

COLLECTIVE AGREEMENT

BETWEEN:

THE HEAVY CONSTRUCTION ASSOCIATION OF TORONTO

- and -

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

May 1, 2010 – April 30, 2013
13270 (04)

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THE HEAVY CONSTRUCTION ASSOCIATION OF TORONTO

-AND-

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

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B E T W E E N:

THE HEAVY CONSTRUCTION ASSOCIATION OF TORONTO

(hereinafter called the "Association")

- and -

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

(hereinafter called the "Union")

WHEREAS the Association has been accredited by the Ontario Labour Relations Board;

NOW THEREFORE, the parties hereto agree as follows:

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 a prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages within the geographical area hereinafter set out for all construction employees performing work under the classifications listed in the Schedules forming part of the Agreement, in the employ of the Employers while employed in the Heavy Engineering Sector or engaged in such other work as has traditionally been performed under this Collective Agreement, as described in Article 3 hereafter, save and except construction employees covered by collective agreements respecting road building, sewer and watermain construction, and save and except non-working foremen and persons above the rank of non-working foreman.

The geographic area covered by this Agreement is defined as Board Areas 8, 9, 10, 11 & 18, set out by the Ontario Labour Relations Board.

ARTICLE 2 - TERM OF AGREEMENT

2.01 This Agreement shall be effective and operative from the first (1st) day of May 2010 and shall remain in full force and effect until the thirtieth (30th) day of April 2013.

2.02 Should the Union or the Association desire to change, add to, amend or terminate this agreement, written notice to that effect will be given not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the termination of this agreement. On receipt of such notice, the parties to the Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an agreement. If no such notice is given, this Agreement shall continue in force thereafter for a further three (3) year period unless either party shall furnish the other with desire to change, add to, amend or terminate this Agreement within any like period of that set out above, in any third (3rd) year thereafter.

ARTICLE 3 - RECOGNITION AND SCOPE

3.01 (a) The Association recognizes the Universal Workers Union, L.I.U.N.A., Local 183 as the sole and exclusive bargaining agent for all construction employees coming within the jurisdiction of this Agreement while working in the Heavy Engineering Sector, as defined by Article 1 of this Agreement and as further defined by Section (a) of this Article, or while engaged in any other work which has been traditionally performed under the terms and conditions of this Collective Agreement and such other construction employees covered by the collective agreements set out in Article 3.01(b); save and except non-working foremen, persons above the rank of non-working foreman, office and clerical staff, shop and yard employees, engineering staff and security guards. The Union recognizes the Association as an accredited bargaining representative for the Heavy

Engineering Sector in Ontario Labour Relations Board Area 8, but recognizes that such representation is without liability against the Association for violations of the Collective Agreement by individual Employers.

(b) It is agreed that this Collective Agreement applies to all work falling within the Heavy Engineering Sector (which, for the purposes of this Agreement includes all work traditionally performed under the terms and provisions of this Collective Agreement) in Ontario Labour Relations Board Geographic Areas 8, 9, 10, 11 & 18 performed by members of the bargaining unit including, but not limited to, the construction, reconstruction, demolition, construction maintenance, rehabilitation, repair and, except as specifically excluded below, all associated work traditionally related thereto, of the following:

1. Bridges, including pedestrian bridges, underpasses and overpasses.
2. Retaining walls (all types), slurry walls and abutments associated with bridges, underpasses and overpasses.
3. All structures in connection with dams, docks, wharves and breakwaters.
4. Gabion work carried out on heavy construction work.
5. Precast rip-rap installations and all slopes retaining work directly associated with bridge construction.
6. Tunnels, save and except cable conduits (utilities), pipelines and sewer and watermain tunnels.

7. Structural work on reservoirs and pumping stations, and sewage and water treatment plants.
8. Installation and/or removal of piles, shoring, anchors, caissons and underpinning, including all welding related thereto.
9. Structures on transit systems (heavy rail or light rail) and on express-ways, including all welding related thereto.
10. Structures involved in river channelization and flood control projects, except structural work traditionally carried out by the roads or sewers industry.
11. Box culverts over fifteen (15) feet in overall surface span (the calculation of the span excludes intermediate piers or supports).
12. All T.T.C. projects including structural work on stations and sewer and watermain work on these projects, save and except work carried out according to past practices on stations by architectural and finishing trades and on roadways by road builders.
13. Field precast manufacturing operations as defined in Schedule "C" of this Agreement.
14. Erection, installation and finishing of precast concrete products directly associated with heavy construction work.
15. Cement lining of watermains.

16. All work involved in or related to the erection or dismantling of scaffolding including high load shoring systems or any of the above-noted works, projects or undertakings.
17. All work involved in or related to the installation, removal and operation of glycol-circulated ground heating systems on any of the above-noted works, projects or undertakings.

(c) If an Employer covered by this Agreement engages in work other than that falling within the Heavy Engineering Sector and/or work which has traditionally been performed under the terms of this Collective Agreement and such other work comes within the purview of any of the collective agreements set out in Schedule "E", then all terms and conditions of the applicable collective agreements shall apply.

ARTICLE 4 - UNION SECURITY

4.01 (a) The Employers agree to employ only members in good standing of the Union for work covered by this Agreement.

(b) As a condition of continued employment, all employees shall maintain in good standing their membership in the Union.

(c) The Union agrees that no discrimination shall be shown against any non-working foreman who elects to retain Union membership while functioning in this management capacity.

(d) Except as provided for hereafter, the Employers agree to contract/subcontract and/or let/sublet all work covered by this Agreement to companies which are bound to the terms and

provisions of this Collective Agreement, and such work will be performed under the terms and provisions of this Collective Agreement by such subcontractors.

- (e) (i)** Except as provided in (e) (ii) the Employers agree to contract/subcontract and/or let/sublet all sewer and watermain work and all road construction work and all work falling under the Railroad Agreement (i.e. “Violin”), on the project within the jurisdiction of Universal Workers Union, L.I.U.N.A. Local 183, only to subcontractors who are in contractual relationship with the Local 183.
- (ii)** The Employers agree to contract/subcontract and/or let/sublet work falling within the scope of this Agreement in the erection, installation and finishing of precast products, sound wall and fencing of all types only to such contractors who are party to or bound by a collective agreement binding upon the Union and who employ only members of Local 183 to perform such work.
- (iii)** The Employers agree to subcontract utility construction work (as described by the collective agreement binding upon The Utility Contractors’ Association of Ontario, Inc. and the Union) in connection with the construction of any structure or bridge only to contractors who are party to or bound by a collective agreement with or binding upon the Union and who shall perform such work under such collective agreement.

(iv) The Employers agree to contract/subcontract and/or let/sublet all landscaping work only to contractors who are party to or bound by a collective agreement binding upon the Union.

(f) Each employee shall, when working in a position within the bargaining unit described in Article 3 above, be required as a condition of employment to have his regular monthly union dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first (1st) pay issued to the employees each calendar month and remit the same to the Union not later than the fifteenth (15th) day of the following month to the Secretary-Treasurer of the Union. The Employers shall, when remitting such dues, name the employees and their social insurance numbers from whose pay such deductions have been made. It is further agreed and understood that the Employers will receive at least thirty (30) days notice of any changes in the amount of working dues. It is also agreed and understood that this clause shall apply to all Schedules of this Collective Agreement.

(g) The Employers further agree that off-duty policemen will be used only where necessary or stipulated by contract specifications.

ARTICLE 5 - HIRING OF EMPLOYEES

5.01 (a) For T.T.C. projects and for mixed projects where fifty percent (50%) or more of the work falls within the Heavy Engineering Sector, the Employer agrees to call the Union Hall by 1:00 p.m. for his needed supply of men for the following day. All employees hired through the Union Hall shall present to the Employer a referral slip from the Union prior to commencing employment. It is understood that if the Union, having been requested by 1:00 p.m. to supply men, is unable to confirm by 4:30 p.m. of the same day that the required men will report at the job site ready for work at the starting time the following work day, the Employer is free to hire such local labour as is

available without payment of any travel allowance. Any local labour so hired shall apply to the Union for membership within fifteen (15) calendar days of hiring, and as a condition of continued employment shall maintain membership in good standing in the Union.

(b) For mixed projects where less than fifty percent (50%) of the work falls within the Heavy Engineering Sector:

- (i)** The Employers shall have the right to hire up to fifty percent (50%) of the required work force on the project from any available source, provided however, that any employee so hired will be required to apply for a clearance slip from the Union before starting work. It is further agreed that when a new employee is hired, he will be required to apply for a clearance slip from the Union before starting work, except in emergency circumstances where the Employer requires the employee to start work immediately, in which event the employee must apply for clearance at the Union Hall not later than the Saturday following commencement of employment. The Employer shall supply a letter to the employee confirming he has been hired.
- (ii)** The balance of the required work force shall be hired through the Union Hall in accordance with Section (a) above.
- (iii)** The sequence and order of hiring employees under the provisions of subsections (i) and (ii) above shall be as mutually agreed from time to time between the Employer and the Union.

