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PAGE 12 EFF.	95	05	01
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No. OF EMPLOYEES	600		
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AGREEMENT

between

THE NATIONAL CAPITAL
ROAD BUILDERS ASSOCIATION

and

A COUNCIL OF LABOUR UNIONS

representing

International Union of
Operating Engineers, Local 793

Labourers International Union of
North America, Local 527

Teamsters Local Union 91
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

May 1, 1995

02655(05)

02655(05)

THIS AGREEMENT made and entered into the 1st day of
May, 1995.

BETWEEN

THE NATIONAL CAPITAL ROAD BUILDERS ASSOCIATION
hereinafter ~~called the~~ "Employer",

OF THE FIRST PART

AND

A COUNCIL OF TRADE UNIONS ~~consisting~~ of the
INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 793.
LABOURERS INTERNATIONAL UNION OF NORTH AMERICA, Local 527,
and TEAMSTERS LOCAL UNION 91 AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS , hereinafter called the "Council".

OF THE SECOND PART

WHEREAS the Association, acting as the accredited bargaining agent for Employers, and the Council acting on behalf of its member **unions**, wish to make a common collective agreement with respect to certain employees of the Employers engaged in road and parking lot construction, paving, sidewalks, curbs, and gutters, etc., and all work incidental thereto, sewer and watermain construction, equipment rentals **and** tunnelling **and** to provide for **and** ensure **uniform** interpretation **and** application in the administration of the collective agreement;

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

AND WHEREAS the Employers recognize the formation by the **Unions** of the Council and agree to deal with the Council **as** the agent of the union in negotiating a common collective agreement;

AND WHEREAS the Employers recognize **that** the **Unions** will each administer the Agreement in regard to its own individual interest;

NOW THEREFORE IT IS AGREED **AS FOLLOWS**:

ARTICLE 1 - **COUNCIL OF TRADE UNIONS**

1.1 **The** Members of the Council of Trade **Unions** are:

INTERNATIONAL UNION OF OPERATING ENGINEERS . Local 793

LABOURERS INTERNATIONAL UNION OF NORTH AMERICA. Local 527

TEAMSTERS LOCAL UNION 91 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

1.2 The **Unions** named above each agree with all the **others** and with **the** Employers:

- a) To maintain a **Council** of Trade **Unions** **composed** of the accredited representatives of those **unions** named above which **are** the parties to **this** Agreement and no others, **as** their representative and agent for the purpose of bargaining collectively **With** the Employers;
- b) To delegate. **and** they do hereby delegate, **to** the Council acting **as** their representative agent, all their rights **as** bargaining agent for **the** members of **their** respective **unions** **who** come within the **scope** of **this** agreement **and** **agree** during the **terms** of **this** agreement or any renewal thereof, **not to seek** to bargain individually with the Employers or **any** of them; **and**
- c) To **be** governed by the terms of the Agreement.

1.3 **The Council** acting **as the** representative and agent of the **unions** named accepts the delegation of rights as **set** out in section 1.2 hereof and assume the responsibility of bargaining collectively with the Association acting **as** the accredited bargaining agent for Employers who come within the scope of this Agreement

1.4 The **term** "Union" **as** referred to hereinafter shall mean each of the Unions of the Council acting severally in regard to its individual interest.

ARTICLE 2 - RECOGNITION

- 2.1 Each of the Employers recognize ~~the~~ Council as the collective bargaining agent for all employees covered by the classifications set out in Schedules A-B-C, **C-1** and **C-2** inclusive attached hereto, while working within the present boundaries of Ontario Labour Relations Board Area No. 15 and save and except foremen, those above the rank of foremen, office and clerical staff, yard employees, engineering staff and security guards.

For the purpose herein, the expression, "yard employees", means:

"Employees assigned to permanent or temporary operations within the employer's property boundary, but does not include employees assigned to delivery of construction materials to roadway works, excavating work, utility works, and any other form of construction site."

ARTICLE 3 - UNION SECURITY

- 3.1 Any Employee shall when working in a position within the bargaining unit described in Article 2 above, as a condition of employment, become a member of one of the Unions forming the Council after having worked 15 days and shall be required to maintain such membership during the life of this agreement.
- 3.2 It is expressly understood and agreed that no employer shall be required to discharge any employee for the violation of the provisions of this Article for Union security for any reason other than non-payment of regular monthly dues or special general assessment or the refusal of the employee to join one of the unions as aforementioned, notwithstanding anything to the contrary herein.
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3.3 A check-off system for initiation and union dues and special general assessments be instituted and made operative for the life of this agreement. The Employers will transmit the monies so collected to the designated officials of the member unions at specified and regular intervals together with a list of those from whom the deductions were made. Employees shall be required to sign an authorization for deduction of initiation fees, dues and special general assessments. Such authorization shall be in duplicate and the signatures duly witnessed. The employer agrees to recognize such check-off authorizations and to deduct from the first pay period of each month, the amount so authorized. Remittance of deductions and contributions by the Employers shall be made to the Unions no later than the 20th of the following month.
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3.4 The employers agree when additional personnel is required, to call the Union Office or union representative concerned who shall attempt to supply qualified personnel as quickly as possible. If the union is unable to supply such personnel within 48 hours Monday to Friday, then the Employer shall be free to hire elsewhere. In all cases, new employees shall obtain a clearance card from the union office concerned within fifteen working days following the day they commenced work. Contributions to funds will be payable from the first day of work.
- 3.5 The employers shall refer, their present employees to the union office concerned to obtain a clearance card before recalling them to work after a seasonal layoff. Recalled employees shall not start without first having obtained a clearance card.
- 3.6 The parties herein agree to give full force and effect during the life of this Agreement to the provisions of the Letters of Intent by and between the Same parties, dated April 13, 1970, and July 27, 1992 and Letters of Understanding dated August 21, 1992 and September 17, 1993 annexed hereto.
- 3.7 The employer agrees to subcontract work in accordance with the "Union Security - Subcontracting Clause" contained in the applicable schedules. The parties acknowledge and agree that Schedules (A, B, C, C-1, and C-2) form part of this collective agreement.
- 3.8 A pre-job conference may be called at the option of either party in writing, on all projects in excess of \$4,000,000.00 or for any Contractor without a permanent office in the Regional Municipality of Ottawa-Carleton.

ARTICLE 4 - MANAGEMENT'S RIGHTS

4.1 The **Council** agrees that it is the exclusive function of each employer covered by this Agreement:

- a) To conduct its business in **all** respects in accordance with its commitments and responsibilities including the **rights to** manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or **all operations**, to determine the kinds and locations of machines, tools and equipment to be **used** and the schedules of production to determine the qualifications and the number of men required at **any** or **all operations** and all **other** matters concerning the operation of the employer's business. not specifically dealt with elsewhere in this Agreement.
- b) To **hire**, re-hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, provided **that** a claim by an employee who has worked 30 days, that he **has** been discharged 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 procedures **to** be observed by the employees.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 It is understood that **an** employee **has** no grievance until he **has** first given **his** immediate supervisor or the job superintendent an opportunity to adjust **his** complaint.

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

STEP 1 - Within 5 full **working** days after circumstances giving **rise** to **the** grievance occurred or originated the aggrieved employee **shall** present **his** grievance orally or in writing **to** the official of the employer named by the employer, to handle grievances at **this** step. **If** a settlement satisfactory to the employee concerned is not reached **within two** full working days, the **next** step in the grievance procedure may be taken at any time in two **full** working days thereafter.

STEP 2 - The aggrieved employee may, with **his** steward or union representative, present his grievance, which **shall** be reduced to writing on a form supplied by the Union **to** the official of the employer named by the employer **to** handle **grievances** at **this** step. Should no settlement satisfactory to the employee be reached within two full working days, the next step in the grievance procedure **may** be taken **at** any time within two **full** working days thereafter.

STEP 3 - The Union Grievance Committee, if it considers it a **valid** grievance, may submit the grievance **to** a committee of **the** employer and the respective committees shall meet **as** promptly **as** possible thereafter, in **an** endeavour to settle the grievance. **If** a satisfactory settlement **is** not reached within ten full **working** days from **this** meeting and if the grievance **is** one which concerns the interpretation or alleged violation of **this** Agreement, the grievance may be submitted **to** arbitration, **as** provided in Article 6 below at a time within 14 days thereafter but not later.

