

COLLECTIVE AGREEMENT

BETWEEN

THE HAND ASSOCIATION OF SEWER,  
WATERMAIN AND ROAD CONTRACTORS  
(hereinafter called "The Employer"  
of the first part

and

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA

LOCAL 837, HAMILTON, ONTARIO  
(hereinafter called the "Union")  
of the Second part.

This Agreement made and entered into on the 8 Day  
of Feb 2002.

FILE No. 406-1-0010		
CERT. FILE		
CERT. DATE		
TOTAL EMPS 800		
EFF. DATE Jan 01/02		
EXP. DATE Dec 31/04		
CODING CONTROL	DATE	CODER
IDENT CODED		
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UNION	EMPLOYER	<input checked="" type="checkbox"/>
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OFFICE OF  
MAY 14 2002  
COLLECTIVE BARGAINING  
INFORMATION

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**ARTICLE 1 GENERAL PURPOSE**

- 1.01 It is the intent and purpose of this Agreement to assure sound and mutually beneficial relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or grievance without any work stoppage and to set forth herein the basic and full agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment for all construction labourers in the employ of the employer engaged in road building, parking lot construction, paving, sewer and watermain construction, tunnel work, heavy construction and trenchless technology (sewer and watermain rehabilitation).

**ARTICLE 2 THE AREA**

- 2.01 This Agreement shall be effective in Area 26 & 5 as described by the Ontario Labour Relations Board plus that portion of Halton County west of Hwy. 25 extended in a straight line to Lake Ontario

**ARTICLE 3 RECOGNITION AND UNION SECURITY**

- 3.01 The Employer recognizes the Labourers' International Union of North America, Local 837 as the sole and exclusive bargaining agent for all employees coming within the jurisdiction of this Agreement, while working on all construction projects as defined by Article 1 of this agreement save and except non-working foreman and persons above the rank of non-working foreman, office and clerical staff, shop and yard employees engineering staff and security guards.
- 3.02 The Employer agrees to employ only members of the Union in good standing during the term of this Agreement, Union agrees to give preference to the Employer in supplying men.
- 3.03 It is understood that in the event that the Union cannot supply Labourers in sufficient numbers, Labourers may be hired from any source, who shall become members of the

Union within 15 working days from the initial date of employment.

- 3.04 It is agreed and understood that employees recalled and or hired by the Employer must obtain a clearance slip from the union before commencing work.
- 3.05 The Employer agrees to deduct from the employees last pay cheque of each month, the initiation fee and regular monthly dues of the Union and remit such monies as deducted to the Secretary-Treasurer of the Labourers' Union, Local 837, not later than the 15th day of the month following the date upon which such Union Initiation fees and dues were deducted for employees covered by this Agreement.
- 3.06 *The* Union shall supply the Employer with applications for union membership and dues deduction authorization forms, which will be presented to all new employees on the day the new employee is hired. All completed copies of the application for union membership form will be returned to the Union and will serve as notification of commencement of employment. upon termination of employment of any employee, the dues deduction authorization form shall be returned to the Union within four working days.
- 3.07 It is agreed and understood that work covered by this agreement shall be sublet only to those sub-contractors who are signatory to the Labourers' International Union of North America, Local 837 to perform such work.

**TICLE 4**

**INITATIVE**

- 4.01 The Business Representative of the Union shall have access during working hours to all areas of the Employer's Operation covered by this Agreement after

first advising the superintendent or such other management's person who may be in charge of the job, subject to the owner's visitors regulations.

4.02 The Business Representative shall not interfere with the progress of the work.

4.03 A Steward or Stewards may be appointed on any job at the discretion of the Business Representative or elected by votes of the members of the Union employed on the job, all things being equal, the Union Steward shall be one of the last two men retained on the project provided he is qualified to do the work available.

4.04 *The* Steward's duties shall be to facilitate a settlement of minor grievances which may occur and other duties applicable to his office. No discriminations shall be shown toward him by the Employer because of the performance of his duties.

**ARTICLE 5**      **MANAGEMENT RIGHTS**

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

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

b) To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that 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 procedure 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 6      GRIEVANCES AND ARBITRATION

6.01      Where a difference arises between the parties hereto, or members of the parties hereto, or between any of the parties hereto and any persons upon whom this Agreement is binding relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable or where an allegation is made that this Agreement has been violated, the matter shall be adjusted as follows:

6.02      The aggrieved employee, or his Shop Steward, or his Union Representative shall negotiate with the job supervisor or the Employer's top management in an attempt to settle the matter amicably.

