

SOURCE	C0001		
EFF.	1998	05	01
TERM	2001	04	30
No. OF EMPLOYEES	8000		
NOMBRE D'EMPLOYÉS	8000		

**PROVINCIAL ICL  
COLLECTIVE AGREEMENT**

REGISTERED  
MAY 12 2000  
ENTERED



BETWEEN

**THE LABOURERS' EMPLOYER  
BARGAINING AGENCY**

- AND -

**THE LABOURERS' INTERNATIONAL UNION  
OF NORTH AMERICA**

**ONTARIO PROVINCIAL  
DISTRICT COUNCIL**



**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
ONTARIO PROVINCIAL DISTRICT COUNCIL**

1263 Wilson Avenue, Suite 301  
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Phone: (416) 240-7254  
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Business Manager: Tom Connolly, President: Joseph Mancinelli, Vice-President: Patrick Little, Secretary-Treasurer: Antonio Dionisio, Executive Board: Berardino Carrozzi, Manuel Andrade, Robert Leone, Carmen Principato

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
CENTRAL & EASTERN CANADA REGIONAL OFFICE**

44 Hughson Street South  
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Business Manager: Arthur Adams

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02537(121)

**L.I.U.N.A. LOCAL 506**

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**L.I.U.N.A. LOCAL 1036**

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**LABOUR RELATIONS BUREAU  
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**DURHAM (Oshawa)**

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**Grand Valley Construction Association**

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### **General Contractor Association of Hamilton**

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## **KINGSTON**

### **Kingston Contactors Labour Relations Organization**

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## **LAKEHEAD**

### **Construction Association of Thunder Bay**

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### **London & District Construction Association**

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## **NIAGARA**

### **General Contractors Association of Niagara**

34 Scott Street  
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## **OTTAWA VALLEY/EASTERN ONTARIO**

### **Ottawa Construction Association**

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## **SARNIA**

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### **Sudbury Construction Association**

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Fax: **(416) 499-5890**

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### **Windsor Construction Association**

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## **SEALANT AND WATERPROOFING ASSOCIATION**

c/o Duron Ontario Ltd.

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c/o Vanguard Floor (1994) Ltd.

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Fax: (905) 564-5744

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**MASTER PORTION  
PROVINCIAL COLLECTIVE AGREEMENT**

THIS AGREEMENT made and entered into this **6th day of August 1998**.

**B E T W E E N :**

**LABOUR RELATIONS BUREAU OF THE ONTARIO GENERAL,  
CONTRACTORS ASSOCIATION,  
ONTARIO MASONRY CONTRACTORS ASSOCIATION; <sup>c</sup>  
INDUSTRIAL CONTRACTORS ASSOCIATION OF CANADA; <sup>d</sup>  
SEALANT AND WATERPROOFING ASSOCIATION; <sup>e</sup>  
CONCRETE FLOOR CONTRACTORS ASSOCIATION OF  
ONTARIO;**

(hereinafter called the "Employer Bargaining Agency" or "E.B.A.")

- of the First Part;

**- AND -**

**THE LABOURERS' INTERNATIONAL UNION OF NORTH  
AMERICA AND THE LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL,  
on behalf of its affiliated Local Unions 183, 247, 491, 493, 506, 527, 597,  
607, 625, 837, 1036, 1059, 1081 and 1089;**

(hereinafter called the "Union")

- of the Second Part.

**WHEREAS** the Union, acting on behalf of the Local Unions whose names and numbers appear on the attached Schedule 'A', and the E.B.A. wish to make a common Collective Agreement with respect to certain employees of the Employers engaged in construction as defined in Article 1 of this Collective Agreement and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement;

**AND WHEREAS** the E.B.A. recognizes the Union as the Collective Bargaining Agency on behalf of the Local Unions specified in the attached Schedule 'A' with respect to the employees of Employers covered in this Agreement;

**IT IS EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

## **ARTICLE 1 - RECOGNITION**

1.01 The E.B.A. recognizes the Union as the sole and exclusive bargaining agent for all construction labourers, including masons' or bricklayers' tenders, plasterers and plasterers' apprentices and all employees engaged in cement finishing, waterproofing or restoration work and all other construction employees engaged in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario, for whom the Union has bargaining rights.

1.02 The Union recognizes the E.B.A. (the several parties are listed on Schedule 'C') as the sole and exclusive bargaining agent for all Employers whose employees are represented by the Union and for whom the Union has bargaining rights who are engaged in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario.

1.03 The Employer recognizes each Local Union as specified in the attached Schedule 'A' to be the administrative party of this Collective Agreement for work performed within the geographical area and/or jurisdiction of the Local Unions as defined in Schedule 'B' attached hereto.

1.04 This Agreement shall also apply to an Employer in all other sectors where the Union or any of its affiliated bargaining agents have bargaining rights in such other sectors for the employees of such Employer, provided that such Employer may become signatory to the various Collective Agreements applicable in such other sectors.

## ARTICLE 2 - UNION SECURITY, WORK JURISDICTION, ASSIGNMENT OF WORK, SUB-CONTRACTING

2.01 The Employer agrees to employ only members in good standing of the Local Union specified in Article 1.03 for work covered by this Agreement.

2.02 As a condition of continuing employment, all employees shall maintain in good standing their membership in the Local Union.

2.03 The Employer acknowledges and agrees that the work covered by this Agreement is within the exclusive jurisdiction of the Union and its affiliated bargaining agents, notwithstanding the claims of any other Trade Union.

2.04 The Employer agrees that notwithstanding the claims of any other Trade Union, it shall assign exclusively to members of the Union and its affiliated bargaining agents, all of the work covered by this Agreement.

2.05 The Employer agrees to engage only contractors and/or sub-contractors who are in contractual relations with the Union and/or its affiliated bargaining agents for all work covered by this Agreement, or work forming part of an I.C.I. General Contract except as provided in Schedule 'D' hereof.

2.06(a) Schedule 'E' to **this** Collective Agreement constitutes a list of work that is claimed by the Union.

(b) Where work within Schedule 'E' is claimed by the Union and in within the I.C.I. sector and there is no work claim dispute within the meaning of Article 8.01, the work will be assigned to employees represented by the Union.

2.07 Without restricting in any way the application of the sub-contracting provision contained in Article 2.05 of **this** Agreement, an Employer who undertakes a contract with an owner to provide construction management services shall be subject to said Article 2.05 **unless**:

(i) The owner selects contractor(s) not bound to this Agreement to bid on work covered by this Agreement and solely and directly solicits or obtains

bid(s) for such work from such contractor(s) without any involvement ,or participation by the Employer in the selection of such contractor(s) (except as to the validity of the bids) or the solicitation or obtaining of any bid(s) from any contractor(s) regardless of whether it (they) is (are) bound or otherwise to this Agreement;

(ii) The owner accepts bid(s) from contractor(s) not bound to this Agreement; and,

(iii) The owner contracts or sub-contracts directly with contractor(s) not bound to **this** Agreement without contractual obligation of the Employer for the work of such contractor(s), other than for the negligent acts or omissions of the Employer.

**2.08** Any failure to comply with Article 2.07 of this Agreement shall render the Employer liable for damages equivalent to those for the breach of the sub-contracting provision set forth in Article 2.05 above.

**2.09** The Employer shall advise the owner of the provisions of Articles 2.07 and 2.08 when undertaking the construction management services contract.

### **ARTICLE 3 - HIRING OF EMPLOYEES**

**3.01** The following provisions will apply to the hiring of all employees except as specifically provided for elsewhere in the Master Portion, ~~Trade~~ Appendices and Local Schedules:

(a) The Employer agrees to call the Local Union by 1:00 p.m. for its needed supply of men for the following day. All employees hired through the Union shall present to the Employer a referral slip from the Union prior to commencing employment. It is understood that if the Local Union having jurisdiction over the work is unable to provide the required men within twenty-four (**24**) hours, the Employer is free to hire such labour as is available, but such labour shall acquire a referral slip prior to commencing work on the second day after hiring and as a condition of employment, either be in good standing or apply for membership in the Union within seven (**7**) days.

The Local Union shall be allowed forty-eight (48) hours to supply men to jobs beyond fifty (50) kilometres from the point of origin as defined in Schedule 'B' hereto.

(b) The Employer shall have the right to name hire one foreman per project, providing such foreman is a member in good standing of the Local Union having jurisdiction over the area and the employee is registered on the Local Union unemployment list.

3.02(a) It is hereby agreed by and between the parties to this Agreement that a request by a contractor for mobility of key men shall be discussed at a job conference. Such request shall not be unreasonably denied.

**An** Employer specializing in concrete cutting, coring and drilling will have mobility of two (2) key men per job, who will be employed in the operation of equipment and/or machinery for that job. Any Employer performing concrete cutting, coring and drilling other than an Employer specializing in such work will have mobility of one (1) key man per job who will be employed in the operation of equipment and/or machinery for that job.

(b) When transferring employees across Local Union jurisdictions or within a Local Union jurisdiction with more than one wage schedule, no employee shall suffer a reduction in wages and benefit plan contributions.

#### **ARTICLE 4 - UNION DUES AND CHECK-OFF**

4.01 The Employer agrees to continue in effect, regular monthly Local Union dues deductions where applicable, in accordance with the Local Union Schedule provided herein. The amount of such deductions may be varied on forty-five (45) days notice, in writing, from the Secretary-Treasurer of the Local Union. Such deductions shall be made from the first pay due the employee in each calendar month and remitted directly to the Secretary-Treasurer of the applicable Local Union by the fifteenth (15th) day of the month following the month in which such deductions were made.

4.02 The Employer agrees to deduct from each employee covered by the terms of this Agreement, working dues at the rate provided for in the applicable Local Union Schedule which shall be remitted to the Secretary-Treasurer of the applicable Local Union by the fifteenth (15th) day of the



month following the month in which such deductions were made. Ten ~~cents~~ (\$0.10) **per** hour of such deduction shall be remitted by the Local Union to the Secretary-Treasurer of the Ontario Provincial District Council as Ontario Provincial District Council working dues, which includes the Ontario Construction Secretariat Fund. The amounts of Ontario Provincial District Council working dues deductions, as well **as** the recipient of said deductions, may be altered on forty-five (**45**) days notice, in writing, from the Secretary-Treasurer of the Ontario Provincial District Council. The Employer **shall**, when remitting such dues, submit a list of names and social insurance numbers for and on whose behalf such deductions were made, on one (1) Standard Benefits Reporting Form showing all applicable deductions and/or contributions.

The aforesaid remittances shall be made directly by the Employer as aforesaid notwithstanding anything contained in any other Article, Appendix or Schedule to this Agreement.

**4.03** The Local Unions, the Union and the Trustees agree to hold harmless and indemnify the Employers and the E.B.A. against any liability incurred as a result of deductions made under Article 4.01 and Article 4.02 above.

**4.04** Each Employer bound by the terms of **this** Agreement shall contribute an amount per hour which includes the Ontario Construction Secretariat Fund, for each hour worked by each employee as specified in the applicable Trade Appendix or Local Union Schedule. Unless otherwise directed, such contributions shall be remitted directly to the Local Construction Association by the fifteenth (15th) day of the month following the month in which such contributions were made, together with a supporting statement on the Standard Benefits Reporting Form showing all applicable deductions and/or contributions.

**4.05** The E.B.A. agrees to hold harmless and indemnify the Local Union and the "Council" against any liability incurred under Article 4.04 above.

**4.06** Notwithstanding any other provision of **this** Agreement, Appendix or Local Union Schedule, the Employer **shall** pay the sum of five cents (\$0.05) for each hour worked to the Labourers' International Union of North America, Canadian Tri-Fund and remit same to the Labourers' Pension Fund of Central and Eastern Canada on the fifteenth (15th) day of the calendar

month following the month in which these hours were worked.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The Union agrees and acknowledges that the Employer **has** exclusive right to manage the business and to exercise such right without restriction, save and except **such** prerogatives **of** management as may be modified by the **terms** and conditions of this Agreement. Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

(a) To determine qualifications, classify, transfer, hire, direct, promote, demote, layoff, discipline and discharge for just cause, employees and to increase or decrease or transfer working forces in accordance with the terms of this Agreement;

(b) To determine the materials and methods to be used, design of the products to be handled, facilities and equipment required, the scheduling of the work and the locations of equipment;

(c) To determine reasonable rules and regulations to be observed by employees.

5.02 It is agreed that none of the foregoing shall be exercised in a manner inconsistent with the express provisions of this Agreement.

## **ARTICLE 6 - PRE-JOB OR JOB CONFERENCE**

6.01 A job conference may be called at the option of either party, in writing, on all projects and the parties agree to meet within fourteen (14) days of notice.

## **ARTICLE 7 - HOURS OF WORK, OVERTIME, WAGE RATES**

7.01 Except as herein provided, hours of work, overtime, wage rates, shift premium, classifications, vacation pay, travel allowance, welfare and pension contributions, union dues and other working conditions which are hereby made part of **this** Agreement, shall be as specified in the Local Union Schedules attached hereto **and/or** the Trade Appendices.

## **7.02 Occupied Premises**

Occupied premises shall be defined as commercial and institutional facilities on which it is impractical to perform work during the regular business hours applicable to such business. Work within such facilities may be performed under the following conditions:

(a) Eight hours per day at the applicable straight time hourly rate to a maximum of five (5) consecutive days within each seven (7) day cycle.

(b) Applicable overtime rates shall be paid after eight (8) hours in any shift and for all work performed on the sixth (6th) and seventh (7th) days.

(c) Rates of pay referred to herein shall be in accordance with the applicable Local Area Schedules.

(d) It is understood and agreed that schools, hospitals, all processing and/or production areas in operating plants such as factories, mine properties, refineries, smelters, mills, etc. are not to be considered as occupied premises.

## **7.03 In-Plant Repair and Reconstruction**

For in-plant construction work defined as repair and reconstruction, it is understood that the Local Union and the Local Employers Group or Trade Association may adopt special conditions by mutual agreement, in writing, regarding hours of work, overtime, travel allowance and other working conditions on a project basis to better enable them to provide service to specific industrial in-plant sites where it is mutually advantageous. Any such Agreement will be in writing between the Local Union having jurisdiction in the area of the project or projects and the Local Construction Association or Trade Association which is a party to the Trade Appendices of this Collective Agreement.

## **ARTICLE 8 - JURISDICTIONAL DISPUTES**

8.01 When a work claim dispute arises between the Local Union and/or Council, which is a party to *this* Agreement, and any other Union, person or organization, which cannot be settled to the satisfaction of all parties concerned, such dispute shall only be processed as a complaint under Section

99 of the *Ontario Labour Relations Act*. In the meantime, work will continue as assigned to the Labourers by the Employer unless otherwise directed by the Ontario Labour Relations Board.

## **ARTICLE 9 - RECOGNIZED HOLIDAYS AND VACATIONS**

9.01 All work performed on Sundays and the following recognized holidays shall be paid at double the regular rate of wages:

- |     |               |                  |
|-----|---------------|------------------|
| (a) | New Years Day | Labour Day       |
|     | Good Friday   | Thanksgiving Day |
|     | Victoria Day  | Christmas Day    |
|     | Dominion Day  | Boxing Day       |
|     | Civic Holiday | Heritage Day     |

Whenever Heritage Day shall be declared a holiday by the Government of Ontario under the *Employment Standards Act*, work done on Heritage Day **shall** be paid at double time the current wage rates as defined in Article 7.

(b) If any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately following the weekend. Vacation pay shall include an amount in lieu of payment of holidays.

(c) When any of the above-named holidays fall on a Tuesday, Wednesday or Thursday, the Employer and Local Union Business Manager may, by mutual agreement, reschedule the holiday to a Monday or a Friday.

## **ARTICLE 10 - PAYMENT OF WAGES**

10.01 Wages shall be paid on the job by cheque on Thursday or by cash on Friday before the regular quitting time.

10.02 Accompanying each payment of wages shall be a separate statement identifying both the Employer and the employee, showing regular hours worked, overtime hours worked, the total earnings, pay period and the amount of each deduction and net earnings.

10.03 Any employee who fails to receive his pay on his regular pay day, shall give notice to **his** Employer or his representative. If the Employer does not make the payment of wages before 12:00 noon on the following day, the Employer shall pay two (2) hours pay at the applicable straight time hourly rate in addition to his wages to the employee for each day the delinquency continues.

10.04 At the time when **an** employee is laid off or discharged from a job, he shall be paid in full and given possession of all **his** documents.

10.05 In the event the Employer cannot comply as outlined above, he shall forward by registered mail within forty-eight (48) hours, all monies owing and all documents to which he is entitled to the employee's last known address recorded with the Employer, provided that if the Employer defaults, the employee shall be paid waiting time at straight time rates not to exceed eight (8) hours in any day for each regular working day he is required to wait after giving notice to the Employer and giving him four (4) hours to correct such default.

10.06 Whenever unemployment separation slips and such other documents to which the employee **is** entitled are not given to the employee at the time of termination, they shall be sent by the Employer by registered mail to his last known address within twenty-four (24) hours from the time of termination.

10.07 When an employee quits, he shall provide the Employer with three (3) days notice. On doing so, he shall be paid all his wages and given possession of all **his** documents upon termination where practicable. On failure to provide three (3) days notice, he shall receive all his wages and documents on the next regular pay day.

## **ARTICLE 11 - SAFETY, SANITATION AND SHELTER**

11.01 The Employer shall provide a proper and adequate place of shelter sufficiently heated and securely **locked** after the shift in which the employees may eat their lunch and **store** their clothing. Drinkable water shall be available at all times. Sanitary toilets shall be provided in accordance with the regulations of the *Occupational Health and Safety Act, R.S.O., 1980, c.*

32f as amended, the Employer agrees to provide the above facilities before production work commences on the project.

It is agreed that these facilities shall be on or in the vicinity of the working area. Such shelter shall not be used for the storage of material, equipment, and tools which will render the area unfit for the eating of lunches, and the storing of clothes. A separate area shall be provided for the storage of tools, equipment and materials.

11.02 In co-operation with the Employer's overall programme of accident control and prevention, the Job Steward may report to the foreman for immediate corrective action, any unsafe conditions, unsafe acts or violation of safety regulations. Safe working conditions are primarily the responsibility of management; therefore, all supervisory personnel shall be made aware of all safety regulations and see that they are carried out.

11.03 Every employee shall, as a condition of employment, own and wear an approved safety helmet and lining, approved protective footwear and other personal protective equipment required in the normal course of their duties. Protective equipment and rubber boots required under abnormal conditions and/or inclement weather shall be supplied free of cost by the Employer and returned after use.

11.04 Helmets may be supplied by the Employer at no cost or deposit to the employee providing that he returns the helmet on termination of employment.

11.05 A Safety Committee is to be established for each Local Union that is part of this Agreement. The Committee shall be composed of two (2) members of the Local Union and two (2) representatives of the Employee Safety meetings will be held at least once a month any may be called by either party. A co-ordinating Safety Committee will be established by the Council and three (3) members of the Employer. This Committee shall meet at least quarterly.

11.06 The Employer shall, in compliance with the *Workers' Compensation Act*, furnish to any workman injured in his employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician.

11.07 An employee who is injured in the course of performing his duties and requires medical attention and is unable to continue work shall be paid for his regularly assigned hours, including payment of other benefits provided herein on the day of injury. If he is unable to return to work, he shall be paid **his** regular wages for any lost time incurred that day due to the injury.

11.08 The vehicles to be used to transport employees will be enclosed and appropriate seating will be provided and all tools will be secured in tool boxes. No materials will be carried in the vehicles **in** a manner endangering the safety of employees being transported.

11.09 No employee shall be discharged by the Employer because he fails to work in unsafe conditions which **are** likely to endanger himself. A refusal by an employee to abide by such safety regulations after being warned, may be just cause for dismissal.

11.10 The Employer agrees to compensate employees on proof of **loss** of clothing damaged by fire or theft from secured premises on the job site up to an amount of two hundred dollars (\$200.00).

11.11 The Employer will supply non-prescription safety glasses and replace same when damaged to all employees who require them, without cost or deposit to the employee, provided he or she returns the safety glasses on termination.

## **ARTICLE 12 - BUSINESS REPRESENTATIVES AND UNION STEWARDS**

12.01(a) The **Business** Manager and/or **Business** Representative of the Local Union shall have access to all **jobs** of the Employer during working hours, but in no case shall **his** visits interfere with the progress of work. When visiting a job, he will first report to the company superintendent or other supervisory personnel of the Employer in charge of the job.

**(b)**In circumstances where the Employer does not have the authority to allow access, the Employer agrees to make a joint application with the Union to the owner to gain such access prior to the job commencing.

(c) The Local Union representative, when on site, shall abide by all reasonable site regulations, safety and security rules as stipulated in the appropriate safety acts.

12.02 No discrimination shall be shown against any Union Steward for carrying out his duties, but in no case shall his duties interfere with the progress of work. It is agreed that Union Stewards may be appointed on each job of the Employer by a Business Representative of the Local Union who shall notify the job superintendent or other supervisory personnel of the Employer in charge of the job in writing or by telegram. A Union Steward shall be one of the last two (2) employees retained on the job by the Employer provided he is competent and capable of performing the remaining work on the job. Where there are two or more Stewards on a job, each Union Steward shall be one of the last two (2) employees retained on the portion of the job or operation for which the Steward was appointed and working provided the Steward is competent and capable of performing the remaining work on that portion of the job. The Union Steward on each job will be responsible for reporting any disputes to the Employer and the Local Union Representative so that these can be taken up in the proper manner without delay.

The Union Steward shall not be excluded from a gang for overtime work provided he is willing and capable of performing the available work.

12.03 The Local Union shall be notified twenty-four (24) hours before a Steward is to be laid off or transferred.

12.04 A Steward shall be governed by the conditions of the applicable Local Schedule or by this Article, whichever provides greater rights for the Steward.

## **ARTICLE 13 - NO STRIKES, NO LOCKOUTS**

13.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strikes or stoppage of work, either complete or partial, and the Employer agrees that during the term of **this** Agreement, there shall be no lockout.



## **ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE**

14.01 It is the mutual desire of the parties to this Agreement that complaints of employees shall be dealt with as quickly as possible.

14.02 It is understood and agreed that before initiating an individual grievance, the employee shall, in the presence of his Steward or other Union Representative, if he so wishes, discuss the matter with his foreman and other supervisory personnel of the Employer, giving him an opportunity to deal with that complaint.

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

### **Step 1**

Within ten (10) days after the circumstances giving rise to the grievance occurred or originated (except in the case of a discharge grievance, which shall be presented within five (5) working days), the grievance shall be presented to the company, in writing, and the parties shall meet within five (5) working days in an endeavour to settle the grievance. Written notice of the grievance must be submitted to the Local Association.

### **Step 2**

If a satisfactory settlement is not received within five (5) working days from the meeting in Step 1 above, then the grievance may be submitted to a Committee consisting of two (2) members of the Council and two (2) members of the Employer Bargaining Agency at any time within five (5) days thereafter, but not later.

### **Step 3**

If a satisfactory settlement is not reached within five (5) working days from either meeting above, then the grievance may be submitted to arbitration as provided in this Agreement, any time within ten (10) days thereafter, but not later.

14.04 Grievances dealing with alleged violations of payment for hours of work, rates of pay, overtime, vacation and holiday pay, shift premium, travelling expenses, room and board allowances, reporting allowances and dues may be brought forward within ninety (90) days from the date the circumstances giving rise to the grievance occurred or originated. It being

understood and agreed that the above time limits do not apply to grievances concerning welfare and pension contributions, training fund, vacation pay and union dues, remittances and Employer's Fund which may be brought forward within ninety (90) days from the date the Union became aware of the alleged violation.

14.05 No grievance may be submitted to arbitration which has not been properly processed through the mandatory stages of the grievance procedure as herein provided. Notwithstanding Article 14.06, the party initiating the grievance may opt to proceed to arbitration under Section 133 of the *Act*.

14.06 When either party requests that a grievance be submitted to arbitration, the party making the request shall do so in writing to the other party and at the same time, appoint an arbitrator. Within five (5) working days thereafter, the other party shall appoint an arbitrator. The two (2) arbitrators so appointed will meet at their earliest convenience and attempt to select by agreement, a third person who shall act as Chairman of the Arbitration Board. If they are unable to agree on a Chairman within two (2) days, they will then request the Minister of Labour of the Province of Ontario to appoint an impartial Chairman.

14.07(a) The Arbitration Board shall hear the subject of the grievance, including whether or not the matter is arbitrable, and shall issue a decision which is binding upon the parties and upon any employee affected by it.

(b) The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

(c) Each of the parties shall pay one-half (1/2) of the remuneration and expenses of the Chairman of the Board.

(d) The Board shall not have the power to alter or amend any of the provisions of this Agreement.

14.08 It is understood that the Employer Bargaining Agency, on its own behalf, or on behalf of its member companies, may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any employee. Such grievances shall be processed in accordance with Article 14.03 of the grievance procedure set out above.

14.09 The Local Union and/or Council may file a grievance when an alleged violation occurs which is of common concern to all or a group of employees in the bargaining unit or when a dispute arises in the application, interpretation or administration of **this** Agreement. Such grievance is subject to the same time limits as set out in Article 14 and is to be processed in accordance with the provisions of Article 14.03.

14.10 The nature of the grievance, the remedy sought and the article or articles of the Agreement which are alleged to have been violated shall be **set** out in the written record of the grievance.

14.11 In determining the time which is allowed in the various steps, Saturdays, Sundays and holidays shall be excluded and any time limited may be extended by mutual agreement in writing.

14.12 A party proceeding to arbitration before the Ontario Labour Relations Board under the provisions of Section 133, will send written notice to the Employer Bargaining Agency and the Ontario Provincial District Council of its intent to proceed to final and binding arbitration.

## **ARTICLE 15 - GOVERNMENT LEGISLATION**

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

## **ARTICLE 16 - REFRESHMENT AND LUNCH BREAK**

16.01 **An** employee will be allowed to have one paid refreshment break of ten (10) minutes during each half of his working shift.

16.02 Regular day shift employees shall be allowed one-half (112) hour lunch break near the midpoint of the shift. It **is** understood that no employee be required to work more than five (5) consecutive hours without a lunch break.

Where an employee is required to work through his lunch break, he

will be paid at the applicable overtime rate for the lunch period and will be allowed one-half (1/2) hour later to eat his lunch.

16.03 Employees requested to work up to two (2) hours overtime shall be provided with a ten (10) minute paid break period prior to the start of overtime work.

Where Trade Appendices or Local Union Schedules have conditions which are better than the above paragraph, they shall remain in effect.

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

17.01 **An** employee injured in the performance of his duties will resume his former position when medically fit to do **so** provided **his** former position was filled by an employee who, subsequent to the time of injury, was hired by the Employer or transferred or otherwise assigned to such position.

An employee who claims he has been denied employment contrary to this provision, may have recourse to the grievance and arbitration procedures as set out in this Agreement.

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

## **ARTICLE 18 - TRUST FUNDS**

18.01(a) The parties hereto agree that the following Trust Funds shall be administered by a Board of Trustees and shall be governed by the respective Trust Agreements.

- Labourers' Pension Fund of Central & Eastern Canada
- L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust
- Individual Local Union Welfare Plan
- Individual Local Union Vacation Pay Plan
- Labourers' Multi-Local Welfare Trust Fund of Ontario
- Individual and Multi-Local Union Training Funds

(b) It is further agreed that should a Local Union covered by the terms of this Agreement be desirous of implementing a Jointly Trusteed Welfare

Plan, (not including a S.U.B. or Vacation Pay Plan), during the life of this Agreement, it may do so provided the total cost of such plan does not exceed the current total negotiated wage package. However, if the Local Association declines in writing to participate, then a Trusteed Welfare Plan may be established unilaterally by the Local Union.

18.02 The parties agree that there shall be reciprocation of health and welfare contributions for employees working outside of their home jurisdiction exclusively through the Labourers' Provincial Reciprocal Agreement made as of May 1, 1982 and any amendments thereto (the "Reciprocal Agreement"). The Employer and Employee bargaining agencies, all affiliated bargaining agents and parties bound to this Agreement shall take all necessary steps to ensure that all health and welfare contributions made under this Collective Agreement continue to be sent to Trust Funds that are party to the Reciprocal Agreement. The parties agree that there shall be no other reciprocal arrangements other than the Reciprocal Agreement for health and welfare contributions, and that any such arrangement is null and void.

18.03 Employer contributions to the funds provided in Article 18.01(a) above shall be remitted by the fifteenth (15th) day of the month following the month for which contributions are made, together with supporting information entered on a Reporting Form as designated by the Trustees.

18.04 At no time shall Employer contributions due to the funds provided herein be paid directly to the employee.

18.05 In the event an Employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with Article 18.01 (a) the Employer shall pay to the Trustees, as liquidated damages and not as a penalty, an amount equal to five percent (5%) of the arrears for each month or part thereof, (which is the equivalent of sixty percent (60%) per annum), from the due date for any delinquent contributions fifteen (15) days in arrears, provided the Employer has received five (5) days' written notice to correct such delinquency and has not done so.

18.06 Each Employer bound by the terms of this Agreement agrees that upon the written authority of the Joint Board of Trustees, of any Jointly

Trusteed Benefit Plan to which the Employer is required to make contributions, afford the Trustees of the following:

1. With reasonable cause, 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 payroll records, only with respect to Employer contributions to the required Employee Benefit Funds, or, at the option of the Employer, he shall direct his chartered accountant to provide a certified Audited Statement in reply to questions submitted by the Trustees in this regard.

2. All fees and costs in connection with the Trustee appointed auditors shall be borne by the applicable Trust Fund.

3. Where an Employer opts to direct his chartered accountant to provide a certified Audited Statement, the cost of such audit shall be borne by said Employer.

18.07 In the event such audit reveals the Employer has failed to remit contributions in accordance with the provisions of this Agreement (save and except technical and/or clerical errors), the Employer shall, within ten (10) days of receipt of written notice from the Joint Board of Trustees, conform with the following:

(a) Remit all outstanding contributions to the Administrator of the applicable Welfare, Pension or Vacation Pay Trust Fund, plus interest at the rate of five percent (5%) per month on such delinquent sums.

(b) Complete and remit supporting contributions report forms as required by the Trustees.

18.08 If the Employer does not have any employees in his employ, a Nil Report shall be filed in accordance with the provisions of Article 18.03 above.

18.09(a) In the event an Employer fails to conform with the provisions of Articles 18.06 and 18.07 herein, the Union, on written direction of the Joint Board of Trustees, shall forthwith submit the question to **final** and binding

determination. Should the Local Union fail to promptly submit the question to final and binding determination as directed by the Trustees, then the Trustees may proceed directly to final and binding determination.

(b) All fees and costs not recoverable in connection with final and binding determination under Article 18.09(a) above, shall be borne by the applicable Trust Fund.

18.10 The Employer agrees to remit welfare, pension and vacation pay contributions and all proper deductions in accordance with the provisions of the applicable schedules provided herein by the fifteenth (15th) day of the month following the month in which the hours were worked.

Notwithstanding anything contained in any other Article, Appendix or Schedule to this Agreement, 'proposed amendments to the amount of contributions for pension shall first be presented to and will not **take** effect until approved by the Ontario Provincial District Council.

18.11 **All** contributions to the Labourers' Pension Fund of Central and Eastern Canada shall be remitted directly and in accordance with the provisions of Article 18.03 hereof to:

The Labourers' Pension Fund of Central and Eastern Canada  
P.O. **Box** 40, Station 'Q'  
Toronto, Ontario M4T 2L7

18.12 (i) In the event that a grievance alleging that an Employer has failed to make proper payments to any Trust Fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:

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 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.

(ii) If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to make applicable payments required by

this Agreement, determines that an Employer has violated provisions of Article 18, then the Ontario Labour Relations Board or the Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the Union in prosecuting the grievance, including but not limited to all arbitration and/or Ontario Labour Relations Board fees, legal fees and costs on a solicitor and client basis, travel, meal and accommodations, cost of all witness and Business Representatives, conduct money, costs incurred in serving a summons, any expenses incurred by the Union pursuant to section 133 of the *Labour Relations Act* or otherwise, for the Ontario Labour Relations Board and/or the Board of Arbitration.

18.13 When a delinquent Employer commences business or undertakes a project for the first time in the area of a Local Union, the Local Union may require an Employer to post or secure a letter of credit to cover any delinquencies to the Trust Funds or Administrators as required by this Agreement. The maximum amount of the letter of credit shall be the amount the Employer would be expected to contribute for a four (4) month period.

#### 18.14 **Prepaid Legal Services**

In the event a Local Joint Board of Trustees opts to establish a Prepaid Legal Services Plan during the life of this Agreement, the parties to this Agreement agree, that upon sixty (60) days of written notice, they will rearrange the total negotiated wage package in the applicable schedule or appendix at the time of implementation of the Plan to provide the necessary contributions for funding such Plan.

### **ARTICLE 19 - DURATION OF AGREEMENT**

19.01 This Agreement shall become effective the 1st day of May, 1998 and shall continue to remain in effect until the 30th day of April, 2001 and shall continue in force biennially thereafter unless either party shall furnish the other with notice of termination, or proposed revision 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 thirtieth (30th) day of April 2001, or in a like period in any biennial 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 20 - LIABILITY

10

20.01 It is further agreed and understood that no liability shall attach to the Labourers' International Union of North America by reason of any unauthorized act of any employee of the Employer or of any Local Union and/or District Council of official thereof.

## ARTICLE 21 - LOCAL SCHEDULE EXEMPTION OR AMENDMENT

21.01 Where a particular clause, article or provision contained within a Local Union Schedule and/or Trade Appendix and not within the Master Portion of this Agreement works a hardship on a specific geographic area within the jurisdiction of a Local Union, the Local Union and the Local Employer's Group may reach a Memorandum of Local Exemption or Amendment, in writing, to exempt or amend the particular clause, article or provision of the Local Union Schedule and/or Trade Appendix for the geographic area within the jurisdiction of the Local Union specified in the Memorandum of Local Exemption or Amendment.

21.02 The Local Union shall have exclusive discretion to determine whether in fact a particular clause, article or provision contained within its Local Union Schedule and/or Trade Appendix works a hardship on a specific geographic area within the jurisdiction of the Local Union.

(a) In the event that a Local Union or Local Employer Association unreasonably withholds permission for Local Exemption or Amendment, then the matter may be referred to the Ontario Provincial District Council and the Employer Bargaining Agency for assistance.

21.03 Any such Memorandum of Local Exemption or Amendment shall be submitted to the parties to *this* Agreement designated by the Minister of Labour for their adoption and endorsement. Any such Memorandum of Local Exemption or Amendment shall have no force or effect unless and until the designated parties to this Agreement adopt and endorse the said Memorandum of Local Exemption or Amendment whereupon it shall be effective and apply only to the geographic area within the jurisdiction of the Local Union as specified therein.

**21.04** Any such Memorandum of Local Exemption or Amendment, when adopted and endorsed by the designated parties to this Agreement, shall amend the specific clauses, articles or provisions of the applicable Local Union Schedule and/or Trade Appendix as necessary from time to time. Any such Memorandum of Local Exemption of Amendment shall expire in accordance with its terms or on the expiry date of **this** Agreement, whichever occurs first, at which time the operative provisions of the Local Union Schedule and/or Trade Appendix **shall** be as originally agreed to between the parties in accordance with the *Labour Relations Act*.

## **ARTICLE 22 - LABOUR MANAGEMENT COMMITTEE**

**22.01** The parties agree to establish a Joint Labour Management Committee which shall meet on a regular basis to review matters of mutual concern.

## **ARTICLE 23 - MASONRY CONSTRUCTION**

**23.01** Employers engaged in masonry construction, including refractory and acid-resistant work, agree that they will not submit proposals for such work without including the use of Mason Tenders as defined in the Trade Appendix for Masonry Tenders.

In the event that such proposals are questioned or not accepted, the Employer shall notify the Union forthwith and assist the Union to meet with all interested parties to secure the Mason Tenders' work for the members of the Union before the job commences.

The Ontario Masonry Contractors Association agrees that it will advise all refractory contractors of the notice requirements specified in Article **23.01** of the Agreement. In the event an Employer is clearly in violation of the notice requirements in Article **23.01**, The Ontario Masonry Contractors Association will not intervene nor provide financial assistance should the Union take legal action against such Employer.

**23.02** All Employers acknowledge and agree that refractory and acid-resistant work will be performed in accordance with the refractory provisions of the Trade Appendix for Masonry Tenders and without limiting the generality of the foregoing, Article **3.05**, **3.06**, **3.07**, **3.08**, Article **4** and Article **5**, unless refractory conditions are otherwise specified in the Local Union Schedules.

## **ARTICLE 24 - PAY EQUITY**

24.01 The parties agree that as of January 1, 1990, there are no female dominated job classes within the bargaining unit and therefore, there are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity Plan for the Employer Bargaining Agency and the Employee Bargaining Agency.

### **24.02 Gender Neutrality**

In this Agreement, any references to the masculine gender shall include the feminine gender and references to the feminine gender shall include the masculine gender.

## **ARTICLE 25 - DEEMED ASSIGNMENT OF COMPENSATION UNDER THE EMPLOYMENT STANDARDS *AMENDMENT ACT*, 1991**

25.01 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 26 - EMPLOYMENT EQUITY**

26.01 The Employer Bargaining Agency and the Union mutually recognize the need for employment equity initiatives. Following joint investigation and consultation, the parties agree to meet to develop an Employment Equity Plan as required by law.

**MEMORANDUM OF AGREEMENT  
LABOURERS' APPRENTICESHIP PROGRAM**

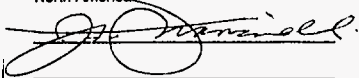
It is agreed that an Apprenticeship Program will be developed by May 1, 2000.

The Apprenticeship Program will be developed by the Apprenticeship Committee. The completion of the program is not contingent on Government approval. Ten cents (\$0.10) per hour shall become payable effective May 1, 2000, if the Apprenticeship Committee has completed the Apprenticeship Program, which shall include among other things, curriculum, skills development criteria, a gradual wage rate for apprentices and a date for implementation.

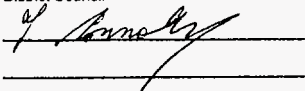
SIGNED ON BEHALF OF THE:

UNION

Labourers' International Union of  
North America

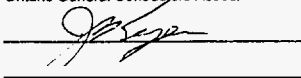
  
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Labourers' International Union of  
North America, Ontario Provincial  
District Council

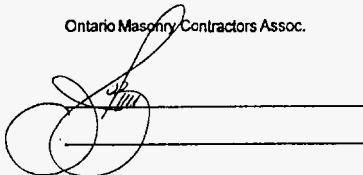
  
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EMPLOYER BARGAINING AGENCY

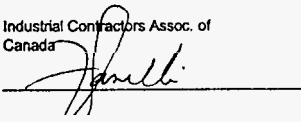
Labour Relations Bureau of The  
Ontario General Contractors Assoc.

  
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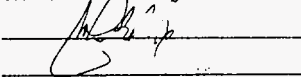
Ontario Masonry Contractors Assoc.

  
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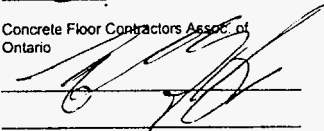
Industrial Contractors Assoc. of  
Canada

  
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Sealant and Waterproofing Association

  
\_\_\_\_\_

Concrete Floor Contractors Assoc. of  
Ontario

  
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**Labourers' International Union of  
North America, Central & Eastern  
Canada Regional Office**

44 Hughson Street South  
Hamilton, Ontario L8N 2A7

Mr. Joseph Mancinelli

Phone:(905) 522-7177/Fax:(905) 522-9310

**Labourers' International Union of  
North America, Ontario Provincial  
District Council**

1263 Wilson Avenue, Suite 301  
Toronto, Ontario M3M 3G2

Mr. Tom Connolly

Phone:(416) 240-7254/Fax:(416) 240-7260

**SCHEDULE 'A'**

**L.I.U.N.A. Local 183**

1263 Wilson Avenue, Suite 200  
North York, Ontario M3M 3G3  
Mr. Tony Dionisio

Phone:(416)241-1183/Fax:(416)241-9845

**L.I.U.N.A. Local 506**

3750 Chesswood Drive  
Toronto, Ontario M3J 2P6  
Mr. Carmen Principato

Phone:(416) 638-0506/Fax: (416)638-1334

**L.I.U.N.A. Local 247**

145 Dalton Avenue, Unit I  
Kingston, Ontario K7K 6C2  
Mr. Victor Claro

Phone: (613) 542-5950/Fax:(613) 542-2781

**L.I.U.N.A. Local 527**

1194 Evans Avenue  
Ottawa, Ontario K1H 7Z8  
Mr. Bernardino Carrozzi

Phone:(613) 521-6565/Fax:(613)521-6580

**L.I.U.N.A. Local 491**

P.O. Box 904  
Timmins, Ontario P4N 1S4  
Mr. Ray Doucette

Phone:(705) 264-6595/Fax:(705) 268-7718

**L.I.U.N.A. Local 597**

400 Hopkins Street  
Whitby, Ontario L1N 2B9  
Mr. Mike Cummings

Phone:(905) 668-3004/Fax:(905) 668-5258

**L.I.U.N.A. Local 493**

392 Montague Avenue  
Sudbury, Ontario P3C 4G5

Mr. Arthur Adams

Phone:(705) 674-2515/Fax:(705) 674-6728

**Construction and Allied Workers**

**Local Union 607**  
730 Balmoral Street  
Thunder Bay, Ontario P7C 5V3  
Mr. Patrick Little

Phone: (807) 622-0607/Fax:(807)622-0454

**L.I.U.N.A. Local 625**  
4320 Seminole Street  
Windsor, Ontario N8Y 1Z7  
Mr. Walter Dunn

Phone:(519)944-3880/Fax:(519)974-6029

**L.I.U.N.A. Local 837**  
44 Hughson Street South  
Hamilton, Ontario L8N 2A7

Mr. Manuel Bastos  
Phone:(905) 529-1116/Fax:(905) 529-2723

**L.I.U.N.A. Local 1036**  
280 Bruce Street  
Sault Ste. Marie, Ontario P6B 1P6  
Mr William Suppa

Phone:(705) 942-1036/Fax:(705)942-1015

**L.I.U.N.A. Local 1059**  
56 Firestone Blvd.  
London, Ontario N5W 5L4  
Mr. Jim MacKinnon

Phone:(519) 455-8083/Fax: (519) 455-0712

**L.I.U.N.A. Local 1081**  
812 Lawrence Street  
Cambridge, Ontario N3H 2N1

Mr. Manuel Andrade  
Phone:(519) 653-3333/Fax:(519)653-8086

**L.I.U.N.A. Local 1089**  
1255 Confederation Street  
Sarnia, Ontario N7S 4M7  
Mr. Robert Leone

Phone:(519) 332-1089/Fax:(519) 332-6378

**SCHEDULE 'B'**  
**GEOGRAPHIC REGIONS**

**L.I.U.N.A. Local 183**

Metropolitan Toronto, the Counties of York and Peel, the Township of Esquesing, and the Towns of Oakville and Milton in the County of Halton, and the Township of Pickering in the County of Ontario and the County of Simcoe. The work jurisdiction of Local 183 shall be determined in accordance with the Agreement on jurisdiction between Local 183 and Local 506 which Agreement was ratified and accepted by the Labourers' International Union of North America.

**L.I.U.N.A. Local 247**

Area 29 is the Counties of Lennox, Addington, Frontenac and Leeds. Area 12 is Prince Edward County and the Townships of Lake Tudor, Grimsthorpe, Marmora, Madoc, Elzevir, Rawson, Huntingdon, Hungerford, Sydney, Thurlow and Tyendinaga in the County of Hastings. The Townships of McClure, Wicklow, Bangor, Herschel, Monteagle, Carlow, Faraday, Dunganon, Mayo, Wollaston, Limerick and Cashel being all of Hastings County outside Area 12.

**L.I.U.N.A. Local 491**

Board Area 19 within a fifty (50) mile radius of Timmins Federal Building and west along Highway 101 including the Town of Chapleau up to the District of Algoma Borderline and north along the District of Algoma Line **up** to the 83rd longitude to Hudson Bay and all area east to the Quebec Border, including the Towns of Opastika, Harty, Kapuskasing, Smooth Rock Falls and Cochrane. Save and except that area which belongs to Local 493 south of the 49th parallel.

**L.I.U.N.A. Local 493**

The District of Sudbury (excluding that portion lying north of Highway 101 West to the border of the District of Algoma, including the Town of Chapleau), Manitoulin Island, Nipissing, Algonquin Provincial Park, Temiskaming, Parry Sound and part of the District of Cochrane lying south of the 49th parallel excluding a **fifty** (50) mile radius of the Timmins Federal Building, Cockburn and all other islands situated in Georgian Bay of Lake Huron, shall be recognized as being the exclusive territory jurisdiction of Local 493.



**L.I.U.N.A. Local 506**

Board Area 8, being the Municipality of Metropolitan Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and the portion of the Town of Milton within the geographic Township of Esquesing and the Towns of Ajax and Pickering in the Regional Municipality of Durham and the County of Simcoe, excluding the Townships of Rama, Mara and Thorah.

**L.I.U.N.A. Local 527**

The Regional Municipality of Ottawa-Carleton and the County of Russell, the Counties of Grenville, Dundas, Lanark, Prescott, Stormont, Glengarry and Renfrew.

**L.I.U.N.A. Local 597**

The Counties of Peterborough, Victoria and Haliburton, east part of Northumberland County on a line running from Lake Ontario to Rice Lake, including Cramahe, Percy, Seymore, Brighton and Murray Township. The County of Ontario (with the exception of part of Pickering Township on a line running from the south of Lake Ontario to the north at the third concession on Pickering Beach Road) and including all towns and townships therein; namely, the Town of Whitby, Whitby Township, Uxbridge and Uxbridge Township, Scott, Reach, Brock, the Town of Port Darlington, Cartwright, Clark, Manvers, Hope and Caven Townships and the Town of Bowmanville, Newcastle, Port Hope and Millbrook. The County of Northumberland including Hamilton, Haldimand, Alnwick Townships, the Towns of Cobourg, Grafton and Baltimore, District of Muskoka and the Townships of Rama, Mara and Thorah in the County of Simcoe.

**Construction and Allied Workers Local Union 607**

Districts of Thunder Bay, Rainy River and those portions of the Districts of Kenora, Kenora-Patricia and Cochrane which are west of 83 degrees longitude.

**L.I.U.N.A. Local 625**

The Counties of Essex and Kent.

**L.I.U.N.A. Local 837**

The County of Wentworth, that portion of Halton County west of Highway 25, extended in a straight line to the Queen Elizabeth Way. For that portion

south of the Queen Elizabeth Way the property line dividing the Petro-Canada and Shell Oil refineries in the County of Halton, and Board Area 5; namely, the Counties of Lincoln, Welland and Haldimand.

**L.I.U.N.A. Local 1036**

The District of Algoma including that portion of the District of Algoma which lies north of the 49th parallel of latitude and which is not within the Ontario Labour Relations Board Area 21.

**L.I.U.N.A. Local 1059**

The Counties of Middlesex, Huron, Bruce, Perth, Oxford and Elgin, recognized as Ontario Labour Relations Board Area 3.

**L.I.U.N.A. Local 1081**

The Counties of Waterloo, Wellington, Dufferin, Grey, Norfolk and Brant, recognized as Ontario Labour Relations Board Area 4, 6, 7, 27 and 28.

**L.I.U.N.A. Local 1089**

The County of Lambton.

## SCHEDULE 'C'

The following organizations comprise the "Provincial Employer Bargaining Agency - Labourers" as designated by the Minister of Labour - Ontario:

- 1 Concrete Floor Contractors Association of Ontario  
c/o Vanguard Floor (1988) Ltd.  
377 Munster Avenue  
Toronto, Ontario M8Z 3C8 Phone: (416) 231-2233  
Attention: Mr. Ernest Zanette Fax: (416) 231-8873
- 2 Industrial Contractors Association of Canada  
c/o Delta Catalytic Corporation  
2000 Argentinia Road, Suite 400, Plaza 1  
Mississauga, Ontario L5N 1P7 Phone: (905) 821-3862  
Attention: Mr. Tony Fanelli Fax: (905) 826-0863
- 3 Labour Relations Bureau of  
Ontario General Contractors Association  
6299 Airport Road, Suite 702  
Mississauga, Ontario L4V 1N3 Phone: (905) 671-0888  
Attention: Mr. Joe Keyes Fax: (905) 671-8212
- 4 Ontario Masonry Contractors Association  
360 Superior Boulevard  
Mississauga, Ontario L5T 2N7 Phone: (905) 564-6622  
Attention: Mr. John Blair Fax: (905) 564-5744
- 5 Sealant and Waterproofing Association  
c/o Duron Ontario Ltd.  
1860 Shawson Drive  
Mississauga, Ontario L4W 1R7 Phone: (905) 670-1998  
Attention: Mr. John Schenk Fax: (905) 670-4662

## **SCHEDULE 'D'**

The following are exceptions to Article 2.05 of the Master Agreement:

- 1) The Employer agrees to engage only sub-contractors who are in contractual relations with the Union and/or its affiliated bargaining agents or an AFL-CIO affiliated Union for waterproofing and cement finishing **work**.

**SCHEDULE 'E'**  
**SUBJECT TO ARTICLE 2.06 • WORK CLAIMED BUT**  
**NOT LIMITED TO**

Excavation and site clearing for all buildings and associated work including the non-mechanical digging, backfilling and grading of trenches and foundations and compacting. Digging, piling, cutting and placing of lagging, sheeting, cribbing, bracing, anchor shoring, anchor installation and propping of foundations including torch cutting, splicing and the welding of all work, holes and caissons. Pulling, extracting or salvage of piling, capping of piling. Installation of tie backs, which shall include cutting, placing, fastening, grouting and stressing of strand or tie back systems. All drilling, blasting, jackhammering and handling of all power and associated work. Pumps 6" diameter and under for water control.

Installation of wire mesh, the installation and application of fibres in concrete, installation of concrete including placing and operation of nozzle hoses, hoppers, chutes, rigging for walls, foundations, mixing, handling, conveying, pouring, pumping, vibrating, gunniting, finishing, smoothing or otherwise applying and finishing concrete ceilings or vertical surfaces whether done by hand or any other process. The drying of plaster, concrete, mortar or other aggregate and the handling of temporary heating equipment. The installation of dry packing, caulking, grouting, chemical compounds including thycol and other rubber compounds. The work in connection with setup, operation, clean up and dismantling of diamond or carbide core drilling bits, concrete core drilling bits, concrete core drilling machines, concrete saws and boring of holes in concrete.

The aging and curing of concrete, mortar and other materials including epoxies applied to walls, ceilings and foundations of buildings and structures or other similar surfaces by means of any equipment, mode or method. The cleaning, sandblasting, brushing, rubbing of all concrete or masonry including chipping, bush hammering, grinding, patching whether done by air, gas, electric machine, water pressure or laser.

The work involved in the installation of all post-tensioning or prestressing systems on building or other structures, soil drilling and sampling of all types. All phases of on-site erection, finishing and caulking of precast concrete products and similar products including outsulation.

## Grouting of precast concrete products

Form removal: Once the reusable form panels have been released by loosening of the hardware, the removing, cleaning, oiling application or releasing agents and carrying to the next point of erection of all materials *and* panels, including flying forms, as well as the stripping of forms which are not to be reused and of forms on all flat arch work.

Cleaning and clearing of all debris including wire brushing of windows, scraping of floors, removal of surplus material and cleaning of all debris in building and construction areas. The clean-up of all work areas.

The erection, dismantling and moving of tubular metal scaffolding subject to a Local Agreement, if any with other **trades**. The dismantling of temporary weather protection. The placing and removal of temporary snow and wire fencing and loose barricades.

Tenders tending masons, plasterers and carpenters. Tending shall include but not be limited to the preparation of materials and the handling and conveying of materials. Demolition work, debris handlers, dumpmen, watchmen, guards, flagmen, material checkers, store keepers, tool crib attendants and yardmen, sewers, watermains, drains and the building and installation of manholes and catch basins.

Water lances and breakers, wiresaws, jackleg drills and concrete panel systems including the roycet system.

**All** Labourers' work involved in restoration, renovation, rigging and the clean **up** of hazardous material or hazardous waste.

**TRADE APPENDIX FOR  
MASONRY TENDERS**

**- BETWEEN -**

**ONTARIO MASONRY CONTRACTORS' ASSOCIATION**

**- AND -**

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
AND THE LABOURERS' INTERNATIONAL UNION OF NORTH  
AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL**

forming an integral part of the Collective Agreement between:

- LABOUR RELATIONS BUREAU OF THE ONTARIO GENERAL CONTRACTORS ASSOCIATION
- ONTARIO MASONRY CONTRACTORS ASSOCIATION
- INDUSTRIAL CONTRACTORS ASSOCIATION OF CANADA
- SEALANT AND WATERPROOFING ASSOCIATION
- CONCRETE FLOOR CONTRACTORS ASSOCIATION OF ONTARIO

(hereinafter called the "Employer Bargaining Agency" - E.B.A.) of the First Part;

**- AND -**

THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
ONTARIO PROVINCIAL DISTRICT COUNCIL, on behalf of its affiliated  
Local Unions 183, 247, 491, 493, 506, 527, 597, 607, 625, 837, 1036,  
1059, 1081 and 1089;

(hereinafter called the "Union") of the Second Part

**ARTICLE 1 - RECOGNITION AND SUB-CONTRACTING**

1.01 The members of the Ontario Masonry Contractors' Association, as

outlined in Schedule 'A' of this Appendix, and such other Employers who become bound by this Appendix hereinafter referred to jointly and severally as the "Employer", recognize the Union as the exclusive Bargaining Agency for mason tenders in the employ of the Employer while performing work outlined in Article 2 and classified under Schedule 'B' of this Appendix in the Province of Ontario in the areas outlined in Schedule 'B' of the Master Portion of the Agreement and agree to be bound by the terms and conditions as set out in this Appendix. This Appendix shall also apply to all other Employers who are primarily engaged as masonry contractors for whose employees the Union is the Bargaining Agency.

