is not, and shall not, be restricted by any limitation concerning the introduction of evidence which may apply to applications under sections of the *Ontario Labour Relations Act*.

**7.09** In addition to the above noted procedures, a grievance arising out of any provision of this Collective Agreement may be referred to the expedited arbitration procedures established by the Local 183 Expedited Enforcement System, attached hereto as Appendix A.C@. It is further agreed that the terms and provisions of the Local 183 Expedited Enforcement System form part of this Collective Agreement and the terms and conditions of the Local 183 Expedited Enforcement System, along with any other part of this Collective Agreement, may be interpreted and applied by an arbitrator or board of arbitration with jurisdiction arising out of this Collective Agreement, the Local 183 Expedited Enforcement System, or the *Ontario Labour Relations Act*.

**7.10** Notwithstanding Article 7.09 above, a discipline and/or discharge grievance may only be referred to arbitration under the Local 183 Expedited Enforcement System if the Employer so agrees in writing.

#### **ARTICLE 8 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES**

**8.01** 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 6 - Grievance Procedure.

**8.02** 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 his 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 6 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 9 - THE RIGHT TO HONOUR LAWFUL PICKET LINES**

**9.01** The Employers agrees that any employee may individually decide to refuse to cross a picket line which has been placed on any project where the employee is or has been assigned work. The Employers agrees that such individual decisions made by the employees concerned shall not constitute

an unlawful strike under the provision of the Ontario Labour Relations Act or this collective agreement and the Employers agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. In the event that employees do individually decide to refuse to cross a picket line, then they will be assigned to such other work on

such other projects as is available or be deemed to be on temporary lay off until either the picket line is removed or the employees decide that they will no longer refuse to cross the picket line. This

article shall only apply to such picket lines established by the Union against any employer which continues to perform work on a particular project(s) where the picket line has been established.

#### **ARTICLE 10 - STATUTORY HOLIDAYS, VACATION ALLOWANCE, HOURS OF WORK, WAGE RATES, ETC.**

**10.01** Attached hereto as Schedule AB@ to this Agreement, is a schedule covering Statutory Holidays, Vacation Allowances, Hours of Work, Wages Rates and other conditions of employment, which is hereby made a part of this Agreement.

**10.02** 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 the Union, as liquidated damages, a sum equal to such increases paid prior to any agreement with the Union.

The provisions of Article 10.02 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 11 - UNION REPRESENTATION**

**11.01** 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 representatives 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.

**11.02** 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.

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

**11.04** Subject to the rights of Union or shop stewards in the case of layoffs as provided for in this Collective Agreement, a Health and Safety representative and/or a member of a joint Health and Safety Committee shall be one of the last five (5) employees retained on any job provided that he is competent and capable of performing the remaining work on the job and provided that the Employer is required by legislation or regulation to appoint a safety representative on site.

## **ARTICLE 12 - PRODUCTIVITY**

**12.01** 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.

**12.02** 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.

**12.03** Subject to Article 9.01 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 purpose.

**12.04** In addition to the specific recognition set out and extended in Article 2, the Employer, as a term and condition of this collective agreement, specifically recognizes the Council and/or Local 793 and/or Local 183 (whichever the case may be) as the exclusive bargaining agent for all construction employees performing work falling within the scope of the collective agreements which are set out below and which are binding upon the Council, Local 793 and/or Local 183 (as the case may be) and the Employer agrees that should it perform work falling within the scope of any of the below listed agreements then the Employer shall abide by, and perform such work in accordance with, the terms and conditions of the applicable agreements including, but without limiting the generality of the foregoing to, any terms and conditions thereof with respect to contracting or sub contracting restriction.

- (a) The “Roads Agreement” being a collective agreement between the Toronto and Area Road Builders= Association and A Council of Trade Unions acting as the representative and agent of Teamsters Local 230 and Local 183;
- (b) The “Sewer and Watermain Agreement” being a collective agreement between the Greater Toronto Sewer and Watermain Contractors= Association and a Council of Trade Unions acting as a representative and agent of Teamsters Local 230 and Local 183;
- (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 the 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;
- (h) The "House Builders Agreement" being a collective agreement between the Toronto Residential Construction Labour Bureau and Local 183;
- (i) The "Residential Housing Carpentry/Framing Agreement" being a collective agreement between the Residential Framing Contractors= Association of Metropolitan Toronto and Vicinity Inc. and Local 183;
- (j) The Agreement Covering Building Restoration and Associated Work" being a collective agreement between a group of contractors and Local 183;
- (k) The "Landscaping Agreement" being a collective agreement between various landscaping contractors in Ontario and Local 183;
- (l) The "Marble, Tile Terrazzo & Cement Masons Agreement" being a collective agreement between various independent marble, tile, terrazzo and cement masons contractors and Local 183;
- (m) The "Bricklayers Agreement" being a collective agreement between the Masonry Contractors= Association of Toronto Inc. and the Masonry Council of Unions Toronto and Vicinity which forms part of Local 183;
- (n) The "Residential Plumbing Agreement" being a collective agreement between various independent plumbing contractors and Local 183;
- (o) The "High Rise Trim Collective Agreement" being a collective agreement between Local 183 and the Residential Carpentry Contractors' Association of Greater Toronto;
- (p) The "Low Rise Trim Collective Agreement" being a collective agreement between various independent low rise trim contractors and Local 183;

#### **ARTICLE 13 - SAFETY, SANITATION AND SHELTER**

**13.01** 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 willful neglect and abuse, the employee shall be charged for the full replacement value.

**13.02** 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.

**13.03** No employee will be discharged by his Employer because he fails to work in unsafe conditions, as set out in Government Safety Regulations. Any refusal by an employee to abide by such regulations after being duly warned, will be sufficient cause for dismissal.

**13.04** 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.

**13.05** 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.

**13.06** An employee who is injured during working hours in a compensable accident as defined by the Workplace Safety and Insurance 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.

**13.07** 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.

**13.08** 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.

**13.09** Hand tools normally required by Labourers, Pipelayers and Cement Finishers, except tape measurers 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 14 - COFFEE AND LUNCH BREAKS**

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

**14.02** 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 15 - GOVERNMENT LEGISLATION**

**15.01** 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 16 - WELFARE, LONG TERM CARE, CAMPING GROUND AND PENSION FOR MEMBERS OF LOCAL 183**

**16.01** The Employer agrees to pay the sum of one dollar and eighty-five (\$1.85) for each hour earned into Local 183 Members= Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of purchasing weekly indemnity, life insurance, major medical, dental care, or similar benefits for the employees covered by this Agreement, represented by Local 183, and to be increased as set out below:

Effective May 1, 2004	-	\$1.85 per hour;
Effective May 1, 2005	-	\$1.90 per hour; and
Effective May 1, 2006	-	\$1.95 per hour.

**16.01 (a) Long Term Care:** The Employer agrees to pay the following amounts based on all hours earned, into Local 183 Members= Benefit Fund for the purposes of purchasing benefits for Long Term Care:

Effective May 1, 2004 the sum of forty cents (\$0.40) per hour;  
Effective May 1, 2005 the sum of fifty cents (\$0.50) per hour; and  
Effective May 1, 2006 the sum of sixty cents (\$0.60) per hour.

**(b) Camping Ground:** The employer agrees to pay the following amounts based on all hours earned, into Local 183 Members= Benefit Fund for the purpose of purchasing benefits for a camping ground:

Effective May 1, 2004 the sum of ten cents (\$0.10) per hour.  
Effective May 1, 2005 the sum of fifteen cents (\$0.15) per hour, and  
Effective May 1, 2006 the sum of twenty cents (\$0.20) per hour.

