

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

TORONTO AND AREA ROAD BUILDERS' ASSOCIATION

**- AND -**

A COUNCIL OF TRADE UNIONS ACTING AS THE REPRESENTATIVE AND AGENT OF  
TEAMSTERS' LOCAL UNION 230  
AND  
LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

**MAY 1, 2025 – APRIL 30, 2028**

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AND LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

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**THIS AGREEMENT** made and entered into this 1<sup>st</sup>, day of May, 2025.

B E T W E E N:

**TORONTO AND AREA ROAD BUILDERS' ASSOCIATION**

(hereinafter called the "Association")

OF THE FIRST PART

- and -

**A COUNCIL OF TRADE UNIONS**

**acting as the representative and agent of Teamsters' Union, Local 230  
and Labourers' International Union of North America, Local 183**

(hereinafter called the "Council")

OF THE SECOND PART

**WHEREAS** the Association, acting on behalf of its members, and the Council, acting on behalf of its member Unions, wish to make a common collective agreement, with respect to certain employees engaged in all road and parking lot construction, repairs, including interlocking stone paving of all types, paving, etc., and all work incidental thereto, and to provide for and ensure uniform interpretation and application in the administration of the collective bargaining agreement;

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

**AND WHEREAS** the Association recognizes the formation by the Unions of the Council and agrees to deal with the Council as the agent of the Unions in negotiating and administering a common collective agreement;

**AND WHEREAS** the said Unions and the said Council recognize the formation by the companies of the Association and agree to deal with the said Association in accordance with the Accreditation Order, but without liability against the Association for violations of the Collective Agreement by Employers, in negotiating and administering a common collective agreement.

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

## **ARTICLE 1 – COUNCIL OF TRADE UNIONS**

1.00 The above recitals are true and accurate and form a material part of this Collective Agreement.

1.01 The members of the Council of Trade Unions are:

TEAMSTERS' LOCAL UNION 230; and  
LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 183.

1.02 The Unions named above each agree with the other and with the Association:

- (a) To maintain a Council of Trade Unions composed of the accredited representatives of those Unions named above which are parties to this Agreement and no others, as their representative and agent for the purpose of bargaining collectively with the Association and administering this Agreement; and
- (b) To delegate, and they do hereby delegate, to the Council acting as their representative and agent, all their rights as bargaining agent for members of their respective Unions who come within the scope of this Agreement and agree during the term of this Agreement not to seek to bargain individually with the Employers; and,
- (c) To be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made on their behalf by the Council pursuant to this Agreement.

1.03 The Council, acting as the representative and agent of the Unions named, accepts the delegation of rights as set out in Article 1.02 hereof and assumes the responsibility of bargaining collectively with the Association on behalf of all employees who come within the scope of this Agreement.

## **ARTICLE 2 – RECOGNITION**

2.01 The Association, on behalf of its member companies, recognizes the Council as the collective bargaining agent for all employees of the members of the Association and all employees of any other Employers on behalf of whom the Association has the authority to bargain in accordance with its Accreditation Order and otherwise, while working within Ontario Labour Relations Board Areas #8, 9, 10, 11 and 18, save and except non-working forepersons, those above the rank of non-working foreperson, office and clerical staff, temporary shop employees, engineering staff, security guards and those employees covered by a subsisting agreement between the Association and the International Union of Operating Engineers, Local 793.

## ARTICLE 3 – UNION SECURITY

### **TEAMSTERS ONLY**

3.01 All employees shall, when working in a position within the bargaining unit of Teamsters' Local 230 be required, as a condition of employment, to be a member of or apply for membership with Teamsters' Local 230 before commencing employment and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement. The Unions agree that they will not refuse membership to any person who applies.

3.02 It is expressly understood and agreed that no Employer shall be required to discharge any employee for violation of the provisions of this Article for Union Security for any reason other than non-payment of regular monthly dues or the refusal of the employee to join one of the Unions as aforementioned, notwithstanding anything to the contrary herein contained.

3.03 It is further agreed that when a new employee is hired, they will be required to apply for a clearance slip from Teamsters' Local 230, before starting work except in emergency circumstances where the Employer requires the employee to start work immediately in which event the employee must apply for clearance at the Union Hall not later than the Saturday following commencement of employment. The Employer shall supply a letter to the employee confirming they have been hired.

3.04 Each employee shall, when working in a position within the bargaining unit described in Article 2.01 above, be required, as a condition of employment, to have their regular monthly union dues checked off. The Employer agrees to make such deductions from the first pay in each calendar month and to remit same not later than the fifteenth (15th) day of the same month to the Financial Secretary 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. The Employer shall show on the T-4 slips the amount of union dues deducted from each employee.

3.05 The Employer further agrees on receipt of proper authorization to deduct the Union Initiation Fee or Re-Initiation Fee in two (2) equal weekly installments and to remit such deduction to the Union when Union Dues are remitted on or before the fifteenth (15th) of each month.

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

3.06 All employees shall when working in a position with the bargaining unit of Union Local 183 described in Article 2.01 hereof be required as a condition of employment to be a member in good standing of Local 183 before commencing employment and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement. In the event that the Employer is unable to hire employees who are members in good standing of Local 183 then the Employer shall give twenty-four (24) hours notice to Local 183 to provide the required number of employees.

It is understood that if Local 183 is unable to provide the required qualified workers within the above twenty-four (24) hours, the Employer is free to hire such labour that is available outside the Union, providing they join the Union within seven (7) working days.

3.07 Upon written agreement and consent of the Union with respect to the number of students employed and the job site location where those students are to be employed, the Employer will be allowed to hire students for summer help during the months of May, June, July and August, and as a condition of employment shall obtain a clearance certificate from the Union. These students shall receive a rate of fifty percent (50%) of the regular Labourers' rate and will not be subject to any Union fringe benefits, but will be required to pay union dues, and the said students will not be subject to Initiation Fees.

3.08 The following shall apply to heavy construction repair projects:

- (i) The Employer shall have the right to transfer regular employees to a heavy repairs project provided that if replacement employees are required they shall be obtained from the Union.
- (ii) Further, the Employer has the right to recall regular employees who have worked for one (1) full working season with the Employer.

In both cases employees will obtain a clearance slip from the Union as provided for in Article 3.10 prior to commencing work.

3.09 Each employee shall, when working in a position within the bargaining unit described in Article 2.01 above, be required as a condition of employment to have their 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 following 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. It is further agreed and understood that the Employers will receive at least thirty (30) days notice of any changes in the amounts of working dues. In the case of the Teamsters Local 230, when Employers issue T4 slips, they shall include the total amount of union dues.

The above shall apply to Labourers' International Union of North America, Local 183 for all schedules of this Collective Agreement.

3.10 It is further agreed that when an employee is hired and/or recalled, they will be required to apply for a clearance slip from Local 183 before starting work, except in emergency circumstances where the Employer requires the employee to start work immediately, in which event the employee must apply for clearance at the Union Hall not later than the Saturday following commencement of employment. The Employer shall supply a letter to the employee confirming they have been hired.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

4.01 The Council agrees that it is the exclusive function of each member 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 workers required at any or all operations, to determine the kinds of locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- (b) To hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, provided that a claim by an employee that they have been discharged, suspended, disciplined or disciplinary demoted without reasonable cause shall be subject to the provisions of the Grievance Procedure;
- (c) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- (d) It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement, and/or in a manner which is arbitrary, discriminatory or in bad faith.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

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

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

**Step No. 1** - Within twenty (20) working days after the circumstances giving rise to the grievance occurred or originated (save and except grievances arising out of discharge cases in which case the grievance shall be brought forward within ten (10) working days of the employee being notified of their discharge, and save and except monetary and benefit grievances as defined in Article 5.03 and administered under Article 5.04 and 5.05 below), the aggrieved employee with their business representative may present their grievance, which shall be reduced to writing to the Employer. Should no settlement satisfactory to the employee be reached within ten (10) full working days, the next step in the grievance procedure may be taken at any time within ten (10) working days thereafter.

**Step No. 2** - The Council Grievance Committee, if it considers it a valid grievance, may submit the grievance to a committee of the Association and the respective committees shall meet within five (5) working days thereafter in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from

this meeting, the grievance may be submitted to arbitration as provided in Article 6 below at any time within twenty (20) working days thereafter or referred to the Ontario Labour Relations Board for arbitration pursuant to Section 133 of the *Labour Relations Act* within a reasonable time which shall not be more than twenty (20) working days thereafter.

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

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

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

## **ARTICLE 6 – ARBITRATION**

6.01 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 5 above which has not been settled, may be referred to a Board of Arbitration by either party either pursuant to Section 133 of the *Labour Relations Act 1995* or to a sole arbitrator appointed under this Article.

6.02 The Board of Arbitration will be selected in rotation, starting with the first person named on the following list of mutually agreed arbitrators:

Larry Steinberg  
Neil Keating  
John Martelli  
Geneviève Debané

provided the selected Arbitrator can schedule a hearing of the grievance on a mutually convenient date, including weekend and evening hearings if necessary, within thirty (30) days of a notification of that appointment. Should that Arbitrator not be available within that time period, the next person named on the list shall be appointed. Should the second Arbitrator also be unable to schedule the hearing within thirty (30) days, the union shall

refer the grievance to arbitration under Section 133 of the *Labour Relations Act*, unless the parties expressly agree otherwise.