1.02 The administration of this Appendix shall be the sole and exclusive function of the Ontario Masonry Contractors' Association, including the processing of all grievances and finalization thereof in accordance with Article 14 of the Master Portion of this Agreement

1.03 Where a conflict arises between this Appendix and the general clauses in the Master Agreement or Local Schedules, this Appendix shall prevail in all instances with respect to any employees/Employers covered under Article 1.01 above.

1.04 An individual Employer desirous of contracting and/or sub-contracting any work encompassing the skills of a mason tender as described in Article 2, shall only sub-contract such work to a sub-contractor for whom the Union holds bargaining rights.

## **ARTICLE 2 - WORK JURISDICTION**

2.01 The Employer recognizes the Union work jurisdiction shall include that work which has been historically or traditionally or contractually assigned to members of the **LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA** in the tending of Masons including unloading, mixing, handling and conveying of all materials used by Masons, including refractory by any mode or method; all work involved in the tear out of refractory materials up to the point of any required toothing; the unloading, erecting, dismantling, moving and adjustment of all types of scaffolding; all work in **connection** with the fabrication and installation of weather protection including final fastening; the **starting**, stopping, fuelling, oiling, cleaning,



operating and maintenance of all mixers, compressors, mortar pump, concrete and grout pumps, fork lifts, man and/or material lifts, platforms, tuggers and other devices under the direction of the Employer or his representative and application of waterproofing.

### **ARTICLE 3 - HOURS OF WORK AND OVERTIME**

3.01 The normal hours of work shall be forty-two and one-half (**42-112**) hours per week, Monday to Friday inclusive for all areas of **this** Agreement. The standard working day for employees shall be not more than eight and one-half (**8-1/2**) hours per day, between 7:30 a.m. and 5:00 p.m. The starting time may vary up to one (1) hour by mutual agreement of the parties operating under this Appendix.

3.02 Any work performed outside or in addition to the standard hours outlined above shall be deemed overtime and overtime premium shall be paid at the rate of one and one-half (1-1/2) times for the first two (**2**) hours in excess of the normal day and double time for all additional hours worked. All work performed on Saturday, Sunday and holidays shall be paid at double time the regular rate. This overtime provision shall apply to shift work on masonry only. Refractory overtime shall be paid in accordance with Sections 3.06 and 3.07.

#### 3.03 **For Local 506 - Toronto only**

The regular working hours per day shall be eight and one-half (**8-112**) from Monday to Thursday inclusive, and six (**6**) hours on Friday (subject to variation as herein provided) and the maximum number of working hours per week shall be forty (**40**) and work outside these hours shall be overtime work; provided should inclement weather cause the employees on a project to lose time during the regular working week, then the six (**6**) hours may be extended **by** mutual consent to eight and one-half (**8-112**) hours at regular time rates providing that **by doing** so, forty (40) hours for that regular working week are not exceeded in which case, overtime rates will apply.

3.04 The Employer shall have the right, after notice to the Union, to vary the regular working hours as set out in 3.03 above, to provide for eight (**8**) hours per day, Monday to Friday inclusive.

3.05 Mason tenders working in refractory **work shall** comply with the following **work** schedules:

**3.06 Refractory - Hours of Work Schedule for Local 247-Kingston, Local 5%-Toronto. Local 527-Ottawa, Local 597-Oshawa and Peterborough, Local 625-Windsor and Chatham, Local 837-Hamilton, Local 1059-London, Local 1081-Cambridge. Meaning "Firebrick, Acid Resistant Structural Materials, Carbon, Graphite Materials, Gunite, Acid Resistant Tar Impregnated Brick and all other Refractory Materials".**

											HOURS TO BE PAID				
Working Period	Starting Time	Work Break	Lunch Break	York Break	Work Break	Finish Work	Act. Hours Worked	Mon	Tue	Fri	Sat Before Holiday	Sun Or Holiday			
Reg hrs.	8:00a.m.	10:00-10:10a.m.	12:00-12:30p.m.	2:30-2:40p.m.		4:30p.m.	8	8	8		16	16			
<b>TWO SHIFT OPERATION</b>															
1st 12 hr. shift	8:00a.m.	10:00-10:10a.m.	12:00-12:30p.m.	2:30-2:40p.m.	6:20-6:30p.m.	8:00p.m.	11-1/2	14	14		23	23			
2nd 12 hr. shift	8:00p.m.	10:00-10:10p.m.	12:00-12:30a.m.	2:30-2:40a.m.	6:20-6:30a.m.	8:00a.m.	11-1/2	15	20		24	19			
1st 10 hr. shift	8:00a.m.	10:00-10:10a.m.	12:00-12:30p.m.	2:30-2:40p.m.	4:20-4:30p.m.	6:30p.m.	10	11	11		20	20			
2nd 10 hr. shift	8:00p.m.	10:00-10:10p.m.	12:00-12:30a.m.	2:30-2:40a.m.	4:30-4:40a.m.	6:30a.m.	10	12	17		21	15			
1st 9 hr. shift	8:00a.m.	10:00-10:10a.m.	12:00-12:30p.m.	2:30-2:40p.m.		5:30p.m.	9	9-1/2	9-1/2		18	18			
2nd 9 hr. shift	5:30p.m.	7:30-7:40p.m.	9:30-10:00p.m.	12:00-12:10a.m.		3:00a.m.	9	10-1/2	13		19	16			
1st 8 hr. shift	8:00a.m.	10:00-10:10a.m.	12:00-12:30p.m.	2:30-2:40p.m.		4:30p.m.	8	8	8		16	16			
2nd 8 hr. shift	4:30p.m.	6:30-6:40p.m.	8:30-9:00p.m.	11:00-11:10p.m.		1:00a.m.	8	9	10		17	16			
<b>THREE SHIFT OPERATION</b>															
1st shift	8:00a.m.	10:00-10:10a.m.	12:00-12:30p.m.	2:30-2:40p.m.		4:00p.m.	7-1/2	8	8		16				
2nd shift	4:00p.m.	6:00-6:10p.m.	8:00-8:30p.m.	10:30-10:40p.m.		12:00a.m.	7-1/2	9	9		17				
3rd shift	12:00a.m.	2:00-2:10a.m.	4:00-4:30a.m.	6:30-6:40a.m.		8:00a.m.	7-1/2	9	17		17				

**NOTE:**

- Starting time, work break or lunch break **may be adjusted** by mutual agreement
- Also to include a hot meal where over **ten(10)** hour shifts are worked. Time of meal to be arranged by **mutual** agreement
- Saturday premiums start at 12:01 a.m. and Sundays' **ends** at 11:59 p.m. Any work done between 12:01 a.m. Saturday and 11:59 p.m. Sunday will be paid at **the** rate of double time
- Holidays as named in Article 7 will commence at 12:01 a.m. and continue for twenty-four (24) hours **on the** calendar day on which it occurs and paid in accordance with Article 7 - **Recognized** Holidays
- The columns headed "Hours To Be Paid" do not reflect the correct number of hours in **the** event that any of the hours worked on any shift fall into a Saturday, Sunday or Holiday

3.07 Refractory - **Hours** of Work Schedule for Local 491-Timmins, Local 493-Sudbury, Local 607-Thunder Bay, Local 1036-Sault Ste. Marie. Meaning "Firebrick, Acid Resistant Structural Materials, Carbon, Graphite Materials, Gunite, Acid Resistant Tar Impregnated Brick and all other Refractory Materials"

Working Period	Starting Time	Work Break	Lunch Break	Work Break	Work Break	Finish Work	HOURS TO BE PAID		
							Art Hrs Wkd.	Hrs. to be Paid	Sat & Sun
Reg. hrs **	8:00a.m	10:00-10:10a.m	12:00-12:30p.m.	2:30-2:40p.m.		4:30p.m	8	8	16
<b>TWO SHIFT OPERATION</b>									
1st 12 hr shift	8:00a.m.	10:00-10:10a.m	12:00-12:30p.m.	2:30-2:40p.m *	6:20-6:30p.m.	8:00p.m	11	16	24
2nd 12 hr shift	8:00p.m	10:00-10:10p.m	12:00-12:30a.m.	2:30-2:40a.m *	6:20-6:30a.m.	8:00a.m.	11	17	25
1st 10 hr shift	8:00a.m.	10:00-10:10a.m.	12:00-12:30p.m.	2:30-2:40p.m.	4:20-4:30p.m.	6:30p.m.	10	12	20
2nd 10 hr shift	8:00p.m.	10:00-10:10p.m	12:00-12:30a.m.	2:30-2:40a.m.	4:20-4:30a.m.	6:30a.m.	10	13	21
1st 9 hr shift	8:00a.m	10:00-10:10a.m	12:00-12:30p.m.	2:30-2:40p.m		5:30p.m	9	10	18
2nd 9 hr shift	5:30p.m	7:30-7:40p.m.	9:30-10:00p.m	12:00-12:10a.m		3:00a.m.	9	11	19
1st 8 hr shift	8:00a.m.	10:00-10:10a.m.	12:00-12:30p.m.	2:30-2:40p.m		4:30p.m.	8	8	16
2nd 8 hr shift	4:30p.m.	6:30-6:40p.m	8:30-9:00p.m	11:00-11:10p.m.		1:00a.m.	8	9	17
<b>THREE SHIFT OPERATION</b>									
1st shift	8:00a.m.	10:00-10:10a.m	12:00-12:30p.m.	2:30-2:40p.m		4:00p.m.	7-1/2	8	15
2nd shift	4:00p.m	6:00-6:10p.m	8:00-8:30p.m	10:30-10:40p.m.		12:00a.m	7-1/2	9	16
3rd shift	12:00a.m.	2:00-2:10a.m	4:00-4:30a.m.	6:30-6:40a.m		8:00a.m	7-1/2	9	16

**NOTE:**

1. \*\* All overtime on the regular hours of work shall be paid at the rate of double times the applicable refractory rates.
2. Starting time, work break or lunch break may be adjusted by mutual agreement.
3. \* Also to include a hot meal where over ten (10) hour shifts are worked. Time of meal to be arranged by mutual agreement.
4. Saturday premiums start at 12:01 a.m. and Sundays' ends 11:59 p.m. Any work done between 12:01 a.m. Saturday and 11:59 p.m Sunday will be paid at the rate of double time.
5. Holidays' as named in Article 7 will commence at 12:01 a.m. and continue for twenty-four hours on the calendar day on which it occurs and paid in accordance with Article 7, Recognized Holidays.

3.08 For Local 607 - Thunder Bay only

For Local 607, Thunder Bay, and on paper mills only, time and one-half shall be paid for all work performed on swing stages or suspended scaffolds fifty (50) feet in height or over.

**ARTICLE 4 - REFRACTOR'' CONDITIONS**

4.01 For all tear out work, gloves and coveralls shall be provided for by the Employer. As warranted when graphite, carbon, acid, tar impregnated brick, gunite work, coveralls and gloves shall be provided by the Employer and such clothing shall remain the property of the Employer.

4.02 The Employer agrees to provide clean hot and cold water, soap and clean individual paper towels and provide sufficient time to wash up. Such facilities described herein shall be provided at commencement of the appropriate work herein.

4.03 Where dust conditions prevail, adequate ventilation will be provided, and employees will be provided with proper respiratory equipment.

4.04 A fifteen cent (\$0.15) per hour premium shall be paid for refractory work in addition to the premiums provided for in Schedule 'B'.

4.05 Local 1089 - Sarnia refractory conditions shall remain as per Local Union Schedule.

4.06(a) For work on a stack requiring a mason tender to work on a scaffold twenty-five feet (25') or more above the working platform, there shall be a premium of fifty cents (\$0.50) per hour earned above the basic refractory rate, starting at the twenty-five foot (25') level.

(b) For work on a stack requiring a mason tender to work on a scaffold on hundred feet (100') or more above the working platform, there shall be an additional premium of one dollar (\$1.00) per hour earned above the basic refractory rate.

4.07 Employees working where the temperature of the immediate working area is thirty-eight (38) degrees celsius or greater, shall be paid a premium

of fifty cents (\$0.50) per hour above the established rate of pay. If any employee is entitled to this premium, he shall be paid the premium for the entire shift. It is agreed that no employee shall be required to work in an area where the temperature exceeds one hundred and fifty (150) degrees fahrenheit or sixty-five (65) degrees celsius.

## **ARTICLE 5 - SHIFT WORK**

5.01 When it is necessary to work two (2) or three (3) shifts daily on any particular job, no employee shall be permitted to work on more than one (1) shift in any twenty-four (24) hours.

5.02 When a shift schedule is worked, the refractory hours of work schedule shall apply. Employees shall be paid in accordance with Articles 3.06 and 3.07.

5.03 Employees who are called in to fill a shift but who do not complete five (5) full shifts are to be paid regular overtime rates for all time worked. Employees who quit or are discharged for just cause shall be paid at the regular shift wage rate.

5.04 When a shift schedule is worked between 8:00 a.m. on Saturdays, Sundays and holidays to 8:00 a.m. on Monday or 8:00 a.m. Tuesday following a Monday holiday, the rate shall be paid for at double the current hourly rate plus the appropriate shift differential for such premium time as defined in Article 6 - Wages.

5.05 All hours worked outside the shift schedules set out in Article 5.02 above shall be paid as set out in Article 3.02 above unless adjustment of schedules has been mutually agreed to by parties operating under this Appendix prior to such adjustment taking place.

## **ARTICLE 6 - RATE OF WAGES**

6.01 The wage rate for mason tenders shall be twenty-five cents (\$0.25) per hour above the labourer rates. The wage rates for mason tender labourers in all Local Union areas are defined in Schedules 'B' and 'C' of this Appendix.

6.02 Employees permitted to work in an area with a lower wage package will maintain their home wage package. If the total home wage package is lower, the differential will be added to the employees basic wage rate.

## **ARTICLE 7 - RECOGNIZED HOLIDAYS**

7.01 Work performed on Saturdays, Sundays and the following holidays: New Year's Day, Good Friday, Victoria Day (or the Reigning Sovereign's Birthday), Dominion Day, Civic Holiday (Local), Labour Day, Thanksgiving Day, Christmas Day Boxing Day and Heritage Day (whenever Heritage Day shall be declared a holiday by the Government of Ontario under the *Employment Standards Act*), shall be paid at double time the current wage rates as defined in Article 6 (Wages).

7.02 If any of the above holidays fall on a Saturday or Sunday, such holiday shall be observed on the day or days immediately following the weekend.

## **ARTICLE 8 - VACATION AND HOLIDAY PAY**

8.01 The Employer agrees to be bound by Article 19, specifically Article 19.10 of the Master Portion of this Agreement, as it refers to the Local Union Schedules concerning Vacation and Holiday Pay.

## **ARTICLE 9 - INITIAL REPORTING TIME**

9.01 When a member reports for work at the Employer's shop or job at the request of the Employer and is told that he is not required, he shall be paid a minimum of three (3) hours wages plus travel allowances and/or board allowance when applicable.

## **ARTICLE 10 - REPORTING TIME**

10.01 Where an employee reports for work at the Employer's job and work is not available (for reasons other than inclement weather), the Employer shall pay the employee three (3) hours pay at the regular rate and travelling allowance and/or board allowance when applicable.

### **10.02 Inclement Weather Reporting Time**

The parties agree that when an Employer or his representative makes no attempt to notify *the* employees by the regular starting time whether work will or will not commence, then the matter shall be dealt with by a Joint Committee under the Grievance Article immediately, and on agreement of the Joint Committee, a penalty of three (3) hours shall be assessed by the Joint Committee for each employee affected and such Employer shall pay the assessment immediately. Where an employee reports for work at the Employer's job and work is not available because of inclement weather and where the employee has reason to believe that work in progress would be available, the Employer shall pay the employee the applicable travel allowance, commuting and/or board allowance.

### **ARTICLE 11 - REFRESHMENT BREAK**

11.01 It is agreed that employees shall be given two (2) ten (10) minute refreshment breaks on each regular working day, evening or night work, or designated shift with no loss of pay.

11.02 Every reasonable effort shall be made to schedule such break at the midway points of the working period as defined. Where refreshments are available, arrangements shall be made to have orders taken by an employee on behalf of and delivered to the employees in the work area.

11.03 Employees who are requested to work overtime shall be allowed a ten (10) minute refreshment break before commencing overtime work.

### **ARTICLE 12 - TRAVEL, ROOM AND BOARD**

12.01 The parties agree to be bound to the travel, room and board provisions as outlined in the Local Union Schedules of the Master Portion of the Agreement.

### **ARTICLE 13 - EMPLOYER FUND**

13.01 Where indicated in Schedule "C" under "Employer Provincial", each Employer employing a mason tender shall contribute effective November 1, 1997, forty-one cents (\$0.41) per hour for each hour worked by each mason



tender to the "Employer Fund". Effective May 1, 2000, this amount shall increase to forty-six cents (\$0.46) per hour. Such contribution shall be remitted along with pension contributions to the Labourers' Pension Fund of Central and Eastern Canada on behalf of the Ontario Masonry Contractors Association by the fifteenth (15th) day of the month following the month in which such contributions were made, together with a supporting statement on one standard benefits reporting form showing all applicable deductions and/or contributions.

13.02 Each Employer employing a mason tender from Locals 491 and 493, Timmins and Sudbury, in the geographic area of the Locals, will contribute an additional five cents (\$0.05) per hour for each hour worked by each mason tender to Sudbury Masonry Contractors Association, c/o 316 Maki Cr., Sudbury, Ontario, P3E 2P2. Such contributions shall be made on a supporting statement on one standard benefits reporting form showing all applicable deductions and/or contributions.

13.03 Each Employer employing a mason tender from Local 1036 - Sault Ste. Marie, in the geographic area of the Local, will contribute an additional five cents (\$0.05) per hour for each hour worked by each mason tender to Sault Ste. Marie Masonry Contractors Association, c/o 834 Old Garden River Road, Sault Ste. Marie, Ontario, P6A 6J8. Such contributions shall be made on a supporting statement on one standard benefits reporting form showing all applicable deductions and/or contributions.

13.04 Each Employer employing a mason tender from Local 527 - Ottawa, in the geographic area of the Local, will contribute an additional three cents (\$0.03) per hour for each hour worked by each mason tender to the Ottawa Region Masonry Contractors Association. Such contributions shall be made on a supporting statement on one standard benefits reporting form showing all applicable deductions and/or Contributions.

13.05 Each Employer employing a mason tender from Local 247 - Kingston, in the geographic area of that Local, will contribute an additional eight cents (\$0.08) per hour for each hour worked by each mason tender to the Kingston Masonry Construction Association, P.O. Box 22013, Cataraqui Postal Ct., Kingston, Ontario, K7M 8S5. Such contributions shall be made on a supporting statement on one standard benefits reporting form showing all

applicable deductions and/or contributions.

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## **ARTICLE 14 - LAYOFF NOTICE**

**14.01** One (1) hour's advance notice shall be given and paid for whenever men are laid off. Layoffs shall only take place at the end of the regular working day and/or designated **shifts**, except for incompetency. Employees shall receive their pay and be **permitted** to leave the job after notice is given.

**14.02** Whenever Unemployment Insurance Records and hospitalization forms, including all other forms the employee is entitled to, are not given to the employee at time of layoff or dismissal, such forms and all wages owing shall be mailed to the employee within one (1) working day by registered mail; all such returned registered mail shall be forwarded to the Local Union office by registered mail.

**14.03** Any employee who voluntarily leaves his employment shall have his wages, insurance records and hospitalization forms by the next regular pay day.

**14.04** Employees who do not receive their pay as defined above, shall be entitled to receive an amount equal *to* the regular hourly rate of pay based on regular daily working hours until such time as the employee receives his pay; the stamp on the registered mail shall be deemed to be the date on which the employee received **his** pay.

**SCHEDULE 'A'**  
**PROVINCIAL AGREEMENT - MASON TENDERS**  
**ONTARIO MASONRY CONTRACTORS ASSOCIATION**

The Association agrees to notify the Ontario Provincial District Council should there be any additions or deletions to their membership and/or of any other Employer who becomes bound to this Collective Agreement by way of the designation order in effect.

The Union agrees to notify the Association on obtaining bargaining rights for any Employer in this industry.

## SCHEDULE 'B'

### JOB CLASSIFICATIONS

(1) MASON TENDER - A premium of twenty-five cents (**\$0.25**) per hour above the general labour rate as outlined in Article 6.01 shall be paid to a mason tender.

(2) MASON TENDER - Fork Lift Operator, Mortar or Grout Mixer Operator, Pump Operator (including concrete and grout pumps), Power Buggy Operation, Compressor & Air Tool Operator, Gun Operator, Mortar Mixer Operator, Brick Expediter, Stone Cutting (Cutter of Cut Stone), Tugger Operator, Refractory Pump Operator and any other pump or gun operators employed by the Employer of refractory work.

When a mason tender is employed in any of the foregoing classifications, he shall be paid an additional twenty-five cents (**\$0.25**) per hour or a total of fifty cents (\$0.50) for the number of hours worked in such classification.

(3) An employee who is assigned to operate, service or maintain a specific piece of mobile equipment shall be allowed to perform such duties on any project such equipment is transferred.

Provided that the Local Union into which the transfer is being made is notified prior to such transfer:

(4) When a working foreman is appointed, he shall receive the premium rate as defined in the Local Union Schedule to the Master Portion of the Agreement.

## A. MASON TENDER (1) RATES AS PROVIDED FOR IN SCHEDULE 'B'(A):

Local	Effective Date	Basic	Vac.	Welf. & Dent.	Pens.	Train. Fund	Tri-Fund	Legal & Other Funds	Total Wage Pkg.	Empyr. Local	Empyr. Prov.	Working Dues Deduct.
		Wage Rate										
247 KINGSTON	Aug 13/1998	22.48	2.25	1.20	1.66	.25	.05	.85	28.74	.08	.41	.45 +.10
	May 1/1999	22.80	2.28	1.20	1.66	.25	.05	1.10	29.34	.08	.41	.45 +.10
	May 1/2000	23.17	2.31	1.20	1.66	.25	.05	1.35	29.99	.08	.46	.45 +.10
491 TIMMINS	Aug 13/1998	22.02	2.20	1.30	1.72	.15	.05	-	27.44	.05	.41	3% +.10
	May 1/1999	22.02	2.20	1.60	2.02	.15	.05	-	28.04	.05	.41	3% +.10
	May 1/2000	22.11	2.21	1.60	2.52	.20	.05	-	28.69	.05	.46	3% +.10
493 SUDBURY	Aug 13/1998	21.19	2.12	1.60	2.40	.15	.05	-	27.51	.05	.41	3% +.10
	May 1/1999	21.74	2.17	1.60	2.40	.15	.05	-	28.11	.05	.41	3% +.10
	May 1/2000	22.33	2.23	1.60	2.40	.15	.05	-	28.76	.05	.46	3% +.10
506 TORONTO	Aug 23/1998	25.01	2.50	1.65	2.24	.32	.05	.05	31.82	-	.45	.50 +.10
	May 1/1999	25.33	2.53	1.80	2.34	.32	.05	.05	32.42	-	.45	.50 +.10
	May 1/2000	25.74	2.57	1.90	2.44	.32	.05	.05	33.07	-	.50	.51 +.10
506 SIMCOE	Aug 23/1998	21.05	2.11	1.65	2.24	.32	.05	.05	27.47	-	.45	.42 +.10
	May 1/1999	21.60	2.16	1.80	2.34	.32	.05	.05	28.32	-	.45	.43 +.10
	May 1/2000	22.24	2.22	1.90	2.44	.32	.05	.05	29.22	-	.50	.44 +.10

B. MASON TENDER (2) RATES CLASSIFICATION PREMIUM AS PROVIDED FOR IN SCHEDULE 'B'(2).

C. REFRACTORY PREMIUM AN ADDITIONAL FIFTEEN CENTS (\$0.15) PER HOUR ABOVE THE MASON TENDER (1) AND/OR (2) RATES. THE WAGE INCREASE FOR MAY 1, 2000, INCLUDES TEN CENTS (\$0.10) PER HOUR AS PROVIDED IN THE MEMORANDUM OF AGREEMENT, LABOURERS' APPRENTICESHIP PROGRAM IN THE MASTER PORTION.

**A. MASON TENDER (1) RATES AS PROVIDED FOR IN SCHEDULE 'B'(A):**

<b>Local</b>	<b>Effective Date</b>	<b>Basic</b>	<b>vac. Pay</b>	<b>Welf. &amp; Dent.</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>Legal &amp; Total</b>			<b>Empr. Local</b>	<b>Empr. Prov.</b>	<b>Working Dues Deduct.</b>
		<b>Wage Rate</b>					<b>Other Wage Pkg.</b>	<b>Tri-Fund</b>	<b>Other Funds</b>			
527 (Zone 1)	Aug 13/1998	21.72	2.17	2.02	1.97	incl. .05	incl.	27.93	.03	.41	-	
	Hay 1/1999	22.21	2.22	2.08	1.97	with .05	with	28.53	.03	.41	-	
	May 1/2000	22.71	2.27	2.08	2.07	bnfts .05	bnfts.	29.18	.03	.46	-	
527 (Zone 2)	Aug 13/1998	17.32	1.73	2.02	1.97	incl. .05	incl.	23.09	.03	.41	-	
	Hay 1/1999	17.81	1.78	2.08	1.97	with .05	with	23.69	.03	.41	-	
	May 1/2000	18.31	1.83	2.08	2.07	bnfts .05	bnfts.	24.34	.03	.46	-	
527 (Zone 3)	Aug 13/1998	16.22	1.62	2.02	1.97	incl. .05	incl.	21.88	.03	.41	-	
	Hay 1/1999	16.71	1.67	2.08	1.97	with .05	with	22.48	.03	.41	-	
	Hay 1/2000	17.21	1.72	2.08	2.07	bnfts .05	bnfts.	23.13	.03	.46	-	
597 OSHANA	Aug 13/1998	23.42	2.34	1.26	1.80	.08 .05	-	28.95	-	.41	.46	
	Dec 1/1998	23.22	2.32	1.26	2.02	.08 .05	-	28.95	-	.41	.46	
	May 1/1999	23.55	2.35	1.50	2.02	.08 .05	-	29.55	-	.41	.47	
	May 1/2000	24.05	2.40	1.60	2.02	.08 .05	-	30.20	-	.46	.47	
597 PETER- BOROUGH	Aug 13/1998	22.03	2.20	1.26	1.80	.08 .05	-	27.42	-	.41	.43	
	Dec 1/1998	21.83	2.18	1.26	2.02	.08 .05	-	27.42	-	.41	.43	
	May 1/1999	22.15	2.22	1.50	2.02	.08 .05	-	28.02	-	.41	.44	
	May 1/2000	22.65	2.27	1.60	2.02	.08 .05	-	28.67	-	.46	.45	

**B. MASON TENDER (2) RATES CLASSIFICATION PREMIUM AS PROVIDED FOR IN SCHEDULE 'B'(2).**

**C. REFRACTORY PREMIUM AN ADDITIONAL FIFTEEN CENTS (\$0.15) PER HOUR ABOVE THE MASON TENDER (1) AND/OR (2) RATES. THE WAGE INCREASE FOR MAY 1, 2000, INCLUDES TEN CENTS (\$0.10) PER HOUR AS PROVIDED IN THE MEMORANDUM OF AGREEMENT, LABOURERS' APPRENTICESHIP PROGRAM IN THE MASTER PORTION.**

## A. MASON TENDER (1) RATES AS PROVIDED FOR IN SCHEDULE 'B'(A):

Local	Effective Date	Basic	Vac. Pay	Welf. & Dent.	Pens.	Train. Fund	Tri-Fund	Legal & Other Funds	Total	Empr. Local	Empr. Prov.	Working Dues Deduct.
		Wage Rate							Wage Pkg.			
MUSKOKA	Aug 13/1998	22.26	2.23	1.26	1.60	.08	.05	-	27.48	-	.41	.44
	Dec 1/1998	22.10	2.21	1.26	1.78	.08	.05	-	27.48	-	.41	.44
	May 1/1999	22.43	2.24	1.50	1.78	.08	.05	-	28.08	-	.41	.44
	May 1/2000	22.93	2.29	1.60	1.78	.08	.05	-	28.73	-	.46	.46
607 THUNDER BAY	Aug 13/1998	22.90	2.29	1.50	1.82	.15	.05	-	28.71	-	.41	.55
	May 1/1999	23.13	2.31	1.55	2.12	.15	.05	-	29.31	-	.41	.56
	May 1/2000	23.31	2.33	1.60	2.42	.25	.05	-	29.96	-	.46	.56
625 WINDSOR	Aug 13/1998	24.42	1.95	.90	1.62	.09	.05	-	29.03	-	.41	.40
	May 1/1999	24.88	1.99	1.00	1.62	.09	.05	-	29.63	-	.41	.40
	May 1/2000	25.30	2.02	1.10	1.62	.19	.05	-	30.28	-	.46	.40
625 CHATHAM	Aug 13/1998	22.23	1.77	.90	1.62	.09	.05	-	26.66	-	.41	.40
	May 1/1999	22.69	1.81	1.00	1.62	.09	.05	-	27.26	-	.41	.40
	May 1/2000	23.11	1.84	1.10	1.62	.19	.05	-	27.91	-	.46	.40
<b>OHP</b>												
837 HAMILTON	Aug 13/1998	22.64	2.26	1.80	2.22	.52	.05	.05	29.54	-	.41	.49
	May 1/1999	22.82	2.28	1.90	2.42	.62	.05	.05	30.14	-	.41	.54
	May 1/2000	23.00	2.30	2.05	2.72	.62	.05	.05	30.79	-	.46	.59

**B. MASON TENDER (2) RATES CLASSIFICATION PREMIUM AS PROVIDED FOR IN SCHEDULE 'B'(2).**

**C. REFRACTORY PREMIUM AN ADDITIONAL FIFTEEN CENTS (\$0.15) PER HOUR ABOVE THE MASON TENDER (1) AND/OR (2) RATES. THE WAGE INCREASE FOR MAY 1, 2000, INCLUDES TEN CENTS (\$0.10) PER HOUR AS PROVIDED IN THE MEMORANDUM OF AGREEMENT, LABOURERS' APPRENTICESHIP PROGRAM IN THE MASTER PORTION.**

**A. MASON TENDER (1) RATES AS PROVIDED FOR IN SCHEDULE 'B'(A):**

Local	Effective Date	Basic	vac.	Welf. & Dent.	Pens.	Train. Fund	Tri-Fund	Legal & Total	Empyr. Local	Empyr. Prov.	Working Dues Deduct.	
		Wage Rate						Other Wage Pkg.				
								<u>OHF</u>			<u>OPDC</u>	
837	Aug 13/1998	22.15	2.22	1.80	2.22	.52	.05	.05	29.01	-	.41	.49
ST.	May 1/1999	22.34	2.23	1.90	2.42	.62	.05	.05	29.61	-	.41	.54
CATEAR.	May 1/2000	22.52	2.25	2.05	2.72	.62	.05	.05	30.26	-	.46	.59
1036	Aug 13/1998	21.66	2.17	1.30	2.10	.15	.05	-	27.43	.05	.41	.40
SAULT STE.	May 1/1999	22.21	2.22	1.30	2.10	.15	.05	-	28.03	.05	.41	.40
MARIE	May 1/2000	22.80	2.28	1.30	2.10	.15	.05	-	28.68	.05	.46	.40
1059	Aug 13/1998	23.40	1.87	1.40	1.40	.20	-	-	28.27	-	.41	.51+.10
HURON,	Dec 1/1998	23.27	1.86	1.40	1.54	.20	-	-	28.27	-	.41	.51+.10
MIDDLESEX	May 1/1999	23.64	1.89	1.60	1.54	.20	-	-	28.87	-	.41	.52+.10
OXFORD,	May 1/2000	24.25	1.93	1.60	1.54	.20	-	-	29.52	-	.46	.53+.10
ELGIN, BRUCE, PERTH												
1081	Aug 13/1998	21.45	2.15	1.45	1.90	.15	.05	-	27.15	-	.41	3%+.10
WATERLOO	May 1/1999	21.73	2.17	1.55	2.10	.15	.05	-	27.75	-	.41	3%+.10
DUFFERIN	May 1/2000	22.14	2.21	1.65	2.20	.15	.05	-	28.40	-	.46	3%+.10
WELLINGTON, GREY												

**B. MASON TENDER (2) RATES CLASSIFICATION PREMIUM AS PROVIDED FOR IN SCHEDULE 'B'(2).**

**C. REFRACTORY PREMIUM AN ADDITIONAL FIFTEEN CENTS (\$0.15) PER HOUR ABOVE THE MASON TENDER (1) AND/OR (2) RATES. THE WAGE INCREASE FOR MAY 1, 2000, INCLUDES TEN CENTS (\$0.10) PER HOUR AS PROVIDED IN THE MEMORANDUM OF AGREEMENT, LABOURERS APPRENTICESHIP PROGRAM IN THE MASTER PORTION.**



A. MASON TENDER (1) RATES AS PROVIDED FOR IN SCHEDULE 'B'(A):

Local	Effective Date	Basic	Vac. Pay	Welf. & Dent.	Pens.	Train. Fund	Tri-Fund	Legal & Total	Wage Pkg.	Empyr. Local	Empyr. Prov.	Working
		Wage Rate						Other Funds				Deduct.
081	Aug 13/1998	21.59	2.16	1.45	1.90	.15	.05	-	27.30	-	.41	3% +.10
FRANT	May 1/1999	21.86	2.19	1.55	2.10	.15	.05	-	27.90	-	.41	3% +.10
ORFOLK	May 1/2000	22.27	2.23	1.65	2.20	.15	.05	-	28.55	-	.46	3% +.10
<u>GRSP</u>												
089	Aug 13/1998	23.09	1.84	1.00	1.44	.10	.05	1.75	29.27	-	.41	.87
VRNIA	May 1/1999	23.60	1.88	1.00	1.44	.15	.05	1.75	29.87	-	.41	.89
	May 1/2000	24.15	1.93	1.00	1.44	.20	.05	1.75	30.52	-	.46	.91

MASON TENDER (2) RATES CLASSIFICATION PREMIUM AS PROVIDED FOR IN SCHEDULE 'B'(2).

REFRACTORY PREMIUM AN ADDITIONAL FIFTEEN CENTS (\$0.15) PER HOUR ABOVE THE MASON TENDER (1) AND/OR (2) RATES. THE WAGE INCREASE FOR MAY 1, 2000, INCLUDES TEN CENTS (\$0.10) PER HOUR AS PROVIDED IN THE MEMORANDUM OF AGREEMENT, LABOURERS' APPRENTICESHIP PROGRAM IN THE MASTER PORTION.

## **CEMENT FINISHERS APPENDIX**

**B E T W E E N :**

**CONCRETE FLOOR CONTRACTORS ASSOCIATION OF ONTARIO**

**- and -**

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
AND THE LABOURERS' INTERNATIONAL UNION OF NORTH  
AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL**

forming an integral part of the Collective Agreement between:

- LABOUR RELATIONS BUREAU OF THE ONTARIO GENERAL CONTRACTORS ASSOCIATION
- ONTARIO MASONRY CONTRACTORS ASSOCIATION
- INDUSTRIAL CONTRACTORS ASSOCIATION OF CANADA
- SEALANT AND WATERPROOFING ASSOCIATION
- CONCRETE FLOOR CONTRACTORS ASSOCIATION OF ONTARIO

(hereinafter called the "Employer Bargaining Agency" - E.B.A.) of the First Part;

**- and -**

- THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, AND THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL, on behalf of its affiliated Local Unions **183, 247, 491, 493, 506, 527, 597, 607, 625, 837, 1036, 1059, 1081 and 1089**

(hereinafter called the "Union") of the Second Part.

### **ARTICLE 1 - SCOPE**

**1.01** The Employer recognizes the Labourers' International Union of North America, Ontario Provincial District Council as the sole and exclusive Bargaining Agency for all employees for whom the Union has bargaining

rights engaged in concrete finishing work as defined in Article 14 - Jurisdiction of this Appendix for the Province of Ontario.

This Appendix shall also apply to all other Employers who are engaged as concrete floor finishing contractors and for whose employees the Union has bargaining rights.

## **ARTICLE 2 - HIRING AND UNION SECURITY**

**2.01** The Employer agrees to employ only members who are in good standing with Local Unions affiliated to the Labourers' International Union of North America, Ontario Provincial District Council, for work coming within the scope of this Appendix.

**2.02** The Employer agrees whenever possible to notify the Local Union at least twenty-four (**24**) hours prior to performing work within the geographic jurisdiction of the Local Union. The Employer agrees that when hiring new employees covered by this Appendix, he shall call the Local Union office at least twenty-four (**24**) hours in advance for his needed supply of men; over fifty (**50**) kilometres, forty-eight (**48**) hours advance notice.

**2.03** Providing members of the Union are not available, the Employer may obtain his needed supply of cement masons elsewhere and shall inform the Local Union of the names of such men on the date of their employment, and the Business Representative of the Local Union shall be granted permission to interview them with a view of recruiting them into Union membership. In the event that any such man does not elect to become a member of the Local Union within five (**5**) working days following his employment, he shall cease to be employed by the Employer.

**2.04** The Employer may request by name the recall of an employee who has worked during the preceding twelve (**12**) months for that Employer, provided that the Employer shall give preference to the most senior employees who are currently on layoff if these employees can perform the work available.

**2.05** Each employee shall, when working in a position within the bargaining **unit** described herein, be required as a condition of employment to have his regular monthly **dues** checked off. The Employer agrees to make such deduction from the pay of each employee at the beginning of each

calendar month and to remit same not later than the fifteenth (15th) day of the month following such deduction to the Financial Secretary-Treasurer of the Local Union.

2.06 The Employer shall, when remitting such dues, name the employees from whose pay such deductions have been made and also the names of the employees who have left the employ of the Employer since the last payment and the names of the employees who have been hired by the Employer, together with their addresses. The Employer shall have the right to send employees from **his** principal centre of operations to perform work covered by **this** Appendix to work anywhere within the Province of Ontario. When the Employer desires to hire general labourers, they shall be governed by the provisions of the Master Agreement.

2.07 It is agreed and understood that personnel who are not members of the bargaining unit, including supervisors, cannot perform bargaining unit work regardless of their Union affiliation.

### **ARTICLE 3 - SUB-CONTRACTING**

3.01 The Employer agrees not to sublet work normally performed by its own employees, as defined in this Appendix, to Employers who are not in contractual relations with the Union as in accordance with the Master Portion.

### **ARTICLE 4 - HOURS OF WORK**

4.01 The regular work day shall be from 7:00 a.m. to 4:30 p.m. with a thirty (30) minute lunch period, from Monday to Friday inclusive and the regular work week shall consist of forty (40) hours.

4.02 All work done in excess of eight (8) hours per day and forty (40) hours per week shall be paid at the rate of time and one-half of the regular rate for all excess hours so worked, except as outlined in Article 6 - Premium Rate for Irregular Starting Time.

4.03 **An** employee will he allowed to have one paid work break of ten (10) minutes during each half of his shift near midpoint.

## ARTICLE 5 - OVERTIME

**5.01** Any employee commencing a shift on Friday or on Thursday prior to Good Friday, which runs into overtime, shall be paid time and one-half his regular rate for such overtime until 6:00 a.m. and then double time thereafter.

**5.02** All work performed on Saturdays and Sundays and the following recognized holidays shall be paid at double the regular rate of wages:

- |     |                |                  |
|-----|----------------|------------------|
| (a) | New Year's Day | Labour Day       |
|     | Good Friday    | Thanksgiving Day |
|     | Victoria Day   | Christmas Day    |
|     | Dominion Day   | Boxing Day       |
|     | Civic Holiday  | Heritage Day     |

Whenever Heritage Day shall be declared a holiday under the *Employment Standards Act*, work done on Heritage Day shall be paid at double time the current wage rates as defined in Article 11.

(b) If any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately following the weekend. Vacation pay shall include an amount in lieu of payment of holidays.

(c) When any of the above-named holidays fall on a Tuesday, Wednesday or Thursday, the Employer and Local Union Business Manager may, by mutual agreement, reschedule the holiday to a Monday or a Friday.

## ARTICLE 6 - PREMIUM RATE FOR IRREGULAR STARTING TIME

**6.01** Employees of floor finishing contractors who start work after 12:00 noon will be given a guarantee of eight (8) hours pay at a premium of two dollars and fifty cents (**\$2.50 per** hour over his regular rate for each hour worked and **time** and one-half for work over eight (**8**) hours at regular rates.

**6.02** Any man who is called in to commence work after 4:30 p.m. will be paid time and one-half his regular rate of pay for all hours worked. Any man who **is** called in to commence work after midnight will be paid double his regular rate of pay for all **hours** worked.

6.03 Shift work shall be defined as a continuous concrete pour of not less than seventy-two (72) hours duration and shall not be put into operation until three (3) shifts can be employed for not less than three (3) consecutive days. Saturdays, Sundays and holidays shall not be regarded as shift **work** days.

6.04 When such shift system is put into operation, the hours of work and pay rates shall be as follows:

(a) First shift from 8:00 a.m. to 4:00 p.m. with one-half hour off for lunch for eight (8) hours pay at regular straight time rates.

(b) Second shift from 4:00 p.m. to 12:00 midnight with one-half hour off for lunch for ten (10) hours pay at regular straight time rates.

(c) Third shift from 12:00 midnight to 8:00 a.m. with one-half hour off for lunch for twelve (12) hours pay at regular hourly straight time rates.

6.05 When shifts are worked or continued on Saturdays, Sundays and holidays, premium pay shall be based on the hours specified in the above as follows: First shift sixteen (16) hours pay at regular hourly straight time rates; Second shift eighteen (18) hours pay at regular hourly straight time rates; Third shift twenty (20) hours pay at regular hourly straight time rates.

#### **ARTICLE 7 - MAKE-UP TIME (Excluding Local 527 Ottawa)**

7.01 Where time **is** lost during regular work hours on exterior work or other work affected by inclement weather (excluding hot mastic traffic topping work), voluntary make-up hours may be worked at straight time, but not to exceed two (2) hours in any one day during the regular work week, or eight (8) hours on Saturday **up** to a maximum of eight (8) hours in any week.

It is understood and agreed that such make-up hours must be worked in the calendar week in which they were lost.

The above shall not be construed **as** a guarantee that there is any daily or weekly number of hours available.

## **ARTICLE 8 - IN-PLANT REPAIR/OCCUPIED PREMISES**

8.01 Occupied premises shall be defined as commercial and institutional facilities and industrial in-plant sites on which it is impractical to perform work during the regular business hours applicable to such business. Work within such facilities may be performed under the following conditions:

- (a) Eight hours per day at the applicable straight time hourly rate to a maximum of five (5) consecutive days within each seven (7) day cycle.
- (b) Applicable overtime rates shall be paid after eight (8) hours in any shift and for all work performed on the sixth (6th) and seventh (7th) days. Local 506 overtime rate of time and one-half (1 1/2) will be paid for hours worked outside the normal forty (40) hour work week.
- (c) Rates of pay referred to herein shall be in accordance with the applicable Local Area Schedules.

## **ARTICLE 9 - REPORTING ALLOWANCE**

9.01 When an employee 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 (4) hours reporting time plus travel time if he reports to work.

9.02 One (1) hour's reporting time plus travel time shall be paid by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather.

9.03 An employee who commences to work before lunch shall be paid a guaranteed four (4) hours pay at the applicable hourly rate; if an employee continues to work after noon lunch break he shall be guaranteed eight (8) hours pay at the applicable hourly rate and shall also remain at other work in his craft if requested by the foreman.

## **ARTICLE 10 - WORK CALL-IN**

10.01 Scheduling of concrete pours shall be determined prior to 4:30 p.m. the day before such pours and the Employer will give floor finishers

currently employed by such Employer a minimum of fifteen (15) hours notice if they have to commence work at or before 8:00 a.m.; four (4) hours notice shall be given on second and third call-ins. The Employer will endeavour to restrict the calling of men to commence **work** after 10:00 a.m. unless job conditions require same.

10.02 Minimum time off **between shifts** shall be six (6) hours or by mutual consent.

## **ARTICLE 11 - TRAVELLING EXPENSES**

11.01 All **work** in the Metropolitan areas will be paid as **per** the established existing Agreements in the industry. When there is no established zone system, then the Local Labourers' Agreement rates will apply.

11.02 These travelling expenses **are** paid regardless of point of residence.

### **Toronto**

Zone 1 - Shall be the area enclosed by Steeles Avenue, Dixie Road, Highway #48 and Lake Ontario.

Zone 2 - Shall be the area between Zone 1 and Major MacKenzie Drive, Brock Road and Erin Mills Parkway.

#### **Travel Allowance**

Zone 1 - Parking will be paid.

Zone 2 - \$7.00 per day and parking will be paid for by the Employer.

Work on the Toronto Islands will be deemed to be within Zone 2

Outside Zone 2 - Twenty cents (\$0.20) per kilometre per day and \$7.00 per day, plus parking.

In addition to the above, a person driving his own vehicle shall receive an additional twenty-eight cents (\$0.28) per kilometre.

11.04 Where transportation is being provided to cement masons, the Employer shall be responsible for insuring the employee in case of accident, either by Workers' Compensation or other adequate means.

11.05 When an employee supplies his own vehicle, he shall not **be** required to carry equipment other than that which he can carry on public transportation.



11.06 Employees required to stay overnight shall receive a meal allowance of forty dollars (\$40.00) per day for each day they are away or actual cost on presentation of receipts and shall be provided with clean and adequate lodging. This allowance **shall** also be paid for Saturday and Sunday if the employees are unable to return home by reason of the location of the job site.

11.07 Travel and lodging for members of Local 1059 shall be as defined in Articles 9 and 10 contained in the Local Union Schedule for Local 1059.

11.08 Employees are to stay overnight if work day and travelling time exceed sixteen (16) hours per day.

## **ARTICLE 12 - RATES OF WAGES**

12.01 Cement finishers shall receive a minimum differential of one dollar and thirty cents (\$1.30) per hour above the base labourer's rate. Where the present differential between the base labourer's rate and the cement mason's rate **is** more than one dollar and thirty cents (\$1.30) per hour, it shall remain.

12.02 The total wage package payable **shall** be the higher of the employees' home Local Schedule or the Local Schedule where the work is being performed. In no case shall the total wage and benefit package payable be less than the Local Schedule.

### **CEMENT MASON - L.I.U.N.A. LOCAL 506 - TORONTO**

<u>Date</u>	<u>Hourly Rate</u>	<u>Vac.</u>	<u>Pay</u>	<u>Welf.</u>	<u>Pens.</u>	<u>Legal</u>	<u>Train</u>	<u>Tri-</u>	<u>Total</u>	<u>Wkg.</u>
						<u>Fund</u>	<u>ing</u>	<u>Fund</u>	<u>Pkg.</u>	<u>Dues</u>
Aug 23/1998	26.35	2.63	1.57	1.88	.05	.10	.05	32.63	2% + .10	
May 1/1999	26.66	2.67	1.72	1.98	.05	.10	.05	33.23	2% + .10	
May 1/2000	26.98	2.70	1.82	2.18	.05	.10	.05	33.88	2% + .10	

Monthly Dues - Nineteen dollars (\$19.00) per month

Employer Local - Ten cents (\$0.10) per hour.

### Cement Mason 3rd year Apprentice - 90%

	Hourly Vac.		Legal Train Tri-					Total Wkg.	
	<u>Rate</u>	<u>Pay</u>	<u>Welf.</u>	<u>Pens.</u>	<u>Fund</u>	<u>ing</u>	<u>Fund</u>	<u>Pkg.</u>	<u>Dues</u>
Aug 23/1998	23.72	2.37	1.57	1.88	.05	.10	.05	29.74	2% + .10
May 1/1999	23.99	2.40	1.72	1.98	.05	.10	.05	30.29	2% + .10
May 1/2000	24.28	2.43	1.82	2.18	.05	.10	.05	30.91	2% + .10

Monthly Dues - Nineteen dollars (\$19.00) per month.

Employer Local - Ten cents (\$0.10) per hour.

### Cement Mason 2nd year Apprentice - 75%

<u>Date</u>	Hourly Vac.		Legal Train Tri-					Total Wkg.	
	<u>Rate</u>	<u>Pay</u>	<u>Welf.</u>	<u>Pens.</u>	<u>Fund</u>	<u>ing</u>	<u>Fund</u>	<u>Pkg.</u>	<u>Dues</u>
Aug 23/1998	19.76	1.98	1.57	1.88	.05	.10	.05	25.39	2% + .10
May 1/1999	20.00	2.00	1.72	1.98	.05	.10	.05	25.90	2% + .10
May 1/2000	20.24	2.02	1.82	2.18	.05	.10	.05	26.46	2% + .10

Monthly Dues - Nineteen dollars (\$19.00) per month.

Employer Local - Ten cents (\$0.10) per hour.

### Cement Mason 1st year Apprentice - 60%

<u>Date</u>	Hourly Vac.		Legal Train Tri-					Total Wkg.	
	<u>Rate</u>	<u>Pay</u>	<u>Welf.</u>	<u>Pens.</u>	<u>Fund</u>	<u>ing</u>	<u>Fund</u>	<u>Pkg.</u>	<u>Dues</u>
Aug 23/1998	15.81	1.26	1.57	Nil	.05	.10	.05	18.84	2% + .10
May 1/1999	16.00	1.28	1.72	Nil	.05	.10	.05	19.20	2% + .10
May 1/2000	16.19	1.30	1.82	Nil	.05	.10	.05	19.51	2% + .10

Monthly Dues - Nineteen dollars (\$19.00) per month.

Employer Local - Ten cents (\$0.10) per hour.

### CEMENT MASON - L.I.U.N.A. LOCAL 527 - OTTAWA

As per Local 527 Cement Finishers Schedule.

**CEMENT MASON - CONSTRUCTION AND ALLIED WORKERS.  
LOCAL UNION 607 - THUNDER BAY**

All terms and conditions as provided for in the Agreement between the Cement Finishers Division of the Construction Association of Thunder Bay Inc. and L.I.U.N.A. Local 607, are incorporated in and form part of this Agreement and in the event of conflict, shall prevail over the general terms of this Agreement and this Appendix.

**CEMENT MASON - L.I.U.N.A. Local 625 - WINDSOR**

All terms and conditions as provided in the Local Union Schedule.

**CEMENT MASON - L.I.U.N.A. LOCAL 837 - HAMILTON**

<u>Date</u>	Basic				Train			Total	Wkg
	Hourly	Vac.			Bldg	Tri-	OHF		
	<u>Rate</u>	<u>Pay</u>	<u>Welf.</u>	<u>Pens.</u>	<u>Fund</u>	<u>Fund</u>	<u>OHF</u>	<u>Pkg.</u>	<u>Dues*</u>
Aug 15/1998	23.69	2.36	1.80	2.22	.52	.05	.05	30.64	.49
May 1/1999	23.82	2.38	1.90	2.42	.62	.05	.05	31.24	.54
May 1/2000	24.00	2.40	2.05	2.72	.62	.05	.05	31.89	.59

Industry Fund: ten cents (\$0.10) per hour

**3rd year Apprenticeship 90% of the Cement Finisher rate:**

	Basic				Train			Total	Wkg
	Hourly	Vac.			Bldg	Tri-	OHF		
	<u>Rate</u>	<u>Pay</u>	<u>Welf.</u>	<u>Pens.</u>	<u>Fund</u>	<u>Fund</u>	<u>OHF</u>	<u>Pkg.</u>	<u>Dues*</u>
Aug 15/1998	21.27	2.13	1.80	2.22	.52	.05	.05	28.04	.49
May 1/1999	21.43	2.14	1.90	2.42	.62	.05	.05	28.61	.54
May 1/2000	21.60	2.16	2.05	2.72	.62	.05	.05	29.25	.59

Industry Fund: ten cents (\$0.10) per hour

**2nd year Apprenticeship 75% of the Cement Finisher rate:**

<u>Date</u>	Basic		Train					Total	Wkg
	Hourly	Vac.	Bldg	Tri-	Fund	Fund	O/HF		
	<u>Rate</u>	<u>Pay</u>	<u>Welf.</u>	<u>Pens.</u>	<u>Fund</u>	<u>Fund</u>	<u>O/HF</u>	<u>Pkg.</u>	<u>Dues*</u>
Aug 15/1998	17.73	1.77	1.80	2.22	.52	.05	.05	24.14	.49
May 1/1999	17.86	1.79	1.90	2.42	.62	.05	.05	24.69	.54
May 1/2000	18.00	1.80	2.05	2.72	.62	.05	.05	25.29	.59

Industry Fund: ten cents (\$0.10) per hour

**1st year Apprenticeship 60% of the Cement Finisher rate:**

<u>Date</u>	Basic		Train					Total	Wkg
	Hourly	Vac.	Bldg	Tri-	Fund	Fund	O/HF		
	<u>Rate</u>	<u>Pay</u>	<u>Welf.</u>	<u>Pens.</u>	<u>Fund</u>	<u>Fund</u>	<u>O/HF</u>	<u>Pkg.</u>	<u>Dues*</u>
Aug 15/1998	14.18	1.13	1.80	2.22	.52	.05	.05	19.95	.49
May 1/1999	14.29	1.14	1.90	2.42	.62	.05	.05	20.47	.54
May 1/2000	14.40	1.15	2.05	2.72	.62	.05	.05	21.04	.59

Industry Fund: ten cents (\$0.10) per hour

\*Working Dues also includes ten cents (\$0.10) per hour Ontario Provincial District Council Working Dues.