(c) It is further agreed that any employee hired under the provisions of Section (a) or (b) above can be transferred to any project of the Employer and assigned to work on any aspect of the said project, except that only employees who have been hired with a referral slip from the Union (Section (a) above) may be transferred to a T.T.C. project. It is further agreed that on a project where fifty percent (50%) or more of the work falls within the Heavy Engineering Sector, no more than twenty-five percent (25%) of the total number of employees engaged on that project and covered by this Agreement shall be key employees of the Employer who have been transferred from other projects of the Employer where such employees were originally hired by clearance slip from the Union.

(d) It is agreed that should an Employer violate any of the terms and provisions set out above with respect to the hiring of employees, then, without prejudice to any other claim for damages which the Union may have, the Employer will pay to the Union general damages in an amount equal to all amounts which would have been paid to employees (whether members of the Union or not) and/or the Union and/or others on behalf of the Union and such employees had the Employer not violated the hiring provisions of this Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union agrees that it is the exclusive 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 and all operations, to determine the kinds and locations of 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, layoff, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended,

disciplined or disciplinarily demoted without reasonable cause, shall be subject to the provisions of the Grievance Procedure.

(c) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.

(d) It is agreed that these functions shall not be exercised in a manner which is inconsistent with the express provisions of this Agreement or which is arbitrary, discriminatory or in bad faith.

ARTICLE 7 - CO-OPERATION

7.01 (a) The Employers agree to advise the Union when any major change is being made to working systems or working rules on the project and will discuss the intended changes with the Union.

(b) In the event new classifications are introduced under the scope of this Agreement, the parties shall meet and negotiate the applicable wage rates which shall bear a proper ranking relationship to the wage rates set up in the Schedules of this Agreement.

(c) A pre-job conference may be called at the option of either party on all T.T.C. projects and mixed projects.

ARTICLE 8 - WORK JURISDICTION, HOURS OF WORK, OVERTIME AND WAGE RATES

8.01 Attached hereto are Schedules "A", "B", "C" and "D" outlining hours of work, overtime, wage rates and classifications, which are hereby made part of this Agreement.

ARTICLE 9 - JURISDICTIONAL DISPUTES

9.01 When a work claim dispute arises between the Union which is a party to this Agreement and any other union, person or organization, which cannot be settled to the satisfaction of all parties concerned, such dispute shall immediately be processed as a complaint to the Ontario Labour Relations Board requesting an order from that Board as outlined in Section 99 of the *Labour Relations Act, R.S.O. 1995*, Chapter 228, as amended, and in the meantime, work will continue as assigned by the Employer until otherwise directed by the Ontario Labour Relations Board.

ARTICLE 10 - HOLIDAYS

10.01 All work performed on Sundays and the following holidays:

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

And any other statutory holidays legally declared by the Provincial or Federal Government, shall be deemed overtime work and paid for at the rate of double the regular day shift rate.

ARTICLE 11 - VACATION PAY AND STATUTORY HOLIDAY PAY

11.01 (a) Vacation and statutory holiday credits shall be paid to employees covered by this Collective Agreement at the rate of ten percent (10%) of the gross wages earned. It is understood and agreed that five percent (5%) is to be considered in lieu of statutory holiday pay.

(b) During the term of any one (1) year, by mutual arrangement between an Employer and employee only two (2) weeks

vacation without pay will be taken by an employee, exclusive of statutory holidays. Vacation may be taken at any time during the calendar year at such time as may be most convenient to the Employer, but every effort shall be made to schedule vacation at times suitable to the employee.

(c) Vacation and statutory holiday pay as aforesaid shall be paid into the Local 183 Civil Engineering Vacation Pay Trust Fund, jointly administered by an equal number of Employer and Union trustees, which Employer trustees shall be appointed by the Greater Toronto Sewer and Watermain Contractors' Association, the Utility Contractors' Association of Ontario and The Heavy Construction Association of Toronto. One of the said Employer trustees shall be appointed by the Association. Payments into the Fund shall be made monthly and the interest earned by the investment of the monies in such fund shall be firstly applied against the administration costs of the Fund and secondly, against any deficit caused by the delinquency of a contributing Employer and the balance shall be paid to the Association pro-rated on the basis of contributions into the Fund made by all Employers covered by this Agreement, on account of the Association's costs of negotiating and administering this Agreement. Payments into the Fund shall be made by the fifteenth (15th) day of the month following the month for which payment is due. The Chairmanship of the Trust Fund shall alternate annually between the Union and the Employer trustees.

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

- (i)** Administration costs;
- (ii)** Deficits;
- (iii)** A reserve fund shall be established and maintained based on the past history of deficiencies as agreed by the trustees;
- (iv)** The surplus, if any, to be distributed equally to the Association and the Union on an annual basis.

ARTICLE 12 - MERGER OF VACATION PAY FUNDS

12.01 The Universal Workers Union, L.I.U.N.A. Local 183 and the Association agree to merge the Local 183 Members' Vacation Pay Trust Fund and the Local 183 Civil Engineering Vacation with Pay Trust Fund, subject to acceptance and adoption by the Trustees thereof, in accordance with Section 6.03 of the Trust Agreements establishing both Funds.

ARTICLE 13 - PAYMENT OF WAGES

13.01 (a) All time books are to be closed weekly.

(b) Employees shall be paid weekly. In the event that payment is by cheque, pay day shall not be later than Thursday. Payment shall be accompanied by a slip outlining all hours of work, overtime hours, hourly rate, deduction for income tax, unemployment insurance, pension, etc. where applicable.

(c) In the case of layoff or dismissal, all employees will receive one (1) hour notice in advance. When an employee quits a job, he shall give the Employer one (1) hour notice.

(d) Whenever an Employment Insurance Separation Certificate and pay cheque is not given to employees at the time of termination, they shall be sent by the Employer to the employee by registered mail to his last known address within seventy-two (72) hours from the time of termination.

ARTICLE 14 - SAFETY, SANITATION AND SHELTER

14.01 (a) Every Employer shall provide a proper and adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch and store their clothing. It is further agreed that the lunch room facilities shall be separated by a partition from the area in which the clothing is stored. Water, towels and soap shall be available at all times. It is clearly understood that the place of shelter shall not be used for any other purpose, such as storage of tools, etc. Sanitary toilets shall be provided in accordance with the

regulations of the *Occupational Health and Safety Act*, as amended, and if located near the lunch room, shall be separated by a partition. The Employers agree to provide the above facilities before production work commences on the project. It is agreed that these facilities shall be on or in the vicinity of the working area.

Without in any way limiting the generality of the above, in the case of welders, employed by the Employer, the special clothing and protective equipment which the Employer is required to supply shall include the following:

- Suitable gloves for welding
- Leather sleeved or welding jackets
- Safety helmets and welding masks
- Cutting goggles
- All equipment required for normal welding duties

(b) In co-operation with the Employer's overall program of Accident Control and Prevention, the Job Steward and Health and Safety Representative may report to the Foreman for immediate corrective action of any unsafe conditions, unsafe acts or violation of safety regulations. Safe working conditions are primarily the responsibility of Management; therefore all supervisory personnel shall be made aware of all safety regulations and see that they are carried out.

(c) Every employee shall, as a condition of employment, be required to wear a Safety Helmet of an approved type. The Employers agree said helmets will be supplied by them at no cost to the employee. If an employee at termination of employment does not return said helmet, he shall be charged at cost.

(d) Every employee shall, as a condition of employment, own and wear suitable protective footwear. The Employer shall supply protective equipment required in the normal course of the employee's duties including special clothing such as suitable gloves, at no cost to the employee. The Employer shall provide leather safety boots to the employees covered by this Agreement at cost, which will be deducted from the employee's pay. It is further agreed that the Employer shall provide free of cost, rubber safety boots when necessary. The Union recognizes the right of Employers to economically supervise the distribution of the clothing provided and will co-operate with the Employers to prevent wasteful practices.

(e) A Safety Committee is to be established. This Committee will be composed of two (2) members of Universal Workers Union, L.I.U.N.A. Local 183, and two (2) representatives from the Association. Safety meetings, not to exceed one (1) per month, will be held and may be called by either party. A Safety Committee may be established by the Union on projects with twenty (20) employees or more coming within the jurisdiction of this Agreement, provided that there is no more than one (1) committee per project.

(f) The Employer shall, at his own expense, furnish to any workman 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.

(g) An employee who is injured during working hours and who is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

(h) Locktenders' shift reports will be kept in ink.

(i) The trucks to be used to transport employees will be enclosed 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.

(j) 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.

(k) On projects where the Company is required under Article 14.01(a) to provide locked up facilities for employees to store their tools and clothing the Company will reimburse an employee up to three hundred and fifty dollars (\$350.00) for loss due to fire, or theft resulting from a break-in to such locked up facilities. In all cases the employee must provide a written and signed statement substantiating the amount of the loss.

14.02 Each member shall be required to carry and present to his Employer on attending at the job site a Health and Safety Training Record indicating the training he has received.

14.03 No entertainment devices—such as cell phones, blackberries, iPods, and/or similar devices, shall be used during working hours, nor shall they be turned on, except during lunch breaks, regular work breaks, job site emergencies, or where prior approval is obtained from the employee’s supervisor.

ARTICLE 15 - ERGONOMICS TRAINING

15.01 (a) As a condition of employment, newly-hired employees shall be required to attend and complete the ergonomics training course offered by the Labourers’ Local 183 Members Training Fund.