ARTICLE 6 - ARBITRATION

- 6.1 Where a difference arises between ~~any~~ of the parties hereto relating to ~~the~~ interpretation; application or administration of ~~this~~ Agreement, including any question as to whether a matter is arbitrable. either of the parties, may after exhausting the grievance procedure described above. ~~notify~~ the other party in writing of its desire to submit the ~~difference~~ or allegation to arbitration and the notice ~~shall~~ contain ~~the~~ name of the nominee of the party wishing to bring the matter to arbitration. Such written ~~notice~~ shall ~~also~~ state clearly ~~the~~ matter or matters in dispute to be dealt with by ~~the~~ Arbitration Board and what relief if any is claimed by the party requesting arbitration. The party receiving such notice shall, within five (5) working days, advise the other party of the ~~name of~~ its nominee ~~to~~ the Arbitration Board.
- 6.2 ~~Two (2)~~ nominees ~~so selected shall~~, within five (5) working days of ~~the~~ appointment of the second of them, appoint a third party who ~~shall~~ act as Chairman of ~~the~~ Arbitration Board. If the recipient of the notice fails to appoint an arbitrator, or if the appointees fail to agree upon a Chairman within the time limit set out herein. the appointment ~~shall~~ be made by the Minister of Labour for Ontario upon request of either party
- 6.3 The Arbitration Board ~~shall hear and~~ determine the difference or differences between the parties ~~and~~ shall issue a decision in writing which ~~shall~~ be ~~final~~ and binding upon the parties and upon any employees affected. The decision of a majority of the Board shall be the decision of the Board if there is no majority. ~~the~~ decision of the Chairman shall govern
- 6.4 However, it is understood that ~~the~~ authority of the Arbitration Board or the decision made by such Board ~~is~~ limited, in that there ~~shall~~ be no alteration ~~to~~, addition to, or subtraction from, or modification or amendment to any part of ~~this~~ Agreement.
- 6.5 The fees and expenses of the Chairman shall ~~be~~ borne one-half by the Union and one-half by the Employer. Any other ~~costs~~ or ~~expenses~~ in connection with such arbitration ~~shall~~ be borne by the party which incurs them.
- 6.6 One arbitrator may ~~be~~ used if the parties to ~~this~~ Agreement agree and if permitted by law
- 6.7
- 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 will be excluded and any time limits may be extended by agreement in writing.
 - c) If ~~advantage~~ of ~~the~~ provisions of Articles 5 and 6 hereof is not taken within the time limit specified therein or ~~as~~ extended in writing ~~as~~ set out above, ~~the~~ grievance ~~shall~~ be deemed to have been abandoned ~~and may~~ not be re-opened.
- 6.8 It is agreed that a grievance may be processed by an individual Union of the Council on its own behalf without involvement of the Council or the other members of the Council and the provisions will be read and applied accordingly.

ARTICLE 7 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES

- 7.1 It is understood that the Employers or ~~any~~ one of them may file a grievance with the **Union**, and that ~~the~~ Union may file a grievance with ~~the~~ Employers, to be dealt with at a meeting of the committee of the Employers and a committee of the Union ~~as~~ promptly ~~as~~ possible within 10 full working days after the filing of the grievance. If a satisfactory settlement is not reached within 10 full working days after this meeting and the grievance concerns the interpretation or alleged violation of ~~this~~ Agreement it may be submitted to arbitration ~~as~~ provided in Article 6 hereof at any time within 14 full working days thereafter but not later.
- 7.2 A Union policy grievance which is defined ~~as an~~ alleged violation of ~~this~~ Agreement, concerning all or a substantial number of the employees in the bargaining ~~unit~~, in regard to which ~~an~~ individual employee could not grieve or in regard to which a substantial number of employees have signified an intention to grieve, may be brought forward in writing at Step No. 3 of the grievance procedure at any time within 10 full working days after the circumstances giving rise to such policy grievance occurred and if it is not settled at this stage, it may go to a board of arbitration in the same manner ~~as~~ a grievance of an employee

ARTICLE 8 - WAGE SCHEDULES

- 8.1 Wage schedules ~~A-B-C~~, C-1 and C-2 and the letters of intent inclusive ~~are~~ attached hereto and form a part of ~~this~~ Agreement. It is agreed ~~that as~~ of the date of signing ~~this~~ Agreement, no employee ~~shall~~ suffer a reduction in wages or in reporting time through the introduction ~~of~~ these wage schedules.

ARTICLE 9 - UNION REPRESENTATION

- 9.1 The business representatives of the Union shall in the course of their duties have access to the **work** in which members of the Union ~~are~~ employed. Such visits will not interfere with ~~the~~ progress ~~of the work~~. The Employer will ~~assist~~ the business representatives to obtain a pass to the premises where necessary. ~~Business~~ representatives shall make their presence known to ~~the~~ Employer's **senior** representative on the site on their arrival.
- 9.2 The business representative when on site, shall abide by all safety rules issued under ~~the~~ Construction Safety Act.
- 9.3 ~~The~~ Union shall have the authority to appoint one or more Stewards and shall give the Employer notice of such appointments and changes thereafter by registered ~~mail~~, or by ~~fax~~ followed by regular ~~mail~~, or hand delivered letter.
- 9.4 The Union acknowledges that **stewards** and such **Union** Officers and members of union committees ~~as~~ are employees of the Employers, have regular duties to ~~perform as~~ employees of ~~the~~ Employers and agree that ~~they shall~~ be held accountable for the same quantity and quality of **work as** any other employee. Further, that such **union** representatives will not leave their regular duties for the purpose of conducting business on behalf of the union without first obtaining permission of their foreman or immediate supervisor and such permission shall not be unreasonably withheld. When resuming their regular duties, such employees will report to their foreman or supervisor.

ARTICLE 10 - UNION COOPERATION AND PRODUCTIVITY

- 10.1 The Union agrees to uphold the rules ~~and~~ regulations of the employers **in** regard to punctual and steady attendance, proper and ~~sufficient~~ notice in case of necessary absence, conduct on the job and all other rules ~~and~~ regulations established by the employers and not conflicting with this Agreement.
- 10.2 The Union agrees to cooperate with the employers in maintaining and improving **safe** working conditions and practices. Every employee ~~shall, as~~ a condition of employment, be required to own and wear a safety hat and safety boots in accordance with construction safety regulations, and the employers agree ~~that~~ such hats and boots may be purchased from them at cost. Every employee shall as a condition of employment be required to wear ~~an~~ approved safety vest, eye and hearing protection devices in accordance with construction ~~safety~~ regulations. Employees that ~~are required to wear~~ safety vests, eye and hearing protection devices ~~will~~ be provided with one of each ~~at the~~ beginning of each year at no cost to the employee. Safety vests, eye and hearing protection devices that ~~are~~ lost or damaged due to employees negligence, during the same year, will be replaced by the employee at ~~his~~ expense.
- 10.3 The Union **recognizes** the mutual value of improved methods and increased productivity **in** the interests of the employees ~~and~~ the employers ~~and~~ agree to cooperate with the employers in the installation of such methods **in** suggesting improved methods and in the education of its members in the necessity ~~of~~ such changes ~~and~~ improvements.
- 10.4 The Union recognizes the **need** for conservation and elimination of waste and agrees to cooperate **with** the Employers in suggesting and practicing methods in the interest of conservation ~~and~~ waste elimination.

ARTICLE 11 - SENIORITY

11.1 The retention ~~of~~ employees in the employer's service shall, in general, be governed by the following:

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- a) Availability of employment in ~~their~~ respective work classifications.
- b) In ~~all cases~~ of reduction in ~~the~~ work force, ~~layoffs~~ and ~~recalls~~ from layoffs, **length of** continuous service with the employer shall prevail if ~~capability, competence and performance are~~ otherwise approximately equal."
- c) Length of continuous service with the Employer ~~shall~~ not be broken due to bona fide illness or injury, provided the employer ~~has~~ been ~~notified~~ of such ~~injury~~ or ~~illness~~ within a period of three (3) days from the employees' last day of work and provided further that upon resuming his work, the employee shows the same capability, ~~competence~~ and ~~performance~~. On ~~the~~ Employer's request, the employee shall provide a medical certificate establishing the nature and duration of ~~the~~ illness or injury
- On each occasion ~~that~~ an employee is ~~off~~ work because of illness or ~~injury~~, and provided the employee is not employed elsewhere, except under a W.C.B. rehabilitation program, he will continue to accumulate seniority for twenty-four (24) months. Then, he will ~~maintain~~ his seniority accumulated to that date.
- d) **Length** of continuous service with the Employer shall be broken if the employee who has been laid off fails to ~~report~~ for work within five (5) consecutive working days after registered mail notice is sent to ~~his~~ last address appearing on the Employer's records.

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11.2 In the event of reduction in the work force, layoffs and recalls ~~from~~ layoffs, whenever possible considering ~~the nature~~ of the work to be performed, the ~~chief steward~~ shall be one of the last two employees covered under ~~the terms~~ of this Agreement to ~~remain~~, and one of the first two to be recalled, provided he is qualified, competent and capable ~~of~~ performing the remaining work.

11.3 **Upon** request from the Union the employer shall supply a seniority list and/or a classification **list**.

ARTICLE 12 - NO STRIKE OR LOCK-OUT

12.1 ~~During~~ the life of ~~this~~ Agreement, the Council ~~and~~ its affiliated unions agree there will be no strike, work stoppage, slowdown, picketing or ~~any~~ other act which will interfere with ~~any~~ operation of the employer and each employer agrees that it will ~~not~~ cause a lock-out.

The Employers ~~shall~~ have the right to discharge or otherwise discipline employees who take ~~part~~ in, or instigate ~~any~~ strike, picketing, work stoppage, slowdown or any other ~~act~~ which interferes with any operation of the employers.

12.2 None of the ~~unions~~ on whose behalf ~~this~~ Agreement is entered ~~shall~~ involve the employers or any of them in any dispute which may arise between ~~the~~ Council or Trade Union and any other company and the employees of such other company.

12.3 ~~The~~ Council and the ~~unions~~ on whose behalf ~~this~~ Agreement ~~is~~ entered into will not condone a ~~work~~ stoppage or observe any picket line placed on ~~a~~ job site for jurisdictional or organizational purpose.