**CEMENT MASON - L.I.U.N.A. Local 1059**

<u>Effective</u>	<u>Wages</u>	<u>Vac.</u>			<u>Train.</u>	<u>Total Work</u>			<u>OPDC Ind. Fund</u>
		<u>Pay</u>	<u>Welf.</u>	<u>Pens.</u>		<u>Pkg.</u>	<u>Dues</u>	<u>Dues</u>	
Aug 13/1998	24.22	2.42	1.40	1.60	.20	29.84	.41	.10	.10
Dec 1/1998	24.16	2.42	1.40	1.66	.20	29.84	.41	.10	.10
May 1/1999	24.53	2.45	1.60	1.66	.20	30.44	.42	.10	.10
May 1/2000	25.12	2.51	1.60	1.66	.20	31.09	.43	.10	.10

**Cement Mason 3rd year Apprentice - 90%**

Effective	Vac.		Welf.	Pens.	Train.	Total Pkg.	Work Dues	OPDC Dues	Ind. Fund
	Wages	Pay							
Aug 13/1998	21.80	2.18	1.40	1.60	.20	27.18	.41	.10	.10
Dec 1/1998	21.75	2.17	1.40	1.66	.20	27.18	.41	.10	.10
May 1/1999	22.08	2.21	1.60	1.66	.20	27.75	.42	.10	.10
May 1/2000	22.61	2.26	1.60	1.66	.20	28.33	.43	.10	.10

**Cement Mason 2nd year Apprentice - 75%**

Effective	Vac.		Welf.	Pens.	Train.	Total Pkg.	Work Dues	OPDC Dues	Ind. Fund
	Wages	Pay							
Aug 13/1998	18.17	1.82	1.40	1.60	.20	23.19	.41	.10	.10
Dec 1/1998	18.12	1.81	1.40	1.66	.20	23.19	.41	.10	.10
May 1/1999	18.40	1.84	1.60	1.66	.20	23.70	.42	.10	.10
May 1/2000	18.84	1.88	1.60	1.66	.20	24.18	.43	.10	.10

**Cement Mason 1st year Apprentice - 60%**

Effective	Vac.		Welf.	Pens.	Train.	Total Pkg.	Work Dues	OPDC Dues	Ind. Fund
	Wages	Pay							
Aug 13/1998	14.53	1.16	1.40	1.60	.20	17.29	.41	.10	.10
Dec 1/1998	14.53	1.16	1.40	1.66	.20	17.29	.41	.10	.10
May 1/1999	14.71	1.17	1.60	1.66	.20	17.68	.42	.10	.10
May 1/2000	15.07	1.20	1.60	1.66	.20	18.07	.43	.10	.10

**CEMENT MASON - L.I.U.N.A. LOCAL 1089**

Effective	Vac.		GRSP	Welf.	Pens.	Tri-Fund	Total Train.	Work Pkg.	Dues
	Wages	Pay							
Aug 13/1998	24.07	1.92	1.75	1.00	1.44	.05	.10	30.33	.87
May 1/1999	24.58	1.96	1.75	1.00	1.44	.05	.15	30.93	.89
May 1/2000	25.13	2.01	1.75	1.00	1.44	.05	.20	31.58	.91

Ontario District Council Dues: Deduct from net rate .10 per hour earned  
 Employer Association Fund: Employer contribution .13 per hour earned  
 Industry Fund: Employer contribution .10 per hour earned

### **Cement Mason 3rd year Apprentice - 90%**

Effective	Wages	Vac. Pay	GRSP	Welf.	Pens.	Tri- Fund	Train.	Total Pkg.	Work Dues
Aug 13/1998	21.66	1.73	1.75	1.00	1.44	.05	.10	27.73	.87
May 1/1999	22.12	1.76	1.75	1.00	1.44	.05	.15	28.27	.89
May 1/2000	22.61	1.80	1.75	1.00	1.44	.05	.20	28.85	.91

Ontario District Council Dues: Deduct from net rate .10 per hour earned  
Employer Association Fund: Employer contribution .13 per hour earned  
Industry Fund: Employer contribution .10 per hour earned

### **Cement Mason 2nd year Apprentice - 75%**

Effective	Wages	Vac. Pay	GRSP	Welf.	Pens.	Tri- Fund	Train.	Total Pkg.	Work Dues
Aug 13/1998	18.05	1.44	1.75	1.00	1.44	.05	.10	23.83	.87
May 1/1999	18.43	1.47	1.75	1.00	1.44	.05	.15	24.29	.89
May 1/2000	18.84	1.50	1.75	1.00	1.44	.05	.20	24.78	.91

Ontario District Council Dues: Deduct from net rate .10 per hour earned  
Employer Association Fund: Employer contribution .13 per hour earned  
Industry Fund: Employer contribution .10 per hour earned

### **Cement Mason 1st year Apprentice - 60%**

Effective	Wages	Vac. Pay	GRSP	Welf.	Pens.	Tri- Fund	Train.	Total Pkg.	Work Dues
Aug 13/1998	14.44	1.15	1.75	1.00	NIL	.05	.10	18.49	.87
May 1/1999	14.74	1.17	1.75	1.00	NIL	.05	.15	18.86	.89
May 1/2000	15.07	1.20	1.75	1.00	NIL	.05	.20	19.27	.91

Ontario District Council Dues: Deduct from net rate .10 per hour earned  
Employer Association Fund: Employer contribution .13 per hour earned  
Industry Fund: Employer contribution .10 per hour earned

ARTICLE 13 - CLASSIFICATION - APPRENTICES

13.01 Apprentices employed under the jurisdiction of the Agreement shall be required to attend apprenticeship school when directed to do so by the Local Apprenticeship Committee.

13.02 Any apprentice refusing to attend or not attending school when directed by the Local Apprenticeship Committee, shall be sufficient cause for suspension or discharge from employment within the terms of this Agreement.

13.03 All apprentices shall be governed by the Ontario Department of Labour regulations pertaining to the *Apprenticeship and Tradesman's Qualifications Act, 1964*.

13.04 First year apprentice, 2000 hours or one (1) year of employment assuming a minimum of 500 hours worked in that year. First year sixty percent (60%) of effective journeyman rate.

Second year apprentice, two thousand (2000) hours or one (1) year of employment assuming a minimum of five hundred (500) hours worked in that year. Second year, seventy-five percent (75%) of the effective journeyman rate.

Third year apprentice, two thousand (2000) hours or one (1) year of employment assuming a minimum of five hundred (500) hours worked in that year. Third year, ninety percent (90%) of the effective journeyman rate.

All terms and conditions of this Agreement shall apply to all apprentices except for first year apprentices who will receive only eight percent (8%) vacation pay, and be excluded from pension contributions. The aforementioned provisions shall only apply to first year apprentices hired after May 1st, 1980.

As in accordance with the policy established by the Union/Management, a committee to be established to meet and make recommendations to the Ministry of Skills Development.

13.05 Upon completion of three (3) years apprenticeship training, the apprentice must make application to become a journeyman. Production of the Journeyman's Certificate shall entitle him to journeyman's rate then in effect.

13.06 The Employer agrees to hire one (1) apprentice to every five (5) journeymen on their payroll. No apprentice shall work without a journeyman. Apprentices shall be entitled to the same privileges as the cement masons journeymen.

#### **ARTICLE 14 - TRAINING FUNDS**

14.01 In accordance with Article 18 - Trust Funds of the Master Agreement, the Employer agrees to contribute to the appropriate Training Plan, at the rate provided for in Article 11 - Rates of Wages, for each hour earned by each employee covered by this Appendix, or as provided for in Article 2 - Union Security, Section 2.06 of this Appendix.

#### **ARTICLE 15 - CEMENT MASONS FOREMAN**

15.01 Whenever six (6) or more cement masons are working on a job, there will be a working foreman who shall be a member of a Local Union and he shall be under the direction of the Employer as his agent, except in instances when the Employer personally directs the job. The cement mason foreman's rate of pay shall be one dollar and fifty cents (\$1.50) per hour minimum. above the contracted cement mason journeyman's rate.

#### **ARTICLE 16 - JURISDICTION**

16.01 The operation of conveyor equipment, the operation and control of all types of vacuum mat used in the drying of cement floors in preparing same for finish, the operation of power driven floats and trowelling machines is the work of the cement masons. The finishing or washing of all concrete construction including silos, application of concrete sealers, patterned concrete whether done by stamping or other means of impression, installation of fillers or sealants to floor joints and sitework including walkways, roadways and ramps, elevators and smoke stacks, using any colour pigment when mixed with cement in any other form - mosaic and nail coat whether done by brush, broom, trowel, float or any other process including the operation of machines for scoring floors, saw cutting, or for any other purposes used in connection with the cement mason's trade. The rodding or screeding and tamping of all concrete floors and the finishing of



all top materials, suits, coping, steps, stairs and risers shall be the work of the cement masons. It is agreed that where the Union has been notified and is unable to supply cement masons, the Employer may do the work with his own forces. This shall apply to rough screeding in areas up to fifteen hundred (1,500) square feet. All preparatory work on concrete construction to be finished or rubbed, such as construction of bulkheads, cutting of nails, wires, wall ties, etc., patching, brushing, chipping and hush hammering, rubbing or grinding if done by machine, or carborundum stone of all concrete construction. All glass set in concrete. The installation of tiles and wire mesh, all tile cast into concrete monolithically. The installation of metal or synthetic fibres. The installing of concrete fibres into concrete mix on site. The pointing and patching around all steel or metal window frames that touch concrete. All dry packing, grouting and finishing in connection with the setting of all machinery such as engines, pumps, generators, air compressor, tanks, etc., that are set on concrete foundations, including the finishing, rubbing grouting, pointing and patching of same. The curing of finished concrete, when necessary, by chemical compounds shall be part of the jurisdiction of the cement mason.

The operation of all remote control equipment. The operation of all equipment for the mechanical screeding of concrete. The screeding, darbying and trowel finishing of all types of epoxies, traprock, and magnesium oxychloride cement composition floors shall be the work of the magnesite composition cement mason; all types of oxychloride granolithic floors including hand grinding and machine grinding of same; the preparation of all sub-floor surfaces to receive same bonding; the preparation and installation of ground or base courses, steps and cove base. The purpose and intent of the six inch base law will not be defeated. All magnesite composition installation work shall be done under the supervision of a competent and qualified magnesite composition cement mason. Screeding and finishing of sidewalks, concrete finishing, placing and grinding of all plastic floors on job sites. Motorized buggy or similar equipment used to move or pour concrete.

The Employer agrees to support the Union's endeavour to have the concrete slump increased.

In the event that during the term of this Collective Agreement industry development or practice results in a requirement for classifications within the jurisdiction of the Union not provided for herein, the Employer and the Union shall meet within fifteen (15) days notice of either upon the other and commence negotiations, the sole and restricted purpose of which shall be to

establish such classifications to be included in this Appendix.

## ARTICLE 17 - WORKING CONDITIONS

17.01 The Employer agrees to supply protective rainwear and protective clothing not normally required by the employee in the normal course of his duties to members of the Union.

17.02 Every apprentice and journeyman must have the following equipment:

1	6" Chisel	1	Magnesium or steel float
1	10" Chisel	1	Wood Float
1	Rub Stone	1	Rub Float
1	Rubber Float	1	Set of Knee Pads
1	Chipping Hammer	1	Set of Sidewalk Edgers, Sidewalk Size
1	Mesh Hammer	1	Small Pointing Trowel
1	Set of Centre Joint Edger, Sidewalk	1	Plaster Size Square Trowel
1	Set of Floor Joint Edger		
1	24" Level	2	14" Floor Trowels
1	Measuring Tape	1	Chalk Line

17.03 The Employer is to supply any other tools needed that are not listed above which shall be returned to the Employer.

17.04 On night work, and for safety reasons, on mechanical equipment there shall be at least two (2) men on the job at all times, one of which could be an apprentice.

17.05 A committee composed of representatives from Employers and Unions will be set up to meet with appropriate representatives of the industry to establish reasonable standards for the concrete slump.

## ARTICLE 18 - CLOTHING PROTECTION

18.01 The Employer agrees to compensate employees on proof of loss of clothing damaged by fire or theft on the job site up to an amount of two hundred dollars (\$200.00) including personal tools from a company designated facility.

## **ARTICLE 19 - SWING SCAFFOLD - SUSPENDED SCAFFOLD**

19.01 The Employer agrees to pay cement masons an additional one dollar and seventy-five cents (**\$1.75**) per hour for swing scaffold work, suspended scaffold, bosun's chair work and platforms in excess of fifteen (**15**) feet.

## **ARTICLE 20 - WELFARE**

20.01 In accordance with Article 18 - Trust Funds, of the Master Portion, the Employer agrees to contribute to the appropriate Health & Welfare Plan at the rate provided for in Article 12 - Rates of Wages, for each hour worked by each employee covered by **this** Appendix or as provided for in Article 2 - Union Security, Section **2.06** of this Appendix.

20.02 The parties agree to review welfare contributions May 1, 1999 for Local **506**.

## **ARTICLE 21 - PENSION**

21.01 In accordance with Article 18 - Trust Funds, of the Master Portion, the Employer agrees to contribute to the Labourers' Pension Fund of Central and Eastern Canada at the rate provided for in Article 11 - Rates of Wages for each hour worked by each employee covered by this Appendix, or as provided for in Article 2 - Union Security, Section **2.06** of this Appendix.

## **ARTICLE 22 - EMPLOYER FUND**

22.01 Each Employer employing a journeyman cement mason shall contribute ten cents (**\$0.10**) per hour worked to the "Employer Fund". Such contribution shall be remitted to the Administrator of the Concrete Floor Contractors Association of Ontario, 70 Leek Crescent, Richmond Hill, Ontario **LAB 1H1**, by the fifteenth (15th) day of the month following the month in which contributions were made, together with a supporting form showing source of contribution.

## **ARTICLE 23 - VACATION PAY**

23.01 Vacation pay for all employees covered by **this** Appendix **shall** be paid

weekly at the rate of ten percent (10%) of gross wages earned, except as provided for in Article 13.04 for first year apprentices hired after May 1st, 1980.

Employers who remit vacation pay in accordance with a Vacation Pay Trust Fund, shall continue to do so.

Of the ten percent (10%) payable herein, four percent (4%) shall be vacation pay and six percent (6%) shall be payment in lieu of statutory holidays.

## **ARTICLE 24 - IN-PLANT MAINTENANCE**

**24.01** Rates of wages for in-plant maintenance work performed in the jurisdictional territory of Local 837, Hamilton only. For in-plant maintenance performed directly for the company, on weekend work up to eight (8) hours per day regular rate plus three dollars (\$3.00) per hour premium.

**24.02** In-plant maintenance work in the territorial jurisdiction of Local 493, Sudbury, shall be performed under the applicable Agreement covering such work.

## **ARTICLE 25 - INTERPRETATION OF THIS AGREEMENT**

**25.01** In the event there is a conflict between the common clauses of the Master Agreement, and this Appendix for cement finishing, then this Appendix will prevail in all cases.

## **ARTICLE 26 - WORK DISTRIBUTION**

**26.01** The Employer is to attempt to distribute work as evenly as is possible among his work crew. The Employer will endeavour to retain those employees with the most seniority.

## **ARTICLE 27 - LOCAL SCHEDULE EXEMPTION OR AMENDMENT**

**27.01** The provisions of Article 22 of the Master Portion shall apply to this Appendix. Notification of exemptions or amendments shall be made in writing to the Association.

**SUB-APPENDIX TO  
CEMENT FINISHERS APPENDIX**

**ARTICLE 1 - APPLICATION**

1.01 This schedule shall apply to employees engaged in the repair, rehabilitation and maintenance of existing garages and parking structures.

**ARTICLE 2 - HOURS OF WORK**

2.01 The regular work week shall be forty-five **(45)** hours with a maximum of ten (10) hours per day at the regular hourly rate Monday to Saturday inclusive.

2.02 The employee will have the individual option of refusing Saturday work and there will be no discrimination against any employee who does not work Saturday.

2.03 Shift and irregular starting time premiums do not apply

**ARTICLE 3 - OVERTIME**

3.01 **All** work performed in excess of the regular work week and maximum work day shall be overtime work. The rate of wages Monday to Saturday shall be time and one-half the regular hourly rate. The rate of wages on Sunday shall be two times the regular hourly rate. There shall be no pyramiding of overtime under this Article.

**ARTICLE 4 - REPORTING ALLOWANCE**

4.01 Reporting time for inclement weather shall be one (1) hour.

**ARTICLE 5 - RECALL**

5.01 Recall shall be as indicated in Local Schedules within a minimum recall period of **six (6)** months.

## **ARTICLE 6 - TRANSPORTATION. ROOM AND BOARD**

6.01 There shall be a free daily travel zone extending to a radius of forty (40) kilometres from the Federal building, project, or other starting point as indicated in Local Schedules with the following exceptions:

(a) **Local 506 - Toronto**

Zone 1 - The area bounded by the east boundary of Highway 10 in the west, the south boundary of Highway 7 in the north and the Metropolitan Toronto boundary in the east.

Zone 2 - The jurisdictional area outside of Zone 1.

Travelling Expenses:

**Work in Zone 1** - no travelling expense

**Work in Zone 2** - as per Local Schedule

(b) **Local 527 - Ottawa**

All daily travel as per Local Schedule

(c) **Local 1059 - London**

All daily travel as per Local Schedule

6.02 Daily travel expense payments outside the free zone shall be in accordance with Local Schedules.

6.03 Room and board allowances shall be in accordance with Local Schedules.

## **ARTICLE 7 - SUB-CONTRACTING**

7.01 The Employer agrees not to sublet work normally performed by its own employees to Employers who are not in contractual relations with the Union.

7.02 For work not normally performed by its own employees, preference

shall be given to companies in contractual relations with the Union, provided they are reasonably competitive.

## **ARTICLE 8 - CLASSIFICATIONS AND WAGE RATES**

8.01 Skilled restoration worker - 75% of base hourly wage rate in Local Schedules.

**Unskilled** restoration helper starting rate - 60% of base hourly wage rate in Local Schedules.

8.02 **An** unskilled restoration helper shall receive an increase of fifty cents (\$0.50) per hour every three (3) months of employment until his rate reaches that of the skilled restoration worker.

8.03 On each project, the Employer shall be allowed one unskilled restoration helper for up to five skilled restoration workers; two unskilled restoration helpers for six to ten skilled restoration workers and one unskilled restoration helper for each additional five skilled restoration workers.

8.04 Lead hands shall be paid a premium of one dollar (\$1.00) per hour.

8.05 If an employee working on new I.C.I. construction is transferred to restoration work for a period of two weeks or less, the employee shall be paid the full base hourly wage rate in the Local Schedule.

8.06 When a restoration worker is transferred from one area to another, there will be no reduction in the wage rate.

## **ARTICLE 9 - BENEFIT PLANS**

9.01 Payments for the following: vacation pay, welfare, pension, union administration fund and employer's administration fund, shall be made in accordance with Local Schedules.

## **WATERPROOFING APPENDIX**

**BETWEEN:**

**SEALANT AND WATERPROOFING ASSOCIATION**

**- and -**

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
AND THE LABOURERS' INTERNATIONAL UNION OF NORTH  
AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL**

forming an integral part of the Collective Agreement between:

- LABOUR RELATIONS BUREAU OF THE ONTARIO GENERAL CONTRACTORS ASSOCIATION
- ONTARIO MASONRY CONTRACTORS ASSOCIATION
- INDUSTRIAL CONTRACTORS ASSOCIATION OF CANADA
- SEALANT AND WATERPROOFING ASSOCIATION
- CONCRETE FLOOR CONTRACTORS ASSOCIATION OF ONTARIO

(hereinafter called the "Employer Bargaining Agency" - E.B.A.) of the First Part;

**- and -**

- THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, AND THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL, on behalf of its affiliated Local Unions 183, 247, 491, 493, 506, 527, 597, 607, 625, 837, 1036, 1059, 1081 and 1089

(hereinafter called the "Union") of the Second Part.



## **ARTICLE 1 - SCOPE**

1.01 The Employer recognizes the Labourers' International Union of North America and the **Labourers'** International Union of North America, Ontario Provincial District Council as the sole and exclusive bargaining agent for all employees for whom the Union has bargaining rights engaged in all waterproofing and restoration **as** defined in Article 10 of **this** Appendix, for the Province of Ontario. This Appendix shall also apply to all other Employers who are engaged as waterproofing contractors and for whose employees the Union has bargaining rights.

## **ARTICLE 2 - HIRING AND UNION SECURITY**

2.01 The Employer agrees to employ only members who are in good standing with Local Unions affiliated to the Labourers' International Union of North America, Ontario Provincial District Council, for **work** coming within the scope of this Appendix.

2.02 The Employer agrees that when hiring new employees covered by this Appendix, he shall call the Local Union office at least twenty-four (**24**) hours in advance for his needed supply of men; over fifty (50) kilometres, forty-eight (**48**) hours in advance.

2.03 Providing members of the Union are not available, the Employer may obtain his needed supply of **waterproofers** elsewhere, and shall inform the Local Union the names of such men on the date of their employment and the Business Representative of the Local Union shall be granted permission to interview them with a view of recruiting them into Union membership. In the event that any such man does not elect to become a member of the Local Union within five (**5**) **working days** following his employment, he shall cease to be employed by the Employer.

2.04 The Employer may request by name the recall of an employee who has worked during the preceding twelve (**12**) months for the Employer, provided that the Employer shall give preference to the most senior employees who are currently on layoff if these employees can perform the work available.

**2.05** Each employee shall, when working in a position within the bargaining unit described herein, be required as a condition of employment to have his regular monthly dues checked off. The Employer agrees to make such deduction from the pay of each employee at the beginning of each calendar month and to remit the same not later than the fifteenth (15th) day of the month following such deduction to the Financial Secretary-Treasurer of the Local Union.

**2.06** The Employer shall, when remitting such dues, name the employees from whose pay such deductions have been made and also the names of the employees who have left the employ of the Employer since the last payment and the names of the employees who have been hired by the Employer, together with their addresses. The Employer shall have the right to send employees from his principal centre of operations to perform work covered by **this** Appendix to **work** anywhere within the Province of Ontario. When the Employer desires to hire general labourers, they shall be governed by the provisions of the Master Agreement.

**2.07** Within the geographic jurisdiction of Local 506 only, it is agreed that students may be hired during the summer period provided there are no journeymen or improvers available and a maximum ratio for any company shall be one student for seven (7) journeymen or improvers.

### **ARTICLE 3 - VACATION PAY**

**3.01** Vacation pay for all employees covered by this Appendix shall be paid at the rate of ten percent (10%) of gross wages earned.

Vacation pay to be paid weekly. Of the ten percent (10%) payable herein, four percent (4%) shall be vacation pay and six percent (6%) shall be payment in lieu of statutory holidays. Employers who remit vacation pay in accordance with a Vacation Pay Trust Fund, shall continue to do so. It is agreed and understood that the total amount contained in the agreement will not change.

### **ARTICLE 4 - CLASSIFICATIONS AND METHOD OF PAYMENT**

**4.01** Employees under **this** Agreement shall mean journeymen waterprooferers, apprentice waterprooferers, improvers and journeymen trainees,

4.02 Any employee with less than three (3) years' continuous experience in the waterproofing field will be considered a journeyman trainee. Such an employee shall become eligible to be an improver upon the completion of three (3) years' service as a journeyman trainee for Employers.

4.03 Once a workman has been classified, his classification shall not be changed from Employer to Employer.

4.04 Apprentices employed under the jurisdiction of this Agreement shall be required to attend apprenticeship school when directed to do so by the Local Apprenticeship Committee.

4.05 Any apprentice refusing to attend or not attending school when directed by the Local Apprenticeship Committee shall be sufficient cause for suspension or discharge from employment within the terms of this Agreement.

4.06 All apprentices shall be governed by the Ontario Department of Labour regulations pertaining to Cement **Masons** Ontario Regulations 199/67, pursuant to the *Apprenticeship and Tradesmen's Qualifications Act R.S.O. 1980*.

4.07 First year apprentice, two thousand (2,000) hours or one (1) year of employment assuming a minimum of five hundred (500) hours worked in that year. Second year apprentice, two thousand (2,000) hours or one (1) year of employment assuming a minimum of five hundred (500) hours worked in that year. Third year apprentice, two thousand (2,000) hours or one (1) year of employment assuming a minimum of five hundred (500) hours worked **in** that year.

All terms and conditions of this Agreement shall apply to **all** apprentices except for first year apprentices who will receive only eight percent (8%) vacation pay, and be excluded from pension contributions. The aforementioned provisions shall only apply to first year apprentices hired after May 1st, 1980.

4.08 The Apprentice Plan shall not exceed three (3) years. Upon completion, the apprentice must make application to become a journeyman.

Production of a Journeyman's Certificate shall entitle him to journeyman's rates then in effect.

4.09 If an improver or a trainee wishes to become a journeyman, he must first qualify by successfully completing the required training, and produce a certificate of qualification issued by the Department of Labour.

4.10 The parties agree to study and investigate an establishment of a Training Program which may be funded by deductions from the total wage package as may be mutually agreed upon.

4.11 Wages shall be paid and received each week by cash or cheque at the option of the Employer not later than 3:30 p.m. Thursday on the job.

4.12 Every Employer shall furnish to the employee at the time the wages are paid to the employee an attached statement that can be used for a record, clearly setting forth the following:

1. The name of the Employer.
2. The period of time for which the wages are being paid; separating the travel time hours; separating the welfare time hours; premium time hours and overtime hours.
3. Room and Board.
4. The rate of regular hourly rate of wages as it applies to each employee.
5. The amount of deductions for Income Tax, Unemployment Insurance, Canada Pension Plan, Ontario Hospital and all other voluntary contributions not covered by the Statute.
6. The amount of vacation pay credits.
7. Vehicle allowance.
8. Union dues, check-off.

4.13 In case of layoff or dismissal, all employees will receive one (1) hour's notice in advance, where possible. Local Union office to receive twenty-four (24) hours notice.

4.14 Whenever the Unemployment Insurance Separation Certificate, vacation pay and Ontario Hospital Insurance Plan Form 104 are not given to

the employee at the time of termination, they shall be sent by the Employer to the employee by registered mail within two (2) business days from the time of termination to the last known address.

## ARTICLE 5 - RATES OF WAGES - WATERPROOFING APPENDIX

### 5.01 LOCAL506 JOURNEYMAN

<u>Date</u>	<u>Hourly Vac.</u>		<u>Legal Train Tri- Total Wkg.</u>						
	<u>Rate</u>	<u>Pay</u>	<u>Welf</u>	<u>Pens</u>	<u>Fund ing</u>	<u>Fund Pkg</u>	<u>Dues</u>		
Aug 23/1998	26.08	2.61	1.57	2.12	.05	.10	.05	32.58	2%+.10
May 1/1999	26.40	2.64	1.72	2.22	.05	.10	.05	33.18	2%+.10
May 1/2000	26.72	2.67	1.82	2.42	.05	.10	.05	33.83	2%+.10

Monthly Dues - Nineteen dollars (\$19.00) per month.

Industry Fund - Ten cents (\$0.10) per hour.

### JOURNEYMAN - Improver

<u>Date</u>	<u>Hourly Vac.</u>		<u>Legal Train Tri- Total Wkg.</u>						
	<u>Rate</u>	<u>Pay</u>	<u>Welf</u>	<u>Pens</u>	<u>Fund ing</u>	<u>Fund Pkg</u>	<u>Dues</u>		
Aug 23/1998	24.29	2.43	1.57	2.12	.05	.10	.05	30.61	2%+.10
May 1/1999	24.61	2.46	1.72	2.22	.05	.10	.05	31.21	2%+.10
May 1/2000	24.93	2.49	1.82	2.42	.05	.10	.05	31.86	2%+.10

Monthly Dues - Nineteen dollars (\$19.00) per month

Industry Fund - Ten cents (\$0.10) per hour.

### APPRENTICE YEAR 3 AND TRAINEES

<u>Date</u>	<u>Hourly Vac.</u>		<u>Legal Train Tri- Total Wkg.</u>						
	<u>Rate</u>	<u>Pay</u>	<u>Welf</u>	<u>Pens</u>	<u>Fund ing</u>	<u>Fund Pkg</u>	<u>Dues</u>		
Aug 23/1998	23.08	2.31	1.57	2.12	.05	.10	.05	29.28	2%+.10
May 1/1999	23.40	2.34	1.72	2.22	.05	.10	.05	29.88	2%+.10
May 1/2000	23.72	2.37	1.82	2.42	.05	.10	.05	30.53	2%+.10

Monthly Dues - Nineteen dollars (\$19.00) per month  
 Industry Fund - Ten cents (\$0.10) per hour.

### APPRENTICE YEAR 2

Date	Hourly Vac.				Legal Fund	Train ing	Tri- Fund	Total Pkg	Wkg. Dues
	Rate	Pay	Welf	Pens					
Aug 23/1998	21.03	2.10	1.57	2.12	.05	.10	.05	27.02	2% + .10
May 1/1999	21.35	2.13	1.72	2.22	.05	.10	.05	27.62	2% + .10
May 1/2000	21.66	2.17	1.82	2.42	.05	.10	.05	28.27	2% + .10

Monthly Dues - Nineteen dollars (\$19.00) per month.  
 Industry Fund - Ten cents (\$0.10) per hour.

### APPRENTICE YEAR 1

Date	Hourly Vac.				Legal Fund	Train ing	Tri- Fund	Total Pkg	Wkg. Dues
	Rate	Pay	Welf	Pens					
Aug 23/1998	19.81	1.59	1.57	NIL	.05	.10	.05	23.17	2% + .10
May 1/1999	20.14	1.61	1.72	NIL	.05	.10	.05	23.67	2% + .10
May 1/2000	20.46	1.64	1.82	NIL	.05	.10	.05	24.12	2% + .10

Monthly Dues - Nineteen dollars (\$19.00) per month.  
 Industry Fund - Ten cents (\$0.10) per hour.

### WATERPROOFER HELPER

Date	Hourly Vac.				Legal Fund	Train ing	Tri- Fund	Total Pkg	Wkg. Dues
	Rate	Pay	Welf	Pens					
Aug 23/1998	17.00	1.36	1.57	NIL	.05	.10	.05	20.13	2% + .10
May 1/1999	17.32	1.39	1.72	NIL	.05	.10	.05	20.63	2% + .10
May 1/2000	17.65	1.41	1.82	NIL	.05	.10	.05	21.08	2% + .10

Monthly Dues - Nineteen dollars (\$19.00) per month  
 Industry Fund - Ten cents (\$0.10) per hour.

**SECTER 7 - A NEW METHOD OF ...**  
seventeen dollars (\$17.00) per hour plus benefits in accordance with the  
Apprentice (1) Classification, up to a maximum of nine hundred (900) hours  
worked.

**5.02** Journeyman waterproofers shall receive a minimum differential of one  
dollar and fifty cents (\$1.50) per hour above the base labour rate. These  
rates are based on the area of which the journeyman is a member.

## **ARTICLE 6 - SENIORITY**

**6.01** Each Employer is permitted to keep one apprentice, trainee or  
improver for every three (3) journeymen. However, on layoff, in no case  
will the ratio be no greater than one (1) apprentice, trainee, or improver for  
every three (3) journeymen.

**6.02** During layoff periods, the Employer shall endeavour to retain those  
employees with more seniority in the appropriate classification; provided in  
each case the employee's skills are normally required to perform the  
available work.

## **ARTICLE 7 - REPORTING TIME AND INCLEMENT WEATHER**

**7.01** Any waterproofer notified to report for work, then sent home because  
of no work being available, shall be paid the minimum of two (2) hours' pay  
plus travelling expenses where applicable.

**7.02** This shall not apply if the employee is notified the previous day not  
to report.

**7.03** When an employee is required to report for work and no work is  
available and he is requested to wait until work commences, his waiting time  
shall be regarded as working time in calculating the regular work days pay.

**7.04** Once an employee actually commences work, he shall be guaranteed  
a minimum of four (4) hours of work at the regular rate. Any member of a  
Local Union who works on a project which lasts more than four (4) hours,  
but less than eight (8) hours, shall receive eight (8) hours pay at regular rates  
provided that the failure to work eight (8) hours is not caused by adverse  
weather conditions.

## **ARTICLE 8 - WATERPROOFING FOREMAN**

8.01 Whenever five (5) or more waterproofers are working on a job, there will be a working foreman who shall be a member of a Local Union and he shall be under the direction of the Employer as his agent, except in instances when the Employer personally directs the job. The waterproofers foremen's rate of pay shall be one dollar and fifty cents (\$1.50) per hour minimum above the current journeyman's rate.

## **ARTICLE 9 - CRAFT JURISDICTION**

1. Applying metallic waterproofing to walls, floors, footings, ceiling and other surfaces as required.
2. Metallic mortar, cement parging and concrete toppings for protection of waterproofing floors, walls, pits, ceilings, trenches, wood float and steel trowel finish.
3. Metallic slurry coating of floors, walls, pits, trenches, etc.
4. Metallic grouting.
5. All preparation of surfaces for waterproofing.
6. Asphalt and other bituminous coating hot or cold, including reinforcing membranes and protective coverings or surfaces.
7. Asphalt and other bituminous dampproofing and all vapour barriers.
8. Caulking for the purpose of waterproofing and dampproofing.
9. Pneumatically and mechanically installed waterproofing materials.
10. Spandrel beam and column waterproofing, vapour barriers.
11. Installation of all manufactured membrane for the purpose of waterproofing and dampproofing.
12. Parging for the purpose of waterproofing and dampproofing.
13. Installation of reinforcing steel and wire mesh on concrete and masonry restoration work.
14. Installation and removal of bleed and drain systems for the purpose of waterproofing.
15. Application of clear and opaque weatherproofing and water repellent materials on concrete and masonry.
16. Formwork for waterproofing and restoration.
17. Concrete restoration for the purpose of weatherproofing.
18. Sandblasting and acid etching for application of waterproofing and weatherproofing, vapour barriers, membranes, waterproof paints, etc.



19. Sandblasting, acid and alkali cleaning of walls as part of restoration and weatherproofing or waterproofing work.
20. Application or installation of any material for the purpose of waterproofing, weatherproofing, dampproofing, acid proofing, roofing or restoration.
21. Hot and cold joint sealing work.
22. All gunite and sandblasting and rough screeding.
23. Insulation in conjunction with waterproofing, weatherproofing, dampproofing, roofing or restoration **work**.
24. Installation of expansion joint materials for the purpose of waterproofing, etc.
25. Scaffolding as required to perform waterproofing.
26. Synthetic resins **or** compounds as used for waterproofing, etc., or protective toppings for same.
27. Hot and cold mastic.
28. Hot and cold plastic.
29. Plastics, esters, vinyls, rubber latex, magnesite and epoxies in all its forms.
30. Installation of reinforcing steel and wire mesh in conjunction with protective coatings.
31. Plastic joints, hot and cold, on runways.
32. **All** gunite, sandblasting and rough screeding.
33. Supplying and applying mixed on site insulation materials such as vermiculite and zonolite.
34. Supplying and applying hot mastic to tank linings, sumps, channels, with acidproofing hot mastic.

## **ARTICLE 10 - JURISDICTIONAL TERRITORY**

10.01 The geographical jurisdiction of this Appendix shall be the Province of Ontario.

## **ARTICLE 11 - TRAVELLING AND LIVING EXPENSES**

11.01 Car allowance will be paid to each employee required to use his own automobile on company business. Employees will be paid thirty-three cents (**\$0.33**) per kilometre.

11.02 If the employee is transported to the job site he shall be paid for all time spent travelling both ways at the regular rate of pay, the point of departure will be the Employer's yard.

11.03 **Board Allowance**

Employees required to stay overnight shall receive a meal allowance of forty dollars (\$40.00) per day for each day they are away or actual cost on presentation of receipts and shall be provided with clean and adequate lodging. This allowance shall also be paid for Saturday and Sunday if the employees are unable to return home by reason of the location of the job site.

11.04 **Meal Allowance**

If an employee's paid hours in any day, including travel time, exceed twelve (12) hours, he shall be paid a reasonable meal allowance upon presentation of proper vouchers.

11.05 **Travelling Time Allowance**

Employees who are required to work outside the limits described as follows: Metropolitan areas will be paid straight time from the time they cross these limits and the same amount after returning home from work. **An** Employer with his principal centre of operations outside of Metropolitan Toronto will have a free zone area as described in the existing Labourers' Local Union Schedules.

11.06 **Parking Allowance**

The Employer to pay for parking where applicable up to a maximum of ten dollars (\$10.00) per day, except where parking is provided.

**ARTICLE 12 - WORK DAY, WORK WEEK AND SHIFT WORK**

12.01 The normal work week shall be comprised of eight (8) hours per day between the hours of 7:00 a.m. and 4:30 p.m. Monday, Tuesday, Wednesday, Thursday and Friday.

12.02 All **hours** worked in excess of eight (8) hours a day or forty (40) hours a week shall be paid at the rate of time and one-half.

**12.03** All work performed on Saturday, Sunday and any legal holiday shall be paid at the rate of double time. Legal holidays are as follows:

- |     |                |                  |
|-----|----------------|------------------|
| (a) | New Year's Day | Labour Day       |
|     | Good Friday    | Thanksgiving Day |
|     | Victoria Day   | Christmas Day    |
|     | Dominion Day   | Boxing Day       |
|     | Civic Holiday  | Heritage Day     |

Whenever Heritage Day shall be declared a holiday by the Government of Ontario under the *Employment Standards Act*, it shall be paid at double time the current wage rates as defined in Article 5.

(b) If any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately following the weekend. Vacation pay shall include an amount in lieu of payment of holidays.

(c) When any of the above-named holidays fall on a Tuesday, Wednesday or Thursday, the Employer and Local Union Business Manager may, by mutual agreement, reschedule the holiday to a Monday or a Friday.

#### **12.04 Make-Up Time**

Where time is lost during regular work hours on exterior work or other work affected by inclement weather (excluding hot mastic traffic topping work), voluntary make-up hours may be worked at straight time but not to exceed two (2) hours in any one day during the regular work week, or eight (8) hours on Saturday, up to a maximum of eight (8) hours in any week. It is understood and agreed that such make-up hours must be worked in the calendar week in which they were lost.

The above **shall** not be construed as a guarantee that there is any daily or weekly number of hours available.

**12.05** A regular second **shift** shall consist of a maximum of eight (8) hours per day and a maximum of forty (40) hours per week. The second **shift** will commence between the hours of 3:30 p.m. and 7:30 p.m., provided however, that the Friday second **shift** will commence between 1:00 p.m. and 7:30 p.m. and such second **shift** will be scheduled for a minimum of eight

(8) hours. All work on the second shift is to be paid at a premium of two dollars and fifty cents (\$2.50) per hour in excess of the employee's classified rate.

### **ARTICLE 13 - SWING SCAFFOLD AND SUSPENDED SCAFFOLD**

13.01 The Employer agrees to pay waterproofers a premium of one dollar and seventy-five cents (**\$1.75**) per hour for swing scaffold work, suspended scaffold work and bosun's chair work.

### **ARTICLE 14 - PICKET LINES**

14.01 The refusal to cross a picket line in support of a legal strike among employees of the Employer shall not be considered a breach of this Agreement.

### **ARTICLE 15 - WORKING CONDITIONS**

15.01 The employee shall be required to provide himself with any and all hand tools, with the exception of brooms, brushes and squeegees, which are usual to the waterproofing trade.

15.02 The Employer will attempt to distribute all hours of employment as evenly as possible.

15.03 Employees to be allowed sufficient time on each shift to clean up and put away tools and equipment.

15.04 Dust masks and safety goggles to be supplied by the Employer at the Employer's expense. If masks and goggles are not returned by the employee to the Employer, the employee shall be charged with the cost for same.

15.05 On night work, and for safety reasons, on mechanical equipment there shall be at least two (2) men on the job at all times, one of which could be an apprentice.

## **ARTICLE 16 - CLOTHING PROTECTION**

16.01 The Employer agrees to compensate employees on proof of loss of clothing damaged by fire or theft on the job site up to an amount of two hundred dollars (\$200.00). including safety boots **up** to a maximum of ninety dollars (\$90.00).

## **ARTICLE 17 - SUB-CONTRACTING**

17.01 The Employer agrees not to sublet work normally performed by its own employees as defined in this Appendix to Employers who are not in contractual relations with the Union.

## **ARTICLE 18 - COFFEE BREAK**

18.01 **An** employee will be allowed to have one (1) paid work break of ten (10) minutes during each half of his working shift (midpoint).

## **ARTICLE 19 - EMPLOYER FUND**

19.01 Each Employer employing a journeyman waterproofer, improver, journeyman, trainee and apprentice waterproofers shall contribute eleven cents (\$0.11) per hour to the Employer Fund. Such contribution shall be remitted by the Administrator directly to the:

Sealant and Waterproofing Association,  
c/o Duron Ontario Ltd.,  
1860 Shawson Drive, Mississauga, Ontario L4W 1R7

by the fifteenth (15th) day of the month following the month in which contributions were made, together with a supporting form showing the source of contribution.

## **ARTICLE 20 - INTERPRETATION OF THIS AGREEMENT**

20.01 In the event there is a conflict between the common clauses of the Master Agreement and this "Appendix for Waterproofing", then this Appendix will prevail in all cases.

## **ARTICLE 21 - WELFARE**

21.01 In accordance with Article 18 - Trust Funds, of the Master Agreement, the Employer agrees to contribute to the appropriate Health and Welfare Plan at the rate provided for in Article 5 - Rate of Wages, for each hour worked by each employee covered by this Appendix, or as provided for in Article 2 - Union Security, Section 2.06 of this Appendix.

## **ARTICLE 22 - PENSION**

22.01 In accordance with Article 18 - Trust Funds, of the Master Agreement, the Employer agrees to contribute to the Labourers' Pension Fund of Central and Eastern Canada, at the rate provided for in Article 5 - Rates of Wages, for each hour worked by each employee covered by this Appendix, or as provided for in Article 2 -Union Security, Section 2.06 of this Appendix.

## **ARTICLE 23 - TRAINING**

23.01 In accordance with Article 18 - Trust Funds, of the Master Agreement, the Employer agrees to contribute to the appropriate Training Plan, at the rate provided for in Article 5 - Rates of Wages, for each hour earned by each employee covered by this Appendix, or as provided for in Article 2 - Union Security, Section 2.06 of this Appendix.

## **ARTICLE 24 - LOCAL SCHEDULE EXEMPTION OR AMENDMENT**

24.01 Where a particular clause, article or provision contained within a Local Union Schedule and/or Trade Appendix and not within the Master Portion of this Agreement works a hardship on a specific geographic area within the jurisdiction of a Local Union, the Local Union and the Local Employer's Group may reach a Memorandum of Local Exemption or Amendment, in writing, to exempt or amend the particular clause, article or provision of the Local Union Schedule and/or Trade Appendix for the geographic area within the jurisdiction of the Local Union specified in the Memorandum of Local Exemption or Amendment.

24.02 The Local Union **shall** have exclusive discretion to determine whether

in fact a particular clause, article or provision contained within its Local Union Schedule and/or Trade Appendix works a hardship on a specific geographic area within the jurisdiction of the Local Union.

(a) In the event that a Local Union or Local Employer Association unreasonably withholds permission for Local Exemption or Amendment, then the matter may be referred to the Ontario Provincial District Council and the Employer Bargaining Agency for assistance.

24.03 Any such Memorandum of Local Exemption or Amendment shall be submitted to the parties to this Agreement designated by the Minister of Labour for their adoption and endorsement. Any such Memorandum of Local Exemption or Amendment shall have no force or effect **unless** and until the designated parties to **this** Agreement adopt and endorse the said Memorandum of Local Exemption or Amendment whereupon it shall be effective and apply only to the geographic area within the jurisdiction of the Local Union as specified therein.

24.04 Any such Memorandum of Local Exemption or Amendment, when adopted and endorsed by the designated parties to this Agreement, shall amend the specific clauses, articles or provisions of the applicable Local Union Schedule and/or Trade Appendix as necessary from time to time. Any such Memorandum of Local Exemption of Amendment shall expire in accordance with its terms or on the expiry date of **this** Agreement, whichever occurs first, at which time the operative provisions of the Local Union Schedule and/or Trade Appendix shall be as originally agreed to between the parties in accordance with the *Labour Relations Act*.

**LOCAL UNION SCHEDULE FOR  
LOCAL 183 - TORONTO**

**ARTICLE 1 - PILE DRIVING, ETC.**

1.01 The rates and other individual employee working conditions for construction labourers engaged in pile driving, caisson and lagging operations which are set out in the Collective Agreement between Local Union 183 and The Heavy Construction Association of Toronto, are hereby incorporated into and form part of this Schedule.

**ARTICLE 2 - LANDSCAPING**

2.01 The rates and other individual employee working conditions for construction labourers engaged in landscaping which are set out in the prevailing Collective Agreement between Local Union 183 and Landscaping Employers, are hereby incorporated into and form part of this Schedule.

**ARTICLE 3 - SEWERS AND WATERMANS**

3.01 The rates and other individual employee working conditions for construction labourers engaged in sewers, watermains and drains construction which are set out in the Collective Agreement between Local Union 183 and The Metropolitan Toronto Sewer and Watermain Contractors' Association, are hereby incorporated into and form part of this Schedule.

**ARTICLE 4 - ROADS AND PARKING LOTS CONSTRUCTION**

4.01 The rates and other individual employee working conditions for construction labourers engaged in roads and parking lots construction which are set out in the Collective Agreement between Local 183 and the Metropolitan Toronto Road Builders' Association, are hereby incorporated into and form part of this Schedule.

**ARTICLE 5 - UTILITIES CONSTRUCTION**

5.01 The rates and other individual employee working conditions for construction labourers engaged in utilities construction which are set out in



the Collective Agreement binding upon Local Union 183 and The Utility Contractors' Association of Ontario Incorporated, are hereby incorporated into and form part of this Schedule.

## **ARTICLE 6 - HEAVY CONSTRUCTION**

6.01 The rates and other individual employee working conditions for construction labourers engaged in heavy engineering construction which are set out in the Collective Agreement between Local Union 183 and The Heavy Construction Association of Toronto, are hereby incorporated into and form part of this Schedule.

## **LOCAL UNION SCHEDULE FOR LOCAL 247 - KINGSTON**

### **ARTICLE 1 - RECOGNITION**

1.01 The Employer recognizes Local 247 as the exclusive administrative party of this Agreement for employees working in and out of the counties and municipalities of this Schedule which shall be zoned as follows: Zone I - the Counties of Lennox, Addington, Frontenac and Leeds; Zone II - Prince Edward County and the Townships of Lake Tudor, Grimsthorpe, Marmora, Madoc, Elzevir, Rawson, Huntingdon, Hungerford, Sidney, Thurlow, Murray, Trenton and Tyendinaga in the County of Hastings; Zone III - the Townships of McClure, Wicklow, Bangor, Herschel, Monteagle, Carlow, Faraday, Danganon, Mayo, Wollaston, Limerick and Cashel in the County of Hastings.

1.02 It is agreed and understood that the work of flagmen will be performed only by members of the Local and the wages will be determined in Group 'A' Wage Schedule.

### **ARTICLE 2 - SUB-CONTRACTING**

2.01 It is agreed that the sub-contracting clause of the Master Portion of the Provincial Agreement will apply to the concrete finishing, other than floor finishing, which may be performed under the Labourers' Provincial Collective Agreement or the Bricklayers' Provincial Collective Agreement.

It is understood that the above does not include any dry grinding.

### **ARTICLE 3 - HOURS OF WORK AND OVERTIME RATES**

3.01(a) In Zone I, except the County of Leeds, but including the Townships of Rear of Leeds and Lansdowne and the Front of Leeds and Lansdowne and except labourers working on masonry, tile, terrazzo and marble, the hours of work shall be thirty-six (36) hours per week. The regular working day which may be varied by mutual consent of both parties, shall be eight (8) hours between 7:30 a.m. and 5:00 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and four (4) hours between 7:30 a.m. and 12:00 noon on Fridays.

(b) In Zones II, III and IV and in the County of Leeds, except the Townships of Rear, Leeds and Lansdowne and the Front of Leeds and Lansdowne and for labourers working on masonry, tile, terrazzo and marble, the hours of work shall be forty (40) hours per week, consisting of eight (8) hours per day between the hours of 7:30 a.m. and 5:00 p.m. from Monday to Friday.

3.02 All work performed in excess of the said thirty-six (36) hours per week in Zone I [as described in 3.01(a)] and in excess of the said forty (40) hours per week in Zones II, III and IV and 30 [as described in 3.01(b)], shall be construed as overtime. The contractor covenants and agrees to pay to the employees time and one-half the regular hourly rate for the first hour and double the regular hourly rate for any additional hours. All work performed on Saturday shall be paid at the rate of double the regular hourly rate.

#### **ARTICLE 4 - REPORTING TIME AND NOTICE OF LAYOFF**

4.01(a) Two (2) hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site, but work is not available due to inclement weather, provided the employee remains on the job for two (2) hours after his designated starting time, unless instructed by his immediate superior to leave the job site. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day. When work starts late but within one (2) hour of the normal starting time, employees shall be paid from the actual time work started, plus reporting time as required, to make up the hours for the full shift with travelling time where applicable.

(b) Three (3) hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's yard or job site and work is not available due to reasons other than the inclement weather, provided however, the employee remains on the job during the three (3) hours if requested to do so by his foreman. In the event of the job being rained out or stoppage by inclement weather or other cause, the employees will be paid to the next half hour.

4.02(a) When the Employer is unable to proceed with his work (as described in 4.01(b)), the Employer may elect to "stand-off" all or part of his crew.

The parties agree "stand-off" is not intended to circumvent the lay-off procedure.

(b) If the Employer elects "stand off", then it reserves the right to stand-off" its employee(s) without pay up to a maximum of five (5) consecutive working days.

(c) If the Employer does not elect "stand-off", then a lay-off will be carried out as prescribed in Article 10 of the Master Portion, and Article 13.05 of **this** Schedule.

(d) Written notification will be given by the Employer to the Union in all cases of "stand-off".

(e) "Stand-off" shall only continue beyond five (5) working days, with the mutual consent of the parties in writing.

**4.03** In the case of layoff, all men will receive one (1) hour's notice in advance or pay in lieu of notice.

**4.04** The Employer agrees that the transfer ~~of~~ the Union Steward or other employees of the Employer to alternate job sites will not cause the layoff of the Union Steward.

## **ARTICLE 5 - FOREMAN**

**5.01** **After** a minimum of ten (10) Labourers on a project, a foreman will be selected by mutual agreement between the Union and Contractor. The Employer agrees such foreman shall be a member of Local **247**.

**5.02** The Employer agrees that the members of the Locals shall receive orders from only one person, who shall be either the Labourers' foreman or the supervisor.

**5.03** If the foreman or the supervisor instructs the members of the Locals to do so, then the members of the Union may receive orders from the tradesmen they tender.

**5.04** A foreman shall be paid at a rate of one dollar and **fifty** cents (\$1 50) per hour over the hourly rate provided for Labourers in Group '**A**'.

5.05 Labourers' foreman shall be subject to the provisions of Article 2 of the Master Portion of the Agreement.

## **ARTICLE 6 - SHIFT WORK PREMIUM**

6.01 All shift work is to be paid at a premium of time and one-seventh. All overtime on shift work shall be paid for, calculated on the basis of the shift premium.

6.02 Shift work is any shift other than the regular work day contemplated by Article 3 of this Schedule.

6.03 On jobs in occupied buildings where it is impossible to work during regular hours, shift work shall be permitted.

6.04 Notwithstanding the provisions of Article 7.02 of the Master Portion of this Collective Agreement, it is understood and agreed that when working in occupied premises, all work performed in excess of the said thirty-six (36) hours per week in Zone I [as described in 3.01(a)], shall be construed as overtime. Hours and days of work will be established by mutual consent between the Union and contractor.

## **ARTICLE 7 - VACATION PAY**

7.01 The Employer agrees to pay ten percent (10%) of gross wages earned to cover vacation pay and recognized holiday pay on the following basis: ~~four~~ percent (4%) of gross wages earned covers vacation pay with the additional six percent (6%) covering those recognized holidays listed in Article 9 of the Master Agreement payable weekly.

## **ARTICLE 8 - TRAVELLING ALLOWANCE**

8.01(a) When an employee is required by his Employer to travel beyond the city limit of Kingston (in Zone II, Brockville; in Zone III, Belleville; in Zone IV, Bancroft), the employee shall be paid thirty-eight cents (\$0.38) per kilometre each way. A free zone consisting of a twenty-five (25) kilometre radius from Kingston City Hall (in Zone II, Brockville City Hall; in Zone III, Belleville City Hall; in Zone IV, Bancroft Municipal Offices), have been

established. For all travel required to a job site within that radius, no travel allowance will be paid. When a member of Local 247 is required by his Employer to travel beyond that twenty-five (25) kilometre radius, he will be paid at the rate of thirty-eight cents (\$0.38) per kilometre each way, from City Hall to the job site. The mileage to be established as road miles from City Hall to the job site and return would be using the shortest route by automobile.

(b) If transportation is supplied by the Employer, then fifty percent (50%) of travelling allowance will be paid per kilometre.

9.02 Where an employee is required by the Employer to stay over beyond a fifty (50) kilometre radius from City Hall, he will be paid a living out allowance of fifty dollars (\$50.00) per day.