(b) On-site supervisory personnel of any Employer shall be required to attend and complete the ergonomics training course offered by the Labourers’ Local 183 Members Training Fund.

(c) Union Stewards shall be required to attend and complete the ergonomics training course offered by the Labourers’ Local 183 Members’ Training Fund.

(d) The Union shall ensure that in issuing a referral slip under Article 5, the employee has taken the ergonomics training course or that arrangements have been made to comply with (a) hereof.

(e) All of the above training shall not be performed on company time.

ARTICLE 16 - THE OCCUPATIONAL AND REHABILITATION HEALTH CLINIC FUND

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

ARTICLE 17 - BUSINESS AGENT AND SHOP STEWARD

17.01 The Business Agent of the Union shall have access to all jobs during working hours, but in no case shall his visits interfere with the progress of the work. When visiting a job, he will first advise the superintendent or other supervisory personnel of the Employer.

17.02 No discrimination shall be shown against any Shop Steward for carrying out his duties but in no case shall his duties interfere with the progress of the work. It is agreed that a Shop Steward may be appointed on all jobs of an Employer by a business agent of the Union on the basis of one (1) Shop Steward to twenty (20) employees or major fraction thereafter [on tunnel projects one (1) Shop Steward for up to two (2) mining crews per shift will be recognized] and shall notify the job Superintendent at once (or the Foreman on the job if there is no job Superintendent) before he can be recognized. Such appointment shall be confirmed by the Union in writing to the Employer within seven (7) working days thereafter. By mutual

agreement of the parties, where conditions require it, additional Stewards may be appointed. The Shop Steward, all other things being equal, shall be one (1) of the last two (2) men retained by the Employer on the shift if competent to perform the available work remaining. The Shop Steward on each job will be responsible for reporting any disputes to the Employer and Union Representative, so that these can be taken up in the proper manner without delay.

17.03 It is agreed that the Shop Steward will not be excluded from a gang for overtime work, provided he is able to do the work required. It is further agreed that there will be at least one (1) Shop Steward (or Acting Shop Steward) on the project at all times while work is in progress provided that the Steward (or Acting Steward) is able to do the work required. The Union will be notified when a Shop Steward is to be laid off or discharged.

ARTICLE 18 - NO STRIKES, NO LOCKOUTS

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

ARTICLE 19 - GRIEVANCE PROCEDURE

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

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

Step No. 1

Within twenty (20) working days after the circumstances giving rise to the grievance occurred or originated, [save and except grievances arising out of discharge cases in which case the grievance shall be brought forward within ten (10) working days of the employee being notified of his discharge, and save and except monetary and benefit grievances as defined in Section 19.03(a)

and administered under Section 19.03(b) and 19.03(c) below], the aggrieved employee, with his business representative, may present his grievance, which shall be reduced to writing, to the Employer. Should no settlement satisfactory to the employee be reached within ten (10) full working days, the next step in the grievance procedure may be taken at any time within ten (10) working days thereafter.

Step No. 2

The Union Grievance Committee, if it considers it a valid grievance, may submit the grievance to a committee of the Association and the respective committees shall meet within five (5) working days thereafter in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting, the grievance may be submitted to arbitration as provided in Article 20 below at any time within twenty (20) working days thereafter or referred to the Ontario Labour Relations Board for arbitration pursuant to Section 133 of the *Labour Relations Act* within reasonable time which shall not be more than twenty (20) working days thereafter.

19.03 (a) Monetary grievances are defined as those arising under this Agreement involving payment for hours of work, rates of pay, overtime, shift premiums, travelling expenses, room and board allowances and reporting allowances, but do not include grievances arising out of classification assignment. Benefit grievances are defined as those arising under this Agreement involving payment of pension and welfare contributions, union dues, working dues, industry and training fund, and vacation and statutory holiday pay.

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

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

ARTICLE 20 - ARBITRATION

20.01 The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 19 above which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

20.02 The Board of Arbitration will be composed of one (1) person appointed by the Association, one (1) person appointed by the Union and a third (3rd) person to act as Chairman chosen by the other two (2) members of the Board.

20.03 The party requesting arbitration shall name its appointee at the time of requesting arbitration, and the other party shall name its appointee within two (2) working days thereafter.

20.04 Should the person chosen by the Association to act on the Board and the person chosen by the Union fail to agree on a third (3rd) member as Chair within five (5) days of the notification mentioned above, the Minister of Labour of the Province of Ontario will be asked to nominate an impartial person to act as Chairman.

The decisions of the Board of Arbitration or a majority of such Board constituted in the above manner shall be binding on the employee, the Union, the Association and the Employers.

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

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.

- (a) The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated, shall be set out in the written record of the grievance and not be subject to change in later steps;
- (b) In determining the time which is allowed in the various steps, Sunday and Statutory Holidays shall be excluded, and any time limits may be extended by agreement in writing;
- (c) If advantage of the provisions of Articles 19 and 20 hereof is not taken with the time limits specified therein or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.

ARTICLE 21 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES

21.01 (a) It is understood that an Employer and/or the Association 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 and referred to arbitration in the same way as a grievance of any employee. Such grievance shall be processed at Step No. 2 of the Grievance Procedure set out in Article 19 hereto.

(b) A Union grievance which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit in regard to which a number of employees have signified an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in writing in the same manner and within the same time limits as in the case of an employee grievance. Such grievance shall be processed at Step No. 1 of the Grievance Procedure as set out in Article 19 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 22 - GOVERNMENT LEGISLATION

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

ARTICLE 23 - PRODUCTIVITY

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

ARTICLE 24 - REPORTING ALLOWANCE

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

(b) Two (2) hours pay shall be paid by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site but work is not available due to inclement weather, provided the employee remains on the job for two (2) hours

after 7:00 a.m. or remains on the job for two (2) hours after his designated starting time. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day. When work starts late but within two (2) hours of the normal starting time, employees shall be paid from the normal starting time. If work starts later than two (2) hours after the normal starting time, employees shall be paid from the actual time work started, plus two (2) hours reporting time.

In the event the employee commences work and work cannot proceed for any reason then the employee shall receive four (4) hours pay.

(c) An employee directed to work after the noon lunch period and who commences to work shall receive four (4) hours pay at the applicable hourly rate and shall also remain at other work if requested by the foreman. This provision does not apply when lack of work results from inclement weather.

Note: See Letter of Understanding No. 9

(d) An employee directed to wait on the job site by his Employer will be paid for such waiting time.

ARTICLE 25 - COFFEE AND LUNCH BREAKS

25.01 (a) An employee will be allowed to have one (1) coffee break of ten (10) minutes during each half of his working shift. An employee will be allowed a ten (10) minutes rest period if required to work more than two (2) hours beyond the end of his shift.

(b) Regular day shift employees shall be allowed one (1) half-hour lunch break between 12:00 noon and 1:00 p.m., except where different hours are being worked on a two (2) or three (3) shift operation. It is understood that no employee shall be required to work more than five (5) consecutive hours without a meal break.

25.02 An employee required to work more than two (2) hours beyond the end of his shift shall be allowed to have one additional break of ten (10) minutes.

ARTICLE 26 - WELFARE, LONG TERM CARE, RETIREE BENEFITS, PENSION AND CECOF

26.01 (a) The Employers agree to pay into the 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, dental, medical and similar benefits, for the employees covered by this Agreement, represented by the Union as follows:

(i) Board Area 8

Effective May 1, 2010 - two dollars and twenty-five cents (\$2.25) per hour;

Effective May 31, 2010 - two dollars and thirty cents (\$2.30) per hour;

Effective May 2, 2011 - two dollars and thirty-five cents (\$2.35) per hour;

Effective May 1, 2012 – two dollars and forty cents (\$2.40) per hour.

(ii) Simcoe County

Effective May 1, 2010 - two dollars and twenty-five cents (\$2.25) per hour;

Effective May 31, 2010 - two dollars and thirty cents (\$2.30) per hour;

Effective May 2, 2011 - two dollars and thirty-five cents (\$2.35) per hour;

Effective May 1, 2012 – two dollars and forty cents (\$2.40) per hour.

(b) It is understood that the amounts mentioned in Article 26.01(a) include five cents (\$0.05) per hour into the Tri-Fund.

(c) It is understood that the amounts mentioned in Article 26.01(a) also include ten cents (\$0.10) per hour into the Seniors Fund.

(d) Long Term Care

The Employer agrees to contribute the following amounts for each hour worked by employees covered by this Agreement to the Local 183 Members' Benefit Fund for the purpose of purchasing benefits for Long Term Care:

(i) Board Area 8

Effective May 1, 2006 – sixty cents (\$0.60)

(ii) Simcoe County

Effective May 1, 2006 – sixty cents (\$0.60)

(e) Retiree Benefits

The Employer agrees to contribute the following amounts for each hour worked by employees covered by this Agreement to the Universal Workers Union, Local 183 Retiree Benefit Trust Fund for the purpose of purchasing Retiree Benefits:

(i) Board Area 8

Effective May 31, 2010 – twenty cents (\$0.20);
Effective May 1, 2012 – twenty-five cents (\$0.25).

(ii) Simcoe County

Effective May 31, 2010 – twenty cents (\$0.20);
Effective May 1, 2012 – twenty-five cents (\$0.25).

