

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**ONTARIO CONCRETE & DRAIN CONTRACTORS'  
ASSOCIATION**

**- and -**

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

**- and -**

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

**May 1, 2016 – April 30, 2019**



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**THE CONCRETE & DRAIN COLLECTIVE AGREEMENT**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of May, 2016.

**BETWEEN:**

**ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION**  
hereinafter called the "Employer"

OF THE FIRST PART

- and -

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

hereinafter referred to as the "Union" or "Local 183"  
as the case may be

OF THE SECOND PART

- and -

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

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

OF THE THIRD PART

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

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

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

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

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

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

**NOW THEREFORE**, it is agreed as follows:

## **ARTICLE 1 - PURPOSE**

**1.01** The general purpose of this Agreement is to establish mutually satisfactory relations between the Employers and their employees and to provide a means for prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all construction employees in the employ of the Employer covered by this Collective Agreement.

## **ARTICLE 2 - RECOGNITION**

**2.01 (a)** The Employer recognizes the Union as the sole and exclusive bargaining agent for all construction employees of the Employer employed in concrete and drain work while working in and out of Ontario Labour Relations Board Geographic Area Numbers 8, 9, 10 and 18, save and except non working foremen and persons above the rank of non-working foreman.

**(b)** “Concrete and Drain Work” shall mean, and the specific terms and conditions set out in this Collective Agreement shall apply to:

**(i)** all drainage, sewer and watermain sector work and all work incidental thereto, irrespective of the end use of the project; and,

**(ii)** all concrete work lawfully included in this Collective Agreement, inclusive of, but not limited to concrete placement, finishing and formwork, placement and spreading of granular underlay, and all work incidental thereto, including, where applicable such work in accordance with Article 12.04 hereof.

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

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

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

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

## **ARTICLE 3 - UNION SECURITY**

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

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

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

**3.02** Should the Employer be unable to hire employees who are members of one (1) of the Unions who are party to this Collective Agreement as applicable, then the Employer shall give twenty-four (24) hours notice to either Local 183 or Local 793, as appropriate, to provide at the Employer's shop or job site, the required number of qualified employees in concrete and drain construction.

It is understood that if either Local 183 or Local 793, as appropriate, are unable to provide the required qualified men within twenty-four (24) hours, the Employer is free to hire any person available outside the Union. However, the Employer must advise the Union in writing (by fax or email) of the names and the start date of



such employees prior to those persons starting work. The parties agree that the Employer will be entitled to continue to employ such persons provided that they join the Union within seven (7) working days and obtain a referral slip from the Union.

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

**3.04 Union Dues and Working Dues**

Each employee shall, when working in a position within the bargaining unit described in Article 2 above, be required as condition of employment to have his regular monthly union dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than the fifteenth (15<sup>th</sup>) day of the same month to the Secretary-Treasurer of the Union.

The Employer shall, when remitting such dues, name the employees and their Social Insurance Numbers from whose pay such deductions have been made.

**3.05 Lay-Off Procedure for Local 793**

In the event of lay-off of employees covered by this Agreement, the Employer shall abide by the following procedure:

- (a) First laid-off shall be applicants for membership in the Union;
- (b) Second laid-off shall be members of the Union from out-of-province working on permits or travel cards;
- (c) Third laid-off shall be members of the Union who are in receipt of a retirement pension from the I.U.O.E., Local 793 Pension Plan; and

- (d) Last laid-off shall be all other members of Local 793.

### **3.06 Demotion**

The Employer will provide an employee with notice in writing and a copy to the Union, in the event the employee is demoted and receives a lower wage rate.

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

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

## **ARTICLE 5 - MANAGEMENT RIGHTS**

**5.01** The Union agrees that it is the function of the Employer:

(a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;

(b) To hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, provided that a claim by a person that he has been discharged, laid off, suspended or otherwise disciplined without reasonable cause shall be subject to the provisions of the Grievance Procedure herein;

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

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

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

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

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

**Step 1:** Within ten (10) working days after the circumstances giving rise to the grievance occurred or originated (save and except grievances arising out of discharge cases in which case the grievance shall be brought forward within five (5) days of the employee being notified of his discharge), the aggrieved employee with his business representative may present his grievance, which shall be reduced to writing, to the Employer. Should no settlement satisfactory to the employee be reached within five (5) full working days, and if this grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 6 above any time within ten (10) working days thereafter but not later.

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

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

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

**6.06** If advantage of the provisions of this Article and Article 7 is not taken within the time limits specified, or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.

**6.07** For the purpose of the time limits in this Article, any grievance or response received after 4:00 p.m., will be deemed to have been received the next business day.

## **ARTICLE 7 - ARBITRATION**

**7.01** 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 6 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

**7.02** The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third (3<sup>rd</sup>) person to act as Chairman chosen by the other two (2) members of the Board.

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

**7.04** Should the person chosen by the Employer to act on the Board and person chosen by the Union fail to agree on a third (3<sup>rd</sup>) member as Chairman within five (5) days of the notification mentioned in 7.03 above, the Office of Arbitration will be asked to appoint a Chairman.

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

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

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

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

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

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

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

**8.01** It is understood that any Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance of an employee. Such grievance shall be processed in the same manner thus arising under Article 6 – Grievance Procedure.

**8.02** A Union policy grievance, which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit, in regard to which a number of employees have signified an intention to grieve or a grievance involving the Union itself, including the application or interpretation of 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 6 hereof. If it is not settled, it may go to a Board of Arbitration in the same manner as a grievance of an employee.

## **ARTICLE 9 - THE RIGHT TO HONOUR LAWFUL PICKET LINES**

**9.01** The Employer agrees that any employee may individually decide to refuse to cross a picket line which has been placed on any project where the employee is or has been assigned work. The Employer agrees that such individual decisions made by the employees concerned shall not constitute an unlawful strike under the provision of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. In the event that employees do individually decide to refuse to cross a picket line, then they will be assigned to such other work on such other projects as is available or be deemed to be on temporary lay off until either the picket line is removed or the employees decide that they will no longer refuse to cross the picket line. This article shall only apply to such picket lines established by the Union against any employer which continues to perform work on a particular project(s) where the picket line has been established.

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

**10.01** Attached hereto as Schedule “B” to this Agreement is a schedule covering Statutory Holidays, Vacation Allowances, Hours of

Work, Wages Rates and other conditions of employment, which is hereby made a part of this Agreement.

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

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

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

## **ARTICLE 11 - UNION REPRESENTATION**

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

**11.02** The Employer agrees to recognize such reasonable number of Stewards as may be appointed from time to time, but shall not be obliged to recognize such Stewards until the Job Superintendent, or the Foreman of the job if there is no Job Superintendent, has been informed by the Business Representative of the appointment; such appointment shall be confirmed by the Union in writing to the Employer within seven (7) working days thereafter. The Steward shall be one (1) of the last two (2) men to be retained by the Company, provided he is capable of performing the remaining work. Working Foremen shall be excluded from this count.

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

**11.04** Subject to the rights of Union or Shop Stewards in the case of layoffs as provided for in this Collective Agreement, a Health and Safety Representative and/or a member of a Joint Health and Safety Committee shall be one (1) of the last five (5) employees retained on any job provided that he is competent and capable of performing the remaining work on the job and provided that the Employer is required by legislation or regulation to appoint a Safety Representative on site.

## **ARTICLE 12 - PRODUCTIVITY**

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

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

**12.03** Subject to Article 9.01 the Union shall not involve the Employer in any dispute which may arise between the Union and any other company and the employees of such other company. The Union further agrees that it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purpose.

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

The listed agreements are as follows:



- (a) **The “Roads Agreement”** being a collective agreement between the Toronto and Area Road Builders’ Association and a Council of Trade Unions acting as the representative and agent of Teamsters Local 230 and Local 183;
- (b) **The “Sewer and Watermain Agreement”** being a collective agreement between the Greater Toronto Sewer and Watermain Contractors’ Association and a Council of Trade Unions acting as a representative and agent of Teamsters Local 230 and Local 183;
- (c) **The “Heavy Engineering Agreement”** being a collective agreement between the Heavy Construction Association of Toronto and Local 183;
- (d) **The “Forming Agreement”** being a collective agreement between the Ontario Formwork Association and the Formwork Council of Ontario;
- (e) **The “Apartment Builders Agreement”** being a collective agreement between the Metropolitan Toronto Apartment Builders’ Association and Local 183;
- (f) **The “Utilities Agreement”** being a collective agreement between the Utility Contractors’ Association of Ontario and the Labourers’ International Union of North America, Ontario Provincial District Council and its affiliated Local Unions and the International Union of Operating Engineers;
- (g) **The “House Basements Agreement”** being a collective agreement between the Residential Low-Rise Forming Contractors’ Association of Metropolitan Toronto and Vicinity and Local 183;
- (h) **The “House Board Area 8 Builders Agreement”** being a collective agreement between the Toronto Residential Construction Labour Bureau and Local 183;
- (i) **The “Residential Housing Carpentry/Framing Agreement”** being a collective agreement between the Residential Framing Contractors’ Association of Metropolitan Toronto and Vicinity Inc. and Local 183;

- (j) **The “Agreement covering Building Restoration and Associated Work”** being a collective agreement between a group of contractors and Local 183;
- (k) **The “Landscaping Agreement”** being a collective agreement between various landscaping contractors in Ontario and Local 183;
- (l) **The Marble, Tile, Terrazzo & Cement Masons Agreement”** being a collective agreement between the Residential Tile Contractors’ Association and Local 183;
- (m) **The “Bricklaying and Masonry Residential Sector Agreement”** being a collective agreement between the Masonry Contractors’ Association of Toronto Inc. and the Masonry Council of Unions Toronto and Vicinity which forms part of Local 183;
- (n) **The “Residential Plumbing Agreement”** being a collective agreement between various independent plumbing contractors and Local 183;
- (o) **The “Residential High Rise Trim Collective Agreement”** being a collective agreement between Local 183 and the Residential Carpentry Contractors’ Association of Greater Toronto;
- (p) **The “Residential Low Rise Trim Collective Agreement”** being a collective agreement between various independent low rise trim contractors and Local 183.