**16.02** 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:

Effective May 1, 2004	-	\$3.95 per hour;
Effective May 1, 2005	-	\$4.35 per hour; and
Effective May 1, 2006	-	\$4.75 per hour

**16.03** 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 Declaration 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= Benefits Fund.

**16.04** The Employer agrees to remit welfare contributions, vacation pay, training, prepaid legal, long term care, camping ground 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. Local 183 Welfare Fund, Vacation Pay Fund, Training Fund, Prepaid Legal Plan Fund 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 fifteenth (15<sup>th</sup>) day following the end of the month for which the payment is to be made.

**ARTICLE 17 - PREPAID LEGAL PLAN FOR MEMBERS OF LOCAL 183**

**17.01** (a) The Employer agrees to pay the sum of ten cents (10¢) effective May 1, 2004, for each hour earned by each employee represented by Local 183 to the Labourers= Local 183 Prepaid Legal Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits to such employees and their beneficiaries.

**17.02** The Employer shall remit contributions to the Labourers= Local 183 Prepaid Legal Benefit fund monthly, together with a duly completed Employer=s report form, by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payment is due.

**ARTICLE 18 - WELFARE AND PENSION FOR MEMBERS OF LOCAL 793**

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

- |       |                       |   |                      |
|-------|-----------------------|---|----------------------|
| (i)   | Effective May 1, 2004 | - | \$2.55 per hour; and |
| (ii)  | Effective May 1, 2005 | - | \$2.75 per hour; and |
| (iii) | Effective May 1, 2006 | - | \$2.95 per hour.     |

**18.02** 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:

- |     |                       |   |                  |
|-----|-----------------------|---|------------------|
| (i) | Effective May 1, 2004 | - | \$3.98 per hour. |
|-----|-----------------------|---|------------------|

**18.03** The welfare and pension remittances shall be sent no later than the fifteenth (15<sup>th</sup>) day of the month following the month for which the remittance is made.

**ARTICLE 19 - DEEMED ASSIGNMENT OF COMPENSATION UNDER THE EMPLOYMENT STANDARD AMENDMENT ACT, 1991**

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

**ARTICLE 20 - SECURITY FOR PAYMENT OF WAGES and MANDATORY LETTER OF CREDIT**

**20.01** 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 bond 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.

**20.02** 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, traveling 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 22 as well as Articles 5,6, 7 and 8 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, traveling 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.

**20.03** 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 benefits 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.

**20.04** Notwithstanding Article 20.02, 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 fulfill the Employer's obligation as contemplated by this Article.

**20.05** Effective April 1, 2005, the Union and the Association shall require any employer bound, or who wishes to become bound, by this agreement, or is obliged, or wishes, to apply the terms of this agreement (either as a direct signatory to or by virtue of a cross-over clause or other clauses, contained within any other Collective Agreement or Memorandum of Agreement with the Union) and is performing or is intending to perform work covered by the collective agreement, to post a letter of credit payable to the Union for a sum of not less than fifty thousand dollars (\$50,000.00) or to provide to the Union such other form of security that is acceptable to the Union and the Association in the same amount. The letter of credit or security is to be held by the Union on account of the failure of the employer to pay the Union or to or on behalf of any of the employees covered by this Collective Agreement, any wages, vacation pay, union dues, travelling expenses, contributions to welfare funds, training funds, pension funds or any other payments or financial benefits payable to the Union or to or on behalf of the said employees or damages in accordance with the provisions and conditions of this Collective Agreement.

**20.06** Upon an Employer failing to make any of the payments referred to in Schedule AA, or elsewhere in the Agreement, or any amounts arising out of an arbitration award or Minutes of Settlement, 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 said letter of credit or security 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 letter of credit or security by payment of an amount equal to the amount so paid out, within a period of ten (10) working days of receipt of such written notification. If the Employer does not replenish the letter of credit or security as aforesaid, then Articles 14.03 and 14.04 below shall apply;
- (d) In the event of the bankruptcy or insolvency of the Employer, the said letter of credit or security held by the Union shall be deemed to have been held in trust on account of the payment of the financial benefits referred to in Schedule A, 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 letter of credit or security to itself and/or to or on behalf of the employees of the bankrupt or insolvent Employer (including payment of any sums to any Welfare, Vacation Pay, Pension or any other employee benefit fund), such amount as may be due to any of them.

**20.07** It is agreed that an Employer's right to perform work covered by this Collective Agreement is contingent upon the Employer posting a letter of credit or security in accordance with Article 20.05 and/or replenishing the letter of credit or security in accordance with Article 20.06.

**20.08** If the Employer refuses or fails to post a letter of credit or security, in accordance with Article 20.05 or fails or refuses to replenish the letter of credit or security in accordance with Article 20.06 the Union and/or Association may file a grievance and thereafter proceed to arbitration or take any other legal action under the *Labour Relations Act* against the Employer, to enforce compliance with this Article.

**20.09** It is agreed that Articles 20.05, 20.06, 20.07 and 20.08 shall expire and be of no further notice or effect effective April 29, 2007.

#### **ARTICLE 21 - LOCAL 183 MEMBERS= TRAINING FUND**

**21.01** The Employer and Local 183 agree to recognize and be bound to Local 183 Members= Training Trust Fund 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.

**21.02** Effective May 1, 2004, the Employer shall contribute twenty cents (20¢) per hour for each hour worked by each employee who is a member of Local 183 to the Local 183 Members= Training Fund.

**21.03** The above contributions are to be remitted by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payments are due.

**21.04** The Labourers= International Union of North America, Local 183 and the Association agree to amend Section 8.01 of the Agreement and Declaration of Trust made as of the 1<sup>st</sup> day of May, 1977 establishing the Labourers= Local 183 Members= Training and Rehabilitation Fund, as amended, so that it provides as follows:

##### **Section 8.01**

Except as otherwise provided for, this Agreement may only be amended by an instrument in writing under seal, properly executed by the Union and at least sixty percent (60%) of the Associations. Each such amendment shall be by an instrument in writing fixing the effective date of such amendment, and a copy shall be forwarded to the principal office of the Fund.

If the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Associations, any Association which claims that it will suffer undue hardship as a result of the amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate the claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them.

21.05 The parties agree that the Union will establish the Local 183 Industry Development Fund. The Fund will be....

#### **ARTICLE 22 - LOCAL 793 TRAINING FUND**

22.01 The Employer shall contribute on behalf of each employee who is a member of Local 793 into the Local 793 Training Fund in the following basis:

Effective May 1<sup>st</sup>, 2004 - twenty cents (20¢) per hour ;

22.02 The above contributions are to be remitted by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payments are due.

#### **ARTICLE 23 - INDUSTRY FUND**

**23.01 FOR LOCAL 183** Effective May 1, 2004 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 thirty cents (30¢) 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 the Local 183 Trust Administration on or before the fifteenth (15<sup>th</sup>) day of the month following the month for which the contributions were due. Effective May 1, 2005, this contribution shall increase from thirty cents (30¢) to sixty cents (60¢). 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. The Association will give the Union thirty (30) days notice in the event of any increase.

**23.02 -FOR LOCAL 793** Effective May 1, 2004 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 thirty cents (30¢) 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 the Local 793 Trust Administration on or before the fifteenth (15<sup>th</sup>) day of the month following the month for which the contributions were due. Effective May 1, 2005, this contribution shall increase from thirty cents (30¢) to sixty cents (60¢). 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 793 Trust Administration as each Employer's contribution to the costs of negotiating and administering this Agreement. The Association will give the Union thirty (30) days notice in the event of any increase

#### **ARTICLE 24 - REINSTATEMENT UPON RETURN FROM ILLNESS RESULTING FROM INDUSTRIAL ACCIDENT**

24.01 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.