The Employer shall remit contributions to the Labourers' Local 183 Members' Benefit Fund monthly, together with a duly-completed Employer Contribution Report Form, by the fifteenth (15th) day of the month following the month for which payment is due.

26.02 (a) Pension

The Employer agrees to contribute the following amounts for each hour worked by employees covered by this Agreement into the Labourers' Pension Fund of Central and Eastern Canada:

(i) Board Area 8

Effective May 1, 2010 - seven dollars and twenty-five cents (\$7.25) per hour;

Effective May 31, 2010 - seven dollars and seventy-five cents (\$7.75) per hour;

Effective May 2, 2011 - eight dollars and twenty-five cents (\$8.25) per hour.

(ii) Simcoe County

Effective May 1, 2010 - six dollars and sixty-five cents (\$6.65) per hour;

Effective May 2, 2011 - seven dollars and fifteen cents (\$7.15) per hour;

Effective May 1, 2012 - seven dollars and sixty-five cents (\$7.65) per hour.

26.02 (b) Central and Eastern Canada Organizing Fund (CECOF)

The Employer agrees to contribute the following amounts for each hour worked to CECOF:

Effective May 1, 2010, the Employer shall pay twenty-five cents (\$0.25) for each hour worked;

Effective May 31, 2010, the Employer shall pay twenty-five cents (\$0.25) for each hour worked;

The Employer shall remit Pension and CECOF contributions to the Labourers' Pension Fund of Central and Eastern Canada monthly, together with a duly-completed report form, by the fifteenth (15th) day of the month following the month for which payment is due.

26.03 The Employers shall inform the Trustees of the Members' Benefit Fund and the Pension Fund of any worker who is absent from work because of injury and who is entitled to receive benefits under the *Workplace Safety and Insurance Act, 1997* as a result of an accident by including the following information on the next monthly contribution reports filed with the administrators of the said Fund following the accident, namely:

- (i) the name, social insurance number and last known address of such worker;

- (ii) the date when and the location where the accident occurred;
- (iii) the Workplace Safety and Insurance Board claim number for such worker and proof from the said Board that the worker is entitled to receive benefits under the *Workers' Compensation Amendment Act, 1989*.

26.04 Interest at the rate of two percent (2%) per month is due and payable on failure of an Employer to make payments due to the Benefit Fund in accordance with Article 26.01. Interest at the rate of two percent (2%) per month is due and payable on failure of an Employer to make payments due to the Pension Fund in accordance with Article 26.02. Interest charged shall not exceed twenty-four percent (24%) per annum.

ARTICLE 27 - PRE-PAID LEGAL PLAN

27.01 (a) The Employer agrees to pay the sum of ten cents (\$0.10) for each hour worked by each employee covered by this Agreement to the Local 183 Prepaid Legal Benefits 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.

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

ARTICLE 28 - HARMONIZED SALES TAX

28.01 The Employer agrees to pay harmonized sales tax on contributions to the Local 183 Members' Benefit Fund and remit such taxes to the said Fund together with the contributions on which such tax is paid.

ARTICLE 29 - TRANSFER OF FUNDS

29.01 During the lifetime of this Agreement, the Union shall have the right, subject to the approval of the Trustees, at any time to require the Employer to change the amounts of the contributions to any Trust Funds other than the Vacation with Pay Trust Fund by transferring any portion of the contribution required to be made to any particular Trust Fund to any other Trust Fund provided that there shall be no increase in the total monetary contributions required to

be made under this Agreement and also provided that the Trust Fund to which contribution is redirected to, is part of this Collective Agreement.

ARTICLE 30 - AMENDMENT PROVISIONS OF TRUST AGREEMENTS

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

(a) Section 8.01 of the Agreement of Declaration and Trust made as of October 1, 1980, as amended, establishing the Local 183 Members' Benefit Fund.

(b) Section 8.01 of the Agreement and Declaration of Trust made as of the 1st day of May, 1977, establishing the Local 183 Members' Training and Rehabilitation Fund, as amended.

(c) Local Union 183 Civil Engineering Vacation with Pay Trust Fund (the "Fund"), that Section 4.03(h) of the Agreement and Declaration of Trust made as of the 1st day of July, 1976, as amended, establishing the said Fund.

30.02 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%) of the Party Associations provided that if the Trust Agreement is so amended by agreement involving at

30.03 least sixty percent (60%) but less than one hundred percent (100%) of the Party Associations, any Association which claims it will suffer hardship as a result of such amendment may refer within fifteen (15) days the issue to an arbitrator appointed by mutual agreement, in which case the arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate its claim. If the parties cannot agree upon an arbitrator, the Office of Arbitration will be asked to appoint an arbitrator for them within fifteen (15) days thereafter.

ARTICLE 31 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT

31.01 An employee injured in the performance of his duties will resume his regular work when medically fit to do so if work is available and he applies. The job of an injured worker shall be deemed to be available if upon his return any work within his classification on any project under this Agreement, is being performed by an employee who, subsequent to the time of injury was hired by the Employer or transferred or otherwise assigned to perform any work within the said classification on any project covered by this Agreement. An employee who claims he has been denied employment contrary to this provision may have recourse to the Grievance and Arbitration procedures as set out in Articles 19 and 20 of this Agreement.

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

31.02 The parties agree to the establishment within three (3) months of the signing of this Agreement, of a joint committee of equal representatives of the Toronto and Area Road Builders' Association, The Greater Toronto Sewer and Watermain Contractors' Association, The Heavy Construction Association of Toronto and The Utility Contractors' Association of Ontario and the Union, for the purpose of exploring the possibilities of finding light work within the industry for injured workers. Any decisions reached by the said joint committee and approved by the Association and the Union shall be

binding upon all Employers bound by this or a similar or like collective agreement.

ARTICLE 32 - INDUSTRY AND TRAINING

Each Employer bound by this Agreement or a like agreement adopting in substance but not necessarily in form, the terms and conditions herein, shall contribute the sum of forty-five cents (\$0.45) per hour for each hour worked by each employee covered by this Agreement or such like agreement, and remit monthly to the Local 183 Members' Training and Rehabilitation Fund such contributions together with a duly completed Employer's report form, by the fifteenth (15th) day of the month following the month for which the payments are due, as follows:

(a) Each Employer bound by this Agreement or a like agreement shall pay the sum of twenty cents (\$0.20) per hour for each hour worked by each employee covered by this Agreement or such like agreement to the Local 183 Members' Training and Rehabilitation Fund. Such amounts shall be immediately paid to the Association by the Trustees of the Local 183 Members' Training and Rehabilitation Fund as such Employer's contribution to the cost of negotiating and administering this Agreement.

(b) The sum of twenty-five cents (\$0.25) for each hour worked by each employee covered by this Agreement or such like agreement, into the Local 183 Members' Training and Rehabilitation Fund, jointly administered by an equal number of management and union trustees one of which management trustees shall be appointed by the Association.

(c) The parties agreed that a joint committee shall be struck to initiate an apprenticeship programme in conjunction with the Ministry of Education and Training which shall include an appropriate training procedure with hours and rates of pay within ninety (90) days of the signing of this Collective Agreement.

ARTICLE 33 - INDUSTRY GRADING

The parties agree to continue with the joint committee of equal representatives of the Association and the Union for the purpose of issuing recognized identification cards noting the employee's classification. The issuance of such cards will be based upon the certifications given by Employers in the Heavy Engineering Sector and/or such criteria or such standards as the Committee may adopt from time to time. The Committee shall continue to determine which classifications contained in the groups in Schedule "A" and "B" hereto

shall be subject to this procedure. *See letter attached to this Agreement.*

ARTICLE 34 - TRAVEL ALLOWANCE

34.01 The geographic area of this agreement will be divided into the following zones:

(a) **Zone 1** - The area bounded on the east by the west boundary of Markham Road, on the west by the west boundary of the Highway 427, and on the north by the south boundary of Steeles Avenue. No travel expenses will be paid for work done within Zone 1.

(b) **Zone 2** - In regard to travelling expense for work outside Zone 1, but within a fifty (50) kilometre radius including the Town of Newmarket, employees will be granted ten dollars (\$10.00) per day travelling allowance when company transportation is not supplied. No travelling expenses will be paid to employees whose normal place of residence is in the same township as that in which the job is located.

(c) **Zone 3** - In regard to travelling expense in the fringe area, outside the fifty (50) kilometre radius including the Town of Newmarket and up to one hundred (100) kilometres, the employee will be paid at the rate of forty cents (\$0.40) per road kilometre one way, from the Toronto City Hall to the job site. Such payment is in lieu of room and board and is not paid when company transportation to the job is supplied and straight time is paid to the employee.

(d) Room and Board - It is understood that if the Employer requires an employee to be out of town overnight, the Employer will provide suitable room and board for the employee up to a maximum of eighty dollars (\$80.00) per day with no limit.

(e) It is understood and agreed that when an employee works in a Board Area (including Board Areas not otherwise referred to herein), in which he does not regularly work, 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 the employee, in which case the more beneficial terms and conditions shall apply.

(f) Where the Employer supplies transportation and where an employee is required by his Employer to report to a yard or assembly point within Toronto before going to a job outside of Toronto, the employee will be paid at straight time while travelling to and from the job in excess of fifteen (15) minutes each way.