## **ARTICLE 9 - NEW JOB CLASSIFICATION**

9.01 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 10 - PENSION, WELFARE AND TRAINING**

10.01 Effective August 13, 1998, the Employer agrees to contribute the sum of one dollar and sixty-six cents (\$1.66) per hour to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement. Such contributions shall be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution 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 and shall be forwarded to:

Labourers' Pension Fund of Central  
& Eastern Canada  
P.O. Box 40, Station 'Q'  
Toronto, Ontario M4T 2L7

10.02 The Employer agrees to contribute twenty-five cents (\$0.25) for each hour worked by the employees of the Employer covered by this Agreement to the L.I.U.N.A Local 247 Training Fund on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be remitted on a separate cheque to the L.I.U.N.A. Local 247 Training Fund and reported on the report forms provided by the Trustees of the Pension Fund and forward to:

L.I.U.N.A. Local 247 Training Fund  
145 Dalton Avenue, Unit 1  
Kingston, Ontario K7K 6C2

10.03 The Employer agrees to contribute the sum of one dollar and twenty cents (\$1.20) per hour for each hour worked by the employees of the Employer covered by this Agreement to the Labourers' Multi-Local Welfare Fund and forward to:

Global Benefit Plan Consultants Inc  
2300 Yonge Street, 27th Floor  
Toronto, Ontario M4P 1E4

Such contributions shall be paid to the Trustees of the Health and Welfare Fund on or before the fifteenth (15th) day of the month following the month such hours were worked and **shall be** accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest the last day of the preceding month.

10.04 Local 247 has implemented a Group Retirement Savings Plan (GRSP) Fund. The Employer agrees to contribute the sum of eighty-five cents (\$0.85) per hour and effective November 1, 1997. This amount shall be increased to one dollar and ten cents (\$1.10) per hour effective May 1, 1999, and one dollar and **thirty-five** cents (\$1.35) per hour effective May 1, 2000, to Local 247 on or before the fifteenth (15th) day of the month following the month such hours were worked. The remittance shall be reported on the form used for pension and welfare contributions.

Employees wishing to contribute sums greater than those stated above, shall give the Employer thirty (30) days notice. The Employer will contribute to the GRSP the additional sums as instructed by the Employee. Such increases will form part of the then current wage package.

10.05 By mutual agreement only between the Employers' Bargaining Agency and Local 247, shall there be participation in the Labourers' Tri-fund; Labourers A.G.C. Education and Training Fund, Labourers' Health and Safety Trust Fund of North America and the Labourers' Employers' Cooperation and Education Trust Fund. If so agreed, the Employer shall contribute the sum of five cents (\$0.05) per hour to the Trustees of the Fund, c/o Labourers' Pension Fund of Central and Eastern Canada, on/or before the fifteenth (15th) day of the month following the month such hours were worked and shall accompany the pension remittance form.

10.06 Upon thirty (30) days written notice to the Kingston Contractors Labour Relations Organization, Local 247 may amend the amounts of contributions for union dues deductions, welfare, pension, training and GRSP. Any such adjustment to same will form part of the then current wage package.

## **ARTICLE 11 - DEDUCTIONS AND CONTRIBUTIONS**

11.01 Each employee agrees that each Employer shall deduct the amount of two percent (2%) per hour of the Group 'A' rate from each employees' wages for each hour worked which shall be allocated as Local 247 working dues. The two percent (2%) as of November 1, 1997 is forty-five cents (\$0.45) per hour and forty-six cents (\$0.46) per hour effective May 1, 2000, which shall be remitted and reported on the welfare contributions form, as per Article 10.03 and in addition to the said two percent (2%), ten cents (\$0.10) per hour worked will be paid to L.I.U.N.A. Ontario Provincial District Council as working dues, which shall be reported and remitted in one payment to the Local Union, on or before the fifteenth (15th) day of the month following the month such hours were worked.

11.02 Each Employer bound by this Agreement shall contribute eleven cents (\$0.11) per hour for each hour worked by each employee covered by this Agreement, as required by Article 4.04 of the Master Portion, by forwarding



such amount together with copies of the corresponding welfare and pension contribution reports to:

Kingston Contractors Labour Relations Organization  
575 Counter Street, P.O. **Box** 625  
Kingston, Ontario K7L 4X1

by the fifteenth (15th) day of the month following the month such hours were worked.

## **ARTICLE 12 - NO DISCRIMINATION**

12.01 There shall be no discrimination against any veterans who elect not to work on Remembrance Day, provided that the said employees notify the contractor prior to Remembrance Day of their intention not to work.

## **ARTICLE 13 - HIRING**

13.01 **All** hiring will be through the Union office. **A** referral slip will be issued by the Union and received by the Employer for each job.

13.02 The Employer may name hire one (1) employee for each one (1) employee referred by the Union.

13.03 Upon request, the Union will supply the Employer with the first employee named by the Employer, the second employee will be referred by the Union, and so on, alternately, until all labour requirements are filled.

13.04 To be eligible for name hire, an employee must be a member in good standing of Local 247 and must have been registered on the Union unemployment list for a period of not less than forty-five (45) days. The forty-five (45) day provision will not apply to Local 247 members who are re-name hired to the same Employer.

13.05 Scheduled lay-off of these employees will be in reverse order of hiring. If the last employee hired was a name hire, then the lay-off will start with a name hire. If the last employee hired was a referral, then the lay-off will **start** with a referral.

## **ARTICLE 14 - ELDERLY PROTECTION CLAUSE**

14.01 The Employer agrees to hire at least one member fifty-five (**55**) years of age or over, for every seven (7) Labourers in ~~their~~ employ, provided such member is medically fit and capable of performing the work.

## **ARTICLE 15 - LABOURERS TRAINEES**

15.01 A trainee is a Labourer with less than one (1) year of demonstrable experience in the construction industry.

15.02 The Union shall ensure that all trainees complete a safety and basic training course at the Union's Training Centre prior to starting **work** for an Employer.

15.03 Trainees shall be paid at the following rates:

1st 900 hours	- 60% of Labourers' Group 'A' rate
2nd 900 hours	- 75% of Labourers' Group 'A' rate
3rd 900 hours	- 90% of Labourers' Group 'A' rate

Trainees shall receive all other contributions and deductions upon employment with the exception of pension. Pension contributions shall commence after eighteen hundred (1800) hours in the 3rd term of their training.

15.04 The ratio of trainees to labourers shall be one (1) trainee for the first four (**4**) labourers and an additional trainee for every five (**5**) labourers thereafter.

## **ARTICLE 16 -JOINT COMMITTEE**

16.01 The parties agree to establish during the life of *this* Agreement a joint committee to review problems relating to this schedule, should they occur.

## WAGE RATES AND CLASSIFICATIONS

The minimum rate of wages in Zones I, II, III and IV referred to in **this** Schedule, shall be as follows:

### TRADE:

- Group 'A' -- Labourers, all labourers not in Group 'B' or 'C'.  
 Group 'B' -- Formworkers, concrete smoothers, air tool operators, mortar men, vibrator men, labouring truck drivers.  
 Group 'C' -- Miners, drillers, wagon drillers, caisson sinkers, powdermen, pile drivers.

	Hourly Rate	Vac. Pay	Pen's.	Welf.	Train Fund	GRSP	Tri- Fund	Total Package
<b>Group 'A'</b>								
Aug 13/1998	22.23	2.22	1.66	1.20	.25	.85	.05	28.46
May 1/1999	22.55	2.25	1.66	1.20	.25	1.10	.05	29.06
May 1/2000	22.91	2.29	1.66	1.20	.25	1.35	.05	29.71
<b>Group 'B'</b>								
Aug 13/1998	22.33	2.23	1.66	1.20	.25	.85	.05	28.57
May 1/1999	22.65	2.26	1.66	1.20	.25	1.10	.05	29.17
May 1/2000	23.01	2.30	1.66	1.20	.25	1.35	.05	29.82
<b>Group 'C'</b>								
Aug 13/1998	22.44	2.24	1.66	1.20	.25	.85	.05	28.69
May 1/1999	22.76	2.27	1.66	1.20	.25	1.10	.05	29.29
May 1/2000	23.12	2.31	1.66	1.20	.25	1.35	.05	29.94

## ARTICLE 17 - INTERPRETATION OF AGREEMENT

17.01 Where there is a conflict between **this** Schedule and any other provision of the Provincial Agreement, then **the** provisions of this Schedule **shall** apply.

# LOCAL UNION SCHEDULE FOR LOCAL 491 - TIMMINS

## ARTICLE 1 - TERRITORIAL JURISDICTION

1.01 Jurisdictional territory of Local 491 shall consist of the **fifty** (50) mile radius of the Timmins Federal Building and west along Highway 101 including the Town of Chapleau up to the District of Algoma Borderline and north along the District of Algoma Line up to the 83rd longitude to the Hudson Bay and all area east to the Quebec Border, including the Towns of Opastika, Harty, Kapuskasing, Smooth Rock Falls and Cochrane, save and except that area which belongs to Local 493, south of the 49th Parallel.

## ARTICLE 2 - HOURS OF WORK

2.01 The regular hours of work for all employees shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday inclusive, to be worked between the hours of 8:00 a.m. and 4:30 p.m.

The above-mentioned starting and quitting time may be varied by mutual written consent of the Employer and the Union Business Manager.

## ARTICLE 3 - OVERTIME

3.01 The first two (2) hours overtime worked per day shall be paid for at one and one-half (1-1/2) times the regular hourly rate. **All** other overtime shall be paid for at twice the employee's regular rate of pay.

3.02 In the event of overtime to be worked, then a work break of ten (10) minutes will be provided before the start of such overtime with no **loss** of pay to the employee for such a break and every two (2) hours thereafter.

## ARTICLE 4 - SHOW UP TIME

4.01 Employees reporting for work and who are unable to start through no fault of their own, such as inclement weather, shortage of materials, etc., shall receive two (2) hours pay plus travel allowance, where applicable, unless he **has** otherwise been notified **one** (1) hour before starting time not to report for work.

## **ARTICLE 5 - SHIFT WORK**

5.01 When an employee is required to work on any shift other than the hours set out above, he shall be paid a shift premium of eighty cents (\$0.80) per hour in excess of his regular rate. However, at no time shall the second shift overlap the present day shift by more than four (4) hours. After eight (8) hours in any shift, or after the fifth shift in any week, the employee shall be paid double the straight time rate of pay. When an employee covered by this Agreement is required to work more than ten (10) hours, a lunch or hot meal shall be provided for him by the Employer. It is also agreed that if such lunch is not provided, he shall be entitled to one-half hour's pay at straight time.

## **ARTICLE 6 - VACATION PAY CREDITS**

6.01 Total vacation pay and statutory holiday pay shall equal ten percent (10%) of gross wages earned, of which four percent (4%) shall be for vacation pay and six percent (6%) shall be in lieu of paid statutory holidays.

6.02 Vacation pay and statutory holiday pay shall be paid weekly.

## **ARTICLE 7 - RECALL**

7.01 The Employer may rehire former employees who have been in his employ during the preceding twelve months who have remained in good standing with the Union and are registered as out of work, to be eligible for recall. The employee must not have worked in the I.C.I. sector for any other contractor during that period. Subject to ability to perform the work, employees will be recalled in inverse order of layoff.

Hiring will be on the following basis:

- 1st employee selected by the Employer;
- 2nd employee selected by the Union;
- 3rd employee selected by the Employer;
- 4th employee selected by the Union,

and this sequence to continue to continue in this method for each employee

## ARTICLE 8 - SUPERVISION

8.01 Employees covered by this Agreement shall not be required to take directions or instructions in reference to the work **they** are doing, or that is to be performed, other than from their working foreman or labour foreman who shall be a member of the Labourers' International Union of North America, the Employer, or his designated representative, who shall be identified to the Union.

8.02 It **is** further agreed that those employees covered by this Agreement who are assigned to assist or tender to other tradesmen, shall carry out instructions from those tradesmen.

8.03 When a working foreman' or labour foreman is appointed by the Employer, he shall receive seventy cents (\$0.70) and one dollar and twenty cents (**\$1.20**) respectively, **over** the rate of the majority of the highest paid employees he is supervising.

## ARTICLE 9 - TIME CLOCKS, CHECK-IN

9.01 If time clocks or check-in systems are required on **a** particular project, they will be established by the Employer.

## ARTICLE 10 - TRANSPORTATION, ROOM AND BOARD

10.01 There shall be a free zone extending to a radius of twenty (20) miles from the Federal Building in the following zone. No travel allowance shall be paid for work within this zone:

District of Cochrane - Timmins.

There **shall** be a five (**5**)mile free zone around Smooth Rock Falls and one around Kapuskasing exclusively. No travel allowance shall be paid for work within this free zone.

10.02 When transportation is not provided an employee who works in a zone outside of the above-mentioned free zone, and resides more than five (**5**) road **miles from** the project, he shall be paid a travel allowance of thirty-nine cents (\$0.39) per road mile from the perimeter of the free zone to the project and **return**.

10.03 When transportation is provided by the Employer in a zone outside of the above-mentioned free zone, the employee shall receive no travel allowance.

10.04 Board allowance of thirty-six dollars and ~~thirty~~ cents (\$36.30) per day worked shall be paid to each employee working beyond a fifty (50) mile radius and within a one hundred (100) mile radius of the above-mentioned Federal Building. If work is performed on Saturday and/or Sunday, each employee shall be paid for these days on the basis of thirty-six dollars and thirty cents (\$36.30) per day.

10.05 When working beyond the one hundred (100) mile radius from the Federal Building, the employee shall receive thirty-six dollars and thirty cents (\$36.30) per day board allowance, seven (7) days per **week**.

10.06 If the Employer chooses to pay room and board, he shall also pay travel allowance as set out in the first three paragraphs, to enable the employee to reach the job site, and shall also pay his way home at the aforesaid rate when the job has been completed. If the employee quits without good reason, the travel allowance will not be paid.

10.07 Where room and board are supplied by the Employer, the three (3) preceding paragraphs of this Article shall not apply, except that any employee wishing to do so may elect to receive his room and board allowance as outlined in the preceding paragraphs of this Article, in lieu of using the room and board supplied by the Employer.

## **ARTICLE 11 - CLASSIFICATIONS**

11.01 Group 'A' - Scaffold erector; signalman; form stripper; carpenter helper; conveyor belt operator; truck driver and all general labour not covered in Group "B", "C" or "D", shall be paid the hourly rate as indicated in Article 12.

11.02 Group 'B' - The regular wage for mason tenders shall be ten cents (\$0.10) per hour above the minimum hourly rate indicated above, forklift operator as per present practice in the jurisdictional area of Local 491.

11.03 Group 'C' - The regular rate of wages for concrete core drillers; grouters; drillers; wagon drillers; jackhammermen; gas or electric tool operators; mixer operators: small pump operators, 4" discharge and under; small compressor operators; vibrator operators; mortar men and chippers; shall be fifteen cents (\$0.15) per hour above the minimum hourly rate indicated in Article 12.

11.04 Group 'D' - The regular wage for cement finishers; precast erectors; powdermen and blasters shall be thirty cents (\$0.30) per hour above the minimum hourly rate indicated in Article 12.

11.05 If an employee is employed for more than one day on a higher classification, he shall be paid the rate for that classification.

**ARTICLE 12 - RATE OF WAGES**

12.01 Local 491's territorial jurisdiction.

	Hourly Rate	Vac. Pay	Health & Welf.	Pens.	Train. Fund	Tri- Fund	Total Pkg.	Work Dues	OPDC
Aug 13/1998	21.95	2.19	1.30	1.72	.15	.05	27.36	3%	0.10
May 1/1999	21.95	2.19	1.60	2.02	.15	.05	27.96	3%	0.10
May 1/2000	22.04	2.20	1.60	2.52	.20	.05	28.61	3%	0.10

**ARTICLE 13 - GENERAL CONTRACTORS EMPLOYING MASONS AND PLASTERERS**

13.01 The following hours shall apply to masonry and plasterer tenors only; the regular work week shall consist of forty-two and one-half (42-112) hours, made up of eight and one-half (8-112) hours per day, Monday to Friday.

13.02 All employees covered by this Agreement shall be allowed ten (10) minutes wash-up time prior to the end of the shift when working with refractory masons who enjoy such benefit.



## ARTICLE 14 - WELFARE

14.01 It is agreed that the established Labourers' Union Local 491 Employee Benefit Trust **shall** continue and the Employer **shall** pay an amount of one dollar and thirty cents (\$1.30) per hour worked by each employee covered by this Agreement. Effective May 1, 1999, this amount shall increase to one dollar and sixty cents (\$1.60) per hour worked.

14.02 Such monies **shall** be entered on a form as designated by the Trustees from time to time and remitted directly to the said Welfare Fund by the fifteenth (15th) day of the month following the month for which the contributions were made.

14.03 Such contributions to be received by the Administrator not later than the fifteenth (15th) day of the calendar month following the month in which those contributions were earned.

14.04 Payment is to be made by one cheque, made payable to "Labourers' Local 491 Welfare Trust Fund" and mailed (together with the Monthly Employer Contribution Report supplied by the Administrator) to:

J.J. McAteer & Associates  
Employee Benefit Plan Services  
300 John Street, Suite 600  
Thornhill, Ontario L3T 5W4

## ARTICLE 15 - PENSION

15.01 It **is** agreed that the Employer shall pay into the established Labourers' Pension Fund of Central and Eastern Canada an amount of one dollar and seventy two cents (\$1.72) for each hour worked. Effective May 1, 1999, **this** amount **shall** increase to two dollars and two cents (**\$2.02**) for each hour worked and effective May 1, 2000, this amount shall increase to two dollars and fifty-two cents (\$2.52) for each hour worked. Such contributions **shall** be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) day **of** the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly

report and contribution shall include all obligations arising from hours worked up to the preceding calendar month.

## **ARTICLE 16 - WORKING DUES ASSESSMENT**

16.01 The employee hereby agrees that each Employer shall deduct an amount of three percent (3%) of the employee's hourly rate for each hour earned to be allocated to the Labourers' International Union, Local 491, Administration Fund. Such monies are to be remitted to the Local 491 office or as designated in Article 21.

16.02 In addition, Ontario Provincial District Council Working dues of ten cents (\$0.10) per hour shall be deducted as provided for in Article 4.02 of the Master Portion and remitted in accordance with Article 21(d) Remittances.

## **ARTICLE 17 - EMPLOYER ADMINISTRATION FUND**

17.01 Each Employer remitting to the Welfare and Pension Plans shall contribute an amount of ten cents (\$0.10) per hour for each hour worked by each employee covered by this Agreement, which shall be allocated to the Sudbury Construction Association Employers' Industry Fund.

17.02 Such monies shall be entered on a form as designated by the Trustees from time to time and remitted directly to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked.

17.03 Copy of the report forms shall be forwarded at the time of remittance to:

Sudbury Construction Association Office  
257 Beatty Street North  
Sudbury, Ontario P3C 4G1

## **ARTICLE 18 - TRAINING FUND**

18.01 The Employer shall pay an amount of fifteen cents (\$0.15) per hour and effective May 1, 2000, this amount shall increase to twenty cents (\$0.20)

per hour for each hour worked by each employee covered by this Agreement into the Local 491 Training Fund.

18.02 These monies shall be remitted in accordance with Article 21 of this Agreement on the fifteenth (15th) day of the month following the month such hours were worked, and shall be accompanied by a remittance report form.

## **ARTICLE 19 - LAYOFF**

19.01 In the case of layoff, all employees shall receive one (1) hour's notice in advance. However, under no circumstances shall any employee covered by this Agreement be laid off during the first half of any shift.

## **ARTICLE 20 - TRI-FUND**

20.01 These monies of five cents (\$0.05) **per** hour for every hour worked shall be sent to the Labourers' Pension Fund on the fifteenth (15th) day of the calendar month following the month in which these contributions were earned and shall be accompanied by a remittance report form.

## **ARTICLE 21 - REMITTANCES**

21.01 All the above contributions and deductions shall be remitted as follows:

(a) **Welfare:**

Make single cheque + 8% RST payable to:

Labourers' Local 491 Trust Fund

and send to:

J.J. McAteer & Associates, Employee Benefit Plan Services

300 John Street, Suite 600

Thornhill, Ontario L3T 5W4

(b) **Pension and Tri-Fund:**

Make single cheque payable and send to:

Labourers' Pension Fund of Central and Eastern Canada

P.O. **Box** 40, Station "Q"

Toronto, Ontario M4T 2L7

(c) **Training:**

Make one cheque payable to:  
Labourers' Local 491 Training Fund

The above will cover Article 18 - Local 491 Training Fund to be remitted in accordance with Section "D".

(d) **Local Union Working Dues and District Council Working Dues:**

Make single cheque (3% of hourly rate and ten cents (\$0.10) per hour District Council Working Dues payable and send to:

L.I.U.N.A. Local 491  
P.O. Box 904  
Timmins, Ontario P4N 7H1

(e) **Industry Fund:**

Make single cheque payable and send to:  
Sudbury Construction Association  
257 Beatty Street North  
Sudbury, Ontario P3C 4G1

**ARTICLE 22 - LOCAL SCHEDULE AND/OR TRADE APPENDIX  
EXEMPTION OR AMENDMENT**

22.01 The parties agree that upon review of a proposed project and by mutual agreement, that project falls within the three million (\$3,000,000.00) and under, this project will be paid at eighty percent (80%) of the hourly rate.

22.02 All projects where the Contractor is faced with heavy non-union competition, will be dealt with on a project by project basis as called for under Article 22 of the Master Portion of this Agreement.

**LOCAL UNION SCHEDULE FOR  
LOCAL 493 - SUDBURY**

**ARTICLE 1 - TERRITORIAL JURISDICTION**

1.01 The District of Sudbury (excluding that portion lying north of Highway 101 West to the border of the District of Algoma, including the Town of Chapleau), Manitoulin Island, Nipissing, Algonquin Provincial Park, Temiskaming, Parry Sound and part of the District of Cochrane lying south of the 49th Parallel, excluding an eighty (80) kilometre radius of the Timmins Federal Building, Cockburn and all other islands situated in Georgian Bay of Lake Huron, shall be recognized as being the exclusive territory jurisdiction of Local 493.

**ARTICLE 2 - HOURS OF WORK**

2.01 The regular hours of work for all employees **shall** be forty (40) hours per week, eight (8) hours per day, Monday to Friday inclusive, to be worked between the hours of 8:00 a.m. and 4:30 p.m.

The above-mentioned starting and quitting time may be varied by mutual consent of the Employer and the Union Business Manager.

**ARTICLE 3 - OVERTIME**

3.01 The first two (2) hours overtime worked per day shall be paid for at one and one-half (1-1/2) times the regular hourly rate, **All** other overtime shall be paid at twice the employee's regular rate of pay.

3.02 In the event of overtime to be worked, then a work break of ten (10) minutes will be provided before the start of such overtime with no **loss** of pay to the employee for such a break and every two (2) hours thereafter.

3.03 Time lost due to inclement weather may be made up on Saturday at straight time rates of pay, however, no employee will be terminated or discriminated against in any manner for refusing to work overtime.

## **ARTICLE 4 - SHOW-UP TIME**

4.01 Employees reporting for work and who are unable to start through no fault of their own, such as inclement weather, shortage of materials, etc., shall receive two (2) hours' pay plus travel allowance where applicable, unless he has otherwise been notified one (1) hour before starting time not to report for work.

## **ARTICLE 5 - SHIFT WORK**

5.01 When an employee is required to work on any shift other than the hours set out above, he shall be paid a shift premium of eighty cents (\$0.80) per hour in excess of his regular rate. However, at no time shall the second shift overlap the present day shift by more than four (4) hours.

5.02 After eight (8) hours in any shift, or after the fifth (5th) shift in any week, the employee shall be paid double the straight time rate of pay.

5.03 When an employee covered by this Agreement is required to work more than ten (10) hours, a lunch or hot meal shall be provided for him by the Employer. It is also agreed that if such lunch is not provided, he shall be entitled to one-half (1/2) hour's pay at straight time.

## **ARTICLE 6 - VACATION PAY AND HOLIDAY PAY**

6.01 Total vacation pay and statutory holiday pay shall equal ten percent (10%) of gross wages earned, of which four percent (4%) shall be for vacation pay and six percent (6%) shall be in lieu of paid statutory holidays.

6.02 Vacation pay and statutory holiday pay shall be paid weekly unless Local 493 establishes a Vacation and Holiday Pay Trust Fund, in which case all vacation pay and all statutory holiday pay owing shall be remitted weekly with a completed remittance form to the aforesaid Trust Fund as directed by the Trustees.

## **ARTICLE 7 - RECALL**

7.01 The Employer shall have the prerogative, when adding to his work

force, to first rehire any employees who are unemployed and who have been in his employ during the preceding twelve (12) months, provided they are in good standing with the Union.

## **ARTICLE 8 - SUPERVISION**

**8.01** Employees covered by this Agreement shall not be required to take directions or instructions in reference to the work they are doing, or that is to be performed, other **than** from their **working** foreman or labour foreman who shall be a member of the Labourers' International Union of North America, the Employer or his designated representative.

**8.02** It is further agreed that those employees covered by this Agreement who are assigned to assist or tender to other tradesmen shall carry out instructions from those tradesmen.

**8.03** When a working foreman or labour foreman is appointed by the Employer, he shall receive one dollar (**\$1.00**) and one dollar and fifty cents (\$1.50) respectively, over the rate of the highest paid employee he is supervising.

## **ARTICLE 9 - TRANSPORTATION, ROOM AND BOARD**

**9.01** There shall be a free zone extending to a radius of thirty-two (32) kilometres from the Federal Buildings in the following zones. No travel allowance shall be paid for work within these zones:

District of Sudbury - Sudbury  
District of Manitoulin - Little Current  
District of Nipissing - North Bay  
District of Parry Sound - Parry Sound  
District of Temiskaming - Kirkland Lake and Haileybury

**9.02** When transportation **is** not provided, an employee who works in a zone outside of the above-mentioned free zones and resides more than eight (8) kilometres from the project, shall be paid a travel allowance of twenty-four cents (**\$0.24**) per road kilometre from the perimeter of the free zone to the project and return.

9.03 Board allowance of thirty-six dollars and *thirty* cents (\$36.30) per day for each day worked shall be paid to each employee working beyond an eighty (80) kilometre radius, and within a one hundred and sixty (160) kilometre radius of the above-mentioned Federal Buildings. If work is performed on Saturday and/or Sunday, each employee shall be paid for these days on the basis of thirty-six dollars and thirty cents (\$36.30) per day.

9.04 When working beyond a one hundred and sixty (160) kilometre radius from the above-mentioned Federal Building, the employee shall receive thirty-six dollars and thirty cents (\$36.30) per day board allowance seven (7) days per week.

9.05 If the Employer chooses to pay room and board, he shall also pay the travel allowances, as set out in the first three (3) paragraphs, to enable the employee to reach the job site and shall also pay his way home at the aforesaid rate when the job has been completed. If the employee quits without good reason, the travel allowance will not be paid.

9.06 Where room and board are supplied by the Employer, the three (3) preceding paragraphs of this Article shall not apply, except that any employee wishing to do so may elect to receive his room and board allowance, as outlined in the preceding paragraphs of this Article, in lieu of using the room and board supplied by the Employer.

## **ARTICLE 10 - CLASSIFICATIONS**

10.01 Group 'A' - Scaffold erector; signalman; form stripper; carpenter helper; conveyor belt operator; truck driver and all general labour not covered in Groups 'B', 'C' or 'D', shall be paid the hourly rate as indicated in Article 11.

10.02 Group 'B' - The regular wage for bricklayers and plasterer labourers shall be ten cents (\$0.10) per hour above the **minimum** hourly rate. Forklift operator as per present practice in the jurisdictional area of Local 493.

10.03 **Group 'C'** - The regular rate of wages **for** grouters; drillers; hydraulic drillers; jackhammer men; gas or electric tool operators; mixer operators;



vibrator operators; mortar men and chippers; shall be fifteen cents (\$0.15) **per** hour above the minimum hourly rate indicated in Article 11.

10.04 Group 'D' - The regular wage of cement finishers; precast erectors; powdermen and blasters shall be ~~thirty~~ cents (\$0.30) per hour above the minimum hourly rate indicated in Article 11.

10.05 If an employee is employed for more than one (1) day on a higher classification, he shall be paid the rate for that classification.

## ARTICLE 11 - RATE OF WAGES

11.01 Districts of Sudbury, Manitoulin Island, Parry Sound, Nipissing, Algonquin Provincial Park, Temiskaming and part of the District of Cochrane lying south of the 49th parallel, excluding a eighty (80) kilometre radius of the Timmins Federal Building, Cockburn Island and all other islands situated in Georgian Bay of Lake Huron, territorial jurisdiction of Local 493:

Date	Wages	Vac. Pay	Hlth& Welf& Schol.	Pens.	Train Fund	Tri-Fund	Total Pkg.
Aug 13/1998	\$21.05	\$2.11	\$1.60	\$2.40	\$ .15	\$.05	\$27.36
May 1/1999	\$21.60	\$2.16	\$1.60	\$2.40	\$ .15	\$.05	\$27.96
May 1/2000	\$22.10	\$2.21	\$1.60	\$2.40	\$ .25	\$.05	\$28.61

Industry Fund - ten cents (\$0.10) per hour

Working Dues - *three* percent (3%) per hour

Ontario Provincial District Council Dues - ten cents (\$0.10) per hour

## ARTICLE 12 - GENERAL CONTRACTORS EMPLOYING MASONS AND PLASTERERS

12.01 The following hours shall apply to masonry and plasterer tenders only:

The regular work week shall consist of forty-two and one-half (42-1/2) hours, made **up** of **eight and** one-half (8-1/2) hours per day, Monday to Friday.

12.02 All employees covered by this Agreement shall be allowed ten (10) minutes wash-up time prior to the end of the shift when working with refractory masons who enjoy such benefit.

12.03 Welfare and Local Union working dues contributions and deductions, as indicated below, shall be remitted to the Labourers' International Union, Local 493 (Welfare Trust Fund) on the forms provided by Local 493.

### **ARTICLE 13 - HEALTH AND WELFARE AND SCHOLARSHIP**

13.01 The Employer agrees to contribute an amount equal to one dollar and sixty cents (\$1.60) per hour for each and every hour worked by each employee covered by this Agreement.

### **ARTICLE 14 - PENSION AND TRI-FUND**

14.01 The Employer agrees to contribute two dollars and forty cents (\$2.40) per hour to the Labourers' Pension Fund of Central and Eastern Canada. These contributions shall be for each hour worked by all employees of the Employers covered by this Agreement and shall be forwarded directly to the Pension Fund Office on the fifteenth (15th) day of the calendar month following the month the hours were worked.

14.02 The Employer agrees to contribute the sum of five cents (\$0.05) per hour worked as Tri-Fund contributions and remitted with pension contributions above.

### **ARTICLE 15 - EMPLOYERS' ADMINISTRATION FUND**

15.01 Each Employer remitting to the Welfare and Pension Plans shall contribute an amount of ten cents (\$0.10) per hour for each and every hour worked by each employee covered by this Agreement, which shall be allocated to the Sudbury Construction Association Employers' Industry Fund.

## **ARTICLE 16 - TRAINING SCHOOL FUND**

16.01 The Employer agrees to contribute fifteen cents (\$0.15) per hour and effective May 1, 2000, this amount shall increase to twenty-five cents (**\$0.25**) per hour for each hour worked by each employee covered by this Agreement into the Training Fund as directed by the Local Union.

16.02 These monies shall be remitted in accordance with this Agreement on the fifteenth (15th) day of the month, following the month for which contributions were made as per Article 18.

## **ARTICLE 17 - DEDUCTIONS**

17.01 Three percent (**3%**) of the hourly rate paid to each employee covered by this Agreement shall be deducted for working dues assessment.

17.02 In addition. Ontario Provincial District Council Working Dues of ten cents (\$0.10) per hour shall be deducted as provided for in Article 4.02 of the Master Portion and remitted in accordance with Article 18(c) Remittances.

17.03 Monthly dues in the amount as set by the Local Union shall be deducted from the first pay of each employee in each month.

## **ARTICLE 18 - REMITTANCES**

18.01 **All** the above contributions and deductions shall be remitted as follows:

- (a) One cheque payable to the "Labourers' Pension Fund of Central & Eastern Canada" P.O. Box "40", Station "Q", Toronto, Ontario M4T 2L7, will cover Article 14 - Pension, Article 15 - Industry Fund and Tri-Fund contributions.
- (b) One cheque payable to "Labourers' Local 493 Training Fund" will cover Article 16 - Training, to be remitted in accordance with Section C.

- (c) One cheque payable to “Labourers’ Local 493 Welfare Trust Fund”, Employee Benefit Services Limited, 300 John Street, Thornhill, Ontario L3T 5W4 will cover Article 13.01 - Welfare, Article 17.01 - Working Dues, Article 17.02 - Provincial Council Dues and Article 17.03 - Monthly Dues.

## **ARTICLE 19 - LAYOFF**

19.01 In the case of layoff, all employees shall receive one hour’s notice in advance. However, under no circumstances shall any employee covered by this Agreement be laid off during the first half of any shift.

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**LOCAL UNIONS SCHEDULE FOR  
LOCAL 506 - TORONTO**

**ARTICLE 1 - ADMINISTRATIVE PARTY**

1.01 Pursuant to the provisions of Article 1.03 of the Master Agreement, the Employers recognize Local 506 as the administrative party of this Schedule within Ontario Labour Relations Board Area No. 8, being The Municipality of Metropolitan Toronto, The Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and the portion of the Town of Milton within the geographic Township of Esquesing, and the Towns of Ajax and Pickering in the Regional Municipality of Durham.

Where there is any conflict between the Schedule and any other provisions of this Provincial Agreement, then the provisions of this Schedule shall prevail.

**ARTICLE 2 - HIRING**

2.01 All employees hired on all projects must produce a work referral slip issued by the Local Union.

2.02 The Employer may name hire up to *fifty* percent (50%) of the total crew on each project, provided that:

- (a) The person is a member in good standing of Local 506.
- (b) The member is registered on the Local 506 work referral list and is currently unemployed as a result of layoff or if for any other reason has been registered for two (2) weeks or more.
- (c) The Employer notifies the Union Hall directly with the request to name hire any individual member and at the same time provide the request for Hall referrals to comply with above requirements. The Employer may hire the odd numbered member only with consent of the Union. Such consent will not be unreasonably denied.

2.03 The Employer may, subject to the provisions of Article 12 (Business Representatives, Stewards), Section 12.03 of the Master Portion, transfer employees presently in their employment from one project to another.

**2.04** Notwithstanding the fifty percent (50%)ratio provided for herein, the Employer shall be free to rehire any employee who has been in their employment in the previous four **(4)** months provided they are still members in good standing of the Local Union and they are unemployed and registered on the work referral list. Where the Employer exercises such recall rights, the Employer shall be required to apply the 50/50 rule at the point in time when orders **are** placed for the recall of workers. The Employer and the General Contractors' Section of the Toronto Construction Association will do everything possible to ensure that layoffs are not used to abuse the Employer's fifty percent (50%)name hire rights.

### **2.05 New Members**

(a) New members of Local 506 will be requested to complete a pre-entry construction training program at the Labourers' Local 506 Training Centre

(b) During the first year following commencement of work under this Collective Agreement, new members shall be paid seventy-five percent **(75%)** of the Labourers' Group 'A' rate.

(c) The ratio per Employer of the first year labourer to total labourers shall be one (1) for the first four **(4)**labourers and an additional first year labourer for every five **(5)**labourers thereafter. This ratio shall not be used to reduce the number of labourers already employed by a company. Layoffs shall be the same ratio formula as hiring.

(d) New members who can provide evidence of construction experience acceptable to the Employer and the Union, are exempt from the provisions of this Article.

(e) No Employer contributions in respect to pension (Article 15) will be made. One year following the date of commencement of work under this Agreement, new members' rates will be adjusted to the applicable labourers' rates, including pension contributions.

## **ARTICLE 3 - HOURS OF WORK**

*(This article is subject to the provisions of the Formwork Schedule)*

**3.01** Except as set out in the Formwork Schedule hereunder, the regular working hours per day shall be eight and one-half (8-1/2) from Monday to Thursday inclusive and **six (6)**hours on Friday (subject to variation as herein provided) and the maximum number of working hours per week shall be forty (40) and work outside these hours shall be overtime work, provided

should inclement weather cause employees on a project to lose time during the regular working week, then the six (6) hours may be extended by mutual consent to eight and one-half (8-1/2) hours at regular time rates, providing that by doing so forty (40) hours for that regular working week are not exceeded, in which case overtime rates will apply.

3.02 The Employer shall have the right, after notice to the Union, to vary the regular working hours to provide for eight (8) hours per day, Monday to Friday inclusive.

### 3.03 Regular Day Shift

The regular day shift will be worked between the hours of 7:00 a.m. and 4:30 p.m.

## ARTICLE 4 - OVERTIME

4.01 Except as set out in the Formwork Schedule hereunder and as set out under Article 5 - Shift Work, all work performed by labourers under this Agreement in excess of the regular work day shall be overtime work. The rate of wages shall be time and one-half the regular day shift rate for the first three (3) hours of overtime work and double time the regular day shift rate thereafter.

4.02 All work performed on Saturdays and Sundays shall be deemed overtime work and paid for at double the regular day shift rate.

4.03 Where no Steward has been appointed on a project, the Employer shall notify the Union by telephone or facsimile in advance of working overtime on a Saturday, Sunday or Statutory Holiday.

## ARTICLE 5 - SHIFT WORK

5.01 A regular second shift shall consist of a maximum of eight hours per day and a maximum of forty (40) hours per week. The second shift will commence between the hours of 3:30 p.m. and 7:30 p.m. provided however that the Friday second shift will commence between 1:00 p.m. and 7:30 p.m. and such second shift will be scheduled for a minimum of eight hours. All work on the second shift is to be paid at a premium of two dollars and fifty

cents (**\$2.50**) per hour in excess of the employee's classified rate.

### **5.02 Third Shift**

A regular third shift shall consist of a maximum of eight (8) hours per day and a maximum of forty (40) hours per week. The third shift will commence between the hours of 8:00 p.m. and 12:00 midnight. All work on the third shift is to be paid at a premium of three dollars (\$3.00) per hour in excess of the employee's classified rate.

## **ARTICLE 6 - INCLEMENT WEATHER AND SHOW-UP TIME**

6.01 Two (2) hours' pay, together with travelling allowance whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports to work at the Employer's shop or job but work is not available due to any reason, other than inclement weather.

6.02 One (1) hour's pay, together with travelling allowance whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather, provided the employee remains on the job for one (1) hour after his designated starting time whenever requested by the superintendent or foreman. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day.

## **ARTICLE 7 - TRANSPORTATION ALLOWANCE**

7.01 **Zone 1** - The area bounded by the east boundary of Highway 27 on the west, and the south boundary of Steeles Avenue on the north and the west boundary of Kennedy Road on the east.

**Zone 2** - The jurisdictional area outside of Zone 1.

### **Travelling Expenses**

- |                       |   |                                  |
|-----------------------|---|----------------------------------|
| <b>Work in Zone 1</b> | - | No travelling expenses           |
| <b>Work in Zone 2</b> | - | Travelling expenses daily \$6.30 |



7.02 Where key men are required to work beyond the Ontario Labour Relations Board Area No.8, they shall not be paid less than the home base conditions contained herein.

7.03 Where an employee covered by the conditions of this Schedule is required to stay out of town, he/she shall be paid the cost of approved transportation. Board and **lodging** at fifty dollars (\$50.00)per day or actual costs upon presentation of receipts. **This** allowance shall also be paid for Saturday and Sunday if the employees are unable to return home by reason of the location of the job site. The Employer shall have the right to make acceptable accommodations for room and board.

## **ARTICLE 8 - LAYOFF**

8.01 In the case of layoff, all men will receive one (1) hour's notice in advance or pay in lieu of notice.



## ARTICLE 9 - WAGE RATES AND CLASSIFICATIONS

9.01 The rate of wages of Labourers during regular working periods shall be:

**GROUP "A":** Labourers - All Labourers not in Groups "B", "C", "D", "E", "F" or "G"

Date	Basic							OPDC			
	Wage Rate	Vac. Pay	Welf.& Dental	Pens.	Train. Fund	Tri-Fund	Legal	Total Pkg.	Emp. Local	Working Dues	W.D. Deduct
Aug 23/1998	24.77	2.48	1.65	2.24	0.32	0.05	0.05	31.56	0.19	0.10	0.50
May 1/1999	25.09	2.51	1.80	2.34	0.32	0.05	0.05	32.16	0.19	0.10	0.50
May 1/2000	25.41	2.54	1.90	2.44	0.32	0.05	0.05	32.71	0.19	0.10	0.51

**GROUP "B" -** Formworkers, concrete workers, jack-hammer operators

Date	Basic							OPDC			
	Wage Rate	Vac. Pay	Welf.& Dental	Pens.	Train. Fund	Tri-Fund	Legal	Total Pkg.	Emp. Local	Working Dues	W.D. Deduct
Aug 23/1998	24.87	2.49	1.65	2.24	0.32	0.05	0.05	31.67	0.19	0.10	0.50
May 1/1999	25.19	2.52	1.80	2.34	0.32	0.05	0.05	32.27	0.19	0.10	0.50
May 1/2000	25.51	2.55	1.90	2.44	0.32	0.05	0.05	32.82	0.19	0.10	0.51

**GROUP "C"** - Bricklayers, labourers, including mortarmen and vibrator operators

Date	Basic							OPDC			
	Wage Rate	Vac. Pay	Welf.& Dental	Pens.	Train. Fund	Tri-Fund	Legal	Total Emp. Pkg.	Local	Working Dues	W.D. Deduct
Aug 23/1998	24.93	2.49	1.65	2.24	0.32	0.05	0.05	31.73	0.19	0.10	0.50
May 1/1999	25.24	2.53	1.80	2.34	0.32	0.05	0.05	32.33	0.19	0.10	0.50
May 1/2000	25.56	2.56	1.90	2.44	0.32	0.05	0.05	32.88	0.19	0.10	0.51

**GROUP "D"** - Pit miner in caissons, drillers and wagon drillers over four (4) feet deep.

Date	Basic							OPDC			
	Wage Rate	Vac. Pay	Welf.& Dental	Pens.	Train. Fund	Tri-Fund	Legal	Total Emp. Pkg.	Local	Working Dues	W.D. Deduct
Aug 23/1998	25.08	2.51	1.65	2.24	0.32	0.05	0.05	31.90	0.19	0.10	0.50
May 1/1999	25.40	2.54	1.80	2.34	0.32	0.05	0.05	32.50	0.19	0.10	0.50
May 1/2000	25.72	2.57	1.90	2.44	0.32	0.05	0.05	33.05	0.19	0.10	0.51

**GROUP "E"** - Flagman and watchman

Date	Basic							OPDC			
	Wage Rate	Vac. Pay	Welf.& Dental	Pens.	Train. Fund	Tri-Fund	Legal	Total Emp. Pkg.	Local	Working Dues	W.D. Deduct
Aug 23/1998	22.77	2.28	1.65	2.24	0.32	0.05	0.05	29.36	0.19	0.10	0.50
May 1/1999	23.09	2.31	1.80	2.34	0.32	0.05	0.05	29.96	0.19	0.10	0.50
May 1/2000	23.41	2.34	1.90	2.44	0.32	0.05	0.05	30.51	0.19	0.10	0.51

**GROUP "F" - Cleaner and sorter**

Date	Basic							OPDC			
	Wage Rate	Vac. Pay	Welf. & Dental	Pens.	Train. Fund	Tri-Fund	Legal	Total Pkg.	Emp. Local	Working Dues	W.D. Deduct
Aug 23/1998	18.70	1.87	1.65	2.24	0.32	0.05	0.05	24.88	0.19	0.10	0.50
May 1/1999	19.02	1.90	1.80	2.34	0.32	0.05	0.05	25.48	0.19	0.10	0.50
May 1/2000	19.34	1.93	1.90	2.44	0.32	0.05	0.05	26.03	0.19	0.10	0.51

**GROUP "G" - New Members**

Date	Basic							OPDC			
	Wage Rate	Vac. Pay	Welf. & Dental	Pens.	Train. Fund	Tri-Fund	Legal	Total Pkg.	Emp. Local	Working Dues	W.D. Deduct
Aug 23/1998	18.58	1.86	1.65	0.00	0.32	0.05	0.05	22.51	0.19	0.10	0.50
May 1/1999	18.82	1.88	1.80	0.00	0.32	0.05	0.05	22.92	0.19	0.10	0.50
May 1/2000	19.06	1.91	1.90	0.00	0.32	0.05	0.05	23.29	0.19	0.10	0.51

\*An additional ten cents (\$0.10) to be determined May 1, 2000

Labourers hired for Group "F" Classification shall be hired from the Union Hall.

The above rates in GROUP "B", "C", "D", "E", "F" or "G" will only apply to hours actually worked in such classifications.

Labourers who are not physically able to perform normal duties will be offered available work as flagmen or watchmen.

### 9.02 Working Foreman

A working foreman shall receive a minimum of two dollars and twenty-five cents (\$2.25) per hour above the rate being received by a majority of labourers he is supervising.

### 9.03 Light Duty Swing Stage

A premium of one dollar and seventy cents (\$1.70) per hour shall be paid to employees covered by this Agreement when working on a light duty swing stage.

9.04 Where an employee covered by **this** Agreement is employed in a full time capacity as a signalman or swamper, a premium of twenty-five cents (\$0.25) per hour shall be paid to such employee.

## ARTICLE 10 - SUB-CONTRACTING

10.01 For the purpose of Article 2 of the Master Portion of the Provincial Agreement, Local 506 shall be recognized as the exclusive affiliated bargaining agent for the work of formworker labourers on building structures within Ontario Labour Relations Board Area No. 8.

## ARTICLE 11 - SPECIALTY TERMS AND CONDITIONS

11.01 The terms and conditions of the Collective Agreement between the Local and various contractors **shall** apply to post-tensioning, prestressing, diamond concrete saw cutting, cutting, coring and drilling and the erection and finishing of precast concrete products.

## ARTICLE 12 - VACATION PAY

12.01 (a) Vacation pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of gross wages earned after the date hereof.

(b) During the term of **any** one (1) year, two (2) weeks' vacation without pay may be taken by an employee exclusive of statutory holidays.

(c) Payment of vacation pay shall be made quarterly on or before the first days of January, April, July and October in each year and in accordance with the provisions of the *Employment Standards Act* and

regulations governing the construction industry. Vacation pay shall include an amount of **six** percent (6%) in lieu of payment for statutory holidays

(d) Effective January 1, 1999, payment of vacation pay shall be made **weekly**. Vacation pay shall include an amount of **six** percent (6%) in lieu of payment for Statutory Holidays.

### **ARTICLE 13 - WELFARE**

13.01 It is agreed that the established Labourers' Union, Local 506 (Construction Division) Employees Benefit Trust shall continue and the Employer shall pay an amount of one dollar and **sixty** five cents (\$1 65) per hour, effective May 1, 1999, this amount shall increase to one dollar and eighty cents (\$1 80) per hour and effective May 1, 2000, this amount shall increase to one dollar and ninety cents (\$1 90) per hour earned by each employee covered by this Agreement. Such monies entered on a form as designated by the Trustees from time to time and remitted directly to the said Welfare Fund by the fifteenth (15th) day of the month following the month for which the contributions are made

13.02 **Prepaid Legal** - It is agreed that the Employer shall pay into the established Labourers' Union Local 506 Prepaid Legal Services Trust, an amount of five cents (\$0.05) per hour earned for each employee covered under this Agreement. Such monies to be remitted in accordance with Article 13.01 above.

### **ARTICLE 14 - TRAINING**

14.01 It is agreed that the Employer shall pay thirty cents (\$0.30) into the Labourers' Local 506 Training Fund for each hour earned by each employee covered by this Agreement. Such monies shall be entered on a form as designed by the Training Fund by the fifteenth (15th) day of the month following the month for which the contributions are made.

14.02 **WHMIS**- The Employer agrees to pay the sum of two cents (**\$0 02**) per hour for each hour earned by the employees of the Employer covered by this Agreement to the Labourers' Local 506 Training Fund in respect of **WHMIS** Training. **This** payment shall be solely at the Employer's expense and **shall** be in addition to the total wage rates, contributions and allowances

provided for in **this** Agreement and any renewals thereof. It is further understood and agreed that by providing for such training, the Training Fund shall not in any way incur any liability or responsibility for worker education required under the *Occupational Health and Safety Act* and regulations thereto.

#### **ARTICLE 15 - PENSION AND L.I.U.N.A. CANADIAN TRI-FUND**

15.01 It is agreed that the Employer shall pay into the established Labourers' Pension Fund of Central and Eastern Canada an amount of two dollars and twenty-four cents (**\$2.24**) per hour, effective May 1, 1999 this amount shall increase to two dollars and thirty-four cents (**\$2.34**) per hour and effective May 1, 2000, this amount shall increase to two dollars and forty-four cents (**\$2.44**) per hour for each hour worked by each employee covered by this Agreement. Such contributions shall be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the preceding calendar month.

The parties hereto may apply on the advice of the Trustees of the Funds established or continued hereunder part of the wage increases for the provisions of benefits.

15.02 The Employer agrees to contribute the sum of five cents (\$0.05) per hour worked as Tri-Fund contributions and remit same to the Labourers' Pension Fund of Central and Eastern Canada on the fifteenth (15th) day of the calendar month following the month in which the hours were worked.

#### **ARTICLE 16 - LABOURERS' UNION ADMINISTRATION FUND DEDUCTIONS AND CONTRIBUTIONS**

16.01 The employee hereby agrees that each Employer shall deduct an amount equal to two percent (**2%**) of the Group "A" hourly rate [fifty cents (\$0.50) per hour. Effective May 1, 2000, fifty-one cents (\$0.51) per hour for each hour earned to be allocated to the Labourers' International Union, Local 506 Administration Fund. Such monies to be remitted together with an additional deduction as provided for in Article 4.01 of the Master Portion

for Monthly Union Dues to the Administrator of the Welfare Trust Fund with welfare contributions.

16.02 In addition, Ontario Provincial District Council working dues of ten cents (\$0.10) per hour as provided for in Article 4.02 of the Master Portion, shall be deducted and remitted monthly, no later than the fifteenth (15th) day of each month following the month for which deductions were made, for deposit to the "Labourers' International Union, Local 506 Administration Fund".

## ARTICLE 17 - PLASTERERS' AND DRYWALL LABOURERS

17.01 The following additional provisions shall apply to employees engaged in plastering and drywall:

Drywall Labourers:

Date	Basic Wage Rate	Vac. Pay	Welf.& Dental	Pens.	Train. Fund	Tri- Fund	Legal	Total Pkg
Aug 23/1998	24.77	2.48	1.65	2.24	0.32	0.05	0.05	31.56
May 1/1999	25.09	2.51	1.80	2.34	0.32	0.05	0.05	32.16
May 1/2000	25.41	2.54	1.90	2.44	0.32	0.05	0.05	32.71

Employer Local: nineteen cents (\$0.19) per hour.

OPDC Working Dues: ten cents (\$0.10) per hour.

Local Working Dues: Fifty cents (\$0.50) per hour. Effective May 1, 2000, fifty-one cents (\$0.51) per hour.

\* **An** additional ten cents (\$0.10) to be determined May 1, 2000.



Plasterers Labourers:

<u>Date</u>	Basic							<u>Total</u>
	<u>Wage</u>	<u>Vac.</u>	<u>Welf.&amp;</u>	<u>Train.</u>	<u>Tri-</u>	<u>Legal</u>	<u>Pkg.</u>	
	<u>Rate</u>	<u>Pay</u>	<u>Dental</u>	<u>Pens</u>	<u>Fund</u>	<u>Fund</u>	<u>Legal</u>	<u>Pkg.</u>
Aug 23/1998	24.97	2.50	1.65	2.24	0.32	0.05	0.05	31.78
May 1/1999	25.29	2.53	1.80	2.34	0.32	0.05	0.05	32.38
May 1/2000	25.61	2.56	1.90	2.44	0.32	0.05	0.05	32.93

Employer Local: nineteen cents (\$0.19) per hour.

OPDC Working Dues: ten cents (\$0.10) per hour.

Local Working Dues: Fifty cents (\$0.50) per hour. Effective May 1, 2000, fifty-one cents (\$0.51) per hour.

\* An additional ten cents (\$0.10) to be determined May 1, 2000.

## 17.02 Travelling Expenses

Travel zones shall be as follows:

**Zone 1** - The area bounded by the east boundary of Highway 27 on the west, the south boundary of Steeles Avenue on the north and the west boundary of Kennedy Road on the east.

**Zone 2** - The jurisdictional area outside Zone 1 to boundary of Ontario Labour Relations Board Area No. 8 being The Municipality of Metropolitan Toronto, The Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and the portion of the Town of Milton within the geographic Township of Esquesing, and the Towns of Ajax and Pickering in the Regional Municipality of Durham.

**Zone 3** - Beyond Zone 2 up to radius of two hundred and fifty (250) miles from Toronto City Hall.

**Zone 4** - Beyond a radius of two hundred and fifty (250) miles from Toronto City Hall.

### **Daily Travelling Expenses**

Work in Zone 2	-	six dollars and thirty cents (\$6.30)
Work in Zone 3	-	twenty dollars and thirty-seven cents (\$20.37)
Work in Zone 4	-	thirty-four dollars ( <b>\$34.00</b> )

### **17.03 Work Jurisdiction**

The jurisdiction of the Union in regard to this type of work shall be as follows:

The tending and assisting of plasterers, lathers, sprayers and drywall applicators, the operation and maintenance of mixers, pumps or any other similar mechanical device used in the performance of the Employer's operations, including the handling and distribution of all materials whatsoever into job area stockpiles or any other specific work areas designated by the Employer whether or not the same are to be reused again, the cleaning and removal of all debris associated with the above operations. All of the work involved in the erection of tubular metal or any other type of scaffolding.