**12.05** Each Employer shall provide the Union with a notice, included as Schedule “D”, for each project the Employer is working on as of thirty (30) days after the date of ratification and on each October 1<sup>st</sup> and May 1<sup>st</sup> thereafter.

**12.06** If an employee is unable to report to work, he/she will endeavour to notify the employer prior to 6:00 a.m. of the working day in question.

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

**13.01** The Employer shall supply safety helmets to the employees at no cost to the employee. If any employee at the termination of employment does not return said helmet, he shall be charged at cost

which can be deducted from his last pay cheque. If the helmet is returned and has been made unwearable through wilful neglect and abuse, the employee shall be charged for the full replacement value.

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

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

**13.04** When employees are required to perform their duties in wet weather, the Employer agrees to supply suitable rain coats/jackets and safety vests or reflective shirts. For clarity, and without limitation, gloves and rubber boots are the employee's obligation. Any protective equipment which the Employer does purchase will be returned to the foreman when the assigned duties are completed. In the event that an employee does not return the protective equipment supplied by the Employer, the employee may be charged for same at cost. These charges may be deducted from his next pay, provided that the employee has been notified in writing by his employer.

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

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

**13.07** No employee under this Agreement will be asked or required to:

- (a) install temporary stairs.
- (b) enter a basement foundation that has a subfloor unless temporary stairs are provided,

- (c) alter, change, adjust or reinstall roof porch supports,  
or
- (d) engage in the forming and pouring of second floor  
door sills that are higher than 1.2 metres above grade.

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

**13.09** The Employer agrees, where necessary, to provide the following safety equipment free of cost to the employees: safety harnesses, goggles, masks and ear protection.

**13.10** All Employees must bring their own hand tools, consisting of a hammer, a pouch and measuring tape.

**13.11** Every employee, working within the jurisdiction of Local 183, as covered by this Collective Agreement, shall, as a condition of employment, be required to obtain and maintain current all health and safety certificates and training mandated by the *Occupational Health and Safety Act* for the type of work performed or as mutually agreed to by Local 183 and the Association and provided by the Life Long Learning Centre.

**13.12** Except in emergencies, employees are prohibited from using mobile telephones for personal use, earphones and headphones during working hours, except on authorized breaks where the operation or use of such equipment would pose no safety hazard to the employee or others.

## **ARTICLE 14 - COFFEE AND LUNCH BREAKS**

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

**14.02** All employees shall be provided one-half (1/2) hour unpaid lunch break. The regular lunch break shall be taken between 11:30 a.m. and 1:00 p.m. Employees engaged in cement finishing work shall take their lunch break at a time least disruptive to the Employer's operations. It is understood that, in accordance with the *Employment Standards Act*, no employee shall be required to work more than five (5) consecutive hours without a lunch break.

## **ARTICLE 15 - GOVERNMENT LEGISLATION**

**15.01** In the event that any of the provisions of this Collective Agreement or any other collective agreement set out in the cross-over clause, Article 12.04 are found to be in conflict with any valid and applicable Federal or Provincial law now existing, or hereinafter enacted, it is agreed that such law shall supersede the conflicting provision without in any way affecting the remainder of the Collective Agreement.

## **ARTICLE 16 - WELFARE, LONG TERM CARE, RETIREE'S BENEFITS, PENSION AND CECOF FOR MEMBERS OF LOCAL 183**

**16.01 (a) Welfare:** The Employer agrees to pay the following amounts for each hour earned 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, major medical, dental care, or similar benefits for the employees covered by this Agreement, represented by Local 183, as set out below:

Effective May 1, 2016 - two dollars and sixty-five cents (\$2.65) per hour

Effective May 1, 2017 – two dollars and ninety cents (\$2.90)

Effective May 1, 2018 – three dollars and fifteen cents (\$3.15)

**(b) Long Term Care:** The Employer agrees to pay sixty cents (\$0.60) based on all hours earned, into the Local 183 Members' Benefit Fund for the purpose of purchasing benefits for Long Term Care.

**(c) Retiree's Benefits:** Effective upon May 1, 2016 the Employer agrees to pay fifty cents (\$0.50) per hour based on all hours earned, into the Universal Workers Union Local 183 Retiree Benefit Trust Fund for the purposes of purchasing benefits for retirees. Effective May 1, 2017 the Employer agrees to pay sixty cents (\$0.60) per hour based on all hours earned into said fund. Effective May 1, 2018, the Employer agrees to pay seventy cents (\$0.70) per hour based on all hours earned into said fund.

**16.02 (a) Pension:** The Employer shall pay on behalf of each employee, into the Labourers' Pension Fund of Central and Eastern Canada, on the following basis:

Effective May 1, 2016 Upon Ratification - eight dollars and thirty cents (\$8.30) per hour

Effective May 1, 2017 – eight dollars and sixty cents (\$8.60) per hour

Effective May 1, 2018 – eight dollars and ninety cents (\$8.90) per hour

**(b) Labourers' Central and Eastern Canada Organizing Fund (CECOF):** The Employer agrees to contribute the following amounts for each hour worked to CECOF, on the following basis:

Effective May 1, 2016 - the Employer shall pay twenty-five cents (\$0.25) for each hour worked; and

Effective May 1, 2017 - the Employer shall pay twenty-five cents (\$0.25) for each hour worked.

Effective May 1, 2018 - the Employer shall pay twenty-five cents (\$0.25) for each hour worked.

**(c) OPDC**

Effective May 1, 2016 – the Employer shall deduct from employees pay cheques fifteen cents (\$0.15) for each hour worked;

Effective May 1, 2017 – the Employer shall deduct from employees pay cheques fifteen cents (\$0.15) for each hour worked;

Effective May 1, 2018 – the Employer shall deduct from employees pay cheques fifteen cents (\$0.15) for each hour worked;

**(d)** Pension, CECOF and OPDC contributions shall be sent to the Labourers' Pension Fund of Central and Eastern Canada, P.O. Box 9002, Lakeshore West, P.O. Oakville, Ontario, L6K 0G1. The Employer may remit both these contributions on one (1) monthly

cheque. Payments into the Fund are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which the hours were worked.

**16.03** The Employer and Local 183 acknowledge that they are familiar with the contents of the Agreements and Declarations of trust establishing the said Local 183 Members' Benefit Fund and the Labourers' Pension Fund of Central and Eastern Canada, and they agree to be bound by the terms and conditions of the said Agreements and Declarations as if original parties thereto and as if the same formed part of this Collective Agreement. In the event any of the terms and conditions of the said Agreements and Declarations are in any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto and as if the same formed part of this Collective Agreement. The parties hereto agree to execute any and all documentation that may be necessary to facilitate the appointment of one (1) trustee on behalf of the Association to the said Local 183 Members' Benefit Fund.

**16.04** The Employer agrees to remit Welfare contributions, Vacation Pay, Training, Prepaid Legal, Long Term Care, Retiree's Benefits and Industry Fund on one (1) monthly cheque, to the L.I.U.N.A. Local 183 Trust Administration (Clearing); the sole purpose of which shall be to collect and disburse all contributions and remittances on behalf of L.I.U.N.A. Local 183 Welfare Fund, Vacation Pay Fund, Training Fund, Prepaid Legal Plan Fund and the Employers' Industry Fund.

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

**16.05** The Employer agrees to pay, effective May 13, 2016, \$0.05 cents for each hour worked to the Local 183 Promotional Benefits Fund but nevertheless forwarded to the Members' Benefit Trust Fund for administration purposes.

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

**17.01** The Employer agrees to pay the sum of ten cents (\$0.10) for each hour earned by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits to such employees and their beneficiaries.

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

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

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

- (i) Effective May 1, 2016 - five dollars and ten cents (\$ 5.10) per hour;
- (ii) Effective May 1, 2017 - five dollars and fifteen cents (\$5.15) per hour;
- (iii) Effective May 1, 2018 - five dollars and twenty (\$5.20) per hour.