ARTICLE 13 - PAYMENT OF WAGES

13.1 Wages shall be paid by cash or by cheque or by bank deposit at the option of the Employer, weekly or bi-weekly at the Employers choice, during working hours on the Thursday following the end of the pay period ~~and~~ shall be accompanied by a statement identifying ~~the~~ employer and the employee and setting out regular and overtime hours, amount of vacation pay ~~as~~ well as deductions for Income ~~Tax~~, Unemployment Insurance, Canada Pension Union Dues and contributions to Union Benefit Funds and Industry Funds.

13.2 When ~~an~~ employee is laid off, ~~his~~ wages, ~~his~~ Unemployment Insurance separation certificate shall be available ~~to~~ the employee ~~within~~ four (4) ~~working~~ days or sent ~~to~~ the employee by registered mail within those four (4) working days.

13.3 Employees ~~shall~~ be entitled to ~~six~~ (6) hours notice of layoff or ~~six~~ (6) hours pay ~~in~~ lieu of.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.1 ~~The~~ standard ~~work~~ week shall be 50 hours, Monday to Friday inclusive.

14.2 Schedule A for Road building and Schedules B and C, and C-1, overtime after the period of the standard work ~~week~~ shall be paid at the rate of time and ~~one-half~~ the regular rate and in the cities of Ottawa, Gloucester and Nepean overtime at ~~the~~ rate of time and ~~one-half~~ the regular rate shall be paid after eleven (11) hours per day. There shall be no pyramiding of overtime.

Schedule A for Sewer, Watermain and Tunnels and Schedule C-2 - overtime at the rate of time and one-half ~~the~~ regular rate shall be paid for over ten (10) hours per day and on Saturdays.

14.3 Overtime at the rate of double ~~the~~ regular rate shall be paid to all employees except watchmen, for all authorized work performed on Sunday and statutory holidays, except for snow removal

14.4 In the case of shift work for Road building and Sewer and Watermain work a second and third shift shall be paid the following shift premiums:

June 1, 1995	\$1.60 per hour	9506	44 54 100160
May 1, 1996	\$1.65 per hour	9605	100165
May 1, 1997	\$1.70 per hour	9705	100170

Overtime of time **and** one half or double time of **shift** work shall be paid for, calculated on the basis of the shift premium.

ARTICLE 15 - STATUTORY HOLIDAYS

15.1 All authorized work performed on **the** following holidays shall be paid for at double the **regular** rate except for snow removal which will be paid for at one and one **half the regular** rate;

- New Year's Day
 - Victoria Day
 - Good Friday
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day
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- Time **off** without pay on Remembrance Day will be granted on request **to** any employee **who** is a war **veteran**.

15.2 When the date of the Canada Day Holiday falls on a Tuesday, Wednesday or Thursday, the observance of **the** Canada Day Holiday may be changed to a Monday or a Friday with the consent of all employees.

The employer shall have each employee sign a consent form when the **Canada** Day Holiday is changed to another day.

ARTICLE 16 - VACATION PAY

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16.1 Vacation **credits shall** be 4% of earnings and **shall** be paid in accordance with the Hours of Work and Vacation with Pay Act. Statutory holidays credits **shall be** 4% of earnings **and** shall be paid at the **same time as** vacation credits. The vacation indemnity will be net. the taxes having been pre deducted. Employers will pay vacation indemnity twice a year, on some date prior to April 20 and some date prior to October 20 to each year. Following the October 20th payment vacation indemnities **shall** be paid with each pay period **until** layoff. In **addition**, Employers will pay vacation indemnity to employees who are laid-off in **conformity** with 13.2.

Vacation Pay and Statutory Holiday Credits for **Labourers** shall be paid directly to the L.I.U.N.A. Local 527 Vacation Pay Trust Fund.

Vacation Pay and Statutory Holiday Credits for Operating Engineers shall be paid on each pay period.

ARTICLE 17 - REPORTING TIME

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17.1 Any employee who reports for work at his ~~usual~~ time or at the time requested by his employer and is not provided with at least four hours' work will be paid for at least four ~~hours~~ at his basic rate provided he **remains** on the job for the four hours and performs any work available, unless directed otherwise by the employer. ~~This~~ does not apply if he has been notified not to come into work, or if the work stoppage is beyond the control of the employer.

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17.2 Any 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 hours pay provided ~~the~~ employee remains on the job for two hours after his designated starting time if requested to do so by the employer.

Each employer shall by way of a letter to employees state the company policy on reporting in the event of inclement weather.

-17.3 It is agreed that a senior employee shall not be sent home before a junior employee, at the same job site or location, provided that capabilities are equal and that he is available to work and is in the same classification.

ARTICLE 18 - EMERGENCY CALL BACK

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18.1 Any employee called back to work after completing his normal shift and where no prior notice ~~was~~ given to return shall be paid a minimum of four hours at the applicable rate.

ARTICLE 19 - SPECIAL **WORKING** CONDITIONS

19.1 Shelter: On all **jobs** where more than five employees are continuously employed, employers will provide shelter for employees to eat their lunch and store their clothing, whenever reasonably practical, if none be otherwise available.

19.2 Toilets: Employers shall provide sanitary toilets in accordance with construction **safety** regulations.

19.3 Tools: Employers shall provide all tools utilized by Labourers. The latter will be made responsible for ~~the~~ loss of same.

19.4 Break: Employers shall allow employees to take a 10 minute break at their work position once during each first and second half of the work period.

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19.5 **Eating** Periods: Employers shall provide eating periods of at least one-half hour at such intervals **as** will result in no employee working longer ~~than~~ five consecutive hours without an eating period. When employees are required to work two hours or more beyond the second eating period, the employers shall provide such employees a fifteen minute meal period and a reasonable meal, costing not less than \$8.50 and not more than \$11.50, effective June 1, 1995, without the loss of pay, provided the meal is consumed at the place of work.. If an employer fails to provide a meal, the employee shall receive the maximum amount on his cheque in lieu of the meal.

- 19.6 a) Mechanics **shall** not be required to share their **personal** tools with the other employees.
- b) **A** tool allowance shall be paid to all mechanics and an equipment and protective clothing allowance shall be paid to welders on pile driving upon presentation of receipt of purchase. The tool allowance will be paid on December **1st** of each year or on termination in the following amounts:
- June 1, 1995 **\$29.00** per month or **\$348.00** maximum per year
- c) If an operator is required to perform repairs on equipment, the Employer shall provide ~~the~~ necessary tools:
- 19.7 **A** lunch break must be allowed to all employees.
- 19.8 When **an** employee is required to work under abnormally wet conditions, the Employer will provide such protective clothing as is deemed reasonably necessary. The employee shall be responsible for the return of such protective clothing in good condition, subject to normal wear and tear.
- 19.9 Employers will supply gloves to employees working as fuel truck drivers, float drivers, welders and to mechanics where required. Coveralls will be supplied to mechanics and welders at **100%** of cost
- 19.10 ~~The~~ Employer shall pay for lost daily hours within the day of **any** work related accident, upon submission of proof of medical attention, certifying inability to work.
- 19.11 Employees who are required to drive their own personal vehicles to work sites will be provided with parking **and/or** compensated for parking charges based on receipt of payment for the parking charges
- 19.12 The Employer will grant, upon request, two **(2)** working days leave of absence with pay at the rate of **\$160.00** per **day** effective June 1, 1995 and **\$165.00** per **day** effective May 1, 1996, and **\$170.00** per day, effective May 1, 1997 in the event of the death of an employee's father, mother, spouse, child, brother, or sister. Such leaves of absence **are** not automatic and shall only be **granted** when the circumstances require, for the purpose of attending the funeral and/or **making** funeral arrangements. This payment will not apply where it is otherwise covered by **an** employee's existing benefit plan
- 19.13 For tendered contracts, specifically called and awarded for the handling of toxic and radioactive material not traditionally handled by **Road** or Sewer Contractors, employees will receive a \$0.50 premium per hour Furthermore, the Employer **shall** provide the necessary safety equipment, over and above equipment and clothing normally supplied by the Employee to perform the work **as** per the Occupational Health and Safety Act. The above **shall** exclude the handling of any equipment used in the testing of the Employer's material and work.

ARTICLE 20 - LIVING OUT AND **TRAVEL** ALLOWANCE

- 20.1 Employees that are requested to work beyond **48** kilometers from the Peace Tower and that are provided daily transportation to their place of work will be paid a rate of **\$21.50** per day effective June 1, 1995, and **\$21.80** per day effective May 1, 1996 and **\$22.00** per day effective May 1, 1997 as compensation for the extra travel time.
- 20.2 Employees that are requested to work outside the **48** kilometer radius from the Peace Tower and that are not provided daily transportation to their place of work will be paid a room and board or travel allowance **as** follows:
- Greater ~~than~~ the **48** kilometer radius from the Peace Tower up to **65** kilometers:
- \$36.50 per day effective June 1, 1995
\$36.80 per day effective May 1, 1996
 \$37.00 per day effective May 1, 1997



Greater than ~~65~~ kilometers from the Peace Tower up to 80 kilometers:

- \$43.50 per day effective June 1, 1995
- \$43.80** per day effective May 1, 1996
- \$44.00 per day effective May 1, 1997

Greater than **80** kilometers from the Peace Tower:

- \$49.50 per day effective June 1, 1995
- \$49.80 per day effective May 1, 1996
- \$50.00 per day effective May 1, 1997

20.3 Where ~~an~~ Employer bound by this Agreement transfers or reemploys Employees beyond the geographic scope of this Agreement, the Employer shall apply the full terms and conditions of ~~this~~ Agreement including the applicable wage rates, benefit, pension and **training** contributions, to all work performed beyond the geographic scope of this Agreement.