34.02 Downtown Parking - Employees required to work on projects within the downtown area of Toronto (defined as that area bounded by Dufferin Street on the West, Bloor Street on the North and Don Valley Parkway on the East), and for whom no transportation is provided, the Employer shall provide parking or refund to the employee upon presentation of a valid receipt for parking expenses paid by the employee the amount of the receipt to a maximum of seven dollars and fifty cents (\$7.50) per day.

**ARTICLE 35 - DEEMED ASSIGNMENT OF COMPENSATION UNDER THE
EMPLOYMENT STANDARDS AMENDMENT ACT, 1991**

35.01 The Trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Association 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 36 - DELINQUENCIES

(a) In the event an Employer fails to remit any contributions or deductions for the Benefit Plan, Pension Plan, Prepaid Legal, dues, fees, Training Fund, Working Dues Check-Off, or Industry Fund, the Employer shall pay to the appropriate fund as liquidated damages and not as a penalty an amount equal to two percent (2%) [twenty-four percent (24%) per annum] per month compounded monthly for any delinquent contributions, deductions or remittances fifteen (15) days in arrears calculated from the date due, provided the Employer has received five (5) days prior written notice to correct such delinquency and has not done so.

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

(c) If the Employer does not submit the certified audited statement as per Article 36(b), the Trustees may appoint an independent chartered accountant or other qualified person to enter

upon the Employer's premises during regular business hours to perform an audit of the Employer's records only with respect to the Employer's contributions or deductions to the required Employee Benefit Plan, Pension Plan, dues, fees, Working Dues Check-Off, and Industry Fund.

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

(e) In the event such audit reveals that the Employer has failed to remit contributions in accordance with the provisions of this Agreement, the Employer shall, within five (5) days of receipt of Written notice from the Trustees, remit all outstanding contributions together with any liquidated damages required under the terms of Article 36(a) above and completed supporting contribution report forms as required by the Plan.

(f) When an Employer fails to remit all delinquent contributions, the provisions of Article 36(e) shall apply to the Union, on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employers under the *Labour Relations Act* of Ontario. All costs of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.

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

certified cheque does not satisfy the full amount of the delinquency, the Union may take other proceedings to recover the balance.

(h) If an Employer does not have any employees in his employ, he shall submit a Nil report in accordance with the provisions of Article 36(e).

ARTICLE 37 - CONSTRUCTION CRAFT WORKER APPRENTICESHIP

37.01 The purpose of this Article is to provide a program to train skilled tradesmen by making provisions for Apprentices in the Heavy Construction sector as per Articles 4(a), 4(b) and 4(f) of this Agreement.

37.02 Apprentice(s) means an employee(s) within the Local 183 classifications considered to be in the training stage of his (their) career(s) by Local 183. Except as allowed for in Articles 37.07 and 37.08 below, all Apprentices shall be registered as such with Local 183 prior to being employed as Apprentices by any Employer.

37.03 When the Employer wishes to employ an Apprentice, the Employer shall make a request to the Local 183 Life Long Learning Centre. The Life Long Learning Centre shall make immediate efforts to dispatch an Apprentice within five (5) days of receipt of the request. Any person not dispatched in accordance with this Article shall not be considered to be an Apprentice for the purposes of this Agreement except as provided for in Articles 37.06 and 37.07 below.

37.04 The said Apprentices shall be obliged to attend all relevant Health and Safety Training Programs offered at the Local 183 Life Long Learning Centre on their own time at no cost to the Employer.

37.05 Training Requirements

	Rate	Hours
Phase 1	60% of full rate	0 - 800 hours
Phase 2	75% of full rate	800 - 1600 hours
Phase 3	85% of full rate	1600 - 2400 hours

Above 2400 hours and successful completion of the exam, the full rate will apply.

37.06 If the Union cannot supply such Apprentices to the Employer under Article 37.03, the Employer has the right to employ Apprentices from other sources. Such persons shall, as a condition of employment, and continued employment, be required to apply for membership in Local 183 and become registered as Apprentices within ten (10) working days of hiring.

37.07 If the Union cannot supply such Apprentices resident in Simcoe County for work in Simcoe County to the Employer under Article 37.03, the Employer has the right to employ Apprentices from other sources. Such persons shall, as a condition of employment, and continued employment, be required to apply for membership in Local 183 and become registered as Apprentices within ten (10) working days of hiring.

37.08 The Employer has the right to hire one (1) Apprentice per five (5) employees in the Local 183 portion of the bargaining unit.

37.09 Any person who is not registered as an Apprentice in accordance with the provisions of Articles 37.02, 37.07 or 37.08 (whichever is applicable) shall receive the full rate for the relevant period of employment.

3.10 If the ratio set out in Article 37.08 is not complied with, then all Apprentices shall receive the full rate for the relevant period of employment.

3.11 It is agreed that prior to laying off any full-rate employees, all Apprentices will be laid off. It is further agreed that a full-rated employee who has been laid off by the Company within two (2) months of the date of recalling or employing any Apprentice will be offered recall prior to recalling or employing any Apprentice. It is further agreed that prior to requesting or employing any new Apprentices, the Company will offer recall to any Apprentices which it has laid off within two (2) months, providing that such Apprentices are capable of performing the available work.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to affix their signatures this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

SCHEDULE "A"

Applying to Heavy Construction work as defined in Article 3 of the Agreement but excluding all tunnel work covered under Schedule "B" and Field Precast manufacturing work covered by Schedule "C" of this Agreement attached hereto.

ARTICLE 1 - WORK WEEK, WORK DAY

The regular working day shall be eight and one-half (8½) hours per day and subject to variation by mutual consent of the parties, shall be between 7:00 a.m. and 5:00 p.m., from Monday to Friday, inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty-two and one-half (42½) hours and work outside these hours shall be overtime work, save and except the provisions of this Agreement relating to shift work.

With regard to heaters and pumps being operated on a three (3) shift basis, it is agreed that the first six (6) shifts in each week (Monday to Saturday inclusive) will be paid at straight time. Sundays will be paid for at double time (2 x).

ARTICLE 2 - OVERTIME

All work performed in excess of the regular working day of eight and one-half (8½) hours from Monday to Friday inclusive, shall be deemed overtime work. The rate of wages shall be time and one-half (1½ x) the regular day shift rate.

All work on Saturdays shall be paid for at double (2 x) the regular day shift rate.

Where three (3) shifts are working involving payment of Saturday or Sunday overtime under the provisions of this Agreement, it is agreed that shift premium where applicable, will be paid in addition to overtime. It is further agreed and understood that

on a two (2) or three (3) shift operation or shifts starting after 6:00 p.m., the tenth (10th) or fifteenth (15th) shift as the case may be, may be worked at straight time on Saturday until 7:00 a.m. provided, however, that the applicable shift premium shall be paid.

ARTICLE 3 - SHIFT WORK

All second (2nd) shift work to be paid at time and one-eighth (1-1/8) the regular day shift rate, and all third (3rd) shift work and shifts starting after 6:00 p.m. to be paid at time and one-seventh (1-1/7) the regular day shift rate.

ARTICLE 4 - WAGES

Hourly wage rates for Board Area 8 during a regular day shift working period shall be:

Wage Classification	May 1, 2010	May 31, 2010	May 2, 2011	May 1, 2012
<p>Group 1 - Labourers, including labourers on stripping on all form work, erecting and dismantling of all tubular scaffolding, and wire mesh installers, carpenter's labourers, epoxy injector, group-pointer-painter, mortar-man, dinky motorman, small mixers (under 1 yard), concrete workers (screedman, puddler, floatman), farm tractor driver, mixer man and grout pumpman including non-self-propelled slurry pumps, mini skid steer loaders and mini backhoes of 50 h.p. and under and similar small equipment, pitbottom man, signalman, all machinery-driven tools by gas, electric and air, in open cut work, pipelayer's helper pumps - 3" and under, heater man (under 500,000 BTU and in groups of 4 or less); forklift operator; grout plant operator on surface.</p>	\$32.54	\$33.12	\$33.70	\$34.96
<p>Group 2 - Scootcrete, sheeting and shoring man, timberman in trench, labourers on well-points, pipelayers, manhole constructor and valve chamber constructor.</p>	\$32.79	\$33.36	\$33.94	\$35.20
<p>Group 3 - Reinforced concrete workers, and form setters jackhammerman, concrete vibrator man, hydro demolisher man; carpenter improver.</p>	\$32.84	\$33.42	\$34.00	\$35.26

Collective Agreement: Heavy Construction

Group 4 - Pile installation - all types, steel strut installer and dismantler, concrete-cement finisher, precast installer, erector and finisher including post tensioning, rigging of components and sandblasting, rigger burner, pit miner, drillers of all types, wagon drillers in caissons, underpinning or shaft sinking, lead man - pile driving, grout man, gunite and shotcrete man, sandblaster, mixermen and grout pumpman including non-self-propelled slurry pumps, shear-stud installer.	\$32.94	\$33.52	\$34.10	\$35.36
Group 5 - Carpenter, welder (certified), (Rod or Semi-Automatic)	\$34.54	\$35.12	\$35.70	\$36.96
Group 6 - Welder with own rig (Rod or Semi-Automatic)	\$54.02	\$54.60	\$55.18	\$56.44
Group 7 - Flagperson	\$19.63	\$20.21	\$20.79	\$22.05
Group 8 - Watch Person (for 6 night's duty, 50 hours per week).	\$781.00	\$781.00	\$781.00	\$781.00

Board Area 8

All Working Foremen will receive a minimum of two dollars (\$2.00) per hour above the trade rate of the majority of the employees in the group supervised.