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

- (i) Effective May 1, 2016 - five dollars and seventy-two cents (\$5.72) per hour;
- (ii) Effective May 1, 2017 - five dollars and seventy-eight cents (\$5.78) per hour;
- (iii) Effective May 1, 2018 - five dollars and eighty-three cents (\$5.83) per hour.

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

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

**19.01** The Trustees of the Employee Benefit Plans referred to in this Collective Agreement or the Administrator on their behalf shall promptly notify the Union of the failure by any employer to pay any



employee benefit contributions required to be made under this Collective Agreement and which are owed under the said Plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation to the *Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

## **ARTICLE 20 - SECURITY FOR PAYMENT OF WAGES**

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

**20.02** In the event that there is a default in the payment of wages or where payments to trust funds are over three (3) months in arrears, such delinquent Company will be required to post a cash bond of twenty-five thousand dollars (\$25,000.00) which will be jointly administered by the Association and the Union. Such cash bond will be for the purpose of paying any arrears in wages or Trust Fund contributions and such company will maintain such cash bond replenished up to the twenty-five thousand dollar (\$25,000.00) level at all times.

A Company that posted a cash bond as above will have such money returned, with interest, upon completion of six (6) months arrears-free operation.

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

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

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

**(c)** Upon the Employer being notified in writing of the amount of any such payments out of the fund by the Union as aforesaid, the Employer shall replenish the fund by payment of an amount equal to the amount so paid out, within a period of five (5) working days from receipt of such written notification. If the Employer does not replenish the fund as aforesaid then the provisions of Article 22 as well as Articles 5, 6, 7 and 8 of this Collective Agreement shall apply;

**(d)** In the event of the bankruptcy or insolvency of the Employer, the said funds held by the Union shall be deemed to have been held in trust on account of the payment of wages, vacation pay, working dues, travelling expenses, contributions to Welfare Fund, Training Fund and Pension Fund or any other payments or financial benefits payable to the Union or to or on behalf of the employees the financial benefits referred to in Articles 16, 17, and 18 herein, paid in advance for employees of the Employer, who, at the date of the insolvency or bankruptcy, have performed work or services for the Employer for which the employees and/or the Union, as the case may be, have not been paid any of the said financial benefits and the Union shall be entitled to pay out of the said funds to itself and/or to or on behalf of the employees of the bankrupt or insolvent Employer, (including payment of any sums of welfare, vacation pay, Pension or any other employee benefit fund), such amounts as may be due to any of them.

**20.04** The Union shall deposit the said funds which have been paid to it by the Employer, in a separate interest-bearing account with a chartered bank, trust company or credit union and the interest thereon shall be added to and form part of the said fund, which is to

be available to the Union, the said employees or any employee benefits funds as provided in this Agreement in the event of any default by the Employer. In the event there is no default by the Employer under the terms of this Agreement, then the funds and interest thereon shall be forth with returned.

**20.05** Notwithstanding Article 20.03, if the Employer is requested to deposit any of the funds under the terms of this Article, interest thereon shall accrue to the benefit of the Employer and the principal sum and the interest thereon shall be immediately returned to the Employer as soon as the particular project for which the security was requested as been completed, unless such principal and interest are necessary to fulfill the Employer's obligation as contemplated by this Article.

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

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

**21.02** The Employer shall contribute twenty cents (\$0.20) per hour for each hour worked by each employee who is a member of Local 183 to the Local 183 Members' Training Fund.

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

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

### **Section 8.01**

Except as otherwise provided for, the Agreement may only be amended by an instrument in writing under seal, properly executed

by the Union and at least sixty percent (60%) of the Association. Each such amendment shall be by an instrument in writing fixing the effective date of such amendment, and a copy shall be forwarded to the principal office of the Fund.

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

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

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

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

Effective May 1<sup>st</sup>, 2016 – forty cents (\$0.40) per hour;

Effective May 1, 2017 – forty-five cents (\$0.45) per hour;

Effective May 1, 2018 - fifty cents (\$0.50) per hour

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

## **ARTICLE 23 - INDUSTRY FUND**

### **23.01 For Local 183**

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 sixty cents (\$0.60) per hour earned by each employee covered by this Agreement or such like agreement, and remit such contributions with the Welfare and Training Fund remittances payable to “Local 183 Trust Administration” on or before the fifteenth (15<sup>th</sup>) day of the month following the month for which

the contributions were due. Such amounts on receipt, together with a copy of the computer print-out indicating the total number of hours paid by each Employer, shall be forwarded once per month to the Association by the Administrator of the "Local 183 Trust Administration" as each Employer's contribution to the costs of operating the Association for the purposes of negotiating, administration of the Agreement, and promoting the interests of the concrete and drain industry, legislative reform, health and safety and industry standards within the concrete and drain sector of the construction industry. The Association will give the Union thirty (30) days notice in the event of any increase.

### **23.02 For Local 793**

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 sixty cents (\$0.60) per hour earned by each employee covered by this Agreement or such like agreement, and remit such contributions with the Welfare and Training Fund remittances payable to "Local 793 Trust Administration" on or before the fifteenth (15<sup>th</sup>) day of the month following the month for which the contributions were due. Such amounts on receipt, together with a copy of the computer print-out indicating the total number of hours paid by each Employer, shall be forwarded once per month to the Association by the Administrator of the "Local 793 Trust Administration" as each Employer's contribution to the costs of operating the Association for the purposes of negotiating, administration of the Agreement, and promoting the interests of the concrete and drain industry, legislative reform, health and safety and industry standards within the concrete and drain sector of the construction industry. The Association will give the Union thirty (30) days notice in the event of any increase.

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

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

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

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

**25.01** Where the application of certain Articles or sections of this Agreement work a hardship on the Employer, the parties may reach a Memorandum of Amendment or Exemption, in writing, to amend or exempt certain clauses or provisions of this Agreement.

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

## **ARTICLE 26 - UPGRADING OF EMPLOYEES**

**26.01** Upon giving the Union seven (7) days notice from the commencement of upgrading, the parties agree that an Employer may upgrade an employee from his original classification and that the Union recognizes a training period of up to three (3) months. During the training period, it is agreed that the employee will receive the hourly rate based on his previous classification.

**26.02** For employees falling within the jurisdiction of Local 183, the parties hereto agree to establish an industry upgrading and retraining committee composed of three (3) persons from the Association and three (3) persons from Local 183.

The purpose of this Committee is as follows:

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

## **ARTICLE 27 - DELINQUENCIES**

**27.01** In the event that Welfare, Pension, Vacation Pay, Training and Industry Fund payments are received by the Union after the fifteenth (15<sup>th</sup>) of the month following the date due, the Employer shall pay, as liquidated damages to the Union, at the rate of two percent (2%) per month, twenty-four percent (24%) per annum or fraction thereof, on the outstanding overdue amount. Such late payments received from

Employers shall be applied firstly to arrears or contributions already owing starting with amounts owing from the earliest month forward.

**27.02** No arbitrator hearing a grievance relating to the failure to pay welfare, pension, vacation pay, training or industry funds shall apply any principle of delay, laches or estoppel or otherwise reduce or waive the obligation of the Employer to pay all amounts earned and/or owing under this Collective Agreement.

## **ARTICLE 28 – DURATION**

**28.01** The term of this Agreement shall be from May 1<sup>st</sup>, 2016 to April 30<sup>th</sup>, 2019, and it shall continue in effect thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within one hundred and twenty (120) days of April 30<sup>th</sup>, 2016 and any like period in any third year thereafter. The parties agree that if this Collective Agreement continues in force after April 30<sup>th</sup>, 2019, in accordance with the term of this Article and/or in accordance with statute, then the terms and conditions of this Collective Agreement shall automatically be deemed to be the terms and conditions of the Union's then current standard Concrete & Drain Collective Agreement.

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**  
International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER  
JOE REDSHAW, PRESIDENT  
ALEX LAW, TREASURER  
JOE DOWDALL, VICE PRESIDENT  
BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY  
RON HILLIS, DIRECTOR OF THE TORONTO AREA

**"ERRORS AND OMISSIONS EXCEPTED"**



## SCHEDULE "A"

### Association Members

1206880 Ontario Ltd. / A.C.U.  
Contracting  
Basecrete Inc.  
Best Concrete & Drain Inc.  
Brentview Construction Limited  
Choiceland Contractors Ltd.  
Cadetta Drain Company Inc. / Cadetta  
Concrete & Drain / Tri-D Concrete &  
Drain  
Columbia Drain & Concrete  
Contractors Limited  
Concord Concrete & Drain Inc.  
Dolente Concrete & Drain Co.  
Donald Concrete & Drain Inc. /  
Donald Contracting Limited  
Dranco Construction Ltd.  
Fossccon Contracting Ltd.  
Fourwinds Construction Inc.