### **ARTICLE 18 - EMPLOYER'S ADMINISTRATION FUND**

18.01 Each Employer bound by this Agreement shall contribute nineteen cents (\$0.19) per hour for each hour worked by each employee covered by this Agreement as required by Article **4.04** of the Master Portion.

### **ARTICLE 19 - LOCAL 506 FORMWORK SCHEDULE**

19.01 The parties agree that the provisions of the Formwork Schedule will be implemented effective January 1, 1999, with the rates and conditions applicable to the job classifications to be negotiated prior to December 31, 1998 and implemented effective January 1, 1999, subject to Article 19.09

### **19.02 Formwork Schedule**

For all employees engaged in concrete formwork and concrete placement within the jurisdictional territory of Local 506, the following conditions apply:

### 19.03 Hours of Work

A regular work week shall consist of forty-two and one half (42 1/2) hours made up of eight and one-half hours per day, Monday to Friday, between the hours of 7:00 a.m. and 5:00 p.m., or by mutual consent established in writing at a job conference.

### 19.04 Overtime

Overtime at the rate of one and one half (1 1/2) times the regular rate will be paid for the first three (3) hours worked beyond regular working hours, double the regular rate of pay thereafter, Monday to Friday, except where the make-up provisions set out above have been implemented. Where such make-up provisions are being applied, overtime at the rate of one and one half (1 1/2) times the regular rate of pay will be paid for the first three (3) hours worked beyond the combination of regular and make-up time hours, Monday to Friday.

All hours worked on Saturdays, Sundays or Statutory Holidays shall be paid at double the regular rate of pay.

### 19.05 Travelling Expenses

Travel zones shall be as follows:

**Zone 1** - The area bounded by the east boundary of Highway 27 on the west, and the south boundary of Steeles Avenue on the north and the west boundary of Kennedy Road on the east.

**Zone 2** - The jurisdictional area outside of Zone 1.

#### Travelling Expenses

Work in Zone 1	-	No travelling expenses
Work in Zone 2	-	Travelling expenses daily \$6.30

Where key men are required to work beyond the Ontario Labour Relations Board Area No.8, they shall not be paid less than the home base conditions contained herein.

Where an employee covered by the conditions of **this** Schedule is required to stay out of town, he/she shall be paid the cost of approved transportation. Board and lodging at *fifty* dollars (\$50.00) **per** day or actual costs upon presentation of receipts. This allowance shall also be paid for

Saturday and Sunday if the employees are unable to return home by reason of the location of the job site. The Employer shall have the right to make acceptable accommodations for room and board.

#### 19.06 **Make-Up Time**

Where time is lost during regular working hours, Monday through Friday, due to conditions beyond the Employer's control, then make-up time may be worked at straight time rates outside the regular hours, Monday to Friday, **up to two (2) hours** of make-up time in any one day. The total of normal hours, including make-up time, worked at straight time shall not exceed forty-two and one-half (**42%**) hours. Overtime rates shall apply to the hours beyond the make-up hours. No make-up time shall be carried forward to the next week.

#### 19.07 **Jurisdiction**

All jurisdictional problems on formwork matters shall be settled by:

- (a) internally by the parties involved, or
- (b) referred to a Formwork Council made up of Representatives of the General Contractors Section of the Toronto Construction Association and the Concrete Forming Association of Ontario.

If no resolution as per (a) and (b) above, then either party can refer to the Ontario Labour Relations Board.

#### 19.08 **Recall**

Employers engaged in the formwork industry shall have fifty percent (50%) recall. Union to supply other fifty percent (50%) from the Formworker List.

#### 19.09 **Union Steward**

Where more than five (**5**) labourers are required, the **sixth** (6) person on the job will be dispatched as the shop steward.

19.10 All labourers and formwork cement finishers presently on the appropriate Formwork and Formwork Cement Finishers List will be paid at their current rate. All new employees entering the Union after December 31, 1998, will be paid under the job classifications rates listed.

## **JOB CLASSIFICATIONS**

- a) Formwork Clean-Up Labourers
- b) Material Handling Labourers
- c) Carpenter Helpers
- d) Erection and Dismantling Labourers
- e) Concrete Vibrator Labourers
- f) Swampers
- g) **Formwork Cement Finishers**

## **FORMWORK JOB CLASSIFICATIONS**

Formwork Group 1 - Labourers

- a) Swamper
- b) Scaffold Erector
- c) Formwork Stripper
- d) Vibrator Man

Formwork Group 2 - Labourers - **All** other formwork labourers except trainees

Formwork Trainees

## **SIMCOE COUNTY SCHEDULE LOCAL 506**

### **ARTICLE 1 - ADMINISTRATIVE PARTY**

1.01 Pursuant to the provisions of Article 1.03 of the Master Agreement, the **Employers** recognize Local 506 as the administrative party for this Schedule within Ontario Labour Relations Board Area No. 18, known as the County of Simcoe, excluding the Townships of Rama, Mara and Thorah

Where there is any conflict between the Schedule and any other provisions of this Provincial Agreement, then the provisions of this Schedule shall prevail,

### **ARTICLE 2 - HIRING**

2.01 All employees hired on all projects must produce a work referral slip issued by the Local Union.

2.02 The Employer may name hire up to fifty percent (50%) of the total crew on each project, provided that:

- (a) The person is a member in good standing of Local 506.
- (b) The member is registered on the Local 506 work referral list and is currently unemployed as a result of layoff or if for any other reason has been registered for two (2) weeks or more.
- (c) The Employer notifies the Union Hall directly with the request to name hire any individual member, and at the same time provides the request for **Hall** referrals to comply with above requirements. The Employer may hire the odd numbered member only with the consent of the Union. Such consent will not be unreasonably denied.

2.03 The Employer may, subject to the provisions of Article 12 (Business Representatives, Stewards) Section 12.03 of the Master Portion, transfer employees presently in their employment from one project to another.

2.04 Notwithstanding the fifty percent (50%)ratio provided for herein, the Employer shall be free to rehire any employee who has been in their employment in the previous four (4)months provided they are still members in good standing of the Local Union and they are unemployed and registered on the work referral list. Where the Employer exercises such recall rights, the Employer shall be required to apply the 50/50 rule at the point in time when orders are placed for the recall of workers. The Employer and the General Contractors Section of the Toronto Construction Association will do everything possible to ensure that layoffs are not used to abuse the Employer's fifty percent (50%)name hire rights.

### 2.05 New Members

(a) New members of Local 506 will be requested to complete a pre-entry construction training program at the Labourers' Local 506 Training Centre.

(b) During the *first* year following commencement of **work** under this Collective Agreement, new members shall be paid seventy-five percent (75%) of the Labourers' Group "A" rate.

(c) The ratio per Employer of the first year labourer to total labourers shall be one (1) for the first four (4)labourers, and an additional first year labourer for every five (5)labourers thereafter. This ratio shall not be used to reduce the number of labourers already employed by a company. Layoffs shall be the same ratio formula as hiring.

(d) New members who can provide evidence of construction experience acceptable to the Employer and the Union are exempt from the provisions of this Article.

(e) No Employer contributions in respect to pension (Article 15) will be made. One year following the date of commencement of **work** under this Agreement, new members' rates will be adjusted to the applicable labourers' rates including pension contributions.

## ARTICLE 3 - HOURS OF WORK

3.01 Except as contained in the Formwork Schedule here under, the regular working days, subject to variation by mutual consent of the parties, shall be between 7:30 a.m. and 4:30 p.m., Monday to Friday inclusive. Any work done outside these hours shall be overtime or shift **work**. The maximum number of working hours per day shall be eight (8) and the

maximum number of working hours per week shall be forty (40) and work outside these hours shall be overtime work, save and except the provisions of this Agreement relating to shift work.

#### **ARTICLE 4 - OVERTIME**

4.01 Except as noted in the Formwork Schedule here under, all work performed by labourers under **this** Agreement in excess of the regular work day shall be overtime work. The rate of wages shall be time and one-half the regular day shift rate for the first three (3) hours of overtime work and double time the regular day shift rate thereafter.

4.02 **All** work performed on Saturdays and Sundays shall be deemed overtime work and paid for at double the regular day shift rate.

4.03 Where no Steward has been appointed on a project, the Employer shall notify the Union by telephone or facsimile in advance of working overtime on a Saturday, Sunday or Statutory Holiday.

#### **ARTICLE 5 - SHIFT WORK**

5.01 **All** shift work is to be paid at a premium of two dollars and thirty-five cents (\$2.35) per hour in excess of the employees classified rate.

5.02 Shift work is any shift started other than the regular shift 7:30 a.m. to 4:30 p.m., midnight Sunday to midnight Friday inclusive. The maximum number of hours per day shall be eight (8) and the maximum number of working hours per week shall be forty (40) and work outside these hours shall be overtime work. **All** hours worked from midnight Friday to midnight Sunday shall be paid at the appropriate overtime rate, plus shift premium when applicable.

#### **ARTICLE 6 - INCLEMENT WEATHER AND SHOW-UP TIME**

6.01 Two (2) hours' pay, together with travel expenses, shall be allowed by the Employer when an employee covered by this Agreement reports to work at the Employer's shop or job but work is not available due to any reason other than inclement weather.



**6.02 One** (1) hour's pay, together with travel expenses, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather, provided the employee remains on the job for one hour after his designated starting time. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day.

## **ARTICLE 7 - TRANSPORTATION ALLOWANCE**

### **7.01 Travel Expenses**

**Zone 1** - The area up to a twenty-five (25) mile limit by Direct Road (no allowance) from each individual project.

**Zone 2** - Outside of Zone 1.

**Zone 2** - Travel Expenses - Daily - Five dollars and fifty-nine cents (\$5.59).

**7.02** Where an employee covered by the conditions of this Schedule is required to stay out of town, he/she shall be paid the cost of approved transportation. Board and lodging at fifty dollars (\$50.00) per day or actual costs upon presentation of receipts. This allowance shall also be paid for Saturday and Sunday if the employees are unable to return home by reason of the location of the job site. The Employer shall have the right to make acceptable accommodations for room and board.

## ARTICLE 8 - WAGE RATES AND CLASSIFICATIONS

8.01 The rates of wages for Labourers during regular working periods shall be:

### GROUP "A" - Labourers not in Groups B,C,D or E

Date	Basic							OPDC			
	Wage Rate	Vac. Pay	Welf.& Dental	Pens.	Train. Fund	Tri-Fund	Legal	Total Pkg.	Emp. Local	Working Dues	W.D. Deduct
Aug 23/1998	20.83	2.08	1.65	2.24	0.32	0.05	0.05	27.22	0.19	0.10	0.42
May 1/1999	21.37	2.14	1.80	2.34	0.32	0.05	0.05	28.07	0.19	0.10	0.43
May 1/2000	21.92	2.19	1.90	2.44	0.32	0.05	0.05	28.87	0.19	0.10	0.44

### GROUP "B" - Bricklayers, labourers, mortarmen, formworker, jackhammer operator

Date	Basic							OPDC			
	Wage Rate	Vac. Pay	Welf.& Dental	Pens.	Train. Fund	Tri-Fund	Legal	Total Pkg.	Emp. Local	Working Dues	W.D. Deduct
Aug 23/1998	20.93	2.09	1.65	2.24	0.32	0.05	0.05	27.33	0.19	0.10	0.42
May 1/1999	21.47	2.15	1.80	2.34	0.32	0.05	0.05	28.18	0.19	0.10	0.43
May 1/2000	22.02	2.20	1.90	2.44	0.32	0.05	0.05	28.98	0.19	0.10	0.44

	Basic									OPDC	
	Wage	Vac.	Welf.&		Train.	Tri-		Total	Emp.	Working	W.D.
<u>Date</u>	<u>Rate</u>	<u>Pay</u>	<u>Dental</u>	<u>Pens.</u>	<u>Fund</u>	<u>Fund</u>	<u>Legal</u>	<u>Pkg.</u>	<u>Local</u>	<u>Dues</u>	<u>Deduct</u>
Aug 23/1998	20.97	2.10	1.65	2.24	0.32	0.05	0.05	27.38	0.19	0.10	0.42
May 1/1999	21.52	2.15	1.80	2.34	0.32	0.05	0.05	28.23	0.19	0.10	0.43
May 1/2000	<b>22.06</b>	2.21	1.90	2.44	0.32	0.05	0.05	29.03	0.19	0.10	<b>0.44</b>

**GROUP "D" - Cleaner and sorter**

	Basic									OPDC	
	Wage	Vac.	Welf.&		Train.	Tri-		Total	Emp.	Working	W.D.
<u>Date</u>	<u>Rate</u>	<u>Pay</u>	<u>Dental</u>	<u>Pens.</u>	<u>Fund</u>	<u>Fund</u>	<u>Legal</u>	<u>Pkg.</u>	<u>Local</u>	<u>Dues</u>	<u>Deduct</u>
Aug 23/1998	15.74	1.58	1.65	2.24	0.32	0.05	0.05	21.63	0.19	0.10	0.42
May 1/1999	16.29	1.63	1.80	2.34	0.32	0.05	0.05	22.48	0.19	0.10	0.43
May 1/2000	16.84	1.68	1.90	2.44	0.32	0.05	0.05	23.28	0.19	0.10	0.44

**GROUP "E" - New Members**

	Basic									OPDC	
	Wage	Vac.	Welf.&		Train.	Tri-		Total	Emp.	Working	W.D.
<u>M</u>	<u>Rate</u>	<u>Pay</u>	<u>Dental</u>	<u>Pens.</u>	<u>Fund</u>	<u>Fund</u>	<u>Legal</u>	<u>Pkg.</u>	<u>Local</u>	<u>Dues</u>	<u>Deduct</u>
Aug 23/1998	15.62	1.56	1.65	0.00	0.32	0.05	0.05	19.25	0.19	0.10	0.42
May 1/1999	16.03	1.60	1.80	0.00	0.32	0.05	0.05	19.85	0.19	0.10	0.43
May 1/2000	16.44	1.64	1.90	0.00	0.32	0.05	0.05	20.40	0.19	0.10	0.44

\* An additional ~~ten~~ Cents (\$0.10) to be determined May 1, 2000.

## 8.02 Working Foreman

A working foreman shall receive a minimum of one dollar and two dollars (**\$2.00**) per hour above the rate being received by a majority of Labourers he is supervising.

8.03 Where an employee covered by the conditions of this Schedule is employed in a full time capacity as a signalman or swamper, a premium of twenty-five cents (\$0.25) shall be paid to such employee.

## ARTICLE 9 - LIGHT DUTY SWING STAGE

9.01 A premium of ninety-five cents (\$0.95) per hour shall be paid to employees covered by this Agreement when working on a light duty swing stage.

9.02 Where an employee covered by this Agreement is employed in a full time capacity as a signalman or swamper, a premium of twenty-five cents (\$0.25) per hour shall be paid to such employee.

## ARTICLE 10 - SUBCONTRACTING

10.01 For the purpose of Article 2 of the Master Portion of the Provincial Agreement, Local 506 shall be recognized as the exclusive affiliated bargaining agent for the work of formworker labourers on building structures within Ontario Labour Relations Board Area No.18.

## ARTICLE 11 - SPECIALTY TERMS AND CONDITIONS

11.01 The terms and conditions of the Collective Agreement between the Local and various contractors shall apply to post-tensioning, prestressing, diamond concrete saw cutting, cutting, coring and drilling and the erection and finishing of precast concrete products.

## ARTICLE 12 - VACATION PAY

12.01(a) Vacation pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of **gross** wages earned after the date hereof.

(b) During the term of any one (1) year, two (2) weeks' vacation without pay may be taken by an employee exclusive of statutory holidays

(c) Payment of vacation pay shall be made quarterly on or before the first days of January, April, July and October in each year and in accordance with the provisions of the *Employment Standards Act* and regulations governing the construction industry. Vacation pay shall include an amount of six percent (6%) in lieu of payment for statutory holidays.

## **ARTICLE 13 - WELFARE**

13.01 It is agreed that the established Labourers' Union Local 506 (Construction Division) Employees Benefit Trust shall continue and the Employer shall pay an amount of one dollar and sixty-five cents (\$1.65) per hour, effective May 1, 1999, this amount shall increase to one dollar and eighty cents (\$1.80) per hour and effective May 1, 2000, this amount shall increase to one dollar and ninety cents (\$1.90) per hour, earned by each employee covered by this Agreement. Such monies shall be entered on a form as designated by the Trustees from time to time and remitted directly to the said Welfare Fund by the fifteenth (15th) day of the month following the month for which the contributions are made.

13.02 Prepaid Legal - It is agreed that the Employer shall pay into the established Labourers' Union Local 506 Prepaid Legal Services Trust, an amount of five cents (\$0.05) per hour earned for each employee covered under this Agreement. Such monies to be remitted in accordance with Article 13.01 above.

## **ARTICLE 14 - TRAINING**

14.01 It is agreed that the Employer shall pay thirty cents (\$0.30) into the Labourers' Local 506 Training Fund for each hour earned by each employee covered by this Agreement. Such monies shall be entered on a form as designated by the Training Fund by the fifteenth (15th) day of the month following the month for which contributions are made.

14.02 WHMIS - The Employer agrees to pay the sum of two cents (\$0.02) per hour for each hour earned by the employees of the Employer covered by this Agreement to the Labourers' Local 506 Training Fund in respect of

WHMIS Training. This payment shall be solely at the Employer's expense and shall be in addition to the total wage rate contributions and allowances provided for in this Agreement and any renewals thereof. It is further understood and agreed that by providing for such training, the Training Fund shall not in any way incur any liability or responsibility for worker education required under the *Occupational Health and Safety Act* and regulations thereto.

## **ARTICLE 15 - PENSION**

15.01 It is agreed that the Employer shall pay into the established Labourers' Pension Fund of Central and Eastern Canada, the amount of two dollars and twenty-four cents (\$2.24) per hour, effective May 1, 1999, this amount shall increase to two dollars and thirty-four cents (\$2.34) per hour and effective May 1, 2000, this amount shall increase to two dollars and forty-four cents (\$2.44) per hour for each hour worked by each employee covered by this Agreement. Such contributions shall be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the preceding calendar month.

The parties hereto may apply on the advice of the Trustees of the Funds established or continued hereunder part of the wage increases for the provisions of benefits.

15.02 The Employer agrees to contribute the sum of five cents (\$0.05) per hour worked as Tri-Fund contributions and remit same to the Labourers' Pension Fund of Central and Eastern Canada on the fifteenth (15th) day of the calendar month following the month in which the hours were worked

## **ARTICLE 16 - LABOURERS' UNION ADMINISTRATION FUND DEDUCTIONS AND CONTRIBUTIONS**

16.01 The employees hereby agree that each Employer shall deduct an amount equal to two percent (2%) of the Group "A" hourly rate, forty-two cents (\$0.42) per hour, effective May 1, 1999, this amount shall increase to forty-three cents (\$0.43) and effective May 1, 2000, this amount shall

increase to forty-four cents (\$0.44) per hour for each hour earned to be allocated to the Labourers' International Union, Local 506 Administration Fund. Such monies to be remitted together with an additional deduction as provided for in Article 4.01 of the Master Portion for monthly union dues to the Administrator of the Welfare Trust Fund with welfare contributions.

16.02 In addition, Ontario Provincial District Council working dues of ten cents (\$0.10) per hour as provided for in Article 4.02 of the Master Portion, shall be deducted and remitted no later than the fifteenth (15th) day of each month following the month for which deductions were made, for deposit to the "Labourers' International Union, Local 506 Administration Fund".

## **ARTICLE 17 - EMPLOYER'S ADMINISTRATION FUND**

17.01 Each Employer bound by this Agreement shall contribute nineteen cents (\$0.19) per hour for each hour worked by each employee covered by this Agreement as required by Article 4.04 of the Master Portion.

## **ARTICLE 18 - LOCAL 506 FORMWORK SCHEDULE**

18.01 The parties agree that the provisions of the Formwork Schedule will be implemented effective January 1, 1999, with the rates and conditions applicable to the job classifications to be negotiated prior to December 31, 1998 and implemented effective January 1, 1999, subject to Article 18.09.

### **18.02 Formwork Schedule**

For all employees engaged in concrete formwork and concrete placement within the jurisdictional territory of Local 506, the following conditions apply:

### **18.03 Hours of Work**

A regular work week shall consist of forty-two and one half (42 1/2) hours made up of eight and one-half hours per day, Monday to Friday, between the hours of 7:00 a.m. and 5:00 p.m., or by mutual consent established in writing at a job conference.

### **18.04 Overtime**

Overtime at the rate of one and one half (1 1/2) times the regular rate

will be paid for the first three (3) hours worked beyond regular working hours, double the regular rate of pay thereafter, Monday to Friday, except where the make-up provisions set out above have been implemented. Where such make-up provisions are being applied, overtime at the rate of one and one half (1 1/2) times the regular rate of pay will be paid for the first three (3) hours worked beyond the combination of regular and make-up time hours, Monday to Friday.

All hours worked on Saturdays, Sundays or Statutory Holidays shall be paid at double the regular rate of pay.

#### 18.05 **Travel Expenses**

**Zone 1** - The area up to a twenty-five (25) mile limit by Direct Road (no allowance) from each individual project.

**Zone 2** - Outside of Zone 1.

**Zone 2** - Travel Expenses - Daily - Five dollars and fifty-nine cents (\$5.59).

Where an employee covered by the conditions of this Schedule is required to stay out of town, he/she shall be paid the cost of approved transportation. Board and lodging at fifty dollars (\$50.00) per day or actual costs upon presentation of receipts. This allowance shall also be paid for Saturday and Sunday if the employees are unable to return home by reason of the location of the job site. The Employer shall have the right to make acceptable accommodations for room and board,

#### 18.06 **Make-Up Time**

Where time is lost during regular working hours, Monday through Friday, due to conditions beyond the Employer's control, then make-up time may be worked at straight time rates outside the regular hours, Monday to Friday, up to two (2) hours of make-up time in any one day. The total of normal hours, including make-up time, worked at straight time shall not exceed forty-two and one-half (42½) hours. Overtime rates shall apply to the hours beyond the make-up hours. No make-up time shall be carried forward to the next week

#### 18.07 **Jurisdiction**

All jurisdictional problems on formwork matters **shall** be settled by:

- (a) internally by the parties involved, or
- (b) referred to a Formwork Council made up of Representatives of



the Concrete Forming Association of Ontario.

If no resolution as per (a) and (b) above, then either party can refer to the Ontario Labour Relations Board.

### **18.08 Recall**

Employers engaged in the formwork industry shall have fifty percent (50%) recall. Union to supply other fifty percent (**50%**) from the Formworker List.

### **18.09 Union Steward**

Where more than five (**5**) labourers are required, the sixth (**6**) person on the job will be dispatched as the shop steward.

18.10 All labourers and formwork cement finishers presently on the appropriate Formwork and Formwork Cement Finishers List will be paid at their current rate. All new employees entering the Union after December 31, 1998, will be paid under the job classifications rates listed.

## **JOB CLASSIFICATIONS**

- a) Formwork Clean-Up Labourers
- b) Material Handling Labourers
- c) Carpenter Helpers
- d) Erection and Dismantling Labourers
- e) Concrete Vibrator Labourers
- f) Swampers
- g) Formwork Cement Finishers

## **FORMWORK JOB CLASSIFICATIONS**

### **Formwork Group 1 - Labourers**

- a) Swamper
- b) Scaffold Erector
- c) Formwork Stripper
- d) Vibrator Man

**Formwork Group 2 - Labourers - All other formwork labourers except trainees.**

### **Formwork Trainees**

**LOCAL UNION SCHEDULE FOR  
LOCAL 527 - OTTAWA**

For the territorial jurisdiction of Labourers' International Union of North America, Local 527 (hereinafter called "Local 527").

**ARTICLE 1 - RECOGNITION**

1.01 The Employer recognizes Local 527 as the exclusive administrative party of the Collective Agreement for all occupations herein covered under Appendix "A" in its employ, working in or out of Zones 1, 2, and 3 of this Schedule, and for whom Local 527 has bargaining rights.

**Zone 1** - The Regional Municipality of Ottawa-Carleton and the County of Russell.

**Zone 2** - The Counties of Lanark, Grenville, Dundas, Stormont, Glengarry and all work within the geographical boundaries of McNab Township in the County of Renfrew including all municipalities therein.

**Zone 3** - The County of Prescott and all work within the County of Renfrew remaining from Zone 2.

1.02 It is agreed and understood that the work of watchman and flagman will be as determined by Appendix "A".

1.03 Security guards must not perform the above-mentioned occupations. Security guards may be hired during a strike for protection of property. If Local 527 cannot supply watchmen or flagmen, then the Employer may hire guards who shall be replaced by members of Local 527 as soon as available.

**ARTICLE 2 - SUBCONTRACTING**

2.01 It is agreed that the subcontractor clause of the Master Portion of the Provincial Agreement will apply to concrete finishing other than floor finishing which may be performed under the Labourers' Provincial Collective Agreement or the Operative Plasterers and Cement Masons International Association Provincial Collective Agreement Local 124.

2.02 Subcontractors who are a signatory to the National Capital Road Builders Association Collective Agreement for excavation, sewers and

watchman, tool cutting and painting etc. shall be bound by their Agreement for wages, hours of work, overtime, vacation pay and benefit contribution, while working inside the property line. This applies only to work covered by the classifications in said Agreements and the Employer agrees to sublet only to subcontractors who are in contractual relation with the Union while acting as a subcontractor within the I.C.I. project.

2.03 Subcontractors who are signatory to the Concrete **Cutting** and Coring Collective Agreement shall be bound by their Agreement for wages, hours of work, overtime, vacation pay and benefit contributions, while working inside the property line. **This** applies only to work covered by the classifications in said Agreement and the Employer agrees to sublet only to subcontractors who are in contractual relations with the Union while acting as a subcontractor within the I.C.I. project.

### **ARTICLE 3 - WAGES**

3.01 The wages shall be as per Appendix "A" attached hereto, which shall form part of **this** Schedule.

### **ARTICLE 4 - HOURS OF WORK AND OVERTIME RATES**

4.01 The regular work week shall consist of forty-two and one-half (42-1/2) hours made up of eight and one-half (8-1/2) hours per day, Monday through Friday, between 7:00 a.m. and 5:00 p.m. Starting and quitting times between April 15 and September 15 may be modified by agreement of Local 527 and the Employer.

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

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

4.04 Where the employees are required to **work** overtime and they have not been notified of the extended work the previous day, and such overtime results in the employees having **to** work longer than five (5) consecutive hours, they will receive ten dollars (\$10.00) as food allowance or a reasonable meal provided by the Employer.

## **ARTICLE 5 - REPORTING TIME AND NOTICE OF LAYOFF**

**5.01** Subject to Sections 5.02 and 5.03 for the purpose of determining the minimum wage that shall be paid to an employee:

(a) The employee shall be deemed to be working during the time that he is required by his Employer to remain at his place of employment whether or not he is otherwise working; and

(b) An employee who is required by his Employer to report at his place of employment and who works less than three (3) hours on any day shall be paid for at least three (3) hours.

**5.02** Section 5.01 does not apply when the Employer is unable to provide work for the employee because of fire, lightning, power failure, storms or like cause of work stoppage beyond the control of the Employer.

**5.03** Section 5.01 does not apply when the employees have been previously notified that there will be no work or when an employee reports in a physical state detrimental to the employees and/or the Employer.

**5.04** One hour (1) reporting time for inclement weather will be paid to the employees covered by this Agreement.

**5.05** Any employee shall be entitled, when he is laid-off, to one (1) hour's notice with pay or as per the tradesmen he tenders, whichever is the greater.

## **ARTICLE 6 - FOREMEN**

**6.01** The Employer agrees that members of Local 527 shall receive orders only from one person, who shall be either the Labourers' foreman or the supervisor.

**6.02** If the foreman or the supervisor instructs the members of Local 527 to do so, then the members of the Union may receive orders from the tradesmen they tender.

**6.03** Labourers' foreman shall be subject to the provisions of Article 2 of the Master Portion of the Agreement.

## **ARTICLE 7 - SHIFT WORK PREMIUM**

7.01 All shift work is to be paid at a premium of time and one-seventh. Time and one-half on shift work shall be paid for, calculated on the basis of the shift premium.

7.02 Shift work is any shift other than the regular work day contemplated by Article 4 of this Schedule and subject to Article 18 of this Schedule.

## **ARTICLE 8 - VACATION PAY**

8.01 Vacation pay shall be ten percent (10%) of total earnings. The remittance of vacation pay shall be made as required herein by Article 12.02 of this Schedule.

8.02 There shall be no discrimination against any employee who takes a maximum of two (2) weeks' vacation in any one year.

8.03 It is understood that vacation pay includes six percent (6%) for the statutory holidays and four percent (4%) for vacation pay. However, work performed on statutory holidays will be paid at double time the regular rate of wage.

8.04 By agreement of the Employer and the **Local** Union, construction sites may close down during the two (2) 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 - TRAVELLING ALLOWANCE**

9.01 If any project under construction by the Employer is located beyond the National Capital Commission Greenbelt or beyond the city limits of Cornwall, 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 are required to travel to or from this project, shall have their transportation arranged by the Employer.

9.02 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.

9.03 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.

9.04 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.

9.05 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 paragraphs 3 and 4 of this Article. The Employer shall also provide to the employees adequate board or lodging or pay to the employees forty dollars (\$40.00) 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 10 - NEW JOB CLASSIFICATION**

10.01 **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 11 - STUDENTS**

11.01 Students hired as such between April 15 and September 15 must become members of Local **527** as per Article 2 of this Agreement. The Employer will be allowed one (1) student **up** to seven (7) labourers, two (2) students up to fourteen (14) labourers and one (1) student thereafter for every additional seven (7) labourers. Lesser rates of wages for students as such shall be mutually agreed by the Employer, Local **527** and the student before hiring time.

**ARTICLE 12 - WELFARE, VACATION PAY, ADMINISTRATION  
AND UNION DUES, PENSION, HEALTH AND  
SAFETY AND TRI-FUND**

12.01 The Employer agrees to contribute to the following Funds:

CONTRIBUTIONS TO THE BENEFIT FUND	EFFECTIVE DATES		
	Aug. 13, 1998	May 1, 1999	May 1, 2000
L.I.U.N.A. Local 527 Benefit Plan	\$ 0.95	\$ 1.00	\$ 1.00
L.I.U.N.A. Local 527 Admin. Fund	\$ 0.60	\$ 0.60	\$ 0.60
L.I.U.N.A. Ontario Provincial District Council	\$ 0.10	\$ 0.10	\$ 0.10
L.I.U.N.A. Local 527 Legal Fund	\$ 0.15	\$ 0.15	\$ 0.15
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)	\$ 0.15	\$ 0.15	\$ 0.15
PST on Benefit Fund	\$ 0.076	\$ 0.080	\$ 0.080
<b>Total Contributions to Benefit Plan</b>	<b>\$ 2.02</b>	<b>\$ 2.08</b>	<b>\$ 2.08</b>
Industry Fund	\$ 0.22	\$ 0.22	\$ 0.22
GST on Industry Fund	\$ 0.016	\$ 0.016	\$ 0.016
<b>Total Contributions to Industry Fund</b>	<b>\$ 0.23</b>	<b>\$ 0.23</b>	<b>\$ 0.23</b>
Pension Fund	\$ 1.92	\$ 1.92	\$ 2.02
Canadian Tri-Fund	\$ 0.05	\$ 0.05	\$ 0.05
<b>Total Contributions to the Pension Fund</b>	<b>\$ 1.97</b>	<b>\$ 1.97</b>	<b>\$ 2.07</b>
<b>TOTAL CONTRIBUTIONS</b>	<b>\$ 4.23</b>	<b>\$ 4.28</b>	<b>\$ 4.38</b>

12.02 The Employer agrees to contribute to the L.I.U.N.A. Local 527 Benefit Fund the above mentioned contributions to the Benefit Fund for each hour worked by each employee covered by Appendix 'A' of this Schedule,

The hourly rate shown in Appendix 'A' of **this** Schedule has been reduced to cover Council Administration Dues and L.I.U.N.A. Local 527 Administration and shall be remitted monthly by the Administrator of Local 527 Benefit Trust Fund to Local 527 Secretary-Treasurer.

Legal Fund contributions shall be remitted by the Administrator of Local 527 Benefit Trust Fund to the Local 527 Legal Service Fund.

Local 527 Tri-Fund shall be remitted by the Administrator of Local 527 Benefit Trust Fund, as directed by Local 527, to one or all of the following Funds: L.I.U.N.A. Local 527 L.E.C.E.T. Fund, L.I.U.N.A. Local 527 Health & Safety Fund and L.I.U.N.A. Local 527 Training Fund.

12.03 The Employer agrees to remit the vacation pay to the Local 527 Vacation Pay Trust Funds.

12.04 Both parties agree to an equal number of Trustees to manage the Benefit and Vacation Pay Trust Funds.

12.05 The Employer agrees to contribute the above mentioned 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

12.06 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.

12.07 Contributions to the Benefit Fund and vacation pay shall be remitted to the Local 527 Trust Fund and contributions to the Pension Fund 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 Administrators of the Benefit, Vacation Pay and Tri-Funds and send one copy of such a form at the same time to Local 527.

12.08 A **penalty** of five percent or **sixty** 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.



**12.09** If Local **527** decides to revise the above deductions or contributions, then the Employer agrees to deduct accordingly.

**12.10** Each monthly report of contributions to the Benefit Fund, vacation pay and contributions to the Pension Fund 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.

**12.11** 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 Ottawa Construction Association or the E.B.A.

**12.12** The Employer Industry Fund as required by Article **4.04** of the Master Portion of **this** Agreement, **shall** be remitted on forms supplied by the Administrator of Local **527** Benefit Trust Fund by all Employers signatory to the Agreement and working in Zones I, II and III irrespective of any requirements in any trade appendix to the Master Agreement.

The sum received by the Association shall be the Employer's contribution to the costs of the Association in negotiating and administering this Collective Agreement and other related labour relations matters.

## **ARTICLE 13 - NO DISCRIMINATION**

**13.01** There shall be no discrimination against any veterans who elect not to work on Remembrance Day, provided that the said employees notify the contractor prior to Remembrance Day of their intention not to **work**.

## **ARTICLE 14 - ELDERLY PROTECTION CLAUSE**

**14.01** The Employer agrees to hire at least one member fifty-five (**55**) years of age or over for every ten (**10**) labourers in their employ, provided such member is medically fit and capable of performing the work.

## **ARTICLE 15 - HIRING/RECALL**

15.01 When hiring, a request by the Employer for a named individual who is a member in good standing of the Union, registered on the out of work list, shall not be unreasonably denied by the Union.

15.02 When hiring, the Employer shall have the prerogative of first rehiring any employee who has been in **his** employ during the preceding twelve (12) months of the date of rehire and such employee shall first obtain a referral slip from the Union.

## **ARTICLE 16 - UNION DUES**

16.01 The Employer agrees to 'deduct Union dues in accordance with Article 4.01 of the Master Agreement.

## **ARTICLE 17 - NEW LABOURERS**

17.01 A new labourer is a labourer with less than eighteen (18) months demonstrable experience in the construction industry.

17.02 The Union shall ensure that the new labourer complete a safety and basic training course at the Local Union's Training Centre, or demonstrate sufficient knowledge or skills through previous experience or training.

17.03 The new labourer shall complete such training prior to starting work for any Employer.

17.04 The new labourer shall be paid as follows:

1st six months	-	75% of the wage of regular labourers
2nd six months	-	80% of the wage of regular labourers
3rd six months	-	85% of the wage of regular labourers

17.05 The ratio per Employer of the new labourer to total labourers shall be one (1) for the first four (**4**)labourers and an additional first year labourer for every five (**5**) labourers thereafter.

## **ARTICLE 18 - OCCUPIED PREMISES**

18.01 Occupied premises shall be defined as commercial and institutional facilities on which it is impractical to perform ~~work~~ during the regular business hours applicable to such business. Work within such facilities may be performed under the following conditions:

- (a) Eight hours per day at the applicable straight time hourly rate to a maximum of five **(5)** consecutive days within each seven (7) day cycle.
- (b) Applicable overtime rates shall be paid after eight (8) hours in any shift and for all work performed on the sixth (6th) and seventh **(7th)** days.

## **ARTICLE 19 - INTERPRETATION OF AGREEMENT**

19.01 In the event of conflict between this Schedule and any other part of this Agreement, this Schedule shall in all instances prevail.

**APPENDIX "A"**

Category	Effective Date	Hourly Rate	Contributions to Funds	Vacation Holiday Credits	Total Hourly Wage Package
General Labourer and skid steer machine operator	Aug 13, 1998	\$ 21.48	\$ 4.23	\$ 2.14	\$ 27.86
	May 1, 1999	\$ 21.98	\$ 4.28	\$ 2.19	\$ 28.46
	May 1, 2000	\$ 22.48	\$ 4.38	\$ 2.24	\$ 29.11
Vibrator man, wagon driller, concrete patcher, fork lift operator (9'0" high and under), bush hammerman, sandblaster, wet grinder, concrete driller and cutter	Aug 13, 1998	\$ 21.68	\$ 4.23	\$ 2.16	\$ 28.08
	May 1, 1999	\$ 22.18	\$ 4.28	\$ 2.21	\$ 28.68
	May 1, 2000	\$ 22.68	\$ 4.38	\$ 2.26	\$ 29.33
Powderman, airtrack driller, gunite worker, diamond driller	Aug 13, 1998	\$ 21.88	\$ 4.23	\$ 2.18	\$ 28.30
	May 1, 1999	\$ 22.38	\$ 4.28	\$ 2.23	\$ 28.90
	May 1, 2000	\$ 22.88	\$ 4.38	\$ 2.28	\$ 29.55
<b>Labour</b> Foreman	Aug 13, 1998	\$ 22.48	\$ 4.23	\$ 2.24	\$ 28.96
	May 1, 1999	\$ 22.98	\$ 4.28	\$ 2.29	\$ 29.56
	May 1, 2000	\$ 23.48	\$ 4.38	\$ 2.34	\$ 30.21

Yard employee and wrecker on demolition of buildings (this does not include interior demolition for renovation). Watchperson and flagperson [hired as such). Cleaner Additional employees required for daily trades clean-up only. (This does not include clean-up after labourers engaged in masonry, forming, concrete, general clean-up or other labourers work).	Aug 13, 1998	\$ 17.18	\$ 4.23	\$ 1.71	\$ 23.13
	May 1, 1999	\$ 17.68	\$ 4.28	\$ 1.76	\$ 23.75
	May 1, 2000	\$ 18.18	\$ 4.38	\$ 1.81	\$ 24.38
Journeyman	Aug 13, 1998	\$ 23.66	\$ 4.23	\$ 2.36	\$ 30.25
	May 1, 1999	\$ 24.16	\$ 4.28	\$ 2.41	\$ 30.86
	May 1, 2000	\$ 24.66	\$ 4.38	\$ 2.46	\$ 31.51
Foreman	Aug 13, 1998	\$ 25.16	\$ 4.23	\$ 2.51	\$ 31.90
	May 1, 1999	\$ 25.66	\$ 4.28	\$ 2.56	\$ 32.51
	May 1, 2000	\$ 26.16	\$ 4.38	\$ 2.61	\$ 33.16

## **Appendix 'A' - Continued**

**Zone II** - Eighty percent (80%) of Zone I except within the city limits of Cornwall and Arnprior where the wage shall be ninety percent (90%) of Zone I.

**Zone III** - Seventy-five percent (75%) of Zone I.

Wages for Precast erector and welder shall be as required by the Precast Erection Provincial Agreement.

The hours **of work for** watchmen will be as laid down in the *Ontario Employment Standards Act*.

. . .

**LOCAL UNION SCHEDULE FOR  
LOCAL 527 - OTTAWA**

**CEMENT FINISHERS AND WATERPROOFERS**

**ARTICLE 1 - HOURS OF WORK**

1.01 The regular work day from Monday to Friday shall consist of eight (8) hours per day with a thirty (30) minute lunch break near the midpoint of the shift.

1.02 All work in excess of eight (8) hours per day and forty (40) hours per week shall be at the rate of one and one-half (1-1/2) times the regular journeyman's rate.

1.03 Premium rate for irregular starting time does not apply

1.04 All work commencing on Saturday, Sunday and holidays shall be at double time.

1.05 Any employee commencing a shift on Friday which runs into overtime shall be paid time and one-half (1-1/2) his regular rate for such overtime until 6:00 a.m. the following morning and then double time thereafter.

1.06 Regardless of the timing or scheduling of concrete pours, the Employer shall provide eating periods of at least one-half hour at such intervals as will result in no employee working longer than five (5) consecutive hours without an eating period.

1.07 When hiring, a request by the Employer for a named individual who is a member in good standing of the Union, registered on the out of work list, shall not be unreasonably denied by the Union.

**ARTICLE 2 - REPORTING ALLOWANCE**

2.01 When an employee 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 two (2) hours reporting time including travelling time plus car expenses, if applicable.

**2.02** One hour reporting time, plus travel time and car expenses if applicable, **shall** be paid by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather.

**2.03** There shall be no reprisals against any employee not starting back to work in cases where the foregoing conditions exist.

**2.04** Once an employee **has** commenced **his** regular work day, he shall be paid a minimum of eight (8) hours provided the employee **has** not refused to complete his regular work day on another location; provided also that the employee is not requested to start another pour at another location.

**2.05** In the event that an employee is requested to transfer to another job site during the same eight (8) hour regular work day, the Employer will pay the cost of any additional parking incurred by the employee.

### **ARTICLE 3 - SCHEDULING OF CONCRETE**

**3.01** Scheduling of concrete pours shall be determined prior to 4:30 p.m. the day before such pours and the Employer will give floor finishers currently employed by such Employer a minimum of fifteen (15) hours' notice if they have to commence work at or before 8:00 a.m.; four (4) hours' notice shall be given on second and third call-ins.

**3.02** It is further understood and agreed that for safety reasons, no employees shall work on night shift unless there is more than one employee working for the same Employer on the same project.

### **ARTICLE 4 - TRAVEL EXPENSE**

#### **4.01 Out-of-Town Work**

When an employee is required to work outside the area of a fifteen (15) mile radius from the Parliament Building, Ottawa, Ontario, he shall receive travel expenses commencing from the said radius to and from the job



on the basis of one-half (1/2) hour pay up to 40 km each way, **one** (1) hour pay up to 80 km, and two (2) hours' pay **up** to 160 km each way and so on.

#### 4.02 **Vehicle Expenses**

When an employee is eligible to receive travel time allowance and when in conjunction therewith, he is requested by the Employer to use his own private vehicle for transportation, he shall be paid a vehicle expense of thirty-five cents (\$0.35) a mile for all miles travelled from the fifteen (15) mile radius.

#### 4.03 **Room and Board**

When the employee is required to temporarily relocate and reside at or near a project outside the fifteen (15) mile radius, the sum of forty dollars (\$40.00) per day will be paid to the employee for board and lodging.

4.04 An employee who is required to stay out of town shall be paid the cost of approved transportation. Board and lodging at forty dollars (\$40.00) per day or actual cost on presentation of receipts. This allowance shall also be paid for Saturday and Sunday if the employees are unable to return home by reason of the location of the job site. The Employer shall have the right to make acceptable accommodation for room and board.

### **ARTICLE 5 - TIMING OF CONCRETE POURS**

5.01 It is agreed that it is not in the interest of either party to commence a concrete floor pour after 9:00 a.m. on any day. It is further agreed, therefore, that concrete floor pours shall be scheduled to commence prior to 9:00 a.m. on any day.

5.02 A committee composed of representatives from Employers and Unions will **be** set up to meet with appropriate representatives of the industry to establish reasonable standards for the concrete **slump**.

**ARTICLE 6 - WELFARE, VACATION PAY, ADMINISTRATION  
AND UNION DUES, PENSION, HEALTH AND SAFETY  
AND TRI-FUND**

6.01 The Employer agrees to contribute to the following Funds:

CONTRIBUTIONS TO THE BENEFIT FUND	EFFECTIVE DATES		
	Aug. 13, 1998	May 1, 1999	May 1, 2000
L.I.U.N.A. Local <b>527</b> Benefit Plan	\$ 0.95	\$ 1.00	\$ 1.00
L.I.U.N.A. Local <b>527</b> Admin. Fund	\$ 0.60	\$ 0.60	\$ 0.60
L.I.U.N.A. Ontario Provincial District Council	\$ 0.10	\$ 0.10	\$ 0.10
L.I.U.N.A. Local <b>527</b> Legal Fund	\$ 0.15	\$ 0.15	\$ 0.15
L.I.U.N.A. Local <b>527</b> Tri-Fund (consisting of L.I.U.N.A. Local <b>527</b> LECET fund, L.I.U.N.A. Local <b>527</b> Health and Safety Fund and the L.I.U.N.A. Local <b>527</b> Training Fund)	\$ 0.15	\$ 0.15	\$ 0.15
PST on Benefit Fund	\$ 0.076	\$ 0.080	\$0.080
<b>Total Contributions to Benefit Plan</b>	<b>\$ 2.02</b>	<b>\$ 2.08</b>	<b>\$ 2.08</b>
Industry Fund	\$ 0.22	\$ 0.22	\$ 0.22
GST on Industry Fund	\$ 0.016	\$ 0.016	\$ 0.016
<b>Total Contributions to Industry Fund</b>	<b>\$ 0.23</b>	<b>\$ 0.23</b>	<b>\$ 0.23</b>
Pension Fund	\$ 1.92	\$ 1.92	\$ 2.02
Canadian Tri-Fund	\$ 0.05	\$ 0.05	\$ 0.05
<b>Total Contributions to the Pension Fund</b>	<b>\$ 1.97</b>	<b>\$ 1.97</b>	<b>\$ 2.07</b>
<b>TOTAL CONTRIBUTIONS</b>	<b>\$ 4.23</b>	<b>\$ 4.28</b>	<b>\$ 4.38</b>

**6.02** The Employer agrees to contribute to the L.I.U.N.A. Local **527** Benefit Fund the above mentioned contributions to the Benefit Fund for each hour worked by each employee covered by Appendix 'A' of this Schedule.

The hourly rate shown in Appendix 'A' of **this** Schedule has been reduced to cover Council Administration Dues and L.I.U.N.A. Local **527** Administration and shall be remitted monthly by the Administrator of Local **527** Benefit Trust Fund to Local **527** Secretary-Treasurer.

Legal Fund contributions shall be remitted **by** the Administrator of Local **527** Benefit Trust Fund to the Local **527** Legal Service Fund.

Local **527** Tri-Fund shall be remitted by the Administrator of Local **527** Benefit Trust Fund, as directed by Local **527**, to one or all of the following Funds: L.I.U.N.A. Local **527** L.E.C.E.T. Fund, L.I.U.N.A. Local **527** Health & Safety Fund and L.I.U.N.A. Local **527** Training Fund.

**6.03** The Employer agrees to remit the vacation pay to the Local **527** Vacation Pay Trust Funds.

**6.04** Both parties agree to an equal number of Trustees to manage the Benefit and Vacation Pay Trust Funds.

**6.05** The Employer agrees to contribute the above mentioned 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

**6.06** 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.

**6.07** Contributions to the Benefit Fund and vacation pay shall be remitted to the Local **527** Trust Fund and contributions to the Pension Fund 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 Administrators of the Benefit, Vacation Pay and Tri-Funds and send one copy of such a form at the same time to Local **527**.

**6.08** A penalty of five percent (**5%**) or sixty percent (**60%**) 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.

**6.09** If Local **527** decides to revise the above deductions or contributions, then the Employer agrees to deduct accordingly.

**6.10** Each monthly report of contributions to the Benefit Fund, vacation pay and contributions to the Pension Fund 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.

**6.11** 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 Ottawa Construction Association or the E.B.A.

**6.12** The Employer Industry Fund as required by Article 4.04 of the Master Portion of this Agreement, shall be remitted on forms supplied by the Administrator of Local **527** Benefit Trust Fund by all Employers signatory to the Agreement and working in Zones I, II and III irrespective of any requirements in any trade appendix to the Master Agreement.

The sum received by the Association shall be the Employer's contribution to the costs of the Association in negotiating and administering this Collective Agreement and other related labour relations matters.

Category	Effective Date	Hourly Rate	Contributions to Funds	Vacation Holiday Credits	Total Hourly Wage Package
Journeyman	Aug 13, 1998	\$ 23.66	\$ 4.23	\$ 2.36	\$ 30.25
	May 1, 1999	\$ 24.16	\$ 4.28	\$ 2.41	\$ 30.86
	May 1, 2000	\$ 24.66	\$ 4.38	\$ 2.46	\$ 31.51
Foreman	Aug 13, 1998	\$ 25.16	\$ 4.23	\$ 2.51	\$ 31.90
	May 1, 1999	\$ 25.66	\$ 4.28	\$ 2.56	\$ 32.51
	May 1, 2000	\$ 26.16	\$ 4.38	\$ 2.61	\$ 33.16
Concrete Pump and Boom Truck Operators	Aug 13, 1998	\$ 22.48	\$ 4.23	\$ 2.24	\$ 28.96
	May 1, 1999	\$ 22.98	\$ 4.28	\$ 2.29	\$ 29.56
	May 1, 2000	\$ 23.48	\$ 4.38	\$ 2.34	\$ 30.21
Bob Cat or similar machine Operator	Aug 13, 1998	\$ 21.48	\$ 4.23	\$ 2.14	\$ 27.86
	May 1, 1999	\$ 21.98	\$ 4.28	\$ 2.19	\$ 28.46
	May 1, 2000	\$ 22.48	\$ 4.38	\$ 2.24	\$ 29.11

### CEMENT MASON APPRENTICE

First Year	.....	60%
Second Year	.....	75%
Third Year	.....	90%

## **LOCAL UNION SCHEDULE FOR LOCAL 597 - OSHAWA**

Covering Building Construction Industry, Ontario Labour Relations Board Areas 9, 10 and 18.

### **ARTICLE 1 - CODE OF ETHICS**

1.01 All parties to this Agreement agree to co-operate fully in every legal and proper way to establish and maintain in the construction industry and within the territory in which they shall operate, a code of ethics and fair practices which will ensure compliance with the intent and spirit of this Agreement as well as its specific terms and conditions and to direct their efforts individually and collectively as circumstances may warrant and justify, to the elimination of destructive work practices and unfair competition.

### **ARTICLE 2 - JURISDICTIONAL CLAIMS**

2.01 The jurisdictional territory of the Agreement **shall** cover the region of Durham (with the exception of part of Pickering Township on a line running from the south of Lake Ontario to the north at the third concession on Pickering Beach Road) and including all towns and townships therein, namely the Town of Whitby, Whitby Township, Uxbridge Township and Uxbridge Town, Scott, Reach, Brock, Town of Port Perry, City of Oshawa and vicinity. The County of Durham, including Darlington, Cartwright, Clark, Manvers, Hope and Millbrook. The County of Northumberland, including Hamilton, Haldimand, Alnwick Townships, Towns of Cobourg, Grafton and Baltimore (Zone I).

2.02 The District of Muskoka and the Townships of Rama, Mara and Thorah in the County of Simcoe (Zone II).

### **ARTICLE 3 - HOURS OF WORK**

3.01 The regular working hours per day shall be eight and one-half (8-1/2) from Monday to Friday inclusive and the maximum number of working hours per week shall be forty-two and one half (42 1/2) and work outside

these hours shall be overtime work.

**3.02 Regular Day Shift** - The regular day shift will be worked between the hours of **7:00** a.m. and **4:30** p.m.

**3.03** In case of layoff, all employees will receive one (1) hour's notice in advance or pay in lieu of notice.

#### **ARTICLE 4 - OVERTIME**

**4.01** All work performed by labourers under this Agreement in excess of the regular work day Monday to Friday, shall be overtime work. The rate of wages shall be time and one-half the regular day shift rate for the first two (2) hours and double time the regular day shift rate thereafter. All work performed on Saturday and Sunday shall be deemed overtime work and paid for at double the regular day shift rate.

#### **ARTICLE 5 - SHIFT WORK**

**5.01** Second shift is to be paid at a premium of time and one-seventh

**5.02** Shift work is any shift started other than regular shift as outlined in Article 3.

#### **ARTICLE 6 - INCLEMENT WEATHER AND SHOW-UP TIME**

**6.01** One (1) hour's pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site, but no work is available due to the inclement weather, provided the employee remains on the job for one (1) hour after his designated starting time, unless instructed by his immediate superior to leave the job site. However, no reporting time shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day. When work starts late but within one (1) hour of the normal quitting time, employees shall be paid from the actual time work started, plus reporting time as required to make up the hours for the full shift, with travelling time where applicable.

6.02 Four (4) hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's yard or job site and no work is available due to reasons other than the inclement weather, provided however, the employee remains on the job during the four (4) hours if requested to do so by his foreman. In the event of the job being rained out or stoppage by inclement weather or other causes, the employees will be paid to the next half hour. (Zone I)

6.03 Three (3) hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's yard or job site and no work is available due to reasons other than the inclement weather, provided however, the employee remains on the job during the three (3) hours if requested to do so by his foreman. In the event of the job being rained out or stoppage by inclement weather or other causes, the employees will be paid to the next half hour. (Zone II)

## **ARTICLE 7 - VACATION AND RECOGNIZED HOLIDAY PAY**

7.01 The Employer agrees to pay ten percent (10%) of gross wages earned to cover vacation and recognized holiday pay on the following basis: five percent (5%) of gross wages earned covers vacation pay with the additional five percent (5%) covering those recognized holidays listed in Article 9 of the Master Agreement. Vacation pay shall be paid weekly (Zones I and II).