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

#### **ARTICLE 25 - AMENDMENT OR EXEMPTION**

**25.01** 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 26 - UPGRADING OF EMPLOYEES**

**26.01** 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 recognizes 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.

**26.02** For employees falling within the jurisdiction of Local 183, the parties hereto agree to establish an industry upgrading and retraining committee composed of three persons from the Association and three persons from Local 183.

The purpose of this committee is as follows:

- (a) to formulate policies to train employees in the industry and to upgrade their skills;
- (b) to issue recognized identification cards noting the training the employee has had.

#### **ARTICLE 27 - DELINQUENCIES**

**27.01** In the event that Welfare, Pension, Vacation with Pay, Training and Industry Fund payments are received by the Union after the fifteenth (15<sup>th</sup>) of the month following the date due, the Employer shall pay, as liquidated damages to the Union, at the rate of two percent (2%) per month twenty four percent (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 28 - DURATION**

**28.01** The term of this Agreement shall be from May 1, 2004 to April 30, 2007, and it shall continue in effect thereafter unless either party shall furnish the other with notice of termination or proposed revision of this agreement within one hundred and twenty days (120) days of April 30<sup>th</sup>, 2007 and any like period in any third year thereafter. The parties agree that if this collective agreement continues in force after April 30<sup>th</sup>, 2007, in accordance with the terms of this article and/or in accordance with statute, then the terms and conditions of this collective agreement shall automatically be deemed to be the terms and conditions of the Union=s then current standard Concrete & Drain Collective Agreement.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
7(Print Name)

\_\_\_\_\_  
7(Print Name)

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7(Print Name)

ON BEHALF OF  
The International Union  
Of Operating Engineers Local 793:

\_\_\_\_\_

\_\_\_\_\_  
7(Print Name)

\_\_\_\_\_

\_\_\_\_\_  
7(Print Name)

\_\_\_\_\_

\_\_\_\_\_  
7(Print Name)

**ΔERRORS AND OMISSIONS EXCEPTED@**

**Schedule AA@**

**Association Members**

Acu- Contracting  
Basecrete Inc.  
Best Concrete & Drain Inc.  
Brentview Construction Limited  
Camara=s Concrete & Drain Ltd.  
Choceland Contracting Limited  
Columbia Drain & Concrete Contractors Limited  
Concord Concrete & Drain Ltd.  
D.I. Construction Inc.  
Dolente Concrete & Drain Co.  
Donald Concrete & Drain Inc.  
Donald Construction Limited  
Dranco Construction Limited  
Fourwinds Construction Inc.  
Jentry Construction Limited  
King-Con Construction Ltd.  
Long Valley Construction Limited  
Marlisi Construction Ltd.  
Ni-Co Concrete & Drain Ltd.  
Orostar Drain and Concrete Incorporated  
Plastina Investments Limited  
Premier Concrete Contractors  
Pro-Drain (1984) Construction Limited  
R.T.C. Concrete & Drain Ltd.  
Roy -Val Construction Ltd.  
San-Jac Concrete & Drains Limited  
San Moriz Drain & Concrete Ltd.  
Star Drain and Concrete Incorporated  
Toronto Concrete & Drain Limited  
Triple A Concrete & Drain  
Viomar Concrete & Drain Ltd.  
Westcon Construction Limited  
Zicardo Construction Ltd.

**Schedule AB@**

**ARTICLE 1 - HOURS OF WORK AND OVERTIME**

- 1.01 (a) The Hours of work for the purpose of this Collective Agreement shall be based on forty six (46) hours per week Monday to Friday with a maximum of twelve (12) hours per day.
- (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 twelve (12) hours per day Monday to Friday inclusive, and for all work performed in excess of forty six (46) hours per week Monday to Friday inclusive and for all work performed on Saturday.
- (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.

**ARTICLE 2 - STATUTORY HOLIDAYS**

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

New Year=s Day	Labour Day
Good Friday	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.

**ARTICLE 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.

- (b) Vacation with Pay at the rate of ten percent (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) **LOCAL 183 MEMBERS= VACATION PAY FUND**

The Labourers= International Union of North America, Local 183 and the Association agree, subject to acceptance and adoption by the Trustees of the Labourers= International Union of North America, Local 183, Members= Vacation Pay Fund (the Fund), that Section 4.03 (h) of the Agreement and Declaration of Trust made as of the 29<sup>th</sup> day of January, 1975, as amended, establishing the said Fund, be amended as follows:

**SECTION 4.03 (h)**

Any income earned by the Fund shall be applied as follows:

- (i) To the payment of the expenses incurred in the administration of the Fund including but not limited to, the expenses of the Trustees, the Administrator and such legal counsel, investment counsel, account, actuarial and clerical assistants as are employed from time to time by the Trustees;
- (ii) To provide for any liability for income tax in respect of the income of the Fund;
- (iii) To the payment of vacation pay to employees of a bankrupt or insolvent Employer or an Employer who no longer carries on business where the said Employer defaulted on payment of the Fund due to bankruptcy, insolvency or discontinuance of a business, at any time after the date of this Agreement, on such terms in such amounts and subject to such conditions as the trustees may decide from time to time as may be required by the Employment Standards Branch, of the Ministry of Labour;
- (iv) To the setting up of any reserves which Trustees may deem appropriate; and
- (v) Any surplus balance will be split between the Union and the Association on a fifty/ fifty (50/50) basis and remitted to the Union and the Association. If there is a deficit in the fund subsequent to the remittance of the surplus to the Union and the Association it is agreed that this deficit will be covered by any future surplus in the fund.

**3.01 LOCAL 183 MEMBERS= BENEFIT FUND**

The Labourers= Local 183 and the Association agree to amend Section 8.01 of the Agreement of Declaration and Trust made as of October 1, 1980, as amended, establishing the Local 183 Members= Benefit Fund to provide that, with respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty percent (60%) but less than one hundred percent (100%) of the Party Associations, any Association which claims it will suffer undue hardship as a result of such amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate its claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them.

**ARTICLE 4 - VACATION PAY FOR MEMBERS OF LOCAL 793**

- (a) Local 793 and the Association agree to create and establish a jointly administered trust fund to be known as the Operating

Engineer, Local 793 Members Holiday and Vacation with Pay Trust<sup>®</sup> subject to 4 (c) below.

- (b) Vacation with Pay at the rate of ten percent (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 793.
  
- (c) It is understood and agreed by the parties that the establishment of this Trust Fund, as set out in 4 (a) above is contingent on the establishment of said fund in conjunction with at least one other employer=s association. In the event that this Trust Fund cannot be established, the Vacation Pay shall be paid in accordance with the Collective Agreement expiring April 30, 1992.

