

# MASTER PROVINCIAL AGREEMENT



BETWEEN

**THE UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO**

(hereinafter referred to as the "Association")

**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 "Employer")

OF THE FIRST PART

- AND -

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

(hereinafter referred to as the "Union")

**and its affiliated Local Unions, 183, 247, 493, 527, 607,  
625, 837, 1036, 1059, 1081 and 1089**

(hereinafter referred to as the "Local Union")

OF THE SECOND PART



Effective May 1, 2013 to April 30, 2016

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# MASTER PROVINCIAL AGREEMENT

THIS AGREEMENT shall become effective the 1st day of May 2013.

## B E T W E E N :

### THE UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO

(hereinafter referred to as the "Association")

**on behalf of those employers of employees engaged in power, energy and communication construction, maintenance and similar work throughout the Province of Ontario who have appointed or who may appoint the Association as agent for collective bargaining, those employers on whose behalf the Association is accredited as collective bargaining agent, and such other employers of employees who may execute an acceptance of this Agreement**

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

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

(hereinafter called the "Union")

**and its affiliated Local Unions, 183, 247, 493, 527,  
607, 625, 837, 1036, 1059, 1081 and 1089**

(hereinafter called the "Local Union")

OF THE SECOND PART

## **ARTICLE 1 - GENERAL PURPOSE**

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between employers 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 recognizes the Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions 183, 247, 493, 527, 607, 625, 837, 1036, 1059, 1081 and 1089, who are parties to this Agreement, as the sole and exclusive bargaining agent for all employees covered by this Agreement in the Province of Ontario, save and except non-working foremen and persons above the rank of non-working foremen.

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

**.01** 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

**.02** 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 any individual /employer for any work covered by this Agreement.

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 electricity, trucks, including pickups 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; vacuum excavation 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 materials 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, streets, etc. and/or restoration of lawns and landscaping; clearing and site preparation as described herein: cutting or jack hammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools, digging of trenches, ditches and manholes and the leveling, 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 there-

with; 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 hook-up of all cables, the installation of all temporary power in all construction environments, the installation and adjustments or removal of traffic barriers and all traffic control, 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, the operation of skid steer loaders and mini-excavators or similar equipment, all robotic, remote controlled and similar equipment, including but not limited to Brokk-type machinery.

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:

**.01** 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;

**.02** 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 discriminatorily demoted without reasonable cause shall be subject to the provi-

sions of the Grievance Procedure;

**.03** to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees; and

**.04** it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement or in a manner which is arbitrary, discriminatory or in bad faith.

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

### **4.01 Union Membership**

**.01** 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 clearance slip from the Union prior to commencing work.

**.02** The Employer shall hire all of its employees covered by this Agreement through the Union and shall call the Union office by two o'clock in the afternoon (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.

**.03** Recall - Applicable to all Local Unions. The Employer shall have the right to recall those members in good standing who are out of work that were employed by the Employer within the Local's jurisdiction during the last twelve (12) 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.

#### 4.02 **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. The Union may direct the Employer to change the amount of dues upon thirty (30) days written notice. The 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 (2) successive steps and, if so, the Employer may deduct the initiation fees in this manner, upon notification from the Union.

#### 4.03 **Working Dues**

**.01** The Employer agrees to deduct from each employee covered by the terms of this Agreement, working dues at the rate provided for in the Local Union Appendix which shall be remitted to the Secretary-Treasurer of the applicable Local Union in whose area the work is being performed, no later than the fifteenth (15th) day of the month following the month in which such deductions were made.

**.02** Ontario Provincial District Council (OPDC) working dues consisting of thirty-seven cents (\$0.37) per hour effective May 1, 2013, forty (\$0.40) effective May 1, 2014 and May 1, 2015 shall be deducted and remitted by the Employer directly to the Labourers' Pension Fund of Central and Eastern Canada, along with the Pension Fund contributions.

**.03** The amounts of the Ontario Provincial District Council working dues deductions, as well as the recipient of said deductions, may only be altered by the Secretary-Treasurer of the Ontario Provincial District

Council on forty-five (45) days notice, in writing, to the Association. In the event of conflict between this provision and any other article or section of this Agreement, including the appendices and local union schedules, this provision shall prevail.

**.04** 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.

**.05** 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.

4.04 Within ten (10) working days after deduction of Union dues and/or initiation fees, the Employer will forward the amount deducted to a designated officer of the appropriated Local Union on behalf of its members, together with a list of the employees from whom deductions were made, together with their social security numbers.

4.05 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.

4.06 The 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.

#### 4.07 **Sub-Contracting**

The Employer agrees to employ only subcontractors who are in contractual relations with the Union.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 6 - UNION REPRESENTATION**

6.01 The Employer recognizes the right of the Union to select or otherwise appoint a reasonable number of stewards and health and safety representatives to assist employees in presenting any complaints and/or grievances they may have to representatives of management. The Union shall be required to notify, in writing, the Employer's representative responsible for employee administration of the names and number of stewards and health and safety representatives assigned to the Employer. It is also understood that the Union and the Employer shall discuss any changes initiated by the Union or the Employer prior to such changes being agreed upon and implemented.