6.03 The Association shall be notified of any referral to arbitration and may participate as a party if it so chooses.

6.04 The decision of the Arbitrator appointed in the above manner shall be binding on the employee, the Union, the Association and the Employers.

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

Each of the parties shall pay one-half of the renumeration and expenses of the person appointed as the Arbitrator.

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

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

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

6.08

- (a) The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later steps;
- (b) In determining the time which is allowed in the various steps, Sundays and Statutory Holidays shall be excluded, and any time limits may be extended by agreement in writing;
- (c) If advantage of the provisions of Article 5 and 6 hereof is not taken within the time limits specified therein or as extended in writing, as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.

6.09 In addition to the procedures set out herein, either party may refer a grievance to arbitration, under the Expedited Arbitration System, attached hereto as Appendix "VI", where appropriate.

## **ARTICLE 7 – MANAGEMENT GRIEVANCES AND COUNCIL GRIEVANCES**

7.01 It is understood that the Association, on its own behalf or on behalf of any of its member companies, may file a grievance with the Council and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee. Such grievance shall be processed at Step No. 2 of the Grievance Procedure set out in Article 5 hereof.

7.02 A Council 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. 2 of the Grievance Procedure as set out in Article 5 hereof. If it is not settled, it may go to a Board of Arbitration in the same manner as a grievance of an employee.

## **ARTICLE 8 – STATUTORY HOLIDAYS, VACATION PAY AND STATUTOR HOLIDAY PAY, HOURS OF WORK, WAGE RATES, ETC**

8.01 Attached hereto as Schedules “A”, “B” and “C” to this Agreement are Schedules of Statutory Holidays, Vacation Pay and Statutory Holiday Pay, Hours of Work, Wage Rates, etc., which are hereby made a part of this Agreement.

8.02 It is understood and agreed that when any employee works in a Board Area (including any Board Area otherwise not referred to in this Agreement or in any of the Schedules or Appendices attached hereto) in which they do not regularly work, all terms and conditions set out in this Collective Agreement (including all Schedules hereto) will be maintained and the employee will continue to receive their wage rate, hours of work, and other benefits as provided for in this Collective Agreement, that are applicable in the Board Area in which they regularly work, unless the employee is working in a Board Area where such terms and conditions are specifically governed by a Schedule or Appendices forming part of this Collective Agreement, and where such Schedule or Appendices provides for more beneficial terms and conditions for the employee, in which case, the more beneficial terms and conditions shall apply.

## **ARTICLE 9 – UNION REPRESENTATION**

9.01 The Business Representative of the Council shall have access to all working areas during working hours as necessary for the administration of this Agreement, but in no case shall their visits interfere with the progress of the work. When visiting a job, they will first advise the superintendent or other supervisory personnel as designated by the Employer. Where clearance is required from the Employer and owner it is the responsibility of the Council to obtain such clearance. The Council agrees to give such assistance as is required of it by the Employer to secure competent and qualified workers.

9.02 The Employers agree to recognize one (1) steward for up to twenty (20) employees or major fraction thereafter, but shall not be obliged to recognize such stewards until the job superintendent (or the foreperson on the job if there is no job superintendent) has been informed by the Business Agent of the appointment; such appointment shall be confirmed by the Union in writing to the Employer within seven (7) working days thereafter. The steward will not be excluded from overtime work on their crew, provided they are able to do the work required, and shall be one of the last two (2) workers retained by the Employer if competent to perform the available work remaining. The Employer will recognize one (1) Teamster steward in addition to the foregoing where more than four (4) Teamsters are employed.

## **ARTICLE 10 – PRODUCTIVITY**

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

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

10.03 Neither of the Unions on whose behalf this Agreement is entered into shall involve the Association or its member companies in any dispute which may arise between the Council or trade union and any other employer and the employees of such other employer. The Council further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

10.04 The Employer agrees to contract or sub-contract the following work only to contractors or sub-contractors who are in contractual relations with Local 183 or Teamsters Local 230 only in relation to haulage of excavated material:

- (a) Asphalt or concrete paving or curb and gutter work and sidewalks including interlocking stone paving;
- (b) Sewer and Watermain work;
- (c) Fencing and sound barriers of all types;
- (d) All landscaping work;
- (e) Heavy Construction work and haulage of excavated material;
- (f) Crash Trucks and Traffic Control;
- (g) Milling and Grinding.

10.05 The Employer agrees to sub-contract utility construction work covered by the collective agreement between The Utility Contractors' Association of Ontario Inc. and Labourers' International Union of North America, Local 183 Ontario Provincial District Council, et al which is to be performed in connection with construction work under this Agreement only to contractors who are party to or bound by a collective agreement with or binding upon Local 183 and which contractors shall perform such work under the said collective agreement.

10.06 It is agreed that owner-operators shall, within seven (7) working days of the first (1<sup>st</sup>) day of engagement, obtain membership in Teamsters' Union, Local 230 (which Local 230 must not withhold) to pay monthly dues (but not initiation fees) at the standard rate. The terms and conditions of engagement of owner-operators, will in all other respects be individually determined, and are not in any way covered by the provisions of this Agreement.

10.07 Work Preference - The Employers will give preference to owner operators (dump trucks and disposable boxes) who are members of Teamsters' Union Local 230. It is agreed that owner-operators, utilized by employers, shall be members of, or shall within seven (7) working days of their first (1<sup>st</sup>) day of engagement obtain membership in Local 230 (which Local 230 must not withhold) and thereafter shall continue to pay monthly dues (but not initiation fees in the case of new members) at the standard rate. The terms and conditions of engagement of owner-operators will in all other respects be individually determined and are not in any other way covered by the provisions of this Agreement.

10.08 Should the Employer perform any work falling within the scope of the Collective Agreements which are binding upon the Council or any of its members set out in the attached Appendix "VII" then the Employer shall abide by and perform such work in accordance with the terms and conditions of the applicable Collective Agreements including, but without limiting the generality of the foregoing, any terms and conditions thereof with respect to contracting or subcontracting restrictions.

## **ARTICLE 11 – PAYMENT OF WAGES**

11.01 Wages shall be paid weekly by cash or cheque or direct deposit on the job at the option of the Employer and shall be accompanied by a slip outlining all hours of work, overtime hours, hourly rate, deductions for income tax, unemployment insurance, pension, etc., where applicable. An employee may agree that the slip containing the aforementioned information be emailed. In the event that wages are paid by cheque or direct deposit, pay day shall be no later than Thursday.

11.02 In the case of layoff, all workers shall receive one (1) hour notice in advance of the layoff.

11.03 Whenever the Record of Employment and pay cheque are not given to employees at the time of termination, layoff, quit or any other interruption of earnings, the ROE shall be electronically filed by the Employer on behalf of the employee within five (5) days of the interruption of earnings. An employee may request to receive a copy of the ROE by email. Further, the pay cheque will be sent within two (2) working days of layoff, and an employee who quits shall be sent their pay cheque not later than the next regular pay day.

## **ARTICLE 12 – SAFETY, SANITATION AND SHELTER**

12.01 Every Employer shall provide a proper and adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch and store their clothing. Sanitary toilets shall be provided in accordance with the provisions of the *Occupational Health and Safety Act* of Ontario. The facilities referred to herein will be provided before production work commences on the job.

12.02 The Employer shall supply safety helmets to employees at no cost. If an employee on termination of employment does not return said helmet, they shall be charged at cost. If the helmet is returned and has been made unwearable through willful neglect and abuse, the employee shall be charged for the full replacement value.

12.03 It is further agreed that drinking water and paper cups will be provided for employees on all jobs and that washing water will be provided where outlets are available to the Employer. Further, if a trailer is used at the job site for storage of tools and equipment, in addition to use as lunchroom facilities (heated when necessary), the tool storage area will be partitioned off.

12.04 A Safety Committee is to be established and composed of two (2) members of the Council and two (2) representatives of the Association. Meetings, not to exceed one (1) per month, will be held when requested by either party.

12.05 When employees are required to perform their duties in wet weather, the Employer agrees to supply suitable protective clothing, including rubber boots and rain suits, which will be returned to the foreman when the assigned duties are completed. It is understood that this provision does not apply to employees who are required to wear rubber boots in the normal course of their duties.

12.06 The Employer shall, at their own expense, furnish to any employee injured in their 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.

12.07 An employee who is injured during working hours in a compensable accident 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 their regular rate of pay.

12.08 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.

12.09 No employee will be discharged by their Employer because they fail to work in unsafe conditions contrary to the provisions of the *Occupational Health and Safety Act* of Ontario. Any refusal by an employee to abide by such regulations after being duly warned will be sufficient cause for dismissal.

12.10 On projects where the Employer provides locked-up facilities as required under Article 12.01 for employees to store their tools and clothing the Employer will reimburse

an employee for up to three hundred dollars (\$300.00) for loss due to fire or theft resulting from a break-in to such locked-up facilities. To be eligible for such reimbursement an employee must have Employer approval for the tools and clothing that will be placed in such facilities.

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

(b) Notwithstanding Article 12.11, electronic devices may be used during working hours by employees, provided that the Employer shall ensure that any use of electronic devices is restricted to occur inside of a designated structure, stationary vehicle, or other designated area away from any area in which construction work is occurring or ongoing. The area shall be designated and communicated to employees prior to their commencement of work. The Employer shall ensure that such use is in compliance with all applicable laws governing safety, privacy and otherwise.