If an employee works more than fifty percent (50%) of his shift on a higher rated job than his regular classification, he will be paid the higher rate for the whole shift.

A qualified employee shall be paid the rate for the work to which he is assigned.

WAGES AND CLASSIFICATIONS - SIMCOE COUNTY

Hourly wage rates for Simcoe County during a regular day shift working period shall be:

Wage Classification	May 1, 2010	May 31, 2010	May 2, 2011	May 1, 2012
<p>Group 1 - Labourers, including labourers on stripping on all form work, erecting and dismantling of all tubular scaffolding, and wire mesh installers, carpenter's labourers, epoxy injector, group-pointer-painter, mortar-man, dinky motorman, small mixers (under 1 yard), concrete workers (screedman, puddler, floatman), farm tractor driver, mixer man and grout pumpman including non-self-propelled slurry pumps, mini skid steer loaders and mini backhoes of 50 h.p. and under and similar small equipment, pitbottom man, signalman, all machinery-driven tools by gas, electric and air, in open cut work, pipelayer's helper pumps - 3" and under, heater man (under 500,000 BTU and in groups of 4 or less); forklift operator; grout plant operator on surface.</p>	\$22.05	\$22.54	\$22.58	\$22.71
<p>Group 2 - Scootcrete, sheeting and shoring man, timberman in trench, labourers on well-points, pipelayers, manhole constructor and valve chamber constructor.</p>	\$23.95	\$24.44	\$24.48	\$24.61
<p>Group 3 - Reinforced concrete workers, and form setters jackhammerman, concrete vibrator man, hydro demolisher man; carpenter improver.</p>	\$23.95	\$24.44	\$24.48	\$24.61

Collective Agreement: Heavy Construction

Group 4 - Pile installation - all types, steel strut installer and dismantler, concrete-cement finisher, precast installer, erector and finisher including post tensioning, rigging of components and sandblasting, rigger burner, pit miner, drillers of all types, wagon drillers in caissons, underpinning or shaft sinking, lead man - pile driving, grout man, gunite and shotcrete man, sandblaster, mixermen and grout pumpman including non-self-propelled slurry pumps, shear-stud installer.	\$23.95	\$24.44	\$24.48	\$24.61
Group 5 - Carpenter, welder (certified), (Rod or Semi-Automatic)	\$24.95	\$25.44	\$25.48	\$25.61
Group 6 - Welder with own rig (Rod or Semi-Automatic)	\$44.43	\$45.01	\$45.05	\$45.18
Group 7 - Flagperson	\$18.16	\$18.64	\$18.68	\$18.81
Group 8 - Watch Person (for 6 night's duty, 50 hours per week).	\$708.50	\$708.50	\$708.50	\$708.50

Simcoe County

All Working Foremen will receive a minimum of two dollars (\$2.00) per hour above the trade rate of the majority of the employees in the group supervised.

If an employee works more than fifty percent (50%) of his shift on a higher rated job than his regular classification, he will be paid the higher rate for the whole shift.

A qualified employee shall be paid the rate for the work to which he is assigned.

SCHEDULE "B"

*Applying to Heavy Construction Tunnels and T.T.C.
Subway Tunnel Work.*

ARTICLE 1 - WORK WEEK

The regular work week will start not earlier than 7:00 a.m. on Monday, and the regular working day, subject to variation by mutual consent of the parties, shall be between 7:00 a.m. and 5:00 p.m., from Monday to Friday, inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty (40), and work outside these hours shall be overtime work, save and except the provisions of this Agreement relating to shift work.

ARTICLE 2 - OVERTIME

All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive, shall be deemed overtime work. The rate of wages shall be time and one-half (1½ x) the regular day shift rate.

All work on Saturday shall be paid for at double (2 x) the regular day shift rate, except where shift work is in operation. Time worked after midnight Friday night shall be paid for at the rate of time and one-half (1½ x) in respect of a shift commencing Friday evening and terminating not later than 7:00 a.m. on Saturday morning. All work on Sundays and Statutory Holidays shall be paid for at double (2 x) the regular day shift rate.

ARTICLE 3 - SHIFT WORK

Where three (3) shifts are worked, the shift times shall be as follows, subject to variation by agreement of the Union and an Employer:

1st shift:	7:00 a.m. - 3:00 p.m.
2nd shift:	3:00 p.m. - 11:00 p.m.
3rd shift:	11:00 p.m. - 7:00 a.m.

On such three (3) shift tunnelling operations, it is agreed the meal break will be paid.

Where three (3) shifts are working involving payment of Saturday or Sunday overtime under the provisions of this Agreement, it is agreed that shift premium, where applicable, will be paid in addition to the overtime.

All second (2nd) shift work to be paid at time and one-eighth (1-1/8 x) the regular day shift rate, and all third (3rd) shift work to be paid at time and one-seventh (1-1/7 x) the regular day shift rate. On tunnel work, all hours worked on a second (2nd) shift after 11:00 p.m. will be paid at third (3rd) shift premium rate (time and one-seventh) [1-1/7], but this does not apply when the regular quitting time for the second (2nd) shift is 12:00 midnight.

ARTICLE 4 - WAGES - TUNNEL WORK

The rates of wages during regular day shift working periods on tunnel work shall be:

Wage Classification	May 1, 2010	May 31, 010	May 2, 2011	May 1, 2012
<p>Group 1 - Labourers (on surface) including labourers on stripping and tabular scaffolding, erectors, carpenter's helpers (on surface), classified labourers: (on surface) Dinky motorman, small mixers (under 1 yard), sheeting and shoring man, pipelayers helper, mortarman, concrete workers (screedman - puddler - floatman), form setters, farm tractor driver (no excavating attachment), mixer man and grout pumpman including non-propelled slurry pumps, mini skid steer loaders and mini backhoes of 50 h.p. and under and similar small equipment, signalman, deckman, pumps - 3" and under, hopperman (when needed), heater man (under 500,000 B.T.U. and in groups of 4 or less); carpenter improver; fork lift operator.</p>	\$34.84	\$35.42	\$36.00	\$37.26
<p>Group 2 - Pitbottom man, caulkers, cage-signalman, plain and reinforced concrete workman, scootcrete, underground labourers, muckers, loco-driver, labourers on well - points in tunnel, concrete vibrator man, pipelayer in tunnel, manhole constructor and valve chamber constructor in tunnel, rigger burner, chucktender, concrete smoother.</p>	\$35.39	\$35.96	\$36.54	\$37.80

Collective Agreement: Heavy Construction

Group 3 - Operators of Jackhammers and air-spades in tunnel, miners including jack-leg and stopper man, drillers - all types, locktenders, trackman, yard and materials man, diamond-driller, wagon driller, pit miner on caisson, underpinning or shaft sinking, sandblaster gunite man, shotcrete man, powder man, lead concrete man, lead caulker (where 4 or more caulkers are employed on one contract).	\$35.69	\$36.26	\$36.84	\$38.10
Group 4 - Slush driver, muck-machine driver, grout machine man and driver of concrete placing machine in tunnel, Scoop-Tram.	\$35.99	\$36.56	\$37.14	\$38.40
Group 5 - Lead miner, T.B.M. and micro tunnel operators, tunnel shield driver, tunnel mole driver, carpenter form builder-fabricator-erector, welder (certified) in tunnel (rod or semi-automatic).	\$38.09	\$38.66	\$39.24	\$40.50
Group 6 - Welder (certified) with own rig (rod or semi-automatic).	\$56.12	\$56.70	\$57.28	\$58.54
Group 7 - Flagperson	\$19.63	\$20.21	\$20.79	\$22.05
Group 8 - Watch Person (for 6 night's duty, 50 hours per week).	\$781.00	\$781.00	\$781.00	\$781.00

All Working Foremen will receive a minimum of two dollars (\$2.00) per hour above the trade rate of the majority of the employees in the group supervised.

If an employee works more than fifty percent (50%) of his shift on a higher rated job than his regular classification, he will be paid the higher rate for the whole shift.

A qualified employee shall be paid the rate for the work to which he is assigned.

When new types of equipment for which rates of pay are not established by this Agreement are put into operation and such similar equipment is being operated by members of the Union, the rates covering such operations shall be subject to negotiations between the parties and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of the Agreement.

ARTICLE 5 - PREMIUM RATES AND CONDITIONS IN COMPRESSED AIR

(a) The following sliding scale of premium rates shall apply to workers in compressed air. These rates are non-cumulative.

<u>Air Pressure</u>	<u>Premium per Shift</u>
1 - 14 lbs.	\$16.00
15 - 20 lbs.	\$19.50
21 lbs.	\$23.50

For air pressure over twenty-one (21) pounds, the Employer agrees to pay two dollars (\$2.00) per pound compressed air premium for each pound over twenty-one (21) pounds, in addition to the twenty-one (21) pound rate.