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 of the Agreement or 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 a layoff, one (1) 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 steward will not be excluded from over-time work provided the steward is able to do the work required and shall be one (1) of the last three (3) men retained by the Employer provided the steward is capable of performing the available work remaining. The Steward will be one of the first hired or recalled from layoff.

## **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:

**.01** 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 endeavor to settle the grievance.

**.02** 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 (2) members of the Union and two (2) 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.

**.03** 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 (1) person appointed by the Association, one (1) person appointed by the Union and one (1) person to act as Chairman, chosen by the other two (2) 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.

8.07 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.

.01 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.

.02 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;

.03 If advantage of the provisions of Articles 7 and 8 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 reopened.

#### 8.08 **Management Grievances**

It is understood that the Association, on its own behalf or on behalf of any of Employer, 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 Article 7.02 of the grievance procedure set out above.

#### 8.09 Union Grievances

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 Article 7.02 above.

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

## **ARTICLE 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 and other conditions of employment.

9.02 The amount of the employees' total compensation package to be designated as wages and/or Employer contributions may be varied from

time to time. The Employer shall make adjustments in accordance with written instructions received from the Union; provided the Union agrees that, wherever possible, such changes will coincide with the dates of other wage and/or Employer contributions rate changes and that the Employer shall be given a minimum of sixty (60) days notice of any change.

### 9.03 **Hours of Work and Overtime**

**.01** That portion of Local 183 within Board Area 8 and Local 527.

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 six o'clock in the afternoon (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 (1 1/2x) the regular day shift rate, save and except shift work.

**.02** That portion of Local 183 within Board Areas 9, 10 and that portion of 12 west of the Trent-Severn Waterway and Locals 625, 837, 1059, 1081 and 1089.

The regular hours work shall be forty-eight (48) hours per week, Monday to Friday inclusive, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time worked after forty-eight (48) hours per week or after ten (10) hours per day, or before seven o'clock in the forenoon (7:00 a.m.) and six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime work or shift work and shall be paid at time and one-half (1 1/2) the regular shift rate, save and except shift work.

**.03** That portion of Local 183 within Board Areas 11 and 18 Locals 247, 493, 607, and 1036.

The regular hours work shall be fifty (50) hours per week, Monday to Friday inclusive, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time

worked after fifty (50) hours per week or after ten (10) hours per day, or before seven o'clock in the forenoon (7:00 a.m.) and six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime work or shift work and shall be paid at time and one-half (1 1/2 x) the regular shift rate, save and except shift work.

**.04** General for all Locals

- 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 (1-1/8x) 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 (1 1/2) the regular day shift rates for work after six o'clock in the afternoon (6:00 p.m.) daily. All hours worked on Saturday shall be paid at the rate of time and one-half (1 1/2) the regular day shift rate and all hours worked on Sunday and statutory holidays will be paid at double (2x) the regular day shift rate.
- The Union and the Association will enter into a Letter of Understanding to set up a committee to address the matter of a ratio of entry level workers (trainees) to regular employees.

## **ARTICLE 10 - STATUTORY HOLIDAYS**

10.01 All work performed on Sundays, New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and other statutory holiday legally declared by the Federal or Provincial Government shall be paid for at the rate of double (2x) time.

## **ARTICLE 11 - VACATION WITH PAY AND STATUTORY HOLIDAY PAY**

11.01 Vacation and statutory holiday credits shall be paid to employees covered by this Agreement at the rates of the gross wages earned as shown in the attached Local Union Appendices.

11.02 It is understood and agreed that the portion of these credits determined to be Statutory Holiday credits are shown in the attached Local Union Appendices.

## **ARTICLE 12 - REPORTING ALLOWANCE**

12.01 The Employer shall pay one (1) hours 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) hours pay. Employees shall remain for one (1) 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 fifty-five cents (\$0.55) per kilometre if he is required to use his own automobile.

12.04 Employees "on-call" - There will be no standby pay for any Bell-related work. Except as provided for in Appendix 4 Local 527 Ottawa, there will be a lump-sum payment for standby equivalent to one hour's pay per day for each day an employee is "on-call" and is not required to perform work of any duration. Should an employee who is "on-call" receive a call from the Employer to go to work, and is not available to take the call or to

go to work, no standby pay shall be required.

## **ARTICLE 13 - PROTECTIVE CLOTHING**

13.01 The Employer shall provide employees with such protective and wet weather clothing, including rain suits, rubber boots (where necessary and lined where weather conditions dictate) safety reflective vests, safety glasses, hearing protection (specialized in nature as circumstances warrant) and gloves other than normal gloves, as may be needed.