## **ARTICLE 8 - FOREMAN CLASSIFICATION**

8.01 When a labour foreman is required on a project, the Employer agrees such foreman shall be a member of Local Union 597 and the Union office will be called when such an employee is required. (Zone I only) Foreman shall be paid a minimum of one dollar (\$1.00) over the base rate. (See Group D)

## **ARTICLE 9 - WELFARE**

9.01 The Employer agrees to contribute one dollar and twenty- six cents (\$1.26) per hour for welfare, to the joint and equally trustee Labourers' Multi-Local Welfare Trust Fund of Ontario, for each hour worked by the employees of the Employer covered by this Agreement.



Effective May 1, 1999, this amount shall be increased to one dollar and **fifty** cents (\$1.50) per hour and effective May 1, 2000, this amount shall be increased to one dollar and sixty cents (\$1.60) per hour. (Zones I and II)

## **ARTICLE 10 - PENSION**

10.01 The Employer agrees to contribute the sum of one dollar and eighty cents (\$1.80) per hour to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement. Effective December 1, 1998, this amount shall be increased to two dollars and two cents (\$2.02) per hour (Zone I).

10.02 The Employer agrees to contribute the sum of one dollar and sixty cents (\$1.60) per hour to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement. Effective December 1, 1998, this amount shall be increased to one dollar and seventy-eight cents (\$1.78) per hour. (Zone II).

10.03 The Employer agrees to contribute the sum of five cents (\$0.05) per hour as Tri-Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement.

## **ARTICLE 11 - DEDUCTIONS AND CONTRIBUTIONS**

11.01 Each employee agrees that each Employer remitting to LIUNA Local 597 shall deduct an amount of equal to two percent (2%) of the Group 'A' hourly rate (Zone I); forty-six cents (\$0.46) per hour plus ten cents (\$0.10) for a total of fifty-six cents (\$0.56) per hour. Effective May 1, 1999, fifty-seven cents (\$0.57) per hour of which shall be allocated ten cents (\$0.10) to the Labourers' International Union of North America, Ontario Provincial District Council working dues and the remainder Local working dues for remittance to Local 597 on a monthly basis.

Each employee agrees that each Employer remitting to LIUNA Local 597 shall deduct an amount of equal to two percent (2%) of the Group 'A' hourly rate (Zone II); forty-four cents (\$0.44) per hour plus ten cents (\$0.10);

for a total of fifty-four cents (\$0.54). Effective May 1, 2000, fifty-six cents (\$0.56) per hour of which shall be allocated ten cents (\$0.10) to the Labourers' International Union of North America, Ontario Provincial District Council working dues and the remainder Local working dues for remittance to Local 597 on a monthly basis.

11.02 With ninety (90) days notice in writing, the Union may amend the allocations of the total wage package including but not limited to welfare, pension, union dues, training and tri-fund.

## **ARTICLE 12 - UNION DUES AND CHECK-OFF**

12.01 The Employer agrees to deduct regular monthly dues in the amount of twenty dollars (\$20.00) per month, from the first pay due in each month from each employee covered by this Agreement, and remit the monies deducted to the Local Union by the fifteenth (15th) day of the month following the month in which the deductions were made.

The Employer shall, when remitting such dues, submit a supporting list of names and social insurance numbers for and on whose behalf such deductions were made.

## **ARTICLE 13 - TRAVELLING EXPENSES**

13.01 Except where the Employer provides transportation, travelling expenses shall be paid to all employees covered by this Agreement who are required to report for work outside of the free zones provided for in 13.02 and 13.03, at the rate of twenty-eight cents (**\$0.28**) per kilometre from the edge of the free zone to the job site and return.

13.02 In Zone I, there shall be a free zone of a forty (**40**) kilometre radius from the City Hall in Oshawa.

13.03 In Zone II, there shall be a free zone of a forty (40) kilometre radius from the Huntsville Town Hall.

13.04 In the event that the Employer provided transportation to the job site and return, then the travelling expenses provided for in 13.01 shall not apply.

## **ARTICLE 14 - RECOGNITION AND UNION SECURITY**

14.01 The Employer agrees to engage only subcontractors who employ members of Local Union 597 for labourers' work under this Agreement.

## **ARTICLE 15 - TRAINING CLAUSE**

15.01 The Employer agrees to contribute the sum of eight cents (\$0.08) per hour for each hour worked by the employees of the Employer covered by this Agreement to the Labourers' International Union of North America, Local 597 Training and Rehabilitation Fund.

Such monies shall be entered on a form as designated by the Trustees from time to time and remitted directly to the said Training Fund by the fifteenth (15th) day of the month following the month for which contributions are made.

15.02 It is understood and agreed that by providing for such training, the Training Fund shall not in any way incur any liability or responsibility for worker education required under the *Occupational Health and Safety Act* Regulations thereto.

## **ARTICLE 16 - EMPLOYER'S ADMINISTRATION FUND**

16.01 Each Employer bound by **this** Agreement shall contribute nine cent: (\$0.09) per hour for each hour worked by each employee covered by this Agreement, as required by Article 4.04 ~~of~~ the Master Portion.

## **ARTICLE 17 - RECALL**

17.01 The Employer shall have the prerogative, when adding to his workforce, to first rehire any employees who are unemployed and have been in his employ during the preceding six (6) months, provided that they are in good standing with Local 597. Such employees shall obtain a referral slip prior to commencing employment.

**OSHAWA AREA - ZONE I**

**GROUP A: Labourers - All Labourers not in Groups B, C and D**

<u>Date</u>	<u>Rate</u>	<u>Vac. Pay</u>	<u>Welf.</u>	<u>Pens.</u>	<u>Train. WHMIS</u>	<u>Tri-Fund</u>	<u>Total Pkg.</u>	<u>Ind. Fund</u>	<u>Working Dues</u>	<u>OPDC</u>
Aug 13/1998	\$23.20	\$2.32	\$1.26	\$1.80	\$0.08	\$0.05	\$28.71	\$0.09	\$0.46	\$0.10
Dec 1/1998	\$23.00	\$2.30	\$1.26	\$2.02	\$0.08	\$0.05	\$28.71	\$0.09	\$0.46	\$0.10
May 1/1999	\$23.33	\$2.33	\$1.50	\$2.02	\$0.08	\$0.05	\$29.31	\$0.09	\$0.47	\$0.10
May 1/2000	\$23.74	\$2.37	\$1.60	\$2.02	\$0.08	\$0.05	\$29.86	\$0.09	\$0.47	\$0.10

**\*May 1, 2000, ten cents (\$0.10) for Apprenticeship**

**GROUP B: Formworkers, Concrete Surfacers**

<u>Date</u>	<u>Rate</u>	<u>Vac. Pay</u>	<u>Welf.</u>	<u>Pens.</u>	<u>Train. WHMIS</u>	<u>Tri-Fund</u>	<u>Total Pkg.</u>	<u>Ind. Fund</u>	<u>Working Dues</u>	<u>OPDC</u>
Aug 13/1998	\$23.30	\$2.33	\$1.26	\$1.80	\$0.08	\$0.05	\$28.82	\$0.09	\$0.46	\$0.10
Dec 1/1998	\$23.10	\$2.31	\$1.26	\$2.02	\$0.08	\$0.05	\$28.82	\$0.09	\$0.46	\$0.10
May 1/1999	\$23.43	\$2.34	\$1.50	\$2.02	\$0.08	\$0.05	\$29.42	\$0.09	\$0.47	\$0.10
May 1/2000	\$23.84	\$2.38	\$1.60	\$2.02	\$0.08	\$0.05	\$29.97	\$0.09	\$0.47	\$0.10

**\*May 1, 2000, ten cents (\$0.10) for Apprenticeship**

**GROUP C:** Bricklayers' helpers including Mortar Men and Vibrator Men, Swing Stage, Miners, Drillers, Wagon Drillers, Caisson Sinkers, Powdermen, Pile Drivers, Cement Finishers, Steel Trowel Machine Man

Date	Rate	Vac.		Pens.	Train. WHMIS	Tri- Fund	Total Pkg.	Ind. Fund	Working	
		Pay	Welf.						Dues	OPDC
Aug 13/1998	\$23.45	\$2.34	\$1.26	\$1.80	\$0.08	\$0.05	\$28.98	\$0.09	\$0.46	\$0.10
Dec 1/1998	\$23.25	\$2.32	\$1.26	\$2.02	\$0.08	\$0.05	\$28.98	\$0.09	\$0.46	\$0.10
May 1/1999	\$23.57	\$2.36	\$1.50	\$2.02	\$0.08	\$0.05	\$29.58	\$0.09	\$0.47	\$0.10
May 1/2000	\$23.98	\$2.40	\$1.60	\$2.02	\$0.08	\$0.05	\$30.13	\$0.09	\$0.47	\$0.10

**\*May 1, 2000, ten cents (\$0.10) for Apprenticeship.**

**GROUP D:** Foremen

Date	Rate	Vac.		Pens.	Train. WHMIS	Tri- Fund	Total Pkg.	Ind. Fund	Working	
		Pay	Welf.						Dues	OPDC
Aug 13/1998	\$24.20	\$2.42	\$1.26	\$1.80	\$0.08	\$0.05	\$29.81	\$0.09	\$0.46	\$0.10
Dec 1/1998	\$24.00	\$2.40	\$1.26	\$2.02	\$0.08	\$0.05	\$29.81	\$0.09	\$0.46	\$0.10
May 1/1999	\$24.33	\$2.43	\$1.50	\$2.02	\$0.08	\$0.05	\$30.41	\$0.09	\$0.47	\$0.10
May 1/2000	\$24.74	\$2.47	\$1.60	\$2.02	\$0.08	\$0.05	\$30.96	\$0.09	\$0.47	\$0.10

**\*May 1, 2000, ten cents (\$0.10) for Apprenticeship.**

Vacation: Vacation to be paid weekly.

Working Dues: Working Dues are calculated at two percent (2%) of the base hourly rate allocated as follows:

Monthly Dues: 1998 - twenty dollars (\$20.00) per month

**THE RATES & CLASSIFICATIONS FOR  
DISTRICT OF MUSKOKA - ZONE II**

**GROW A: Labourers - All Labourers not in Groups B, C and D**

Date	Rate	Vac.			Pens.	Train. WHMIS	Tri- Fund	Total Pkg	Ind. Fund	Working	
		Pay	Welf.							Dues	OPDC
Aug 13/1998	\$22.05	\$2.20	\$1.26	<b>\$1.60</b>	\$0.08	\$0.05	\$27.24	\$0.09	\$0.44	\$0.10	
Dec 1/1998	\$21.88	\$2.19	\$1.26	\$1.78	\$0.08	\$0.05	\$27.24	\$0.09	\$0.44	\$0.10	
May 1/1999	\$22.21	\$2.22	<b>\$1.50</b>	\$1.78	\$0.08	\$0.05	\$27.84	\$0.09	\$0.44	\$0.10	
May 1/2000	\$22.62	\$2.26	\$1.60	\$1.78	\$0.08	\$0.05	\$28.39	\$0.09	\$0.46	\$0.10	

**\*May 1, 2000, ten cents (\$0.10) for Apprenticeship**

**GROUP B Formworkers, Concrete Surfacers**

Date	Rate	Vac.			Pens.	Train. WHMIS	Tri- Fund	Total Pkg	Ind. Fund	Working	
		Pay	Welf.							Dues	OPDC
Aug 13/1998	\$22.15	\$2.21	\$1.26	<b>\$1.60</b>	\$0.08	\$0.05	\$27.35	\$0.09	\$0.44	<b>\$0.10</b>	
Dec 1/1998	\$21.98	\$2.20	\$1.26	\$1.78	\$0.08	\$0.05	\$27.35	\$0.09	\$0.44	\$0.10	
May 1/1999	\$22.31	\$2.23	<b>\$1.50</b>	\$1.78	\$0.08	\$0.05	\$27.95	\$0.09	\$0.44	\$0.10	
May 1/2000	\$22.72	\$2.27	\$1.60	\$1.78	\$0.08	\$0.05	\$28.50	\$0.09	\$0.46	\$0.10	

**\*May 1, 2000, ten cents (\$0.10) for Apprenticeship.**

Wagon Drillers, Caisson Sinkers, Powdermen, rife Drivers, Cement Finishers, etc.

Date	Rate	Vac. Pay	Welf.	Pens.	Train. WHMIS	Tri-Fund	Total Pkg.	Ind. Fund	Working Dues	OPDC
Aug 13/1998	\$22.30	\$2.23	\$1.26	\$1.60	\$0.08	\$0.05	\$27.52	\$0.09	\$0.44	\$0.10
Dec 1/1998	\$22.14	\$2.21	\$1.26	\$1.78	\$0.08	\$0.05	\$27.52	\$0.09	\$0.44	\$0.10
May 1/1999	\$22.46	\$2.25	\$1.50	\$1.78	\$0.08	\$0.05	\$28.12	\$0.09	\$0.44	\$0.10
May 1/2000	\$22.87	\$2.29	\$1.60	\$1.78	\$0.08	\$0.05	\$28.67	\$0.09	\$0.46	\$0.10

**\*May 1, 2000, ten cents (\$0.10) for Apprenticeship.**

**GROUP D: Foremen**

Date	Rate	Vac. Pay	Welf.	Pens.	Train. WHMIS	Tri-Fund	Total Pkg.	Ind. Fund	Working Dues	OPDC
Aug 13/1998	\$23.05	\$2.30	\$1.26	\$1.60	\$0.08	\$0.05	\$28.34	\$0.09	\$0.44	\$0.10
Dec 1/1998	\$22.88	\$2.29	\$1.26	\$1.78	\$0.08	\$0.05	\$28.34	\$0.09	\$0.44	\$0.10
May 1/1999	\$23.21	\$2.32	\$1.50	\$1.78	\$0.08	\$0.05	\$28.94	\$0.09	\$0.44	\$0.10
May 1/2000	\$23.62	\$2.36	\$1.60	\$1.78	\$0.08	\$0.05	\$29.49	\$0.09	\$0.46	\$0.10

Vacation: Vacation to be paid weekly.

Working Dues: Working Dues are calculated at two percent (2%) of the base hourly rate allocated as follows:

Monthly Dues: 1998 - twenty dollars (\$20.00) per month  
 1999 - twenty-one dollars (\$21.00) per month

## A M E N D M E N T

RE: LOCAL UNION SCHEDULES, LOCAL 506 TORONTO and  
LOCAL 597, OSHAWA

RE: O.L.R.B. BOARD AREA 18

The parties hereto agree that the aforementioned Local Union Schedules be amended accordingly. Re O.L.R.B. Board Area 18.

Local 506 - Toronto  
Simcoe County Schedule

### **Article 1 - Geographical Area**

The Geographical Area of this Agreement shall be that portion of Board Area 18 known as the County of Simcoe, excluding the Townships of Rama, Mara and Thorah.

Local 597 - Oshawa

### **Article 2 - Jurisdictional Claims**

2.03 The District of Muskoka and the Townships of Rama, Mara and Thorah in the County of Simcoe.



# **LOCAL UNION SCHEDULE FOR LOCAL 597 - PETERBOROUGH**

## **ARTICLE 1 - CODE OF ETHICS**

1.01 All parties to **this** Agreement agree to co-operate fully in every legal proper way to establish and maintain in the construction industry, and within the territory in which they shall operate, a code of ethics and fair practices which will ensure compliance with the intent and spirit of this Agreement, as well as its specific terms and conditions, and to direct their efforts individually and collectively as circumstances may warrant and justify, to the elimination of destructive work practices and unfair competition.

## **ARTICLE 2 - JURISDICTIONAL CLAIMS**

2.01 The jurisdictional territory of the Agreement shall cover the Counties of Peterborough, Victoria and Haliburton, east part of Northumberland County on a line running of Lake Ontario to Ricke Lake, including Cramahé, Percy, Seymore, Brighton and **Murray** Township (O.L.R.B. Area No. 11).

## **ARTICLE 3 - HOURS OF WORK**

3.01 The regular working hours per day shall be eight and one-half (8-1/2) from Monday to Friday inclusive and the maximum number of working hours per week shall be forty-two and one-half (**42 1/2**) and work outside these hours shall be overtime work.

3.02 Regular Day Shift - The regular day shift will be worked between the hours of 7:00 a.m. and 4:30 p.m.

3.03 In case of lay-off, all employees will receive one (1) hour's notice in advance or pay in lieu of notice.

## **ARTICLE 4 - OVERTIME**

4.01 **All** work performed by labourers under this Agreement, in excess of regular work day Monday to Friday, shall be overtime work. The rate o

wages shall be **time** and one-half (1-1/2) the regular day shift rate for the first two **(2)** hours per day and double time for additional hours worked. **All** work performed on Saturday or Sunday shall be deemed overtime work and paid for at double the regular day shift rate.

## **ARTICLE 5 - SHIFT WORK**

**5.01** All shift work is to be paid at a premium of time and one-seventh

**5.02** Shift work **is** any shift started other than regular shift 7:00 a.m. to 4:30 p.m., Monday to Friday inclusive. The maximum number of hours per day shall be eight and one-half **(8-1/2)** hours and the maximum number of working hours per week shall be forty **(40)** hours.

## **ARTICLE 6 - INCLEMENT WEATHER AND SHOW-UP TIME**

**6.01** One (1) hour's pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site but work is not available due to the inclement weather, provided the employee remains on the job for one (1) hour after his designated starting time, unless instructed by his immediate superior to leave the job site. However, no **reporting** pay shall be allowed where an employee has been informed not to report for work and such information has been given to **him** before **quitting** time on the previous day. When work **starts** late but within one (1) hour of the normal starting time, employees shall be paid from the actual time work started, **plus** reporting time as required, to make up the hours for the full shift, with travelling time where applicable.

**6.02** Three **(3)** hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's yard or job site and no work is available due to reasons other than the inclement weather, provided however the employee remains on the job during the three **(3)** hours if requested to do so by his foreman. In the event of the job **being** rained out or stoppage **by** inclement weather or other cause, the employees will be paid for current half hour.

## **ARTICLE 7 - VACATION AND RECOGNIZED HOLIDAY PAY**

7.01 The Employer agrees to pay ten percent (10%) of gross wages earned to cover vacation and recognized holiday pay on the following basis: five percent (5%) of **gross** wages earned covers vacation pay with the additional **five** percent (5%) covering those recognized holidays listed in Article 9 of the Master Agreement. Vacation pay shall be paid weekly.

## **ARTICLE 8 - FOREMAN CLASSIFICATION**

8.01 When a working labour foreman **is** required on a project, the Employer agrees such foreman shall be a member of Local Union 597 and the Union office will be called when such **an** employee is required.

## **ARTICLE 9 - WELFARE**

9.01 The Employer agrees to contribute one dollar and twenty-six cents (\$1.26) per hour for welfare to the joint and equally trustee Labourers' Multi-Local Welfare Trust Fund of Ontario, for each hour worked by the employees of the Employer covered by this Agreement. Effective May 1, 1999, this amount shall be increased to one dollar and fifty cents per hour and effective May 1, 2000, this amount shall be increased to one dollar and sixty cents (\$1.60) per hour.

## **ARTICLE 10 - PENSION**

10.01 The Employer agrees to contribute the sum of one dollar and eighty cents (\$1.80) per hour to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement. Effective December 1, 1998, this amount shall be increased to two dollars and two cents (\$2.02) per hour.

10.02 The Employer agrees to contribute the sum of five cents (\$0.05) per hour as Tri-Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada for each hour **worked** by the employees of the Employer covered by this Agreement.

## **ARTICLE 11 - DEDUCTIONS AND CONTRIBUTIONS**

11.01 Each employee agrees that each Employer remitting to LIUNA Local 597 shall deduct an amount of **equal** to *two* percent (2%) of the Group 'A' hourly rate (Zone III); forty-three cents (\$0.43) per hour plus ten cents (\$0.10) for a total of fifty-three cents (\$0.53). Effective May 1, 1999 this amount shall be increased to fifty-four cents (**\$0.54**) per hour and effective **May 1, 2000, this** amount shall be increased to fifty-five cents (\$0.55) per hour of which **shall** be allocated ten cents (\$0.10) to the Labourers' International Union of North America, Ontario Provincial District Council working dues and the remainder Local working dues for remittance to **Local 597** on a monthly basis.

11.02 With ninety (90) days notice in writing, the Union may amend the allocations of the total wage package, including but not limited to welfare, pension, union dues, training and tri-fund.

## **ARTICLE 12 - UNION DUES, CHECK-OFF**

12.01 The Employer agrees to deduct regular monthly dues in the amount of twenty-one dollars (\$21.00) per month from the first pay due in each month from each employee covered by this Agreement and remit the monies deducted to the Local Union by the fifteenth (15th) day of the month following the month in which the deductions were made.

The Employer shall, when remitting such dues, submit a supporting list of names and social insurance numbers for and on whose behalf such deductions were made.

## **ARTICLE 13 - HIRING OF EMPLOYEES**

13.01 The Union agrees the Employer may recall former employees for a period of **up** to six (**6**) months from date of layoff.

Recall - The Employer shall have the prerogative, when adding to his work force, to first rehire any employees who are unemployed and have been in his employ during the preceding six (6) months, provided that they are in good standing with Local 597. Such employees shall obtain a referral slip prior to commencing employment.

## **ARTICLE 14 - SUBCONTRACTORS**

14.01 The Employer agrees to engage only subcontractors who employ members of Local Union 597 for Labourers' work under this Agreement.

## **ARTICLE 15 - TRAINING CLAUSE**

15.01 The Employer agrees to contribute the sum of eight cents (\$0.08) per hour for each hour worked by the employees of the Employer covered by this Agreement to the Labourers' International Union of North America, Local 597 Training and Rehabilitation Fund.

Such monies **shall** be entered on a form as designated by the Trustees from time to time and remitted directly to the said Training Fund by the fifteenth (**15th**) day of the month following the month for which the contributions are made.

15.02 It is understood and agreed that by providing for such training, the Training Fund shall not in any way incur any liability or responsibility for worker education required under the *Occupational Health & Safety Act* Regulations thereto.

## **ARTICLE 16 - TRAVELLING EXPENSES**

16.01 Except where the Employer provides transportation, travelling expenses shall be paid to all employees covered by this Agreement who are required to report for work outside of the free zone provided for in 16.02 at the rate of twenty-three cents (\$0.23) per kilometre from the edge of the free zone to the job site and return.

16.02 A free zone of a forty (40) kilometre radius from the City Hall in Peterborough in each respective zone is established.

16.03 In the event that the Employer provides transportation to the job site and return, then the travelling expenses provided for in 16.01 shall not apply.

## **ARTICLE 17 - EMPLOYER'S ADMINISTRATION FUND**

17.01 Each Employer bound by this Agreement shall contribute nine cents (\$0.09) per hour for each hour worked by each employee covered by this Agreement **as** required by Article 4.04 of the Master Portion.

**WAGE RATES AND CLASSIFICATIONS  
LOCAL 597 - PETERBOROUGH AREA**

**GROUP A: Basic Labourers - All Labourers not in Groups B, C and D**

Date	Rate	Vac. Pay	Welf.	Pens.	Train. WHMIS	Tri- Fund	Total Pkg.	Ind. Fund	Working Dues	OPDC
Aug 13/1998	\$21.81	\$2.18	\$1.26	\$1.80	\$0.08	\$0.05	\$27.18	\$0.09	\$0.43	\$0.10
Dec 1/1998	\$21.61	\$2.16	\$1.26	\$2.02	\$0.08	\$0.05	\$27.18	\$0.09	\$0.43	\$0.10
May 1/1999	\$21.94	\$2.19	\$1.50	\$2.02	\$0.08	\$0.05	\$27.78	\$0.09	\$0.44	\$0.10
May 1/2000	\$22.35	\$2.23	\$1.60	\$2.02	\$0.08	\$0.05	\$28.33	\$0.09	\$0.45	\$0.10

**\*May 1, 2000, ten cents (\$0.10) for Apprenticeship**

**GROUP B: Bricklayers, Labourers, Scaffold Builders and Swing Stage Labourers**

Date	Rate	Vac. Pay	Welf.	Pens.	Train. WHMIS	Tri- Fund	Total Pkg.	Ind. Fund	Working Dues	OPDC
Aug 13/1998	\$21.91	\$2.19	\$1.26	\$1.80	\$0.08	\$0.05	\$27.29	\$0.09	\$0.43	\$0.10
Dec 1/1998	\$21.71	\$2.17	\$1.26	\$2.02	\$0.08	\$0.05	\$27.29	\$0.09	\$0.43	\$0.10
May 1/1999	\$22.04	\$2.20	\$1.50	\$2.02	\$0.08	\$0.05	\$27.89	\$0.09	\$0.44	\$0.10
May 1/2000	\$22.45	\$2.24	\$1.60	\$2.02	\$0.08	\$0.05	\$28.44	\$0.09	\$0.45	\$0.10

**\*May 1, 2000, ten cents (\$0.10) for Apprenticeship.**

**GROUP C: Cement Finishers (Steel Tower Machine)**

Date	Rate	Vac. Pay	Welf.	Pens.	Train. WHMIS	Tri- Fund	Total Pkg.	Ind. Fund	Working Dues	OPDC
Aug 13/1998	\$22.16	\$2.22	\$1.26	\$1.80	\$0.08	\$0.05	\$27.57	\$0.09	\$0.43	\$0.10
Dec 1/1998	\$21.96	\$2.20	\$1.26	\$2.02	\$0.08	\$0.05	\$27.57	\$0.09	\$0.43	\$0.10
May 1/1999	\$22.29	\$2.23	\$1.50	\$2.02	\$0.08	\$0.05	\$28.17	\$0.09	\$0.44	\$0.10
May 1/2000	\$22.70	\$2.27	\$1.60	\$2.02	\$0.08	\$0.05	\$28.72	\$0.09	\$0.45	\$0.10

**\*May 1, 2000, ten cents (\$0.10) for Apprenticeship.**

**GROUP D Foremen**

Date	Rate	Vac. Pay	Welf.	Pens.	Train. WHMIS	Tri- Fund	Total Pkg.	Ind. Fund	Working Dues	OPDC
Aug 13/1998	\$22.81	\$2.28	\$1.26	\$1.80	\$0.08	\$0.05	\$28.28	\$0.09	\$0.43	\$0.10
Dec 1/1998	\$22.61	\$2.26	\$1.26	\$2.02	\$0.08	\$0.05	\$28.28	\$0.09	\$0.43	\$0.10
May 1/1999	\$22.94	\$2.29	\$1.50	\$2.02	\$0.08	\$0.05	\$28.88	\$0.09	\$0.44	\$0.10
May 1/2000	\$23.35	\$2.33	\$1.60	\$2.02	\$0.08	\$0.05	\$29.43	\$0.09	\$0.46	\$0.10

Vacation: Vacation to be paid weekly.

Working Dues: Working Dues are calculated at *two* percent (2%) of the base hourly rate allocated as follows:

Monthly Dues: 1998 - twenty dollars (\$20.00) per month  
1999 - twenty-one dollars (\$21.00) per month

**LOCAL UNION SCHEDULE FOR  
LOCAL 607 - THUNDER BAY**

**ARTICLE 1 - GEOGRAPHICAL JURISDICTION**

1.01 Districts of Thunder Bay, Rainy River and those portions of the Districts of Kenora, Kenora-Patricia and Cochrane which are west of 83 degrees longitude.

**ARTICLE 2 - HOURS OF WORK**

2.01 The regular hours of work for all employees shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday inclusive, to be worked between the hours of 8:00 a.m. and 4:30 p.m. The above-mentioned starting and quitting times may be varied by mutual written consent of the Employer and the Union Business Manager.

2.02 On projects where a majority of the employees cannot commute daily, the regular work week may be altered by mutual written consent of the parties herein.

**ARTICLE 3 - OVERTIME**

3.01 All time worked for the first two (2) hours immediately prior or after the regular work day, as outlined in Article 2.01, shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay. All time worked in excess of the two (2) hours on a given day shall be paid at twice the regular rate, except as may otherwise be provided in **this** Agreement.

3.02 Where board and lodging are supplied by the Employer and a regular supper is designated, all employees not receiving board and lodging and requested to work overtime, shall be supplied with supper or a suitable lunch. In this case, the supper hour shall not be included in the overtime period. Employees requested to work up to two (2) hours' overtime, shall be provided with a lunch at the Employer's expense. Employees requested to work more than two (2) hours of overtime shall be provided with a hot meal at 6:30 p.m. at the Employer's expense, and sufficient time will be allowed to consume the meal with no loss of pay. Every two (2) hours thereafter, the employee **shall** be allowed a ten (10) minute coffee break.



3.03 No employees shall ~~be~~ compelled to work overtime, provided that one (1) or more employees in the work unit are available to work the overtime requested.

3.04 All time worked on Saturdays, Sundays and holidays, as set out in Article 9.01 of the Master Portion, shall be paid at the rate of double time the regular rate.

#### **ARTICLE 4 - SHOW UP TIME**

4.01 Employees reporting for **work** and who are unable to start through no fault of their own, such ~~as~~ inclement weather, shortage of materials, lack of work, etc., shall receive *two* (2) hours' pay plus commuting/travel allowance where applicable, unless he has otherwise been notified one (1) hour before starting time not to report for work.

#### **ARTICLE 5 - SHIFT WORK**

5.01 Eight (8) consecutive hours shall constitute a shift. Shift work shall be organized so that the employee will not lose any time during his regular week. If shift work **is** not worked for two consecutive days or more, then such hours worked shall be considered overtime hours and be paid in accordance with the provisions set out in Article 3. Any hours worked on Saturday, Sunday or holidays, as set down in Article 9.01 of the Master Portion, shall be paid at double time the employees' regular rate.

5.02 Where two (2) or more shifts are worked, the Number 1 shift shall start at 8:00 a.m. and all hours of the Number 1 shift shall be paid at the regular time. All hours of the following Number 2 shift and the succeeding Number 3 **shift**, shall be paid for at the rate of one and one-seventh (1-1/7) times the regular rate. Overtime shall be paid for at the rate of time and one-half (1-1/2) the regular rate for the first two hours and twice the regular rate for all additional overtime hours worked. Employees on shift work shall be allowed one-half (1/2) hour time off for lunch at approximately mid shift with no **loss** of pay. Time worked on Saturdays, Sundays and holidays, as set out in Article 9.01 of the Master Portion, shall be paid for as provided for in Article 3.04 of this Schedule.

5.03 Where a second or third shift is started during the hours of the regular

...ing day, the hourly rate of pay applicable to the second or third shift shall be paid for all hours of the shift.

## **ARTICLE 6 - VACATION AND HOLIDAY PAY**

6.01 Vacation with pay credits shall be paid on the following basis: five percent (**5%**) of gross earnings for all employees covered by this Agreement.

All vacation pay shall be paid weekly with wages unless Local 607 establishes a Vacation and Holiday Pay Trust Fund, in which case all vacation pay owing shall be remitted weekly with a completed remittance form to the aforesaid trust fund as directed by the Trustees.

6.02 Holiday with pay credits shall be paid on the following basis: five percent (**5%**) of gross earnings for all employees covered by this Agreement.

All holiday pay shall be paid weekly with wages unless Local 607 establishes a Vacation and Holiday Pay Trust Fund, in which case all holiday pay owing **shall** be remitted weekly with a completed remittance form to the aforesaid trust fund as directed by the Trustees.

## **ARTICLE 7 - SUPERVISION**

7.01 Where there are eight (8) labourers or more on a project, the Employer shall have at least one (1) labour foreman in charge to assign work for the labourers. Such foreman may be name-hired and shall be a member in good standing of the Construction and Allied Workers Local Union 607.

7.02 When a foreman for the labourers is appointed by the Employer, he shall receive the foreman's rate as set out in Article 9 of this Schedule.

7.03 Working foreman (labourer) means an employee designated by the Employer to direct the work force, determine work procedures, assign and instruct the labourers and concrete crews, save and except cement finishers and may work as a labourer. Working foreman (cement finisher or labourer) means **an** employee designated by the Employer **to** direct the working force, determine **work** procedures, assign and instruct **the** labourers, concrete crews and cement finishers. He may also work with the tools of the trade or as **a** labourer.

## ARTICLE 8 - TRANSPORTATION, ROOM AND BOARD .

### 8.01 Commuting Allowance

Commuting allowance shall be paid at the rate of thirty-one cents (\$0.31) per road kilometre; effective May 1, 1999, *thirty-two* cents (**\$0.32**) per road kilometre; effective May 1, 2000, thirty-four cents (**\$0.34**) per road kilometre. This allowance includes for the employee to provide his own mode of transportation. Where commuting is necessary between the project and the place from which the board and lodging is received by the employees, the commuting allowance shall be paid for every road kilometre travelled beyond eight (8) road kilometres of the project. Suitable transportation will be supplied when necessary. On work at a construction site, beyond the city limits where the dispatch hall is located, all employees shall receive commuting allowance on the basis of road kilometres travelled in excess of sixteen (16) road kilometres between the project and his residence.

### 8.02 Travelling Allowance

On work at a construction site, all employees except those who have resided within a radius of forty (40) road kilometres of the project, immediately prior to the start of the project, shall receive a travelling allowance of thirty-one cents (\$0.31) per road kilometre; effective May 1, 1999, thirty-two cents (\$0.32) per road kilometre; effective May 1, 2000, thirty-four cents (**\$0.34**) per road kilometre, travelled from his residence and from the project.

The employee will receive his travelling allowance within forty-eight (**48**) hours after reporting on the job site. Travel allowance will be paid only to those employees whose vehicles are being used for transportation.

The travelling allowance will be withheld if the employee quits the job of his own volition within one (1) month except for compassionate reasons.

Where the employee has no transportation available, such transportation shall be provided by the Employer.

Where the Employer provides transportation, it shall be first class transportation in which event, no travel allowance will be paid.

### 8.03 Travel Time Allowance

Time spent to and from the job will be paid at regular hourly rates up to a maximum of eight (8) hours per day in any one day. Travel time by automobile will be computed at an average of sixty-five (**65**) road kilometres

per hour. Travel time allowance shall be paid once only on commencement and termination of the job.

#### 8.04 **Wrap Around**

Each employee on a project shall be paid his travelling allowance to and from the job site every forty-five (**45**) calendar days. This shall be paid whether or not the employee actually returns to his place of residence.

#### 8.05 **Lodging**

On work at a construction site, all employees, except those who have resided within a radius of forty (40) road kilometres of the project immediately prior to the start of the project, shall receive suitable lodging acceptable to the Employer and the employee without cost to the employee, on a seven (**7**) day basis for each day the employee is available for work at the construction site.

#### 8.06 **Board**

On work at a construction site, all employees, except those who have resided within a radius of forty (40) road kilometres of the project immediately prior to the start of the project, shall receive suitable board without cost to the employee. In areas where commercial eating establishments are available, the Employer **shall** pay employees an allowance of twenty-nine dollars and fifty cents (**\$29.50**) per day, in lieu of board for each day the employee is available for work at the construction site. However, the Employer may provide board if acceptable to the employee. **An** employee in receipt of board allowance beyond a one hundred and sixty (160) road kilometre direct traffic route from his residence, shall be paid board allowance on a seven (7) day basis, provided he remains at the accommodation supplied.

8.07 Upon mutual agreement between the Employer and the Union, the above lodging and board allowances will be combined in a lump sum of sixty-five dollars (**\$65.00**) per day, for each day the employee is available for work.

8.08 Authorized Union Representatives shall have access to camp accommodation free of charge where the same are provided for the employees.

**ARTICLE 9 - CLASSIFICATIONS AND SCHEDULES OF WAGES'**

9.01

**Group "A" - Specialized 4, Cement Finisher, Blasters**

Effective Date	Hourly Rate	Vac. Pay	Welf.	Pens.	Train-ing	Total Pkg.
Aug 13, 1998	\$ 24.79	\$ 2.48	\$ 1.50	\$ 1.82	\$0.20	\$ 30.79
May 1, 1999	\$ 25.02	\$ 2.50	\$ 1.55	\$ 2.12	\$0.20	\$ 31.39
May 1, 2000	\$ 25.20	\$ 2.52	\$ 1.60	\$ 2.42	\$0.30	\$ 32.04

**Group "B"- Driller. Powderman, Mason Tender 2, Specialized 3**

Effective Date	Hourly Rate	Vac. Pay	Welf.	Pens.	Train-ing	Total Pkg.
Aug 13, 1998	\$ 23.15	\$ 2.32	\$ 1.50	\$ 1.82	\$0.20	\$ 28.99
May 1, 1999	\$ 23.38	\$ 2.34	\$ 1.55	\$ 2.12	\$0.20	\$ 29.59
May 1, 2000	\$ 23.56	\$ 2.36	\$ 1.60	\$ 2.42	\$0.30	\$ 30.24

**Group "C" - Jackhammer and Plugger, Sandblaster, Nozzleman, Mason Tender 1**

Effective Date	Hourly Rate	Vac. Pay	Welf.	Pens.	Train-ing	Total Pkg.
Aug 13, 1998	\$ 22.90	\$ 2.29	\$ 1.50	\$ 1.82	\$0.20	\$ 28.71
May 1, 1999	\$ 23.13	\$ 2.31	\$ 1.55	\$ 2.12	\$0.20	\$ 29.31
May 1, 2000	\$ 23.31	\$ 2.33	\$ 1.60	\$ 2.42	\$0.30	\$ 29.96

**Group "D" - Labourer, Vibrator Operator, Propane Man, Helpers**

Effective Date	Hourly Rate	Vac. Pay	Welf.	Pens.	Train-ing	Total Pkg.
Aug 13, 1998	\$ 22.65	\$ 2.27	\$ 1.50	\$ 1.82	\$0.20	\$ 28.44
May 1, 1999	\$ 22.88	\$ 2.29	\$ 1.55	\$ 2.12	\$0.20	\$ 29.04
May 1, 2000	\$ 23.06	\$ 2.31	\$ 1.60	\$ 2.42	\$0.30	\$ 29.69

**ARTICLE 9 - CLASSIFICATIONS AND SCHEDULES OF WAGES**

9.01

**Group A - Specialized 4, Cement Finisher, Blasters**

Effective Date	Hourly Rate	Vac. Pay	Welf.	Pens.	Train- ing	Total Pkg.
Aug 13, 1998	\$ 24.79	\$ 2.48	\$ 1.50	\$ 1.82	\$0.20	\$ 30.79
May 1, 1999	\$ 25.02	\$ 2.50	\$ 1.55	\$ 2.12	\$0.20	\$ 31.39
May 1, 2000	\$ 25.20	\$ 2.52	\$ 1.60	\$ 2.42	\$0.30	\$ 32.04

**Group B- Driller, Powderman, Mason Tender 2, Specialized 3**

Effective Date	Hourly Rate	Vac. Pay	Welf.	Pens.	Train- ing	Total Pkg.
Aug 13, 1998	\$ 23.15	\$ 2.32	\$ 1.50	\$ 1.82	\$0.20	\$ 28.99
May 1, 1999	\$ 23.38	\$ 2.34	\$ 1.55	\$ 2.12	\$0.20	\$ 29.59
May 1, 2000	\$ 23.56	\$ 2.36	\$ 1.60	\$ 2.42	\$0.30	\$ 30.24

**Group C - Jackhammer and Plugger, Sandblaster, Nozzleman, Mason Tender 1, Specialized 2**

Effective Date	Hourly Rate	Vac. Pay	Welf.	Pens.	Train- ing	Total Pkg.
Aug 13, 1998	\$ 22.90	\$ 2.29	\$ 1.50	\$ 1.82	\$0.20	\$ 28.71
May 1, 1999	\$ 23.13	\$ 2.31	\$ 1.55	\$ 2.12	\$0.20	\$ 29.31
May 1, 2000	\$ 23.31	\$ 2.33	\$ 1.60	\$ 2.42	\$0.30	\$ 29.96

**Group D - Labourer, Vibrator Operator, Propane Man, Helpers,  
Specialized 1**

Effective Date	Hourly Rate	Vac. Pay	Welf.	Pens.	Train- ing	Total Pkg.
Aug 13, 1998	\$ 22.65	\$ 2.27	\$ 1.50	\$ 1.82	\$0.20	\$ 28.44
May 1, 1999	\$ 22.88	\$ 2.29	\$ 1.55	\$ 2.12	\$0.20	\$ 29.04
May 1, 2000	\$ 23.06	\$ 2.31	\$ 1.60	\$ 2.42	\$0.30	\$ 29.69

**Group E - New Entry Labourer** (see Article 9.04) Firewatch, Manhole Guard, Watchperson (see Article 9.05)

Effective Date	Hourly Rate	Vac. Pay	Welf.	Pens.	Train- ing	Total Pkg.
Aug 13, 1998	\$ 16.99	\$ 1.70	\$ 1.50	\$ 1.82	\$0.20	\$ 22.21
May 1, 1999	\$ 17.16	\$ 1.72	\$ 1.55	\$ 2.12	\$0.20	\$ 22.75
May 1, 2000	\$ 17.30	\$ 1.73	\$ 1.60	\$ 2.42	\$0.30	\$ 23.35

**Foreman A**

Effective Date	Hourly Rate	Vac. Pay	Welf.	Pens.	Train- ing	Total Pkg.
Aug 13, 1998	\$ 26.28	\$ 2.63	\$ 1.50	\$ 1.82	\$0.20	\$ 32.43
May 1, 1999	\$ 26.51	\$ 2.65	\$ 1.55	\$ 2.12	\$0.20	\$ 33.03
May 1, 2000	\$ 26.69	\$ 2.67	\$ 1.60	\$ 2.42	\$0.30	\$ 33.68

**Foreman D**

Effective Date	Hourly Rate	Vac. Pay	Welf.	Pens.	Train- ing	Total Pkg.
Aug 13, 1998	\$ 24.14	\$ 2.41	\$ 1.50	\$ 1.82	\$0.20	\$ 30.07
May 1, 1999	\$ 24.37	\$ 2.44	\$ 1.55	\$ 2.12	\$0.20	\$ 30.68
May 1, 2000	\$ 24.55	\$ 2.46	\$ 1.60	\$ 2.42	\$0.30	\$ 31.33

**NOTE:** Working Foremen shall receive one dollar and fifty cents (\$1.50) per hour over the rate of the workers they are supervising.

9.02 All dry packing cement work and grouting shall be done by the cement finisher.

9.03 It is further agreed that all employees receiving a greater rate of pay than the labourer, **shall** continue to receive their greater rate of pay when called upon to perform the **work as** labourers on a temporary basis. **All** employees receiving a greater rate of pay than those stipulated in the wage schedule, shall continue to receive their greater rate of pay.

## 10.04 Camp Accommodations

10-1

When the parties of this Agreement are responsible for the building of a camp for board and housing accommodation, the following shall apply: camp accommodations, standing and mobile, will be built and installed by members of Trade Unions recognized by the Building Trades Council. It will not be a violation of **this** Agreement if the members of the Union refuse to occupy such camps, whether standing or mobile, if the above clause has not been adhered to.

The acceptable standard camp conditions governing **both** standing and mobile, will be as follows:

### Camp Site

Every camp shall be **so** located that good natural drainage is provided against year round climatic conditions.

### occupancy

No camp shall be occupied before inspection and sanction by the duly authorized Camp Committee. This shall apply to any and all conditions.

### Accommodations

The standard accommodation shall be approximately one hundred and twelve (1 **12**) square feet of floor space per room **for** two (2) men. Two (2) enclosed clothes cupboards of at least six (6) square feet of floor space and of sufficient height to allow the hanging of overcoats and the like.

One (1) light for each bed, one (1) light (ceiling) for each room, and one (1) wall plug for each bed.

Two (2) beds per room with box spring mattress at least six (6) feet in length.

One window per room; one (1) mirror per room; one (1) table and two (2) chairs per room; one (1) wastepaper basket.

Rooms to be fully enclosed with a door and lock and key.

There **shall** be individually room-controlled heat by valve or damper. Clean linen once a week; blankets laundered out every three (3) months or when deemed necessary. New employees to be supplied with clean blankets and sheets.

Interior **or** bedrooms painted, including washrooms.

All **floors** in all rooms to be covered with material other than wood, i.e. -lino or tile.



### **Toilet and Washroom Facilities**

1 - 15 men	2 flush toilets
16 - 30 men	4 flush toilets
31 - 45 men	5 flush toilets
46 - 60 men	6 flush toilets
61 - 75 men	7 flush toilets
76 - 90 men	8 flush toilets

One (1) additional flush toilet for every fifteen (15) men thereafter.

There shall be sufficient urinals, one (1) shower for every ten (10) men, one (1) wash basin for every five (5) men, to be of the porcelain type, as in household bathroom, and one (1) mirror to each basin.

One (1) laundry room washing machine, dual wash tub for every twenty-five (25) men, one (1) separately heated dry room for every housing unit. (The foregoing to be contained in the same building as the sleeping quarters.) One dryer to be located in the laundry room.

### **Recreation**

Recreation rooms shall be supplied. Smokes and soft drinks will be available.

Outside walls of the above to be completely closed in during the cold weather.

Sidewalk to be provided between the living quarters and from living quarters to dining rooms and recreation rooms.

The above to be standards for stationary or permanent type camps. In the initial construction of the above, the camp construction workers in areas where there are no hotel accommodations, shall construct housing as is necessary for them (this is not to be a tent). When bunkhouses are built to the degree that they can be occupied, the camp construction workers shall move into such quarters, and their original buildings shall be disposed of or not used for lodging from that time on.

### **Mobile Camps**

In the matter of mobile camps, such camps are acceptable providing the standards of accommodations equals that which are outlined below:

Only trailers that are built, conveyed to the campsite, set up, maintained by members of affiliated Unions to the various Building and Construction Trades Councils, will be acceptable. When trailers are used,

they must be spaced no **less** than seven (7) feet apart and be staggered so that when doors are opened, the hallways are not blocked.

Washrooms must be situated so that they are readily accessible by weatherproof walkways from the sleeping trailers.

There must be individual heat in each room occupied by two (2) men, by propane, heat, or the equivalent or not **less** than 20,000 B.T.U.

### **Catering**

Cafeteria **style** of serving meals will be acceptable, providing dishes are carried back by the culinary staff. The food shall be of good quality and have the approval of the Camp Committee of the Building and Construction Trades Council of Ontario.

There shall be sufficient housekeeping staff supplied by the culinary workers to keep the bunkhouses clean, and beds shall be made up each day by such staff.

Kitchen facilities, equipment and food supplies shall be subject to inspection by the duly authorized Camp Committee at any and all times, and further, all grievances shall be dealt with by said Committee.

## **ARTICLE 11 - LAYOFF NOTICE**

11.01 The employees to be laid off will be given at least one-half (1/2) hour notice of layoff. Should the Employer fail to give the employee one-half (1/2) hour notice, the employee shall receive an additional one-half (1/2) hour's pay.

## **ARTICLE 12 - CHECK-OFFS**

12.01 The Employer will deduct such Local Union initiation fees, monthly dues and working dues assessments as are specified by the Local Union. The Employer agrees to remit such monies deducted with the corresponding names and hours worked to the Secretary-Treasurer of the Local Union before the fifteenth (**15th**) day of the month following the month in which the monies were deducted.

## **ARTICLE 13 - WELFARE**

13.01 The Employer agrees to contribute the amount of monies for welfare

benefits specified in Article 7 of this schedule to the joint **and equally** trustee Labourers' Multi-Local Welfare Trust Fund of Ontario for each hour worked by the employees of the Employer covered by this Agreement. Such contributions shall be made in accordance with Article 18 of the Master Portion of this Agreement.

#### **ARTICLE 14 - EMPLOYER'S ADMINISTRATION FUND**

14.01 Each Employer bound by the terms of this Agreement **shall** contribute eleven cents (\$0.11) per hour for each hour worked by each employee covered by this Agreement to the "Employer's Fund". Such contributions shall be mailed directly to the Construction Association of Thunder Bay, except as otherwise directed by the fifteenth (15th) day of the month following the month in which such contributions were made together with a supporting statement on one standard benefits reporting form showing all applicable deductions and/or contributions.

#### **ARTICLE 15 - PENSION**

15.01 The Employer agrees to contribute to the Labourers' Pension Fund of Central and Eastern Canada, the amount specified in Article 9 - Classifications and Schedule of Wages for each hour worked by the employees of the Employer covered by this Agreement.

Such contributions shall be made payable to and mailed to the Labourers' Pension Fund of Central and Eastern Canada, P.O. Box 40, Station 'Q', Toronto, Ontario M4T 2L7, on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution 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.

#### **ARTICLE 16 - TRAINING FUND**

16.01 The Training Fund shall be known as Construction and Allied **Workers** Local Union 607 Training and Education Fund. The Employer **shall** pay the amount specified in Article 9 - Classification and Schedule of Wages per hour for each hour worked by each employee covered by the

Agreement into the Training Fund. Five cents (\$0.05) of such contribution is to be forwarded to the L.I.U.N.A. Canadian Tri-Fund.

16.02 These monies shall be remitted in accordance with this Agreement on the fifteenth (15th) day of the month following the month such hours are worked, and shall be remitted directly to the Construction and Allied Workers Local Union 607 Training and Education Fund.

## **ARTICLE 17 - HIRING HALL**

17.01 All of the provisions of Article 3 of the Master Portion of this Agreement apply to this schedule. The following provisions apply to the Geographic Area of Local 607.

### **(a) Recall**

The Employer may rehire former employees who have been in his employ during the preceding twelve (12) months, who have remained in good standing with the Union and are registered as out of work provided that the employee(s) have not worked for any other Employer during that period.

### **(b) Hiring**

Hiring will be on the following basis:

1st employee selected by the Employer;

2nd employee selected by the Union;

3rd employee selected by the Employer;

and this sequence to continue in this method for each employee.

**(c)** Should an Employer elect to recall employees under Article 17.01(A) above, then before the Employer can utilize the hiring clause Article 17.01(B) above, an equal number of employees as were recalled will be provided by the Union.

## **ARTICLE 18 - INTERPRETATION OF AGREEMENT**

18.01 Where there is a conflict between this Schedule and any other provision of the Provincial Agreement, then the provisions of this Schedule shall apply.

**LOCAL UNION SCHEDULE r u n  
LOCAL 625 - WINDSOR (ESSEX COUNTY)**

**ARTICLE 1 - GEOGRAPHICAL JURISDICTION OF LOCAL 625**

1.01 The County of **Essex** and Kent

**ARTICLE 2 - REGULAR WORKING HOURS, WAGES AND CLASSIFICATIONS**

2.01 The regular working week shall consist of forty-two and one-half (42-1/2) hours as follows:

Eight and one-half (8-1/2) hours per day, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, with one-half (1/2) hour for lunch, which is to be taken near the midpoint of the applicable shift.

Refractory hours - refer to Article 3.06 (Refractory Hours of **Work** Schedule found in the Trade Appendix for Masonry Tenders).

2.02 The starting point to **begin** and quit **shall** be from the place of shelter or change house on the project at ground level.

2.03 **Schedule of Wages (Essex County)**

A minimum basic wage for employees to whom this Agreement applies shall be as follows:

1. For Experienced Labourers:

Effective <u>Date</u>	Hourly <u>Rate</u>	(8%)		Welf.	** <u>Pens.</u>	Train- <u>ing*</u>	Tri- <u>Fund</u>	Total <u>Pkg.</u>
		Vac <u>Pay</u>						
Aug 13, 1998	\$ 24.17	\$ 1.93	\$ 0.90	\$ 1.62	\$ 0.09	\$ 0.05	\$ 28.76	
May 1, 1999	\$ 24.63	\$ 1.97	\$ 1.00	\$ 1.62	\$ 0.09	\$ 0.05	\$ 29.36	
May 1, 2000	\$ 25.05	\$ 2.00	\$ 1.10	\$ 1.62	\$ 0.19	\$ 0.05	\$ 30.01	

\*Additional ten cents (\$0.10) re: implementation of Apprenticeship Program  
- \*\*ORST APPLIES

Local Union Working Dues: thirty cents (\$0.30) per hour.

District Council Working Dues: ten cents (\$0.10) per hour.

Industry Fund: nineteen cents (\$0.19) per hour (GST APPLIES )

2. For Skilled Labourers (refer to 2.04 b) shall receive a premium of ten cents (\$0.10)per hour over the base rate.
3. Working Foreperson:  
A Working Foreperson shall receive a minimum of one dollar (\$1.00) per hour above the Experienced Labourers' Rate.
4. Non-Working Foreperson:  
A Non-Working Foreperson shall receive the Experienced Labourers' rate plus ten percent (10%).
5. Refractory (Firebrick) Tenders:  
Labourers tending Refractory (Firebrick) Masons will receive a premium of forty cents (\$0.40)per.hour over the base rate. (Refer to Article 4 - Refractory Conditions in the Trade Appendix for Masonry Tenders.)

#### 2.04 Classifications

For the purpose of this Agreement, the following definitions will apply:

(a) Foreperson (Working or Non-Working)

A foreman will be required only when seven (7) or more labourers are employed on one job.

(b) Skilled Labourers

Skilled labourers will be employees who are requested to handle air tools, act as plasterers' tenders, bricklayers' helpers, tile and terrazzo grinders, power buggy operators and conveyances normally used by labourers.

2.05 The Union and an employee bound to this Collective Agreement may by mutual consent, alter the terms and conditions of the Collective Agreement for new employees that they agree do not have demonstrable construction skills in the employer's particular industry.

### **ARTICLE 3 - LOCAL UNION DUES CHECK-OFF**

3.01 Each employee member of the Union and each seasonal and such casual employee liable to pay dues under this Article **shall** authorize the

Employer to deduct Union Dues in the amount as may be determined by the By-Laws of Local 625 and also application fees if required, and remit such monies so deducted to the office of the Local Union not later than the fifteenth (15th) day of the month following that in which the dues were deducted.