Jentry Construction Ltd.  
King-Con Construction Ontario Ltd.  
Marlisi Construction Inc.  
Plastina Drain & Concrete Corp. /  
Frank Plastina Investments Ltd.  
Premier Concrete Contractors /  
1252663 Ontario Incorporated  
Pro-Drain & Co. Ltd. / T.J. Stone  
Delivery Ltd.  
Roy-Val Construction Ltd.  
San-Jac Concrete & Drains  
Slingshot Stone Supply Ltd.  
Star Drain & Concrete Inc. / Orostar &  
Drain Concrete Inc.  
Toronto Concrete & Drain Limited  
Westcon R.M. Construction Limited  
Windmill Group Corporation /  
Windmill Construction Ltd. / New  
Generation Stone Slingers Services  
Zicardo Construction Ltd.

### Independent Contractors

2384277 Ontario Limited o/a  
Master's Concrete  
Drain Land Inc.  
Ferizi Concrete & Drain  
Florim Drogusha Alketa

Hardrock Stoneslingers Ltd. / R.T.C.  
Concrete and Drain Ltd.

Harvey Concrete

J.C. Concrete & Drain Ltd.  
J.V. Concrete & Drains Ltd.

Noranita Construction Inc.  
Prebreza Company  
Safeway Concrete & Drain Ltd. /  
Aveiro Concrete & Drain inc.  
Summit Concrete & Drain Ltd.  
Wilson Concrete

## SCHEDULE "B"

### ARTICLE 1 - HOURS OF WORK AND OVERTIME

**1.01 (a)** The hours of work for the purpose of this Collective Agreement shall be based on forty-six (46) hours per week Monday to Friday with a maximum of ten (10) hours per day.

**(b)** Overtime at the rate of time and one-half (1 ½ x) the employee's current hourly rate shall be paid to all employees for all work performed after (10) hours per day Monday to Friday inclusive, and for all work performed in excess of forty-six (46) hours per week Monday to Friday inclusive and for all work performed on Saturday.

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

**(d)** There shall be no pyramiding of overtime.

**1.02** In the event of a layoff, the Employer shall provide the affected employee(s) with notice, no later than 8:00 p.m. of the previous day, of the layoff. In the event the Employer fails to do so, the employee(s) will be paid four (4) hours pay at straight time which shall not be used for calculating overtime.

### ARTICLE 2 - STATUTORY HOLIDAYS

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

New Years Day	Canada Day
Family Day	Civic Holiday
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Labour Day	Boxing Day

and any other holidays as may be proclaimed by the Federal or Provincial governments.

## **ARTICLE 3 - VACATION PAY FOR MEMBERS OF LOCAL 183**

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

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

### **(c) Local 183 Members' Vacation Pay Fund**

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

#### **Section 4.03 (h)**

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

**(i)** To the payment of the expenses incurred in the administration of the Fund including but not limited to, the expenses of the Trustees, the Administrator and such legal counsel, investment counsel, account, actuarial and clerical assistants as are employed from time to time by the Trustees;

**(ii)** To provide for any liability for income tax in respect of the income of the Fund;

**(iii)** To the payment of vacation pay to employees of a bankrupt or insolvent Employer or an Employer who no longer carries on business where the said Employer defaulted on payment of the Fund due to bankruptcy, insolvency or

discontinuance of a business, at any time after the date of this Agreement, on such terms in such amounts and subject to such conditions as the trustees may decide from time to time as may be required by the Employment Standards Branch, of the Ministry of Labour;

(iv) To the setting up of any reserves which Trustees may deem appropriate; and

(v) Any surplus balance will be split between the Union and the Association on a fifty/fifty (50/50) basis and remitted to the Union and the Association. If there is a deficit in the Fund subsequent to the remittance of the surplus to the Union and the Association it is agreed that this deficit will be covered by any future surplus in the fund.

### **3.02 Local 183 Members' Benefit Fund**

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

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

**4.01** Vacation pay in the amount of ten percent (10%) of gross wages earned (with income tax deducted) shall be paid weekly to employees covered by this Collective Agreement who are members of Local 793. It is understood and agreed that six percent (6%) of this amount is to be considered in lieu of statutory holiday pay and four percent (4%) in lieu of vacation pay.

**ARTICLE 5 - WAGES AND CLASSIFICATIONS**

**5.01 (a) Local 183**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Labourer	1-May-16	33.47	3.35	2.65	0.60	0.50	8.30	0.20	0.10	0.25	0.05	49.47	3%	0.15	0.60	50.07
	1-May-17	33.98	3.40	2.90	0.60	0.60	8.60	0.20	0.10	0.25	0.05	50.68	3%	0.15	0.60	51.28
	1-May-18	34.49	3.45	3.15	0.60	0.70	8.90	0.20	0.10	0.25	0.05	51.89	3%	0.15	0.60	52.49
Pipelayer	1-May-16	34.57	3.46	2.65	0.60	0.50	8.30	0.20	0.10	0.25	0.05	50.68	3%	0.15	0.60	51.28
	1-May-17	35.11	3.51	2.90	0.60	0.60	8.60	0.20	0.10	0.25	0.05	51.92	3%	0.15	0.60	52.52
	1-May-18	35.65	3.56	3.15	0.60	0.70	8.90	0.20	0.10	0.25	0.05	53.16	3%	0.15	0.60	53.76

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS			INDUSTRY FUND	EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE			
Cement Finisher	1-May-16	35.13	3.51	2.65	0.60	0.50	8.30	0.20	0.10	0.25	0.05	51.29	3%	0.15	0.60	51.89	
	1-May-17	35.67	3.57	2.90	0.60	0.60	8.60	0.20	0.10	0.25	0.05	52.54	3%	0.15	0.60	53.14	
	1-May-18	36.22	3.62	3.15	0.60	0.70	8.90	0.20	0.10	0.25	0.05	53.79	3%	0.15	0.60	54.39	
Carpenter/Form Setter	1-May-16	35.13	3.51	2.65	0.60	0.50	8.30	0.20	0.10	0.25	0.05	51.29	3%	0.15	0.60	51.89	
	1-May-17	35.67	3.57	2.90	0.60	0.60	8.60	0.20	0.10	0.25	0.05	52.54	3%	0.15	0.60	53.14	
	1-May-18	36.22	3.62	3.15	0.60	0.70	8.90	0.20	0.10	0.25	0.05	53.79	3%	0.15	0.60	54.39	

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Combination Skilled Worker	1-May-16	35.67	3.57	2.65	0.60	0.50	8.30	0.20	0.10	0.25	0.05	51.89	3%	0.15	0.60	52.49
	1-May-17	36.24	3.62	2.90	0.60	0.60	8.60	0.20	0.10	0.25	0.05	53.16	3%	0.15	0.60	53.76
	1-May-18	36.80	3.68	3.15	0.60	0.70	8.90	0.20	0.10	0.25	0.05	54.43	3%	0.15	0.60	55.03
Working Foreman	1-May-16	38.77	3.88	2.65	0.60	0.50	8.30	0.20	0.10	0.25	0.05	55.30	3%	0.15	0.60	55.90
	1-May-17	39.38	3.94	2.90	0.60	0.60	8.60	0.20	0.10	0.25	0.05	56.62	3%	0.15	0.60	57.22
	1-May-18	40.00	4.00	3.15	0.60	0.70	8.90	0.20	0.10	0.25	0.05	57.95	3%	0.15	0.60	58.55

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Driver under 10,000 lbs. G.V.W.	1-May-16	33.47	3.35	2.65	0.60	0.50	8.30	0.20	0.10	0.25	0.05	49.47	3%	0.15	0.60	50.07
	1-May-17	33.98	3.40	2.90	0.60	0.60	8.60	0.20	0.10	0.25	0.05	50.68	3%	0.15	0.60	51.28
	1-May-18	34.49	3.45	3.15	0.60	0.70	8.90	0.20	0.10	0.25	0.05	51.89	3%	0.15	0.60	52.49
Driver 10,000 lbs. G.V.W. and over	1-May-16	34.30	3.43	2.65	0.60	0.50	8.30	0.20	0.10	0.25	0.05	50.38	3%	0.15	0.60	50.98
	1-May-17	34.83	3.48	2.90	0.60	0.60	8.60	0.20	0.10	0.25	0.05	51.61	3%	0.15	0.60	52.21
	1-May-18	35.35	3.54	3.15	0.60	0.70	8.90	0.20	0.10	0.25	0.05	52.84	3%	0.15	0.60	53.44



**Note 1:** It is expressly understood that the Carpenter/Formsetter rate will apply only to those employees able to set grades for concrete, lay drains, finish concrete and actually cutting and installing formwork for stairways, landings, balconies, verandas and fireplaces.

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

**Note 3:** **Transportation of Employees:** Employees, excluding Working Foremen, who are requested to pick up other employees at assembly points and transport them to the job and from the job back to the assembly points, shall be paid the equivalent of one (1) hour per day straight time, which time shall not be included in calculating said employees' hours worked per week.