(b) Where employees are required to work in compressed air they shall receive a minimum nine (9) hours per day or shift; it being understood and agreed that the ninth (9th) hour shall be paid at straight time.

(c) Rest periods when working under air pressure are to be paid as specified by law, and no deduction will be made for a meal break falling in the rest period between the two (2) working periods.

(d) Where employees are required to have their lunch break underground in compressed air, the Employer agrees that a proper sanitary lunchroom facility shall be provided, heated when necessary, and separate from the work area. Potable water shall be provided at all times. Sanitary toilets shall be provided and shall not be located in or near the lunchroom area.

(e) Hot beverages:

(i) The Employers shall, at their own expense, supply sugar and hot beverages for employees working in compressed air during rest periods;

(ii) Containers and cups for the beverages required as outlined above shall be maintained in a clean and sanitary condition and kept stored in a closed container.

ARTICLE 6 - PRODUCTIVITY PREMIUM

(a) The Employer agrees to negotiate with the Union any incentive bonus system before implementing it, provided that the Union's Negotiating committee will consist of, but not limited to, lead miners.

(b) It is further understood that any incentive bonus premium schedule is part of the Collective Agreement and therefore subject to the same provisions, such as grievance procedure, etc.

(c) Incentive bonus premium shall be paid over and above the employee's hourly rate, overtime premium, shift premium, compressed air premium, vacation with pay, travelling expense, welfare and pension contributions.

ARTICLE 7 - DECKMAN

It is agreed by the parties hereto, that on all tunnel projects there shall be a member of the Union at the top of the shaft employed as a deckman when work is in progress.

SCHEDULE "C"

A Schedule applying to Field Precast Manufacturing Operations, which shall include work pertaining to: site preparation, site restoration, erection and dismantling of temporary facilities, and all operations pertaining to field manufacturing, yard storage and handling of precast concrete products and components for heavy construction. This Schedule does not apply when precast units are supplied or purchased, provided such precast units are manufactured off-site.

ARTICLE 1 - HIRING OF EMPLOYEES

As provided for in Article 5, Section (b) of the Agreement.

ARTICLE 2 - WORK WEEK, WORK DAY

The regular working day shall be nine (9) hours per day and subject to variation by mutual consent of the parties, shall be between 7:00 a.m. and 7:00 p.m., from Monday to Friday, inclusive. Any work done outside these hours shall be overtime or shift work. The maximum number of working hours per week shall be forty-five (45) hours and work outside these hours shall be overtime work, save and except the provisions of this Agreement relating to shift work. It is agreed and understood that the tenth (10th) shift of a two (2) shift operation and the fifteenth (15th) shift of a three (3) shift operation may be worked at straight time on Saturday until 7:00 a.m. provided, however, that the applicable shift premium shall be paid.

ARTICLE 3 - OVERTIME

All work performed in excess of the regular working day of nine (9) hours from Monday to Friday, inclusive, and all work performed on Saturday, shall be deemed overtime work. The rate of wages for overtime work shall be time and one-half (1½ x) the regular day shift rate.

Watchmen

Watchmen shall receive overtime payment at the rate of time and one-half (1½ x) the employee's current hourly rate for all work performed on such employee's seventh (7th) consecutive shift.

ARTICLE 4 - SHIFT WORK

Any shift or shifts falling between the hours of 7:00 a.m. and 7:00 p.m. shall be considered to be day shifts and shall attract no shift premium. Any shift or shifts commencing after twelve noon shall be considered to be an afternoon shift and a shift premium of fifty cents (\$0.50) per hour shall be paid for all hours worked during such afternoon shifts. Any shift or shifts commencing after 10:00 p.m. shall be considered to be a night shift and a shift premium of fifty cents (\$0.50) per hour shall be paid for all hours worked during such night shifts.

Collective Agreement: Heavy Construction

Wage Classification	May 31, 2010
Group 1 - General labourer; yardman and mini skid steer loaders and mini backhoes of 50 h.p. and under and similar small equipment; fork lift operator.	\$27.20
Group 2 - Concrete worker; rigger and burner signalman.	\$27.45
Group 3 - Carpenter, reinforced concrete worker; concrete cement finisher, welder (certified) rod or semi-automatic.	\$27.80
Group 4 - Watch Person (for 6 night's duty, 10 hours per day, 50 hours per week).	\$560.50

All Working Foremen will receive a minimum of two dollars (\$2.00) per hour above the trade rate of the majority of the employees in the group supervised.

SCHEDULE "D"

This Schedule applies to employees in the classifications shown below assigned to the clean-up and removal of hazardous contaminated soil on sites as designated by the appropriate governmental authority.

The classifications and rates are as follows:

Wage Classification	May 31, 2010
Group 1 - Labourers, operating all machine-driven tools by gas, air or electricity, including plate-tampers, operators of self-propelled hand compactors, burners, fence erectors - all types, sod layers, traffic control person.	\$22.46
Group 2 - Labourers, operating high pressure water equipment, welders, fork lifts, farm-tractors, small trenchers, mini-skid steer loaders, and all other similar small equipment using attachments such as "sweepers", yolk rakes, "earth augers", "pallet or utility forks", "angle brooms", blade-backhoe or hydraulic breakers, sod or vibrator rollers, etc..	\$23.21

Benefits for employees so assigned shall be as set out in Schedule "A" save that overtime work shall be paid only after fifty (50) hours worked with makeup time permitted on Saturdays. Employees working for his Employer under classifications and rates under Schedule "A" shall not have his rate of pay reduced, when assigned to work under this Schedule "D".

The Union agrees to train employees for this work in its recognized training school to standards established by the appropriate ministerial authority for the safety and health of employees.

SCHEDULE "E"

- (a) **"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 the representative and agent of Teamsters' Local 230 and the Union;
- (b) **"The Roads Agreement"**, being a collective agreement between the Toronto and Area Road Builders' Association and the Union;
- (c) **"The Forming Agreement"**, being a collective agreement between the Ontario Formwork Association and the Formwork Council of Ontario;
- (d) **"The House Basements Agreement"**, being a collective agreement between the Residential Low Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and the Union;
- (e) **"The Apartment Builders Agreement"**, being a collective agreement between the Metropolitan Toronto Apartment Builders Association and the Union;
- (f) **"The House Builders Agreements"**, being collective agreements between the Union and each of the Toronto Residential Construction Labour Bureau and the Durham Residential Construction Labour Bureau;
- (g) **"The Concrete and Drain Agreement"**, being a collective agreement between the Ontario Concrete and Drain Contractors' Association and the Union;
- (h) **"The Utilities Agreement"**, being a collective agreement between the Utility Contractors' Association of Ontario and

Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions;

- (i) **"The Carpentry Agreement"**, being a collective agreement between The Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity and the Union;
- (j) **"The Landscaping Agreement"**, being a collective agreement between the Landscaping Contractors in Ontario Labour Relations Board Area No. 8 and 18 and the Union;
- (k) **"The Agreement Covering Building Restorations and Associated Work"**, being a collective agreement between the Building Restorations and Associated Work Contractors in Ontario Labour Relations Board Area No. 8 and the Union;
- (l) **"The Bricklaying and Masonry Residential Sector Agreement"**, being a collective agreement between various independent bricklaying and masonry contractors and the Union;
- (m) **"The Marble, Tile, Terrazzo & Cement Masons Agreement"**, being a collective agreement between the Residential Tile Contractors' Association and the Union;
- (n) **"The Residential Plumbing Agreement"**, being a collective agreement between various independent plumbing contractors and the Union;
- (o) **"The Fencing Agreement"**, being a collective agreement between various independent fencing contractors and the Union;
- (p) **"The Residential Low Rise Trim Agreement"** being a collective agreement between certain residential low rise trim carpentry companies and the Union;

SCHEDULE "F"

This Schedule applies to employees covered by this Agreement who are not working in, or who do not regularly work in Ontario Labour Relations Board Area 8 and Simcoe County.

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

LETTER OF UNDERSTANDING NO. 1

LETTER TO: The Heavy Construction Association of Toronto

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

RE: Classifications

Further to the signing of the Collective Agreement between us, this letter will serve to confirm certain understandings which were reached in connection with the classifications of Reinforced Concrete Worker, Carpenter Improver and Pipelayer. It is understood that the classification of "Reinforced Concrete Worker" applies to those employees engaged within the jurisdiction of the Agreement in laying reinforcing rod or mesh; similarly, the classification "Carpenter Improver" applies to those employees engaged within the jurisdiction of the Agreement in the setting of travelling steel forms and wood forms. Further, the "Pipe Layer" classification is intended to apply to not more than one man per crew.

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 2

RE: Bridge Repairs

The parties to the Collective Agreement agree that notwithstanding the provisions of the Collective Agreement the hours of work on bridge repairs shall be nine (9) hours per day and forty-five (45) hours per week.

If the project is the replacement of the total deck, the hours will be eight and one-half (8½) hours per day as per Schedule "A".

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 3

RE: Joint Committee

Further to the signing of the Collective Agreement between us, this Letter will serve to confirm certain understandings between the parties:

1. The parties agree to establish a Joint Committee to meet with representatives of the T.T.C. to explain to them the amendments made to the former collective agreement which have been incorporated into the new collective agreement effective from May 1st, 2010 to April 30th, 2013 (the "Collective Agreement").