6.03      In the event that the matter cannot be settled within a period of five (5) working days or within such further period of time as may be agreed upon between the said business agent and the Employer, then the matter shall be referred to and settled by arbitration in accordance with provisions of the Ontario Labour Relations Act.

6.04      In the absence of Employer documents, a statement signed by a member of the Union, a business representative, a trustee or the administrator of a trust fund, shall be prima facie evidence of the number of hours worked by the members of the Union, and of a failure to make the

appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the employer with proper documentary evidence.

**ARTICLE 7**      **NO STRIKE NO LOCKOUT**

7.01            Both parties agree that there shall be no lockout by the Employers or strike, sitdown, slowdown, work stoppage, or suspension of work by the Union. The word strike and lockout in this Agreement shall mean strike and lockout as defined in the Ontario Labour Relations Act.

**ARTICLE 8**      **HOURS OF WORK AND OVERTIME CONDITION@**

8.01            The standard hours of work for *employees* covered by this Agreement on road building, parking lot construction, paving, sewer and watermain construction, heavy construction, structures, bridges and trenchless technology (sewer and watermain rehabilitation), from date of signing to December 31, 2004 shall be Fifty (50) hours per week being Ten (10) hours per day, Monday to Friday inclusive between the hours of 6:00 A.M. to 7:00 P.M. or as otherwise mutually agreed on by the parties hereto. All work performed on Saturday and all work performed in excess of Ten (10) hours per day shall be paid at the rate of time and one-half the regular rate.

8.02            The standard hours of work on tunnels for employees covered by this Agreement from date of signing to December 31st, 2004, shall be Forty-five (45) hours per week being Nine (9) hours per day, Monday to Friday inclusive between the hours of 7:00 A.M. and 5:30 P.M. or as otherwise mutually agreed on by the parties hereto. All work performed before 7:00 A.M. and or after 5:30 P.M. and all work performed in excess of Nine (9) hours per day and all hours worked on Saturday shall be paid at the time and one-half the regular rate.

- 8.03 Overtime at the rate of double the employee's current hourly rate shall be paid to all employees for all work performed on Sundays and the following Statutory Holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday (when declared a legal holiday), Labour Day, Thanksgiving Day, and Christmas Day.
- 8.04 When shift work is carried on in two shifts the first shift shall be paid at the regular hourly rate. The second shift shall receive a premium of One dollar (\$1.00) per hour over the above regular hourly rate as shown under schedules A, "A1", "B," "B1" and C of this Agreement.
- 8.05 Work performed on any shift in excess of the standard hours as per Article 8.01 and 8.02 above shall be paid at the rate of time and one-half.
- 8.06 Whenever an employee is required to work more than 12 hours, in a continuous shift, the Employer shall provide to each employee a hot meal or pay \$10.00 in lieu of, at the Employer's discretion.

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#### CLOTHING AND SHELTER

- 9.01 The Employer shall provide Oilskins when an employee is required to perform work during inclement weather. The Union recognizes the right of the Employer to economically supervise the distribution of clothing provided and will co-operate with the employer to prevent wasteful practices.
- 9.02 The Employer shall where practicable provide suitable shelter in which employees may eat their meals and change their clothes, a pick up truck may be deemed as suitable shelter. Such shelter shall be provided with heat during cold weather and shall not be used for storage of tools and materials.



- 9.03 The Employer shall not be held responsible for any loss or damage occasioned to the personal property of any employee left in such shelter.
- 9.04 The Employer shall give or pay for the appropriate foot wear for permanent asphalt employees covered by this Agreement and do so by request by asphalt employee and be paid or given safety boots within twenty-one (21) days of the request.
- 9.05 All employees working with compressed air tool or operating the compressor, or engaged in work in an environment of intense noise as per Ministry of Labour and Ministry of Health guidelines, shall be provided with a sanitary pair of ear muffs for protection.

**ARTICLE 10 PAY M Y**

- 10.01 All wages shall be paid in cash, cheque or direct deposit, at the option of the Employer and shall be paid weekly during working hours.
- 10.02 Employees when discharged shall be paid in full, on the job or within 7 days.
- 10.03 The Employer shall set out on the employee's pay envelopes or statement the employee's name, hourly rate of pay, the number of hours worked, the number of hours of overtime and the amount of deductions for Income Tax, Unemployment Insurance, and other deductions authorized by the employee.
- 10.04 Whenever Unemployment Insurance Separation Certificates are not given to the employee at the time of termination, they shall be forwarded by registered mail to his last known address within 7 days from the time of termination.

ARTICLE 11 PAY ON LAY OFF

11.01 One hour's notice must be given by either party at all times when an employee is laid off, dismissed or when an employee quits. If the Employer fails to give the Employee one (1) hour's notice in advance of lay-off, then the employee shall be paid an additional hour.

1 TRAVEL IS I

- 12.01 No travel time shall apply to work performed within Areas 26 and 5 as defined in Article 2.01 of this Agreement, when such work is performed by employees residing in the areas.
- b) No travel time will be paid to employees working in Board Area 5 who reside in Area 26 when transportation is supplied by the Employer.
- 12.02 In regards to travelling time outside Areas 26 and 5, the employee shall be paid at the *rate* of Thirty-five cents (\$.35) per Km. from the City of Hamilton limits to and from the job site.
- 12.03 In regards to out of town allowances, it is understood that if the company requires an employee to be out of the area overnight the company will provide suitable room and board for the employee up to a maximum of Forty dollars (\$40.00) a day or Two hundred dollars (\$200.00) a week.
- 12.04 It is understood that when an employee is sent to work outside Area 26 by the circumstances contemplated by paragraphs 12.02 and 12.03 above, the employee shall maintain the rates of wages and hours of work as provided in the Collective Agreement for Area 26.
- 12.05 It is understood that when an employee is sent to work outside Area 5 by the circumstances contemplated by paragraphs 12.02 and 12.03 above he shall be entitled to the rate of pay, benefits and all the conditions provided by the agreement in force in the area where the work is being performed.

- 12.06 If an Employer transfers an employee from one job to another during working hours, the employee shall be paid at the regular rate during transit.

**ARTICLE 13 GENERAL**

- 13.01 The Employer shall provide sanitary facilities on the job in accordance with Municipal Health Regulations.
- 13.02 The Employer shall allow not more than three members of the Union without pay to attend Union conventions and conferences providing at least one working day notice has been given.
- 13.03 The Union agrees to co-operate with and assist the Employer in every legitimate way towards the conducting of successful business bearing in mind that both parties must give service to the public.
- 13.04 A ten minute refreshment break shall be allowed one in the morning and one in the afternoon as arranged by the Steward or Union Representative and the job Superintendent. The same privilege shall apply to the second and third shifts. Employees required to work overtime in excess of one hour shall be allowed a ten minute break before such overtime commences.
- 13.05 The Employer agrees to provide drinking ice water in closed containers or portable coolers and to supply this water on a daily basis and supply paper-drinking cups.

**ARTICLE 14 JURISDICTIONAL DISPUTES**

- 14.01 When a work claim dispute arises between the Union which is a party to this Agreement and any other Union or organization which cannot be settled to the satisfaction of all parties concerned work shall proceed without stoppage. Such a dispute shall forthwith be processed as a complaint to the Ontario Labour Relations Board requesting an order from the Jurisdictional Disputes Commission as outlined in Section 93 of the Ontario Labour Relations Act and in the meantime work shall be assigned by the Employer to the Union signatory to this Agreement, until he is otherwise directed by the Ontario Labour Relations Board.

**ARTICLE 15 REPORTING ALLOWANCE**

- 15.01 An employee who reports for work at the Employer's job site or shop unless directed not to report the previous day by his Employer, and for whom no work is available due to reasons other than inclement weather, shall receive a minimum of four hours' reporting time, and shall remain at other work if requested to do so by the foreman.
- 15.02 An employee who reports for work at the Employers 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 reporting time provided the employee remains on the job for two hours after his designated starting time, if requested to do so by the foreman.

**ARTICLE 16 VACATION PAY AND STATUTORY HOLIDAYS**

- 16.01 Vacation and statutory holiday pay shall be paid at the rate of Ten per cent (10%) of the gross wage.
- 16.02 It is understood and agreed that the portion of vacation with pay over Four per cent (4%) as set forth in Article 16.01 hereof is paid in lieu of statutory holiday pay.
- 16.03 It is agreed and understood that the vacation pay money shall be remitted monthly to the Union Vacation Pay Fund on forms supplied by the Union. Such remittances shall be remitted not later than the fifteenth day of each month following the month for which deductions were made.