12.12 Each employee will be required to have available at all times a "personal health and safety record booklet or card" provided by the Union (Training Trust Fund), which verifies the employee is qualified to perform the work as required. An employee will be required to produce the booklet or card to the employer upon request and before commencing work.

## **ARTICLE 13 – COFFEE AND MEAL BREAKS**

13.01 Employees will be allowed one (1) coffee break of ten (10) minutes in each half of the working shift. There shall be a (10) ten minute coffee break before commencement of overtime and after every two hours of overtime if the duration of overtime is expected to be in excess of two (2) hours.

13.02 Employees shall be allowed a one-half (1/2) hour unpaid meal break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a meal break.

## **ARTICLE 14 – WELFARE, PENSION, LEGAL PLAN COVERAGE AND CECOF**

14.01 The Employer agrees to pay for each hour worked by each employee represented in this Agreement by Local 183 into Local 183 Members Benefit Fund for the purpose of purchasing weekly indemnity, Life Insurance, Medical, Dental, Prepaid Legal and other similar benefits for such employees covered by this Agreement represented by Labourers' International Union of North America, Local 183, the sums set out in the wage tables of Schedules "A" and "B" of this Agreement.

(a) It is understood that the above mentioned amount in Article 14.01 includes any and all contributions to the Tri-Fund or Industry Development Fund pursuant to Letter of Understanding No. 2;

(b) It is understood that the above mentioned amount in Article 14.01 includes ten cents (10¢) into the Seniors Fund;

(c) The Employer agrees to pay the sums set out in the wage tables of Schedules "A" and "B" of this Agreement for each hour worked to the Labourers' Local 183 Promotional Benefits Fund but nevertheless forwarded to the Local 183 Members' Benefit Trust Fund for administration purposes.

14.02 Effective May 1<sup>st</sup>, 2007, the Employer agrees to pay and remit sixty cents (60¢) per hour to the Long Term Care Fund.

14.03 **Retiree Benefit**

The Employer agrees to pay the sums set out in the wage tables of Schedules "A" and "B" of this Agreement per hour worked by each employee represented by Local 183 to the Labourers' Local 183 Retiree Benefit Trust Fund ("the Retiree Benefit Fund") for the purpose of purchasing benefits as contemplated by the Agreement and Declaration of Trust establishing the said Retiree Benefit Fund.

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

14.04 (a) The Employer agrees to pay the sum of ten cents (10¢) for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund for the purpose of providing legal benefits for such employees and their beneficiaries.

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

14.05 The Employer agrees to pay the sums set out in the wage tables of Schedules "A" and "B" of this Agreement per hour for each hour worked by employees represented in this Agreement by Local 183, into the Labourers' Pension Fund of Central and Eastern Canada.

(a) If the Labourers' Pension Fund of Central and Eastern Canada is unable to accept the contributions for employees over the age of 71 or working while also receiving a pension, then the Employer shall pay an equivalent amount into a non-pension fund as designated by Local 183 and/or the Pension Fund Administrator.

14.06 The Employer agrees to contribute twenty-five cents (25¢) for each hour worked to the Central and Eastern Canada Organizing Fund (CECOF).

14.07 (a) Pension and CECOF contributions shall be sent to the Labourers' Pension Fund of Central and Eastern Canada, PO Box 9002, Lakeshore West PO, Oakville, Ontario, L6L 0G1. The Employer may remit both these contributions on one (1) monthly cheque.

(b) Payments into the Labourers' Pension Fund of Central and Eastern Canada are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which the hours were worked.

14.08 The parties agree to the continuance of the Teamsters' Local Union 230, Members' Benefit Fund, with the Toronto Area Road Builders Association, jointly administered by an equal number of Employer and Union trustees, for the purpose of purchasing weekly indemnity, life insurance, medical, dental and other similar benefits for the employees covered by this Agreement, represented by Teamsters' Local Union 230.

14.09 The Employers agree to pay the contributions set out in Schedule "A", Article 2, B and B1 wage charts and Schedule "B", Article 3, B and B2 wage charts into Teamsters' Local Union 230 Members Benefit Fund for each hour worked by employees represented in this Agreement by Teamsters, Local Union 230.

14.09 (a) The Employer agrees to remit on behalf of each employee represented by Teamsters Union Local 230 for each hour worked, into Teamsters Local Union No. 230 Enhancement Fund the following sums:

(i) Effective May 13<sup>th</sup>, 2013 - thirty cents (\$0.30)

Payments of 14.09 and 14.09(a) are to be made to the Teamsters Local 230 Benefit Fund together with supporting information by the fifteenth (15<sup>th</sup>) day of the month, following the month for which payment is due.

14.10 The Employer agrees to pay into the Teamsters' Canadian Pension Plan - Construction Division, Pension Plan jointly administered by Trustees representing Employers and Union the amounts set out in Schedule "A", Article 2, B and B1 wage charts and Schedule "B", Article 3, B and B2 wage charts. If the Teamsters' Canada Pension Plan – Construction Division, Pension Plan is unable to accept the contributions for employees over the age of 71 or working while also receiving a pension, then the Employer shall pay an equivalent amount directly to the member as designated by Local 230 and/or the Pension Fund Administrator.

14.11 Payments into the welfare funds and pension funds are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which payment is made.

14.12 It is agreed that by joint agreement the trustees of the benefit funds shall be empowered to charge interest at the rate of two percent (2%) per month on failure of an Employer to make payment due to the benefit funds in accordance with Article 14. It is further agreed that by joint agreement of the Council and the Association interest at the rate of two percent (2%) per month compounded monthly, yielding twenty-six and seven tenths of a percent (26.7%) per annum may be charged on failure of an Employer to make payments due to the pension funds in accordance with Article 14.

## **ARTICLE 15 – TRANSFER OF FUNDS**

15.01 During the lifetime of this Agreement, Local 183 shall have the right, at any time, to require the Employer to change the amounts of the contributions to any of the Employee Benefit Funds established for its members set out in the Collective Agreement or which may be established hereafter by Local 183, by transferring any portion of the contribution required to be made to any particular Employee Benefit Fund (now existing or existing in the future) save and except the Labourers' Local 183 Members' Vacation Pay Trust Fund, to any other Employee Benefit Fund (now existing or existing in the future) provided that there shall be no increase in the total monetary contributions required to be made under this Agreement.

## **ARTICLE 16 –**

Note: Article 16 was deleted during negotiations to renew the agreement for 2022-2025.

## **ARTICLE 17 – REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT**

17.01 An employee injured in the performance of their duties will resume their regular work when medically fit to do so if work is available and they apply. The job of an injured worker shall be deemed to be available if upon their return any work within their classification on any project under this Agreement is being performed by an employee who, subsequent to the time of injury, was hired by the Employer or transferred or otherwise assigned to perform any work within the said classification on any project covered by this Agreement. An employee who claims they have been denied employment contrary to this provision may have recourse to the Grievance and Arbitration Procedures as set out in Articles 5 and 6 of this Agreement.

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

## **ARTICLE 18 – INDUSTRY AND TRAINING**

### **TEAMSTERS' LOCAL 230 ONLY**

18.01 Each Employer bound by this Agreement or a like agreement adopting in substance but not necessarily in form, the terms and conditions herein, shall contribute the sum of fourteen cents (14¢) per hour for each hour worked by each employee covered by this Agreement or such like agreement, and remit monthly to Teamsters Local 230 Members Benefit Fund such contributions together with a duly completed Employer's Contribution Report Form should be received by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payments are due, and such monies shall be distributed as follows:

(a) The sum of ten cents (10¢) per hour for each hour worked by each employee covered by this Agreement or such like agreement, shall be immediately paid to the Association by the Trustee of the Teamsters Local 230 Members Benefit Fund.

18.02 The Toronto Area Road Builders Association and the Employers agree to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of contributions made under Article 18.

### **LOCAL 183 ONLY**

18.03 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 to the Industry Fund and the Training Fund the amounts set out in the wage tables of Schedules "A" and "B" of this Agreement per hour for each hour worked by each employee covered by this Agreement or such like agreement, and remit monthly to the Labourers' Local 183 Members' Training and Rehabilitation Fund such contributions 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 payments are due, and such money shall be distributed as follows:

(a) The Industry Fund amount as set out in the wage tables of Schedules "A" and "B" of this Agreement per hour for each hour worked by each employee covered by this Agreement or such like agreement, shall be immediately paid to the Association by the Trustees of the Labourers' Local 183 Members' Training and Rehabilitation Fund as each employer's contribution to the cost of negotiating and administering this Agreement. The Association reserves the right to increase its Industry Fund upon notice to the Unions, in which case the Unions will agree to amend this Collective Agreement to reflect the increased rate effective upon such notice from the Association;

(b) The Training Fund amount as set out in the wage tables of Schedules "A" and "B" of this Agreement per hour for each hour worked by each employee covered by this Agreement or such like agreement, shall be retained by the Labourers' Local 183 Members' Training and Rehabilitation Fund.

### **18.04 Training**

(a) Before commencing employment, each employee must establish to the satisfaction of the Employer that they have completed and hold a valid certification for WHMIS, Working at Heights, Occupational Health and Safety Act ("OHSA") Awareness, Traffic Control and any similar training requirements mandated by the Provincial Government for construction workers pursuant to OHSA.

(b) If an Employer requires an employee to attend training while employed, the Employer shall be responsible for the cost of all such training, if applicable, and the time spent participating in the training shall be deemed to be time worked and compensated in accordance with the terms of this Collective Agreement, although such time spent in training shall not attract shift premium or overtime.

## **ARTICLE 19 – PARKING**

19.01 Where free parking is not provided by the Employer, employees shall be reimbursed up to thirty dollars (\$30.00) per day, upon providing a valid receipt.

## **ARTICLE 20 – GOVERNMENT LEGISLATION**

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

## **ARTICLE 21 – GOVERNMENT EMPLOYEE WAGE PROTECTION PROGRAMME**

21.01 The Trustees of the Employee Benefit Plans referred to in this Collective Agreement shall promptly do all things necessary to establish eligibility or any Government Employee Wage Protection Programme or any similar type of government insolvency protection programme including any assignment of compensation or any other eligibility requirement thereunder.

## **ARTICLE 22 – DELINQUENCIES**

22.01 In the event an Employer fails to remit any contributions or deductions for the benefit plan, pension plan, dues, fees, training fund, working dues check-off, or industry fund, the Employer shall pay to the appropriate fund as liquidated damages and not as a penalty an amount equal to two percent (2%) per month compounded monthly for any delinquent contributions, deductions or remittances fifteen (15) days in arrears calculated from the date due, provided the Employer has received five (5) days prior written notice to correct such delinquency and has not done so.

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

22.03 If the Employer does not submit the certified audited statement as per Article 22.02, the Trustees may appoint an independent chartered accountant or other qualified person to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's records only with respect to the Employer's contributions or deductions to the required employee benefit plans, pension plan, dues, fees, working dues check-off, and industry fund.

22.04 Where the Trustees appoint an auditor, the cost shall be borne by the appropriate plan. In the event that the audit reveals discrepancies between the

Employer's records and the contributions or deductions submitted, the cost shall be borne by the Employer.

22.05 In the event such audit reveals that the Employer has failed to remit contributions in accordance with the provisions of this Agreement, the Employer shall, within five (5) days of receipt of written notice from the Trustees, remit all outstanding contributions together with any liquidated damages required under the terms of Article 22.01 above and completed the supporting contribution report.

22.06 When an Employer fails to remit all delinquent contributions, the provisions of Article 22.01 shall apply and the Union, on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employers under Section 133 of the *Labour Relations Act* of Ontario. All costs of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.

- (a) Where the Union has taken prior proceedings and obtained a decision against an Employer for delinquent contributions, deductions or remittances, the Union may require the said Employer to post a cash bond or certified cheque not to exceed twenty thousand dollars (\$20,000.00) to be held in trust by the Trustees for a period to be determined by the Trustees. In the event that the said Employer again becomes delinquent for contributions, deductions or remittances, the Union and/or the Trustees may apply the cash bond or certified cheque, or any portion thereof, to satisfy the delinquency and require the Employer to replenish the cash bond or certified cheque in a higher amount. In the event that the cash bond or certified cheque does not satisfy the full amount of the delinquency, the Union may take other proceedings to recover the balance.
- (b) If an Employer does not have any employees in their employ, they shall submit a nil report in accordance with the provisions of Article 14.

## **ARTICLE 23 – LETTERS OF UNDERSTANDING**

23.01 It is agreed and understood that all Letters of Understanding attached to this Collective Agreement are incorporated into and form part of this Collective Agreement.

## **ARTICLE 24 – DURATION**

24.01 The terms of this Agreement shall be from May 1<sup>st</sup>, 2025 to April 30<sup>th</sup>, 2028, and shall continue in effect thereafter unless either party 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>, 2028, 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>, 2028, in accordance with the terms of this Article and/or in accordance with statute, then the terms and conditions of this Collective Agreement shall automatically be deemed to be the terms and conditions of the Union's then current standard Road Work Collective Agreement.

IN WITNESS WHEREOF the PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART have caused their proper officers to affix their signatures this 26 day of May, 2025.

June

ON BEHALF OF:  
TORONTO AND AREA ROAD  
BUILDERS' ASSOCIATION

  
RICK LOGOZZO

  
GIANNI COTOGNINI

  
COSIMO CRUPI

  
ANGELO SANTORELLI

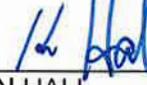
  
RALY CHAKAROVA

ON BEHALF OF:  
A COUNCIL OF TRADE UNIONS acting as  
the representative and agent of Teamsters  
Local Union 230; and LIUNA Local 183

  
JACK OLIVEIRA  
LIUNA, Local 183

  
LUIS CAMARA  
LIUNA, Local 183

  
MARCELLO DI GIOVANNI  
LIUNA, Local 183

  
KEN HALL  
Teamsters, Local 230

## **SCHEDULE "A"**

### **1. HOURS OF WORK AND OVERTIME**

- (a) The standard hours of work for all employees, other than watchpersons, shall be based on fifty (50) hours per week, exclusive of traveling time to and from the job;
- (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, other than watchpersons, for all work performed in excess of ten (10) hours per day, or in excess of fifty (50) hours per week or on Saturdays. On a three (3) shift operation, the fifteenth (15<sup>th</sup>) shift may be worked at straight time on Saturday until 7:00 a.m. and the applicable shift premium shall be paid;
- (c) Overtime at the rate of double (2 x) the employee's current hourly rate shall be paid to all employees, other than watchpersons, for all work performed on Sundays and on the following statutory holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day, or any other statutory holiday legally declared by the Provincial Government;
- (d) Watchpersons shall receive overtime payment at the rate of time and one-half (1 ½ x) the employee's current hourly rate for all work performed on such employee's seventh (7<sup>th</sup>) consecutive shift.

### **2. WAGES AND CLASSIFICATIONS**

## A. LIUNA, Local 183 WAGES AND CLASSIFICATIONS

| WAGE CLASSIFICATION  | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10% | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS |               | EMPLOYER TOTAL COST |          |
|--|----------------|-------------|--------------------|---------|----------------|--------------|---------|----------|---------------|-------|-------------|---------------|---------------------|---------------|---------------------|----------|
|  |                |             |                    |         |                |              |         |          |               |       |             |               | INDUSTRY FUND       | OPDC-EMPLOYEE | WORKING DUES        |          |
| <b>Group 1</b> - Grade Person, Asphalt Rakers Concrete Road, curb and side walk finisher, Carpenter, Curb Setters, Brick Setters, Pipe Layers, Curb Machine Operators, Concrete Paving Track Setters, Tail End Paver and Asphalt Grinder   | 1-May-25       | 46.45       | 4.65               | 4.35    | 0.60           | 1.40         | 11.20   | 0.34     | 0.10          | 0.25  | 0.20        | 69.54         | 3%                  | 0.15          | 0.15                | 69.69    |
|  | 1-May-26       | 47.77       | 4.78               | 4.50    | 0.60           | 1.50         | 11.45   | 0.39     | 0.10          | 0.25  | 0.20        | 71.54         | 3%                  | 0.15          | 0.15                | 71.69    |
|  | 1-May-27       | 49.55       | 4.95               | 4.65    | 0.60           | 1.60         | 11.70   | 0.44     | 0.10          | 0.25  | 0.20        | 74.04         | 3%                  | 0.15          | 0.15                | 74.19    |
| <b>Group 2</b> - Labourers (incl. wiremesh & steel reinforcing). Operators of pumps, 3" in diameter and under. Interlocking stone and Gabion Installers. Labourers (Operating all machine-driven tools by gas, air or electricity, including plate tampers, operators of self-propelled hand compactors (walk behind) Concrete Workers (Screedmen, Puddlers, Floatmen). Fence Erectors (chain link and other types including snow fences). Guard Rail Installers. Diamond Saw Operators (Jack Hammerman). Sound Barrier Erectors. Maintenance Hole Builders. | 1-May-25       | 44.95       | 4.50               | 4.35    | 0.60           | 1.40         | 11.20   | 0.34     | 0.10          | 0.25  | 0.20        | 67.89         | 3%                  | 0.15          | 0.15                | 68.04    |
|  | 1-May-26       | 46.27       | 4.63               | 4.50    | 0.60           | 1.50         | 11.45   | 0.39     | 0.10          | 0.25  | 0.20        | 69.89         | 3%                  | 0.15          | 0.15                | 70.04    |
|  | 1-May-27       | 48.05       | 4.80               | 4.65    | 0.60           | 1.60         | 11.70   | 0.44     | 0.10          | 0.25  | 0.20        | 72.39         | 3%                  | 0.15          | 0.15                | 72.54    |
| <b>Group 3</b> - Traffic Control Person; Casual Watch Person   | 1-May-25       | 36.95       | 3.70               | 4.35    | 0.60           | 1.40         | 11.20   | 0.34     | 0.10          | 0.25  | 0.20        | 59.09         | 3%                  | 0.15          | 0.15                | 59.24    |
|  | 1-May-26       | 38.27       | 3.83               | 4.50    | 0.60           | 1.50         | 11.45   | 0.39     | 0.10          | 0.25  | 0.20        | 61.09         | 3%                  | 0.15          | 0.15                | 61.24    |
|  | 1-May-27       | 40.05       | 4.00               | 4.65    | 0.60           | 1.60         | 11.70   | 0.44     | 0.10          | 0.25  | 0.20        | 63.59         | 3%                  | 0.15          | 0.15                | 63.74    |
| <b>Group 4</b> - Watchperson (for 6 nights' duty 10 hours per day, 50 hours per week)  | 1-May-15       | 1,010.00    |                    | -       | -              | -            | -       | -        | -             | -     | -           | 1,010.00      | -                   | -             | -                   | 1,010.00 |

**Note:**

- (a) An employee working as a labourer who is required to do casual watching or work as a traffic control person on a casual or intermittent basis will not have their rate reduced thereby.
- (b) Where working forepersons are employed by an Employer, they will receive a premium of a minimum of six dollars and fifty cents (\$6.50) per hour, effective May 1, 2024, over the highest rate paid to employees in such foreman's regular and permanent crew.
- (c) A qualified employee shall be paid the rate for the work to which they are assigned.
- (d) An employee working as a skilled labourer such as a cement finisher or form setter who is required to perform casual labourer work on a casual or intermittent basis will not have their rate reduced thereby.

## B. Teamsters' Local 230 WAGES AND CLASSIFICATIONS

Any person required to operate a company vehicle must upon request provide their driver's abstract.

Note: Those hired before May 1, 2019 in the "Truck Driver including off highway" classification shall be grandfathered and shall maintain their higher wage rate.

| WAGE CLASSIFICATION   | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10% | WELFARE | PENSION | ENHANCEMENT FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---|----------------|-------------|-------------------|---------|---------|------------------|---------------|---------------------|---------------|---------------------|
|   |                |             |                   |         |         |                  |               | UNION DUES          |               |                     |
| Truck Driver including off Highway<br>Hired After May 1, 2019   | 1-May-25       | 35.12       | 3.51              | 3.55    | 6.25    | 0.30             | 48.73         | 95.00               | 0.15          | 48.88               |
|   | 1-May-26       | 36.21       | 3.62              | 3.60    | 6.50    | 0.30             | 50.23         | 100.00              | 0.15          | 50.38               |
|   | 1-May-27       | 37.30       | 3.73              | 3.65    | 6.75    | 0.30             | 51.73         | 100.00              | 0.15          | 51.88               |
| Truck Driver including off Highway<br>Hired Before May 1, 2019  | 1-May-25       | 45.17       | 4.52              | 3.70    | 10.25   | 0.30             | 63.94         | 120.00              | 0.15          | 64.09               |
|   | 1-May-26       | 46.22       | 4.62              | 3.80    | 10.50   | 0.30             | 65.44         | 123.00              | 0.15          | 65.59               |
|   | 1-May-27       | 47.26       | 4.73              | 3.90    | 10.75   | 0.30             | 66.94         | 125.00              | 0.15          | 67.09               |
| Fuel Driver   | 1-May-25       | 45.15       | 4.52              | 3.70    | 10.25   | 0.30             | 63.92         | 120.00              | 0.15          | 64.07               |
|   | 1-May-26       | 46.20       | 4.62              | 3.80    | 10.50   | 0.30             | 65.42         | 123.00              | 0.15          | 65.57               |
|   | 1-May-27       | 47.25       | 4.72              | 3.90    | 10.75   | 0.30             | 66.92         | 125.00              | 0.15          | 67.07               |
| Load Bearing Boom Drivers, Dumpcrete Drivers, Pump<br>Truck Trailer Drivers, Flo-Boy Drivers, Tractor Trailer, Dump<br>Truck Tag Along over 15 tonnes | 1-May-25       | 45.15       | 4.52              | 3.70    | 10.25   | 0.30             | 63.92         | 120.00              | 0.15          | 64.07               |
|   | 1-May-26       | 46.20       | 4.62              | 3.80    | 10.50   | 0.30             | 65.42         | 123.00              | 0.15          | 65.57               |
|   | 1-May-27       | 47.25       | 4.72              | 3.90    | 10.75   | 0.30             | 66.92         | 125.00              | 0.15          | 67.07               |
| Truck Train Driver, Custom Mobile Mixer Units, Truck or<br>Trailer-Mounted  | 1-May-25       | 45.25       | 4.52              | 3.70    | 10.25   | 0.30             | 64.02         | 120.00              | 0.15          | 64.17               |
|   | 1-May-26       | 46.29       | 4.63              | 3.80    | 10.50   | 0.30             | 65.52         | 123.00              | 0.15          | 65.67               |
|   | 1-May-27       | 47.34       | 4.73              | 3.90    | 10.75   | 0.30             | 67.02         | 125.00              | 0.15          | 67.17               |
| Float Drivers   | 1-May-25       | 45.69       | 4.57              | 3.70    | 10.25   | 0.30             | 64.51         | 121.00              | 0.15          | 64.66               |
|   | 1-May-26       | 46.74       | 4.67              | 3.80    | 10.50   | 0.30             | 66.01         | 124.00              | 0.15          | 66.16               |
|   | 1-May-27       | 47.78       | 4.78              | 3.90    | 10.75   | 0.30             | 67.51         | 126.00              | 0.15          | 67.66               |

### **3. WORKING DUES - LOCAL 183 ONLY**

3.01 Each employee shall, when working in a position within the bargaining unit described in Article 2.01 of the main portion of the Collective Agreement, be required as a condition of employment, to have their 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 (15th) day of the following 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. It is further agreed and understood that the Employer will receive at least thirty (30) days notice of any changes in the amounts of working dues.

### **4. VACATION PAY AND STATUTORY HOLIDAY PAY**

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

(b) Vacation and statutory holiday pay as aforesaid shall be paid into the Labourers' Local 183 Members' Vacation Pay Trust Fund. Payments into the Fund shall be made by the fifteenth (15<sup>th</sup>) day of the month for which payment is due.

### **5. REPORTING ALLOWANCE**

- (a) An employee who reports for work at the Employer's job site or shop, unless directed not to report the previous day by their Employer, and for whom no work is available due to reasons other than inclement weather shall receive a minimum of four (4) hours' reporting time, and shall remain at other work if requested to do so by the foreperson;
- (b) An employee who reports for work at the Employer's job site or shop, unless directed not to report, and for whom no work is available, due to inclement weather, shall receive a minimum of two (2) hours reporting time, provided the employee remains on the job for two (2) hours after their designated starting time if requested to do so by the foreperson;
- (c) An employee who in the course of their shift is directed by the Employer to wait on a job or travel from one job site to another job site shall be paid for such waiting or travel time.

### **6. SHIFT PREMIUMS**

- (a) Effective May 1, 2022, a shift premium of six dollars (\$6.00) per hour will be paid for all work performed on a regularly scheduled second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shift in the shop.

(b) Effective May 1, 2022, a shift premium of six dollars (\$6.00) per hour will be paid for all work performed on a regularly scheduled second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shift or on a shift starting after 4:00 p.m.

## 7. OUT OF TOWN ALLOWANCES

(a) In regard to out-of-town allowances, it is understood that if the Employer requires an employee to be out-of-town overnight, the Employer shall arrange and pay for suitable accommodations for the employee for each day out of town. The Employer shall also pay each employee a meal allowance of seventy dollars (\$70.00) per day. If the employee is more than one hundred and sixty (160) kilometres out of Toronto then such room and board allowance shall be payable to a maximum of seven (7) days per week.

(b) The free travel zone shall be that area outlined in the attached map (see Appendix "V"). Calculations of the travel (mileage) shall be seventy-two cents (\$0.72) per road kilometre one way from the outer limits of the free travel zone as of May 1, 2025.

(c) It is understood that when an employee is sent out of town by their Employer, the Employer will maintain the rate of wages, hours of work and fringe benefits provided for in this Agreement including and without limiting the generality of the foregoing welfare, pension, vacation and statutory holiday pay and training as provided herein.

(d) The Employer shall pay the driver of a company vehicle for the time spent driving from the edge of the free travel zone to a job outside of the free travel zone. Time spent driving shall be paid at straight time rates.

## **SCHEDULE “B”**

A Schedule applying to all road and parking lot construction, repairs, including interlocking stone paving of all types, and paving etc. in Simcoe County.

### **1. MOBILITY**

The Employer may transfer the employees from Board Area No. 8 to a project in Simcoe County, provided employees being transferred shall be paid the appropriate wage rates and benefits including any travel allowance according to the Board Area No. 8 schedule.

### **2. SUB-CONTRACTING**

The Employer agrees to contract or subcontract the following work in Simcoe County only to contractors or subcontractors who are in contractual relations with Local 183:

- (a) Asphalt or concrete paving or curb and gutter work and sidewalks;
- (b) Sewer and Watermain work; and
- (c) Heavy Construction work.

### **3. WAGES AND CLASSIFICATIONS**

**A. LIUNA, Local 183 WAGES AND CLASSIFICATIONS – Simcoe County**

| WAGE CLASSIFICATION   | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10% | WELFARE | LONG TERM CARE | PENSION | TRAINING | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS |              | INDUSTRY FUND | EMPLOYER TOTAL COST |                    |
|---|----------------|-------------|-------------------|---------|----------------|---------|----------|---------------|---------------------|--------------|---------------|---------------------|--------------------|
|   |                |             |                   |         |                |         |          |               | OPDC-EMPLOYEE       | WORKING DUES |               |                     |                    |
| <b>Group 1</b> - Grade Person, Asphalt Rakers<br>Concrete Road, curb and side walk finisher,<br>Carpenter, Curb Setters, Brick Setters, Pipelayers,<br>Curb Machine Operators, Concrete Paving Track<br>Setters, Tail End Paver and Asphalt Grinder   | 1-May-25       | 38.82       | 3.88              | 4.35    | 0.60           | 1.40    | 9.10     | 0.34          | 0.10                | 0.25         | 0.20          | 59.04               | 3% 0.15 0.15 59.19 |
|   | 1-May-26       | 40.82       | 4.08              | 4.50    | 0.60           | 1.50    | 9.35     | 0.39          | 0.10                | 0.25         | 0.20          | 61.79               | 3% 0.15 0.15 61.94 |
|   | 1-May-27       | 43.27       | 4.33              | 4.65    | 0.60           | 1.60    | 9.60     | 0.44          | 0.10                | 0.25         | 0.20          | 65.04               | 3% 0.15 0.15 65.19 |
| <b>Group 2</b> - Labourers (incl. wiremesh & steel reinforcing). Operators of pumps, 3" in diameter and under. Interlocking stone and Gabion Installers. Labourers (operating all machine-driven tools by gas, air or electricity, including plate tampers, operators of self-propelled hand compactors (walk behind) Concrete Workers (Screedmen, Puddlers, Floatmen). Fence Erectors (chain link and other types including snow fences) Guard Rail Installers, Diamond Saw Operators (Jack Hammerman), Sound Barrier Erectors, Manhole Builders | 1-May-25       | 38.08       | 3.81              | 4.35    | 0.60           | 1.40    | 9.10     | 0.34          | 0.10                | 0.25         | 0.20          | 58.23               | 3% 0.15 0.15 58.38 |
|   | 1-May-26       | 40.08       | 4.01              | 4.50    | 0.60           | 1.50    | 9.35     | 0.39          | 0.10                | 0.25         | 0.20          | 60.98               | 3% 0.15 0.15 61.13 |
|   | 1-May-27       | 42.54       | 4.25              | 4.65    | 0.60           | 1.60    | 9.60     | 0.44          | 0.10                | 0.25         | 0.20          | 64.23               | 3% 0.15 0.15 64.38 |
| <b>Group 3</b> - Traffic Control Person; Casual Watch Person  | 1-May-25       | 35.58       | 3.56              | 4.35    | 0.60           | 1.40    | 9.10     | 0.34          | 0.10                | 0.25         | 0.20          | 55.48               | 3% 0.15 0.15 55.63 |
|   | 1-May-26       | 37.58       | 3.76              | 4.50    | 0.60           | 1.50    | 9.35     | 0.39          | 0.10                | 0.25         | 0.20          | 58.23               | 3% 0.15 0.15 58.38 |
|   | 1-May-27       | 40.04       | 4.00              | 4.65    | 0.60           | 1.60    | 9.60     | 0.44          | 0.10                | 0.25         | 0.20          | 61.48               | 3% 0.15 0.15 61.63 |
| <b>Group 4</b> - Watchperson (for 6 nights duty 10 hours per day, 50 hours per week)  | 1-May-15       | 827.50      |                   |         |                |         |          |               |                     |              |               | 827.50              |                    |
|   |                |             |                   |         |                |         |          |               |                     |              |               |                     | 827.50             |

**Note:**

- (a) An employee working as a labourer who is required to do casual watching or work as a flagperson on a casual or intermittent basis will not have his rate reduced thereby;
- (b) Where working forepersons are employed by a member employer of the Association, they will receive a premium of a minimum of six dollars and fifty cents (\$6.50) per hour, effective May 1, 2024, over the highest rate paid to employees in such foreperson's regular and permanent crew.
- (c) A qualified employee shall be paid the rate for the work to which they are assigned;
- (d) An employee working as a skilled labourer such as a cement finisher or form setter who is required to perform casual labourer work on a casual or intermittent basis will not have their rate reduced thereby.

## B. Teamsters' Local 230 WAGES AND CLASSIFICATIONS – Simcoe County

Any person required to operate a company vehicle must upon request provide their driver's abstract.

| WAGE CLASSIFICATION   | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10% | WELFARE | PENSION | ENHANCEMENT FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---|----------------|-------------|-------------------|---------|---------|------------------|---------------|---------------------|---------------|---------------------|
| Truck Driver including off Highway  | 1-May-25       | 31.27       | 3.13              | 3.55    | 7.40    | 0.30             | 45.65         | 85.00               | 0.15          | 45.80               |
|   | 1-May-26       | 32.14       | 3.21              | 3.60    | 7.90    | 0.30             | 47.15         | 87.00               | 0.15          | 47.30               |
|   | 1-May-27       | 33.00       | 3.30              | 3.65    | 8.40    | 0.30             | 48.65         | 90.00               | 0.15          | 48.80               |
| Fuel Driver   | 1-May-25       | 31.27       | 3.13              | 3.55    | 7.40    | 0.30             | 45.65         | 85.00               | 0.15          | 45.80               |
|   | 1-May-26       | 32.14       | 3.21              | 3.60    | 7.90    | 0.30             | 47.15         | 87.00               | 0.15          | 47.30               |
|   | 1-May-27       | 33.00       | 3.30              | 3.65    | 8.40    | 0.30             | 48.65         | 90.00               | 0.15          | 48.80               |
| Load Bearing Boom Drivers, Dumpcrete Drivers, Pump Truck Trailer Drivers, Flo-Boy Drivers, Tractor Trailer, Dump Truck Tag Along over 15 tonnes | 1-May-25       | 31.48       | 3.15              | 3.55    | 7.40    | 0.30             | 45.88         | 86.00               | 0.15          | 46.03               |
|   | 1-May-26       | 32.35       | 3.23              | 3.60    | 7.90    | 0.30             | 47.38         | 88.00               | 0.15          | 47.53               |
|   | 1-May-27       | 33.21       | 3.32              | 3.65    | 8.40    | 0.30             | 48.88         | 90.00               | 0.15          | 49.03               |
| Truck Train Driver, Custom Mobile Mixer Units, Truck or Trailer-Mounted   | 1-May-25       | 31.48       | 3.15              | 3.55    | 7.40    | 0.30             | 45.88         | 86.00               | 0.15          | 46.03               |
|   | 1-May-26       | 32.35       | 3.23              | 3.60    | 7.90    | 0.30             | 47.38         | 88.00               | 0.15          | 47.53               |
|   | 1-May-27       | 33.21       | 3.32              | 3.65    | 8.40    | 0.30             | 48.88         | 90.00               | 0.15          | 49.03               |
| Float Drivers   | 1-May-25       | 32.06       | 3.21              | 3.55    | 7.40    | 0.30             | 46.52         | 87.00               | 0.15          | 46.67               |
|   | 1-May-26       | 32.93       | 3.29              | 3.60    | 7.90    | 0.30             | 48.02         | 89.00               | 0.15          | 48.17               |
|   | 1-May-27       | 33.79       | 3.38              | 3.65    | 8.40    | 0.30             | 49.52         | 91.00               | 0.15          | 49.67               |

## **SCHEDULE “C”**

This Schedule applies to all employees engaged in all road and parking lot construction, repairs, including interlocking stone paving of all types and paving etc., who are not working in or who do not regularly work in O.L.R.B. Area 8 and Simcoe County.

For employees covered by this Schedule, rates of pay, hours of work, remittances and other monetary terms and conditions of employment shall be as per the collective agreement binding upon Local 183 and Local 230 and the Oshawa Signatory Contractors.

## **APPENDIX "I"**

This Appendix shall apply to employees within the jurisdiction of Labourers' International Union of North America, Local 183.

It is additionally agreed that a contractor who is a prime contractor on a heavy construction project to which the Agreement between the Labourers' International Union of North America, Local 183 and The Heavy Construction Association applies, the Union Security provisions of that Agreement relating to Union membership shall apply. This understanding does not apply to any subcontractors on the project.

## **APPENDIX "II"**

This Appendix shall apply to employees within the jurisdiction of Teamsters' Union, Local 230 only.

In determining employees to be laid off or recalled after layoff, the Employer will consider the relative skill and ability of the employees and their length of service with our employer. As between two (2) employees whose skill and ability are equal, length of service will be the governing consideration.

In speaking of an employee's service for these purposes, the reference is to service since their last hiring and does not include time of employment prior to a discharge or a quit. In addition, it is understood that an employee loses their seniority if they are laid off and are not re-employed within six (6) months from the date of layoff or if they fail to return to work after they have been notified by us to return to work by registered mail.

### **APPENDIX "III"**

If the Employer is required to purchase ready mix concrete, it will make such purchase only from producers who are in a contractual relationship with the Teamsters' Union. This Agreement is subject to the Grievance Procedure and Arbitration provisions of the Collective Agreement as well as the Ontario *Labour Relations Act*.

It is expressly understood and agreed that this commitment will not now, or in the future, be extended to the supply of other materials or services.

## **APPENDIX "IV"**

This Appendix shall apply to employees within the jurisdiction of Labourers' International Union of North America, Local 183.