13.02 The Union recognizes the right of the Employer to economically supervise the distribution of the clothing provided and will cooperate 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 cooperate 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 Pipe Line 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 (3) 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 pre-

clude 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 **a)** Except as provided for in (b) below, 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 one hundred feet (100') from the shaft where reasonably possible. Sanitary toilets shall be provided in accordance with the Construction Safety Act.

15.01 **b)** Where continuously employed, or where permits or the environment restrict or prohibit the placement of shelters referred to in (a) above, the Employer will make a reasonable effort to provide or locate suitable facilities (suitable may mean pick-up truck, van etc.).

15.02 Employees will be allowed one (1) coffee break of fifteen (15) minutes in each half (1/2) of the working shift. Employees shall be allowed a one-half (1/2) hour unpaid lunch break between 11:30 a.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 sup-

plied. 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, 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 compensable accident.

15.06 The parties have agreed to the establishment of a Safety Committee to be composed of two (2) members of the Union and two (2) representatives of the Association. Safety meetings, not to exceed one (1) per month, may be called by the representatives of either party on the Safety Committee.

15.07 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 (1) glass window and a sliding door.

15.08 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.

15.09 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.



15.10 Personal cell phones will not be used during the workday except during lunch and break periods.

15.11 Except with prior permission, which shall not unreasonably be denied, no personal communication devices such as cell phones, Blackberries, iPods or similar devices shall be used on the job during working hours.

Job Stewards will be allowed use of such devices as part of their duties in accordance with Article 6.02.

## **ARTICLE 16 - HIGHER WAGES**

16.01 Where the 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 operation is designated as the point of origin for employees covered by this Agreement.

18.02 All point of origin employees shall be members 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 Article 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 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 are 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 and Sundays, then the Employer may hire employees outside the Union office.

18.06 When the Employer requires employees to travel from a lower paid area into a higher paid area, the employees shall, in such circumstances, receive the higher paid area 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 Union to another, as specified in the Union's Constitution.

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

## **ARTICLE 19 - PAYMENT OF WAGES**

19.01 Wages shall be paid weekly and shall be accompanied by a slip outlining all hours of work, hourly rate, overtime hours, deductions for income tax, employment insurance, pension, etc., where applicable. Payday 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 payment shall be made separately.

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

19.03 In the case of layoff, all men will be notified the day before the layoff, where practical, but in any event, shall receive one (1) hour's notice in advance of the layoff.

19.04 Whenever Employment Insurance forms, vacation and statutory holiday pay credits and pay cheque 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.

19.05 Payment for travel expenses and out-of-town allowances will be

clearly identified on the cheque slip and will be also identified as required for tax returns.

19.06 Employer may pay wages as a direct bank deposit.

## **ARTICLE 20 - TRAVELLING EXPENSES**

20.01 Employees covered by the terms and conditions of this Agreement in all areas, except OLRB Area 8 and the geographic areas of Local 527 and 607, will receive traveling expenses in accordance with the following provisions. Travel expense provisions for employees working in OLRB Area 8 are contained in Appendix 1, Local 183, OLRB Area 8.

### **20.02 Local Travel**

The Employer shall pay employees at straight time rates for all time spent travelling to and from the work site in excess of fifteen (15) minutes each way. Time will commence leaving the assembly point and end at the time of arrival at the work site. This local travelling time allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

### **20.03 Distant Travel**

Where the operations of the Employer require employees to transfer from job to job and from place to place outside a Metropolitan area, the Employer will pay the cost of transportation between points and reimburse for meals and accommodation en route. Such employees who are required to live outside of their normal place of residence and whose regular and permanent residence is within a Metropolitan area, will be supplied transportation back to the assembly point or base of operations once each week. In addition to the board allowance provided for in Section 20.03.01 below, employees who are eligible for such expense will be required to remain on the job for one (1) month or for the duration of the job if less than one (1)

month and may be required to sign a form to that effect.

**.01** An employee sent by the Employer to a job and who is required by the Employer to remain away from his normal place of residence and where the job is within one hundred (100) road kilometres from the Employer's base of operations, will be paid a board allowance of fifty dollars (\$50.00) per day. Where such jobs are more than one hundred (100) road kilometres from the Employer's base of operations, the employee will be paid a board allowance of one hundred and five dollars (\$105.00) per day .

**.02** Employees travelling to jobs throughout the Province of Ontario and who are required to use their own automobile outside of the Metropolitan area shall be paid an allowance of fifty-five cents (\$0.55) per kilometre each way from the Employer's yard or base of operations within the areas as outlined in the attached Appendices.

## **ARTICLE 21 - WELFARE CONTRIBUTIONS**

21.01 Each Employer shall make contributions to the applicable Employee Benefit Plan as described in Schedule 'B' of this Agreement at the rates contained in the Appendices attached hereto 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.