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 4

RE: Classification Recognition Committee

(A) A Recognition Committee for classification purposes of two (2) representatives of each party be established to accept Company certification cards of proficiency for the following classifications:

1. Miner
2. Lead Miner
3. Mucker
4. Tunnel Machine Operator

(B) Card must be clearly identifiable and contain member's name, Social Insurance Number, date of birth, etc.

(C) Card to be used for Union Registration purpose only. Card will not be used in any grievance procedures, nor will it be used to increase any hourly rate of pay (i.e. a certified pipelayer is hired as a Labourer, he shall receive Labourer's rate of pay).

(D) Should there be any question of the Card holder's capabilities or proficiency, any employee or Employer can make a request to the Committee for a review. The employee in question shall be sent to the Training Centre for a proficiency test.

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 5

RE: Occupational and Rehabilitation Health Clinic

It will not be a violation of Article 16 if, notwithstanding the Employer's best efforts, an employee refuses to attend at the Occupational Health Clinic for testing at least once every three (3) years.

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 6

RE: Schedule "A"

The Association agrees that equipment historically operated by Universal Workers Union, L.I.U.N.A. Local 183 shall continue to be operated by Universal Workers Union, L.I.U.N.A. Local 183.

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 7

RE: Schedule "A"

The Association will incorporate classifications and rates of Cement Lining of Watermains as agreed to by specialty contractors into the Collective Agreement.

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 8

RE: Schedule "B"

The Parties agreed that T.B.M. and Micro Tunneling Operators are Universal Workers Union, L.I.U.N.A. Local 183 jurisdiction and to be included in Group 5 of Schedule "B" subject to the Employer's agreement on the selection of the operators for same.

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 9

RE: Article 24 (c)

The parties hereto agree that the last sentence of Article 24(c) does not apply in the shoring, piling and lagging operations.

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 10

RE: Forklift Letter

Local 183 claims jurisdiction over the operation of forklifts and will take all necessary action to defend its jurisdictional claims.

Local 183 understands that other Unions may also claim jurisdiction over the operation of forklifts.

Therefore, Local 183 undertakes that should it be necessary to file a grievance with respect to this issue, it will not seek damages against an Employer unless there has been a previous decision award or agreement in relation to the specific Employer for the operation of forklift by members of Local 183.

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 11

RE: Surface Grouting Equipment

With respect to the fixed grout plant on surface (Area 4 McNally-PCL-Foundation JV, Sheppard Subway) the present practice will continue as agreed upon but such continuation shall be without prejudice to any future position of Local 183.

With respect to all other grouting equipment of all types, including mobile equipment, the parties agree that the operation of such equipment is, and shall remain, within the jurisdiction of Local 183.

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 12

BETWEEN:

The Heavy Construction Association of Toronto
(the "Association")

- and -

Universal Workers Union, L.I.U.N.A. Local 183
(the "Union")

RE: Hiring

In order to ensure that the Employers bound to the terms and conditions of the Collective Agreement binding upon the Union and the Association continue to have access to an efficient and skilled work force in an expeditious manner, which the parties agree will benefit the unionized portion of this industry, and will thereby benefit all members of the Union, the parties hereby agree as follows:

- (a)** Notwithstanding the provisions of Article 5 of the Collective Agreement requiring the Employer to obtain all, or some, of its workforce from the Union's Hiring Hall, the Employer may make a request of the Union to hire specific Union members, who have previously been employed by the Employer, under the provisions of the Collective Agreement, within a six (6) month period prior to the date of any such request. Should it receive such a request, the Union may, at its sole and exclusive discretion, allow some or all of the requested individuals to be hired by the Employer notwithstanding the Hiring Hall provisions set out in the Collective Agreement depending upon

all of the circumstances which the Union considers relevant, including, but not necessarily limited to, the general state of the Heavy Engineering sector of the construction industry in the various areas covered by the Collective Agreement; the levels of employment amongst members of the Union; the particular skill levels of the requested employees; the Employer's general compliance with the hiring and other provisions of the Collective Agreement whether or not any instances of non-compliance have resulted in grievances; and any other circumstances which the Union considers relevant;

- (b)** Should the Union agree that the Employer may hire some or all of the requested individuals, all other provisions set out in the Collective Agreement concerning hiring or otherwise, will apply and therefore, without limiting the generality of the foregoing, such individuals must be Union members in good standing and must have obtained referral slips from the Union prior to commencing work;
- (c)** The parties agree that this Letter of Understanding forms part of the Collective Agreement binding upon them and is enforceable as such.

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:
THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:
UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 13

BETWEEN:

Universal Workers Union, L.I.U.N.A. Local 183
(the "Union")

- and -

The Heavy Construction Association of Toronto
(the "Association")

RE: Remittances and Contributions

THE PARTIES agree that during the lifetime of the Agreement, the Union shall have the right, at any time, to require the Employer to change the amount of contributions to any of the employee benefit funds including, but not limited to, the Pension Fund, Welfare Fund and Pre-Paid Legal fund, set out in the 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 the Agreement.

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

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 14

RE: Name of Union

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

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

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

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 15

RE: Clarification of Article 2, Schedule 'A'

Where the Employer schedules a regular shift starting after 6:00pm, the regular shift hours worked starting on the Friday evening and finishing on the Saturday morning are not paid the double time premium under Article 2. Hours worked beyond the regular shift hours on the Saturday morning shall be paid the Saturday premium.

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

LETTER OF UNDERSTANDING NO. 16

RE: No Strike - No Lockout Agreement

WHEREAS the Association and the Union have entered into a Collective Agreement which is effective on its face from May 1, 2010 to April 30, 2013; and

WHEREAS the Association and the Union contemplate entering into a successor collective agreement which will be effective on its face from May 1, 2013 to April 30, 2016 (the "Successor Collective Agreement"); and

WHEREAS the Association and the Union are desirous of ensuring that the Heavy Construction Industry in the geographic areas covered by the Collective Agreement and the Successor Collective Agreement will not be subject to strikes and lockouts in future years;

NOW THEREFORE the Association and the Union agree as follows with respect to the Successor Collective Agreement:

1. If the Union and the Association are unable to agree upon the terms and conditions of the Successor Collective Agreement, then on the 30th day of April or thereafter in 2013, 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 agreement in 2013;
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, 2013, although it is understood that simply agreeing to an

arbitrator in no way means that the agreement must be settled by arbitration;

4. Upon a party issuing a written notice of desire to proceed to final and binding arbitration to both the other party and the arbitrator, the arbitrator will commence a hearing with respect to the arbitration within fourteen (14) calendar days of the date of notice or thereafter if mutually agreed to by the Parties;
5. It is agreed that the arbitrator will hear, and will have the necessary jurisdiction to determine, all lawful proposals and positions which are put before him/her by either party, and there is no restriction upon the number of issues which may be put to the arbitrator. Further, the parties agree that the arbitration process will not be one of final offer selection;
6. With respect to the agreements set out in paragraph 5 above, the parties agree that they may mutually agree to modify the arbitration proceedings such that the number of issues proceeding to arbitration may be limited and/or that final offer selection may be utilized for all or part of the arbitration proceedings in the bargaining year, 2013;
7. It is agreed that the arbitrator will issue his/her decision within seven (7) days of the date of the hearings. The decision will be retroactive to May 1, 2013, unless the parties reach a settlement that is not ratified by the Union membership;
8. It is agreed that any arbitrations which are required as between the Union and the Association will be the "industry arbitration" and accordingly pursuant to the terms and provisions of the Collective Agreement, including but not limited to this Letter of Understanding, it is agreed that such decisions will be final and binding upon any Employer bound

to this or any similar independent collective agreement, for all purposes;

9. The parties agree that any arbitrator exercising jurisdiction under this Agreement will have no authority to impose any form of no strike – no lockout arrangement for any Collective Agreement for the period commencing May 1st, 2013 and thereafter unless otherwise specifically agreed to by the parties;
10. The parties agree that the agreements, duties, obligations and rights set out in this Letter of Understanding form part of the Successor Collective Agreement which is binding upon them and in addition constitute a settlement of proceedings under the *Act* which is enforceable under Section 96 (7) of the *Act* and accordingly are enforceable both as terms and provisions of the Successor Collective Agreement and under the provisions of the *Act* with respect to the settlement of proceedings.

Signed and dated at Toronto, Ontario this 20th day of May, 2011.

ON BEHALF OF:

THE HEAVY CONSTRUCTION
ASSOCIATION OF TORONTO

PETER SMITH

DERRICK SPEAKMAN

EDDY MARIN

DAVE STANYAR

ALDO PAGANELLI

ON BEHALF OF:

UNIVERSAL WORKERS UNION,
LIUNA LOCAL 183

DURVAL TERCEIRA

JACK OLIVEIRA

PAT SHERIDAN

ACKNOWLEDGEMENT PAGE

The Universal Workers Union, LIUNA Local 183 wishes to dedicate this page to the bargaining unit members of the committee who participated in the negotiation of the terms and conditions of the 2010-2013 Collective Agreement.

Local 183 appreciates the hard work and invaluable contributions of the following bargaining unit members:

Candido Capita

Ben Stellino

NOTES: