

SOURCE	Company		
EFF.	95	05	01
TERM.	98	04	30
No. OF EMPLOYEES	1200		
NOMBRE D'EMPLOYÉS	CB.		

MASTER PROVINCIAL AGREEMENT

THIS AGREEMENT SHALL BECOME EFFECTIVE May 1st, 1995

BETWEEN:

THE UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO INCORPORATED, on behalf of its member companies engaged in power, energy and communication construction, maintenance and similar work throughout the Province of Ontario.

(hereinafter referred to as the "Association")

OF THE FIRST PART

- AND -

THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL, and its affiliated Local Unions, LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, Local 183, 247, 491, 493, 527, 597, 607, 625, 837, 1036, 1059, 1081 and 1089, each of which, Council and Local Unions, are parties to this Agreement.

(hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the members of the Association and their employees, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provisions.

ARTICLE 2 - RECOGNITION

2.01 The Association on behalf of its member companies, recognizes the Labourers' International Union of North America, Ontario Provincial District Council, and its affiliated Local Unions 183, 247, 491, 493, 527, 597, 607, 625, 837, 1036, 1059, 1081 and 1089, who are parties to this Agreement as the sole and exclusive Bargaining Agent for all construction labourers employed by its member companies in the Province of Ontario, save and except non-working foremen and person above the rank of non-working foreman.

2.02 Each of the Local Unions listed in Section 2.01 above, agrees with all others, with the Council and with the Association:

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- (a) to maintain the Council as their representative and agent for the purpose of bargaining collectively and concluding a Collective Agreement with the Association in accordance with the Uniform District Council Constitution; and
- (b) to delegate, and they do hereby delegate, to the Council acting as their representative and agent, their authority as aforesaid for members of their respective Local Unions who come within the scope of this Agreement and agree to not withdraw such authority nor to seek to bargain individually with the Association or its members.

2.03 The Employer acknowledges and agrees that the Union's exclusive jurisdiction under this Agreement, includes but is not limited to the following work notwithstanding the claims of any other trade union, namely: all power tools driven by gas, air or electric. Trucks including pick-ups normally driven by members of the Labourers' Union, boom trucks 8-ton and under, pole trucks, dump trucks and stake trucks. Bore machines under 8" including truck mounted, wet bore machines and torpedoes. Chain saws, concrete saws, sod cutters, jack hammers, spade guns, rotary guns, water pumps under 6", power sweepers, compactors, power tampers. Drillers including hydraulic, small trenchers, small machines or similar machines. Skid mounted winch lines for pulling cables, asphalt rollers, remote controlled equipment and high pressure water equipment.

Loading, unloading, sorting, stockpiling of all materials, the wrapping, coating, treating, handling, installation and distribution of all materials, including placing, 'setting and removal of coverings, fusing, welding, installation of all pipe or cables, piles, and cribbing, driving of sheet pilings, lagging and shoring of all ditches, trenches and manholes, handling, setting and discharge of explosives. Handling, mixing, pouring or pumping of concrete, installation of reinforcing steel or similar material, and the handling and placing of other materials for saddles, beds or foundations for the protection of pipe, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, street etc. and/or restoration of lawns and landscaping.

Clearing and site preparation as described herein: cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the levelling, pumping, grading and other preparation prior to laying or pulling pipe conduit or any cable for any purpose.'

All work in connection with the cutting of streets and ways for the installation of poles and bases, laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; the handling and conveying of all materials, concreting, backfilling, grading, restoring, resurfacing, and all other labour work connected therewith.

All work in connection with the excavation and installation of bases for hydro poles, light standards, including traffic lights, transformers, etc., the assembly and installation of all poles and fixtures, the installation, splicing and hookup of all cables.

All work referred to in Article 2.03 hereof performed in connection with bridges and related structures.

All underground tunnel work including the operation of all equipment underground.

2.04 The Employer shall assign the work referred to in Article 2.03 exclusively to its employees covered by this Agreement who are members of the Union notwithstanding the claims of any other trade union.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of each employer covered by this Agreement:

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

(b) to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined or disciplinarily demoted without reasonable cause shall be subject to the provisions of the Grievance Procedure;

(c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;

(d) it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this agreement.

ARTICLE 4 - UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES

4.01 Union Membership

(a) The Employer agrees to employ only members in good standing of the Union for the performance of all work covered by this Agreement. All employees shall present to the Employer a referral slip, **either in person or by facsimile transmission**, from the Union prior to his commencing employment.

(b) The Employer shall hire all of its employees covered by this Agreement through the Union and shall call the Union office by 2:00 p.m. for his needed supply of men for the following day. Should the Union be unable to furnish sufficient men then the Employer may hire such labour as is available and such persons shall, as a condition of employment and continued employment, be required to apply for membership in the Union within seven (7) calendar days of hiring and shall be required to maintain such membership while working within the bargaining unit. The Union will not unreasonably withhold membership from anyone who is requested in writing by the Employer:

(c) Recall - Applicable to Locals 607.625, 1059, 1081 and 1089 only

The Employer shall have the right to recall those members in good standing who are on the out-of-work list of the Local Union that were employed by the Employer within the Local's jurisdiction during the last six months. All employees shall present to the Employer a referral slip, **either in person or by facsimile transmission**, from the Union prior to his commencing employment. Local 108 1 shall be twelve (12) months.

4 . 0 2 Check-off of Union Dues

As a condition of employment, each Employer will deduct regular monthly union dues and working dues from the pay issued to employees each calendar month. The Union agrees to inform the Employer of the amounts of such dues. Each Employer will also deduct the Union initiation fee (where such fee is applicable), providing employees authorize such deduction. It is recognized that in deducting the said initiation fee, employees may wish to have this amount deducted in two successive steps, and if so, the Employer may deduct the initiation fee in this manner, upon notification from the Union.

4.03 Within ten working days after deduction of Union dues'-and/or initiation fees, the Employer will forward the amount deducted to a designated officer of the appropriate Local Union on behalf of its members, together with a list of the employees from whom deductions were made, together with their social insurance numbers.

4.04 The Union agrees to save the Employer harmless from any and all claims which may be made against the Employer for amounts deducted as herein provided.

4.05 The Utility Contractors' Association recognizes that the work performed by labourers, including labourer-drivers, will continue to be performed by members from the Labourers' International Union of North America.

4.06 Sub-Contracting - The Employer agrees to employ only sub-contractors who are in contractual relations with the Union in Ontario Labour Relations Board Area 8 and Oshawa Region of Board Area 9, Northumberland County, Lake Ontario to 15 miles north of Highway 401 in Board Area 10 and 12, the Regional Municipality of Ottawa, Carleton and the County of Russell in Board Area 15. Without limiting the generality of the foregoing, this clause covers fencing, landscaping, road building (including paving and sidewalks) bridges and related structures, but does not cover terminations.

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The Employer agrees to employ only sub-contractors who are in contractual relations with the Union for the installation of all manholes in the Province of Ontario.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 During the term of this Agreement, each Employer agrees that it will not cause or direct any lockout of its employees, and the Unions agree that there will be no slowdown, strike, or other stoppage of or interference with work.

ARTICLE 6 - UNION REPRESENTATION

6.01 Each Employer recognizes the right of the Union to select or otherwise appoint a reasonable number of stewards to assist employees in presenting any complaints and/or grievances they may have to representatives of management. The Union shall be required to notify the job foreman of the names and number of stewards on each particular job.

6.02 The Union acknowledges that stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration or the agreement of the investigation or presentation of grievances, without first obtaining the permission of their foreman or immediate supervisor. Such permission will not be unreasonably withheld.

6.03 Representatives of the Union shall have access to the area of work during working hours, but in no case will such representatives interfere with the progress of the work.

6.04 In the event of layoff, one steward for each twenty-five (25) employees or fraction thereof in excess of multiples of twenty-five (25) will be retained in employment, provided such stewards are qualified to perform the work available. The

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Union steward will not be excluded from overtime work provided they are able to do the work required, and shall be one of the last three men retained by the Employer provided they are capable to perform the available work remaining.

ARTICLE 7 - COMPLAINTS AND GRIEVANCES

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

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

Within twenty (20) 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 ten (10) working days), the grievance shall be presented to the Employer in writing on the standard form and the parties shall meet within five (5) working days in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting, then the grievance may be submitted to a committee consisting of two members of the Union and two members of the Association at any time within five (5) days thereafter but not later, and if a satisfactory settlement is not reached within five (5) days from this meeting, the grievance may be submitted to arbitration as provided for in Article 8 below, at any time within ten (10) days thereafter but not later. Grievances dealing with alleged violation of payment for hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premium, travelling expenses, room and board allowances, reporting allowances and dues may be brought forward within three (3) months of such alleged violations. It is further understood that such grievances may be retroactive to the first day of the alleged violation.

7.03 Benefit grievances shall be brought forward within twelve (12) months after the circumstances giving rise to the grievance become known or ought reasonably to have become known to the Union. It is further understood that the adjustment of any such grievance shall be retroactive to the first day of the alleged violation within the twelve (12) month period.

ARTICLE 8 - ARBITRATION

8.01 Both parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 7 above and which has not been settled, will be referred to a board of arbitration at the request of either of the parties hereto.

8.02 The board of arbitration will be composed of one person appointed by the Association, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the board.

8.03 Within two (2) working days of the request of either party for a board, each party shall notify the other of the name of its appointee.

8.04 Should the person chosen by the Association to act on the board and the person chosen by the Union fail to agree on a third member as Chairman within five (5) days of the notification mentioned in 8.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate an impartial person to act as Chairman.

8.05 The decisions of the board of arbitration or a majority of such board, constituted in the above manner, or if there is no majority, the decision of the Chairman, shall be binding upon the employees, the Union, the Employer and the Association.

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

8 . 0 7 Each of the parties to this Agreement will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairman.

8.08 (a) The nature of the grievance, the remedy sought and the section or the sections of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later steps;

(b) In determining the time which is allowed in the various steps, Sundays and Statutory Holidays shall be excluded, and any time limits may be extended by agreement in writing;

(c) If advantage of the provisions of Article 5 and 6 hereof is not taken within the time limits specified therein or as extended in writing, as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.

8.07 Management Grievances and Union Grievances

It is understood that the Association, on its own behalf or on behalf of any of its member companies, may file a grievance with the 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 an employee. Such grievances shall be processed in accordance with Section 7.02 of the grievance procedure set out above.

8 . 0 8 A Union grievance, which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit, in regard to which a number of employees have signified an intention to grieve in writing or a grievance involving the Union itself including the application or interpretation of this Agreement, may be brought forward as a grievance of an employee, subject to the same time limits as in Article 7 and to be processed in accordance with the provisions of Section 7.02 above.

ARTICLE 9 - WAGE RATES, CLASSIFICATIONS, HOURS OF WORK, OVERTIME AND OTHER CONDITIONS

9.01 Attached hereto and forming part of this Agreement are appendices relating to wage rates, classifications, hours of work, overtime and other conditions of employment.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 All work performed on Sundays, New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and any other statutory holiday legally declared by the Federal or Provincial Government shall be paid for at the rate of double time, including Heritage Day,

ARTICLE 11 - VACATION WITH PAY AND STATUTORY HOLIDAY PAY

11.01 Vacation and statutory credits shall be paid to employees covered by this Agreement.

11.02 It is understood and agreed that a percentage of the gross wages is to be considered in lieu of statutory holiday pay as shown on Appendix 'H' forming part of this Agreement for individual locals.

ARTICLE 12 - REPORTING ALLOWANCE

12.01 The Employer shall pay one hour's time (at the start of the day) when inclement weather prevents work being started. All employees who are not advised

on the day prior not to report for work, and who report, and are prevented from working by reason of inclement weather, shall receive the aforesaid one (1) hour pay. Employees shall remain for one hour on the job or at the assembly point to be eligible for this payment.

12.02 An employee who reports for work at the start of his shift without having been told in advance not to report, will be paid for four (4) hours.

12.03 An employee who in the course of his shift is directed by the employer to wait on a job or travel from one job site to another job site, shall be paid for such waiting or travel time, and shall also receive thirty-five (\$0.35) cents per kilometre if he is required to use his own automobile.

ARTICLE 13 - PROTECTIVE CLOTHING

13.01 The Employer shall provide employees with such protective and wet weather clothing, including rainsuits, safety vests, safety glasses, ear protection, and gloves other than normal gloves as may be needed.

The Employer agrees to pay fifty dollars (\$50.00) towards the purchase of lineman boots after six (6) months' continuous employment and fifty dollars (\$50.00) every six months' employment thereafter.

13.02 The Union recognizes the right of the Employer to economically supervise the distribution of the clothing provided and will co-operate with the Employer to prevent wasteful practices.

ARTICLE 14 - CO-OPERATION

14.01 The parties hereto agree that this Agreement will apply to all power, energy and communications construction, maintenance and similar work up to and including the meter base in all sectors of the construction industry throughout the Province of Ontario and will co-operate and assist each other in every legitimate way to conduct the respective business in an effective and harmonious manner.

14.02 In the event the Employer becomes actively engaged in road building, sewer and watermain construction, pipeline work as outlined in the pipeline agreement between the Pipeline Contractors' Association of Canada and the Labourers' International Union of North America, or other heavy construction work, the collective agreements applicable to such work will apply to any employee normally represented by the Union.

14.03 Employees who have worked for the Employer three months or more will be retained in employment, provided they are qualified to perform the work available, before new employees are hired. This will not preclude the Employer from laying off employees due to lack of work or from discharging employees for cause.

ARTICLE 15 - SAFETY, SANITATION, SHELTER, COFFEE AND LUNCH BREAKS

15.01 Every Employer shall provide a proper and adequate place of shelter. Such place of shelter shall be sufficiently heated and securely locked in which the employees covered by this Agreement may eat their lunch and store their clothing. It is further agreed that the lunch room facilities shall be separated by a partition from the area from which the clothing is stored. It is clearly understood that the place of shelter shall not be used for any other purpose such as storage of tools, etc. The facilities referred to herein will be provided before production work commences on the job, and will be located as close as possible to the working area and on tunnel projects the location shall be within 100 feet from the shaft where reasonably possible. Sanitary toilets shall be provided in accordance with the *Construction Safety Act*.

15.02 Employees will be allowed one coffee break of ten minutes in each half of the working shift.

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

15.03 The Employer shall make safety helmets available to employees which shall be paid for by the employees at cost at the time they are supplied. On termination of employment, the employee will be credited with the amount paid, provided the helmet is returned in reasonable condition.

15.04 It is recognized that the job steward may bring to the attention of the foreman any unsafe conditions or violations of safety regulations.

15.05 The Employer shall make safety boots available to all employees at cost. The Employer shall provide free of cost to the employee rubber boots where the same are necessary.

15.06 The Employer shall, at its own expense, furnish to any workman injured in its employ, who is in need of it, immediate conveyance and transportation to hospital or a physician. The Employer shall reimburse employees for any damages to clothing or footwear incurred as a result of a compensatable accident.

15.07 The parties have agreed to the establishment of a safety committee to be composed of two members of the Union and two representatives from the industry. Safety meetings, not to exceed one per month, may be called by the representatives of either party on the safety committee.

15.08 Trucks which are used to carry men and materials at the same time will be provided with a wooden cabin to separate the men from the materials. The cabin will be properly insulated and heated when necessary and shall have at least one glass window and a sliding door.

15.09 Employees shall be entitled to be reimbursed by the Employer for loss of clothing due to fire on the Employer's premises up to a maximum of two hundred and fifty dollars (\$250.00). In all cases, an employee must provide a written and signed statement of the amount of such loss.

15.10 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.

ARTICLE 16 - HIGHER WAGES

16.01 Where an Employer becomes bound by the terms and conditions of this Agreement, no employee of that Employer receiving a higher rate of pay shall suffer a reduction of pay by reason of the execution of this Agreement.

ARTICLE 17 - PRE-JOB CONFERENCE

17.01 The Employer agrees to notify the Ontario Provincial District Council and the Local Union of any contracts awarded and expected to last more than three (3) weeks and shall in such notice describe the location and nature of the proposed work and probable date of commencement of such work, in order that a pre-job conference can be held, if necessary, before the start of the job.

17.02 It shall be the purpose of the pre-job conference to agree to such matters as employment requirements, mobility of, and the number of key men, experienced and capable Union members, probable duration of the job, and any other matters related to the job.

ARTICLE 18 - RIGHT TO TRAVEL FOR KEY MEN

18.01 For the purpose of this Agreement, the Employer's yard or base of operations is designated as the point of origin for employees covered by this Agreement.

18.02 All point of origin employees shall be and maintain membership in good standing in Labourers' International Union of North America.

18.03 Employees who are deemed by the Employer to be capable and experienced key men as agreed in 17.02 shall be allowed complete mobility of movement throughout the Province of Ontario, provided they carry a membership book in good standing or proof of same in the Labourers' International Union of North America.

18.04 Any additional personnel required shall be hired through the Local Union office in the area where the Employer is working at the time. The names of key men to be supplied to the Local Union.

18.05 If the Local Union is unable to supply the required personnel after twenty-four (24) hours notice, excluding holidays, Saturdays, Sundays, then the Employer may hire employees outside the Union office.

18.06 When the Employer requires employees to travel from a lower paid region into a higher paid region, the employees shall, in such circumstances receive the higher paid region's hourly rates of pay.

18.07 The Employer agrees to supply to the Union, on demand, a list containing the names and dates of the termination of each employee covered under the terms of this Agreement from time to time.

18.08 It is understood that a Union member may transfer his membership from one Local to another as specified in the Union's Constitution.

18.09 Working dues to be remitted to the Local Union where the work is being performed and benefits such as welfare, vacation pay, etc., to be submitted to the Local Union whereof the employee is a member.

ARTICLE 19 - PAYMENT OF WAGES

19.01 (a) Wages shall be paid weekly by cash or cheque on the job at the option of the Employer and shall be accompanied by a slip outlining all hours of work, the hourly rate, overtime hours, deductions for income tax, unemployment insurance, pension, etc., where applicable. In the event that wages are paid by cheque, pay day shall be no later than Thursday. It is further agreed that an employee's pay slip will show the number of hours worked in each week. Payment for correction of errors in wage payments shall be made by separate cheque.

After notification by the employee and/or Union to the Employer re delay of delivery of weekly pay cheque, the Employer will be given twenty-four (24) hours to produce the outstanding pay cheques. If pay cheque cannot be produced the Employer will issue a cash advance of \$250.00. The Employer will guarantee issuance of cheque by completion of workday Monday.

If Employer defaults the employee shall be paid waiting time at straight time rates not to exceed four (4) hours for each day the delinquency continues.

(b) In the case of layoff, all men will be notified the day before the layoff where practical, but in any event, shall receive one hour's notice in advance of the layoff.

(c) Whenever Unemployment Insurance Forms, vacation and statutory holiday pay credits and pay cheques are not given to employees at the time of termination, they shall be sent by the Employer affected to the employee by registered mail to his last known address within three (3) days of the time of termination.

(d) Payment for travel expenses and out-of-town allowances will be clearly identified on cheque slip and will be also identified as required for tax returns.

ARTICLE 20 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL
ACCIDENT

20.01 An employee injured in the performance of his duties will resume his regular work when medically fit to do so if work is available and he applies. The job of an injured worker shall be deemed available if upon his return any work within his classification on any project under this Agreement is being performed by an employee who, subsequent to the time of injury, was hired by the Employer, or transferred or otherwise assigned to perform any work within the said classification on any project covered by this Agreement. An employee who claims he has been denied employment contrary to this provision may have recourse to the Grievance and Arbitration Procedures as set out in Articles 7 and 8 of this Agreement.

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

ARTICLE 21 - GOVERNMENT LEGISLATION

21.01 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.

21.02 The Employment Standards Amendment Act, 1991

The Trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Council 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.

21.03 Any provincial or federal taxes required to be paid by the Employer on contributions under this Agreement are not included in the specified amounts set out herein.

The Employer shall pay Provincial Retail Sales Tax on contributions to the Members' Benefit Fund and remit such taxes to the said Fund together with the contributions on which such tax is paid.

ARTICLE 22 - JURISDICTIONAL CLAIMS

22.01 The Employer recognizes the jurisdictional claims of the Union, provided that when a work claim dispute arises between the Union, which is a party to this Agreement, and another Union, or organization which cannot be settled to the satisfaction of all parties concerned, such dispute shall immediately be processed as a complaint to the Ontario Labour Relations Board requesting an Order from the Board as outlined in Section 93 of the *Labour Relations Act* and in the meantime work will continue as assigned by the Employer until otherwise directed by the Ontario Labour Relations Board.

ARTICLE 23 - JOINT LABOUR-MANAGEMENT COMMITTEE

23.01 In consideration of the mutual benefits likely to be obtained by way of more harmonious relationships between the Association and the Council, a Joint Labour-Management Committee shall be established.

23.02 The Joint Committee shall be selected from named members 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 Relations Committee. The Committee shall select a Chairman and Secretary and minutes shall be kept of all meetings.

23.03 The above Committee shall meet twice yearly, or at any other time deemed necessary by either party to this Agreement.

23.04 This Committee shall handle matters pertaining to better relations between the Employer and the Union for the general betterment of the industry.

ARTICLE 24 - GENERAL

24.01 In no event shall the Employer be required to pay higher rates of wages, or be subject to more unfavourable working conditions than those established by the Union for any other Employer, engaged in power, energy and communications construction, maintenance and repair as covered in this Agreement throughout the Province of Ontario, except as agreed by mutual consent of both parties.

The Council and the member Local Unions of the Council shall not enter into any agreement, arrangement or understanding which includes wages or conditions which are inferior to those contained herein for work covered by this Agreement.

If the Council or a member Local Union of the Council enters into 'an agreement, arrangement or understanding in violation of the foregoing, this Agreement shall be amended such that the wages and conditions of such agreement, arrangement or understanding shall become the wages and conditions applicable to all work covered by such agreement, arrangement or understanding within the geographical area of the Council, or the member Local Union which is party to the agreement, arrangement or understanding.

24.02 Where a particular clause, article or provision contained within a Local Union Schedule and not within the Master Portion of this Agreement works a hardship in a specific geographic area within the jurisdiction of the Local Union, the Council in consultation and agreement with the Local Union may reach a Memorandum of Local Exemption or Amendment, in writing, with the Association, to exempt or amend the particular clause, article or provision of the Local Union Schedule for the geographic area within the jurisdiction of the Local Union specified in the Memorandum of Local Exemption or Amendment.