ARTICLE 21 - SAVINGS CLAUSE

21.1 If any court shall hold any ~~part~~ of this Agreement invalid, such decision shall not invalidate any other ~~parts~~ of this Agreement.

ARTICLE 22 - EMPLOYMENT EQUITY

22.1 The National Capital Road Builders Association and the **Unions** mutually recognize the need for employment equity initiatives. Following join! investigation and consultation, the parties agree to meet to develop an employment equity plan.

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Whenever the masculine gender is used in this Agreement, ~~the~~ Agreement shall be read as if the feminine gender was included, and all the terms of this Agreement shall be applied equally to all members of the Union without **discrimination of any** nature whatsoever because of race, sex, religious beliefs, political opinions or any other ground prohibited by the Ontario Human Rights Code.


ARTICLE 23 - DURATION

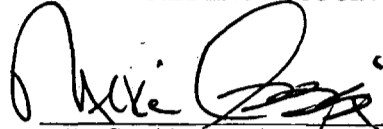
23.1 This agreement shall become effective on the ~~1st~~ of May, 1995 and shall remain in effect until the ~~30th day of April, 1998~~ and shall continue in force from year to year thereafter unless either party shall furnish the other party with a notice of termination of, or proposed revision of this Agreement, not more than 90 days before the **30th** day of April, 1998, or in a like period in any year thereafter


IN WITNESS WHEREOF the party of the First Part and the party of the Second Part have caused their proper officers to affix their signatures the day and year first above written.

A Council of Trade Unions consisting of the International Union of Operating Engineers, Local 793, Labourers International Union of North America, Local 527, and Teamsters Local Union 91 Affiliated with The International Brotherhood of Teamsters.


THE NATIONAL CAPITAL
ROAD BUILDERS ASSOCIATION

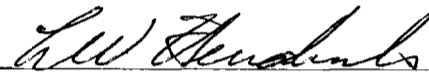

International Union of Operating Engineers,
Local 793
Leonard Budge


Mike Cassidy - President


Labourers International Union of North America
Local 527
Bernardino Carrozzi


Jules Charlebois - Secretary-Treasurer


Teamsters Local Union 91 Affiliated
with The International Brotherhood of Teamsters
André Papineau


Bert Hendriks - Vice President

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Schedule "A" - Minimum Wage Rates for Operating Engineers

Category	Effective Date	Hourly Rate	Contributions to Funds	Vacation Holiday Credits	Total Hourly Wage Package
1. Sewer and Watermain Operators of cranes, shovels, clams, back-hoes gradalls, derricks, mobile truck cranes, milling machine operators and similar equipment	June 1, 95	21.45	2.93	1.72	26.10
	May 1, 96	21.73	2.98	1.74	26.45
	May 1, 97	22.10	3.03	1.77	26.90
	Nov 1, 97	22.29	3.03	1.78	27.10
2. Road Construction Operators of shovels, clams, draglines, cranes, pile-drivers, gradalls, all floating equipment (derricks, dredges, etc.)	June 1, 95	20.51	2.93	1.64	25.08
	May 1, 96	20.79	2.98	1.66	25.43
	May 1, 97	21.16	3.03	1.69	25.88
	Nov 1, 97	21.34	3.03	1.71	26.08
3. Grader "A": Finished grading for asphalt or concrete.	June 1, 95	20.05	2.93	1.60	24.58
	May 1, 96	20.32	2.98	1.63	24.93
	May 1, 97	20.69	3.03	1.66	25.38
	Nov 1, 97	20.88	3.03	1.67	25.58
4. Grader "B": Other grading including gravel.	June 1, 95	19.24	2.93	1.54	23.71
	May 1, 96	19.52	2.98	1.56	24.06
	May 1, 97	19.89	3.03	1.59	24.51
	Nov 1, 97	20.07	3.03	1.61	24.71
5. Mechanic "A": Heavy duty (complete tear down repair and build up).	June 1, 95	20.25	2.93	1.62	24.80
	May 1, 96	20.53	2.98	1.64	25.15
	May 1, 97	20.90	3.03	1.67	25.60
	Nov 1, 97	21.08	3.03	1.69	25.80
6. Mechanic "B":	June 1, 95	19.82	2.93	1.59	24.34
	May 1, 96	20.10	2.98	1.61	24.69
	May 1, 97	20.47	3.03	1.64	25.14
	Nov. 1 97	20.66	3.03	1.65	25.34

Schedule "A" - Minimum Wage Rates for Operating Engineers (cont'd)

Category	Effective Date	Hourly Rate	Contributions to Funds	Vacation Holiday Credits	Total Hourly Wage Package
7. Welder "A":	June 1, 95	19.27	2.93	1.54	23.74
	May 1, 96	19.55	2.98	1.56	24.09
	May 1, 97	19.92	3.03	1.59	24.54
	Nov 1, 97	20.10	3.03	1.61	24.74
8. Welder "B"	June 1, 95	19.06	2.93	1.52	23.51
	May 1, 96	19.33	2.98	1.55	23.86
	May 1, 97	19.70	3.03	1.58	24.31
	Nov 1, 97	19.89	3.03	1.59	24.51
9. Operators "A": Bulldozer. D6 and over, pavers (asphalt and concrete) rubber tired scrapers. loaders. 1 1/2 c.y. capacity and over, temporary steam heating plant, 6 way blade bull-dozer , sheep's foot with blade attachment, rubber tired hoe	June 1, 95	19.70	2.93	1.58	24.21
	May 1, 96	19.98	2.98	1.60	24.56
	May 1, 97	20.35	3.03	1.63	25.01
	Nov 1, 97	20.54	3.03	1.64	25.21
10. Operators "B": Bulldozer under D6, loaders under 1 1/2 c.y. capacity, pumps 6" discharge and over. kubota type backhoe, and skid steer loaders, industrial tractors with attachments. well points, dinky locomotive type engines and roller "A" Asphalt	June 1, 95	19.43	2.93	1.55	23.91
	May 1, 96	19.70	2.98	1.58	24.26
	May 1, 97	20.07	3.03	1.61	24.71
	Nov 1, 97	20.26	3.03	1.62	24.91
11. Roller "B": Grade self propelled ride on packers. electronic or radio controlled compaction unit , power sweepers .	June 1, 95	18.91	2.93	1.51	23.35
	May 1, 96	19.19	2.98	1.53	23.70
	May 1, 97	19.56	3.03	1.56	24.15
	Nov 1, 97	19.74	3.03	1.58	23.35

Schedule "A" - Minimum Wage Rates for Operating Engineers (cont'd)

Category	Effective Date	Hourly Rate	Contributions to Funds	Vacation Holiday Credits	Total Hourly Wage Package
12. Field Service Man	June 1, 95	19.12	2.93	1.53	23.58
	May 1, 96	19.40	2.98	1.55	23.93
	May 1, 97	19.77	3.03	1.58	24.38
	Nov 1, 97	19.95	3.03	1.60	24.58
13. Oilers, and Apprentices front end drivers and oilers on 100 tonne cranes	June 1, 95	18.20	2.93	1.46	22.59
	May 1, 96	18.48	2.98	1.48	22.94
	May 1, 97	18.85	3.03	1.51	23.39
	Nov 1, 97	19.04	3.03	1.52	23.59
14. Tunnel Operators of shaft hoists, tuggers, cranes and derricks with lifting capacity over 2,000 lbs.	June 1, 95	22.07	2.93	1.76	26.76
	May 1, 96	22.34	2.98	1.79	27.11
	May 1, 97	22.71	3.03	1.82	27.56
	Nov 1, 97	22.90	3.03	1.83	27.76
15. Tunnel Operators of shaft hoists, tuggers, cranes and derricks with Lifting capacity of 2,000 lbs. or less, and compressors over 500 C.F.M. (where required). Compressor house set-up man (Qualified Mechanic).	June 1, 95	21.71	2.93	1.74	26.38
	May 1, 96	21.99	2.98	1.76	26.73
	May 1, 97	22.36	3.03	1.79	27.18
	Nov 1, 97	22.55	3.03	1.80	27.38

NOTES TO SCHEDULE "A"

1. The provisions of the Sewer and Watermain Construction schedule apply only to work performed on sewer and watermain construction which is performed by the Employer as a separate contract and shall not apply to any work performed on Sewer and Watermain construction which is an integral part of a general contract which includes road or parking lot construction, paving etc.
2. The provisions of the Tunnel Schedule applies only to work performed on a tunnel project called as a tunnel and does not include tunnel work which is incidental to open cut work for sewer and watermain construction.
3. During the winter months from December 1st to April 30th, when any of the employees in the above classifications are employed on work other than that set out in this schedule. the wage rate for such employees will be worked out between the employee concerned and the employer in each case, except that for employees engaged on snow removal, the employee will be paid at a rate not less than that of an operator for the type and size of equipment being used.
4. It is agreed that foremen and other supervisory personnel may be engaged at the discretion of the company as mechanics or operators during the winter months (December 1st to April 30th), for snow removal, but not on construction sites or equipment rental, or at any time in case of emergency and when so engaged they shall not be governed by the provisions of this schedule nor the provisions of this agreement.
5. For Sewer and Watermain Tunnel work, greasing time shall be paid at straight time rates.
6. In the case of shift work for sewer and watermain tunnel work a second and third shift shall be paid time and one-ninth. Overtime of time and one-half, or double time. on shift work shall be paid for calculated on the basis of the shift premium.

Shifts and rest periods for all compressed air work. shall be in accordance with Ontario Department of Labour Regulation 100/63 or as amended covering underground work.

7 - HEALTH PLAN - PENSION PLAN

- 7-1 The Parties hereto agree that the employee benefit plans shall be jointly trusted by an equal number of trustees appointed by Employers and a like number of trustees appointed by the Union.
- 7-2 The employer agrees to contribute to the following funds:

	June 1, 1995	May 1, 1996	May 1, 1997	
I.U.O.E. Training Fund	\$.13 per hour	\$.13 per hour	\$.13 per hour	<u>70K</u>
I.U.O.E. Health Plan ✓	\$1.30 per hour	\$1.35 per hour	\$1.40 per hour	<u>998</u>
I.U.O.E. Pension Plan	\$1.50 per hour	\$1.50 per hour	\$1.50 per hour	<u>769</u>
Total Contributions	\$2.93 per hour	\$2.98 per hour	\$3.03 per hour	1

- 7-3 These monies shall be remitted in accordance with this Collective Agreement and shall be remitted by the 20th day of the month following the month in which the hours have been earned, together with supporting information entered on a Reporting Form as designated by the Trustees and at no time shall the contributions be paid directly to the employee.
- 7-4 In the event an Employer fails to remit the contributions for the Health Plan and the Pension Plan by the 20th day of the month due, the Trustees may charge interest at the rate of 2% per month (24% per annum) for any delinquent contributions 30 days in arrears, provided the Employer has received 5 days prior written notice to correct such delinquency.

- 7-5 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.
- 7-6 If the Employer does not submit the certified audited statement as per 7-5 the Trustees may appoint an independent chartered accountant to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's records only with respect to the Employer's contributions or deductions to the required Employee Benefit Plan.
- 7-7 Where the Trustees appoint an auditor the cost shall be born by the appropriate plan.
- 7-8 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 5 days of receipt of written notice from the Trustees, remit all outstanding contributions along with completed supporting contribution report forms as required by the plan.
- 7-9 When an Employer fails to remit all delinquent contributions the provisions of 7-4 shall apply and the Union on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employer under Section 124 of the Labour Relations Act of Ontario. All costs of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.
- 7-10 The consistently delinquent employer may be required by trustees of the funds to deposit with the trustees a cash bond, an irrevocable line of credit or equivalent acceptable security payable to the trustees of the International Union of Operating Engineers Benefit Trust Fund. The maximum sum that an employer may be required to deposit with the trustees of the International Union of Operating Engineers Benefit Trust Fund with respect to all contributions to the various funds shall be \$25,000 in total.

If an Employer does not have any employees in his employ he shall submit a nil report in accordance with the provisions of 7-3.

WORKING DUES CHECK-OFF

- 8-1 Each Employer agrees to deduct from each employee in the bargaining unit, working dues at the rate of 2% of the gross pay rounded up or down to the closest cent. Such deductions shall be forwarded along with the remittances required under 7-2 and supporting information shall be as required by the Trustees on the Reporting Forms.

Such deductions shall be immediately paid to the local Union by the administrator of the plans

- 8-2 The Union agrees to hold harmless and indemnify the Employers. The National Capital Road Builders Association and the Trustees against any liability incurred as a result of deductions made under 8-1 above

TRAINING FUND

- 9. The employer shall contribute \$.13 per hour for each hour worked by each Operating Engineer covered by this agreement. to a mutually trusteeed Fund.

UNION SECURITY

- 10a) The Employers agree that they will subcontract Concrete Curt, and Gutter, Concrete and Paver Sidewalk, and the laying of asphalt only to subcontractors who employ members in good standing.
- b) If the subcontractor does not have a collective agreement with the Union, he will be required to observe **all** terms and conditions of this agreement and including the Trust Fund Provisions.
- c) Employers, whose predominant business is sewer and watermain work, while engaged in or performing M.T.O. work shall be bound by and observe Articles 10 (a) and (b).
- d) Employers, whose predominate business is sewer and watermain work, while engaged in or performing work, other ~~than~~ M.T.O. work, shall be bound-by and observe Articles 10 (a) and (b), other ~~than any~~ reference to the laying of asphalt.
- e) Contractors whose predominant business is sewer **and** watermain construction will not subcontract sewer or watermain work to non-union contractors.
- f) The Employer agrees to engage only those subcontractors who are in contractual relations with the Union to perform work set out in the classifications of this Agreement to perform the following work:
- i) Laying of asphalt **only** by contractors whose predominant business is road building.
 - ii) Dredging.
 - iii) Tunnels over 1.5 meters inside finished diameter with respect to above **ground** works only.
 - iv) Crane rentals.
 - v) Upon ratification, all new work on Highway 416 over 5 million dollars only, with respect to road base excavation **as** per OPSS form 206 and placing of road base granular **A** and granular B **as** per OPSS form 314.
 - vi) At May 1, 1996, work over 5 million dollars on Ministry of Transportation Ontario projects **only**, with respect to road base excavation **as** per OPSS form 206 **and** placing of road base granular A and granular B **as** per OPSS form 314.
 - vii) **At** May 1, 1997, work over 4 million dollars on Ministry of Transportation Ontario projects only, with respect to road base excavation **as** per OPSS form 206 and placing of road base granular A and granular B **as** per OPSS form 314.
 - viii) **All** projects awarded to the employer prior to the time of ratification of the Collective Agreement are exempt from clause 10(f)(v), **10(f)(vi)** and 10(f)(vii).
- g) The subcontracting of work to employers signatory to any other Union's collective agreement **shall** not be a violation of the National Capital Road Builders Agreement.

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Schedule "B" - Minimum Wage Rates for Teamsters

Category	Effective Date	Hourly Rate	Contributions to Funds	Vacation Holiday Credits	Total Hourly Wage Package
1. Ready mixed concrete truck (more than 6 months seniority in this category)	June 1, 95	20.37	1.50	1.63	23.50
	May 1, 96	20.65	1.55	1.65	23.85
	May 1, 97	20.97	1.60	1.68	24.25
2. Floats (Low Bed) over 25 tons	June 1, 95	20.03	1.50	1.60	23.13
	May 1, 96	20.31	1.55	1.62	23.48
	May 1, 97	20.63	1.60	1.65	23.88
3. Floats (Low Bed) 25 tons and under Semi trailer trucks Fuel and grease truck Tri Axle dump with pup trailer Tandem Axle dump with pup trailer Truck with tag along float	June 1, 95	19.91	1.50	1.59	23.00
	May 1, 96	20.19	1.55	1.61	23.35
	May 1, 97	20.51	1.60	1.64	23.75
4. Tri Axle dump Ready mixed concrete truck (less than 6 months seniority in this category) Service truck	June 1, 95	19.80	1.50	1.59	22.89
	May 1, 96	20.08	1.55	1.61	23.24
	May 1, 97	20.40	1.60	1.64	23.64
5. Tandem dump Farm tractor Off highway truck Single Axle truck	June 1, 95	19.75	1.50	1.58	22.83
	May 1, 96	20.03	1.55	1.60	23.18
	May 1, 97	20.35	1.60	1.63	23.58

NOTES TO SCHEDULE "B"

The rate of pay for all new employees will be \$2.00 per hour less that the rates shown in the wage schedule above for the first year of employment and \$1.00 per hour less for the second year of employment. New employees will receive the full rate after two (2) years of employment.

New employees are deemed to be all potential employees that are not currently employed by an Employer at the time of ratification of the Collective Agreement.

1. If a driver works at more than one classification in any day the highest rate will apply for the full day
2. Trucks and those trailers over ten (10) tonne limits, (over 8 tonne limit effective January 1, 1996) that are used predominately either to deliver materials to a job site or from one job site to another or to pull a tag along float shall be driven by a Teamster.
3. Drivers shall not be required to perform work normally done by the labourers or others except in conjunction with Articles 17.1 and 17.2.
4. If the Teamsters introduce Health and Welfare during the life of this agreement the Employers agree to contribute accordingly to The Ontario Teamsters Construction Benefit Plan, such contributions to be from the negotiated hourly rates.
5. Saturday work shall be offered in order of seniority subject to qualifications, however senior employees shall have the right to refuse, provided there are enough qualified junior employees to perform the work. Whenever possible when Saturday work is required the employees shall be notified by Friday noon
6. Length of continuous service with an Employer shall not be broken due to suspension of driver's licence of no more than thirteen (13) consecutive months provided the suspension is not due to an infraction of the traffic Acts of Ontario or Quebec incurred while driving his Employer's vehicle.
7. Newly purchased trucks which are primarily used to haul aggregates and hot mix asphalt shall be equipped with air conditioning and power tarpaulins. Notwithstanding the above, trucks that are now equipped with tarpaulins that can be rolled by crank shall be so maintained.
8. Whenever an employee in a driver classification is required by legislation or government regulation to undergo a periodic physical examination and/or written test in order to remain qualified for his Class "A" "D" or "Z" driver's license and the employee arranges to take the examination during his regularly scheduled shift, he will be paid three (3) hours at his regular, straight-time hourly rate on the day he takes the examination.
9. The Employer agrees that when a vacancy occurs it will be posted on the bulletin board for three (3) working days and any driver will be allowed to bid for the vacancy. Selection to such position will be made on the basis of seniority, provided the employee has the necessary licence and in the Employers reasonable judgement the qualification and ability to do the job. An employee will not be considered for a vacancy on the same type of equipment that he is currently operating.