**ARTICLE 17 WAGES AND CLASSIFICATIONS/ PRENTICES**

- 17.01 Employees covered by this Agreement shall be paid in accordance with the wages and classifications as set out in Schedule "A", "A1", "B" "B1" and "C".
- 17.02 Employees covered by this Agreement who are required to do casual watching or work as a Traffic Control Person on a casual or intermittent basis will not have the rate reduced as per the attached Schedule.

17.03

Labourers' Local 837 and the Contractor (Employer), shall initiate and maintain apprenticeship programs for members of **Local 837**. Apprenticeship programs must be successfully completed by all applicants, at the Labourers' Local 837 Training Centre and thereafter they will be accredited with trade status at the end of the applicable apprenticeship program.

**Apprentices shall be paid according to the following:**

- Seventy percent (70%) of the applicable rate for the first eight hundred (800) hours worked;
  - Eighty percent (80%) of the applicable rate for the next eight hundred (800) hours worked;
  - Ninety percent (90%) of the applicable rate for the next eight hundred (800) hours worked.
- No benefits shall be remitted for the first two hundred (200) hours.

Progression from each level to the next level (i.e. first 800 hours to the second 800 hours) shall be contingent upon the performance of 800 hours of work and the successful completion of the courses/training required at each level,

Local 837 will determine who the apprentices are and credit may be given to members **who** have demonstrable experience in related sectors of the construction industry.

Employers may request apprentices from Local 837 and Local 837 will advise the Employer with the names and hours of the apprentices. All apprentices should be given work in accordance with the specific skills they have been trained in.

**ARTICLE 18 EMPLOYEES PROTECTION**

18.01

The parties hereto agree that no employee will receive a reduction in his take home pay because of the implementation of this Agreement or attached schedules.

**ARTICLE 1****NI G AND B ILDI****D AND****WHMIS**

- 19.01 Commencing January 1, 2002, the Employer agrees to contribute for Welfare to Local 837 Welfare Fund, at the rate of Two dollars and thirty cents (\$2.30) per hour for each hour worked by each employee covered by this Agreement. Commencing January 1st, 2003 the employer agrees to contribute for Welfare to Local 837 Welfare Fund, at the rate of Two dollars and thirty-five cents (\$2.35) per hour for each hour worked by each employee covered by this Agreement. Commencing January 1, 2004, the Employer agrees to contribute for Welfare to Local 837 Welfare Fund, at the rate of Two dollars and forty cents (\$2.40) per hour for each hour worked by each employee covered by this Agreement.
- 19.02 Commencing January 1, 2002 the Employer agrees to remit for Pension to the Labourer's Pension Fund of Central and Eastern Canada at the rate of Four dollars and twelve cents (\$4.12) per hour for each hour worked by each employee covered by this Agreement. Commencing January 1, 2003 the Employer agrees to remit for Pension to the Labourer's Pension Fund of Central and Eastern Canada at the rate of Four dollars and thirty-two cents (\$4.32) per hour for each hour worked by each employee covered by this Agreement. Commencing January 1, 2004, the Employer agrees to remit for Pension to the Labourer's Pension Fund of Central and Eastern Canada at the rate of Four dollars and fifty-two cents (\$4.52) per hour for each hour worked by each employee covered by this Agreement.
- 19.03 The Employer agrees to make contributions of Sixty-five cents (\$.65) per hour for each hour worked by each employee covered by this Agreement [Forty-five cents (\$.45) Training, Twenty cents (\$.20) Building Fund].

All contributions shall be paid prior to the 16th day of the month following the month which such hours were worked, and shall be accompanied by a remittance report for each employee on a form prescribed by the Board of Trustees of the Union and agreed upon by the Employer. Each monthly report and contributions shall include all obligations arising from hours

worked up to the close of the Employer's payroll, ending nearest to the last day of the preceding calendar month. Such contributions shall be made by cheque, payable to the Trustees so designated by the Union. The Union shall supply the Employer with remittance report forms.

19.04 The Union undertakes not to use any monies paid to the Health and Welfare Fund for the purpose of providing strike benefits to any of the union members of employees, against any of the Employers signatory to this Agreement. 19.05 The Union further agrees to provide the Employer upon request with an annual audited statement, certified by a chartered accountant as to the allocation and disbursement of the Health and Welfare and Pension Funds.

