

## **COLLECTIVE AGREEMENT**

**BETWEEN**

### **ONTARIO CONCRETE CUTTING & CORING LIMITED**

(hereinafter called “the Employer” of the first part)

**AND**

### **LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 527**

(hereinafter called “the Union” of the second part)

#### **ARTICLE 1 – RECOGNITION**

- 1.01** The Employer recognizes the Union as the exclusive bargaining agent for all employees engaged in the work of Concrete Cutting and Coring and including helpers and apprentices and all work incidental while working in or out of the territorial jurisdiction of Local 527 being Ontario Labour Relations Board Areas 13, 14, 15, 30 and 31.

#### **ARTICLE 2 – UNION SECURITY**

- 2.01** The Employer agrees to employ for classifications covered by this Agreement only members in good standing of the Union within the bargaining unit described in Article 1 above.
- 2.02** Whenever possible, when requesting additional personnel from the Union, such requests will be made on the day prior to the day that the additional personnel is needed.
- 2.03** It is expressly understood and agreed that the Employer shall not be required to discharge any employee for the violation of the provisions of this Article for union security for any reason other than the non-payment of regular monthly dues to special general assessments or the refusal of the employees to join the Union as aforementioned, notwithstanding anything to the contrary herein.
- 2.04** The Employer shall refer their present employees to the Union office after a seasonal lay-off and before recalling them to work after a seasonal lay-off.

### **ARTICLE 3 – NO STRIKES OR LOCKOUTS**

**3.01** There shall be no strike or lock-outs during the term of this Agreement. The terms "strikes" and "lockouts" shall be defined in the Labour Relations Act of the Province of Ontario.

### **ARTICLE 4 – GRIEVANCE PROCEDURE**

**4.01** Any dispute, difference, controversy or grievance affecting or arising out of the interpretation, application or administration of this Agreement shall be adjusted if possible, by negotiations between the Employer and the Union. A meeting to discuss any such dispute or grievance shall be called within forty-eight (48) hours of the first notice in writing of such dispute or claim of alleged violations and the parties concerned with the dispute shall endeavour to reach a decision within seventy-two (72) hours of receiving first notification. Notice of any grievance shall be given within five (5) days of its cause, in writing except in cases involving monetary matters, which shall be presented within 30 days.

**4.02** Where a difference arises between any of the parties hereto relating to the interpretation, application or administration of the Agreement, including any question as to whether the 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. This notice must be sent within ten (10) days following the seventy-two (72) hour period referred to in the first paragraph of this Article, or the matter is non-arbitrable.

**4.03** 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.

**4.04** Notwithstanding any other provision in the collective agreement, an arbitrator or arbitration board appointed pursuant to the collective agreement or sections 48, 49 or 133 of the Labour Relations Act, 1995 shall have the discretion to extend the time-lines in the grievance procedure and/or referral to arbitration where there is reasonable justification to do so and to ensure that the merits of the dispute are determined. The onus to establish reasonable justification for the extension of timelines shall be borne by the party seeking such an extension.

### **ARTICLE 5 – ARBITRATION**

**5.01** Any arbitration proceedings shall be carried out in accordance with the Labour Relations Act of the Province of Ontario.

**5.02** However, it is understood that the authority of the Arbitration Board on the decision made by such Board is limited, and that there shall be no alteration to, addition to, or subtraction from or modification or amendment to any part of this Agreement.

## **ARTICLE 6 – HOURS OF WORK AND OVERTIME RATES**

**6.01** The regular work week shall consist of forty-five (45) hours made up of nine (9) hours per day Monday through Friday between 6:30 a.m. and 4:30 p.m. Starting and quitting times between April 15 and September 15 may be modified by agreement of Local 527 and the Employer.

**6.02** Time and one-half shall be paid for all hours worked in excess of the above.

**6.03** Any shift that starts before 11:00p.m. on a Sunday shall have the entire shift's hours paid at double time.

Any shift that starts at or after 11:00p.m. on a Sunday shall have only the first hour of the shift paid at double time and any hours worked in excess of nine (9) hours during that shift shall be paid at the appropriate overtime rate.

Double time shall be paid for all hours worked on Sundays and statutory holidays.