A vacancy could be caused by the termination of an employee, the quitting of an employee, or the purchase of new equipment etc.

10. The Company shall include on the employee's T-4 slip the total union dues deducted for the year.
11. The Employer shall pay a \$10.00 meal allowance to any driver who works in excess of thirteen (13) hours in one day, when the conditions of Article 19.5 are not granted".

12. The Employer shall contribute and remit to Ontario Teamsters "Construction" Training Trust Fund, the following amounts for each hour worked.

May 1, 1995 \$.15

Remittance to be made to the Administrator of the Ontario Teamsters "Construction" Training Trust Fund, no later than the twentieth (20th) day of the month following the month in which the contributions were earned, with a copy of the remittance form showing the number of hours remitted, forwarded to the Local Union at the same time as the Local Union dues are remitted.

13. The Employer shall contribute and remit to The Teamsters Construction Council of Ontario Service Fund. five (5) cents per hour, for each hour worked. Remittance to be made to the Secretary Treasurer of the Council, no later than the twentieth (20th) day of the month following the month in which the contributions were earned, with a copy of the remittance form showing the number of hours remitted, forwarded to the Local Union at the same time as the Local Union dues are remitted.

- 14.1 The Employer shall remit the following amounts per hour for every hour worked to the Teamsters Canadian Pension Trust Fund.

June 1, 1995 \$1.30
May 1, 1996 \$1.35
May 1, 1997 \$1.40

- 14.2 For the duration of the current Collective Agreement between the Union and the Employer and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Canadian Pension Trust Fund and Plan on behalf of each employee working in job classifications covered by the Collective Bargaining Agreement.

- 14.3 The Employer(s) agree(s) to be bound by all of the terms, conditions and provisions of Agreement and Declaration of Trust under which the Teamsters Canadian Pension Trust Fund and Plan is established and to carry out all of the duties and responsibilities of an Employer under such Agreement and Declaration of Trust including, as appropriate, naming or participating in the naming of Employer Trustees and Employer representatives on a Retirement Committee as provided for under the Teamsters Canadian Pension Trust Fund and Plan.

- 14.4 It is understood that contributions shall be payable in respect to the hours worked by employees from the first day of employment whether said employees are permanent, temporary, seasonal, full time or part time employees.

- 14.5 Contributions along with a list of employees for whom they have been made, shall be forwarded by the Employer(s) to the Trust Company or other financial institution acting as custodian of the assets of the Teamsters Canadian Pension Plan and Trust Fund and shall do so not later than twenty-one (21) days after the close of the Employer(s) four or five week accounting period.

- 14.6 Each Employer shall permit upon the request of the Union or the Trustees, an auditor employed by either the Union or the Trustees, to carry out an audit of the Employer's accounting and other records to ensure that the Employer is paying to the Trustees all contributions due under the terms of the collective agreement.

- 14.7 The Employer(s) shall also complete such forms and provide such information as the trustees and Administrator to the trustees and Administrator to the Teamsters Canadian Pension Plan require from time to time in the administration and operation of the plan.

- 14.8 It is understood that:
- i) Under the Teamsters **Canadian** Pension Trust Fund **and** Plan the Employer(s) is (are) not liable to **guarantee** the benefits payable thereunder or **assure** the solvency of the Fund beyond the payment of contributions due pursuant to the collective agreement.
 - ii) The Teamsters Canadian Pension Trust Fund and Plan is or will be registered under the provisions **of** the Income Tax Act **of** Canada and any other applicable Federal or Provincial law respecting employee pension **plans**.
- 14.9 A consistently delinquent Employer may be required by the Trustees of the Teamsters **Canadian** Pension Plan to deposit with the Trustees a maximum amount of **\$25,000.00** cash Bond, an irrevocable line of credit or equivalent acceptable security payable to the Trustees of the Teamsters Canadian Pension Plan.
15. The Employer will not use Independent Owner Operator **and/or** Hired trucks where it will result in a company driver losing regular hours: except where required equipment is different.
16. Preference will be given to laid **off** employees due to a permanent reduction of fleets. if the laid off employee becomes an Independent Owner Operator or is employed by an Independent Owner Operator.
17. The union and the Employers will meet, immediately upon the failure of the "Broker" or "Dispatch system and/or every six (6) months and/or at the request of either party. to discuss the **administration of** Note 21.
18. The Union will provide the Employers with a list, every three (3) months, of Independent Owner Operators and Hired trucks in **good** standing.
19. Seniority provisions will not apply to Independent Owner Operators and/or Hired trucks.
20. **All** Independent Owner Operators and Hired trucks must have their own W.C.B. account and must be able to provide clearance certificates upon request.
21. The Employers will **give** preference to vehicles operated by members **of** Teamsters Local Union 91 who are Independent Owner Operators or Hired trucks who **are** in contractual relations with the said Union, provided that, in the reasonable judgement of the Employer, **they are** relatively equal to non members with respect to capacity and capability and provided also that they agree to work at the rates established by the individual Employer for Independent Owner Operators and Hired trucks.
22. Any Independent Owner Operator or Hired truck who is in contractual relations with the Union who reports to work on a specific date **as** requested by **the** Employer for whom, there is no work available, will be paid the **sum** of \$20.00.
- 23.1 In the event that the Teamsters Local Union 91 enters into a Collective Agreement with a "Broker" or a "Dispatcher", the Employers **agree to** give such "Broker" or "Dispatcher" the first phone call **to** supply, at any given time, particular types of trucks as required by the Employer at the rates established by the individual Employer for Independent Owner Operators and Hired trucks. If the "Broker" or "Dispatcher" is unable to supply an Employer with the **required trucks** at the rate established by the individual Employer at **the** time of **the** phone call, the Employer is free to hire trucks elsewhere. The "Broker or Dispatcher" will be given an equal opportunity to bid on all contract hauls.
- 23.2 The "Broker" or "Dispatcher" shall be in a position to provide **surety** bonds and if requested by the Employer, the "Broker" or "Dispatcher" shall supply a surety bond to the Employer in the amount requested. Should the Employer request a bond the cost of the surety bond shall be paid **by** the Employer.

- 23.3 The "Broker" or "Dispatcher" shall be responsible for preparing and forwarding **all** invoices to the Employer in a timely fashion and the Employer shall make payment to the "Broker" or "Dispatcher" within **30 days** from the end of the month in which the services are rendered to the Employer. The "Broker" or "Dispatcher" shall be responsible to make **all** payments in a timely fashion to Independent Owner Operators and/or Hired trucks hired by the Employer through the "Broker" or "Dispatcher". The "Broker" or "Dispatcher" shall be responsible for and indemnify **the** Employer for all **costs**, damages, expenses **and fees** incurred by the Employer **as** a result of **the** failure of the "Broker" or "Dispatcher" to make payments to Independent Owner Operators and/or Hired trucks hired by **the** Employer through the "Broker" or "Dispatcher".
- 23.4 The "Broker" or "Dispatcher" shall provide a certificate of liability **insurance as** per the Employers contract requirements.
- 23.5 The "Broker" or "Dispatcher" shall be registered with the **Worker's Compensation Board** and payment to **the** "Broker" or "Dispatcher" shall be conditional upon the "Broker" or "Dispatcher" providing to the Employer a Worker's Compensation Board clearance certificate.
- 23.6 The "Broker" or "Dispatcher" shall provide any further documentation that is required by the Employer for **the** proper conduct of the Employers' business.
- 23.7 The Employer shall be entitled to "name hire" to the "Broker" or "Dispatcher" specific Independent Owner Operators **and/or** Hired trucks who have been "**Red Circled**" by mutual agreement between the Employer **and** Teamsters Local Union 91.
- 24 Notes 23.1 to 23.7 do not apply to delivery of granular material purchased from non-owned sources **and** delivered to the job site.
25. Contract hauls in existence at the time the "Broker" or Dispatch" system is implemented are exempted from Notes 23.1 to 23.7 inclusive.
26. With **respect to** Ready **M i x** trucks, a senior employee will not normally displace a junior employee on a daily basis when the later is working a late **hour** in a different category.
- 27 For the purpose of **this** Schedule, an Independent Owner Operator **shall mean** a person who **owns** and operates his own truck; Hired truck shall mean a person who operates a truck owned by someone else.
28. The provisions of Notes 18 and 21 above will not be applicable while **the** "Broker" or "Dispatcher" referred to in Note 23 above is in operation.
- 29.1 Employers whose predominant business is roadbuilding will not subcontract the delivery of machine laid asphalt to contractors who are not in contractual relations with Teamsters Local Union 91.
- 29.2 Employers whose predominant business is sewer **and** watermain work. while engaged on M.T.O. projects will not sub contract the delivery of machine laid asphalt to contractors who are not in contractual relations with Teamsters Local Union 91.
- 29.3 In the event that **an** Employer whose predominant business is sewer and watermain subcontracts the installation of sewer **and** watermain piping, manholes and catchbasins, the said subcontractor must utilize trucks operated by members in good standing with Teamsters **Local** Union 91.
- 29.4 If the subcontractor does not have a Collective Agreement with the Union, he will be required to observe **all terms** and conditions of **this** agreement **and** including the Trust Fund Provisions.