**ARTICLE 5 - WAGES AND CLASSIFICATIONS**

(a) Local 183 Effective May 1, 2004

Classification	Wages	Vacation Pay	Welfare	Long Term Care	Camping Ground	Pension	Pre-Paid Legal	Training	Industry	Total Package
Labourer	25.80	2.58	1.85	0.40	0.10	3.95	0.10	0.20	0.30	35.28
Pipe Layer	26.80	2.68	1.85	0.40	0.10	3.95	0.10	0.20	0.30	36.38
Cement Finisher	27.30	2.73	1.85	0.40	0.10	3.95	0.10	0.20	0.30	36.93
Carpenter/ Formsetter	27.30	2.73	1.85	0.40	0.10	3.95	0.10	0.20	0.30	36.93
Combination Skilled Worker	27.80	2.78	1.85	0.40	0.10	3.95	0.10	0.20	0.30	37.48
Working Foreman	29.80	2.98	1.85	0.40	0.10	3.95	0.10	0.20	0.30	39.68
Driver under 10,000 lbs. G.V.W.	25.80	2.58	1.85	0.40	0.10	3.95	0.10	0.20	0.30	35.28
Driver 10,000 lbs G.V.W. and over	26.55	2.66	1.85	0.40	0.10	3.95	0.10	0.20	0.30	36.11

Local 183 Effective May 1, 2005

Classification	Wages	Vacation Pay	Welfare	Long Term Care	Camping Ground	Pension	Pre-Paid Legal	Training	Industry	Total Package
Labourer	26.39	2.64	1.90	0.50	0.15	4.35	0.10	0.20	0.60	36.83
Pipe Layer	27.39	2.74	1.90	0.50	0.15	4.35	0.10	0.20	0.60	37.93
Cement Finisher	27.89	2.79	1.90	0.50	0.15	4.35	0.10	0.20	0.60	38.48
Carpenter/ Formsetter	27.89	2.79	1.90	0.50	0.15	4.35	0.10	0.20	0.60	38.48
Combination Skilled Worker	28.39	2.84	1.90	0.50	0.15	4.35	0.10	0.20	0.60	39.03
Working Foreman	30.39	3.04	1.90	0.50	0.15	4.35	0.10	0.20	0.60	41.23
Driver under 10,000 lbs. G.V.W.	26.39	2.64	1.90	0.50	0.15	4.35	0.10	0.20	0.60	36.83
Driver 10, 000 lbs G.V.W. and over	27.14	2.71	1.90	0.50	0.15	4.35	0.10	0.20	0.60	37.65



Local 183 Effective May 1, 2006

Classification	Wages	Vacation Pay	Welfare	Long Term Care	Camping Ground	Pension	Pre-Paid Legal	Training	Industry	Total Package
Labourer	26.98	2.70	1.95	0.60	0.20	4.75	0.10	0.20	0.60	38.08
Pipe Layer	27.98	2.80	1.95	0.60	0.20	4.75	0.10	0.20	0.60	39.18
Cement Finisher	28.48	2.85	1.95	0.60	0.20	4.75	0.10	0.20	0.60	39.73
Carpenter/ Formsetter	28.48	2.85	1.95	0.60	0.20	4.75	0.10	0.20	0.60	39.73
Combination Skilled Worker	28.98	2.90	1.95	0.60	0.20	4.75	0.10	0.20	0.60	41.28
Working Foreman	30.98	3.10	1.95	0.60	0.20	4.75	0.10	0.20	0.60	42.48
Driver under 10,000 lbs. G.V.W.	26.98	2.70	1.95	0.60	0.20	4.75	0.10	0.20	0.60	38.08
Driver 10,000 lbs G.V.W. and over	27.73	2.77	1.95	0.60	0.20	4.75	0.10	0.20	0.60	38.90

**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, sidewalks or deck forms.)

**Note 2** The category of Combination Skilled Worker applies to an Employee who is skilled in and actually performs pipe laying, cement finishing and carpenter formsetter work.

**Note 3** Transportation of Employees: Employees, excluding Working Foreman, who are requested to pick up other employees at assembly points and transport them to the job 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.

**ARTICLE 5 WAGES AND CLASSIFICATIONS**

**(b) Local 793 Wages and Classifications**

**Shovels, Backhoes, Pitmans, Front-End Loaders (1 Cubic Yard and over). (D-4 or equivalent and over).**

Effective Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Training Fund	Industry Fund	Total Package
May 1, 2004	28.04	2.81	2.55	3.98	0.20	0.30	37.88
May 1, 2005	29.00	2.90	2.75	3.98	0.20	0.60	39.43
May 1, 2006	29.95	3.00	2.95	3.98	0.20	0.60	40.68

Backhoes, Front-End Loaders ( under 1 Cubic Yard ).

Farm and Industrial Type Tractors with Excavating Attachments, Compaction Equipment and Bulldozers (under D-4).

Effective Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Training Fund	Industry Fund	Total Package
May 1, 2004	27.04	2.71	2.55	3.98	0.20	0.30	36.78
May 1, 2005	28.00	2.80	2.75	3.98	0.20	0.60	38.33
May 1, 2006	28.95	2.90	2.95	3.98	0.20	0.60	39.58

#### **ARTICLE 6 - WORKING DUES FOR MEMBERS OF LOCAL 183**

Effective July 26, 1998, the Employer agrees to deduct from the employees = wages, working dues in the amount of two and one half percent (2 2 %) of the gross wages of employees who are members of Local 183 (excluding vacation pay) and effective July 1, 2001 the Employer agrees to deduct from the employees = wages, working dues in the amount of three percent (3 %) of the gross wages of employees who are members of Local 183 (excluding vacation pay) and to remit such amount, by using Section AB@ of the standard remittance form, not later than the fifteenth day of the month following the month following the month for which the deductions is made, to LI.U.N.A. Local 183.

The Union may direct the Employer to alter the amount and/ or the method of remittance of working dues as described in this provision, and the Employer agrees that it shall comply with such direction. The Union agrees that it shall provide thirty (30) days notice of any such alteration.

#### **ARTICLE 7 - WORKING DUES & ADVANCEMENT DUES FOR MEMBERS OF LOCAL 793**

**7.01** Working Dues Working dues of two percent (2%) of the total wage package which includes the hourly rate, vacation pay, health plan and pension contributions of employees who are members of Local 793 shall be deducted and shall be remitted to Local 793 not later than the fifteenth (15<sup>h</sup>) day of the month following the month for which the dues were deducted.

**7.02** Advancement Dues Check-Off The Employer shall deduct five cents (\$0.05) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Collective Agreement.

Effective January 1, 2002 the Employer shall deduct ten cents (\$0.10) per hour for each hour earned by each employee covered by this Agreement Collective for Advancement Dues.

#### **ARTICLE 8 - 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 10.02 as a result thereof. It is understood and agreed that when an employee works in a Board Area (including Board Areas not otherwise referred to herein), all terms and conditions set out in this Collective Agreement will be maintained and the employee will continue to receive his wage rate, hours of work and fringe benefits, as provided for in this Collective Agreement and that are applicable in the Board Area in which he regularly works, unless the employee is working in a Board Area where such terms and conditions are specifically governed by a Schedule forming part of this Collective Agreement and which provides for

more beneficial terms and conditions for employee, in which case the more beneficial terms and conditions shall apply.

#### **ARTICLE 9 - PAYMENT OF WAGES**

- (a) It is agreed and understood that all employees shall be paid on a weekly basis. However, all employees shall receive their cheque no later than Thursday on or before 5:00 p.m. in any given week.

The employee=s pay slips shall outline his hourly rate all hours worked, overtime hours, vacation pay, deductions for income tax, unemployment insurance, pension, etc. where applicable.

- (b) Whenever Unemployment Insurance Separation Slip 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.

#### **ARTICLE 10 - CONTRACTING / SUBCONTRACTING**

When the work which is to be contracted or sub-contracted falls within the jurisdiction of Local 183 then such work must be contracted or sub-contracted to contractors who are bound to this Agreement or the appropriate agreement set out in Article 12.04 which ever is applicable to the specific work involved.

#### **ARTICLE 11 - TRAVEL TIME AND OUT OF TOWN ALLOWANCE**

11.01 No traveling expenses will be paid on jobs located within the area described in the attached Schedule AC@:

11.02 For all jobs outside the geographical area described in the attached map, the following traveling expenses will apply.

- (a) If employers provide a company vehicle, \$10.00 per day. Effective May 1, 2005, \$10.00 shall increase to \$12.00 per day.