19.06 Interest at the rate of Two per cent (2%) per month, Twenty-four per cent (24%) per year, shall be charged on overdue remittances to Employer, Welfare, Pension and Vacation Pay Funds from the date on which such contributions were due, provided that the Employer has been notified with written notice.

**ARTICLE 20 CHECK-OFF DUES**

20.01 Each employee agrees that Three per cent (3%) of the gross earnings (excluding vacation pay) shall be deducted and submitted to the Union as check-off dues, on forms supplied by the Union and remitted to the Union as per dates in Article 19. A release form for this deduction is required by the Employer for each employee.

**ARTICLE 21 TERM OF AGREEMENT**

21.01 This Agreement shall be in full force and effect from January 1, 2002 and shall remain effective and operating until December 31st, 2004.

**ARTICLE 22 JOB NOTIFICATIONS**

22.01 The Employer agrees to notify the Union of any contract awarded and shall in such notice describe the location, nature and approximate duration of the proposed work and probable date of commencement.

22.02 A pre-job conference may be held at the request of either party within seven (7) days of such request.

**ARTICLE 23 REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT**

23.01 An employee injured in the performance of his duties will resume his regular work when medically fit to do so, if work is available and he applies. An employee who claims he has been denied employment contrary to this provision shall have recourse to the Grievance and Arbitration Procedures as set out in Article six (6).

**ARTICLE 24 EMPLOYMENT STANDARDS AMENDMENT**

24.01 The trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Union of the failure by any Employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said program in compliance with the regulation to the Employment Standards Amendment Act, 1991, in relation to the Employee Wage Protection Program.

**ARTICLE 25 INDUSTRY FUND**

25.01 Both parties agree to establish an industry fund of five cents (\$.05) per hour for each hour worked by each employee covered by this agreement, plus GST. The employer shall remit payment monthly to the Union by the fifteenth (15<sup>th</sup>) of the following month and the Union shall forward all funds to the HAND Association of Sewer, Watermain and Road Contractors by the thirtieth (30<sup>th</sup>) day of the same month. The Union shall include with the payment a monthly statement of the contributing companies complete with summary of hours, calculation detail and delinquent contractors.

This industry Fund may be amended or terminated (with 60 days written notice to the Union) at the sole discretion of the Board of Directors of the HAND Association of Sewer, Watermain and Road Contractors.



The Board of Directors of the HAND Association of Sewer, Watermain and Road Contractors will set the effective date for contributions to the Industry Fund.

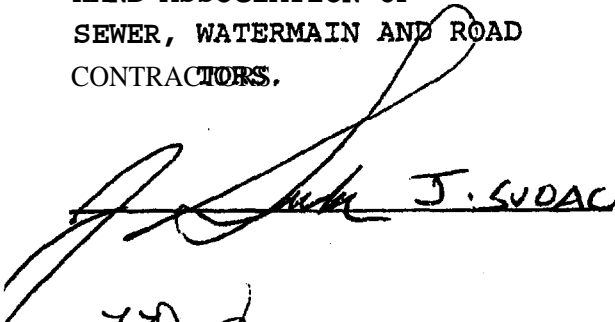
ARTICLE 26    CONDITIONS OF AMENDMENT

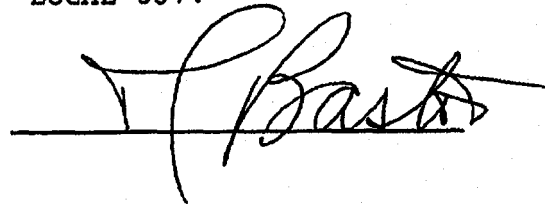
26.01    Should the Union or the Employer desire to change, add to, amend or terminate this Agreement, written notice to the effect will be given not more than Ninety (90) days and not less than Thirty (30) days prior to the termination of this Agreement. On receipt of such notice the parties to the Agreement shall convene a meeting within Fifteen (15) days and bargain in good faith to endeavour to reach an Agreement. If no such notice is given this Agreement shall be automatically renewed and remain in force from year to year from its expiration date.

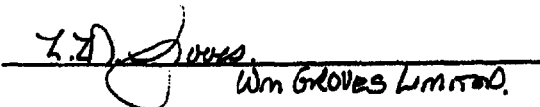
IN WITNESS WHEREOF the parties of the first part and the parties of the second part have caused their duly authorized representatives to affix their signatures the day and year first above written.