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

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

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

21.05 It is agreed that, by joint agreement, the Trustees of the Benefit Funds shall be empowered to charge interest at the rate of one and one-half percent (1 1/2%) per month on failure of an Employer to make payment due to the Benefit Fund.

21.06 Each Employer bound by this Agreement agrees that where the Trustees of any Employee Benefit Plan to which the Employer is required to contribute payments, have just cause to believe that an Employer has not made proper or any contributions and reports in relation to the Benefit Plan, it shall permit a chartered accountant appointed by the Trustees to perform the necessary audit.

21.07 In the event such audit reveals that an Employer has failed to properly contribute or report to any Benefit Plan, the Trustees of any such Trust Fund may require such an Employer to pay the cost of the audit where the Trustees are of the opinion that such Employer deliberately failed or omitted to properly contribute or report as aforesaid.

21.08 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 the Employee Bargaining Agencies, all affiliated bargaining agents and parties bound to this Agreement, shall take the necessary steps to ensure that all health and welfare contributions made under this Collective Agreement continue to be sent to the Trust Funds that are party to the Reciprocal Agreement. The

parties agree that there shall be no other reciprocal arrangement other than the Reciprocal Agreement for health and welfare contributions, and that any such arrangement is null and void.

## **ARTICLE 22 - PENSION CONTRIBUTIONS**

22.01 Each Employer shall make contributions to the Pension Fund as described in Schedule “B” of this Agreement at the rate contained in the Appendices per hour for each hour worked by employees of the Employer covered by this Agreement.

22.02 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.

22.03 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.

22.04 It is agreed that, by joint agreement of the Council and the Association, interest at the rate of one and one-half percent (1½%) per month may be charged on failure of an Employer to make payments due to the Pension Fund.

22.05 In the jurisdiction of Locals 625, 1059 and 1089, the Employer agrees to deduct an amount per hour worked on a weekly basis, from each employee’s weekly gross wages, payable to a Group or Registered Retirement Savings Plan, as directed in writing by the applicable Local Unions for its members. Such monies shall be remitted directly to the Local Union.

## **ARTICLE 23 - TRAINING AND OTHER FUNDS**

23.01 The Employer agrees to pay for each hour worked by employees of the Employer covered by this Agreement to the Training and Other Funds described in Schedule “B” of this Agreement at the rates contained in the Appendices attached hereto. All Local Unions with Training Trust Funds shall make training facilities available and train, at no cost to the Employer, those members employed by the Employer in the basic Utility Labour Training programme as developed and endorsed by the Association and Local Union 183.

23.02 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.

23.03 The rates of contribution contained in the Appendices to the Agreement include five cents (\$0.05) per hour that will be remitted to the Canadian Tri-Fund which consists of the following Trust Funds:

**.01** Labourers’ Education and Training Fund

**.02** Labourers’ National Health and Safety Trust Fund

**.03** Labourers’ Employers Co-Operation and Education Trust Fund

### 23.04 **Construction Craft Worker**

The parties hereby agree to recognize and support the Construction Craft Worker Apprenticeship with the Ontario Ministry of Training, Colleges and Universities. They also agree to participate on Local Apprenticeship Committees (LAC) to develop and implement programs and plans of training for work covered by this Agreement.

Such programs and plans of training shall be incorporated in their entirety into and form part of this Agreement.



The Association shall be entitled to appoint a representative(s) on such committee(s).

#### 23.05 **Industry Fund**

Each Employer bound by this Agreement shall contribute eighteen cents (\$0.18) per hour, and effective May 1, 2014, twenty cents (\$0.20) 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 the Employers, on or before the fifteenth (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.

## **ARTICLE 24 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT**

24.01 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.

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

## **ARTICLE 25 - GOVERNMENT LEGISLATION**

25.01 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.

### **25.02 Employment Standards Amendment Act, 1991**

The Trustees of the employee benefit plans referred to in this Agreement shall promptly notify the Council of the failure by any Employer to pay any employee benefit contributions required to be made under this 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.

25.03 Any provincial or federal taxes requires to be paid by the Employer on contributions under this Agreement are not included in the specified amounts set out by the Appendices. The Employer shall pay Provincial Retail Sales Tax on contributions to Members' Benefit Fund and remit such taxes to said Fund, together with the contributions on which such tax is paid.

## **ARTICLE 26 - JURISDICTIONAL CLAIMS**

26.01 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 any other 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 99 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 27 - JOINT LABOUR-MANAGEMENT COMMITTEE**

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

27.02 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.

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

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

## **ARTICLE 28 - GENERAL**

28.01 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.

28.02 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.

28.03 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.

28.04 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.

## **ARTICLE 29 - GENDER NEUTRALITY**

29.01 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 30 - EMPLOYMENT EQUITY**

30.01 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 31 - NEW CLASSIFICATIONS**

31.01 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.