24.03 Effective January 1, 1994, each Employer bound by this Agreement or a like agreement, adopting in substance but not necessarily in form the terms and conditions herein, shall contribute sixteen (\$0.16) cents per hour worked by each employee covered by this Agreement or such like agreement and remit such contributions to the Utility Contractors' Association on forms provided by the Association to Employers, on or before the 15th day of the month following the month for which the contributions were due. Such amounts to cover the costs of negotiating and administering this Agreement.

24.04 Each Employer bound by this Agreement shall remit working dues to the Ontario Provincial District Council, together with the applicable pension contribution to the Pension Fund Office of the Pension Fund of Central and Eastern Canada. Refer to Appendix 'G' for details of total working dues applicable to District Council and each Local.

ARTICLE 25 - GENDER NEUTRALITY

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

ARTICLE 26 - EMPLOYMENT EQUITY

26.01 **The Association 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.**

ARTICLE 27 - DURATION



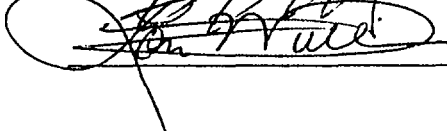
27.01 In the event that during the term of this Collective Agreement industry development or practice results in a requirement for classifications within the jurisdiction of the Union not provided for herein, the Employer and the Union shall meet within fifteen (15) days' notice of either upon the other and commence negotiations, the sole and restricted purpose of which shall be to establish such classifications and the wage rates applicable thereto; it is further agreed that unless the parties reach agreement on the aforesaid within fifteen (15) days of such meeting, the matter in dispute shall then be submitted and resolved in accordance with the grievance clauses set forth in this Agreement.

27.02 This Agreement shall become effective on the date hereof and shall remain in effect until the 30th day of April, 1998, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination of or proposed revision of this Agreement, not more than one hundred and twenty days and not less than sixty days before the 30th day of April, 1998, or in a like period in any year thereafter.

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

THE UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO INCORPORATED, on behalf of its member companies.

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

 GENERAL MGR.
 PRESIDENT
 1ST VICE PRESIDENT

- _____
- _____
- 183: _____
- 247: _____
- 491: _____
- 493: _____
- 527: _____
- 597: _____
- 607: _____
- 625: _____
- 837: _____
- 1036: _____
- 1059: _____
- 1081: _____
- 1089: _____

APPENDIX A

GEOGRAPHIC REGIONS

The following are the territorial jurisdictions of the affiliated Local Unions of the Council.

Local 183 - Toronto - Region No. 6
Board Area 8 and Simcoe County

Metropolitan Toronto, the Regional Municipality of York, the County of Peel, the Townships of Esquesing and Trafalgar, the Towns of Milton and Oakville in the County of Halton, the Township of Pickering in the County of Ontario and the County of Simcoe.

Local 247 - Kingston - Region No. 5

The Counties of Hastings, Prince Edward, Lennox and Addington, Frontenac, Leeds and Grenville.

Local 491 - Timmins - Region No. 5

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 this 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.

Local 493 - Sudbury - Region No. 5

The District of Sudbury, 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.

Local 527 - Ottawa - Region No. 7

The County of Carleton.

Local 527 - Ottawa - Region No. 5

The Counties of Dundas, Stormont, Glengarry, Prescott, Russell, Lanark and Renfrew.

Local 597 - Oshawa - Region No. 4

Territorial jurisdiction the Counties of Durham and Northumberland.

APPENDIX A

GEOGRAPHIC REGIONS

Local 597 - Oshawa - Region No. 5

The Counties of Peterborough, Victoria, Haliburton, the District of Muskoka,

Local 607 - Thunder Bay - Region No. 5

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.

Local 625 - Windsor - Region No. 1

The Counties of Essex and Kent.

Local 837 - Hamilton - Region No. 3

The Counties of Lincoln, Welland, Haldimand, Wentworth, and the Townships of Nelson and Nassagawaga in the County of Halton.

Local 1036 - Sault Ste. Marie - Region No. 5

The District of Algoma.

Local 1059 - London - Region No, 2

Territorial jurisdiction the Counties of Middlesex, Elgin, Oxford, Perth, Huron and Bruce.

Local 1081 - Cambridge - Region No. 2

The Counties of Wellington, Waterloo, Brant, Norfolk, Dufferin and Grey.

Local 1089 - Sarnia - Region No. 1

The County of Lambton

APPENDIX B**WAGE RATES AND CLASSIFICATIONS**

Local 183 - Toronto - Region 6

Board Area 8

Metropolitan Toronto, the Regional Municipality of York, the County of Peel, the Townships of Esquesing and Trafalgar, the Towns of Milton and Oakville in the County of Halton, the Township of Pickering in the County of Ontario.

	<u>Classification</u>	<u>May 1/95</u>	<u>May 1/96</u>	<u>Nov. 1/96</u>	<u>May 1/97</u> 240	<u>Nov. 1/97</u> 180
1.	Labourers (unskilled)	\$23.26	\$23.35	\$23.41	\$23.69	\$23.87
2.	Powderman Helper	\$23.31	\$23.40	\$23.46	\$23.74	\$23.92
3.	Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver;	\$23.36	\$23.45	\$23.51	\$23.79	\$23.97
4.	Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	\$23.41	\$23.50	\$23.56	\$23.84	\$24.02
5.	Labourers (skilled-Group 2) drillers (all types) ; wagon drills, etc.; powderman;	\$23.46	\$23.55	\$23.61	\$23.89	\$24.07
6.	Labourers (skilled-Group 3) carpenter; linemen; float driver; truck driver;	\$23.76	\$23.85	\$23.91	\$24.19	\$24.37
7.	Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of ten feet in length excluding shallow tree tunnels;	\$24.26	\$24.35	\$24.41	\$24.69	\$24.87
8.	Working Foreman;	\$24.11	\$24.20	\$24.26	\$24.54	\$24.72
9.	Watchperson (48 hours per week)	\$680.00	\$685.00	\$687.00	\$700.00	\$709.00
10	Flagman	\$15.39	\$15.48	\$15.54	\$15.82	\$16.00

NOTE: (1) The above rates include working dues.

(2) An employee working as a Labourer who is required to do casual watching or work as a flagman on a casual or intermittent basis will not have his rate reduced thereby.

APPENDIX BWAGE RATES AND CLASSIFICATIONS

Local 183

County of Simcoe

	<u>Classification</u>	<u>May 1/95</u>	<u>May 1/96</u>	<u>Nov.1/96</u>	<u>May 1/97</u>	<u>Nov. 1/97</u>
1.	Labourers (unskilled)	\$18.33	\$18.42	\$18.48	\$18.76	\$18.94
2.	Powderman Helper	\$18.38	\$18.47	\$18.53	\$18.81	\$18.99
3.	Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver	\$18.43	\$18.52	\$18.58	\$18.86	\$19.04
4.	Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	\$18.48	\$18.57	\$18.63	\$18.91	\$19.09
5.	Labourers (skilled-Group 2) drillers (all types); wagon drills, etc.; powderman; truck driver;	\$18.53	\$18.62	\$18.68	\$18.96	\$19.14
6.	Labourers (skilled-Group 3) carpenters; linemen; float driver;	\$18.83	\$18.92	\$18.98	\$19.26	\$19.44
7.	Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of ten feet in length excluding shallow tree tunnels;	\$19.33	\$19.42	\$19.48	\$19.76	\$19.94
8.	Working Foreman	\$19.18	\$19.27	\$19.33	\$19.61	\$19.79
9.	Watchman (48 hours per week)	\$680.00	\$685.00	\$687.00	\$700.00	\$709.00
10.	Flagman	\$15.39	\$15.48	\$15.54	\$15.82	\$16.00

NOTE: (1) The above rates include working dues.