### **LOCAL 183 TRAINEES**

1. The purpose of this Article is to provide a program to train skilled tradesmen by making provisions for Trainees in the Road Building Sector. The only Trainees permitted under this agreement shall be Construction Craft Worker Apprentice ("CCWA") Trainees.
2. Trainee(s) means an employee(s) within the Local 183 classifications considered to be in the training stage of their careers by Local 183. Except as allowed for in Articles 6 or 7 below, all Trainees shall be registered as such with Local 183 and the College of Trades as a CCWA prior to being employed as Trainees by any Employer.
3. When the Employer wishes to employ a CCWA Trainee, the Employer shall make a request to Local 183's dispatcher responsible for Trainees. The Dispatcher shall make immediate efforts to dispatch a CCWA Trainee within five (5) days of receipt of the request. Any person not dispatched in accordance with this Article shall not be considered to be a Trainee for the purpose of this agreement except as provided for in Article 6 and 7.
4. The said CCWA Trainees shall be obliged to attend all relevant Health and Safety Training Programmes offered at Local 183 Training Centre on their own time at no cost to the Employer. The Parties are to address the issues for trainees in the LAC for the Construction Craft Worker Apprenticeship Program. Such training shall be provided during work shut-downs, as much as practical. The parties agree to strike a committee, within the first year of this Agreement, to create and implement a mutually-acceptable system to monitor / document the training of employees.

#### **5. Trainee Requirements**

|         | <b>Rate</b>      | <b>Hours</b>      |
|---------|------------------|-------------------|
| Phase 1 | 60% of full rate | 0 – 800 hours     |
| Phase 2 | 75% of full rate | 801 – 1400 hours  |
| Phase 3 | 85% of full rate | 1401 – 2000 hours |

Above two thousand (2000) hours the full rate will apply.

6. If the Union cannot supply such CCWA Trainees to the Employer under Article 3 the Employer has the right to employ CCWA Trainees from other sources. Such persons shall, as a condition of employment, and continued employment, be required to apply for membership in Local 183 and become registered as CCWA Trainees within ten (10) working days of hiring.

7. If Local 183 cannot supply such Trainees resident in Simcoe County for work in Simcoe County to the Employer under Article 3, the Employer has the right to employ Trainees from other sources. Such persons shall, as a condition of employment, and continued employment, be required to apply for membership in Local 183 and become registered as Trainees within ten (10) working days of hiring.
8. The Employer has the right to hire one (1) CCWA Trainee per crew foreman in the Local 183 portion of the bargaining unit, with a minimum of one (1) CCWA Trainee per company. This ratio shall be maintained on all jobs.
9. Any person who is not registered as a CCWA Trainee in accordance with the provisions of Articles 2, 6 or 7 (whichever is applicable) shall receive the full rate for the relevant period of employment.
10. If the ratio set out in Article 8 is not complied with, then all Trainees shall receive the full rate for the relevant period of employment.
11. It is agreed that prior to laying off any full rated employees all CCWA Trainees will be laid off. It is further agreed that all full rated employees who have been laid off by the Company within two (2) months of the date of recall or employing any CCWA Trainee will be offered recall prior to recalling or employing a CCWA Trainee. It is further agreed that prior to requesting or employing any new CCWA Trainees, the Company will offer recall to any CCWA Trainees on layoff already in the CCWA Trainee program.

## **APPENDIX "V"**

The free travel zone shall consist of the area as described below:

### **Southeast Corner**

Beginning at the intersection of Lake Ontario and the southerly extension of Lakeridge Road (Regional Road 23), North along Lakeridge Road until it transitions into Brock Road.

At the intersection of Brock Road and Concession Road 11 (in Wilfrid Ontario) the boundary line continues North through the lands in a direct fashion until Concession Road 13 where it continues North on Llyod Side Road until the intersection of Concession Road 14.

The Eastern Boundary then continues through the land North of Concession Road 14 until it connects with Beach Road, then transitioning into Commodore Road and North to the waters of Lake Simcoe.

### **Northeast Corner Lake Simcoe**

Then, following the shore of Lake Simcoe in a generally westerly direction to its intersection with Mapleview Drive in Barrie.

Then proceeding Westerly along Mapleview Drive until it transitions into Side Road 25.

Follow Side Road 25 until the intersection of Line 5.

Then North on Line 5 until the intersection of Willoughby Road.

Then Westerly along Willoughby Road until the intersection of Highway 10 (or 10<sup>th</sup> Highway).

Then South on Highway 10 until the intersection of Highway 89.

Follow Highway 89 until the intersection of Highway 18.

Then South on Highway 18 until the intersection of Highway 9.

### **Orangeville**

West on Highway 9, then along Buena Vista Road to its intersection with Highway 10

North along Highway 10 to the intersection with Broadway.

West along Broadway to Townline Road.

South and west along Townline Road to the intersection with Porterfield Road, there

continuing along the unopened ORA, then continuing on Townline Road westerly to the intersection with Winston Churchill Boulevard (ORA between the Townships of Erin and Caledon).

### **Northwest Corner of Peel**

South on Winston Churchill Boulevard (Peel Regional Road 19) to Bush Street (Peel Regional Road 11, Wellington County Road 42). Continuing along the untraveled ORA across Bush Street until Winston Churchill Boulevard rejoins the ORA.

South on Winston Churchill Boulevard to Balinafad Road (Wellington County Road 42, Halton-Erin Townline, Side Road 32).

Southwest along Balinafad Road to the Eramosa-Erin Townline (Road Allowance between the Towns of Milton and Halton Hills, ORA between the Townships of Eramosa and Erin).

South on the Eramosa-Erin Townline, crossing Highway 7 and continuing on Crewson's Line a distance of approximately 1000m, to the place where the traveled road turns east. At which point continue on the unopened road allowance and then the traveled road to Sideroad 15. Then continuing south along the unopened ORA (ignoring a parallel deviation road located to the west of the ORA) for a distance of 600m until the traveled road rejoins the ORA. Continue south along the traveled road until it ends then continuing along the unopened ORA until the traveled road reappears as Tremaine Road (ORA between the Townships of Nelson and Trafalgar).

South on Tremaine Road, and on the unopened road allowance at a deviation to the east located 2000m north of Lower Baseline Road, returning to and along the traveled Tremaine Road to its end at Dundas Street.

South on the unopened ORA between the Towns of Burlington and Oakville, crossing Bronte Creek, until returning to a traveled road named Burloak Drive in the ORA some 200m north of Upper Middle Road.

South on Burloak Drive and the production thereof to the north shore of Lake Ontario.

### **Lake Ontario**

East along the north shore of Lake Ontario to the point of beginning.

**Including in Board Area 8** the following lands outside of the perimeter directions description above.

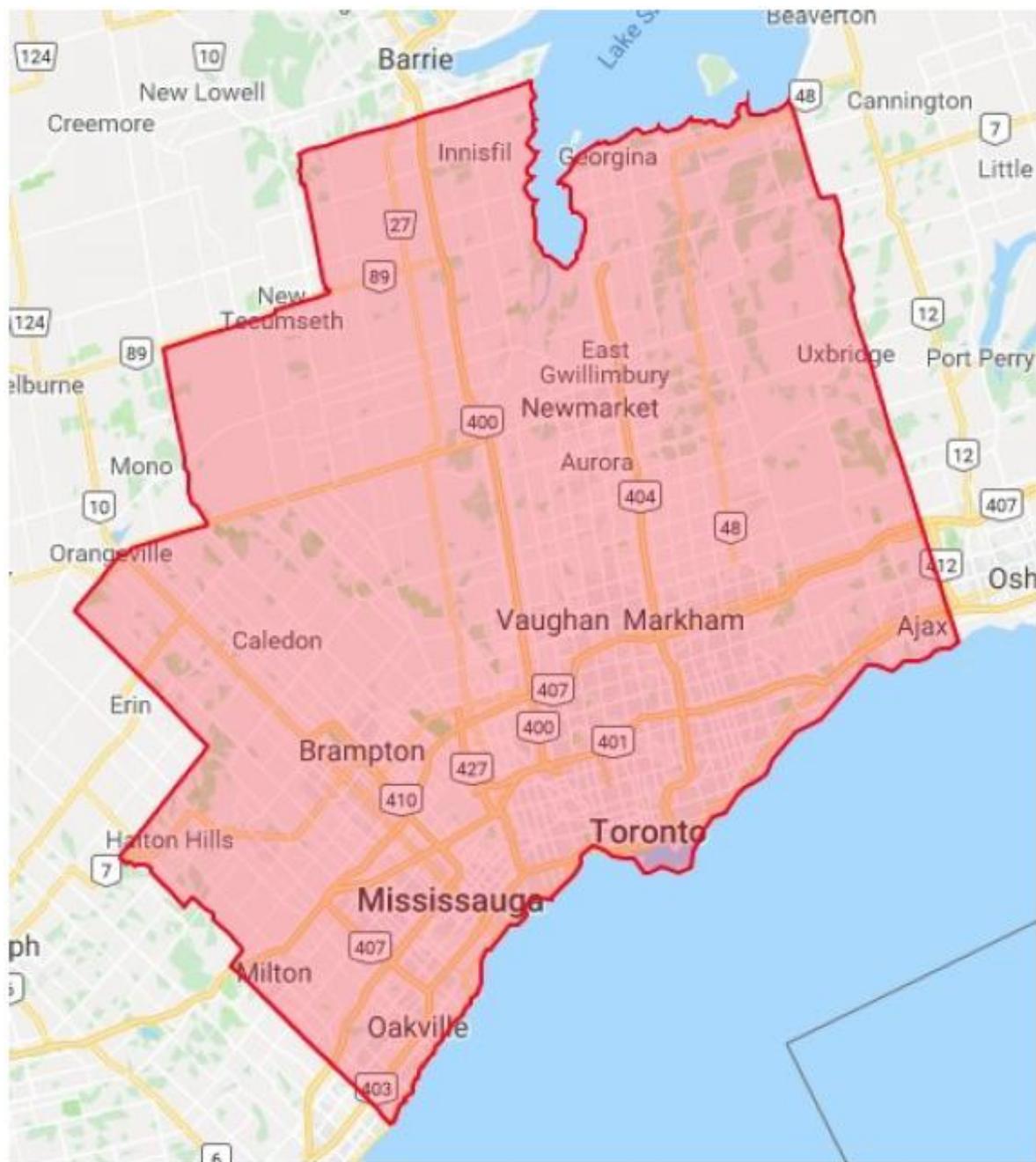
Fox, Snake and Georgina Islands in Lake Simcoe,

All of the lands known as the Toronto Islands in Lake Ontario.