## **ARTICLE 32 - DURATION**

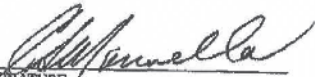
32.01 This Agreement shall become effective on the date hereof and shall remain in effect until the 30th day of April 2016, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination of or proposed revision of this Agreement, not more than one hundred and twenty (120) days and not less than sixty (60) days before the 30th day of April 2016, 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.

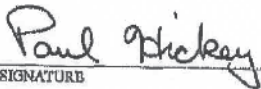
The Utility Contractors Association  
of Ontario Incorporated

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

  
\_\_\_\_\_  
**FRANK MONGILLO**  
PRINT NAME

  
\_\_\_\_\_  
**COSMO MANNELLA**  
PRINT NAME

  
\_\_\_\_\_  
**BARRY L. BROWN**  
PRINT NAME

  
\_\_\_\_\_  
**PAUL HICKEY**  
PRINT NAME

# SCHEDULE “A”

## Association / Local Union Information and Geographic Jurisdictions

### **The Utility Contractors Association of Ontario**

P.O. Box 762 Phone: (905) 847-7305  
Oakville, Ontario L6K 0A9 Fax: (905) 412-0339  
Executive Director: Mr. Barry L. Brown Web: [www.uca.on.ca](http://www.uca.on.ca)

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

44 Hughson Street South Phone: (905) 522-7177  
Hamilton, Ontario L8N 2A7 Fax: (905) 522-9310  
Regional Manager: Mr. Joseph Mancinelli

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

1315 North Service Road East Suite 701 Phone: (289) 291-3678  
Oakville, Ontario L6H 1A7 Fax: (289) 291-1120  
Business Manager: Cosmo Mannella

### **Universal Workers Union Local 183 - Toronto**

1263 Wilson Avenue, Suite 200 Phone: (416) 241-1183  
North York, Ontario M3M 3G3 Fax: (416) 241-9845  
Business Manager: Jack Oliveira

### **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; 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 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.

### **Universal Workers Union Local 183 - Eastern Office**

P.O. Box 156, 560 Dodge Street

Phone: (905) 372-1183

Cobourg, Ontario K9A 4K5

Fax: (905) 372-7488

Business Manager: Jack Oliveira

### **Board Area No. 8 –**

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; 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.



### **Labourers' International Union of North America, Local 247**

145 Dalton Avenue, Suite 1

Phone: (613) 542-5950

Kingston, Ontario K7K 6C2

Fax: (613) 542-2781

Business Manager: Victor Claro

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

### **Labourers' International Union of North America, Local 493**

392 Montague Avenue

Phone: (705) 674-2515

Sudbury, Ontario P3C 4G5

Fax: (705) 674-6728

Business Manager: Mike Ryan

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, including an eighty (80) kilometre radius of the Timmins Federal Building, (including the portion lying north of Highway 101 West to the border of the District of Algoma, including the Town of Chapleau), Cockburn and all other islands situated in Georgian Bay of Lake Huron, shall be recognized as being the exclusive territory jurisdiction of Local 493.

### **Labourers' International Union of North America, Local 527**

6 Corvus Court

Phone: (613) 521-6565

Ottawa, Ontario K2E 7Z4

Fax: (613) 521-6580

Business Manager: Luigi Carrozzi

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

### **Construction and Allied Workers Local Union 607**

730 Balmoral Street

Phone: (807) 622-0607

Thunder Bay, Ontario P7C 5V3

Fax: (807) 622-0454

Business Manager: Gino Russo

The Districts of: Kenora, including the Patricia portion; Rainy River; Thunder Bay; and that part of the District of Cochrane which lies north of the forty-ninth (49th) parallel of latitude and is not in Ontario Labour Relations Board Area No. 19.

### **Labourers' International Union of North America, Local 625**

2155 Fasan Drive Phone: (519) 737-0373  
Oldcastle, Ontario NOR 1L0 Fax: (519) 737-0380  
Business Manager: Robert Petroni  
The Counties of Essex and Kent.

### **Labourers' International Union of North America, Local 837**

44 Hughson Street South Phone: (905) 529-1116  
Hamilton, Ontario L8N 2A7 Fax: (905) 529-2723  
Business Manager: Manuel Bastos Niagara Phone: (905) 227-1837  
The Counties of Lincoln, Welland, Haldimand, Wentworth and the Townships of Nelson and Nassagawaga in the County of Halton.

### **Labourers' International Union of North America, Local 1036**

395 Korah Road Phone: (705) 942-1036  
Sault Ste. Marie, Ontario P6C 4H5 Fax: (705) 942-1015  
Business Manager: Wayne Scott  
The District of Algoma.

### **Labourers' International Union of North America, Local 1059**

56 Firestone Blvd. Phone: (519) 455-8083  
London, Ontario N5W 5L4 Fax: (519) 455-0712  
Business Manager: Jim MacKinnon  
The Counties of Middlesex, Elgin, Oxford, Perth, Huron and Bruce.