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

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

<b>DATE</b>	<b>Wages</b>	<b>Vacation Pay</b>	<b>Benefit Plan</b>	<b>Pension Plan</b>	<b>SUB-TOTAL</b>	<b>Training Fund</b>	<b>Industry Fund</b>	<b>TOTAL</b>
<b>May 1, 2016</b>	\$37.36	\$3.73	\$5.10	\$5.72	<b>\$51.91</b>	\$0.40	\$0.60	<b>\$52.91</b>
<b>May 1, 2017</b>	\$38.38	\$3.83	\$5.15	\$5.78	<b>\$53.14</b>	\$0.45	\$0.60	<b>\$54.19</b>
<b>May 1, 2018</b>	\$39.41	\$3.93	\$5.20	\$5.83	<b>\$54.37</b>	\$0.50	\$0.60	<b>\$55.47</b>

**Engineers operating Backhoes, Front-End Loaders (under 1 Cubic Yard, Farm and Industrial Type Tractors with Excavating Attachments, Compaction Equipment and Bulldozers (Under D-4)**

<b>DATE</b>	<b>Wages</b>	<b>Vacation Pay</b>	<b>Benefit Plan</b>	<b>Pension Plan</b>	<b>SUB-TOTAL</b>	<b>Training Fund</b>	<b>Industry Fund</b>	<b>TOTAL</b>
<b>May 1, 2016</b>	\$36.25	\$3.63	\$5.10	\$5.72	<b>\$50.70</b>	\$0.40	\$0.60	<b>\$51.70</b>
<b>May 1, 2017</b>	\$37.25	\$3.73	\$5.15	\$5.78	<b>\$51.91</b>	\$0.45	\$0.60	<b>\$52.96</b>
<b>May 1, 2018</b>	\$38.24	\$3.83	\$5.20	\$5.83	<b>\$53.10</b>	\$0.50	\$0.60	<b>\$54.20</b>

**5.02 Brushcoating**

- (a) Where an employee is assigned to perform brush coating they shall not have their hourly rate reduced.
- (b) It is agreed that a person employed solely as a brush coater shall be paid no less than the rate of a labourer.

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

**6.01** The Employer agrees to deduct from the employees' wages, working dues in the amount of three percent (3%) of the gross wages (excluding vacation pay) of employees who are members of Local 183 and to remit such amount, by using Section "B" of the standard remittance form, not later than the fifteenth (15<sup>th</sup>) day of the month following the month for which the deduction is made, to the Universal Workers Union, L.I.U.N.A. Local 183.

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

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

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

**7.02** **Advancement Dues Check-Off:** The Employer shall deduct twenty cents (\$0.20) per hour effective May 1<sup>st</sup>, 2016; twenty five cents (\$0.25) per hour effective May 1<sup>st</sup>, 2017; and thirty cents (\$0.30) per hour effective May 1<sup>st</sup>, 2018, for each hour earned by each employee covered by this Agreement for Advancement Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Collective Agreement.

## **ARTICLE 8 - MAINTENANCE OF EXISTING RATES**

**8.01** It is agreed that at the commencement of this Agreement no employee covered by this Agreement shall receive a reduction in his rate of wages through the introduction of this Schedule. This Article will not be applied in such a way that an Employer will be put in violation of Article 10.02 as a result thereof. It is understood and agreed that when an employee works in a Board Area (including Board Areas not otherwise referred to herein), all terms and conditions set

out in this Collective Agreement will be maintained and the employee will continue to receive his wages rate, hours of work and fringe benefits, as provided for in this Collective Agreement and that are applicable in the Board Area in which he regularly works, unless the employee is working in a Board Area where such terms and conditions are specifically governed by a Schedule forming part of this Collective Agreement and which provides for more beneficial terms and conditions for employee, in which case the more beneficial terms and conditions shall apply.

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

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

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

**(b)** Whenever Employment Insurance Separation Slips and pay cheques are not given to employees at the time of termination, they shall be sent by the Employer concerned to the employee by registered mail to his last known address within three (3) days of the time of termination.

## **ARTICLE 10 - CONTRACTING / SUB-CONTRACTING**

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

**10.02** When required to excavate an exterior lateral, the Employer will use its best efforts which will include a call to a designated Union Representative prior to the award of the Sub- contract.

**Note:** The Union undertakes to provide the Association with a list of contractors who are capable of performing Concrete and Drain excavation work

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

**11.01** No travelling expenses will be paid on jobs located within the following geographic area, which is summarized on Schedule "C":

The **Southern Boundary** shall be Lake Ontario;

The **South Eastern Boundary** shall be Lake Ontario and Stevenson Road;

The **Eastern Boundary** shall be Stevenson Road north from Lake Ontario until it meets Highway 12, and then Highway 12 north past Highway 48 and to County Road 23;

The **North Eastern Boundary** shall be the corner of Highway 12 and County Road 23 and then west in a straight line to Lake Simcoe;

The **South Western Boundary** shall be Tremaine Road and Lake Ontario; The **Western Boundary** shall be Tremaine Road north to Highway 24, then 24 east until Highway 25, and Highway 25 north until Highway 89, and Highway 89 east to County Road 17, east to Dufferin Road 124, and then Dufferin Road 124 north to Country Road 9;

The **North Western Boundary** shall be the corner of Dufferin Road 124 and Country Road 9 (by Noisy River Provincial Park);

The **Northern Boundary** shall be County Road 9 proceeding east until Country Road 10 (Brentwood); and then south to Angus where it become Highway 90; Highway 90 east until it becomes Dunlop St, and Dunlop St to Bayfield St. Barrie, and then Bayfield St. south to Lake Simcoe; The remaining northern boundary shall be the shoreline of Lake Simcoe.

**11.02 Travelling and Room and Board Allowance:** For all jobs outside the geographical area described in the attached map, the following travelling expenses will apply:

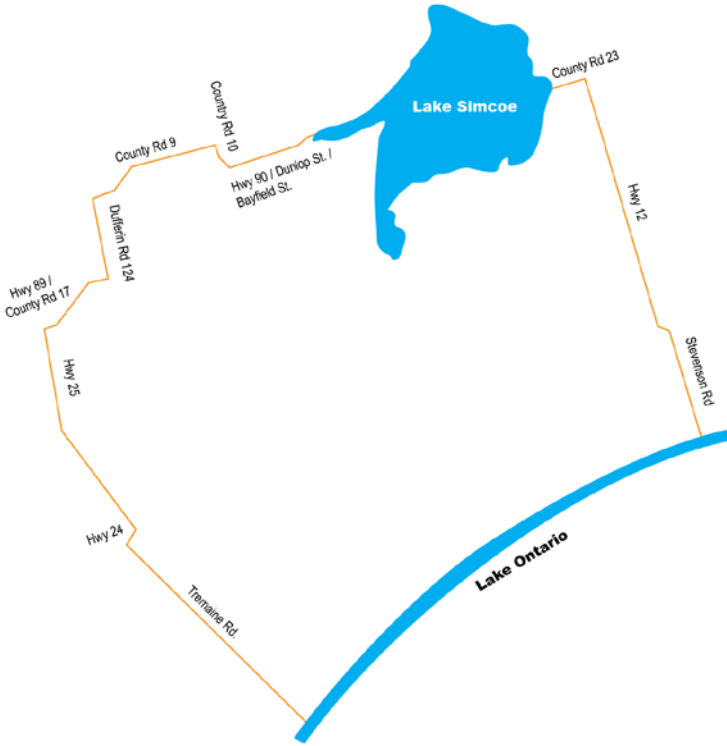
- (a) Effective May 1, 2016, if employers provide a company vehicle, seventeen dollars (\$17.00) per day shall be paid. Effective May 1, 2017 this shall increase to twenty dollars (\$20.00).
- (b) Effective May 1, 2016, employees who are required to use their own transportation at the request of the Employer will be paid forty-two cents (\$0.42) per road kilometre from the work site to the nearest point of the boundary of the Metro area.

**11.03** It is understood that if an Employer requires an employee to be out of town overnight, the Employer will provide at his own expense adequate room and board for the employee, or will pay to the employee a daily allowance of ninety-five dollars (\$95.00) per day to a maximum of four hundred and seventy-five dollars (\$475.00) per week.

**11.04** If an Employer instructs an employee to attend a worksite, in the City of Toronto, with his own vehicle, the Employer shall reimburse the employee for the costs of the parking if the employee provides a receipt.

**11.05** An employee required to work out of town by his Employer in the circumstances contemplated above the Employer will maintain the rates of wages and overtime rates and all fringe benefits provided for in this Agreement, including but not limited to Health and Welfare, Pension, Vacation and Statutory Holiday Pay, Training and Union Dues.

**SCHEDULE "C"  
MAP**





**SCHEDULE "D"**  
**NOTICE OF PROJECT START**  
**Concrete and Drain**

**Date:** \_\_\_\_\_

**Concrete & Drain Contractor:** \_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Builders/Developer: (Name of Builder & Project Name)	
Location of Project: (Intersection or address, if available)	
Municipality (if known):	

**Please send notice to:**     Attention: Paulo Almeida  
LIUNA Local 183  
1263 Wilson Avenue  
Toronto, Ontario, M3M 3G3  
Tel: (416) 241-1183; Fax: (416) 241-9845

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN:**

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

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 183**  
(“Local 183”)

***RE: Training Curriculum***

In conjunction with the L.I.U.N.A. Local 183 Life Long Learning Centre, the Ontario Concrete & Drain Contractors' Association (OCDCA) agrees to the development of a Training Curriculum, prepared by the Centre and directed to the employees of the OCDCA member companies.