SIGNED ON BEHALF OF THE  
HAND ASSOCIATION OF  
SEWER, WATERMAIN AND ROAD  
CONTRACTORS.

SIGNED ON BEHALF OF THE  
LABOURERS' INTERNATIONAL  
UNION OF NORTH AMERICA  
LOCAL 837.

  
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Signed this 8 day of Feb 2002

SCHEDULE "A"

The rates of wages and classifications for employees engaged in sewer and watermain, road building, paving and parking lot construction and all work incidental thereto, covered by this Agreement during the regular day shift shall be the following:

	<u>Jan.1-02</u>	<u>Jan.1-03</u>	<u>Jan.1-04</u>
✓ -Labourer, including Wire Mesh and Pump Man 3" disc. & Under.....	\$22.09	\$22.68	\$23.27
-Skilled Labourer including but limited to Concrete Screedman, Puddler and Floatman Bob-Cat Skid Steer Loader Driver etc Concrete Mixer Under 1 Cubic Yard Dinky Motor Man, Scrootcrete Driver Rammax, Trumper O.P. remote controlled or otherwise.....	\$22.52	\$23.11	\$23.70
-Crawler Type Drillman, Powderman....	\$24.72	\$25.31	\$25.90
-Catch Basin Constructors.....	\$23.12	\$23.71	\$24.30
-Asphalt Raker, Pipelayers (All types & Materials) Carpenters, Cement Finisher and Graderman....	\$23.37	\$23.96	\$24.55
-Man Hole Valve Chamber Constructors..	\$23.47	\$24.06	\$24.65
-Rodman Reinforcing Installers, -Curb Setter, Gutter, Brick Setter, Interlock and Stone Paving.....	\$22.87	\$23.46	\$24.05
-Working Foreman.....	\$24.12	\$24.71	\$25.30
-Watchman Six Shifts Per Week, Ten (10) hours per shift (WEEKLY) ....	\$640.06	\$655.31	\$671.38
-Traffic Control Person .....	\$19.72	\$20.31	\$20.90

SCHEDULE "A1"

This Schedule shall be effective in ~~AREA 5 (NIAGARA REGION)~~ as described by Ontario Labour Relations Board, Less Nanticoke Industrial Park including Stelco and Texaco Properties in the county of Haldimand. The rates of wages and classifications for employees engaged in sewer and watermain, road building, paving and parking lot construction during the regular day shift shall be the following:

<u>CLASSIFICATION</u>	<u>Jan.1-02</u>	<u>Jan.1-03</u>	<u>Jan.1-04</u>
-Labourer, including Wire Mesh and Pump Man 3" disc. & Under.....	\$18.60	\$19.14	\$19.64
-Skilled Labourer including but limited to Concrete Screedman, Puddler and Floatman Etc.- Concrete Mixer Under 1 Cubic Yard Dinky Motor Man, Scrootcrete Driver Rammax, Tramper O.P. Remote controlled or otherwise.....	\$18.89	\$19.43	\$19.93
-Crawler Type Drillman, Powderman....	\$20.24	\$20.78	\$21.28
-Rodman Reinforcing Installers, -Cash Basin Constructors -Curb Setter, Gutter Brick Setter,...	\$19.24	\$19.78	\$20.28
Asphalt Rakers (1 pair boots Per year), Pipelayers (All types & Materials,- Carpenter -Cement Finishers, Grademan -Man Hole Valve Chamber Constructors, Grademan.....	\$19.74	\$20.28	\$20.78
-Working Foreman.....	\$20.49	\$21.03	\$21.53
-Watchman Six Shifts Per Week, Ten (10) hours per shift (WEEKLY) ....	\$613.69	\$631.07	\$647.16
-Traffic Control Person .....	\$14.90	\$15.44	\$15.94
Pension Contributions.....			
January 1st, 2002	Two dollars and five cents (\$2.05) per hour		
January 1st, 2003	Two dollars and twenty cents (\$2.20) per hour		
January 1st, 2004	Two dollars and thirty-five cents (\$2.35)per hour		
Benefits Plan.....			
January 1st, 2002	One dollar and fifty-five cents(\$1.55) per hour		
January 1st, 2003	One dollar and sixty-one cents (\$2.61) per hour		
January 1st, 2004	One dollar and sixty-six cents (\$1.66) per hour		
Training Fund.....	Twenty-five cents (\$.25) per hour		
Check-off Dues.....	3% of the gross earnings(excluding Vac.Pay)		