(2) An employee working as a Labourer who is required to do casual watching or work as a flagman on a casual or intermittent basis will not have his rate reduced thereby.

APPENDIX BWAGE RATES AND CLASSIFICATIONS

Local 247 - Kingston - Region 5

The Counties of Hastings, Prince Edward, Lennox and Addington, Frontenac, Leeds, and Grenville.

	<u>Classification</u>	<u>June 20/95</u>	<u>May 1/96</u>	<u>May 1/97</u>
1.	Labourers (unskilled)	\$14.88	\$14.93	\$15.29
2.	Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver; powderman helper;	14.88	14.93	15.29
3.	Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	15.04	15.09	15.45
4.	Labourers (skilled-Group 2) drillers (all types); wagon drills, etc.; powderman; truck driver;	15.24	15.29	15.65
5.	Labourers (skilled-Group 3) carpenters; linemen; float driver;	15.14	15.19	15.55
6.	Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of 16' in length excluding shallow tree tunnels;	15.14	15.19	15.55
7.	Working Foreman;	\$1.00 per hour over highest rate being supervised.		

NOTE: The above rates include working dues.

APPENDIX BWAGE RATES AND CLASSIFICATIONS

Local 491 - Timmins - Region 5

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 this District of Algoma Borderline and north along the District of Algoma Line up to the 83rd Longitude to the Hudson Bay and all areas 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.

<u>Classification</u>	<u>May 1/95</u>
1. Labourers (unskilled)	\$15.28
2. Powderman Helper	15.33
3. Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver;	15.38
4. Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	15.43
5. Labourers (skilled-Group 2) drillers (all types); wagon drills, etc.; powderman; truck driver;	15.48
6. Labourers (skilled-Group 3) carpenters; linemen; float driver; hydraulic drillers;	15.78
7. Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of 16' in length excluding shallow tree tunnels;	15.78
8. Working Foreman;	16.13

NOTE: The above rates include working dues.

APPENDIX BWAGE RATES AND CLASSIFICATIONS

Local 493 - Sudbury - Region 5

The District of Sudbury, 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.

<u>Classification</u>	<u>May 1/95</u>
1. Labourers (unskilled)	\$ 15.28
2. Powderman Helper	15.33
3. Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver;	15.38
4. Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	15.43
5. Labourers (skilled-Group 2) drillers (all types); wagon drills, etc.; powderman; truck driver;	15.48
6. Labourers (skilled-Group 3) carpenters; linemen; hydraulic drillers; float driver;	15.78
7. Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of 16' in length excluding shallow tree tunnels;	15.78
8. Working Foreman;	16.13

NOTE: The above rates include working dues.

APPENDIX BWAGE RATES AND CLASSIFICATIONS

Local 527 - Ottawa - Regions 5 & 7

(a) The Regional Municipality of Ottawa-Carleton and the Counties of Dundas, Stormont, Glengarry, Prescott, Russell, Lanark and Renfrew.

(b) Bell Canada General Contract - expires December 31, 1996.

	<u>Classification</u>		<u>Jan.1/95</u>	<u>Jan.1/96</u>
1.	Labourers (unskilled)	(a)	\$14.65	\$15.48
		(b)	13.65	14.48
2.	Powderman Helper	(a)	16.65	17.48
		(b)	15.65	16.48
3.	Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver;	(a)	16.65	17.48
		(b)	15.65	16.48
4.	Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	(a)	16.65	17.48
		(b)	15.65	16.48
5.	Labourers (skilled-Group 2) drillers (all types); wagon drills, etc.; powderman; truck driver;	(a)	16.65	17.48
		(b)	15.65	16.48
6.	Labourers (skilled-Group 3) carpenters; linemen; float driver;	(a)	16.65	17.48
		(b)	15.65	16.48
7.	Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of 16' in length excluding shallow tree tunnels;	(a)	16.65	17.48
		(b)	15.65	16.48
8.	Working Foreman;	(a)	17.65	18.48
		(b)	16.65	17.48

NOTE: Unskilled workers will receive a \$0.50 increase every six (6) months until the skilled worker's rate is reached.

For Bell Canada - Buried Service Wire Contract (expiring Dec., 1993) the rate of pay shall be as follows:

	<u>Jan.1/95</u>	<u>Jan.1/96</u>
Buried Wire Work - Residential Housing	\$10.15	\$10.98

NOTE: The hourly rates shown have been reduced by the amount of the contributions shown for L.I.U.N.A. Administration in Appendix K of this Agreement, and each employee covered by this schedule has agreed to the reduction.

APPENDIX BWAGE RATES AND CLASSIFICATIONS

Local 597 - Oshawa - Region 4

- (a) Region of Durham Board Area 9 Northumberland County, Lake Ontario to 15 miles north of Highway 401 in Board Area 10 and 12.

Local 597 - Oshawa - Region 5

- (b) All other areas in the Local 597 territorial jurisdiction.
 (c) Huntsville General Contract

<u>Classification</u>		<u>May 1/95</u>
1. Labourers (unskilled)	(a)	\$20.61
	(b)	14.79
	(c)	14.28
2. Powderman Helper	(a)	20.66
	(b)	14.84
	(c)	14.33
3. Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver;	(a)	20.71
	(b)	14.89
	(c)	14.38
4. Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	(a)	20.76
	(b)	14.94
	(c)	14.43
5. Labourers (skilled-Group 2) drillers (all types); wagon drills, etc.; powderman; truck driver;	(a)	20.81
	(b)	14.99
	(c)	14.48
6. Labourers (skilled-Group 3) carpenters; linemen; float driver	(a)	21.11
	(b)	15.29
	(c)	14.78
7. Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of 16' in length excluding shallow tree tunnels;	(a)	21.11
	(b)	15.29
	(c)	14.78
8. Working Foreman;	(a)	21.46
	(b)	15.64
	(c)	15.13

NOTE: (1) The above rates include working dues.

(2) Fibre-optic work - same rates as Group (c) of the Local 183 Schedule.

APPENDIX BWAGE RATES AND CLASSIFICATIONS

Local 607 - Thunder Bay - Region 5

Districts of Kenora, Kenora-Patricia, Rainy River, District of Thunder Bay, and that part of the District of Cochrane which lies north of the 49th Parallel of latitude, save and except that portion which falls within Ontario Labour Relations Board Area 19.

<u>Classification</u>	<u>May 1/95</u>
1. Labourers (unskilled)	\$17.43
2. Powderman Helper	17.48
3. Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver;	17.53
4. Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	17.58
5. Labourers (skilled-Group 2) truck driver;	17.63
6. Labourers (skilled-Group 3) carpenters; linemen; float driver;	17.93
7. Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of 16' in length excluding shallow tree tunnels;	17.93
8. Drillers (all types); wagon drills, hydraulic etc.,;	21.40
9. Powderman;	21.70
10. Working Foreman;	\$1.50 per hour over highest rate he/she is supervising.

NOTE: The above rates include working dues.

Sub-Contracting

- (1) All drilling and blasting work shall be sub-contracted to Employers having agreements covering the work with Local 607.
- (2) All clearing operations for the geographic jurisdiction of Local 607 on all cross-country utility work will be sub-contracted to employers having agreements covering the work with Local 607.