Schedule "C" - Minimum Wage Rates for Labourers

Category	Effective Date	Hourly Rate	Contributions to Funds	Vacation Holiday Credits	Total Hourly Wage Package
C Road building, sewer and Watermain and Tunnel					
1. Powderman (licenced City of Ottawa and Certified Welders on pile driving	June 1, 95	19.50	3.15	1.56	24.21
	May 1, 96	19.66	3.32	1.58	24.56
	May 1, 97	19.89	3.47	1.60	24.96
2. Labourers (skilled) form setter including curbs, gutters side-walk, retaining walls , catch-basin structure (formed in place), concrete worker (cement finisher), raker, pipe layer, powderman, (licenced) air track driller, welders on pile driving (except for maintenance of equipment)	June 1, 95	19.00	3.15	1.52	23.67
	May 1, 96	19.16	3.32	1.54	24.02
	May 1, 97	19.39	3.47	1.56	24.42
3. Labourers (semi-skilled) including sheeting and shoring, concrete and asphalt saw operator	June , 95	18.50	3.15	1.48	23.13
	May , 96	18.66	3.32	1.50	23.48
	May , 97	18.89	3.47	1.52	23.88
4. Labourers including asphalt shovelmen, concrete shovelmen, floatmen, scootcrete, caulker, farm tractor operator, pump operator - under 6 inches, asphalt tamperman, grouter, jackhammer breaker operator, Interlock paver layers, walk behind compactor operators and electronically controlled compactor operators.	June 1, 95	18.21	3.15	1.45	22.81
	May 1, 96	18.37	3.32	1.47	23.16
	May 1, 97	18.60	3.47	1.49	23.56
5. Labourers who have not been actively engaged in construction work for more than twelve months in the past three years .	June 1, 95	7.67	3.15	1.41	22.23
	May 1, 96	7.83	3.32	1.43	22.58
	May 1, 97	8.06	3.47	1.45	22.98

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Schedule "C" - Minimum Wage Rates for Labourers (cont'd)

Category	Effective Date	Hourly Rate	Contributions to Funds	Vacation Holiday credits	Total Hourly Wage Package
6. Labourers who have not been actively engaged in construction for more than six months in the past three years and students employed after September 15th.	June 1, 95	15.34	3.15	1.22	19.71
	May 1, 96	15.50	3.32	1.24	20.06
	May 1, 97	15.73	3.47	1.26	20.46
7. Students hired between May and September 15th as General Labour. Watch persons and Flag persons.	June , 95	11.90	.78	.95	13.63
	May , 96	12.20	.80	.98	13.98
	May 1, 97	12.53	.85	1.00	14.38

Schedule "C-1" - Minimum Wage Rates for Labourer

Category	Effective Date	Hourly Rate	Contributions to Funds	Vacation Holiday Credits	Total Hourly Wage Package
1. Tunnel Labourer (including welders on pile driving except for maintenance of 3.15 equipment)	June 1, 95	19.02	3.15	1.52	23.69
	May 1, 96	19.18	3.32	1.54	24.04
	May 1, 97	19.41	3.47	1.56	24.44
2. Tunnel underground labourer, loco driver lock tender	June 1, 95	19.28	3.15	1.54	23.97
	May 1, 96	19.44	3.32	1.56	24.32
	May 1, 97	19.67	3.47	1.58	24.72
3. Mucker	June 1, 95	19.43	3.15	1.55	24.13
	May 1, 96	19.59	3.32	1.57	24.48
	May 1, 97	19.82	3.47	1.59	24.88
4. Miner, tunnel mole driver, tunnel shield driver, mucking machine operator, powderman, groutman.	June 1, 95	19.57	3.15	1.56	24.28
	May 1, 96	19.73	3.32	1.58	22.63
	May 1, 97	19.96	3.47	1.60	25.03
5. Lead miner	June 1, 95	19.85	3.15	1.58	24.58
	May 1, 96	20.01	3.32	1.60	24.93
	May 1, 97	20.24	3.47	1.62	25.33

Schedule "C-2" - **Minimum** Wage Rates for Labourers

Category	Effective Date	Hourly Rate	Contributions to Funds	Vacation Holiday Credits	Total Hourly Wage Package
<p>C-2 Bridge Construction with Single or Multiple Span and Retaining Walls Attached to Those Structures.</p> <p>The Employers agree that all work on Bridge Structures with single or multiple span and retaining walls attached to those structures shall be performed by members of the L.I.U.N.A. Local 527 for the following classifications and wage rates:</p>					
1 Labourers	June 1, 95	18.21	3.15	1.45	22.81
	May 1, 96	18.37	3.32	1.47	23.16
	May 1, 97	18.60	3.47	1.49	23.56
2 Concrete Finisher	June 1, 95	19.00	3.15	1.52	23.67
	May 1, 96	19.16	3.32	1.54	24.02
	May 1, 97	19.39	3.47	1.56	24.42
3. Reinforcing Steel Setter. Formsetter and Formbuilder	June 1, 95	21.16	3.15	1.69	26.00
	May 1, 96	21.32	3.32	1.71	26.35
	May 1, 97	21.55	3.47	1.73	26.75

NOTES TO SCHEDULE C, C-1 and C-2

1. The provisions of the Tunnel Schedule apply **only** to work performed on a tunnel project called **as** a tunnel and does not include tunnel work which is incidental to open cut work for sewer and watermain construction
2. In the **case** of shift-work in tunnel construction, a second and third shift shall be paid time and one-ninth. Overtime of time and one-half or double time, on shift work shall be paid for calculated on the basis of the **shift premium**.

Shifts and rest period for all compressed **air** work in tunnel construction, **shall** be in accordance with Ontario Department of **Labour** Regulation **100/63** or **as** amended covering underground work.

C. compressed air premium, where it applies:

May 1, 1995

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1 to 14 lbs. pressure.....	20.22 per day
15 to 20 lbs. pressure.....	24.72 per day
21 lbs. pressure.....	29.21 per day

For all pressures over twenty-one (21) pounds the Employer agrees to pay \$1.69 per pound compressed air premium for each pound over twenty-one (21) pounds, in addition to the twenty-one (21) pounds rate.

4. Students hired as such must become Union Members. The Employer will be allowed one (1) student up to each four (4) employees governed by this schedule.
5. Overtime provisions set forth in this Agreement do not apply to flagpersons and watchpersons, hired as such they will be governed, in this respect, by whatever provincial laws or regulations may apply to them.
6. The Employer agrees to contribute to the following Funds:

	June 1995	Effective Dates May 1996	May 1997
CONTRIBUTIONS TO THE BENEFIT FUND:			
L.I.U.N.A. Local 527 Benefit Plan	.90	.90	.90
L.I.U.N.A. Local 527 Admin. Fund	.55	.55	.55
L.I.U.N.A. Ontario Provincial District Council Admin. Fund	.05	.05	.05
L.I.U.N.A. Local 527 Legal Fund	.10	.15	.15
L.I.U.N.A. Local 527 Tri-Fund (consisting of L.I.U.N.A. Local 527 LECET Fund, L.I.U.N.A. Local 527 Health and Safety Fund and the L.I.U.N.A. Local 527 Training Fund	.13	.15	.20
PST Benefit Plan	<u>.072</u>	<u>.072</u>	<u>.072</u>
Total Benefit Contributions	1.802	1.872	1.922
CONTRIBUTIONS TO THE PENSION FUND			
Labourers' Pension Fund of Central and Eastern Canada	1.32	1.42	1.52
Canadian Tri-Fund	<u>.05</u>	<u>.05</u>	<u>.05</u>
Total Pension Contributions	1.37	1.47	1.57
industry Fund	<u>.05</u>	<u>.05</u>	<u>.05</u>
TOTAL EMPLOYER CONTRIBUTIONS	3.222	3.392	3.542

- a) Contributions to Benefit funds for Students shall be \$.078 per hour effective June 1, 1995, \$.080 per hour effective May 1, 1996 and \$.085 per hour effective May 1, 1997 (Local 527 Administration Fund, District Council Administration Fund, L.I.U.N.A. Local 527 Tri-Fund and National Tri-Fund) unless the student elects to pay for other benefit funds in which case his hourly rate will be reduced accordingly and the union shall be notified.
- b) Contributions are cents per hour for each hour worked by each employee covered by this schedule.
- c) Each monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employers payroll ending nearest to the last day of the preceding month.