### 3.02 Health and Welfare

Effective August 13, 1998, the Employer agrees to contribute the sum of ninety cents (\$0.90) per hour for health and welfare, to the joint and equally trustee L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust, for each hour worked by the employees of the Employer covered by this Agreement. Effective May 1, 1999, **this** amount shall increase to one dollars (\$1.00) per hour and effective May 1, 2000, **this** amount shall increase to one dollar and ten cents (\$1.10) per hour. Such contributions shall be paid by the fifteenth (15th) day of the month following the month 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* Fund. Each monthly report and contribution 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. These funds shall be remitted to the:

"Trustees of the L.I.U.N.A. Ontario Participating Locals 1981  
Benefit Trust"  
c/o The Bank of Nova Scotia  
1 St. Clair Avenue East  
Toronto, Ontario M4T 1Z3

### 3.03 Pension (Essex County)

The Employer agrees to contribute the sum of one dollar and sixty two cents (\$1.62) per hour to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employee covered by **this** Agreement. Such contributions shall be paid **to the** Trustee of the Pension Fund on/or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied **b** a remittance report form for each employee on a form prescribed by th Trustees of the Fund. Each monthly report and contribution shall include a obligations arising from hours worked up **to** the close of the Employer' payroll ending nearest to the last day of the preceding calendar month. Th Employer agrees to forward to Local 625, one copy of the remittance repo

form covering welfare and pension each month. The above-mentioned funds shall be remitted to:

The Labourers' Pension Fund of Central and Eastern Canada  
P.O. Box 40, Station 'Q'  
Toronto, Ontario M4T 2L7

**3.04 Working Dues Assessment**

Each Employer shall deduct and remit working **dues** from each employee for each hour worked in the amount of

<b>Council</b>	<b>Local</b>	<b>Total</b>
.10	.30	.40

Council dues and Local dues are to be remitted to Local 625.

**3.05 Statutory Holiday and Vacation Pay**

Vacation pay and Statutory Holiday pay for all employees covered by this Agreement shall be paid at the rate of eight percent (8%) of gross wages earned.

Vacation pay and Statutory Holiday pay shall be paid weekly. Vacation pay of four percent (~~4%~~). Four percent (4%) shall include an amount in lieu of payment for Statutory Holidays.

**3.06 Employer Labour Relations Fund**

Every Employer bound to this Agreement shall pay the Employer Labour Relations Fund, effective May 1, 1998, an amount equal to nineteen cents (\$0.19) per man hour worked for all employees covered by this Agreement. This amount shall be submitted with all pension contributions to the Administrator of such Fund who will in turn remit the total Employer Labour Relations Fund received monthly to the Windsor Construction Association.

**3.07 Tri-Fund**

Notwithstanding any other provision of **this** Agreement, Appendix or Local Union Schedule, the Employer shall pay the sum of five cents (\$0.05) or each hour worked to the Labourers' Pension Fund of Central and Eastern Canada on the fifteenth (~~15th~~) day of the calendar month following the month in which these hours were worked.



### 3.08 Training Fund

The Training Fund shall be known as The L.I.U.N.A. Local **625** Training Fund. The Employer shall pay an amount of nine cents (\$0.09) per hour for each hour worked by each employee covered by this Agreement into the Training Fund.

Such monies shall be entered on a form as designated by the Trustees, from time to time and be remitted along with the Local Union Working Dues by the fifteenth (**15th**) day of the month following the month for which the contributions are made.

It is understood and agreed that by providing for such training, the Training Fund shall not in any way incur any liability or responsibility for worker education required under the *Occupational Health and Safety Act* Regulations thereto.

3.09 Labourers' International Union of North America, Local **625** and the Employer, by mutual consent may agree to implement a GRSP during the duration of **this** Collective Agreement. If agreed, any contribution to same will form part of the then current wage package.

3.10 Local **625**, with thirty (**30**) days' written notice to the Windsor Construction Association, may amend the amount of contributions for pension, welfare or training and deductions for union dues or GRSP, but **any** such adjustment shall not affect the total wage package.

## ARTICLE 4 - OVERTIME

4.01 Overtime work will be construed to mean all hours worked in excess of those stipulated in Article 2, Section 2.01, and shall be paid at one and one-half (1-1/2) times the regular hourly rate, save and except Sundays and holidays.

### 4.02 Unscheduled Overtime

(1) When an employee is to be continually employed for less than two (2) hours beyond the normal quitting time of the shift, he shall be allowed a coffee **break** at approximately 4:30 p.m. at no lost time.

(2) When an employee is to be continually employed for more than two (2) hours beyond the normal time of the shift, he shall be allowed a reasonable lunch break at no **lost** time and a meal allowance of four dollars (\$4.00).

#### 4.03 **Scheduled Overtime**

(1) When an employee is called upon to work overtime, he will be allowed a reasonable lunch break at approximately 4:30 p.m. at no lost time.

(2) Employees shall not work more than one (1) shift of eight and one-half (8-1/2) hours between midnight and midnight of the following day, **unless** they are paid for such hours of **work** as follows: for any time worked other than the employee's regular time shift in the aforesaid twenty-four (24) hour period. Such additional time shall be paid for at one and one-half (1-1/2) times the regular hourly rate applicable.

4.04 **Work** performed on a Sunday or a holiday (as defined in the Master Portion of this Agreement), shall be paid for at double the regular rate applicable.

### **ARTICLE 5 - SHIFT WORK**

5.01 When work is carried on in more than one (1) shift, any employee working on any shift commencing after the end of any regular working day shift shall be paid for eight and one-half (8-1/2) hours' pay for seven and one-half (7-1/2) hours work or part shift at proportionate rates where applicable and any hours worked after the seven and one-half (7-1/2) hours shall be paid at time and one-half (1-1/2).

5.02 Shift work on Sundays and holidays (as defined in the Master Portion of this Agreement), will be paid at double the regular hourly rate for eight and one-half (8-1/2) hours' pay for seven and one-half (7-1/2) hours' work. On all **shift** work, the Union shall be notified prior to its commencement.

### **ARTICLE 6 - TRANSPORTATION AND TRANSFER OF EMPLOYEES**

5.01 For the purpose of determining the Employer's obligation to supply transportation to employees, the area to which this Agreement applies is divided into zones.

5.02 Essex County - Employees Providing Transportation

There **shall** be a free zone within a twenty-four (24) kilometre radius of the Windsor City Hall; no travel allowances shall be paid to the

employees working in **this** area.

Thirty-two (32) kilometres limit

When an employee is required to work in any area outside of the above-mentioned free zone, up to a distance of thirty-two (32) kilometres in any direction, he shall be paid a travelling allowance of six dollars (\$6.00) per day.

Outside the thirty-two (32) kilometre limit

When an employee is required to work outside of the above free zone, and the thirty-two (32) kilometre area to the boundaries of Essex County, he shall be paid a travelling allowance of eight dollars and thirty-five cents (\$8.35) per day.

Travel from Essex County to any other County

If an employee is required to travel from any place in Essex County outside the free zone to any other County, he shall be paid a travelling allowance of eighteen cents (\$0.18) per kilometre to the site and return.

All of the above kilometres shall be paid for by the most direct automobile route.

### 6.03 Employer Providing Transportation

When an Employer makes transportation available within Essex County to a project, no travelling allowance will be paid to the employee. The Employer shall supply transportation to and from the job, which conforms to the **Workers'** Compensation Board ruling covering employees in transit.

Transportation facilities, when provided by the Employer, are to be in vehicles primarily built or modified for transportation of passengers. The designated employee driver is to be paid at the straight time rate of pay.

Waiting time will be paid to those employees who are required to leave early or stay late because of said company transportation. When an Employer makes transportation available to a project outside the County of Essex, the employee shall be paid travel time one way to the project at straight time rates. When an Employer transfers an employee from one job to another and the transfer is made during working hours, the transportation charges and the time during transit at the prevailing wage rate and travel allowance shall be paid by the Employer.

Notwithstanding when an employee is transferred from one job to another, the Employer shall at all times be responsible for and arrange for the transportation of the employee's tools from one job to another at the Employer's expense.

## **ARTICLE 7 - BOARD AND ALLOWANCE**

7.01 Employees working outside of the jurisdiction of Local 625, the Employer shall pay for all lodging, transportation and pay a meal allowance of twenty dollars **(\$20.00)**per day for each night spent out of the area. Lodging shall be at a licensed hotel or motel with no more than two **(2)** people per room.

7.02 Employees in receipt of board allowance **shall** be paid this allowance for any holiday, providing that such employees work a full schedule shift, if it can be worked, on the normal working day preceding, and the normal working day immediately following the holiday.

7.03 When board allowance applies, travel allowance and travel time as per this Agreement will be paid once to employees by the Employer to and from the said out-of-our jurisdiction projects.

## **ARTICLE 8 - REPORTING ALLOWANCE**

8.01 When an employee on a job or project **reports** as usual for work but is unable to commence work because of circumstances beyond **his** control, he shall be given two **(2)** hours' pay plus travelling allowances for reporting on the job. The Contractor may either dismiss the employee or the employee must remain on the job during the two **(2)** hour period and perform and work requested which, in the opinion of the judgement of the foreman, after conferring with the job steward, can be accomplished. If reporting time occurs during Saturday, Sunday and holidays or overtime, then the overtime rates apply.

8.02 The above regulation shall also apply to a workman who is ordered to report to the Employer's shop or yard.

8.03 If the employee is requested by the Employer's representative on the job site to wait on the site, he shall be paid **his** regular rate for such waiting time.

8.04 One (1) hour's notice with pay **shall** be given by the Employer when an employee is temporarily laid off or discharged to enable the employee to collect and clean his tools, provided however no employee shall be laid off

or dismissed within the first four (4) hours after reporting in for work except for serious misconduct. Any employee sent out by the Union to a job site at the request of an Employer shall be paid the equivalent of four (4) hours' pay if not employed. Employers shall notify the Union in writing of the dissatisfaction found in any employees at the time of lay off.

#### 8.05 **Student Clause**

Students may be hired at the ratio of one (1) to ten (10) regular members of the Union, must become a member of the Labourers' Union, pay initiation fees (to be a reasonable amount which is to be left to the discretion of the Union), pay Union dues, pay working dues and receive wages not less than fifty percent (50%) of the experienced labourers' rate. Students shall be laid-off first.

#### 8.06 **Recall**

The Employer shall have the prerogative, when adding to his work force, to first rehire any employees who are unemployed and have been in his employ during the preceding twelve (12) months, provided that they are in good standing with the Union.

### **ARTICLE 9 - JOINT LABOUR MANAGEMENT COMMITTEE**

9.01 In consideration of the mutual benefits likely to be obtained by way of more harmonious relationships between the Windsor Construction Association and the Labourers' Local 625, a Joint Labour Management Committee shall be established.

9.02 The Joint Committee shall be selected from named members or alternates of the Association and named business representatives of the Union; the selection of three (3) appointees for each party constituting this Committee shall rest with each respective Chairman of the Labour Relation: Committee. The Committee shall select a Chairman and a Secretary and minutes shall be kept of all meetings.

9.03 The above Committee shall meet quarterly, or at any other time deemed necessary by either party to this Agreement.

9.04 This Committee shall be authorized to attempt to settle or adjust grievances and disputes prior to arbitration and to handle matters pertaining

to better relations between the Employer and Union for the general betterment of the industry.

## **ARTICLE 10 - GENERAL WORKING CONDITIONS**

10.01 No employee shall be discriminated against in hiring or being continued in his employment because of age.

10.02 When the project is stopped by the Safety Inspector for **an** unsafe condition, the employees affected will be paid to the end of their regular shift.

10.03 **An** employee absent by reason of illness, who wishes to, may return to work if the job is not completed and the trade is still open, and providing he has been released by his physician. No person may exercise the option herein granted unless he shall have reported his illness or accident to the Employer the first day he absented himself from work by reason thereof.

10.04 The Employer will endeavour to provide parking space for the employees; the Union agrees that wherever necessary, it will be a joint effort to obtain such parking spaces.

10.05 Members of the Union shall be allowed leave of absence, without pay, to attend Union conventions and conferences, but no employee shall be absent from his employment during working hours to attend a meeting of the Local Union.

**LOCAL 625 - WINDSOR AND CHATHAM  
CEMENT MASONS APPENDIX**

**ARTICLE 1 - GEOGRAPHICAL DESCRIPTION**

1.01 The Counties of Essex and Kent.

**ARTICLE 2 - RATES OF WAGES, WELFARE, UNION DUES,  
VACATION PAY, EMPLOYER LABOUR RELATIONS FUND**

2.01 The regular hourly rates will be as follows:

1. For Journeyman:

Effective Date	Hourly Rate	(10%)		** Pens.	Train- ing*	Tri- Fund	Total Pkg.
		Vac Pay	Welf.				
Aug 13, 1998	\$ 25.05	\$ 2.50	\$ 0.90	\$ 1.62	\$0.09	\$0.05	\$30.21
May 1, 1999	\$ 25.50	\$ 2.55	\$ 1.00	\$ 1.62	\$0.09	\$0.05	\$30.81
May 1, 2000	\$ 25.91	\$ 2.59	\$ 1.10	\$ 1.62	\$0.19	\$0.05	\$31.46

\*Additional ten cents (\$0.10)re: implementation of Apprenticeship Program  
- \*\*ORST APPLIES

Local Union Working Dues: thirty cents (\$0.30)per hour.

District Council Working Dues: ten cents (\$0.10)per hour.

Industry Fund: nineteen cents (\$0.19) per hour (GST APPLIES )

**2.02 Employer Labour Relations Fund**

Every Employer signatory to **this** Agreement shall pay the Employer Labour Relations Fund **an** amount equal to nineteen cents (\$0.19) per man hour worked for all employees covered by **this** Agreement. This amount shall be submitted with all pension contributions to the Administrator of such Fund who will in **turn** remit the total Employer Labour Relations Fund received monthly to the **Windsor** Construction Association.

2.03 Each employee member of the Union and each seasonal and such casual employee liable to pay dues under **this** Article, shall authorize the Employer to deduct Union dues in the amount as may be determined by the

By-Laws of Local 625 and also application fees it required, and remit such monies so deducted to the Local Union not later than the fifteenth (15th) day of the month following that in which the dues were deducted.

#### 2.04 Working Dues Assessment

Each Employer shall deduct and remit working dues from each employee for each hour worked in the amount of

<b>council</b>	<b>Local</b>	<b>Total</b>
.10	.30	.40

Council dues and Local dues are to be remitted to Local 625.

#### 2.05 Holiday and Vacation Pay

Vacation pay and Statutory Holiday pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of gross wages earned.

Vacation pay and Statutory Holiday pay shall be paid weekly. Vacation pay of six percent (6%). Four percent (4%) shall include an amount in lieu of payment for Statutory Holidays.

#### 2.06 Tri-Fund

Notwithstanding any other provision of this Agreement, Appendix or Local Union Schedule, the Employer shall pay the sum of five cents (\$0.05) for each hour worked to the Labourers' Pension Fund of Central and Eastern Canada on the fifteenth (15th) day of the calendar month following the month in which these hours were worked.

#### 2.07 Training Fund

The Training Fund shall be known as The L.I.U.N.A. Local 625 Training Fund. The Employer shall pay an amount of nine cents (\$0.09) per hour for each hour worked by each employee covered by this Agreement into the Training Fund.

Such monies shall be entered on a form as designated by the Trustees, from time to time and be remitted along with the Local Union Working Dues by the fifteenth (15th) day of the month following the month for which the contributions are made.

It is understood and agreed that by providing for such training, the Training Fund shall not in any way incur any liability or responsibility for



worker education required under the *Occupational Health and Safety Act* Regulations thereto.

2.08 The Union and the Employer bound to this Collective Agreement may, by mutual consent, alter the terms and conditions of the Collective Agreement for new employees that they agree do not have demonstrable construction skills in the "Employer's Particular Industry."

### **ARTICLE 3 - HOURS OF WORK AND OVERTIME**

3.01 **A** regular working day shall consist of eight (8) hours labour, commencing anytime between 8:00 a.m. and 12:00 noon with one-half (1/2) hour for lunch, which is to be taken near the midpoint of the eight (8) hours. Five (5) consecutive eight (8) hour working days shall constitute a regular working week, beginning Monday and ending Friday of each week.

3.02 The starting point to begin and quit work shall be from the place of shelter or change house on the project.

3.03 Overtime work shall be construed to mean all hours worked in excess of those stipulated in 3.01 above. All hours worked in excess of the regular working day, Monday to Friday, shall be paid at one and one-half (1-1/2) times the regular hourly rate. All hours worked on Saturday, Sunday or a Holiday (as stipulated herein) shall be paid at double (2 x's) the regular hourly rate.

#### **3.04 Unscheduled Overtime**

(1) When an employee is to be continually employed for more than two (2) hours beyond the normal quitting time of the shift, he shall be allowed a coffee break at approximately 4:30 p.m. at no lost time.

(2) When **an** employee is to be continually employed for more than two (2) hours beyond the normal time of the shift, **he shall be** allowed a reasonable lunch break at no lost time.

#### **3.05 Scheduled Overtime**

(1) When **an** employee **is** called upon **to** work overtime, he will be

allowed a reasonable lunch break at approximately 4:30 p.m. at no lost time.

(2) Employees shall not work more than one (1) shift of eight (8) hours between midnight and midnight of the following day, unless they are paid for such hours of work as follows: for any time worked other than the employee's regular shift in the aforesaid twenty-four (24) hour period, such additional time shall be paid for at one and one-half (1-1/2) the regular hourly rate applicable.

#### **ARTICLE 4 - REPORTING ALLOWANCE AND/OR INCLEMENT WEATHER PAY**

4.01 When an employee employed on a job or project reports as usual for work but is unable to commence work because of circumstances beyond his control, he shall be given one (1) hour's pay plus travelling allowance for reporting on the job, provided however that the employee remains on the job during the one (1) hour period and performs any work requested which, in the opinion of the judgement of his foreman, after conferring with the job steward, can be accomplished. If reporting time occurs during Saturday, Sunday and holidays or overtime hours, then the overtime rates shall apply. Travel allowance shall be paid for reporting.

4.02 The above regulations shall also apply to a workman who is ordered to report to the Employer's shop or yard.

4.03 If the employee is requested by the Employer's representative on the job site to wait on the site, he shall be paid **his** regular rate for such waiting time.

4.04 No employee shall be laid off or dismissed within the **first** four (4) hours after reporting in for work except for serious misconduct. Any employee sent out by the Union to a job at the request of an Employer shall be paid the equivalent of one (1) hour's pay if not employed.

Employers shall notify the Union in writing of the dissatisfactions found in any employee at the time of layoff.

4.05 If any employee reports for work but is unable to commence work because of climatic conditions, he shall be given one (1) hour's pay and travelling allowance for reporting to the job, provided he can commence work within the said one (1) hour.

## **ARTICLE 5 - FOREPERSON PREMIUMS AND RATIOS**

5.01 Whenever six (6) or more cement masons are working on a job, a working foreperson (who shall be a member of Local 625) must be provided and he shall be under the direction of the Employer as his agent. The foreperson shall receive a minimum of one dollar (\$1.00) per hour or more above the regular Journeyman's rate of wages.

## **ARTICLE 6 - TRAVEL**

6.01 For the purpose of determining the Employer's obligation to supply transportation to employees, the area to which this Agreement applies is divided into zones.

### **Essex County - Employees Providing Transportation**

There shall be a free zone within a twenty-four (24) kilometre radius of the Windsor City Hall; no travel allowances shall be paid to the employees working in this area.

### **Thirty-two (32) kilometres limit**

When an employee is required to work in any area outside of the above-mentioned free zone, up to a distance of thirty-two (32) kilometres in any direction, he shall be paid a travelling allowance of six dollars (\$6.00) per day.

### **Outside the thirty-two (32) kilometre limit**

When an employee is required to work outside of the above free zone, and the thirty-two (32) kilometre area to the boundaries of Essex County, he shall be paid a travelling allowance of eight dollars and thirty-five cents (\$8.35) per day.

### **Travel from Essex County to any other County**

If an employee is required to travel from any place in Essex County outside the free zone to any other County, he shall be paid a travelling allowance of eighteen cents (\$0.18) per kilometre to the site and return.

All of the above kilometres shall be paid for by the most direct automobile route.

### **6.02 Employer Providing Transportation**

When an Employer makes transportation available to a project within each of the above areas, no travelling allowance will be paid to the Employee. The Employer shall supply transportation to and from the job, thus conforming to the Workers' Compensation Board ruling covering

employees in transit.

Transportation facilities, when provided by the Employer, are to be in vehicles primarily built or modified for transporting passengers, and the employee driver to be paid at regular rate of pay.

Waiting time will be paid to those employees who are required to leave early or stay late because of said company transportation. When an Employer makes transportation available to a project in Kent County from Essex County, the employee shall be paid travel time one way to the project at straight time rates.

When an Employer transfers any employee from one job to another and the transfer is made during working hours, the transportation charges and the time during transit (at the prevailing wage rate and travel allowance) shall be paid by the Employer. Notwithstanding when an employee is transferred from one job to another, the Employer shall at all times be responsible for and arrange for the transportation of the employee's tools from one job to another at the Employer's expense.

## **ARTICLE 7 - ROOM AND BOARD**

7.01 Employees working outside of the jurisdiction of Local 625, the Employer shall pay for all lodging, transportation and pay a meal allowance of twenty dollars (**\$20.00**) per day for each night spent out of the area. Lodging shall be at a licensed hotel or motel with no more than two (2) people per room.

7.02 Employees in receipt of board allowance shall be paid this allowance for any holiday, provided that such employees work a full scheduled shift, if it can be worked, on the normal working day preceding the holiday and a full scheduled shift, if it can be worked, on the normal working day immediately following the holiday.

7.03 When board allowance applies, travel allowance and travel time as per this Agreement will be paid once to employees by the Employer, to and from said out-of-area jurisdiction projects.

## **ARTICLE 8 - SHIFT WORK**

8.01 (a) When work is performed in more than one shift, any employee working on any shift commencing after 12:00 noon shall be paid a premium

of two dollars and twenty cents (\$2.20) per hour.

(b) Any hours worked in excess of those stipulated in 3.05(ii) above from Monday to Friday, shall be paid at one and one-half times (1-1/2 x's) the regular rate.

(c) Any hours worked in any shift, commencing on a Saturday, Sunday or a Holiday (as stipulated herein) shall be paid at double (2 x's) the regular hourly rate. **Any shift** commencing on Friday and ending on Saturday shall be paid at normal rates as per 8.01(a).

## **ARTICLE 9 - SUBCONTRACTORS' PROVISION FOR GENERAL AND INDUSTRIAL CONTRACTORS**

9.01 "General Contractors and Industrial Contractors shall only subcontract work covered by **this** Agreement to subcontractors who are in a contractual relationship with an A.F.L.-C.I.O. Building Trades Union."

## LOCAL UNION SCHEDULE FOR LOCAL 625 - CHATHAM - KENT

### ARTICLE 1 - GEOGRAPHICAL JURISDICTION

1.01 The County of Kent.

### ARTICLE 2 - SCHEDULE OF WAGES:

2.01 A minimum basic wage for employees to whom this Agreement applies shall be as follows:

1. For Experienced Labourers:

Effective Date	Hourly Rate	(8%)		Welf.	** Pens.	Train- ing*	Tri- Fund	Total Pkg.
		Vac Pay						
Aug 13, 1998	\$ 21.97	\$ 1.76	\$ 0.90	\$ 1.62	\$ 0.09	\$ 0.05	\$ 26.39	
May 1, 1999	\$ 22.44	\$ 1.79	\$ 1.00	\$ 1.62	\$ 0.09	\$ 0.05	\$ 26.99	
May 1, 2000	\$ 22.86	\$ 1.82	\$ 1.10	\$ 1.62	\$ 0.19	\$ 0.05	\$ 27.64	

\*Additional ten cents (\$0.10) re: implementation of Apprenticeship Program  
- \*\*ORST APPLIES

Local Union Working Dues: thirty cents (\$0.30) per hour.  
District Council Working Dues: ten cents (\$0.10) per hour.  
Industry Fund: nineteen cents (\$0.19) per hour (GST APPLIES )

2. For Skilled Labourers (refer to 2.04(b) of Windsor Schedule) shall receive a premium of ten cents (\$0.10) per hour over the base rate.

3. Working Foreman:

A Working Foreman shall receive a minimum of one dollar (\$1.00) per hour above the Experienced Labourers' Rate.

4. Non-Working Foreman:

A Non-Working Foreman shall receive the Experienced Labourers' rate plus ten percent (10%).

## ARTICLE 3 - WELFARE AND PENSION

### 3.01 **Health and Welfare**

The Employer agrees to contribute the **sum** of ninety cents (\$0.90) per hour for health and welfare, to the joint and equally trusteed L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust, for each hour worked by the employees of the Employer covered by **this** Agreement. Effective May 1, 1999, this amount shall increase to one dollar (\$1.00) per hour and effective May 1, 2000, **this** amount shall increase to one dollar and ten cents (**\$1.10**) per hour. Such contributions shall be paid by the fifteenth (15th) day of the month following the month 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 Fund. Each monthly report and contribution 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. These funds shall be remitted to the:

"Trustees of the L.I.U.N.A. Ontario Participating Locals 1981  
Benefit Trust"

c/o The Bank of Nova Scotia  
1 St. Clair Avenue East  
Toronto, Ontario M4T 1Z3

### 3.02 **Pension**

The Employer agrees to contribute the sum of one dollar and sixty-two cents (**\$1.62**) per hour to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by **this** Agreement. Such contributions shall be paid to the Trustees of the Pension Fund on/or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution **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. The Employer agrees to forward to Local **625**, one copy of the remittance report form covering welfare and pension each month. The above-mentioned funds shall be remitted to:

The Labourers' Pension Fund of Central and Eastern Canada  
P.O. **Box 40**, Station 'Q'  
Toronto, Ontario **M4T 2L7**

**3.03** Labourers' International Union of North America, Local **625** and the Employer, by mutual consent, may agree to implement a GRSP during the duration of this Agreement. **If** agreed, any contribution to same will form part of the then current wage package.

**3.04** Local **625**, with thirty (**30**) days' written notice to the Windsor Construction Association, may amend the amount of contributions for pension, welfare or training and deductions for union dues or GRSP, but any such adjustment shall not affect the total wage package.

#### **ARTICLE 4 - TRANSPORTATION AND TRANSFER OF EMPLOYEES**

**4.01** For the purpose of determining the Employer's obligation to supply transportation to employees, the area to which this Agreement applies is divided into zones.

##### **4.02 Kent County Employees Providing Transportation**

There shall be a free zone within a sixteen (16) kilometre radius of the Chatham City Hall. No travel allowances shall be paid to the employees working in this area.

##### **Outside the sixteen (16) kilometre limit**

When an employee is required to work in an area outside of the above free zone up to a distance of thirty-two (**32**) kilometres in any direction, he shall be paid a travelling allowance of five dollars and fifty cents (**\$5.50**) per day.

##### **Outside the thirty-two (32) kilometre limit**

When an employee is required to work in an area outside of the above free zone and the thirty-two (**32**) kilometre area to the boundaries of any other County, he shall be paid a travelling allowance of eight dollars and thirty cents (**\$8.30**) per day.

##### **Travel from Kent County to Another County**

If an employee is required to travel from any place in Kent County outside the free zone to another County, he shall be paid a travelling allowance of eighteen cents (**\$0.18**) per kilometres, to the job site and return.



All of the above kilometres shall be measured by the most direct automobile route.

#### **4.03 Employer Providing Transportation**

When an Employer makes transportation available to a project within each of the above areas, no travelling allowance will be paid to the employee. The Employer shall supply transportation to and from the job, thus conforming to the Workers' Compensation Board ruling covering employees in transit.

Transportation facilities, when provided by the Employer, are to be in vehicles primarily built or modified for transportation of passengers. The designated employee driver is to be paid at the straight time rate of pay.

When an Employer makes transportation available to a project in Essex County from Kent County, the employee shall be paid travel time one way to the project at straight time rates.

When an Employer transfers any employees from one job to another and the transfer is made during working hours, the transportation charges and the time during transit (at the prevailing wage rate and travel allowance) shall be paid by the Employer. Notwithstanding when an employee is transferred from one job to another, the Employer shall at all times be responsible for and arrange for the transportation of the employee's tools from one job to another at the Employer's expense.

#### **4.04 Room and Board**

Employees working outside of the jurisdiction of Local 625, the Employer shall pay for all lodging, transportation and pay a meal allowance of twenty dollars (\$20.00) per day for each night spent out of the area. Lodging shall be at a licensed hotel or motel with no more than two (2) people per room.

All terms and conditions not covered in this Schedule shall be as provided in the Local Union Schedule for Local 625 Windsor.

### **ARTICLE 5 - OTHER TERMS AND CONDITIONS**

5.01 Save and except as explicitly provided herein, all terms and conditions applicable under Local Union Schedule for Local 625 - Windsor shall be applicable to the County of Kent.

# LOCAL UNION SCHEDULE FOR LOCAL 837 - HAMILTON

## ARTICLE 1 - HOURS OF WORK AND OVERTIME

### 1.01 **Hours of Work**

The regular work week shall consist of forty-two and one-half (42-1/2) hours as follows:

Eight and one-half (8-1/2) hours per day, between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday.

#### **Refractory Hours of Work**

The regular work week shall consist of forty (40) hours as follows:

Eight (8) hours per day, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

### 1.02 **Overtime Conditions**

(a) Time and one-half of the basic hourly rate shall be paid for the first two (2) hours worked in excess of daily hours, Monday through Friday.

(b) Overtime on Saturdays, Sundays and holidays will be, as far as is practicable, equitably distributed among those who normally do the type of work available having consideration for the skill and ability of the employees concerned.

(c) All work performed in excess of (a) above and **all work** performed on Saturdays, Sundays and holidays, as set out in Article 9 of the Master Agreement, shall be paid for at the rate of double the regular day shift rate, and transportation allowance where applicable.

## ARTICLE 2 - SHIFT WORK

2.01 Shift work is any shift started other than the regular or day shift as outlined in Hours of **Work** above, Monday through Friday inclusive.

2.02 All shift work shall receive a shift premium equal to one (1) hour of pay at the regular hourly rate for all daily shift work **up** to the number of hours per day as provided for in Hours of Work above. **All** hours worked in excess of those total daily and weekly hours, as provided in Hours of Work above, shall be paid as overtime.

**2.03** No employees shall be required to work more than one (1) shift in any twenty-four (24) hours unless they are remunerated as set out in 1.02(a) Hours of Work and Overtime.

**2.04** The premium time on the second and third shifts shall be paid irrespective of any hours worked in the **shift**.

### **ARTICLE 3 - VACATION WITH PAY**

3.01 Employees shall be paid vacation and statutory holiday pay in the amount of ten percent (10%). That part of the amount allocated to vacation pay shall be the minimum required by the *Employment Standards Act* as amended ~~from~~ time to time, and the balance shall be in lieu of payment for recognized statutory holidays.

3.02 The parties agree to continue the jointly trusted Vacation Pay Trust Fund, with monies to be remitted monthly, along with the welfare, at the direction of the Trustees.

### **ARTICLE 4 - TRAVELLING EXPENSES**

4.01 The following is defined as the Metropolitan Area for the purpose of this Agreement:

The area bounded by a line from the south shore of Lake Ontario in a southerly direction on No. 50 Side Road (west of Winona) to No. 20 Highway, westerly on No. 20 Highway to No. 53 Highway, along No. 53 Highway to No. 52 Highway, northerly on No. 52 Highway to No. 5 Highway, easterly on No. 5 Highway to the Burlington-Oakville town line. and southerly on the said town line to Lake Ontario.

**4.02** When an employee is required to work beyond the Metropolitan Area as defined in **4.01** above, he shall receive a travelling allowance at the rate of twenty-eight cents (**\$0.28**) per kilometre each way.

**4.03** The number of miles in question will be based on the distance from the boundary of the Metropolitan Area to the job site.

## **ARTICLE 5 - TRANSPORTATION AND TRANSFER OF EMPLOYEES**

5.01 The Employer, when requiring an employee to travel to a job beyond the zone to which this Agreement applies, shall:

- (a) Pay such employee the wage rates set forth in this Agreement, and
- (b) Provide allowance for room and board for any employee required to remain out of the zone overnight or for more than one (1) night. This allowance is not to exceed ~~thirty~~ dollars (\$30.00) per day worked.

5.02 When the Employer transports an employee, as referred to in this Article, arriving at the job at 7:30 a.m. and returning to the limits of the City of Hamilton at 5:00 p.m., provisions of 5.01(b) shall not apply.

When an Employer transfers an employee from one job to another during working hours, such employee shall be paid at the regular rate of pay for all time spent in transit and any transportation charges actually incurred.

## **ARTICLE 6 - WORKING FOREMAN**

6.01 A working foreman shall receive a minimum of one dollar and fifty cents (\$1.50) per hour above the basic labourers' rate.

## **ARTICLE 7 - EMPLOYERS' ADMINISTRATION FUND**

7.01 Each Employer bound by the terms of **this** Agreement shall contribute ten cents (\$0.10) per hour for each hour worked by each employee covered by this Agreement to the "Employers' Fund". Such contributions shall be mailed directly to the Trustees of the Welfare Fund, L.I.U.N.A. Local 837, 44 Hughson Street South, Hamilton, Ontario L8N 2A7, except as otherwise directed by the fifteenth (15th) day of the month following the month in which such contributions were made, together with a supporting statement on one standard benefit reporting form showing all applicable deductions and/or contributions.

## **ARTICLE 8 - UNION HIRING PROCEDURE**

8.01 The Employer agrees to employ only members of the Union in good standing during the term of **this** Agreement and will call the Union for its

needed supply of men. The Union, upon request, will supply the Employer with two (2) former employees and for additional men thereafter, on the basis of twenty-five percent (25%)ratio of former employees who were employed by the contractors during the past six (6) months prior to the job award.

## ARTICLE 9 - INCLEMENT WEATHER AND SHOW-UP TIME

9.01 One (1) hour's pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site, but work is not available due to the inclement weather, provided the employee remains on the job for one (1) hour after his designated starting time. However, no reporting pay shall be allowed where an employee **has** been informed **not** to report for work and such information has been given to him before quitting time on the previous day. When work starts late but within one (1) hour of the normal starting time, employees shall be paid from the actual time work **started**, plus one (1) hour's reporting time.

9.02 Two (2) hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's yard or job site and no work is available due to reasons other than inclement weather, provided however the employee remains on the job during the two (2) hours if requested to do so by his foreman.

## ARTICLE 10 - WAGE PACKAGE

10.01 The wage package below is applicable to the following classifications: general labourer, form worker, concrete worker, jackhammer operator, vibrator operator, fork lift operator, pump operator, compressor operator, truck driver, barman, mixerman, pumpman, precast erector, equipment operator and plasterers tender.

Effective Date	Hourly Rate	Vac Pay	Welf	Pens	Train & Bldg. Fund	Tri-Fund	Occup. Hlth. Fund	Total Pkg.
Aug 13, 1998	22.39	2.24	1.80	2.22	0.52	0.05	0.05	29.27
May 1, 1999	22.57	2.26	1.90	2.42	0.62	0.05	0.05	29.87
May 1, 2000	22.75	2.28	2.05	2.72	0.62	0.05	0.05	30.52

**Administration Fund:** Forty-nine cents (\$0.49) per hour. Effective May 1, 1999, fifty-four cents (\$0.54) cents per hour and effective May 1, 2000, fifty-nine cents (\$0.59) per hour.

Administration Fund / Working Dues also includes ten cents (\$0.10) OPDC Dues, and this full amount is a deduction from the hourly wage.

**Welfare:** Eight percent (8%) PST Applies.

**Industry Fund:** Ten cents (**\$0.10**) per hour (GST APPLIES )

\*\* (Redbrick Mason Tenders - twenty five cents (**\$0.25**) per hour premium.

\*\*\* (Refractory Workers - forty cents (\$0.40) per hour premium.

### **New Entries**

New entry labourers will be paid 75% of the basic labourers rate for the first 900 hours worked in the I.C.I. sector.

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

Employers may request new entry labourers from the Local Union office. Local 837 will advise the Employer of the names and hours of new entry service of any new entry labourer being referred to ensure proper remuneration.

It is understood that New Entry Labourers will be given a training program before being referred to any Employer for work.

### **Cement Masons**

Employees finishing cement shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour over the base rate.

### **Refractory (Firebrick) Tenders**

Employees tending refractory (firebrick) masons will receive a premium of forty cents (\$0.40) per hour over the base rate.

### **Masonry (Redbrick) Tenders**

Employees tending (redbrick) masons will receive a premium of twenty-five cents (\$0.25) per hour over the base rate.

## ARTICLE 11 - WELFARE AND PENSION

### 11.01 Welfare

The Employer agrees to contribute for welfare to Local Union 837 Benefit ~~Plan~~ at the rate provided in Article 10 of this Schedule for each hour worked by each employee covered by **this** Agreement. Such contribution **shall** be paid to the Trustees of the Welfare Fund by the sixteenth (16th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund.

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.

### 11.02 Pension

The Employer agrees to contribute for pensions to the Labourers' Pension Fund of Central and Eastern Canada at the rate provided for in Article 10 of **this** Schedule for each hour worked by each employee covered by this Agreement. Such contributions shall be paid to the Trustees of the Pension Fund by the sixteenth (16th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. 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 month.

### 11.03 Training & Building

The Employer agrees to contribute to the Labourers' Local 837 Training & Building Fund at the rate provided for in Article 10 of this Schedule for each hour worked by each employee covered by this Agreement. Such contribution shall be paid to the Trustees of the Training Fund by the sixteenth (16th) day of the month following the month such hours were worked **and shall** be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund.

Each monthly report and contribution 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.

These funds will be used to train and/or retrain new or existing union members for the various work on construction sites. **This** training includes W.H.M.I.S. training and upgrading.

The parties agree that W.H.M.I.S. training and upgrading will be done by Local 837's Training Centre, as required by members. The parties understand that W.H.M.I.S. training is the responsibility of the Employer and this clause does not transfer said responsibility to the Local Union.

The Union undertakes to hold the Employers harmless against any and all claims against the Employers making said contributions contained in this Agreement.

## **ARTICLE 12 - NOTICE OF LAYOFF**

12.01 In the case of layoff, all men will receive one (1) hour's notice in advance. If the Employer fails to give the employee one (1) hour's notice in advance of layoff, then the employee shall be paid an additional hour.

## **ARTICLE 13 - GEOGRAPHIC AREA**

13.01 This Appendix shall be effective within the County of Wentworth, that portion of Halton County west of Hwy. 25 extended in a southerly direction to the QEW, easterly on the QEW up to the dividing line between the Shell Properties and Petro Canada refineries and southerly down such line to Lake Ontario, plus that portion of the County of Haldimand set out west of the southeastern boundary of the County of Wentworth extended in a straight line to Lake Erie and bounded on the west by the Haldimand County Line.

## **ARTICLE 14 - WORK JURISDICTION**

14.01 The following is recognized by the Employer as the specific, but not all the jurisdictional claims of the Union, subject to Article 8 of the Master Portion.

Tenders, tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of material to be used by the mechanics of other crafts whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said



material and other materials to such mechanic by bucket, hod, wheelbarrow, buggy.

Unloading, handling and distributing of materials, fixtures, finishings and appliances, from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material and cleaning of all debris in building and construction area. The clean-up of all work areas, including trailers and washrooms.

The erection, dismantling and moving of tubular metal scaffolding and the cutting or drilling of holes or openings through concrete floors, ceilings or walls subject to a Local Agreement, if any, with other trades.

The placing of temporary snow and wire fencing and loose barricades.

### **Form Removal**

Once the re-usable form panels have been released by loosening of the hardware, the removing, cleaning, oiling and carrying to next point of erection of all materials and panels, as well as the stripping of forms which are not to be re-used and of forms on all flat arch work.

## PLASTERERS' APPENDIX

The conditions in this Appendix apply only to those contractors engaged in the plastering trade which includes **such work as the taping** of drywall, the application of sprayed asbestos, gypsum or liquid materials for the purpose of fireproofing, and the application of all sprayed, plaster textured materials applied to drywall, block and concrete.

These conditions supersede any conflicting clauses in the Master Agreement or Hamilton Local Union Schedule.

### ARTICLE 1 - WORK PERIOD AND OVERTIME RATES

1.01 The maximum number of working hours per day at the regular rate of wages shall be eight (8) except as otherwise provided. The maximum number of working hours per week at the regular rate of wages shall be thirty-six (36). Work day to commence at 8:00 a.m. and finish at 4:30 p.m., except as otherwise provided. The normal work day of Friday will be from 8:00 a.m. to 12:00 noon.

1.02 **Work** performed after 4:30 p.m. and 12:00 noon Friday, or week days and anytime on Saturday, Sunday and all statutory holidays, shall be at the rate of double time. Work in these times shall be done only in the case of emergency, and then only on the receipt of a permit from the Union. Under no circumstances shall members of the Union work on Labour Day

1.03 Work performed on maintenance and alterations of occupied buildings in other than hours of the regular work day, shall be at the rate of nine (9) hours' pay for a seven (7) hour **shift**. Any job of less than seven hours shall not constitute a shift, and overtime rates shall be paid. A permit from the Executive of the Union shall be required for all shift and overtime work by the Employer and employee.

1.04 Shift or overtime work on a regular **working** day shall commence at 6:00 p.m.

### ARTICLE 2 - WAGE RATES

2.01 Employees engaged in the plastering trade shall be paid a premium of two dollars (\$2.00) per hour over the base rate shown in the Hamilton Local

Union Schedule plus all other contributions and deductions as shown in the Hamilton Local Union Schedule.

### **ARTICLE 3 - GENERAL**

3.01 The Employer shall provide all darbies, featheredges, straightedges, plumb and cornice rods, extension cords and bulbs in sufficient numbers and wherever necessary.

3.02 Mortar boards for browning shall be at least eighteen inches above scaffolds erected on the side of buildings. Four-by-eight sheets of plywood will not be allowed as putty-board.

3.03 Improved plastering tools, methods and materials shall not be discriminated against by members of the Union. Plasterers shall gauge and mix all putty coat.

3.04 The Employer shall provide employees with protection from the dust of terrazzo grinders and noxious fumes.

### **ARTICLE 4 - FOREMEN**

4.01 Whenever more than four plasterers or tapers are employed on one job, a foreman shall be provided. Such men shall receive one dollar and fifty cents (\$1 50) per hour additional pay.

### **ARTICLE 5 - HIRING**

5.01 For each employee employed by the Employer, one employee must be hired through the Local Union Office. Any member refusing work assigned by the Local shall have his name removed to the bottom of the list and he shall be subject to Union discipline.

### **ARTICLE 6 - COMMUTING, TRAVEL, ROOM AND BOARD**

6.01 The free zone will be twenty-five (25) miles from the Hamilton City Limits. Employees required to commute outside the free zone will receive the following commuting or board allowance:

Distance	
25-45 miles from City Limits - per day worked	\$ 8.05
45-65 miles from City Limits - per day worked	\$13.80
65-150 miles from City Limits - per day worked	\$26.45
Over 150 miles from City Limited - per day for seven (7) days a week	\$26.45

6.02 In addition to the commuting allowance above, employees required to use their own vehicles will be paid thirty cents (\$0.30) per mile outside the free zone.

6.03 When an employee is required to board at a location, he shall receive mileage in the amount of thirty cents (\$0.30) per mile outside the free zone, once to and once back from the job, in addition to the board allowance above.

## **ARTICLE 7 - APPRENTICES**

7.01 Wages shall be calculated as follows according to the journeyman's rate:

1st year	- 50%
2nd year	- 60%
3rd year	- 70%
4th year	- 85%

7.02 On successful completion of the apprenticeship period of four (4) years, the employee shall receive the journeyman's pay then in effect.

## **LOCAL UNION SCHEDULE FOR LOCAL 837 - NIAGARA**

### **ARTICLE 1 - HOURS OF WORK AND OVERTIME**

1.01 A normal work week shall be comprised of forty (40) hours from Monday up to and including Friday, eight (8) hours per day, 8:00 a.m. to 4:30 p.m. Masonry contractors whose normal week shall be forty-four (44) hours from and including Monday up to and including Friday, 7:30 a.m. to 5:00 p.m. All work at hours other than specified to be at overtime rates.

1.02 Overtime rate of one and one-half times the regular rate shall be paid for all time worked before 8:00 a.m. and after 4:30 p.m. on any normal work day. This, however, does not apply to shift work.

1.03 Hours worked on a Saturday shall be paid at the rate of time and one-half. This does not apply to shift work. Double time shall be paid for all Sunday work, New Year's Day, Good Friday, Victoria Day, August Civic Holiday, Labour Day, Dominion Day, Thanksgiving Day, Christmas Day and Boxing Day, and any Federal declared holiday.

1.04 Lunch time shall be between 11:30 a.m. and 1:00 p.m., except where employees of this Local are required to work on operations whose continuity must be maintained to meet engineering and design requirements. If no lunch time is allowed between the hours set forth above and men are required to work through the lunch time, then they shall be paid one (1) hour in lieu of lunch time and be allowed ten (10) minutes to eat their lunch prior to 2:00 p.m. Where round-the-clock operation is required, then a similar arrangement must be made beforehand between Local 837 and Employer.

1.05 The job steward shall be offered the opportunity to work whenever labourers are required to work overtime.

### **ARTICLE 2 - SHIFTS**

2.01 The first shift shall be scheduled to work from 8:00 a.m. to 4:30 p.m.

2.02 The second shift shall be scheduled to work during the evening before midnight.

2.03 The ~~third~~ shift shall be scheduled to work between midnight and 8:00 a.m.

2.04 When shift work is carried out, the first shift shall **work** eight (**8**) hours and be paid eight (8) hours; the second and the third shifts shall work seven and one-half (7-1/2) hours and be paid eight and one-half (8-1/2) hours. Any overtime over eight (8) hours for the first shift and seven and one-half (7-1/2) hours for the second and third ~~shifts~~ shall be paid at the rate of one and one-half (1-1/2) the regular rate.

2.05 Work in excess of seven and one-half (7-1/2) hours on the second or third shifts from 12:01 a.m. Monday to 12:00 p.m. Friday shall be paid for at the rate of time and one-half the regular hourly rate. Work performed on the first shift on Saturday shall **be** paid for at time and one-half. Work performed on the second and third shifts on Saturday and work performed on all shifts on Sunday, shall be paid for at the rate of double time.

### **ARTICLE 3 - VACATION WITH PAY AND RECOGNIZED HOLIDAYS IN THIS AGREEMENT**

3.01 Each employee covered by this Agreement shall be entitled to vacation and holiday pay at the rate of ten percent (10%).

3.02 Vacation pay includes an amount in lieu of payment of recognized or statutory holidays.

3.03 Vacation pay **to** be remitted together with the health and welfare remittance monthly to the Labourers' Union, Local 837 Vacation Pay Trust Fund. It is agreed and understood that the Vacation Pay Fund is to be established in accordance with existing Provincial Legislation and be jointly trusted by appointed Union and Employer representatives.

### **ARTICLE 4 - WORKING FOREMAN'S RATE**

4.01 **A** working foreman shall receive a minimum of one dollar and fifty cents (\$1.50) per hour above the basic labourers' rate.

## **ARTICLE 5 - INCLEMENT WEATHER AND SHOW-UP'TIME**

5.01 One (1) hour's pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site but work is not available due to the inclement weather, provided the employee remains on the job for one (1) hour after his designated **starting** time. However, no reporting pay **shall** be allowed where **an** employee **has** been **informed** not to report for work and such information has been given **to** him before quitting time on the previous day. When work starts late but within one (1) hour of the normal starting time, employees shall be paid from the actual time work started plus one (1) hour reporting time.

5.02 Two (2) hours' pay shall, be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's yard or job site and no work is available due to reasons other than inclement weather, provided however the employee remains on the job during the two (2) hours if requested to do so by his foreman.

## **ARTICLE 6 - REFRACTORY RATE**

6.01 The minimum basic refractory rate shall be paid at a premium of no less than forty cents (\$0.40)per hour over the established rate as set out in this Agreement covering wage, deductions and contributions.

## **ARTICLE 7 - WELFARE**

7.01 The Employer agrees to contribute for welfare to the Labourers' Local 837 Benefit Plans, as provided for in Article 10. Such contributions shall be paid to the Trustees of the Local 837 Benefit Plans by the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report **form** for each employee on a form prescribed by the Trustees of the Fund.

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.

## **ARTICLE 8 - PENSION**

8.01 The Employer agrees to contribute for pensions to the Labourers' Pension Fund of Central and Eastern Canada, as provided for in Article 10. Such contribution shall be paid to the Trustees of the Pension Fund by the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. 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.

8.02 The Union undertakes not to use any monies paid to the Welfare and Pension Funds for the purposes of providing strike benefits to any of the Union members or employees against the Employers signatory to this Agreement.

8.03 A penalty of two percent (2%) of the amount of outstanding contributions shall be paid for each month that such contributions are outstanding. The application of the two percent (2%) penalty will only be applied following the Trustees' Committee approval.

## **ARTICLE 9 - EMPLOYER ADMINISTRATION FUND**

9.01 Each Employer bound by the terms of this Agreement shall contribute twenty cents (\$0.20) per hour for each hour worked by each employee covered by this Agreement to the Employers' Fund. Such contributions shall be mailed directly to the:

General Contractors' Association of Niagara  
34 Scott Street,  
St. Catharines, Ontario L2R 1C9

except as otherwise directed, by the fifteenth (15th) day of the month following the month in which such contributions were made, together with a supporting statement on one standard benefit reporting form showing all applicable deductions and/or contributions.



## ARTICLE 10 - WAGE PACKAGE

### 10.01

Effective Date	Hourly Rate	Vac Pay	Welf.	Pens.	Train & Bldg. Fund	Tri-Fund	Occup. Hlth. Fund	Total Pkg
Aug 13, 1998	21.91	2.19	1.80	2.22	0.52	0.05	0.05	28.74
May 1, 1999	22.09	2.21	1.90	2.42	0.62	0.05	0.05	29.34
May 1, 2000	22.27	2.23	2.05	2.72	0.62	0.05	0.05	29.99

**Administration Fund:** Forty-nine cents (\$0.49) per hour. Effective May 1, 1999, fifty-four cents (\$0.54) cents per hour and effective May 1, 2000, fifty-nine cents (\$0.59) per hour.

Administration Fund / Working Dues also includes ten cents (\$0.10) OPDC Dues, and this full amount is a deduction from the hourly wage.

**Welfare:** Eight percent (8%) PST Applies.

**Industry Fund:** Twenty cents (\$0.20) per hour (GST APPLIES )

\*\* (Redbrick Mason Tenders - twenty five cents (\$0.25) per hour premium.

\*\*\* (Refractory Workers - forty cents (\$0.40)per hour premium

### 10.02 Cement Finishing Rate

Qualified cement finishers shall be paid a minimum of one dollar and twenty-five cents (\$1.25) per hour over the common labourers' rate while performing cement finishing. Those cement finishers now receiving a higher rate than the common labourers shall have their present differential in rate maintained.

## ARTICLE 11 - TRAINING & BUILDING

11.01 The Employer agrees to contribute to the Labourers' Local 837 Training & Building Fund, as provided in Article 10. Such contributions shall be paid to the Trustees of the Training Fund by the sixteenth (16th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund.

Each monthly report and contribution 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.

These funds will be used to train and/or retrain new or existing union members for the various work on construction sites. This training includes W.H.M.I.S. training and upgrading.

The parties agree that W.H.M.I.S. training and upgrading will be done by Local 837's Training Centre as required by members. The parties understand that W.H.M.I.S. training is the responsibility of the Employer and this clause does not transfer said responsibility to the Local Union.

The Union undertakes to hold the Employers harmless against any and all claims against the Employer making said contributions contained in this Agreement.

## **ARTICLE 12 - GEOGRAPHIC AREA**

12.01 This Appendix shall be effective within the geographic area of the Counties of Lincoln, Welland and that portion of Haldimand County set out east of the southeastern boundary of Wentworth County extended in a straight line to Lake Erie.

## **ARTICLE 13 - NEW ENTRIES**

13.01 New entry labourers will be paid seventy-five percent (**75%**) of the basic labourers' rate for the first 900 hours worked in the I.C.I. sector.

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

Employers may request new entry labourers from the Local Union office. Local 837 will advise the Employer of the names and hours of new entry service of any new entry labourer being referred to ensure proper remuneration.

It is understood that new entry labourers will be given a training program before being referred to any Employer for work.

## **ARTICLE 14 - AREA WORK JURISDICTION**

14.01 The following is recognized by the Employer as the specific, but not all the jurisdictional claims of the Union, subject to Article 8 of the Master Portion.

Tenders, tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic by bucket, hod, wheelbarrow or buggy.

Unloading, handling and distributing of materials, fixtures, finishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

**Drying** of plaster, concrete, mortar or other aggregate when done by salamander heat.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material and cleaning of all debris in building and construction area. The clean-up of all work areas, including trailers and washrooms.

The erection, dismantling and moving of tubular metal scaffolding and the cutting or drilling of holes or openings through concrete floors, ceilings or walls subject to a Local Agreement, if any, with other trades.

The placing of temporary snow and wire fencing and loose barricades.

#### **Form Removal**

Once the re-usable form panels have been released by loosening of the hardware, the removing, cleaning, oiling and carrying to next point of erection of all materials and panels as well as the stripping of forms which are not to be re-used and of forms on all flat arch work.