APPENDIX BWAGE RATES AND CLASSIFICATIONS

Local 625 - Windsor - Region 1

(a) The County of Essex

<u>Classification</u>	<u>May 1/95</u>
1. Labourers (unskilled)	\$18.12
2. Powderman Helper	18.10
3. Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver;	18.22
4. Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	18.27
5. Labourers (skilled-Group 2) drillers (all types); wagon drills, etc.; powderman; truck driver;	18.32
6. Labourers (skilled-Group 3) carpenters; linemen; float driver;	18.62
7. Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of 16' in length excluding shallow tree tunnels;	18.62
8. Working Foreman;	18.97

NOTE: The above rates include working dues.

APPENDIX BWAGE RATES AND CLASSIFICATIONS

Local 625 - Windsor - Region 1

(b) The County of Kent.

<u>Classification</u>	<u>May 1/95</u>
1. Labourers (unskilled)	\$16.18
2. Powderman Helper	16.23
3. Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver;	16.28
4. Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	16.33
5. Labourers (skilled-Group 2) drillers (all types); wagon drills, etc.; powderman; truck driver;	16.38
6. Labourers (skilled-Group 3) carpenters; linemen; float driver;	16.68
7. Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of 16' in length excluding shallow tree tunnels;	16.68
8. Working foreman;	17.03

NOTE: The above rates include working dues.

APPENDIX B**WAGE RATES AND CLASSIFICATIONS**

Local 1036 - Sault Ste. Marie - Region 5

The District of Algoma

<u>Classification</u>	<u>May 1/95</u>
1. Labourers (unskilled)	\$16.03
2. Powderman Helper	16.08
3. Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver;	16.13
4. Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	16.18
5. Labourers (skilled-Group 2) drillers (all types); wagon drills, etc.; powderman; truck driver;	16.23
6. Labourers (skilled-Group 3) carpenters; linemen; float driver;	16.53
7. Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of 16' in length excluding shallow tree tunnels;	16.53
8. Working Foreman;	16.88

NOTE: The above rates include working dues.

APPENDIX B**WAGE RATES AND CLASSIFICATIONS**

Local 1059 - London - Region 2

(a) City of London

(b) Counties of Huron, Bruce, Perth, Middlesex, Oxford and Elgin

<u>Classification</u>		<u>Sept. 1/93</u>	<u>Apr. 1/97</u>
1.	Labourers (unskilled)	(a) \$17.60	\$17.97
		(b) 16.65	17.02
2.	Powderman Helper	(a) 17.64	18.01
		(b) 16.70	17.07
3.	Labourers (semi-skilled)	(a) 17.69	18.06
	form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver;	(b) 16.75	17.12
4.	Labourers (skilled-Group 1)	(a) 17.74	18.11
	pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	(b) 16.80	17.17
5.	Labourers (skilled-Group 2)	(a) 17.79	18.16
	drillers (all types); wagon drills, etc.; powderman; truck driver;	(b) 16.85	17.22
6.	Labourers (skilled-Group 3)	(a) 18.09	18.46
	carpenters; linemen; float driver;	(b) 17.15	17.52
7.	Labourers (skilled-Group 4)	(a) 18.09	18.46
	tunnel workers; where tunnel is in excess of 16' in length excluding shallow tree tunnels;	(b) 17.15	17.52
8.	Working foreman; (general contracts special region 2 only	(a) 18.29	18.66
		(b) 18.35	18.72
9.	Working foreman;	(a) 18.44	18.81
		(b) 17.50	17.87

NOTE: The above rates include working dues.

NOTE: On projects outside of the City of London which only Bell Telephone cable and Rogers cable installation is performed, \$15.00 per hour shall be the applicable hourly rate for all work. This rate excludes manhole, conduit, fibre optic, Ontario Hydro and television cable construction.

APPENDIX B**WAGE RATES AND CLASSIFICATIONS**

Local 1081 - Cambridge - Region 2

- (a) Counties of Waterloo, Brant and Norfolk (Bell General).
- (b) Counties of Wellington, Dufferin and Grey (Provincial/Rogers/Hydro/Repair). Specifics as long as a contractor not bound by this Agreement is tending on the work.

<u>Classification</u>		<u>May 1/95</u>	<u>May 1/96</u>
1. Labourers (unskilled)	(a)	\$18.77	\$19.09
	(b)	16.25	16.65
2. Powderman Helper	(a)	18.82	19.14
	(b)	16.30	16.70
3. Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver;	(a)	18.87	19.19
	(b)	16.35	16.75
4. Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	(a)	18.92	19.24
	(b)	16.40	16.80
5. Labourers (skilled-Group 2) drillers (all types); wagon drills, etc.; powderman; truck driver;	(a)	18.97	19.29
	(b)	16.45	16.85
6. Labourers (skilled-Group 3) carpenters; linemen; float driver;	(a)	19.27	19.59
	(b)	16.75	17.15
7. Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of 16' in length excluding shallow tree tunnels;	(a)	19.27	19.59
	(b)	16.75	17.15
8. Working Foreman (Other)		19.04	19.36

NOTE: The above rates include working dues.

APPENDIX B**WAGE RATES AND CLASSIFICATIONS**

Local 1089 - Sarnia - Region 1

The County of Lambton

<u>Classification</u>	<u>May 1/95</u>
1. Labourers (unskilled)	\$18.37
2. Powderman Helper	18.42
3. Labourers (semi-skilled) form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver;	18.47
4. Labourers (skilled-Group 1) pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers;	18.52
5. Labourers (skilled-Group 2) drillers (all types); wagon drills, etc.; powderman; truck driver;	18.57
6. Labourers (skilled-Group 3) carpenters; linemen; float driver;	18.62
7. Labourers (skilled-Group 4) tunnel workers; where tunnel is in excess of 16' in length excluding shallow tree tunnels;	18.62
8. Working Foreman;	19.22

NOTE: The above rates include working dues.

APPENDIX C

HOURS OF WORK

REGION NO.'s 1, 2, 3 and 4

The regular hours work shall be forty-eight (48) hours per week, Monday to Friday inclusive, between the hours of 7:00 a.m. to 6:00 p.m. daily, All time worked after forty-eight (48) hours per week or after ten (10) hours per day, or before 7:00 a.m. and after 6:00 p.m. shall be deemed overtime work or shift work and shall be paid at time and one-half the regular day shift rate, **save** and except shift work.

The hours of work for the Counties of Wellington, Waterloo, Brant and Norfolk, nine (9) hours per day; time and one-half after nine (9) hours per day or forty-five (45) hours per week.

REGION NO.'s 5 and 7

The regular hours of work shall be fifty (50) hours per week, Monday to Friday inclusive, between the hours of 7:00 a.m. to 6:00 p.m. daily. All time worked after fifty (50) hours per week or after ten (10) hours per day, or before 7:00 a.m. and after 6:00 p.m. shall be deemed overtime work or shift work and shall be paid at time and one-half the regular day shift rate, save and except shift work. Ottawa jurisdiction only, forty-five (45) hours per week.

REGION NO. 6

Board Area 8

The regular hours of work shall be nine (9) hours per day, Monday to Friday inclusive. All time worked after nine (9) hours per day or after 6:00 p.m. any day, or after forty-five (45) hours per week, shall be deemed overtime work or shift work and shall be paid at time and one-half the regular day shift rate, save and except shift work.

Simcoe County

The regular hours of work shall be ten (10) hours per day, Monday to Friday inclusive. All time worked after ten (10) hours per day or after 6:00 p.m. any day, or after fifty (50) hours per week, shall be deemed overtime work or shift work and shall be paid at time and one-half the regular day shift rate, save and except shift work. All shift work shall be paid at one and one-eighth times the regular day shift rate.