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

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**

International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER

JOE REDSHAW, PRESIDENT

ALEX LAW, TREASURER

JOE DOWDALL, VICE PRESIDENT

BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY

RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

**LETTER OF UNDERSTANDING NO. 2**

**BETWEEN:**

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

-and-

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(“Local 793”)

***RE: Owners / Operators***

It is agreed and understood that the Employer will advise Local 793 of any owner/operator which an Employer employs or intends to employ for the purpose of allowing Local 793 to verify the status of its owner/operator.

The parties agree to establish a committee of three (3) representatives from the Ontario Concrete and Drain Contractors' Association and three (3) representatives from Local 793 to meet and attempt to set up special rates and conditions for operator trainees.

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**

International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER

JOE REDSHAW, PRESIDENT

ALEX LAW, TREASURER

JOE DOWDALL, VICE PRESIDENT

BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY

RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

**LETTER OF UNDERSTANDING NO. 3**

**BETWEEN:**

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

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 183**  
(“Local 183”)

-and-

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(“Local 793”)

***RE: Trainees***

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

1. The Employer notifies the Union of the hiring of a trainee who shall obtain a referral slip from the Union and shall join the Union no later than the first (1<sup>st</sup>) Saturday after he commences work;
2. An Employer may hire one (1) trainee per crew with a maximum of not more than two (2) trainees for every ten (10) employees, excluding working foremen;
3. All trainees will be laid off prior to the lay off of any other employees;
4. An individual shall be classified as a trainee for six (6) months;
5. The wages payable to a trainee shall be as follows:
  - (a) For the first two (2) months – sixty percent (60%) of the regular wage rate
  - (b) For the last four (4) months – eighty percent (80%) of the regular wage rate

- (c) For all six (6) months, vacation pay and benefits shall apply as per the Collective Agreement.

The parties agree that this will only apply to New Trainees and any trainee currently in the system will be grandfathered such that the current rates shall apply.

6. It is further agreed that where an Employer employs more than one (1) trainee, they shall be employed in different classifications.

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**  
International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER  
JOE REDSHAW, PRESIDENT  
ALEX LAW, TREASURER  
JOE DOWDALL, VICE PRESIDENT  
BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY  
RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

**LETTER OF UNDERSTANDING NO. 4**

**BETWEEN:**

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

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**  
(“Local 183”)

***RE: Name of the Union***

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

The Employer agrees that upon written notice from Local 183 that it has formally changed its name, Local 183, under its new name, will enjoy all status, rights, obligations, and privileges under this Collective Agreement and otherwise, and shall be recognized by the Employer as the same union as under its previous name.

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

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI



**ON BEHALF OF:**

International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER

JOE REDSHAW, PRESIDENT

ALEX LAW, TREASURER

JOE DOWDALL, VICE PRESIDENT

BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY

RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

**LETTER OF UNDERSTANDING NO. 5**

**BETWEEN:**

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

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 183**  
(“Local 183”)

-and-

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(“Local 793”)

***RE: New or Existing Entities***

The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one (1) corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective Agreement. For the purpose of this Letter, “activities” include any activities contemplated by the Purpose and Intent, Recognition, and/or Scope clauses of this Collective Agreement.

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

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

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**  
International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER  
JOE REDSHAW, PRESIDENT  
ALEX LAW, TREASURER  
JOE DOWDALL, VICE PRESIDENT  
BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY  
RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

**LETTER OF UNDERSTANDING NO. 6**

**BETWEEN:**

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

(“Local 183”)

-and-

**ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION**  
(the “Association”)

**RE: Workers on modified duties attending at the Training Centre**

**WHEREAS** during collective bargaining the Association raised the topic of injured workers attending at the LIUNA Local 183 Training Centre for courses as part of an employer’s modified work program;

**AND WHEREAS** the Training Centre has confirmed that it allows members of Local 183 who are on modified work to take courses at the Training Centre, subject to the worker’s functional abilities and program availability, at the request of the Employer;

**NOW THEREFORE** the parties agree as follows:

1. The Union confirms that the recital above accurately records the representation made by the Training Centre.
2. The Association and its members agree that injured workers attending at the Training Centre as part of an employer’s modified work program will be paid their wages under the collective agreement for such work.
3. During the term of this Collective Agreement the Association and the Union agree to consult on the possibility of additional courses relevant to concrete and drain which could be developed with the Training Centre to provide additional program(s) which could be accessed by injured workers. Further, if they can agree upon such courses, the Union and the Association agree to jointly approach the Training Centre and to work collaboratively towards the creation of such program(s).

4. The parties agree that this Letter of Understanding forms part of the Collective Agreement and is enforceable as such.

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
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**ON BEHALF OF:**  
International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER  
JOE REDSHAW, PRESIDENT  
ALEX LAW, TREASURER  
JOE DOWDALL, VICE PRESIDENT  
BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY  
RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

**LETTER OF UNDERSTANDING NO. 7**

**BETWEEN:**

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

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 183**  
(“Local 183”)

-and-

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(“Local 793”)

***RE: Repetitive Violations of the Collective Agreement***

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

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

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**  
International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER  
JOE REDSHAW, PRESIDENT  
ALEX LAW, TREASURER  
JOE DOWDALL, VICE PRESIDENT  
BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY  
RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

**LETTER OF UNDERSTANDING NO. 8**

**BETWEEN:**

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

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 183**  
(“Local 183”)

-and-

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(“Local 793”)

***RE: Remittances and Contributions***

The above-noted parties agree that during the lifetime of this Agreement Local 183 or Local 793 shall have the right, at any time to require the Employer to change the amount of contributions to any of the employee benefit funds set out in the Collective Agreement, by transferring any portion of the contributions required to be made to any particular employee benefit fund now existing, other than the Vacation Pay Fund and the Industry Fund, to any other employee benefit fund now existing or existing in the future provided that there should be no increase in the total monetary contributions required to be made under this Agreement.

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



Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**  
International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER  
JOE REDSHAW, PRESIDENT  
ALEX LAW, TREASURER  
JOE DOWDALL, VICE PRESIDENT  
BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY  
RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

**LETTER OF UNDERSTANDING NO. 9**

**BETWEEN:**

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

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 183**  
(“Local 183”)

***RE: Truck Drivers***

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

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

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

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

The following article, Article 1.01 – Schedule “B” shall apply to all truck drivers employed directly by employers bound to the collective agreement.

**1.01 (a)** The hours of work shall be based upon fifty-five (55) hours per week, Monday to Friday.

- (b) Overtime at the rate of time and one-half the employees current hourly rate shall be paid to all employees for all work performed in excess of fifty-five (55) hours per week, Monday to Friday, inclusive and for all work performed on Saturday.
- (c) Overtime at the rate of double the employee's current hourly rate shall be paid to all employees for all work performed on, Sundays and holidays.
- (d) There shall be no pyramiding of overtime.
- (e) This Letter will expire six (6) months after Local 183 demonstrates that at least seventy (70) stonemason trucks are being operated by employees bound to this Collective Agreement. If there is a dispute over the application of this clause, this shall be referred to arbitration for final resolution.

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

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**

International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER

JOE REDSHAW, PRESIDENT

ALEX LAW, TRESAURER

JOE DOWDALL, VICE PRESIDENT

BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY

RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

## LETTER OF UNDERSTANDING NO. 10

**BETWEEN:**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(“Local 793”)

-and-

**ONTARIO CONCRETE & DRAIN CONTRACTORS’ ASSOCIATION**  
(The “Employer Association”)

***RE: Trust Agreement for International Union of Operating Engineers***

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

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

**NOW THEREFORE** the parties agree as follows:

1. The Employer Association agrees to execute the Letter of Understanding, attached as Schedule “A”, upon receipt of an executed Letter of Understanding between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency with respect to making similar amendments to, and/or establishing a new, Trust Agreement for the administration of the International Union of Operating Engineers, Local 793 Training Fund under the Provincial Collective Agreement.

2. Any relevant and/or substantive amendments made to the Letter of Understanding between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency shall also be made to the Letter of Understanding attached as Schedule "A" prior to execution.