### **ARTICLE 15 - TRAVELLING EXPENSES**

a) An area encompassed by a circle with a radius of twenty kilometre (20 km), having its centre in Allanburgh, Ontario, shall be classed as a free zone. Travelling time and transportation would not be payable for work performed within this zone.

b) For any travelling to and from work done by an employee, whether in the free zone or in zone where payment is made, the Employers shall arrange that the employee is covered by the terms of the *Worker Compensation Act*.

c) Where employees by specific arrangement with the Employer are requested to use their vehicles for transportation, they shall receive twenty-nine cents **(\$0.29)**per kilometre, from **shop** to job, job to **job** and **job** to shop.

d) When employees are required to report to a different **job** on **the** following day, they shall be notified before quitting time, otherwise the Employer will arrange to obtain the employees' tools and provide transportation to the new job site.

## **LOCAL UNION SCHEDULE FOR LOCAL 1036 - SAULT STE. MARIE**

### **ARTICLE 1 - HOURS OF WORK**

1.01 The regular hours of work for all employees shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday inclusive, to be worked between the hours of 8:00 a.m. and 4:30 p.m.

1.02 The above-mentioned starting and quitting times may be varied by mutual consent of the Employer and the Union Business Manager.

### **ARTICLE 2 - OVERTIME**

2.01 All time worked outside of the above-mentioned regular hours of work, as defined in Article 1.01, will be paid for at twice the employee's regular rate of pay.

2.02 In the event of overtime to be worked, then a work break of ten (10) minutes will be provided at the start of such overtime with no loss of pay to the employee for such a break, and every two (2) hours thereafter.

### **ARTICLE 3 - SHOW-UP TIME**

3.01 Employees reporting for work and who are unable to start through no fault of their own, such as inclement weather, shortage of materials, etc., shall receive two (2) hours' pay plus travel allowance where applicable, unless he has otherwise been notified one (1) hour before starting time not to report to work.

### **ARTICLE 4 - SHIFT WORK**

4.01 When an employee is required to work on any shift other than the hours set out in Article 1.01, he shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour in excess of his regular rate. However at no time shall the second shift overlap the present day shift by more than four (4) hours.

4.02 After eight (8) hours in any shift, or after the fifth shift in any week, the employee shall be paid double the straight time rate of pay.

4.03 When an employee covered by this Agreement is required to work more than ten (10) hours, a lunch or hot meal shall be provided for him by the Employer. It is also agreed that if such lunch is not provided, he shall be entitled to one-half (1/2) hour's pay at straight time.

## **ARTICLE 5 - VACATION PAY CREDITS**

5.01 Vacation pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of gross wages earned, as per government regulations.

5.02 Vacation pay shall be paid weekly with wages.

## **ARTICLE 6 - RECALL**

6.01 The Employer shall have the prerogative, when adding to his work force, to first rehire any employees who are unemployed and have been in his employ during the preceding twelve (12) months, provided that they are in good standing with the Union. Such employees shall obtain a referral slip prior to commencing employment.

6.02 The parties agree that after the fifth (5th) employee recalled under Article 6.01, the Union shall have the right to include one (1) employee of its choice who may be designated as Steward for the project.

## **ARTICLE 7 - SUPERVISION**

7.01 Employees covered by this Agreement shall not be required to take directions or instructions in reference to the work they are doing or that is to be performed other than from their working foreman or labour foreman or general foreman who shall be a member of the Labourers' International Union of North America, the Employer, or his designated representative.

7.02 It is further agreed that those employees covered by this Agreement, who are assigned to assist or tender to other tradesmen, shall carry out those

instructions from those tradesmen.

7.03 When a working foreman or labour foreman or a general foreman is appointed by the Employer, he **shall** receive one dollar (\$1.00) or one dollar and fifty cents (\$1.50) or two dollars (\$2.00) respectively, over the rate of the majority of the highest paid employees he is supervising.

## **ARTICLE 8 - TIME CLOCKS, CHECK-IN**

8.01 If time clocks or check-in systems are required on a particular project, they will be established and maintained in good order by the Employer.

## **ARTICLE 9 - TRANSPORTATION, ROOM AND BOARD**

9.01 There shall be a free zone extending to a radius of thirty-two (32) kilometres from the Federal Buildings in the following zones. No travel allowance shall be paid for work within these zones: Sault Ste. Marie, District of Algoma.

9.02 On projects located outside of the free zones, the Employer may request the Union to refer any unemployed members in good standing registered on the out-of-work list, who reside within a radius of thirty-two (32) kilometres of the project, and such a request shall not be unreasonably denied.

9.03 When transportation **is** not provided, an employee who works in a zone outside of the above-mentioned free zone and who resides more than eight (8) kilometres from the project, he shall be paid a travel allowance of thirty-nine cents (\$0.39) per road kilometre from the perimeter of the free zone to the project and return.

9.04 When transportation is provided by the Employer in a zone outside of the above-mentioned free zone, the employee **shall** receive a travel allowance of thirty-nine cents (\$0.39) per road kilometre from the perimeter of the free zone and return. However, the employee shall be at the job site at starting time and work his scheduled shift.

9.05 Board allowance of fifty-three dollars (\$53.00) per day shall be paid to each employee working beyond a fifty (50) mile radius and within a one hundred (100) mile radius of the above-mentioned Federal Buildings. If work is performed on Saturday and/or Sunday, each employee shall be paid

for these days on the basis of fifty-three dollars (\$53.00) per day.

9.06 When working beyond the one hundred mile radius from the Federal Buildings, the employee shall receive the applicable board allowance **on the** basis of seven (7) days per week.

9.07 Elliot Lake, District of Algoma:

There shall **be** a free zone extending to a radius of thirty-two (32) kilometres from the Federal Building in Elliot Lake.

Employees living within the free zone **shall** be paid for transportation, room and board outside of the free zone in accordance with the provisions of the existing Agreement, as amended.

9.08 An employee residing outside of the free zone but within a radius of eighty (80) kilometres from the said Federal Building, shall be paid the mileage rate by road from his residence to the project and return, less thirty-two (32) kilometres each way. When, due to geographic conditions, an employee who lives within the free zone must travel in excess of thirty-two (32) kilometres to reach the project, he shall be paid the mileage by road from his residence to the project and return, less thirty-two (32) kilometres each way.

9.09 An employee residing outside of the eighty (80) kilometre zone and within a one hundred and sixty (160) kilometre radius of the said Federal Building, shall be paid board allowance for each day worked.

9.10 An employee residing outside of the one hundred and sixty (160) kilometre zone shall be paid board allowance for seven (7) days per week.

9.11 If the Employer chooses *to* pay room and board, he shall also pay the travel allowance as set out in Articles 9.01, 9.02 and 9.03 to enable the employee to reach the job site and shall also pay his way home at the aforesaid rate when the job has been completed. If the employee quits without good reason, the travel allowance will not be paid.

9.12 Where room and board is supplied by the Employer, paragraphs 9.04, 9.05 and 9.06 of this Article shall not apply except that any employees wishing to do so may elect to receive the room and board allowance as outlined in paragraphs 9.04 and 9.05 **of this** Article in lieu of **using** the room and board supplied by the Employer.



## ARTICLE 10 - CLASSIFICATIONS

10.01 **Group "A"** - Scaffold erector, signalman, form stripper, carpenter helper, conveyor belt operator, truck driver, and all general labour not covered in Groups B, C or D, shall be paid the hourly rate as indicated below.

**Group "B"** - The regular wage for bricklayer and plasterer labourers shall be twenty-five cents (\$0.25) per hour above the minimum hourly rate indicated below. Forklift operator as per present practice in the jurisdictional area of Local 1036.

**Group "C"** - The regular rate of wages for grouters, drillers, wagon drillers, jackhammer men, gas or electric tool operators, mixer operators, small pump operators 4" discharge and under, small compressor operators, vibrator operator, mortar men, and chippers, as well as labourers required to work inside of any ~~tank~~, vessels, towers, drums, exchangers, boilers, coolers, heaters and coke ovens, shall be thirty-five (\$0.35) cents per hour above the minimum hourly rate as indicated below.

**Group "D"** - The regular wage for cement finishers, heaterman, precast erectors and welders, powdermen and blasters and labourers performing work related to hazardous material clean-up and restoration, shall be forty-five cents (\$0.45) per hour above the minimum hourly rate as indicated below.

10.02 If an employee is performing work covered by the above classifications he shall be paid the higher rate of pay for actual hours worked in that higher rate.

10.03 Refractory Premium: A premium of fifteen cents (\$0.15) per hour over the regular wage for bricklayer labourers shall be paid for refractory work.

## ARTICLE 11 - RATES OF WAGES

11.01

	Hourly Vacation		Training Total Industry				
	Rate	Pay	Welfare	Pension	Fund	Package	Fund
Aug 13, 1998	\$21.44	\$ 2.14	\$ 1.30	\$ 2.10	\$0.20	\$27.15	\$0.31
May 1, 1999	\$21.95	\$ 2.20	\$ 1.30	\$ 2.10	\$0.20	\$27.75	\$0.31
May 1, 2000	\$22.55	\$ 2.25	\$ 1.30	\$ 2.10	\$0.20	\$28.40	\$0.31

## **ARTICLE 12 - GENERAL CONTRACTORSEMPLOYING MASONS AND PLASTERERS**

12.01 The following hours shall apply to masonry and plasterer tenders only: the regular work week shall consist of forty-two and one-half (42-1/2) hours made up of eight and one-half (8-1/2) hours per day, Monday to Friday.

12.02 All employees covered by this Agreement shall be allowed ten (10) minutes wash up time prior to the end of the shift when working with refractory masons who enjoy such benefits.

## **ARTICLE 13 - WELFARE CONTRIBUTION AND DESCRIPTION OF REMITTANCE**

13.01 The Employer agrees to contribute one dollar and thirty cents (\$1.30) for every hour worked by each employee. Such contributions shall be paid and mailed to the Trustees of Labourers' Local 1036 Employee Benefit Trust Fund, c/o C.I.B.C., 530 Queen Street East, Sault Ste. Marie, Ontario P6A 2A1 by the fifteenth (15th) day of the month following the month in which the hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution 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.

## **ARTICLE 14 - PENSION**

14.01 The Employer agrees to contribute to the Labourers' Pension Fund of Central and Eastern Canada, two dollars and ten cents (\$2.10) for each hour worked by the employees of the Employer covered by this Agreement. Such contributions shall be made payable to and mailed to the Trustees of the Pension Fund, P.O. Box 40, Station 'Q', Toronto, Ontario M4T 2L7, on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution 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.

#### **ARTICLE 15 - LABOURERS' UNION WORKING DUES**

15.01 The employees hereby agree that each Employer shall deduct an amount of eighty cents (\$0.80) **per** hour for each hour worked to be allocated seventy-cents (\$0.70) to the Labourers' International Union, Local 1036, and ten cents (\$0.10) to District Council Working Dues. Such deductions shall be compiled monthly and **Local** Union Working Dues shall be made payable to and mailed to the Labourers' International Union of North America, Local 1036, 280 Bruce Street, Sault Ste. Marie, Ontario P6B 1P6, not later than the fifteenth (15th) day of the month following the month for which deductions were made, for deposit to "Labourers' Union Working Dues"

#### **ARTICLE 16 - NOTICE OF LAYOFF**

16.01 In the case of layoff, all employees shall receive one (1) hour's notice in advance. However, under no circumstances shall any employee covered by this Agreement be laid off during the first half of any shift.

#### **ARTICLE 17 - GEOGRAPHICAL JURISDICTION**

17.01 The District of Algoma including that portion of the District of Algoma which lies north of the **49th** parallel of latitude and which is not within the Ontario Labour Relations Board Area No. 21.

#### **ARTICLE 18 - EMPLOYER'S ADMINISTRATION FUND**

18.01 Each Employer bound by this Agreement shall contribute thirty-one cents (\$0.31) per hour for each hour worked by each employee covered by this Agreement as **required** by Article 4.04 of the Master Portion. This amount shall be remitted with welfare contributions **as** per Article 13.

#### **ARTICLE 19 - TRAINING FUND**

19.01 The Training Fund shall be known as L.I.U.N.A. Participating Local Training and Rehabilitation Fund.

The Employer shall pay an amount of twenty cents (\$0.20) per hour for each hour worked by each employee covered by the Agreement into the Training Fund.

19.02 Five cents (\$0.05) of the aforementioned amount shall be forwarded to the Canadian Labourers' Tri-Fund.

19.03 These monies shall be remitted in accordance with this Agreement on the fifteenth (15th) day of the month such hours were worked, and shall be forwarded with pension contributions.

## **ARTICLE 20 - LOCAL SCHEDULE AND/OR TRADE APPENDIX AMENDMENT**

20.01 The parties agree that upon review and mutual agreement, a project attracting bidders not bound to this Collective Agreement and having a value of four million dollars (~~\$4,000,000.00~~) or less, shall have a base wage rate of eighty-five percent (85%) of the current I.C.I. wage rate in effect. All other terms and conditions of the Collective Agreement shall remain as currently held in the Agreement.

20.02 Article 20.01 shall apply to Individual Industrial Projects of any value upon written application by the Local Association and written agreement by the Local Union on a project by project basis.

## **LOCAL UNION SCHEDULE FOR LOCAL 1059 - LONDON**

### **ARTICLE 1 - INCLEMENT WEATHER AND SHOW-UP TIME**

1.01 Where an employee reports at the beginning of a shift to shop or job site located within ten (10) miles from City Hall, London, but is unable to commence work because weather conditions are unsuitable, one (1) hour's pay shall be allowed by the Employer. On projects over ten (10) miles from City Hall, London, two (2) hours' pay shall be allowed, in both instances shift differential if on shift work will be paid, plus travel allowance where applicable to the employee, provided the employee remains on the job site for one (1), or where applicable (2), hours after his designated starting time, unless instructed by his immediate supervisor to leave. Mileage will be measured by the most direct route.

1.02 When an employee is called into work outside of his normal hours of work, he shall receive a minimum of two (2) hours' work paid at the appropriate premium rate plus travel allowance where applicable.

1.03 Four (4) hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's yard or job site and no work is available due to reasons other than the inclement weather, provided however the employee remains on the job during the four (4) hours if requested to do so by his foreman. In the event of the job being rained out or stoppage by inclement weather or other causes, the employees will be paid to the next one-half (1/2) hour.

### **ARTICLE 2 - WELFARE, PENSION & TRAINING**

2.01 Welfare: The Employer agrees to contribute the sum of one dollar and forty cents (\$1.40) per hour for welfare to the joint and equally trusteed Labourers' Multi-Local Trust Fund of Ontario for each hour worked by the employees of the Employer. Effective May 1, 1999, this amount shall increase to one dollar and sixty cents (\$1.60) per hour.

2.02 Pension: The Employer agrees to contribute the sum of one dollar and forty cents (\$1.40) per hour worked to the Labourers' Pension Fund of

Central and Eastern Canada. Effective December 1, 1998, this amount shall increase to one dollar and fifty-four cents (\$1.54) per hour.

2.03 Training: The Employer agrees to pay twenty cents (\$0.20) per hour worked to the Labourers' International Union of North America, Local 1059 Training Trust Fund for each hour worked by employees of the Employer.

2.04 The Employer agrees to deduct an amount as directed by Local 1059, per hour worked on a weekly basis from each employee's weekly gross wages, payable to a Group R.S.P. as directed in writing by Local 1059. Such monies shall be remitted to Local 1059.

2.05 Local 1059, with thirty (30) days' written notice to the London and District Construction Association, may amend the amount of contributions for pension, welfare or training and deduction for union dues or GRSP, but any such adjustment shall not affect the total wage package.

### ARTICLE 3 - WAGE RATES, VACATION PAY AND HOLIDAY PAY

3.01 The minimum rates of wages in the Counties of Middlesex, Huron, Perth, Oxford, Elgin and Bruce shall be:

	Hourly (8%) Wage	V.P.	Welf.	Pens.	Train- ing	Ttl. Pkg.	Local Union Admin.	Dist. Coun. W.D.	*Ind. Fund
Aug 13, 1998	23.14	1.85	1.40	1.40	.20	27.99	.41	.10	.08
Dec 1, 1998	23.01	1.84	1.40	1.54	.20	27.99	.41	.10	.08
May 1, 1999	23.38	1.87	1.60	1.54	.20	28.59	.42	.10	.08
May 1, 2000	23.98	1.92	1.60	1.54	.20	29.24	.43	.10	.08

\*Industry Fund: The Employer shall contribute eight (\$0.08)cents perhour for each **hour** earned per employee to the Industry Fund with no cost to the employee.

3.02 Vacation pay and holiday pay for all employees covered by this Agreement shall be paid at the rate of eight percent (8%) of gross wages earned.

3.03 Vacation pay and statutory holiday pay shall be paid weekly.

Vacation pay shall include an amount in lieu of payment for statutory holidays.

#### **ARTICLE 4 - L.I.U.N.A. CANADIAN TRI-FUND**

4.01 Labourers' International Union of North America, Local 1059 and the E.B.A. may, only by mutual consent, allocate any part of the total wage package to the following funds:

Labourers' A.G.C. Education and Training Fund;  
Labourers' Health and Safety Trust Fund of North America;  
Labourers' Employers Co-Operation and Education Trust Fund.

#### **ARTICLE 5 - SHIFT WORK**

5.01 Shift work shall be worked when requested by the Employer. It is agreed and understood that **shift** work shall comprise at least two (2) separate working shifts in any one twenty-four (**24**) hour period.

5.02 All regular shift work shall take place from Monday to Friday of a calendar week. In order to adopt **this** system, the shift periods will commence at 12:01 a.m. Monday morning and the final shift period of the week must be complete not later than 11:59 p.m. Friday evening. Each shift will be on the job for an eight (**8**) hour period, and all shifts will be paid for their lunch break of thirty (30) minutes.

5.03 Regular rates of pay will be paid for the shift commencing at 8:00 a.m. and finishing at 4:00 p.m. The other two (**2**) shifts **will** be paid at the rate of one and one-eighth (1-1/8) times the regular rate of pay.

5.04 All shift work between the hours of 12:01 a.m. Saturday *morning* and 11:59 p.m. Sunday evening shall be paid for at double the regular rate of pay.

5.05 No employee shall be permitted to work more **than** one (**1**) shift in any twenty-four (**24**) hour period unless the overtime rate of double the regular rate of pay **is** paid. The termination of any shift schedule shall

always be nor later than 11:59 p.m.

5.06 No employee transferred to shift work shall lose any actual working hours because of the transfer.

## **ARTICLE 6 - IRREGULAR WORKING HOURS**

6.01 The normal starting and quitting times may be varied if in the opinion of both parties it would be beneficial to the industry to do so, and/or because of work required to be done is in occupied premises. When these conditions apply, eight (8) continuous working hours per day shall be worked.

## **ARTICLE 7 - LABOURERS' UNION ADMINISTRATION FUND DEDUCTIONS AND CONTRIBUTIONS**

7.01 The employee hereby agrees that each Employer shall deduct effective August 13, 1998 an amount of fifty-one cents (\$0.51) per hour, effective May 1, 1999, an amount of fifty-two cents (\$0.52) per hour and effective May 1, 2000, an amount of fifty-three cents (\$0.53) per hour, for each hour earned as provided in Article 4.02 of the Master Portion.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

8.01 The regular work week shall consist of forty (40) hours, eight (8) hours per day, Monday to Friday inclusive, between the hours of 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour taken out for lunch. All work exceeding the regular eight (8) hours per day shall be considered overtime at the applicable rate. This does not apply to employees who are normally employed with the tending of bricklayers' and plasterers' helpers. Their working hours will consist of eight and one-half (8 1/2) hours per day, 7:30 a.m. to 4:40 p.m. All work before and after their regular hours shall be considered overtime at the applicable rate.

The above mentioned starting and quitting times may be varied by mutual written consent of the Employer and the Union Business Manager

8.02 All work performed before 8:00 a.m. or after 4:30 p.m. shall be deemed overtime and shall be paid at double the regular day shift hourly rate of pay, save and except the provisions of *this* Schedule relating to shift work.



8.03 All work performed on Saturday and Sunday shall be deemed overtime work and shall be paid at double the regular day shift hourly rates of pay.

8.04 When employees are required to work overtime on Saturdays, Sundays or holidays, permission must be obtained from the Union. Any overtime worked shall be on a voluntary basis and no employee shall be penalized for exercising this right.

8.05 It shall be the responsibility and duty of the Employer to see that all members of Local Union 1059 receive an equal share of work.

8.06 In the event overtime is to be worked, which will be approximately two (2) hours' duration or more, then a work break of ten (10) minutes will be provided before the start of such overtime with no loss of pay to the employee for such breaks.

8.07 In the event overtime is to be worked which will be in excess of three (3) hours duration. then a lunch break of one-half (1/2) hour will be provided on the Employer's time and where practicable, food will be made available.

## **ARTICLE 9 - GENERAL WORKING CONDITIONS**

9.01 A member of Local Union 1059 working as a mortar mixer (by hand) shall not be required to mix mortar for more than three (3) journeymen.

9.02 A member of Local Union 1059 working as a mortar mixer with a mixing machine shall not be required to mix mortar alone for more than five (5) journeymen when more than ten (10) journeymen are being supplied with mortar. The member of Local 1059 shall have a helper or helpers to assist him at the ratio of one (1) helper for every additional ten (10) journeymen.

9.03 It is the intent of this Schedule that no Union member shall be discriminated against in respect of hiring or being continued in his employment because of age only.

9.04 Consideration for hiring of Union designated older members to be done on an equitable basis. The Union agrees that any member hired in this category shall be competent and capable of performing the required work.

9.05 Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time to return such tools during working hours. Employees receiving such tools shall be responsible for the return of such tools.

9.06 A list of names of labour employees covered by this Schedule working on a project will be provided to the Business Representative if he requests the job superintendent for it.

9.07 Should a job run out of materials or equipment break down before the end of the working day, the members shall receive the full day's pay providing they remain on the job at the request of the Employer.

9.08 The parties agree that a premium of one-seventh (1/7) above the base rate shall be paid when the employees are working on swing stages, bosun's chairs or suspended scaffold only.

## **ARTICLE 10 - TRAVEL EXPENSE**

10.01 All employees when employed within forty (40) kilometres from London City Hall shall be governed by the working hours specified for the project and shall provide for themselves, at no cost to the Employer, all necessary transportation from home to the shop or project at starting time, and from shop or project at quitting time.

10.02 Travelling expenses shall be paid to employees at the rate of thirty-two cents (**\$0.32**) per kilometre, when they supply their own transportation for travelling from job to job during working hours at the discretion of the Employer. In addition, his applicable rate plus all normal benefits for the time spent in travelling.

10.03 All employees directed to travel to a project beyond the forty (40) kilometre free zones as specified in Article 10.01 above, shall receive thirty-two cents (**\$0.32**) per kilometre, to the project from the forty (40) kilometre

free zones and return to the forty (40) kilometre free zone. In all cases where mileage is paid, the most direct and practical route shall be used in calculating expenses.

10.04 Projects beyond the free travel zone ~~as~~ specified in Article 10.01 shall have a forty (40) kilometre project free travel zone. Employees, except those covered by Article 10.03 who reside within this zone **shall** provided for themselves at no cost to the Employer, all necessary transportation to the project.

Employees residing outside the project free travel zone, except those covered by Article 10.03, shall receive thirty-two cents (\$0.32) per kilometre to the project free travel zone described above from their residence and return.

## **ARTICLE 11 - LODGING ALLOWANCE**

11.01 The Employer agrees to pay the costs of lodging or a lodging allowance of fifty-five dollars (**\$55.00**) per day to employees who worked or reported for work on jobs one hundred (100) kilometres or more from London City Hall.

11.02 Travelling expenses to and from the project at the rate of thirty-two cents (\$0.32) per kilometre, shall be paid every thirty (30) days to the employees when working on project one hundred and sixty (160) kilometres or more from home, in addition to the board allowance as provided in subsection 11.01 above.

## **ARTICLE 12 - UNION REPRESENTATIVE LEAVE OF ABSENCE**

12.01 Officers of the Union or the Council shall be granted leave of absence when required for Union or Council business, providing that reasonable notice is given to the Employer.

## **ARTICLE 13 - JOINT COMMITTEE**

13.01 **The** parties agree to establish during the life of this current Schedule, a Joint Committee to review certain problems relative to the current schedule.

## **ARTICLE 14 - LAY-OFF**

14.01 In case of lay-off, all men will receive two (2) hours of notice in advance with pay.

## **ARTICLE 15 - CLASSIFICATION**

15.01 Compressor and air tool operator shall receive fifteen cents (\$0.15) per hour above the base labourers' hourly rate.

15.02 Labourers performing rubup, grinding, parging, grouting and drypacking of concrete ~~shall~~ receive ~~fifty~~ cents (\$0.50)cents per hour above their appropriate hourly rate.

## **ARTICLE 16 - FOREMAN'S RATE AND CONDITIONS**

16.01 Working foreman shall be paid no less than one dollar (\$1.00) per hour above the classification of the highest paid main of which they are supervising. There shall be a minimum of one working foreman when more than five labourers are employed on a crew.

When a non-working foreman is employed, he shall be paid a minimum of two dollars and ~~fifty~~ cents (~~\$2.50~~)per hour above the highest paid labourer he is supervising.

## **ARTICLE 17 - EMPLOYER'S ADMINISTRATION FUND**

17.01 Each Employer bound by ~~this~~ Agreement shall contribute eight cents (\$0.08) per hour, for each hour worked by each employee covered by this Agreement as required by Article 4.04 of the Master Portion.

Such monies to be directed with Local Union Working Dues to the Local Union and the Local Union shall forward said monies to the London and District Construction Association upon receipt.

## **ARTICLE 18 - INTERPRETATION OF AGREEMENT**

18.01 Where there is a conflict between this Schedule and any other provision of the Provincial Agreement, then the provisions of this Schedule shall apply.

## **ARTICLE 19 - ADMINISTRATION OF AGREEMENT**

19.01 The Employer, including the parties to this Collective Agreement, recognize Local 1059 as the exclusive administrative party of this Collective Agreement and in specific this Schedule.

**LOCAL UNION SCHEDULE FOR  
LOCAL 1081 - CAMBRIDGE**

**ARTICLE 1 - HOURS OF WORK**

1.01 The regular working hours for employees covered by this Agreement shall be eight and one-half (8 1/2) hours per day and forty-two and one-half (42 1/2) hours per week, to be worked between the hours of 7:30 a.m. and 5:00 p.m., Monday, Tuesday, Wednesday, Thursday and Friday. Employees will be allowed a lunch period of one half hour (1/2) to one (1) hour, depending on the individual project practice.

**ARTICLE 2 - OVERTIME**

2.01 The rate of time worked in excess of the regular working days of the week shall be at time and one-half for the first two (2) hours of overtime and at the rate of double time over and above the two (2) hours worked. Saturdays, Sundays and holidays shall be at double time rates.

2.02 For industrial maintenance construction work carried out on Saturdays, the first eight (8) hours shall be at time and one-half (1 1/2). Any additional hours shall be at double -time. For purposes of this clause. maintenance construction shall consist of repair work, alterations and changes within existing industrial facilities.

**ARTICLE 3 - SHIFT WORK**

3.01 The regular shift work shall take place from Monday to Friday of a calendar week. In order to adopt this system, the shift periods will commence at 12:01 a.m. Monday morning and the final shift period of the week must be complete no later than 11:59 p.m. Friday evening. Each shift will be on the job for an eight (8) hour period.

3.02 Regular rates of pay will be paid for the shift commencing at 8:00 a.m. and finishing at 4:00 p.m.. The other two shifts will be paid at the rate of one and one-eighth (1 1/8) times the regular hourly rate of pay.

3.03 All shift work between the hours of 12:01 a.m. Saturday morning and

11:59 p.m. Sunday evening shall be paid for at double the regular hourly rate of pay.

3.04 No employee shall be permitted to work more than one shift in any twenty-four (24) hour period unless the overtime rate of pay is paid. The termination of any shift schedule shall always be no later than 11:59 p.m..

#### **ARTICLE 4 - VACATION PAY**

4.01 Vacation pay and recognized holiday allowance will be paid at the rate of ten (10%) percent of gross earnings. It being understood that four (4%) percent shall be designated as vacation pay and six (6%) percent in lieu of recognized holiday pay.

4.02 Vacation pay and Statutory Holiday pay to be paid weekly.

#### **ARTICLE 5 - TRAVEL AND TRANSFER DURING WORKING HOURS**

5.01 Where the Employer transfers an employee from one job to another during working hours, the transportation and time in transit shall be paid by the Employer.

5.02 Any employee covered by this Agreement who drives a company vehicle, shall be paid transportation time both ways.

5.03 Employees who are sent to do work within the area of this Agreement shall, if required by the Employer to remain away from home overnight, be paid their expenditures for board and lodging at fifty-five dollars (\$55.00) per day that he reports for work.

5.04 The Employer may provide suitable board and lodging without cost to the employee in lieu of the board allowance provided in Article 5.03.

5.05 Local 1081 covers the six counties listed in Schedule "B" attached hereto. For members living in one county and working in adjacent counties there are free travel zones and travel payment zones. The place of residence for a member shall be the reference point to determine if he is travelling to

a free zone or a travel payment zone. Refer to the travel area zone chart. The travel allowance will be eighteen dollars (\$18.00) per day worked. The travel allowance will also apply when reporting allowance under paragraphs 7.01 and 7.02.

## **ARTICLE 6 - IRREGULAR WORKING HOURS**

**6.01** The normal project starting and quitting times may be varied, if in the opinion of both parties, it would be beneficial to the project to do so and/or because the work required to be done is in occupied premises. When these conditions apply, eight (8) continuous working hours per day shall be worked.

**6.02** Any work performed under these conditions, outside of the regular working hours of 7:30 a.m. to 5:00 p.m., shall be paid for at one and one-eighth times the regular rate of pay, save and except when overtime rates apply.

## **ARTICLE 7 - EMPLOYMENT AND REPORTING ALLOWANCE**

**7.01** Any member of the Union being sent to a job by the Business Representative at the request of any Employer or his representative and within a specified time limit, shall be guaranteed a minimum of two (2) hours pay provided that the Employer or his representative has been given a list of names of the employees the Business Representative proposed to send.

**7.02** Any employee reporting for work at 8:00 a.m. or any other time when so instructed and who cannot or is not permitted to work by reason of shortage of materials, shall be guaranteed two (2) hours pay, whether he starts work at a later hour being of no consequence, providing he remains on the job for two (2) hours' duration. The requirements of this provision, shall not apply to any employee who was instructed the previous day not to report to work.

**7.03** Any employee reporting for work at 8:00 a.m. or any other time, and who cannot work due to inclement weather, shall be guaranteed two (2) hours' pay, whether he starts work at a later hour being of no consequence,



provided he remains on the jobs for two (2) hours' duration. The requirements of **this** provision shall not apply to any employee who was instructed the previous day not to report for work.

7.04 In case of lay-off, all men will receive one hour's notice in advance or pay in lieu of notice.

#### **ARTICLE 8 - WELFARE**

8.01 The Employer agrees to contribute the amount of welfare as defined in the monetary payment schedule to the joint and equally trustee Labouers' Multi-Local Welfare Trust Fund of Ontario, or Labouers' Local 1081 Welfare Trust Fund, for each hour worked by the employees of the Employer covered by **this** Agreement as mutually agreed by both parties.

#### **ARTICLE 9 - PENSION**

9.01 The Employer agrees to contribute the amount of pension as defined in the monetary payment schedule to the Labouers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement.

#### **ARTICLE 10 - WORKING DUES**

10.01 The employees hereby agree that each Employer shall deduct from each employee the amount of working dues as defined in the monetary payment schedule per hour for each hour worked. Ten cents (\$0.10) per hour of said amount is for Ontario Provincial District Council Working Dues to be remitted as provided for in Article 4.02 of the Master Portion. Such deductions shall be compiled monthly and remitted no later than the fifteenth (15th) day of each month following the month for which deductions were made and forwarded to Local 1081.

#### **ARTICLE 11 - ASSOCIATION CONTRIBUTIONS**

11.01 Each Employer bound by this Agreement shall contribute ten cents (\$0.10) per hour for each hour worked by each employee covered by this Agreement. Such contributions shall be compiled monthly and remitted to

the General Contractors Section of the Grand Valley Construction Association no later than the fifteenth (15th) day of the month following the month for which the contributions were made.

## **ARTICLE 12 - WAGES**

12.01 Refer to the monetary payment schedule

## **ARTICLE 13 - STUDENTS**

13.01 The Employer shall have the right to hire one (1) student employee for every ten (10) employees. Students shall as a condition of employment. make application to the Union within five (5) days, and become a member of the Union within thirty (30) days from the commencement of employment. On any succeeding period of employment, the student shall be required to pay a readmission fee plus monthly dues.

## **ARTICLE 14 - RECALL**

14.01 Under the provisions of Article 3.01 of the Master Portion, the Employer when adding to his work force, shall have the prerogative of first recalling any unemployed member in good standing with Local 1081, as long as the member has worked for ten (10) consecutive days previous to being recalled.

The member has to have been in his/her employ during the twelve (12) months of the date of rehire, and such employees shall retain a referral slip from the Union within two (2) working days of the date of rehire.

14.02 Members of other Local Unions who have transferred into Local 1081, will not be eligible for recall unless the member has transferred into Local 1081 at least twelve (12) months prior to the date of recall. Members that transfer out of Local 1081 with a company and back, will have the right to be recalled within twelve (12) months of his return to membership in Local 1081.

## **ARTICLE 15 - TRAINING**

15.01 The Employer agrees to contribute the amount of fifteen cents (\$0.15) per hour **for** each hour worked, **as** defined in the Monetary Wage Schedule, payable to L.I.U.N.A. Local 1081 Training Trust Fund. Such deductions shall be compiled monthly and **remitted** no later than the fifteenth (15th) day of each month following the month for which the deductions **were** made and forwarded to Local 1081.

## **ARTICLE 16 - FOREMAN**

16.01 Any labourer who **is** designated **by** the Employer as a working foreman, **shall** be paid a differential not **less** than one dollar and twenty five cents (**\$1.25**) per hour, when supervising five (**5**) **or** more employees.

## **ARTICLE 17 - UNION REPRESENTATION LEAVE OF ABSENCE**

17.01 Officers **of** the Union or the Council shall be granted leave **of** absence when required for Union or Council **business**, providing that one (1) weeks' notice is given to the Employer.

**TRAVEL AREA ZONE CHART**

Members Living	Free Travel Zone when working in the Counties of	Travel Payment Allowance to be paid when working in the Counties of
Grey	Grey Dufferin Wellington	Waterloo Brant Norfolk
Dufferin	Grey Dufferin Wellington	Waterloo Brant Norfolk
Waterloo	Wellington Waterloo Brant	Grey Norfolk Dufferin
Wellington	Grey Dufferin Wellington Waterloo Brant	Norfolk County and the Cities of Owen Sound Meaford Thornbury
When living within the Cities of Owen Sound Meaford Thornbury	Grey Dufferin	Wellington Waterloo Brant Norfolk
Brant	Waterloo Brant Norfolk Wellington	Grey Dufferin
Norfolk	Brant Norfolk	Grey Dufferin Wellington Waterloo

**Labourers' Local 1081**  
**Monetary Wage Schedule**  
**1998 - 2000**

Waterloo-Wellington-Dufferin-Grey

	Wage	V.P.	Welf.	Pens.	Train- ing	Tri- Fund	Total Pkg.	Work. Dues	Ind. Fund
Aug 13, 1998	21.21	2.12	1.45	1.90	.15	.05	26.88	3% (.64)	.10
May 1, 1999	21.48	2.15	1.55	2.10	.15	.05	27.48	3% (.64)	.10
May 1, 2000	21.89	2.19	1.65	2.20	.15	.05	28.13	3% (.66)	.10

**Brant-Norfolk**

	Wage	V.P.	Welf.	Pens.	Train- ing	Tri- Fund	Total Pkg.	Work. Dues	Ind. Fund
Aug 13, 1998	21.35	2.13	1.45	1.90	.15	.05	27.03	3% (.64)	.10
May 1, 1999	21.62	2.16	1.55	2.10	.15	.05	27.63	3% (.65)	.10
May 1, 2000	22.03	2.20	1.65	2.20	.15	.05	28.28	3% (.66)	.10

Mason Tender - **A** premium of twenty-five cents (\$0.25) per hour.

Forklift Operator: - **A** premium of fifty cents (\$0.50) per hour.

Foreman: - **As** outlined in Article 16, a premium of one dollar **and** twenty five cents (\$1.25) per hour.

Cement Finishers: - **A** premium of one dollar and thirty cents (\$1.30) per hour.

## LOCAL UNION SCHEDULE FOR LOCAL 1089 - SARNIA

### ARTICLE 1 - ADMINISTRATION OF AGREEMENT

1.01 The Employer, the Council and the Employer Bargaining Agency recognize L.I.U.N.A. Local 1089 and the Sarnia Construction Association as the sole and exclusive Administrators of the entire Agreement for all work performed under the terms of this Agreement in the County of Lambton, Province of Ontario.

### ARTICLE 2 - HOURS OF WORK

2.01 The regular working week shall consist of forty (40) hours as follows: eight (8) hours per day, Monday to Friday inclusive, between the hours of 8:00 a.m. and 4:30 p.m.. These hours shall be subject to negotiation if to the mutual benefit of both parties to this Agreement. It is further agreed, that week ending shall coincide with the Unemployment Insurance Commission requirements being midnight Saturday night.

### ARTICLE 3 - RECOGNIZED HOLIDAYS

3.01 Should the Federal Government declare an additional statutory holiday to those listed in Article 9.01 of the Master Portion of this Agreement before the expiration of this Agreement, such holiday shall be recognized in the area covered by **this** Appendix.

### ARTICLE 4 - OVERTIME CONDITIONS

4.01 All overtime worked outside the regular hours outlined in Article 2 above, including Saturdays and Sundays, shall be paid at the rate of double time for the type of **work** being performed.

4.02 When any labourers are required to work overtime, there shall be a labour foreman who remains on the job to supervise such labourers. It is necessary to have the Union Steward present for such overtime **work**.

4.03 It shall be the responsibility and duty of the labour general foreman and the Employer to see that all members of Local 1089 receive an equal share of overtime work and lists of members who are working overtime, shall be given to the Union Steward of the job. The Union Steward will in turn, keep an accurate record of these lists for the use of the Union office and members.

4.04 A hot meal will be supplied the second hour after the regular shift and every four (4) hours thereafter, at no expense for the meal and no pay deductions for the time used to consume such meal to the employee.

4.05 Notwithstanding the provisions of Article 7.02 of the Master Portion of this Collective Agreement, it is understood and agreed that for all work performed in occupied premises, as in accordance with Article 7.02, on Saturday, Sunday and Statutory Holidays, payment shall be at the overtime rate as specified in **this** Schedule.

## **ARTICLE 5 - SHIFT WORK**

5.01 In the event of it becoming necessary to work shift work in any job, to qualify as a "Shift Job", two (2) full shifts must be worked in any twenty-four (24) hour period and each of these shifts must continue for at least three (3) consecutive working days.

5.02 No shift shall be less than three (3) consecutive working days duration nor shall it be less than eight (8) hours duration per shift.

5.03 The first shift shall be *from* 8:00 a.m. to 4:00 p.m. with lunch break included within these hours, without any pay deductions to the employee.

5.04 The second shift shall be a shift commencing any time after 8:00 a.m and before 8:00 p.m.. The labourers on the second **shift** shall receive eight (8) hours pay for seven (7) hours of work.

5.05 The third shift shall be a shift commencing any time after 8:00 p.m and before 2:00 a.m.. The labourers working this shift shall receive eight (8) hours pay for six (6) hour of work.

5.06 The eighth hour on the second shift and the seventh and eighth hours on the third shift, or any other additional hours, shall be paid at the rate of double time.

5.07 In no case shall a shift be considered a **shift** if worked less than eight (8) hours per day.

5.08 In all shifts, lunch period shall be included in the above-mentioned hours, without any pay deductions to the employee.

5.09 It is further agreed by both parties that any Employer establishing a shift must notify the Business Manager of Local 1089 or, in his absence, his duly recognized Representative, before establishing such a shift.

5.10 Labourers who are called to fill a shift, who do not complete three (3) full shifts, are to be paid regular overtime rates for all time worked. Labourers who quit of their own volition, or are discharged for just cause, shall be paid at the regular shift rate.

**ARTICLE 6 - MINIMUM WAGES**

**6.01 Labourers:**

Date	8% Vac Rate	Pay	GRSP	Welf.	Pens.	Train- ing	Tri- Fund	Total Pkg.	Work. Dues
Aug 13, 1998	22.83	1.83	1.75	1.00	1.44	.10	.05	29.00	.87
May 1, 1999	23.34	1.87	1.75	1.00	1.44	.15	.05	29.60	.89
May 1, 2000	23.90	1.91	1.75	1.00	1.44	.20	.05	30.25	.91

**Apprentices:**

**1st year Apprentice**

late	8% Vac Rate	Pay	GRSP	Welf.	Pens.	Train- ing	Tri- Fund	Total Pkg.	Work. Dues
Aug 13, 1998	13.80	1.10	0.75	1.00	0.60	.10	.05	17.40	.87
May 1, 1999	14.08	1.13	0.75	1.00	0.60	.15	.05	17.76	.89
day 1, 2000	14.40	1.15	0.75	1.00	0.60	.20	.05	18.15	.91



## 2nd year Apprentice

Date	8% Vac Rate	Pay	GRSP	Welf.	Pens.	Train- ing	Tri- Fund	Total Pkg.	Work. Dues
Aug 13, 1998	17.62	1.41	0.85	1.00	0.72	.10	.05	21.75	.87
May 1, 1999	17.99	1.44	0.85	1.00	0.72	.15	.05	22.20	.89
May 1, 2000	18.40	1.47	0.85	1.00	0.72	.20	.05	22.69	.91

**6.02** Employer contributions to welfare, dental, pension, G.R.S.P. and training funds for overtime hours **worked** shall be remitted at double the regular rate.

**6.03** Vacation pay at the rate of four (**4%**) percent and statutory holiday pay at the rate of four (**4%**) percent, shall be paid weekly on the employee's pay.

**6.04** Employer contributions to welfare, dental, pension, G.R.S.P. and training funds, shall be remitted to the Administrator designated by Local 1089 for each Fund in accordance with the provisions of Article 19.03 of the Master Portion of this Agreement.

**6.05 Working Dues Deductions, Ontario District Council & Secretariat Fund - Working Dues, Ontario District Council Dues and Secretariat Fund** are to be on one cheque (payable to Local **1089**) and sent to Local 1089.

The Employer agrees to deduct eighty-seven cents (**\$0.87**) per hour, seventy-seven cents (**\$0.77**) per hour Local Union working **dues** and ten cents (\$0.10) per hour Ontario District Council Dues. Effective May 1, 1999, this amount shall be increased to eighty-nine cents (**\$0.89**) per hour, seventy-nine cents (**\$0.79**) per hour Local Union working dues and ten cents (\$0.10) per hour Ontario District Council Dues. Effective May 1, 2000, this amount shall be increased to ninety-one cents (\$0.91) per hour, eighty-one cents (\$0.81) per hour Local Union **working** dues and ten cents (\$0.10) per hour Ontario District Council Dues.

## **ARTICLE 7 - CLASSIFICATIONS AND PREMIUMS**

**7.01 Group "A"** - General Labourer: Hourly rate as set out in Article 6.01.

**Group "B"** - Mortar mixers, air electric and gas tool operators and labourers working with fire brick or refractory material, thirty-five cents (\$0.35) per hour above the **Group "A"** rate.

**Group "C"** - Mortar mixers working with acid and fire brick or any other refractory materials, seventy cents (\$0.70) per hour above the **Group "A"** rate.

**Group "D"** - Gun and nozzle operators, one dollar (\$1.00) per hour above the **Group "A"** rate.

7.02 A tool crib operator shall receive one dollar (\$1.00) per hour above the General Labourers rate of pay.

7.03 Union Stewards shall be paid fifty cents (\$0.50) per hour above the General Labourers rate of pay. This premium will become effective whenever there are fifty (50) labourers on a project.

7.04(a) A premium of one dollar (\$1.00) per hour above the General Labourers rate of pay shall be paid to all labourers working on any type of suspended swinging scaffolding from fifty (50) feet and upward.

(b) Labourers working on the construction of chimney, smoke stacks, concrete storage or similar like structures, rate to be mutually agreed on its own merits by the Employer and the Union before job commences.

7.05 Dirty pay shall be paid in the amount of thirty-five cents (\$0.35) per hour above the regular rate or classifications of work when a labourer is required to work inside of any tank, vessels, towers, drums, exchangers, boilers, coolers and heaters.

7.06 In the event that a labourers work is such that he qualifies for more than one (1) of the premium rates provided herein, he shall be paid the highest premium rate for the job he is entitled to.

7.07 In the event of other classifications becoming necessary, apart from those listed in this Agreement, then wage rates for those classifications shall be negotiated immediately as they arise.

## ARTICLE 8 - WAGES FOR TUNNEL WORKERS



8.01 All underground tunnel work shall be paid seventy-five cents (\$0.75) per hour above the basic labourers' rate for underground labourers.

8.02 Muckers will receive one dollar (\$1.00) per hour above the basic labourers' rate.

8.03 Miners will receive one dollar and thirty cents (\$1.30) per hour above the basic labourers' rate.

## ARTICLE 9 - FOREMEN'S RATE

9.01 Working labour foremen shall be paid not less than one dollar (\$1.00) per hour above the rate for classification of men they are supervising, excluding shop stewards and tool crib operators.

9.02 Non-working labour foremen shall be paid not less than one dollar and fifty cents (\$1.50) per hour above the rate for classification of men they are supervising, excluding shop stewards and tool crib operators.

9.03 General foremen shall be paid not less than two dollars and fifty cents (\$2.50) per hour above the labourers' rate.

9.04 The general area foreman shall be paid no less than three dollars and seventy-five cents (\$3.75) per hour above the labourers' rate.

## ARTICLE 10 - FOREMAN'S DUTIES

10.01 The area general foreman shall receive orders from the Employer or his supervisor and shall give orders to the general foreman. The general foreman shall in turn, give orders to the labourers under his supervision. In no case shall the labourers receive orders from any other source, except when instructed to do so by his labour foreman.

10.02 Whenever there is more than one (1) labourer on a project, there shall be a working labour foreman or a non-working labour foreman on the site.

project. With eight (8) labourers or more on a project, no labour foreman **shall** be a **working** foreman. No labour foreman shall supervise more than ten (10) labourers. With fifteen (15) labourers on a project, a general foreman **shall** be added. No general foreman **shall** supervise more than five (5) foremen. With **fifty** (50) labourers on a project, an area general foreman **shall** be added. **All** supervision mentioned above will be included within the number specified.

## **ARTICLE 11 - GENERAL CONDITIONS**

11.01 When labourers are working for an Employer that is involved in shutdowns, revamps, wrecking or turnaround work, the Employer will supply those labourers entitled to dirty pay and where warranted, with protective clothing or coveralls and proper gloves, at no cost to the employees.

## **ARTICLE 12 - REPORTING TIME**

12.01 Two (2) hours shall be paid when an employee is instructed to report to a designated sign-on area by the Employer and is told that no work is available that day or is assigned to a different shift.

12.02 When termination during other than normal business hours is necessary, the Employer will pay a two (2) hour termination allowance if pay cheques are not available at termination. It **is** understood that the final pay cheques will be available after 2:00 p.m. of the next normal business day.

12.03 Four (4) hours shall be paid to labourers when work is suspended due to other than inclement weather.

12.04 The Employer may not request the labourers to remain on the job once the labourers have been informed that the job **is** suspended.

12.05 **In** the case of inclement weather, the employee shall be paid two (2) hours and the Employer may request the labourers to work inside or under shelter, or wait in the lunch room during **this** two (2) hours waiting time. However, after the two (2) hour waiting period, the Union Steward and the

General Superintendent of the project, or his representatives, will decide whether it is feasible to work, according to the weather conditions at that time.

12.06 When parking lot becomes an issue on a job because of location of the said job site, the company and the Union Representatives will negotiate walking time. Each problem is to be handled on its own merit.

### **ARTICLE 13 - TRAVEL ZONE ALLOWANCE**

13.01 "Free Zone" is defined as the City of Sarnia and Point Edward, east of the St. Clair River, south to the north side of the first Sombra Township Road, south of Canadian Industries Ltd., then easterly to Highway 21 and north on Highway 21 to the junction of Highways 402 and 21, then north to Lake Huron on Plympton Sideroad 15, including any job or project with direct access off Highway 21 or Plympton Sideroad 15.

13.02 Zone "A" is the remainder of Lambton County. Seven dollars and eighty (\$7.80) per day paid for work in this zone. Effective July 6, 1993, Lambton County shall be a free travel zone upon Local 1089 and Carpenters LU 1256 agreeing.

13.03 When an employee is directed by his Employer to a job outside of Lambton County, he shall be paid hoard allowance of fifty-six dollars (\$56.00) per scheduled working day. When Employers transfer their labour employees from one job to another and the transfer is made during working hours, the transportation charges and the time in transit shall be paid by the Employer.

### **ARTICLE 14 - DISCHARGE AND QUITTING**

14.01 The Employer shall give four (4) hours notice of lay-off of employment.

14.02 When any labourers are laid off, the Employer shall issue such labourers with a termination slip to be presented to the Union office.

## **ARTICLE 15 - OBLIGATIONS OF MEMBERS**

15.01 Any member convicted of violating any part of **this** Agreement, shall be dealt with as directed by Local 1089.

## **ARTICLE 16 - HIRING PROCEDURE**

16.01 The Employer agrees that all labourers, area general foreman, general foreman and the labour foreman in their employ, shall be members in good standing of Local 1089 and shall not be hired until a proper Referral Slip, duly signed from the Union Office of Local 1089, is placed in the Employer's possession.

16.02 (a) The Employer shall be permitted to recall former employees who are unemployed and registered at the Local Union Office, provided he does so within a twelve (12) month period from date of lay-off and said employees are in good standing with the Union.

(b) The Employer shall be allowed to name hire one foreman per project. Such employee shall be paid the applicable foreman's rate for a minimum of six (6) weeks if retained by the Employer. If the employee is laid off within six (6) weeks and is recalled, he shall continue to be paid the applicable Foreman's rate until this requirement is satisfied.

16.03 On jobs requiring additional labourers to be hired, the Contractor shall provide notice to the Union.

## **ARTICLE 17 - APPRENTICES**

17.01 1st year apprentice - up to 1800 hours earned  
- rate calculated at 60% of total package

2nd year apprentice - 1800-3600 hours earned  
• rate calculated at 75% of total package

The Union shall ensure that these apprentices complete a Safety and Basic Training Course at the Local Union's Training Centre.

As these apprentices become available, the Employer will be permitted to hire one apprentice for every five (5) labourers hired. The

reverse order will apply on lay-off.

Recall provisions **shall** not apply to apprentices.

## **ARTICLE 18 - SUBCONTRACTING**

18.01 The Employer agrees to engage only subcontractors who are in contractual relations with the Union and/or its affiliated bargaining agents for all work covered by **this** Agreement.

## **ARTICLE 19 - TRUST FUND**

19.01 Vacation Pay, Welfare, Pension, G.R.S.P., Trust Funds

The parties understand and agree that the Trustees of all Local 1089 Trust Funds shall be appointed by Local 1089, in its absolute discretion and the parties hereby waive the requirements of joint trusteeship under Article 18.01 (a) of the Master Portion of **this** Agreement. It is understood that only Articles 18.02, 18.03, 18.04, 18.08, 18.10 and 18.11 of the Master Portion shall apply to contributions as set out herein, provided that a Board of Arbitration or O.L.R.B. under Article 14 of the Master Portion may issue a decision consistent with the provisions of Article 18.05, 18.06 and 18.07 of the Master Portion. Local 1089 agrees to save and hold harmless the Employer and the Association of any and all liabilities as a result of making such payment as a result of this Article.

19.02 Training Fund

The Employer agrees to contribute from the total wage package set forth in Article 6 hereof, the sum of ten cents (\$0.10) per hour, effective May 1, 1999, fifteen cents (\$0.15) per hour and effective May 1, 2000, twenty cents (\$0.20) per hour earned by the employee of the Employer covered by this Agreement to Local 1089 Training Fund.

Such monies shall **be** remitted together with the administration monies directly to Local 1089 by the fifteenth (15th) day of the month following the month for which contributions were made. The parties understand and agree that the Trustees of the aforesaid Local 1089 Training Fund shall be appointed by Local 1089 in its absolute discretion and the parties hereby waive the application of Article 18.02 of the Master Portion to this Agreement to the Local 1089 Training Fund.

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20.01 **Local** Union 1089 agrees to save and hold **harmless** the Employer and the Association of any and all liabilities as a result of establishment and payment into such fund. All administration costs and reporting to employees shall be the responsibility of Local 1089.

**ARTICLE 21 - EMPLOYERS' ADMINISTRATION FUND**

21.01 Each Employer bound by this Agreement shall contribute twenty-three cents (**\$0.23**) per hour, for each hour worked by each employee covered by this Agreement, as required by Article 4.04 of the Master Portion, plus **seven percent (7%) G.S.T.**

**ARTICLE 22 - L.I.U.N.A. CANADIAN TRI-FUND**

22.01 The Employer shall pay the sum of five cents (\$0.05) for each hour worked as directed by Local 1089 on the fifteenth (15th) day of the calendar month following the month in which these hours were worked.

**ARTICLE 23 - INTERPRETATION OF AGREEMENT**

23.01 In the event of conflict between this Appendix and any other section of this Agreement, the Sarnia Appendix shall in all instances prevail in the County of Lambton, Province of Ontario.

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