**6.04** Where the employees are required to work overtime they shall be allowed a fifteen (15) minute break period without loss of wages. Where such overtime results in the employees having to work longer than ten (10) hours on any shift, they will receive twenty (\$20.00) dollars as food allowance or a reasonable hot meal to be provided by the Employer.

**6.05** A shift premium of ten percent (10%) of the employee's gross hourly wage shall be paid for each hour worked between the hours of 5:00p.m. and 7:00a.m.

## **ARTICLE 7 – WAGES AND CLASSIFICATION**

**7.01** The wages mid classifications shall be as per Appendix "A" attached hereto, and forms a part of this Agreement. It is agreed that, no employee shall suffer a reduction in wages through the introduction of this wage schedule.

## **ARTICLE 8 – VACATION PAY AND STATUTORY HOLIDAYS**

**8.01** All authorized work performed on the following holidays shall be paid for at double the regular rate:

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

- 8.02** Vacation pay shall be ten (10%) percent of total earnings. The remittance of vacation pay shall be made as required herein by Article 13. 10 of this Agreement.
- 8.03** There shall be no discrimination against any employee who takes a maximum of two (2) weeks vacation in any one year.
- 8.04** It is understood that vacation pay includes six (6%) percent for statutory holidays and four (4%) percent vacation pay. However, work performed on statutory holidays will be paid at double time the regular rate of wages.
- 8.05** By agreement of the Employer and the Local Union, construction sites may close down during the two weeks of the Christmas (December 25) and New Year (January 1) holidays. Such shut down will not be considered to be an illegal work stoppage or lock-out.

**ARTICLE 9 – UNION REPRESENTATION**

- 9.01** The Business Representative of the Union shall in the course of their duties, have access to the work on which the employees covered by this Agreement are employed. Such visits will not interfere with the progress of the work. The Employer shall assist Business Representatives to obtain a pass to the premises where necessary. Business Representatives are to make their presence known to the Employer's Representative on his arrival on the site if there is any.
- 9.02** The Business Representative, when on the site, shall abide by all safety rules under the Construction Safety Act and the Employer shall not have any greater duty of care for his safety than he does for his own employees on the site.
- 9.03** The Business Representative of the Union may appoint a steward and such steward shall be recognized as the representative of the Union. Written notice of such appointment shall be given to the Employer.
- 9.04** There shall be no discrimination against the steward for performing his union duties and he shall be one of the last two (2) men remaining on the job, provided he is qualified to perform the work to be done. The steward, in the performance of his union duties shall not interfere with the progress of the work.

## **ARTICLE 10 – REPORTING TIME**

- 10.01** Any employee who reports to work at his usual time or lit a time requested by his Employer will be paid for a minimum of four (4) hours at his basic rate, provided he remains on the job for four (4) hours, unless released by his supervisor.
- 10.02** The above provisions (10.01) does not apply if he has been notified in advance not to report to work the day before or if the work stoppage is beyond the control of the Employer.
- 10.03** The employer will give at least twenty-four (24) hours' notice prior to any shift change.

## **ARTICLE 11 – TRAVELLING ALLOWANCE**

- 11.01** If any project under construction by the Employer is located beyond the National Capital Commission Greenbelt or beyond the city limits of Cornwall and Arnprior the members of the Union who are normally employed inside the above-mentioned Greenbelt area, or who are normally employed inside the city limits of Cornwall and Arnprior are required to travel to or from this project, shall have their transportation arranged by the Employer.
- 11.02** There shall be no discrimination against any employee who refuses to travel more than fifteen (15) miles beyond the limits of the National Capital Commission Greenbelt or the city limits of Cornwall and Arnprior.
- 11.03** Travelling time, at regular rate of pay, but not to exceed four (4) hours in any one day, shall be paid to employees travelling beyond the limits of the National Capital Commission Greenbelt or beyond the city limits of Cornwall and Arnprior.
- 11.04** All travelling time shall be paid, as above-mentioned, at regular rate of pay and shall not be included in calculating overtime, if specified on pay information slips.
- 11.05** Employees who are required by the Employer to temporarily relocate and reside at or near a project shall have transportation paid to and from the project once each way. Travelling time shall be paid as per 11.03 and 11.04 of this Article. The Employer shall also provide to the employees adequate board or lodging or pay to the employees, effective May 1, 2016 one hundred and thirty (\$130.00) dollars per day or an equal amount to the one paid to the tradesmen they tender, whichever is the greater. No deduction of board and lodging allowance is to be made for holidays or days lost through no fault of the employees. Such payment shall be itemized on the pay information slip.