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**  
International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER  
JOE REDSHAW, PRESIDENT  
ALEX LAW, TREASURER  
JOE DOWDALL, VICE PRESIDENT  
BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY  
RON HILLIS, DIRECTOR OF THE TORONTO AREA

**"ERRORS AND OMISSIONS EXCEPTED"**

Letter of Understanding No. 11

**BETWEEN:**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(“Local 793”)

-and-

**ONTARIO CONCRETE & DRAIN CONTRACTORS’ ASSOCIATION**  
(the “Employer Association”)

***RE: Local 793 Training Fund***

**WHEREAS** the Employer Association members are required to make contributions on behalf of its employees to the International Union of Operating Engineers, Local 793 Training Fund (the “Training Fund”) pursuant to Article 22.01 of the Collective Agreement between the International Union of Operating Engineers, Local 793 and the Ontario Concrete and Drain Contractors’ Association (the “Ontario Concrete and Drain Agreement”);

**NOW THEREFORE** the parties agree with each other as follows:

- 1.** The Employer Association agrees that from and after the effective date of the Ontario Concrete and Drain Agreement, the Training Fund shall continue and the Employer Association members shall make contributions in accordance with the applicable rates;
- 2.** As of the effective date of the Ontario Concrete and Drain Agreement, the Employer Association will agree to amend the Trust Agreement of the Training Fund (the “Trust Agreement”) so that the Employer Association and any of the other Party Associations will no longer have the right to appoint Trustees to the Board of Trustees, and any power of appointment which they have will be transferred to Local 793, which shall appoint all of the members of the Board of Trustees;

3. The Employer Association agrees to serve notice on any Trustees appointed by the Party Associations to the Trust Agreement that they are removed as Trustees of the Training Fund;
4. The Employer Association agrees that it will take all necessary steps and execute any necessary documents, including but not limited to amendments to the Ontario Concrete and Drain Agreement, to effect the removal of the Employer Trustees and the power of the Party Associations to appoint any Trustees under the Trust Agreement and will consent to any variation of the Training Fund if necessary;
5. The Employer Association further agrees that if for any reason it is not immediately possible to remove all Employer Trustees from participation in the Training, at the written direction of Local 793, the Employer Association shall make contributions to such new training trust fund as may be designated by Local 793 where all of the Trustees are appointed by Local 793.
6. The parties agree this Letter of Understanding forms part of the Ontario Concrete and Drain Agreement and may be enforced pursuant to the terms and conditions therein.

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI



**ON BEHALF OF:**

International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER

JOE REDSHAW, PRESIDENT

ALEX LAW, TREASURER

JOE DOWDALL, VICE PRESIDENT

BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY

RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

## LETTER OF UNDERSTANDING NO. 12

### BETWEEN:

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

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 183**  
(“Local 183”)

### ***RE: Health and Safety***

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

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

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

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

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

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**  
International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER  
JOE REDSHAW, PRESIDENT  
ALEX LAW, TREASURER  
JOE DOWDALL, VICE PRESIDENT  
BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY  
RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

**LETTER OF UNDERSTANDING NO. 13**

**BETWEEN:**

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

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 183**  
(“Local 183”)

***RE: Health and Safety Training***

**WHEREAS** the Association and Local 183 are jointly committed to a safe and healthy work environment and recognize the importance of appropriate training to ensure that employees have the requisite knowledge to work in a healthy and safe manner; and

**WHEREAS** the Association and Local 183 wish to ensure the employees benefit from Occupational Health and Safety training appropriate to their work industry; and

**WHEREAS** the Association and Local 183 have agreed to include a certification requirement as a condition of employment in Article 13.10; and

**WHEREAS** the parties wish to provide transition provisions to ensure that the application of Article 13.10 does not cause a hardship for employees or the Employer;

**NOW THEREFORE** the Association and Local 183 agree as follows:

1. By no later than July 1, 2007, the Employer shall complete an inventory of each employee's health and safety certificate status;
2. Within sixty (60) days of completing the inventory, the Employer shall notify each employee, in writing with a copy to Local 183, of which certifications the employee is required to obtain or to maintain current;

3. The employee shall be required to obtain the identified certification(s) on his own time, but in the event that the Employer fails to provide the requisite written notice, the Employer shall pay the employee his regular hourly rate for each hour spent taking the required courses;
4. Each employee shall obtain the required certification(s) as identified by the Employer prior to commencing work on April 1, 2008;
5. Commencing with the construction season on April 1, 2008, Local 183 agrees that it shall not dispatch persons to work for an Employer who has not obtained the certification(s) required for the type of work to be performed and the Employer agrees not to employ persons who have not obtained such certificate(s);
6. After April 1, 2008, if an Employer is required to hire a new employee to the concrete and drain sector in accordance with the provisions of the Agreement, Local 183 shall issue a referral slip in accordance with Article 3.01 and the employee must attend the Concrete and Drain Safety Program training course as soon as it is offered by the Life Long Learning Centre Inc. after being hired and attain a certificate of program completion on the employee's own time;
7. Nothing in this Agreement can be taken to abrogate the responsibilities of the Employer, the Union, or the employee pursuant to the provisions of the *Occupational Health and Safety Act*.

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**  
International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER  
JOE REDSHAW, PRESIDENT  
ALEX LAW, TREASURER  
JOE DOWDALL, VICE PRESIDENT  
BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY  
RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

## LETTER OF UNDERSTANDING NO. 14

### BETWEEN:

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(“Local 793”)

-and-

**ONTARIO CONCRETE & DRAIN CONTRACTORS’ ASSOCIATION**  
(the “Employer Association”)

### RE: SUB-CONTRACTING

**WHEREAS** the parties have agreed to continue to meet and discuss issues surrounding the work of Operating Engineers as it relates to this Collective Agreement, including sub-contracting, incorporation of cross-over clauses, and other issues of importance to the industry;

**NOW THEREFORE** the parties agree as follows:

1. The parties agree to establish a committee of three (3) representatives of the Association and three (3) representatives of the Union who will meet at least quarterly. The parties will each advise each other of their representatives within two (2) weeks of signing this Letter of Understanding.
2. The parties agree that the first meeting of the Committee will occur by no later than July 31, 2013 and at that time the parties will establish the dates and times for their next meeting(s).
3. The parties agree that this Letter of Understanding forms part of the Collective Agreement and is enforceable as such.

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**  
International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER  
JOE REDSHAW, PRESIDENT  
ALEX LAW, TREASURER  
JOE DOWDALL, VICE PRESIDENT  
BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY  
RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**



## **APPENDIX "A"**

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

### **Effective May 1, 2016:**

- (i)** For employees with \$6,750.00 or fewer dollars in their Health Plan Dollar Bank:
  - \$5.72 to the Pension Plan; and
  - \$5.10 plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
  
- (ii)** For employees with more than \$6,750.00 in their Health Plan Dollar Bank:
  - \$10.82 to the Pension Plan for Benefits; and
  - \$0.41 to be applied towards the cost of administering the Pension Plan; and
  - Nil (\$0) to the Health Plan.

### **Effective May 1, 2017:**

- (i)** For employees with \$6,750.00 or fewer dollars in their Health Plan Dollar Bank:
  - \$5.78 to the Pension Plan; and
  - \$5.15 plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
  
- (ii)** For employees with more than \$6,750.00 in their Health Plan Dollar Bank:
  - \$10.93 to the Pension Plan for Benefits; and
  - \$0.41 to be applied towards the cost of administering the Pension Plan; and
  - Nil (\$0) to the Health Plan.

**Effective May 1, 2018:**

- (i) For employees with \$6,750.00 or fewer dollars in their Health Plan Dollar Bank:
- \$5.83 to the Pension Plan; and
  - \$5.20 plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
- (ii) For employees with more than \$6,750.00.00 in their Health Plan Dollar Bank:
- \$11.03 to the Pension Plan for Benefits; and
  - \$0.42 to be applied towards the cost of administering the Pension Plan; and
  - Nil (\$0) to the Health Plan.

Effective on and after January 1, 2010 the amount \$6,750.00 in a Member's Health Plan dollar bank noted in (i) and (ii) above shall be re-determined from time to time as determined by a duly constituted motion passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the administrator.

## **APPENDIX “B”**

### **ENFORCEMENT SYSTEM**

**BETWEEN:**

**Ontario Concrete & Drain Contractors’ Association**  
(the “Association”)

**-and-**

**Labourers’ International Union of North America, Local 183**  
(the “Union”)

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

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

#### **I. EXPEDITED ARBITRATION**

##### **(A) Arbitrator**

Laura Trachuk and Michael Horan, or an arbitrator who is mutually agreeable to both parties will be the arbitrator for this Enforcement System.

##### **(B) Expedited Arbitration Procedure**

**1.** The term “Grievance”, wherever used in this Enforcement System, shall mean a grievance concerning the interpretation, application, administration or alleged violations of a provision of the Collective Agreement including but not limited to:

- payment for hours worked;
- rates of pay;
- overtime premiums;
- travelling expenses;
- room and board allowances;
- reporting allowances;

- welfare, pension, industry fund and any other funds, dues or other form of compensation to or on behalf of an employee and/or the Union;
- Notwithstanding 7.09 a discipline and/or discharge grievance may be referred to the Expedited Enforcement System only if the Employer agrees to in writing.

**2.** Any party bound by this Enforcement System may initiate the Expedited Arbitration process by service of a Grievance, in writing, by facsimile transmission, registered mail, regular mail or courier (including Canada Post Courier) on the affected Contractor. Service shall be deemed to be achieved if the Grievance is received at the last known address of the Contractor; whether listed in the original Collective Agreement or not, at an alternate address for which written notification has been forwarded to the Union.