- (b) Effective May 1, 2004, employees who are required to use their own transportation at the request of the Employer will be paid thirty - seven cents (37¢) per road kilometer from the work site to the nearest point of the boundary of the Metro area.

11.03 It is understood that if an Employer required 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 eighty-five (\$85.00) dollars per day to a maximum of two hundred and fifty dollars (\$250.00) per week.

11.04 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 NO. 1

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS= ASSOCIATION

(the Association@)

- and -

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

(Local 183")

The parties agree to establish a committee consisting of three (3) representatives of the Association and three (3) representatives of the Union to meet and attempt to negotiate special rates and conditions for labourer trainees subject to their agreement that in any event the Employer must first obtain the Union=s approval prior to the hiring of any such trainee.

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

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association

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LETTER OF UNDERSTANDING NO. 2

BETWEEN :

ONTARIO CONCRETE & DRAIN CONTRACTORS= ASSOCIATION

(the Association@)

- and -

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

(Local 183")

In conjunction with the L.I.U.N.A. Local 183 Training and Rehabilitation Centre, the Ontario Concrete & Drain Contractors= Association (O.C.D.C.A.) agrees to the development of a *Training Curriculum*, prepared by the Centre and directed to the employees of the O.C.D.C.A. member companies.

It is understood that Ergonomic Training will be an integral component of said curriculum.

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

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association

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LETTER OF UNDERSTANDING NO. 3

BETWEEN :

**ONTARIO CONCRETE & DRAIN CONTRACTORS= ASSOCIATION**

(the Association@)

- and -

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

(Local 793")

- (a) It is agreed and understood that the employer will advise Local 793 of any owner/operator which an employer employs or intends to employ for the purpose of allowing Local 793 to verify the status of its owner/operator.
- (b) The parties agree to establish a committee of three (3) representatives from the Ontario Concrete and Drain Contractors= Association and three (3) representatives from Local 793 to meet and attempt to set up special rates and conditions for operator trainees.

ON BEHALF OF  
International Union of Operating  
Engineers, Local 793

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association

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**LETTER OF UNDERSTANDING NO. 4**

B E T W E E N :

**ONTARIO CONCRETE & DRAIN CONTRACTORS= ASSOCIATION**

(the Association@)

- and -

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

- and -

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

**RE: TRAINEES**

The Employer may hire a trainee, who shall be a person new to the industry on the following terms and conditions:

1. The Employer notifies the Union of the hiring of a trainee who shall obtain a referral slip from the union and shall join the Union no later than the first Saturday after he commences work;
2. An employer may hire one (1) trainee per crew with a maximum of not more than two (2) trainees for every ten (10) employees, excluding working foremen;
3. All trainees will be laid off prior to the lay off of any other employees;
4. An individual shall be classified as a trainee for four (4) months;
5. The wages payable to a trainee shall be as follows:
  - (a) for the first two months 60% of the regular wage rate
  - (b) for the last two months 80% of the regular wage rate
  - (c) for all four months, vacation pay and benefits shall apply as per collective agreement.
6. It is further agreed that where an employer employs more than one (1) trainee, they shall be employed in different classifications.

**LETTER OF UNDERSTANDING NO. 4  
RE: TRAINEES**

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

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association

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ON BEHALF OF  
The International Union  
Of Operating Engineers Local 793

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**LETTER OF UNDERSTANDING NO. 5**

**BETWEEN:**

**ONTARIO CONCRETE & DRAIN CONTRACTORS= ASSOCIATION**

(the Association@)

- and -

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

(Local 183")

**RE: NAME OF THE UNION**

The parties agree that, during the term of this Collective Agreement, Local 183 has the right to, and may, change its name.

The Employer agrees that upon written notice from Local 183 that it has formally changed its name, Local 183, under its new name, will enjoy all status, rights, obligations, and will in all other ways, both under the Collective Agreement and otherwise, be the successor to Universal Workers Union, L.I.U.N.A. Local 183.

The parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

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

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association

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LETTER OF UNDERSTANDING NO. 6

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS= ASSOCIATION

(the AAssociation@)

- and -

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

(ALocal 183")

RE: NEW OR EXISTING ENTITIES

The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective Agreement. For the purpose of this Article, Aactivities@ include any activities contemplated by the Purpose and Intent, Recognition, and/or Scope clauses of this Collective Agreement.

The Parties further agree that all provisions of Section 1 (4) and 69 of the Ontario Labour Relations Act (as they exist on the date of signing) are hereby incorporated into and form part of this Collective Agreement, with such modifications as may be necessary for an arbitrator with jurisdiction arising out of this Collective Agreement and/or the Expedited Arbitration System and/or the Ontario Labour Relations Act, to have all of the powers that the Board would otherwise have under the provisions of the Act.

The Parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

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

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association

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LETTER OF UNDERSTANDING NO. 7

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS= ASSOCIATION

(the AAssociation@)

- and -

**RE: NO STRIKE - NO LOCKOUT AGREEMENT**

**WHEREAS** the Union and the Association have entered into a Collective Agreement, which is effective on its face from May 1, 2001 to April 30, 2004; and

**WHEREAS** the Union and the Association contemplate entering into successor collective agreements, which will be effective on their face from May 1, 2004, to April 30, 2007 and thereafter from May 1, 2007 to April 30, 2010 (the A successor collective agreements@); and

**WHEREAS** the Union and the Association are desirous of ensuring that the Concrete & Drain division of the construction industry in the geographic area covered by the Collective Agreement will not be subject to strikes and lockouts in future years;

**NOW THEREFORE** the Union and the Association agree as follows with respect to the renewal of the two above-noted successor collective agreements:

1. If the Union and the Association are unable to agree upon the terms and conditions of both or either of the above-noted successor collective agreements, then on or about the 30<sup>th</sup> day of April in both or either 2004 and 2007, either party may refer the settlement of the new collective agreement to final and binding arbitration;
2. The Union and the Association agree that in view of the final and binding arbitration provisions set out herein there will not be, and they will not cause there to be a strike or lockout following the expiry of the relevant collective agreements in either 2004 and 2007;
3. The Parties agree that, in order to meet the need for expedition in the construction industry, they will agree upon a mutually acceptable arbitrator by no later than April 30, of each bargaining year, although it is understood that simply agreeing to an arbitrator in no way means that the agreement(s) must be settled by arbitration;
4. Upon the issuing of a written notice of desire to proceed to final and binding arbitration to both the other party and the arbitrator, the arbitrator will commence a hearing with respect to the arbitration within 30 days of the date of notice or thereafter if mutually agreed to by the Parties;
5. It is agreed that the arbitrator will hear, and will have the necessary jurisdiction to determine, all lawful proposal and positions which are put before him/her by either party, and there is no restriction upon the number of

*Letter of Understanding No. 7*

*Re: No Strike - No Lockout Agreement*

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issues which may be put to the arbitrator. Further, the parties agree that the Arbitration process will not be one of final selection;

6. With respect to the agreement set out in paragraph 5 above, the parties agree that they may mutually agree to modify the arbitration proceedings such that the number of issues proceeding to arbitration may be limited and/or that final offer selection may be utilized for all or part of the arbitration procedures in either or both of the bargaining years;
7. It is agreed that the arbitrator will issue his/her decision within five (5) days of the date of hearing and that any aspect of the decision may be retroactive to May 1<sup>st</sup> of the appropriate year if the arbitrator so determines;
8. It is agreed that any arbitrations which are required as between the Union and the Association will be the A industry arbitration@ and accordingly, pursuant to the terms and provisions of the Collective Agreement, including but not limited to this Letter of Understanding, agree that such decisions will be final and binding upon any Employer bound to this or any similar independent collective agreement, for all purposes;
9. The Parties agree the agreements, duties, obligations and rights set out in this Letter of Understanding form part of the Collective Agreement which is binding upon them and in addition constitute a settlement of the proceeding under the Act

which is enforceable under Section 96 (7) of the Act, which is enforceable under Section 96(7) of the Act and accordingly are enforceable both as a term and provision of this Collective Agreement and under the provisions of the Act with respect to settlement of proceedings.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association