## **ARTICLE 12 – NEW JOB CLASSIFICATION**

- 12.01** In the event any new job classification shall fall under the jurisdiction of the Union, a rate of pay will be negotiated at that time.

**ARTICLE 13 – WELFARE, VACATION PAY, ADMINISTRATION AND UNION DUES,  
PENSION, HEALTH AND SAFETY AND TRI-FUND**

**13.01** The Employer agrees to contribute to the following funds:

	<b>May 1, 2019</b>	<b>May 1, 2020</b>	<b>May 1, 2021</b>
<b><u>Contributions to the Benefit Fund</u></b>			
L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund	1.61	1.71	1.81
L.I.U.N.A., Local 527 Admin. Fund	0.98	0.98	0.98
L.I.U.N.A., Local 527 Legal Fund	0.03	0.03	0.03
L.I.U.N.A., Local 527 Scholarship Fund	0.03	0.03	0.03
L.I.U.N.A., Local 527 Tri-Fund (consisting of L.I.U.N.A., Local 527 LECET Fund, and the L.I.U.N.A., Local 527 Training Fund.)	0.24	0.24	0.24
PST on Benefit Plan	0.129	0.137	0.145
<b>Total Benefit Contributions</b>	<b>3.019</b>	<b>3.127</b>	<b>3.235</b>
<b><u>Contributions to the Pension Fund</u></b>			
Labourers’ Pension Fund of Central and Eastern Canada	5.70	5.95	6.20
L.I.U.N.A. Ontario Provincial District Council, Admin. Fund	0.40	0.40	0.40
Canada Tri-Fund	0.05	0.05	0.05
<b>Total Pension Contributions</b>	<b>6.15</b>	<b>6.40</b>	<b>6.65</b>
<b>Total Employer Contributions</b>	<b>9.169</b>	<b>9.527</b>	<b>9.885</b>

**13.02** The above contributions will be remitted to L.I.U.N.A., Local 527 Benefit Health and Safety Fund.

**13.03** The Employer agrees to contribute to the L.I.U.N.A., Local 527 Benefit Health and Safety Trust Fund the above mentioned contributions to the Benefit Fund for each hour worked by Trust Fund the above mentioned contributions to the Benefit Fund for each hour worked by each employee covered by Appendix "A" of this Schedule.

**13.04** The hourly rate shown in Appendix "A" of this Schedule has been reduced to cover the above mentioned L.I.U.N.A., Local 527 Administration and L.I.U.N.A., Ontario Provincial

District Council Administration and each employee covered by schedule "A" of this agreement has agreed to the above mentioned deduction.

- 13.05** The above mentioned L.I.U.N.A., Local 527 Administration fund shall be remitted monthly by the Administrator of L.I.U.N.A., Local 527 Labourers' Benefit Health and Safety Trust Fund to Local 527 Secretary-Treasurer.
- 13.06** The above mentioned L.I.U.N.A., Local 527 Legal Fund contributions shall be remitted by the Administrator of L.I.U.N.A., Local 527 Labourers' Benefit Health and Safety Trust Fund to L.I.U.N.A., Local 527 Legal Service Fund.
- 13.07** The above mentioned contributions to L.I.U.N.A., Local 527 Tri-Fund shall be remitted by the Administrator of L.I.U.N.A., Local 527 Labourers' Benefit Health and Safety Trust Fund, as directed by Local 527, to one or all of the following funds: L.I.U.N.A. Local 527 Lecet Fund and L.I.U.N.A., Local 527 Training Fund.
- 13.08** The above mentioned Scholarship Fund contributions shall be remitted monthly by the Administrator of the L.I.U.N.A., Local 527 Labourers' Benefit Health and Safety Trust Fund to the Administrator of the L.I.U.N.A., Local 527 Scholarship Fund.
- 13.09** The Canadian Tri-Fund contributions and the Ontario Provincial District Council Administration Fund shall be remitted monthly to the Labourers' Pension Fund of Central and Eastern Canada.
- 13.10** The Employer agrees to remit the vacation pay to the L.I.U.N.A., Local 527 Vacation Pay Trust Fund.
- 13.11** Both parties agree to an equal number of Trustees to manage the Benefit and Vacation Pay Trust Funds.
- 13.12** The Employer agrees to contribute the above mentioned pension contributions to the Labourers' Pension Fund of Central and Eastern Canada. The Employer further agrees to remit along with the pension contributions, the Canadian Tri-Fund contributions and the Ontario Provincial District Council Administration Dues.
- 13.13** All of the above-mentioned contributions shall be remitted monthly, not later than the fifteenth (15th) day of each month following the month for which such deductions or contributions were earned.
- 13.14** Benefits, vacation pay, and Tri-Fund contributions shall be remitted to L.I.U.N.A., Local 527 Trust Fund. Pension contributions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall itemize and remit all of the above contributions on forms supplied by the Administrator of the Benefit, Vacation Pay and Tri-Funds and send one copy of such forms, at the same time, to Local 527.