**3.** The Union may refer any Grievance concerning a violation of the Collective Agreement to Expedited Arbitration. Notice of such referral to Expedited Arbitration shall be served by facsimile transmission, registered mail, regular mail or courier (including Canada Post Courier) upon the Contractor, the Association and the Arbitrator.

**4.** Service shall be effective on receipt, if facsimile transmission, courier registered mail or regular mail is used and all parties, shall be deemed to have been properly notified.

**5.** The Arbitrator shall commence the Expedited Arbitration Hearings no sooner than five (5) days from the date of service of the Referral to Expedited Arbitration. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournments will not be granted because of the unavailability of counsel, for business demands or because a party asks for additional time to prepare.

**6.** Subject to the discretion of the Arbitrator, the Expedited Arbitration Hearings shall be held at the Union office, and may be scheduled by the Arbitrator to commence after normal business hours including Saturdays and Sundays.

**7.** Where the Arbitrator finds the Contractor in breach of the Collective Agreement, the Arbitrator shall order the Contractor to pay all amounts owing with respect to violations of the Collective Agreement. For the following specific types of violations the following terms will apply:

**(a)** For payment of hours of work, rates of pay, overtime premiums, travel expenses, room and board allowances or any other form of compensation to an employee in accordance with the following;

**(i)** Where the Grievance is initiated between one (1) and sixty (60) days after the circumstances giving rise to the Grievance became known or ought reasonably to have become known to the affected employee(s) the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of the unpaid amounts; or

**(ii)** Where the Grievance is initiated at any time beyond sixty-one (61) days after the circumstances giving rise to the grievance became known or ought reasonably to have become known, to the affected employee(s) the Arbitrator shall award recovery of seventy-five (75%) percent of unpaid amounts to be paid to the affected employee(s) and twenty-five (25%) percent of the unpaid amount to be paid to the Union in the form of damages.

**(b)** For payments in respect of Welfare, Pension, Prepaid Legal, Health and Safety, Training, Union Dues, Working Dues, and Industry Fund or any

other fund referred to in the Collective Agreement, or any other form of compensation payable on behalf of an employee or to the Union and any interest or penalty payments provided for in the Collective Agreement, the Arbitrator shall award recovery of one hundred percent (100%) of the unpaid amounts.

**8.** The Arbitrator shall have the power to make the Arbitrator's cost (fees and expenses) an Award or part of any Award against any party and to be payable to the Union and the Association equally in trust for the Arbitrator.

**9. (a)** This arbitration process shall be in addition to and without prejudice to any other procedures and remedies that the parties may enjoy including applications to a court; or to the Ontario Labour Relations Board pursuant to section 96 of the *Labour Relations Act, 1995*, as amended; or the *Construction Lien Act*; or any other operative legislation; or as provided for under the Collective Agreement.

**(b)** Any Grievance concerning the interpretation, application, administration or alleged violation of the Collective Agreement may be processed through the grievance/arbitration procedure outlined in the Collective Agreement or under this Enforcement System or referred to arbitration pursuant to section 133, or any other applicable section, of the *Labour Relations Act, 1995* provided however that any Grievance may not be processed under more than one (1) of these arbitration mechanisms.

**(c)** Where a Grievance has been properly referred under the procedure provided for in this Enforcement System, it is understood and agreed that all of the parties shall be deemed to have waived any right to refer the Grievance to arbitration under section 133 of the *Labour Relations Act, 1995* or pursuant to the appropriate Articles of the Collective Agreement and any such referral shall be null and void.

**(d)** In the alternative, should a grievance which has been or could have been referred to arbitration under this system be referred to arbitration under section 133 of the *Labour Relations Act, 1995* or under the appropriate articles of the Collective Agreement, and should the Ontario Labour Relations Board, or any other Arbitrator determine it has jurisdiction, then the parties agree that the terms of this Enforcement System form part of the Collective Agreement and will be applied as such and will be varied solely to reflect the different method of referral.

**(e)** It is understood and agreed that the Arbitrator's decision is final and binding with respect to those matters referred to the Arbitrator. The Arbitrator shall have all the powers of an Arbitrator under the *Labour Relations Act, 1995*, as amended, including but not limited to the power to require records and/or documents to be produced prior to and/or at the hearing and the power to issue summons to witness and to thereby compel attendance. The decision of the Arbitrator, inclusive of orders for payment of any monies in respect of damages, costs, Arbitrator's fees and/or penalties, is deemed to be a decision of an Arbitrator pursuant to the *Labour Relations Act, 1995*, as amended, and enforceable as such.

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

## **II. UNION INVESTIGATION COMMITTEE**

**1.** The Union shall establish a Union Investigation Committee consisting of the following persons:

- (a)** the Business Manager or his designate;  
and
- (b)** the Sector Co-Ordinator or his designate;  
and
- (c)** the Union Legal Co-Ordinator or his  
designate.

**2.** The Union Investigation Committee shall meet, as necessary, to investigate any complaint that the Union Business Representative(s) or Union Member(s) have agreed to and/or condoned violations of the Collective Agreement or otherwise failed to take appropriate action or acted inappropriately in dealing with violations of the Collective Agreement and/or the Enforcement System.

**3.** The Union Investigation Committee shall have the power to recommend that charges under the Union Constitution be brought against the Union Business Representative(s) and/or Union Member(s) in respect of the allegations brought to its attention.

**4.** The Union Investigation Committee shall prepare a report of the results of any investigation of complaints including its conclusions as to the validity of the complaints and any action taken to deal with the matters raised.

**5.** A copy of the report prepared by the Union Investigation Committee will be provided to the Labour-Management Joint Committee.

**6.** In the event that the Labour-Management Joint Committee is not satisfied with the report of the Union Investigation Committee, in that it is not satisfied with the appropriateness of the Union's response, or is deadlocked over the issue, any member of the Labour-Management Joint Committee may refer a complaint to the Arbitrator for a determination.

**7.** Any reports or investigations are to be strictly confidential and are to be used only in reference to Article II herein.



### **III. LABOUR-MANAGEMENT JOINT COMMITTEE**

**1.** The Labour-Management Joint Committee shall be established consisting of the following persons:

- (a)** The Business Manager or his designate:  
and
- (b)** The Union Sector Coordinators or their designates; and
- (c)** A representative designated by the Toronto Residential Construction Labour Bureau; and
- (d)** A representative designated by the applicable Contractors' Associations.

**2.** A quorum of the Labour-Management Joint Committee shall be the duly-appointed members or their proxies.

**3.** The Labour-Management Joint Committee will meet to discuss matters of joint interest, including the interests of the Industry, problem solving, monitoring and evaluating compliance with the Collective Agreement and this Enforcement System within seven (7) working days of notice, in writing, of a request for a meeting by any Committee Member. The Union Business Manager shall schedule all such meetings after consultation with the other Labour-Management Joint Committee Members.

**4.** Decisions of the Labour-Management Joint Committee shall be taken by consensus and with the unanimous support of all members of the Committee.

**5.** In the event the Labour-Management Joint Committee is unable to agree on a course of action to deal with a matter, the Arbitrator shall attempt to mediate any disagreement. Failing resolution of the matter at mediation, the Arbitrator shall cast a deciding vote.

6. The Labour-Management Joint Committee may augment and improve the Enforcement System only upon unanimous agreement of the Committee members. The deciding vote of the Arbitrator shall not apply to any issues involving any such improvements to this Enforcement System. The Labour-Management Joint Committee shall not have the power to derogate in any material fashion from this Enforcement System.

7. The Labour-Management Joint Committee shall have no power to order the Union, its Business Representatives and /or its members to post a bond or Letter of Credit to secure payment of damages or levies or impose discipline, fines, suspensions or expulsions. Such proceedings must occur under the Union Constitution. Any complaint that may warrant such remedial action may be initiated by any party in writing to the Union Investigation Committee.

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

Signed and dated at Toronto this 21<sup>st</sup> day of October, 2016.

**ON BEHALF OF:**  
LIUNA, Local 183

JACK OLIVEIRA  
LUIS CAMARA

**ON BEHALF OF:**  
The Ontario Concrete &  
Drain Contractors' Association

MARIO DI GENOVA  
VITO SESTITO  
RAY DI DONATO  
DOMENIC SIMONE  
MARK MANARIN  
ROBERT CELSI

**ON BEHALF OF:**

International Union of  
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER

JOE REDSHAW, PRESIDENT

ALEX LAW, TREASURER

JOE DOWDALL, VICE PRESIDENT

BRIAN ALEXANDER, RECORDING-CORRESPONDING SECRETARY

RON HILLIS, DIRECTOR OF THE TORONTO AREA

**“ERRORS AND OMISSIONS EXCEPTED”**

## **ACKNOWLEDGEMENT**

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 2016 – 2019 Collective Agreement.

LIUNA Local 183 appreciates the hard work and valuable contributions of the following bargaining unit members.

**Billy Da Rosa**  
**Jeffrey Teixeira**  
**Kevin Vieira**