All manmade landfill or structures extending from the shores of Lake Simcoe, Lake Ontario, the Holland River, the west branch of the Holland River and the Schomberg River.

The waters and bed of Lake Simcoe extending to the limit of the municipal jurisdictions, as they extend into the lake, of East Gwillimbury and Georgina.

The waters and bed of Lake Ontario extending to the boundary of the Province of Ontario to the limit of the municipal jurisdictions, as they extend into the lake, of Oakville on the west and Ajax on the east.



## **APPENDIX "VI"**

### **EXPEDITED ARBITRATION SYSTEM**

#### **(a) ARBITRATOR**

(a) The permanent Arbitrators for the purpose of the Expedited Arbitration Process shall be selected in rotation, starting with the first person named on the following list of mutually agreed arbitrators:

Larry Steinberg  
Neil Keating  
John Martelli  
Geneviève Debané

provided the selected Arbitrator can schedule a hearing of the grievance on a mutually convenient date, including weekend and evening hearings if necessary, within thirty (30) days of their notification of that appointment. Should that Arbitrator not be available within that time period, the next person named on the list shall be appointed. Should the second Arbitrator also be unable to schedule the hearing within thirty (30) days, the union shall refer the grievance to arbitration under Section 133 of the *Labour Relations Act*, unless the parties expressly agree otherwise.

#### **(b) PROCEDURE**

1. The term "Grievance" wherever used in this Expedited Arbitration System shall mean a grievance concerning the interpretation, application, administration or alleged violation of a provision of the Collective Agreement relating to payment for remittances on behalf of any employee and/or all other monetary provisions established by the Collective Agreement.
2. Any party bound by this procedure may initiate the Expedited Arbitration Process by service of a grievance in writing, by facsimile transmission, regular mail or courier (including Canada Post Courier) upon the Contractor and the Arbitrator.
3. After five (5) business days from service of the grievance, the Union may refer the grievance to Expedited Arbitration hereunder. Notice of such Referral to Expedited Arbitration shall be served by facsimile transmission, regular mail or courier (Including Canada Post Courier) upon the Contractor and the Arbitrator.
4. Service shall be effective on receipt if facsimile transmission is used or shall be deemed to have occurred on the third (3<sup>rd</sup>) weekday after mailing if regular mail is used.
5. The Arbitrator shall commence the Expedited Arbitration Hearings within five (5) days from service of the Referral. Counsel, if retained by a party, must be able

to accommodate the hearing schedule as set by the Arbitrator. Adjournment will not be granted because of unavailability of counsel, for business demands or because a party asks for additional time to prepare.

6. The Arbitration shall be held in a neutral location and may be scheduled by the Arbitrator to commence after business hours.
7. Where the Arbitrator finds the Contractor in breach of the Agreement, the Arbitrator shall order the Contractor to pay all amounts owing with respect to violations of the Agreement.
  - (i) Where the grievance commenced within ninety (90) days after the circumstances, giving rise to the grievance became known or ought reasonably to have become known to the Union, the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of all unpaid amounts owed directly to the employee(s);
  - (ii) Where the grievance is initiated at any time beyond ninety (90) days after the circumstances, giving rise to the grievance became known or ought reasonably to have become known to the Union, the Arbitrator shall award seventy-five percent (75%) of all unpaid amounts to be paid to the affected employee(s) owed directly to the employee(s). The remaining twenty-five percent (25%) of such amounts shall be paid to a charity of the Union's choice;
  - (iii) The Arbitrator shall award one hundred percent (100%) recovery of all amounts which should have been remitted under the terms of the Collective Agreement;
  - (iv) The provisions of this section are to be integrated and applied in conjunction with the provisions contained in the Collective Agreement for the filing of grievances and are without prejudice to the rights of any of the parties hereunder
  - (v) In addition to any other amounts owing under the Collective Agreement, where the Arbitrator finds a violation, then the Arbitrator shall order the Contractor to pay damages of an additional five percent (5%) of the total amount of the award to a charity of the Union's choice.
8. The Arbitrator shall not have the jurisdiction to apply any principles of estoppel or waiver to reduce any amounts payable by the Contractor in respect of such violations.
9. The Arbitrator shall have the power to make the Arbitrator's costs (fees and expenses) an award or part of an award to be paid by the unsuccessful party.

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 provision or give any decision inconsistent with the provisions of this Enforcement System and the Collective Agreement.

## **APPENDIX “VII”**

- a) **“The Sewer and Watermain Agreement”**, being a collective agreement between the Toronto Sewer and Watermain Contractors’ Association and A Council of Trade Unions acting as the representative and agent of Teamsters’ Local 230 and the Union;
- b) **“The Heavy Engineering Agreement”**, being a collective agreement between the Heavy Construction Association of Toronto and the Union;
- c) **“The Forming Agreement”**, being a collective agreement between the Ontario Formwork Association and the Formwork Council of Ontario;
- d) **“The House Basements Agreement”**, being a collective agreement between the Residential Low Rise Forming Contractors’ Association of Metropolitan Toronto and Vicinity and the Union;
- e) **“The Apartment Builders Agreement”**, being a collective agreement between the Metropolitan Toronto Apartment Builders Association and the Union;
- f) **“The House Builders Agreement”**, being a collective agreement between the Toronto Residential Construction Labour Bureau and the Union;
- g) **“The Concrete and Drain Agreement”**, being a collective agreement between the Ontario Concrete and Drain Contractors’ Association and the Union;
- h) **“The Utilities Agreement”**, being a collective agreement between the Utility Contractors’ Association of Ontario and Labourers’ International Union of North America, Ontario Provincial District Council and its affiliated Local Unions;
- i) **“The Carpentry Agreement”**, being a collective agreement between The Residential Framing Contractors’ Association of Metropolitan Toronto and Vicinity and the Union;
- j) **“The Landscaping Agreement”**, being a collective agreement between the Landscaping Contractors in Ontario Labour Relations Board Area No. 8 and 18 and the Union;
- k) **“The Agreement Covering Building Restorations and Associated Work”**, being a collective agreement between the Building Restorations and Associated Work Contractors in Ontario Labour Relations Board Area No. 8 and the Union;
- l) **“The Bricklaying and Masonry Residential Sector Agreement”**, being a collective agreement between various independent bricklaying and masonry contractors and the Union;

- m) **“The Marble, Tile, Terrazzo & Cement Masons Agreement”**, being a collective agreement between The Residential Tile Contractors’ Association and the Union;
- n) **“The Residential Plumbing Agreement”**, being a collective agreement between various independent plumbing contractors and the Union;
- o) **“The Fencing Agreement”**, being a collective agreement between various independent fencing contractors and the Union.
- p) **“The Durham Builders Agreement”** being a collective agreement between the Durham Residential Construction Labour Bureau and the Union.

**LETTER OF UNDERSTANDING #1**

BETWEEN:

Labourers' International Union of North America, Local 183

(the "Union")

-and-

The Toronto and Area Road Builders' Association

(the "Association")

The Parties agree that notwithstanding the Memorandum of Agreement reached in relation to the County of Simcoe and specifically in relation to the subcontracting provision contained therein, when work is performed in the ICI Sector of the Construction Industry, the past practice shall prevail.

**LETTER OF UNDERSTANDING #2**

BETWEEN:

Labourers' International Union of North America, Local 183

(the "Union")

-and-

The Toronto and Area Road Builders' Association

(the "Association")

***Re: Chip and Tar in Board Area 8***

The parties agree that should the Union be able to verify that it has companies under contract who perform eighty percent (80%) or more of chip and tar (which includes any type of asphalt resurfacing) in Board Area 8, effective on that date, the work of chip and tar shall be included in the subcontract clause (Article 10).

## **LETTER OF UNDERSTANDING #3**

BETWEEN:

Labourers' International Union of North America, Local 183

(the "Union")

-and-

The Toronto and Area Road Builders' Association

(the "Association")

### ***Re: Committee to Address Non-Union Competition***

The Parties agree to establish a joint committee that will meet at least quarterly during the life of the agreement to discuss and make good faith efforts to address issues in the sector with respect to non-union competition. This may include best efforts by the parties to explore implementing fair wage policies within the various municipalities covered by this collective agreement.