SCHEDULE "B"

The rates of wages and classification for employees engaged in Bridge Building, including pedestrian bridges, underpasses and overpasses. Retaining walls and abutments associated with bridges, underpasses and overpasses. - All structures in connection with dams, docks, wharves and breakwaters. - Precast rip-rap installations and all slopes retaining work directly associated with bridge construction. - Structural work on reservoirs. - Pile driving caisson and underpinning. - Structures on transit systems (Heavy rail or light rail) and on expressways. Structures involved in river channelization and flood control projects, except structural work traditionally carried out by the roads or sewers industry. - Box culverts. - Field precast manufacturing operations. - Erection, installation and finishing of precast concrete products directly associated with heavy Engineering construction, covered by this Agreement during the regular day shift work hours, shall be the following:

<u>CLASSIFICATIONS</u>	<u>Jan.1/02</u>	<u>Jan.1/03</u>	<u>Jan.1/04</u>
-Labourer, Including Carpenter Helpers, Form Stripper (All types) including the complete stripping of material to be reused (Wood or otherwise) Scaffold Erector (All Types), and Dismantler Fence Erector (Chain Link, Guard Rail Etc) Pumpman 3" disc. and Under.....	\$22.74	\$23.33	\$23.92
-Rammax -Tramper O.P. Remote controlled or otherwise Skilled Labourers, Including but not limited to Concrete Smoother, Patcher, Puddle and Floatman, Bob-Cat\Skid Steer Loader Driver etc. Operator of all machine driven tools by gas, electricity and air in open cut work, Crane Signalman, Sheeting & Showing and Timberman.	\$23.17	\$23.76	\$24.35
✓ -Powderman, Crawler Type Driller....	\$25.02	\$25.61	\$26.20
-Carpenters.....	\$24.02	\$24.61	\$25.20
-Rodman.....	\$23.77	\$24.36	\$24.95
-Concrete Finisher.....	\$23.82	\$24.41	\$25.00

## Page 2 "B" continues

-Piling Driving (All Types and all Operation related thereto)....	\$23.27	\$23.86	\$24.45
-Working Foreman.....	\$24.77	\$25.36	\$25.95
-Watchman Six Shift per Week, Ten (10) hours per shift (WEEKLY)	\$640.06	\$655.31	\$671.38
-Traffic Control Person .....	\$19.22	\$19.81	\$20.40

SCHEDULE "B1"

This Schedule shall be effective in AREA 5 (NIAGARA REGION) as described by Ontario Labour Relation Board, LESS The Nanticoke Industrial Park including Stelco and Texaco Properties in the County of Haldimand. The rates of Wages and Classifications for employees engaged in Bridge Building, including pedestrian bridges, underpasses and overpasses.- retaining walls and abutments associated with bridges, underpasses and overpasses. -All

structures in connection with dams, docks, wharves and breakwaters - Precast rip-rap installations and all slopes retaining work directly associated with bridge construction. - Structural work on reservoirs. - Bile driving caisson and underpinning. - Structures on transit systems (Heavy rail or light rail and on expressways. - Structures involved in river channelization and flood control projects, except structural work traditionally carried out by the roads or sewers Industry. - Box Culverts. - Field precast manufacturing operations. - Erection, installation and finishing of precast concrete products directly associated with heavy Engineering construction, covered by this agreement during the regular day shift work hours shall be the following:

<u>(</u>	<u>Jan 1/02</u>	<u>Jan1/03</u>	<u>Jan 1/04</u>
Labourers, Including Carpenters Helpers, Form Strippers (All Types) including the Complete stripping of materials to be reused (Wood or Otherwise) Scaffold Erectors (All types), and Dismantlers Fence Erectors (Chain Link, Guard Rail Etc.) Pumpman 3" Disc. and Under Rammax - Trumper O.P. Remote Controlled or otherwise.....	\$19.94	\$20.43	\$20.88
Skilled Labourers, Incl. but not limited to concrete Smothers, Patchers, Puddlers and Floatmen Operators of all machine driven tools by gas, electricity and air in open cut work Crane Signalman, - Sheeting & Shoring and Timberman,.....	\$20.23	\$20.72	\$21.17

Powderman  
 Crawler Type Driller  
 Carpenter Form Builder  
 Rodman.....\$21.58    \$22.07    \$22.52