HOURS OF WORK

GENERAL FOR ALL REGIONS

Truck drivers will be paid at straight time rates while travelling from the yard or assembly point to and from the job.

All shift work shall be paid at one and one-eighth times the regular day shift rate,

A minimum of four (4) hours will be paid to employees called out for emergency or trouble jobs. Emergency and trouble jobs shall be paid for at one and one-half the regular day shift rates for work after 6:00 p.m, daily. All hours worked on Saturday shall be paid at the rate of time and one-half the regular day shift rate and all hours worked on Sunday and statutory holidays will be paid at double the regular day shift rate.

APPENDIX E

WELFARE CONTRIBUTIONS

GENERAL

Each company shall make contributions to the applicable Employee Benefit Plan as shown on the following schedule on behalf of the locals shown on a per hour basis for each hour worked. Such contributions shall be paid on or before the fifteenth (15th) day of the month following the month in which such hours were worked and shall be accompanied by a remittance report form for such employees as 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. Such contributions shall be made payable by cheque to the applicable fund.

It is understood and agreed that the following welfare funds shall be jointly trusted by an equal number of Union and Employer representatives save and except Local 837 Welfare Benefit Trusts.

- | | | |
|----|-------------------------------------|---|
| 1. | Local 183 | Local 183 Benefit Plan Administrators Limited |
| 2. | Locals 247, 597
607, 1059 & 1081 | Labourers' Multi-Local Welfare Trust Fund of Ontario
(Kingston, Oshawa, Thunder Bay, London & Cambridge) |
| 3. | Local 491 | Labourers' Local 491 Welfare Trust Fund (Timmins) |
| 4. | Local 493 | Labourers' Local 493 Welfare Trust Fund (Sudbury) |
| 5. | Local 527 | L.I.U.N.A. Local 527 Benefit Trust Fund (Ottawa) |
| 6. | Local 625 | L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust
(Windsor) |
| 7. | Local 837 | Labourers' Local 837 Health and Welfare Fund (Hamilton) |
| 8. | Local 1036 | Labourers' Local 1036 Employee Benefit Trust Fund
(Sault Ste. Marie) |
| 9. | Local 1089 | Labourers' Local 1089 (Sarnia) Benefit Trust Fund |

The purpose of these Funds is to provide weekly indemnity life insurance, dental plan, or similar benefits for the employees covered by this Agreement.

APPENDIX E
WELFARE CONTRIBUTIONS

LOCAL		FUND		JAN.1/95	MAY 1/95	JUNE 1/95	NOV.1/95	JAN.1/96	MAY 1/96	NOV.1/96	MAY 1/97	NOV.1/97
183	Toronto	1	(a)	\$1.00	\$1.00	\$1.00	\$1.10	\$1.10	\$1.10	\$1.20	\$1.20	\$1.30
183	Simcoe County	1	(b)	\$1.00	\$1.00	\$1.00	\$1.10	\$1.10	\$1.10	\$1.20	\$1.20	\$1.30
247	Kingston	2		\$0.80	Eff. June 20/95		\$0.85	\$0.85	\$0.90	\$0.90	\$0.90	\$0.90
491	Timmins	3		\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30
493	Sudbury	4		\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60
527	Ottawa	5		\$0.85	\$0.85	\$0.85	\$0.85	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
597	Oshawa	2	(a)	\$1.15	\$1.15	\$1.25	\$1.25	\$1.25	\$1.35	\$1.35	\$1.45	\$1.45
		2	(b)	\$1.10	\$1.10	\$1.20	\$1.20	\$1.20	\$1.30	\$1.30	\$1.40	\$1.40
		2	(c)	\$1.00	\$1.00	\$1.10	\$1.10	\$1.10	\$1.20	\$1.20	\$1.30	\$1.30
607	Thunder Bay	2		\$0.86	\$0.86	\$0.86	\$0.86	\$0.86	\$0.86	\$0.86	\$1.29	\$1.29
625	Windsor	6		\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.85	\$0.85	\$0.90	\$0.90
837	Hamilton	7		\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80
1036	Sault Ste. Marie	8		\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30
1059	London	2		\$1.00	Eff. April 1/96		\$1.20	Eff. April 1/97		\$1.40		
1081	Cambridge	2		\$0.85	\$1.05	\$1.05	\$1.05	\$1.05	\$1.15	\$1.15	\$1.15	\$1.15
1089	Sarnia	9		\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

Applicable Fund

1. Local 183 Benefit Plan Administrators Limited, 1263 Wilson Avenue, Suite 205, North York, Ontario M3M 3G2 [Tel: (416) 240-7480].
2. Labourers' Multi-Local Welfare Trust Fund of Ontario, **Global Benefit Plan Consultants Inc., 2300 Yonge St., 27th Floor, P.O. Box 2467, Toronto, Ontario M4P 1E4** [Tel: (416) 483-4500].
3. Labourers' Local 491 Welfare Trust Fund, Employee Benefit Plan Services Limited, 300 John Street, Suite 600, Thornhill, Ontario L3T 5W4 [Tel: (416) 731-9388].
4. Labourers' Local 493 Welfare Trust Fund, J. J. McAteer & Associates, 'Employee Benefit Plan Services Limited, 300 John Street, Suite 600, Thornhill, Ontario L3T 5W4 [Tel: (416) 731-9388].
5. L.I.U.N.A. Local 527 Benefit Trust Fund, 1194 Evans Avenue, Ottawa, Ontario K1H 78 [Tel: (613) 521-6565].
6. L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust, The Bank of Nova Scotia, 1 St. Clair Avenue East, Toronto, Ontario M4T 1Z3 [Tel: (416) 922-61061].
7. Labourers' Local 837 Health and Welfare Fund, 44 Hughson St. South, Hamilton, Ontario L8N 2A7 [Tel: (416) 529-1116].
8. Labourers' Local 1036 Employee Benefit Trust Fund, Canadian Imperial Bank of Commerce, P.O. Box 160, 530 Queen St. East, Sault Ste. Marie, Ontario P6A 5L7 [Tel: (705) 256-7429].
9. Labourers' Local 1089 (Sarnia) Benefit Trust Fund, 1255 Confederation Street, Sarnia, Ontario N7S 4M7 [Tel: (519) 332-10891].

Remittance forms are to be provided and supplied to Employers by the various Funds at no cost.

APPENDIX H

VACATION WITH PAY AND STATUTORY HOLIDAY PAY

Local

183	Toronto	10%
247	Kingston	9%
491	Timmins	9%
493	Sudbury	9%
5 2 7	Ottawa	8%
597	Oshawa	10%
607	Thunder Bay	10%
625	Windsor - Essex	9%
625	Windsor - Kent	8%
837	Hamilton	10%
1036	Sault.Ste. Marie	10%
1059	London	8%
1081	Cambridge	10%
1089	Sarnia	10%

Vacation and statutory holiday credits shall be paid to employees covered by this Collective Agreement at the rates shown above of the gross wages earned. It is understood and agreed that four percent (4%) of the rates shown (i.e. four percent (4%) of the gross wages) is to be considered in lieu of statutory holiday pay for eight percent (8%) totals shown and five percent (5%) for all others.

Vacation with Pay and Statutory Holiday Pay Trust Fund - Region No. 6

Vacation and statutory holiday pay credits shall be paid to employees covered by this Collective Agreement at the rate of ten percent (10%) of the gross wages earned.