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**LETTER OF UNDERSTANDING NO. 8**

**BETWEEN:**

**ONTARIO CONCRETE & DRAIN CONTRACTOR=S ASSOCIATION**

(the AAssociation@)

-and-

**UNIVERSAL WORKERS UNION, L.I.U.N.A. Local 183**

(ALocal 183")

**RE: REPETITIVE VIOLATIONS OF THE COLLECTIVE AGREEMENT**

**THE PARTIES** agree that where an Employer has repeatedly violated the terms and provisions of the Collective Agreement with respect to the payment of wages, the remittances required by the Collective Agreement to be paid to the Union and/or others and/or the contracting and sub-contracting restrictions, the Union may request a complete financial audit of the Employer=s books and records by a qualified accountant to be chosen by the Union. If, following the completion of the audit, the Employer is found to have further violated any of the terms and provisions of the Collective Agreement, then, in addition to any other damages or payments which the Employer may be liable for, the Employer will reimburse the Union for the full costs of the audit. Such reimbursement is to be considered general damages owing to the Union and accordingly such amounts may be withdrawn from any bond or Letter of Credit which the Employer is or has been required to provide in accordance with the terms of the Collective Agreement.

**THE PARTIES** agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

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

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association



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**LETTER OF UNDERSTANDING NO. 9**

**BETWEEN:**

**ONTARIO CONCRETE & DRAIN CONTRACTORS= ASSOCIATION**

(the Association@)

-and-

**UNIVERSAL WORKERS UNION, L.I.U.N.A. Local 183**

(ALocal 183")

**RE: REMITTANCES AND CONTRIBUTIONS**

**THE ABOVE NOTED PARTIES** agree that during the lifetime of this agreement Local 183 shall have the right, at any time to require the employer to change the amount of contributions to any of the employee benefit funds for Local 183 members, including but not limited to, Pension Fund, Welfare Fund and Pre-Paid Legal fund, set out in this Collective Agreement, or which may be established hereafter by the Union, by transferring any portion of the contributions required to be made to any particular employee benefit fund (now existing or existing in the future), other than the Vacation Pay Fund and the Industry Fund, to any other employee benefit fund (now existing or existing in the future) provided that there should be no increase in the total monetary contributions required to be made under this Agreement.

**THE PARTIES** agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

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

ON BEHALF OF  
 The Ontario Concrete & Drain Contractors=  
 Association

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**LETTER OF UNDERSTANDING NO. 10**

**BETWEEN:**

**ONTARIO CONCRETE & DRAIN CONTRACTORS= ASSOCIATION**

(the Association@)

-and-

**UNIVERSAL WORKERS UNION, L.I.U.N.A. Local 183**

(Local 183")

**RE: TRUCK DRIVERS**

Local 183 and the Association agree to delete the Letter of Understanding regarding stonesslinger drivers dated January 30, 2001 from the Collective Agreement.

It is agreed that all truck drivers, who are direct employees of employers bound to the Collective Agreement are covered by the Collective Agreement.

Notwithstanding Article 10 of Schedule B, it is agreed that an employer may contract out the work performed by truck drivers to employers not in contractual relations with the Union provided that the existing truck drivers employed by the employer are not adversely affected and specifically are not deprived of overtime opportunities.

It is agreed that all of the remaining terms and conditions of the Collective Agreement shall apply to truck drivers employed by employers covered by the Collective Agreement save and except Schedule B, Article 1, which shall be replaced as follows for truck drivers only;

The following article, Article 1.01 - Schedule A@ shall apply to all truck drivers employed directly by employers bound to the collective agreement.

- 1.01
- (a) The hours of work shall be based upon 55 hours per week, Monday to Friday.
  - (b) Overtime at the rate of time and one-half the employees current hourly rate shall be paid to all employees for all work performed in excess of 55 hours per week, Monday to Friday, inclusive and for all work performed on Saturday.
  - (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.
  - (e) This letter will expire 6 months after Local 183 demonstrates that at least 70 stone slinger trucks are being operated by employees bound to this Collective Agreement. If there is a dispute over the Application of this clause, is shall be referred to arbitration for final resolution.

**THE PARTIES** agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

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

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association

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LETTER OF UNDERSTANDING NO.11

BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

("Local 793")

-and-

ONTARIO CONCRETE AND DRAIN CONTRACTORS' ASSOCIATION

("The Employer Association")

WHEREAS Local 793 and the Employer Association have engaged in negotiations with respect to making amendments to, and/or establishing a new Trust Agreement for the administration of the International Union of Operating Engineers, Local 793 Training Fund ("Training Fund") that will transfer the power of appointment of Trustees to the Board of Trustees solely to Local 793 as set out in the Letter of Understanding attached as Schedule "A";

AND WHEREAS Local 793, in its capacity as the Operating Engineers Employee Bargaining Agency, has presented a similar Letter of Understanding to the one attached as Schedule "A", to the Operating Engineers Employer Bargaining Agency with respect to the Provincial Collective Agreement;

NOW THEREFORE the parties agree as follows:

1. The Employer Association agrees to execute the Letter of Understanding, attached as Schedule "A", upon receipt of an executed Letter of Understanding between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency with respect to making similar amendments to, and/or establishing a new, Trust Agreement for the administration of the International Union of Operating Engineers, Local 793 Training Fund under the Provincial Collective Agreement.
2. Any relevant and/or substantive amendments made to the Letter of Understanding between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency shall also be made to the Letter of Understanding attached as Schedule "A" prior to execution.
3. The parties agree that this Letter of Understanding forms part of the Collective Agreement.

DATED AT Toronto, Ontario THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
For the Employer Association

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For Local 793

\_\_\_\_\_  
Print Name

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Print Name

LETTER OF UNDERSTANDING NO. 12

BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

("Local 793")

-and-

ONTARIO CONCRETE AND DRAIN CONTRACTORS' ASSOCIATION

("The Employer Association")

**WHEREAS** the Employer Association members are required to make contributions on behalf of its employees to the International Union of Operating Engineers, Local 793 Training Fund (the "Training Fund") pursuant to Article 3 of the collective agreement between the International Union of Operating Engineers, Local 793 and the Ontario Concrete and Drain Contractors' Association (the "Ontario Concrete and Drain Agreement");

NOW THEREFORE the parties agree with each other as follows:

1. The Employer Association agrees that from and after the effective date of the Ontario Concrete and Drain Agreement, the Training Fund shall continue and the Employer Association members shall make contributions in accordance with the applicable rates.
2. As of the effective date of the Ontario Concrete and Drain Agreement, the Employer Association will agree to amend the Trust Agreement of the Training Fund (the "Trust Agreement") so that the Employer Association and any of the other Party Associations will no longer have the right to appoint Trustees to the Board of Trustees, and any power of appointment which they have will be transferred to Local 793, which shall appoint all of the members of the Board of Trustees;
3. The Employer Association agrees to serve notice on any Trustees appointed by the Party Associations to the Trust Agreement that they are removed as Trustees of the Training Fund;
4. The Employer Association agrees that it will take all necessary steps and execute any necessary documents, including but not limited to amendments to the Ontario Concrete and Drain Agreement, to effect the removal of the Employer Trustees and the power of the Party Associations to appoint any Trustees under the Trust Agreement and will consent to any variation of the Training Fund if necessary;
5. The Employer Association further agrees that if for any reason it is not immediately possible to remove all Employer Trustees from participation in the Training, at the written direction of Local 793, the Employer Association shall make contributions to such new training trust fund as may be designated by Local 793 where all of the Trustees are appointed by Local 793.
6. The parties agree this Letter of Understanding forms part of the Ontario Concrete and Drain Agreement and may be enforced pursuant to the terms and conditions therein.

DATED AT Toronto, Ontario THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
For the Employer Association

\_\_\_\_\_  
For Local 793

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Print Name

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Print Name

LETTER OF UNDERSTANDING NO. 13

Between:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION  
(the "Association")

- and-

UNIVERSAL WORKERS UNION, L.I.U.N.A. Local 183  
(the "Union")

INDUSTRY DEVELOPMENT FUND

The Association and the Union agree to form a sub-committee in order to establish an industry development fund which shall be managed and/or trusted by participating employer associations. The sub-committee will be made up of representatives of the Union, the Association and other interested employer associations to review and determine the governance of the fund, its terms of reference and the amount to be contributed per hour. It is agreed that if the Union, the Association and the participating employer associations reach an agreement upon the establishment of the fund it shall be effective January 1, 2005.

It is agreed that one of the issues which will be discussed by the sub-committee will be the ability of the Labourers' Canadian Tri-Fund to make proposals for funding from the Industry Development Fund if and when it becomes established.

Signed and dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association

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7(Print Name)

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7(Print Name)

LETTER OF UNDERSTANDING NO. 14

Between:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION  
(the "Association")

- and-

**UNIVERSAL WORKERS UNION, L.I.U.N.A. Local 183**

( the "Union" )

**UNION DUES FOR LOCAL 183 MEMBERS**

With respect to the deduction and remittance of Union dues for Local 183 members provided for in Article 3.04 and Schedule B, Article 6, the parties agree as follows:

1. Of the working dues deducted and remitted under this agreement, 15¢ may be remitted to the Ontario Provincial District Council of LIUNA after, and provided that:

(a) the Organizing Trust Fund, and the OPDC Motion thereto, are found to be proper and valid at the conclusion Of the Court and other legal proceedings;

(b) such remittances and deductions are approved by the members that regularly work under this agreement in a separate secret ballot vote c o n c e r n i n g t h i s s p e c i f i c i s s u e .

2. Other than with the regular dues which are set by the International Convention of LIUNA, there shall be no increase in the amount of dues and assessments deducted and remitted pursuant to the terms of this Collective Agreement unless such increases are approved by a secret ballot vote o f t h e m e m b e r s n o r m a l l y w o r k i n g u n d e r t h i s C o l l e c t i v e A g r e e m e n t .

Signed and dated at \_\_\_\_\_ this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

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

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association

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7(Print Name)

**LETTER OF UNDERSTANDING NO. 15**

BETWEEN:

**ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION**

(the "Association")



-and-

**UNIVERSAL WORKERS UNION, LIUNA LOCAL 183**

(the "Union")

**RE: HEALTH & SAFETY**

The parties agree that occupational health and safety is vitally important to all employees working under this Collective Agreement.

The parties agree that occupational health and safety training is crucial in order for all persons to comply with the *Occupational Health & Safety Act*.

Therefore, the parties agree to support the goal of providing a healthy and safe workplace by encouraging and facilitating:

- A co-operative attitude and approach to health and safety in the workplace by all persons;
- Attendance at all relevant health and safety training programs run by the Training Centre;
- Compliance with the provisions of the *Occupational Health & Safety Act* and its Regulations;
- Compliance with the objectives and provisions of legitimate and valid employer health and safety policies; and
- Effective communication and a pro-active approach to all health and safety matters.

The parties are confident that by encouraging the foregoing principles of education, co-operation, and responsibility that they will be able to promote and achieve a safe workplace for all persons.

*Letter of Understanding No. 15*  
Health & Safety

Signed and dated at \_\_\_\_\_ this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

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

ON BEHALF OF  
The Ontario Concrete & Drain Contractors=  
Association

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APPENDIX A A@

Effective June 15, 2001, Employers shall contribute in total:

(\$5.83 ) per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefits Trust of Ontario (the AHealth Plan@) and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the APension Plan@)for each hour earned by each employee in his employ.

It is agreed that Employers shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan, as set out in Appendix AB@ of this Agreement.

Effective May 1, 2002, the total Employers= contributions of \$5.83 per hour shall increase to \$5.93 per hour.

Effective May 1, 2003, the total Employers= contributions of \$5.93 per hour shall increase to \$6.03 per hour.

## APPENDIX AB@

Article 18 of the Master Portion requires that the Employer shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan as follows:

- (i) For employees with \$4,320.00 or fewer dollars in their Health Plan Dollar Bank;
  - *(appropriate dollar amount to be inserted)* to the Pension Plan; and
  - *(appropriate dollar amount to be inserted)* plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
  
- (ii) For employees with more than \$4,320.00 in their Health Plan Dollar Bank;
  - *(appropriate dollar amount to be inserted)* to the Pension Plan for Benefits; and
  - *(appropriate dollar amount based on 8% of contributions to be inserted)* to be applied towards the cost of administering the Pension Plan; and
  - Nil (\$0) to the Health Plan.

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

**APPENDIX A C@**

**ENFORCEMENT SYSTEM**

BETWEEN:

**Ontario Concrete & Drain Contractors= Association**

(the A**Association**@)

-and-

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

(the A**Union**@)

**WHEREAS**, the parties have agreed that they will establish an expedited method of arbitration.

**NOW THEREFORE** the parties agree to the following Enforcement Mechanism for incorporation into the Collective Agreement binding between the parties.

**I. EXPEDITED ARBITRATION**

**(A) Arbitrator**

Robert Herman and David McKee, or an arbitrator who is mutually agreeable to both parties will be the arbitrator for this Enforcement System.

**(B) Expedited Arbitration Procedure**

1. The term AGrievance@, wherever used in this Enforcement System, shall mean a

grievance concerning the interpretation, application, administration or alleged violations of a provision of the Collective Agreement including but not limited to:

- payment for hours worked;
- rates of pay;
- overtime premiums;
- travelling expenses;
- room and board allowances;
- reporting allowances;
- welfare, pension, industry fund and any other funds, dues or other form of compensation to or on behalf of an employee and/or the Union.
- Notwithstanding 7.09 a discipline and/or discharge grievance may be referred to the Expedited Enforcement System only if the Employer agrees to in writing.

2. Any party bound by this Enforcement System may initiate the Expedited Arbitration process by service of a Grievance, in writing, by facsimile transmission, registered mail, regular mail or courier (including Canada Post Courier) on the affected Contractor. Service shall be deemed to be achieved if the grievance is received at the last known address of the Contractor; whether listed in the original Collective Agreement or not, at an alternate address for which written notification has been forwarded to the Union.
3. The Union may refer any grievance concerning a violation of the Collective Agreement to Expedited Arbitration. Notice of such referral to Expedited Arbitration shall be served by facsimile transmission, registered mail, regular mail or courier (including Canada Post Courier) upon the Contractor, the Association, and the Arbitrator.
4. Service shall be effective on receipt, if facsimile transmission, courier, registered mail

or regular mail is used and all parties, shall be deemed to have been properly notified.