**Labourers' International Union of North America, Local 1081**

330 Industrial Road

Phone: (519) 653-3333

Cambridge, Ontario N3H 4R7

Fax: (519) 653-8086

Business Manager: Manuel Andrade

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

**Labourers' International Union of North America, Local 1089**

1255 Confederation Street

Phone: (519) 332-1089

Sarnia, Ontario N7S 4M7

Fax: (519) 332-6378

Business Manager: Mike Maitland

The County of Lambton.

# SCHEDULE “B”

## FUND NAMES AND REMITTANCE ADDRESSES FOR ALL TRUST FUNDS

### Pension Funds:

For all Local Unions, make cheque payable to:

The Labourers’ Pension Fund of Central and Eastern Canada  
and shall be remitted directly to:

The Labourers’ Pension Fund of Central and Eastern Canada  
P.O. Box 9002  
Lakeshore West PO  
Oakville, Ontario L6K 0G1

### Tri-Fund:

For all Local Unions, make cheque payable to the Canadian Tri-Fund  
and shall be remitted directly to:

The Labourers’ Pension Fund of Central and Eastern Canada  
P.O. Box 9002  
Lakeshore West PO  
Oakville, Ontario L6K 0G1

### Utility Industry Fund:

Make cheque payable to Utility Contractors Association of  
Ontario and shall be remitted directly to:

The Utility Contractors Association of Ontario  
P.O. Box 762  
Oakville, Ontario L6K 0A9

## Welfare, Training, Vacation and Holiday Pay & Other Contributions

Local Union:	Payable to:	Mail to:	Phone/Fax:
Local 183 (Toronto)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave., Ste. 205 Toronto, ON M2M 3G2	[Tel: (416) 240-7480] [Fax: (416) 240-7488]
Local 183 (Oshawa)	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 247	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 247 GRSP	Local 247 GRSP Fund	c/o LIUNA Local 247 145 Dalton Ave., Suite 1 Kingston, ON K7K 6C2	[Tel: (613) 542-5950] [Fax: (613) 542-2781]
Local 247 -Training	Local 247 Training and Rehabilitation Fund		
Local 493 Scholarship & Welfare	Labourers' Local 493 Welfare Trust Fund	392 Montague Avenue Sudbury, ON P3C 4G5	Tel: (705) 674-2515 Fax: (705) 674-6728
Supp Pension Organizing Fund and Training Fund	LIUNA Local 493	392 Montague Avenue Sudbury, ON P3C 4G5	Tel: (705) 674-2515 Fax: (705) 674-6728
Local 506	Trustees of Labourers' Union Local 506 (Construction Division) Employee Benefit Trust	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 527	LIUNA Local 527 Benefit Funds	c/o LIUNA Local 527 6 Corvus Court Ottawa, ON K2E 7Z4	[Tel: (613) 521-6565] [Fax: (613) 521-6580]
Local 607	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	Tel: (613) 521-6565 Fax: (613) 521-6580

Local Union:	Payable to:	Mail to:	Phone/Fax:
Local 607 - Training	Construction and Allied Workers Local Union 607 Training and Education Fund	c/o Construction and Allied Workers Local Union 607 730 Balmoral Street Thunder Bay, ON P7C 5V3	[Tel: (807) 622-0607] [Fax: (807) 622-0454]
Local 625	Trustees of the L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust	c/o LIUNA Local 625 2155 Fasan Drive Oldcastle, ON NOR 1L0	Tel: (519) 737-0373 Fax: (519) 737-0380
Local 625 - Training	Labourers' Local 625 Training Fund	c/o LIUNA Local 625 2155 Fasan Drive Oldcastle, ON NOR 1L0	Tel: (519) 737-0373 Fax: (519) 737-0380
Local 625 GRRSP Organizing	Local 625 GRRSP Fund Organizing Fund		
Local 837	LIUNA Local 837 Welfare Fund	All remittances to:	
Local 837 - Training	Labourers' Local 837 Training Trust	c/o LIUNA Local 837 44 Hughson St. South, Hamilton, ON L8N 2A7	[Tel: (905) 529-1116] [Fax: (905) 529-2723]
Local 837 - OH Fund	LIUNA Occupational Health Fund		
Local 837 - Vacation with Pay	Local 837 (Hamilton) Vacation Pay Trust Fund		
Local 1036	Labourers' Local 1036 Employee Benefit Trust Fund	c/o Royal Bank of Canada P.O. Box 9285, Station "A" Toronto, ON M5W 3M1	
Local 1036 - Training	Labourers' Local 1036 Training Fund	c/o Labourers' Pension Fund of C & E Canada P.O. Box 9002, Lakeshore West PO Oakville, ON L6K 0G1	[Tel: (289) 291-3663] [Fax: (289) 291-0651]
Local 1059	LIUNA Local 1059 Benefit Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	[Tel: (416) 635-6000] [Fax: (416) 635-6464]