- d) The hourly rates shown in Schedule C, C-1 and C-2 have been reduced by the amount of the contributions shown for L.I.U.N.A. Local 527 Administration and L.I.U.N.A. Ontario Provincial District Council Administration and each employee covered by these schedules has agreed to the reduction.
 - e) The contributions for L.I.U.N.A. Local 527 Administration Fund and District Council Administration Fund shall be remitted monthly by the administrator of the L.I.U.N.A. Local 527 Benefit Plan to Local 527 Secretary-Treasurer.
 - f) The Legal Fund contributions shall be remitted monthly by the Administrator of the L.I.U.N.A. Local 527 Benefit Plan to the Administrator of the L.I.U.N.A. Local 527 Legal Fund.
 - g) The contributions to the L.I.U.N.A. Local 527 Tri-Fund shall be remitted monthly by the Administrator of the L.I.U.N.A. Local 527 Benefit Plan, as directed by the Union, to one or all of the following funds L.I.U.N.A. Local 527 LECET Fund, L.I.U.N.A. Local 527 Health and Safety Fund, and the L.I.U.N.A. Local 527 Training Fund.
 - h) The Canadian Tri-Fund contributions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada together with the Pension Contributions.
 - i) Vacation Pay and Statutory Holiday Pay will be remitted monthly together with Local 527 Benefit Contributions and shall be remitted to the Local 527 Trust Fund not later than the twentieth (20th) day of the month following the month they were earned.
 - j) The Employer shall itemize and remit all of the above contributions on forms supplied by the Administrators of the Local 527 Plan and send one copy of each form at the same time to Local 527.
7. Both parties agree to an equal number of Employers and Union Trustees to manage the L.I.U.N.A. Local 527 Benefit Trust Fund mentioned in this Schedule.
- The Employer agrees to be bound by the existing provisions of the L.I.U.N.A. Local 527 Benefit Trust Documents.
8. All of the above contributions and deductions shall be remitted monthly, not later than the twentieth (20th) of each month following the month for which such deductions or contributions were earned.
9. A penalty of one and one half percent (1 1/2 %), 18% per year of the amount of outstanding contributions shall be paid for each month that such contributions are outstanding beyond the twentieth (20th) of each month. In addition, the consistently delinquent Employer may be required by the trustees of the Funds to deposit with the trustees a cash bond, an irrevocable line of credit or equivalent acceptable security payable to the trustees of the L.I.U.N.A. Local 527 Benefit Trust Fund. The maximum sum that an Employer may be required to deposit with the trustees of the L.I.U.N.A. Local 527 Benefit Trust Fund with respect to all contributions to the various funds shall be \$25,000, in total.
10. If the Union decides to revise the above benefit contributions and or deductions, then the Employer agrees to make such revisions.
11. Watchpersons hired as such must become Union Members if employed continuously in excess of one week. Non-Union or security personnel may be engaged as watchmen for a period of one week or less and they are not governed by this Agreement.

12. The Employers agree to hire flagpersons that are Union Members on condition that the Union will supply a list of Union Members that are trained qualified flagpersons in traffic control from which, the employer will contact and hire directly as required. The provisions of Article 3.4 - Union Security with respect to the 48 hours only, does not apply to flagpersons. The provisions of Article 11 - Seniority do not apply to flagpersons.

Union Security

- 13a) The employer agrees to engage only those contractors and subcontractors who are in contractual relations with the Union to perform work set out in the classifications of this Agreement, to perform the following work:
- i) ~~Concrete~~ curb and gutter
 - ii) Concrete ~~and~~ paver sidewalk
 - iii) Laying of asphalt
 - iv) ~~Asphalt~~ and concrete sawcutting
 - v) ~~Coring~~ of concrete
 - vi) ~~Dredging~~
 - vii) Bridge work as per category C-2 in this schedule
 - viii) Bell Canada duct work
 - ix) Sound barriers
 - x) Upon ratification, all new work on Highway 416 over 5 million dollars only, with respect to road base excavation as per OPSS form 206 and placing of mad base granular A and granular B as per OPSS form 314.
 - xi) At May 1, 1996, work over 5 million dollars on Ministry of Transportation Ontario projects only, with respect to road base excavation as per OPSS form 206 and placing of road base granular A and granular B as per form 314.
 - xii) At May 1, 1997, work over 4 million dollars on Ministry of Transportation Ontario projects only, with respect to mad base excavation as per OPSS form 206 and placing of road base granular A and granular B as per OPSS form 314.
 - xiii) All projects awarded to the employer prior to the time of ratification of the Collective Agreement are exempt from clause 13(a)(x), 13(a)(xi) and 13(a)(xii).
- b) Further to Article 1 above, a contractor whose predominant business is sewer and watermain construction agrees to engage only those contractors and subcontractors who are in contractual relations with the Union to install sewer and water piping, manholes and catchbasins.
- c) If the subcontractor does not have a collective agreement with the Union he will be required to observe all terms and conditions of this agreement and including the Trust Fund Provisions.
- d) At the mutual request of the Union and the employer whose predominant business is road building, the Union agrees to assist the said employer in securing a competitive position for sewer and watermain contractors with respect to a specific project for which, the road building employer contemplates submitting a tender. Any concessions granted by the Union to the road building employer and the sewer and watermain contractor pursuant to this section shall be in writing and shall be conditional upon the employer whose predominant business is road building, engaging on the project for which concessions are granted by the Union only those sewer and watermain contractors that are in contractual relations with the union. Further, any concessions granted by the Union to the sewer and watermain contractor pursuant to this section shall be conditional upon the sewer watermain contractor performing the subcontract work for a union contractor whose business is road building.

Following a request under this section, should the union be unable, for whatever reason, to assist the employer, the employer and the union acknowledge and agree that no grievance shall arise from either the employer or the union as a result of the union's inability to assist the employer in securing the work.

14. Where the employer **has** agreed, pursuant to **this** agreement, to engage only those contractors or subcontractors that are in contractual relations with the union the said contractors or subcontractors shall have the option, to **perform** works pursuant to their respective collective agreements or, pursuant to the National Capital Road Builders Agreement. The subcontracting of work to employers signatory to **any** other Local **527's** collective agreements **shall** not be a violation of the National Capital Road Builders Agreement.
15. With respect to the laying of asphalt **only**, in the event **that** 11 hours per day cannot be worked Monday to Friday inclusive due to inclement weather, make up time may be worked at **regular** time on **the** Saturday of the week for which time was lost.

Make up time worked on Saturday will be **voluntary** and there will be no **discrimination** to employees **that** refuse to work the Saturday at **the regular** rate of pay.

16. Industry Fund

- a) Each employer bound by Schedules C, C-1 and C-2 of **this** agreement or a like agreement adopting in substance but not **necessarily** in form, the terms and conditions herein, **shall** contribute the sum of five **cents** (5¢) per hour for each **hour** worked by each employee covered by Schedules C, C-1 and C-2 of this agreement or such like agreement. The employers **reserve** the right to increase their contribution to the Industry Fund.
- b) The contributions shall be remitted with the other contributions itemized in note 6 of Schedules C, C-1 and C-2.
- c) The Industry Fund Contributions shall be remitted monthly by the Administrator of the L.I.U.N.A. Local 527 Benefit Trust Fund to the **Secretary** Treasurer of the National Capital Road builders Association.

**NATIONAL CAPITAL
ROAD BUILDERS ASSOCIATION**

LETTER OF INTENT

TO: A Council of Trade Unions consisting of ~~the~~ International Union of Operating Engineers, Local 793, Labourers' International Union of North America, Local 527 and International Brotherhood of Teamsters Union, Local 91.

The first purpose of **this** letter of intent is to constitute a Management-Labour Committee which will meet every three months for the following objects.

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- a) To set up organizational objectives and determine the means to realize the same.
- b) To discuss labour supply distribution within the territorial jurisdiction and outside of the same.

The second purpose of **this** letter is to confirm ~~the~~ employers' intention to endeavour to give preferential treatment to the members of the unions constituting the Council, and more particularly, in sectors where the same does not exist or is lacking, namely, in subcontracting jobs, trucks and equipment.

To this end the Management-Labour Committee shall discuss ways and means of promoting union membership and interests in view of particular situations arising from time to time, while protecting the Employers' competitive position.

April 13, 1970

LETTER OF INTENT

TO: Council of Trade Unions consisting of the International Union of Operating Engineers, Local 793, Labourers International Union of ~~North~~ America, and Teamsters Union, Local 91.

The purpose of **this** letter is to confirm that the employers agree that there will be no disciplinary action of any ~~sort~~, taken against any employee, as a result of the supporting of or engaging in any strike activity.

This letter of intent shall be incorporated into and **form** pari of the collective agreement between the N.C.R.B.A. and the Council of Trade Unions.

July 27, 1992

LETTER OF UNDERSTANDING

Between: N.C.R.B.A.

And: The Council of Trade Unions

It is agreed that the modifications to Article 10 (a) and the Owner Operator/Independent clause will not apply to present contracts entered into before July 27, 1992.

It is agreed that the employers will supply a list of their present contracts by August 5, 1992.

Rates for hired trucks will be set by the Employers.

Owner Operator trucks referred to the Union by an Employer will not be refused membership, provided they apply before October 31, 1992.

Contract Hauls are exempt.


August 21, 1992

LETTER OF UNDERSTANDING


Between: Beaver Roadbuilders

And: Teamsters Local Union 91

The Union agrees that the Employer can use up to ten (10) trucks, or such greater number mutually agreed to by the parties, from R.W. Tomlinson, without affecting the Owner Operator / Independent clause referred to in Schedule "B" of the N.C.R.B.A. Collective Agreement.



L.W. (Bert) Hendriks
Beaver Roadbuilders



André R. Papineau
Teamsters Local Union 91

September 17, 1993