- 13.15** A penalty of two (2%) percent or twenty-four (24%) percent per annum of the amount of outstanding contributions shall be paid for each month that such contributions are outstanding beyond the fifteenth (15th) day of each month.
- 13.16** If Local 527 decides to revise the above deductions or contributions, then the Employer agrees to deduct accordingly,
- 13.17** Each monthly report of contributions to the Benefit Fund, vacation pay, Administration Fund, O.P.D.C. Administration Fund, Legal Fund, Tri-Fund, and pension 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 month.
- 13.18** The Local Union and the Trustees of the L.I.U.N.A. Local 527 Legal Service Fund agree to hold harmless and indemnify the Employers and the E.B.A. against any liability incurred as a result of the aforesaid contributions to the L.I.U.N.A. Local 527 Legal Service Fund. The L.I.U.N.A. Local 527 Legal Service Fund shall exclude from coverage controversies involving the Employer of a member, the Union and the E.B.A.

#### **ARTICLE 14 – PAYMENT OF WAGES**

- 14.01** Wages shall be paid by cheque or direct deposit at the option of the Employer, weekly during working hours on the Thursday following the end of the pay period and shall be accompanied by a statement of earnings identifying the employer and the employee and setting out regular and over time 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 Fund.

#### **ARTICLE 15 – DURATION OF AGREEMENT**

- 15.01** This Agreement shall become effective the 1st day of May, 2019 and shall continue to remain in effect until the 30th day of April 2022 and shall continue in force biennially thereafter unless either party shall furnish the other with notice of termination, or proposed revisions of this Agreement within a period of no more than one hundred and twenty (120) days and not less than thirty (30) days before the 30th day of April, 2019 or in a like period in any year thereafter and the parties shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an Agreement.

#### **ARTICLE 16 – SUB-CONTRACTING**

- 16.01** The Employer agrees that all work will be sublet to Employers that are in contractual relations with L.I.U.N.A. Local 527.



**ARTICLE 17 – MOBILITY**

17.01 Regular employees of the Employer may be classified as key men, and the Employer shall be allowed mobility of key men into the geographic area covered by this Collective Agreement, and the right under this Article will not be exercised in an unreasonable or restrictive manner by either party. Provided that should the employer classify key men he shall notify the Union advising who the key men are prior to the commencement of the work.

**ARTICLE 18**

18.01 It is understood and agreed that for employees that are required to work in other Territorial Jurisdictions other than the one described in Article 1 herein and the rate of wages are higher, all employees shall be paid at the higher rate of wages.

**ARTICLE 19**

19.01 The Employer will provide one hundred and fifty (\$150.00) dollars towards the cost of CSA approved safety boots per employee per year upon presentation of the original receipt.

**ARTICLE 20 – BEREAVEMENT LEAVE**

20.01 The Employer will grant, upon request, two (2) days paid bereavement leave at eight (8) hours per day at their regular wage rate in the event of the death of an employee's spouse, child, sibling, current father-in-law, current mother-in-law, parent or grandparent. Such leaves are not automatic and shall only be granted when the circumstances require for the purposes of attending a funeral or making funeral arrangements. Appropriate documentation regarding the death shall be provided to the company upon request.