<b>Local Union:</b>	<b>Payable to:</b>	<b>Mail to:</b>	<b>Phone/Fax:</b>
Local 1059 - Training	LIUNA Local 1059 Training Trust Fund	c/o LIUNA Local 1059 56 Firestone Blvd. London, ON N5W 5L4	[Tel: (519) 455-8083] [Fax: (519) 455-0712]
Local 1059 - GRRSP	Local 1059 GRRSP Fund	Or designated alternative with 60 days written notice by Local 1059	
Local 1081	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 1081 - Training	Labourers' Local 1081 Training Trust Fund	c/o LIUNA Local 1081 330 Industrial Road Cambridge, ON N3H 4R7	[Tel: (519) 653-3333] [Fax: (519) 653-8086]
Local 1089	Labourers' Local 1089 (Sarnia) Benefit Trust Fund	All remittances to:  c/o LIUNA Local 1089 1255 Confederation Street Sarnia, ON N7S 4M7	[Tel: (519) 332-1089] [Fax: (519) 332-6378]
Local 1089 - GRSP	Labourers' Local 1089 G.R.S.P. Fund		
Local 1089 - Training	The Administrator of Local 1089 Training Fund		

# APPENDIX 1

## LOCAL 183 - OLRB Areas No. 8, 9, 10, 11, 18 and that portion of 12 west of the Trent-Severn Waterway

### ARTICLE 1 - WAGE RATES AND CLASSIFICATIONS

#### OLRB Area No. 8

Local 183 - Group 1: Labourers (unskilled); vacuum truck helper																
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Prepaid Legal	Pens.	Tri-Fund	Train. Fund	L.T. Care	Retiree Fund	Dev. Fund	Promo Fund	Total Pkg.	Local W Dues	OPDC Dues	Ind. Fund	Emp. Total Cost
05-1-13	34.11	3.41	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	49.42	3%	0.37	0.18	49.60
05-1-14	34.88	3.49	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	50.67	3%	0.40	0.20	50.85
05-1-15	35.65	3.57	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	52.02	3%	0.40	0.20	52.20
Local 183 - Group 2: Powderman Helper																
05-1-13	34.15	3.42	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	49.47	3%	0.37	0.18	49.65
05-1-14	34.93	3.49	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	50.72	3%	0.40	0.20	50.90
05-1-15	35.70	3.57	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	52.07	3%	0.40	0.20	52.25
Local 183 - Group 3: Labourers (semi-skilled); Form strippers; scootcrete and calf dozer; portable compressors; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver																
05-1-13	34.20	3.42	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	49.52	3%	0.37	0.18	49.70
05-1-14	34.97	3.50	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	50.77	3%	0.40	0.20	50.95
05-1-15	35.75	3.57	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	52.12	3%	0.40	0.20	52.30
Local 183 - Group 4: (skilled - Group No. 1); Pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers																
05-1-13	34.27	3.43	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	49.60	3%	0.37	0.18	49.78
05-1-14	35.05	3.50	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	50.85	3%	0.40	0.20	51.03
05-1-15	35.82	3.58	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	52.20	3%	0.40	0.20	52.38
Local 183 - Group 5: Labourers (skilled - Group No. 2); Drillers (all types); wagon drills, etc.; powderman																
05-1-13	34.30	3.43	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	49.63	3%	0.37	0.18	49.81
05-1-14	35.07	3.51	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	50.88	3%	0.40	0.20	51.06
05-1-15	35.85	3.58	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	52.23	3%	0.40	0.20	52.41
Local 183 - Group 6: Labourers (skilled - Group No. 3); Carpenters; linemen; truck driver (over 34 ton)																
05-1-13	34.60	3.46	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	49.96	3%	0.37	0.18	50.14
05-1-14	35.37	3.54	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	51.21	3%	0.40	0.20	51.39
05-1-15	36.15	3.63	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	52.58	3%	0.40	0.20	52.76
Local 183 - Group 6B: Truck driver requiring an AZ or DZ license; vacuum truck driver																
05-1-13	35.05	3.51	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	50.46	3%	0.37	0.18	50.64
05-1-14	35.83	3.58	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	51.71	3%	0.40	0.20	51.89
05-1-15	36.60	3.66	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	53.06	3%	0.40	0.20	53.24