Concrete Finishers  
 Piling Driving (All Types and  
 all Operations Related thereto)    \$20.98    \$21.47    \$21.92

Working Foremen..... \$21.83    \$22.32    \$22.77

Watchman Six Shifts per Week,  
 (Ten) 10 hours per shift.....\$597.55    \$615.18    \$630.13

Traffic Control Person.....\$15.43    \$15.92    \$16.37

Pension Contributions:

January 1st, 2002. Two dollars and ten cents (\$2.10) per hour  
 January 1st, 2003. Two dollars and thirty cents (\$2.30) per hour  
 January 1st, 2004. Two dollars and fifty cents (\$2.50) per hour

Benefit Plan:

January 1st, 2002. One dollar and fifty-five cents (\$1.55) per hour  
 January 1st, 2003 One dollar and sixty cents (\$2.60) per hour  
 January 1st, 2004. One dollar and sixty-five cents (\$1.65) per hour

Training Fund..... Twenty-five cents (\$.25) per hour

Check-off Dues..... 3% of the gross earnings. (excluding Vac. Pay)

SCHEDULE "C"

The rates of wages and classifications for employees engaged in mining and tunnelling operations, covered by this Agreement during the regular day shift work hours, shall be the following:

<u>CLASSIFICATIONS</u>	<u>Jan 1/02</u>	<u>Jan.1/03</u>	<u>Jan.1/04</u>
-Labourer.....	\$23.09	\$23.68	\$24.27
-Underground Labourer Reinforced Concrete Worker, Smoother, Puddler, Screedmen Floatman, Carpenter, Pigelayer, (All types & Material) Concrete Mixer Man (1 Cubic Yard Scootcrete, Farmtractor and Locomotive Driver, Scooptran Driver, Cage Tender and Trackman, Pressweld and Concrete Pumpman.....	\$23.67	\$24.26	\$24.85
-Concrete Leader.....,.....	\$23.92	\$24.51	\$25.10
-Pumpman (3" Disc. & Under) Pit Bottom Man, Deck Man & Signal Man.....	\$23.37	\$23.96	\$24.55
-Pile Driving all types & All operations related thereto.....	\$24.02	\$24.61	\$25.20
-Mucker and Miner Helper, Conveyor Belt Attendants. Grout Machine Man and Welder, Diamond Drill, Drill Docker and Steel Sharpener.....	\$24.17	\$24.76	\$25.35
-Shield Driver and Mole Driver, Lead Miner.....	\$24.42	\$25.01	\$25.60
-Powderman.....	\$24.47	\$25.06	\$25.65
-Fence Erector.....	\$24.37	\$24.96	\$25.55
-Working Foreman.....	\$23.97	\$24.56	\$25.15
-Watchman and Dryman.....	\$22.57	\$23.16	\$23.75

PREMIUM RATES AND COMPRESSED AIR

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

	<u>PREMIUM PER SHIFT</u>
1 Lb. to 14 Lbs.	\$10.90
15 Lbs to 20 Lbs.	\$12.70



LETTER OF UNDERSTANDING

BETWEEN :

THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA  
LOCAL 837

And

THE HAND ASSOCIATION OF SEWER, WATERMAIN AND ROAD CONTRACTORS

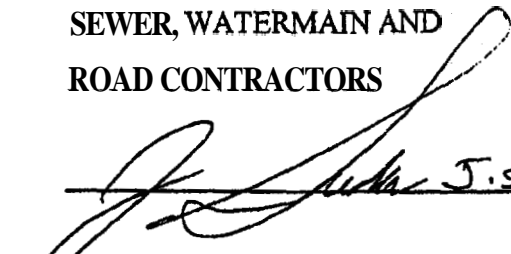
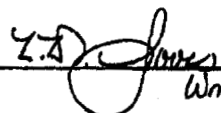
The parties agree that all "Bridge Rehabilitation" work shall be performed under the respective Schedule "A" and all "Trenchless Technology" (sewer and watermain rehabilitation) work shall be performed under the respective Schedule "B".

This letter of understanding is attached to and forms part of this Collective Agreement.

Signed this 5 day of Feb 2002

SIGNED ON BEHALF OF THE  
HAND ASSOCIATION OF  
SEWER, WATERMAIN AND  
ROAD CONTRACTORS

SIGNED ON BEHALF OF THE  
LABOURERS' INTERNATIONAL  
UNION OF NORTH AMERICA  
LOCAL 837

  
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