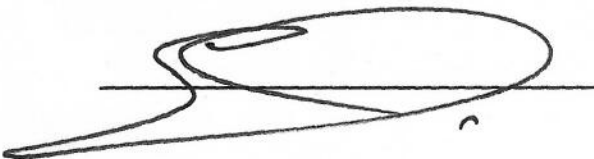
DATED AT Ottawa, Ontario, THIS 22 DAY OF November, 2021.

FOR THE EMPLOYER

FOR THE UNION

Chris Volpe

S. McLaughlin



## APPENDIX “A”

### i) Concrete Driller and Cutter, Airtrack Driller, Diamond Driller

EFFECTIVE DATE	HOURLY RATE	VACATION PAY	CONTRIBUTIONS TO FUNDS	TOTAL PACKAGE
<b>May 1, 2019</b>	\$33.55	\$3.35	\$9.04	\$45.94
<b>May 1, 2020</b>	\$34.14	\$3.41	\$9.39	\$46.94
<b>May 1, 2021</b>	\$34.73	\$3.47	\$9.74	\$47.94

### ii) Helper (Pre-Apprentice – 600 hours)

EFFECTIVE DATE	HOURLY RATE	VACATION PAY	CONTRIBUTIONS TO FUNDS	TOTAL PACKAGE
<b>May 1, 2019</b>	\$21.97	\$2.20	\$9.04	\$33.21
<b>May 1, 2020</b>	\$22.56	\$2.26	\$9.39	\$34.21
<b>May 1, 2021</b>	\$23.15	\$2.32	\$9.74	\$35.21

### iii) 1<sup>st</sup> Year Apprentice (0-800 hours)

EFFECTIVE DATE	HOURLY RATE	VACATION PAY	CONTRIBUTIONS TO FUNDS	TOTAL PACKAGE
<b>May 1, 2019</b>	\$23.42	\$2.34	\$9.04	\$34.80
<b>May 1, 2020</b>	\$24.01	\$2.40	\$9.39	\$35.80
<b>May 1, 2021</b>	\$24.60	\$2.46	\$9.74	\$36.80

### iv) 2<sup>nd</sup> Year Apprentice (800-1600 hours)

EFFECTIVE DATE	HOURLY RATE	VACATION PAY	CONTRIBUTIONS TO FUNDS	TOTAL PACKAGE
<b>May 1, 2019</b>	\$25.91	\$2.59	\$9.04	\$37.54
<b>May 1, 2020</b>	\$26.50	\$2.65	\$9.39	\$38.54
<b>May 1, 2021</b>	\$27.09	\$2.71	\$9.74	\$39.54

### v) 3<sup>rd</sup> Year Apprentice (1600-2400 hours), Steer Machine Operator

EFFECTIVE DATE	HOURLY RATE	VACATION PAY	CONTRIBUTIONS TO FUNDS	TOTAL PACKAGE
<b>May 1, 2019</b>	\$28.41	\$2.84	\$9.04	\$40.29
<b>May 1, 2020</b>	\$29.00	\$2.90	\$9.39	\$41.29
<b>May 1, 2021</b>	\$29.59	\$2.96	\$9.74	\$42.29

### vi) Specialized Worker and Skid Steer Machine Operation

EFFECTIVE DATE	HOURLY RATE	VACATION PAY	CONTRIBUTIONS TO FUNDS	TOTAL PACKAGE
<b>May 1, 2019</b>	\$31.09	\$3.11	\$9.04	\$43.24
<b>May 1, 2020</b>	\$31.68	\$3.17	\$9.39	\$44.24
<b>May 1, 2021</b>	\$32.27	\$3.23	\$9.74	\$45.24

First year Apprentices shall have his wages increased to second term worker upon completion of 800 hours worked;

The second year Apprentice shall have his wages increased to third term worker upon completion of 800 hours worked;

A third year Apprentice will have his wages increased to specialized worker upon completion of 800 hours. They will be required to have the basics to operate the floor saw, core drill and wall saw.