5. The Arbitrator shall commence the Expedited Arbitration Hearings no sooner than five (5) days from the date of service of the Referral to Expedited Arbitration. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournments will not be granted because of the unavailability of counsel, for business demands or because a party asks for additional time to prepare.
6. Subject to the discretion of the Arbitrator the Expedited Arbitration Hearings shall be held at the Union offices, and may be scheduled by the Arbitrator to commence after normal business hours including Saturdays and Sundays.
7. Where the Arbitrator finds the Contractor in breach of the Collective Agreement, the Arbitrator shall order the Contractor to pay all amounts owing with respect to violations of the Collective Agreement. For the following specific types of violations the following terms will apply:
  - (a) for payment of hours of work, rates of pay, overtime premiums, travel expenses, room and board allowances or any other form of compensation to an employee in accordance with the following:
    - (i) where the Grievance is initiated between 1-60 days after the circumstances giving rise to the Grievance became known or ought reasonably to have become known to the affected employee(s) the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100 %) of the unpaid amounts; or
    - (ii) where the Grievance is initiated at any time beyond 61 days after the circumstances giving rise to the grievance became known or ought

reasonably to have become known, to the affected employee(s), the Arbitrator shall award recovery of seventy-five (75%) percent of unpaid amounts to be paid to the affected employee(s) and twenty-five (25%) percent of the unpaid amount to be paid to the Union in the form of damages.

- (b) For payments in respect of Welfare, Pension, Prepaid Legal, Health and Safety, Training, Union Dues, Working Dues, and Industry Fund or any other fund referred to in the Collective Agreement, or any other form of compensation payable on behalf of an employee or to the Union and any interest or penalty payments provided for in the Collective Agreement, the Arbitrator shall award recovery of 100% of the unpaid amounts.
8. The Arbitrator shall have the power to make the Arbitrator=s costs (fees and expenses) an Award or part of any Award against any party and to be payable to the Union and the Association equally in trust for the Arbitrator.
9. (a) This arbitration process shall be in addition to and without prejudice to any other procedures and remedies that the parties may enjoy including applications to a court; or to the *Ontario Labour Relations Board* pursuant to section 96 of the *Labour Relations Act, 1995*, as amended; or the *Construction Lien Act*; or any other operative legislation; or as provided for under the Collective Agreement.
- (b) Any Grievance concerning the interpretation, application, administration or alleged violation of the Collective Agreement may be processed through the grievance/arbitration procedure outlined in the Collective Agreement or under this Enforcement System or referred to arbitration pursuant to section 133, or any other applicable section, of the *Labour Relations Act, 1995*, provided however that any Grievance may not be processed under more than one of



these arbitration mechanisms.

- (c) Where a Grievance has been properly referred under the procedure provided for in this Enforcement System, it is understood and agreed that all of the parties shall be deemed to have waived any right to refer the Grievance to arbitration under section 133 of the Labour Relations Act, 1995 or pursuant to the appropriate Articles of the Collective Agreement and any such referral shall be null and void.
- (d) In the alternative, should a grievance which has been or could have been referred to arbitration under this system be referred to arbitration under section 133 of the Labour Relations Act, 1995 or under the appropriate articles of the Collective Agreement, and should the *Ontario Labour Relations Board*, or any other Arbitrator determine it has jurisdiction, then the parties agree that the terms of this Enforcement System form part of the Collective Agreement and will be applied as such and will be varied solely to reflect the different method of referral.
- (e) It is understood and agreed that the Arbitrator=s decision is final and binding with respect to those matters referred to the Arbitrator. The Arbitrator shall have all the powers of an arbitrator under the Labour Relations Act, 1995, as amended, including but not limited to the power to require records and/or documents to be produced prior to and/or at the hearing and the power to issue summons to witness and to thereby compel attendance. The decision of the Arbitrator, inclusive of orders for payment of any monies in respect of damages, costs, Arbitrator=s fees and/or penalties, is deemed to be a decision of an Arbitrator pursuant to the Labour Relations Act, 1995, as amended, and enforceable as such.

10. At Expedited Arbitration the Arbitrator shall not have any power to alter or change any of the provisions of this Enforcement System or substitute any new provisions for any existing provisions nor give any decision inconsistent with the provisions of this Enforcement System and the Collective Agreement.

## **II. UNION INVESTIGATION COMMITTEE**

1. The Union shall establish a Union Investigation Committee consisting of the following persons:
  - (a) the Business Manager or his designate; and
  - (b) the Sector Co-Ordinator or his designate; and
  - (c) the Union Legal Co-Ordinator or his designate.
2. The Union Investigation Committee shall meet, as necessary, to investigate any complaint that the Union Business Representative(s) or Union Member(s) have agreed to and/or condoned violations of the Collective Agreement or otherwise failed to take appropriate action or acted inappropriately in dealing with violations of the Collective Agreement and/or the Enforcement System.
3. The Union Investigation Committee shall have the power to recommend that charges under the Union Constitution be brought against the Union Business Representative(s) and/or Union Member(s) in respect of the allegations brought to its attention.
4. The Union Investigation Committee shall prepare a report of the results of any investigation of complaints including its conclusions as to the validity of the complaints and any action taken to deal with the matters raised.

5. A copy of the report prepared by the Union Investigation Committee will be provided to the Labour-Management Joint Committee.
6. In the event that the Labour-Management Joint Committee is not satisfied with the report of the Union Investigation Committee, in that it is not satisfied with the appropriateness of the Union=s response, or is deadlocked over the issue, any member of the Labour- Management Joint Committee may refer a complaint to the Arbitrator for a determination.
7. Any reports or investigations are to be strictly confidential and are to be used only in reference to Article II herein.

**III. LABOUR-MANAGEMENT JOINT COMMITTEE**

1. The Labour-Management Joint Committee shall be established consisting of the following persons:
  - (a) the Business Manager or his designate; and
  - (b) the Union Sector Co-Ordinators or their designates; and
  - (c) a representative designated by the Toronto Residential Construction Labour Bureau; and
  - (d) a representative designated by the applicable Contractors= Associations.
2. A quorum of the Labour-Management Joint Committee shall be the duly appointed members or their proxies.

3. The Labour-Management Joint Committee will meet to discuss matters of joint interest, including the interests of the Industry, problem solving, monitoring and evaluating compliance with the Collective Agreement and this Enforcement System within seven (7) working days of notice, in writing, of a request for a meeting by any Committee Member. The Union Business Manager shall schedule all such meetings after consultation with the other Labour-Management Joint Committee Members.
4. Decisions of the Labour-Management Joint Committee shall be taken by consensus and with the unanimous support of all members of the committee.
5. In the event the Labour- Management Joint Committee is unable to agree on a course of action to deal with a matter, the Arbitrator shall attempt to mediate any disagreement. Failing resolution of the matter at mediation, the Arbitrator shall cast a deciding vote.
6. The Labour-Management Joint Committee may augment and improve the Enforcement System only upon unanimous agreement of the Committee members. The deciding vote of the Arbitrator shall not apply to any issues involving any such improvements to this Enforcement System. The Labour-Management Joint Committee shall not have the power to derogate in any material fashion from this Enforcement System.
7. The Labour-Management Joint Committee shall have no power to order the Union, its Business Representatives and/or its members to post a bond or Letter of Credit to secure payment of damages or levies or impose discipline, fines, suspensions or expulsions. Such proceedings must occur under the Union Constitution. Any complaint that may warrant such remedial action may be initiated by any party in writing to the Union Investigation Committee.

8. The Labour-Management Joint Committee may initiate proceedings before the Ontario Relations Board on behalf of the Union and the T.R.C.L.B. and the Association to compel compliance with the Collective Agreement and this Enforcement System, in circumstances where it is satisfied that there is a deliberate concerted effort to undermine, evade and/or avoid the provisions of the Collective Agreement and this Enforcement System.

Signed at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

For the **Union:**

For the **Association:**

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7(Print Name)

7(Print Name)

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