It is understood and agreed that five percent (5%) of the gross wages is to be considered in lieu of statutory holiday pay. Payments hereunder to employees in Labourers' classifications shall be made in accordance with the following.

Vacation and statutory holiday pay as aforesaid for employees in Labourers' classifications shall be paid into a Vacation with pay Trust Fund which will be jointly administered by an equal number of Employers and Union Trustees. It is understood that the surplus of said Trust Fund will be:

- (a) **firstly applied against the administration costs of the Fund;**
- (b) **secondly applied towards creating a reasonable reserve to be established by the Trustees based on past efficiencies; and**
- (c) **thirdly paid to the Association and the Union on an equal basis annually and pro-rated on the basis of contributions into the Fund made by all utility contractors covered by this Collective Agreement.**

APPENDIX H

VACATION WITH PAY AND STATUTORY HOLIDAY PAY

Payments into the fund shall be made by the 15th day of the month following the month for which payment is due.

Vacation with Pay and Statutory Holiday Pay - All Other Regions

Vacation with pay for Local Unions without a Vacation with Pay Trust Fund to be paid within two weeks from June 1st and November 1st of each calendar year and on termination of employment.

Vacation with pay and statutory holiday pay for Local 247 - Kingston, Local 607 - Thunder Bay, Local **625 - Windsor**, Local 1059 - London and Local 1081 - Cambridge TO BE PAID WEEKLY.

Vacation with Pay and Statutory Holiday Pay - Local 527

Vacation pay and statutory holiday pay for Local 527 will be remitted monthly, together with Local 527's benefit contributions to the Local 527 Benefit Trust Fund no later than the 15th day of the month following the month they were earned.

APPENDIX J

CONDITIONS APPLICABLE TO REGION NO. 6

Permanent Yard

The Employer will make every reasonable effort to direct employees to the yard closest to their residence.

6. **Map Books Metropolitan Toronto**

'Any truck driver working in Metropolitan Toronto and vicinity who requests a map book shall be supplied one by the Employer which will remain with the truck.

7. **Breach of Collective Agreement by Employer**

In the event that the Employer repeatedly fails or refuses to pay any wages to or employee benefit contributions on behalf of any of his employees in the amount(s) and within the time(s) required by this Collective Agreement, the employees may refuse to work and shall have the right to picket at any of the projects where the Employer is engaged and the Employer **agrees** that such refusal to work or such picketing shall not constitute an unlawful picketing, as the case may be, within the provisions of the *Ontario Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct.

8. **Ergonomics Training**

(a) As a condition of employment, newly hired employees shall be required to attend and complete the ergonomics training course offered by the Labourers' Local 183 Members Training Fund within thirty (30) days of hiring.

(b) On site supervisory personnel of any Employer shall be required to attend and complete the ergonomics training course offered by the Labourers' Local 183 Members Training Fund.

(c) Union Stewards shall be required to attend and complete the ergonomics training course offered by the Labourers' Local 183 Members Training Fund.

(d) The Union shall ensure that in issuing a referral slip under Article 3, the employee has taken the ergonomics training course or that arrangements have been made to comply with (a) hereof.

(e) All of the above training shall not be performed on the Employer's time.

APPENDIX J

CONDITIONS APPLICABLE TO REGION NO. 6

12. Amendment Provisions of Trust Agreements

The Labourers' International Union of North America, Local 183 and the Association agree to amend the following sections of the following trust funds:

(a) Section 8.01 of the Agreement and Declaration of Trust made as of October 1, 1980, as amended, establishing the Local 183 Members' Benefit Fund.

(b) Section 8.01 of the Agreement and Declaration of Trust made as of the 1st day of May, 1977 establishing the Labourers' Local 183 Members' **Training** and Rehabilitation Fund, as amended.

(c) Local Union 183 Civil Engineering Vacation with Pay Trust Fund (the "Fund"), that Section 4.03(h) of the Agreement and Declaration of Trust made as of the 1st day of July, 1976, as amended, establishing the said Fund.

To provide that with respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty percent (60%) of the Party Associations provided that if the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Party Associations, any Association which claims it will suffer hardship as a result of such amendment may refer with fifteen (15) days the issue to an arbitrator appointed by mutual agreement, in which case the arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate its claim. If the parties cannot agree upon an arbitrator, the Office of Arbitration will be asked to appoint an arbitrator for them within fifteen (15) days hereafter.

13. Seniors Fund

The Employer agrees to contribute five cents (\$0.05) to the Local 183 Seniors Fund effective November 1, 1995 and increase to ten cents (\$0.10) effective May 1, 1996.

APPENDIX K

TRAINING AND OTHER FUNDS

The Employers agree to continue to pay for each hour worked as per the following schedule to the following funds. All effective September, 1992 except as shown.

<u>Local</u>			<u>Rate per Hours worked</u>	<u>Name of Fund</u>
183	Toronto		\$0.07	Local 183 Prepaid Legal Fund
		Eff. Nov. 1/96	\$0.10	
			\$0.20	Training - Board Area 8
		Eff. Nov. 1/96	\$0.25	
			\$0.12	Training - County of Simcoe
		Eff. Nov. 1/96	\$0.17	
			\$0.05	Tri-Fund
		Eff. Nov. 1/95	\$0.05	Seniors Fund
		Eff. May 1/96	\$0.10	
247	Kingston		\$0.10	Kingston Local 247 Training Fund
491	Timmins		\$0.15	L.I.U.N.A. Participating Locals Training and Rehabilitation Fund
			\$0.05	Tri-Fund
493	Sudbury		\$0.15	L.I.U.N.A. Participating Locals Training and Rehabilitation Fund
			\$0.05	Tri-Fund
527	Ottawa		\$0.15	Local 527 Prepaid Legal Fund
		Eff. Jan.1/95	\$0.53	Local 527 Administration Fund
		Eff. Jan.1/96	\$0.58	
			\$0.15	Labourers-Employers Cooperation and Education Trust (LECET)
597	Oshawa		\$0.05	Oshawa Local 597 Training Fund
607	Thunder Bay		\$0.15	L.I.U.N.A. Local 607 Training and Rehabilitation Fund, 516 South High St., Thunder Bay, Ontario P7B 3M3
		Eff. May 1/97	\$0.20	
625	Windsor		\$0.05	L.I.U.N.A. Local 625 Training Fund
		Eff. May 1/97	\$0.05	Tri-Fund
837	Hamilton		\$0.52	L.I.U.N.A. Local 837 Training and Building Fund
			\$0.05	Tri-Fund
			\$0.05	Occupational Health Fund
1036	Sault Ste. Marie		\$0.20	L.I.U.N.A. Local 1036 Training Fund
1059	London		\$0.10	L.I.U.N.A. Local 1059 Training Fund
1081	Cambridge		\$0.10	Participating Locals Training and Rehabilitation Fund
			\$0.05	Tri-Fund
1089	Sarnia		\$0.10	Sarnia Training Fund
			\$0.05	Tri-Fund

Remittance forms are to be supplied by the Union or Funds at no cost. Payments into the Funds shall be made by the fifteenth (15th) day of the month following the month for which payment is due.

Local 527 Administration Fund includes \$0.05 for the Ontario Provincial District Council, to be remitted together with the pension contribution to the Labourers' Pension Fund.

Local 527 Administration Fund and Prepaid Legal Fund to be remitted to Local 527 Benefit Plan.

TRUST FUNDS

1. Labourers' A.G.C. Education and Training Fund
2. Labourers' National Health and Safety Trust Fund
3. Labourers' Employers Co-Operation and Education Trust Fund
4. Seniors Fund as a sub-fund of the Local 183 Welfare Trust Fund