## OLRB Area No. 8 (continued)

Local 183 – Group 7: Labourers (skilled - Group No. 4); Electricians, Tunnel workers where the tunnel is in excess of ten feet in length, excluding shallow tree tunnels																	
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Prepaid Legal	Pens.	Tri-Fund	Train. Fund	L.T. Care	Retiree Fund	Dev. Fund	Promo Fund	Total Pkg.	Local W Dues	OPDC Dues	Ind. Fund	Emp. Total Cost	
05-1-13	35.10	3.51	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	50.51	3%	0.37	0.18	50.69	
05-1-14	35.87	3.59	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	51.76	3%	0.40	0.20	51.94	
05-1-15	36.65	3.66	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	53.11	3%	0.40	0.20	53.29	
Local 183 – Group 7B: Labourers: Tunnel workers where tunnel is in excess of ten feet in length, excluding shallow tree tunnels																	
05-1-13	36.01	3.60	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	51.51	3%	0.37	0.18	51.69	
05-1-14	36.78	3.68	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	52.76	3%	0.40	0.20	52.94	
05-1-15	37.55	3.76	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	54.11	3%	0.40	0.20	54.29	
Local 183 – Group 8: Working Foreman																	
05-1-13	36.00	3.60	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	51.50	3%	0.37	0.18	51.68	
05-1-14	36.77	3.68	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	52.75	3%	0.40	0.20	52.93	
05-1-15	37.55	3.75	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	54.10	3%	0.40	0.20	54.28	
Local 183 – Group 9: Waterperson (48 hours per week)																	
05-1-13	25.00	2.50	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	39.40	3%	0.37	0.18	39.58	
05-1-14	25.77	2.58	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	40.65	3%	0.40	0.20	40.83	
05-1-15	26.54	2.66	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	42.00	3%	0.40	0.20	42.18	
Local 183 – Group 10: Flagperson																	
05-1-13	26.25	2.62	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	40.77	3%	0.37	0.18	40.95	
05-1-14	27.02	2.70	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	42.02	3%	0.40	0.20	42.20	
05-1-15	27.79	2.78	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	43.37	3%	0.40	0.20	43.55	
Local 183 – Group 11: Electrician (Working Foreman)																	
05-1-13	37.95	3.79	2.40	0.10	8.10	0.05	0.25	0.60	0.30	0.05	0.05	53.64	3%	0.37	0.18	53.82	
05-1-14	38.72	3.87	2.45	0.10	8.40	0.05	0.25	0.60	0.35	0.05	0.05	54.89	3%	0.40	0.20	55.07	
05-1-15	39.49	3.95	2.50	0.10	8.80	0.05	0.25	0.60	0.40	0.05	0.05	56.24	3%	0.40	0.20	56.42	

# ARTICLE 2 - WAGE RATES AND CLASSIFICATIONS

Bell work only (Holland Landing and Mississauga 905)

Local 183 – Group 1: Labourers (unskilled)															
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Prepaid Legal	Pens.	Tri-Fund	Train. Fund	L.T. Care	Retire Fund	Dev. Fund	Promo Fund	Total Pkg.	Local W Dues	OPDC Dues	Ind. Fund
05-1-13	24.11	2.41	2.40	0.10	6.55	0.05	0.17	0.30	0.25	0.05	0.05	36.44	3%	0.37	0.18
05-1-14	24.74	2.48	2.45	0.10	6.75	0.05	0.17	0.30	0.30	0.05	0.05	37.44	3%	0.40	0.20
05-1-15	25.47	2.55	2.50	0.10	6.95	0.05	0.17	0.30	0.35	0.05	0.05	38.54	3%	0.40	0.20
Local 183 – Group 2: Powderman Helper															
05-1-13	24.17	2.41	2.40	0.10	6.55	0.05	0.17	0.30	0.25	0.05	0.05	36.50	3%	0.37	0.18
05-1-14	24.80	2.48	2.45	0.10	6.75	0.05	0.17	0.30	0.30	0.05	0.05	37.50	3%	0.40	0.20
05-1-15	25.53	2.55	2.50	0.10	6.95	0.05	0.17	0.30	0.35	0.05	0.05	38.60	3%	0.40	0.20
Local 183 – Group 3: Labourers (semi-skilled); Form strippers; scootcrete and call dozer; portable compressors; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver															
05-1-13	24.21	2.42	2.40	0.10	6.55	0.05	0.17	0.30	0.25	0.05	0.05	36.55	3%	0.37	0.18
05-1-14	24.85	2.48	2.45	0.10	6.75	0.05	0.17	0.30	0.30	0.05	0.05	37.55	3%	0.40	0.20
05-1-15	25.57	2.56	2.50	0.10	6.95	0.05	0.17	0.30	0.35	0.05	0.05	38.65	3%	0.40	0.20
Local 183 – Group 4: Labourers (skilled - Group No. 1); Pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers															
05-1-13	24.27	2.42	2.40	0.10	6.55	0.05	0.17	0.30	0.25	0.05	0.05	36.61	3%	0.37	0.18
05-1-14	24.90	2.49	2.45	0.10	6.75	0.05	0.17	0.30	0.30	0.05	0.05	37.61	3%	0.40	0.20
05-1-15	25.63	2.56	2.50	0.10	6.95	0.05	0.17	0.30	0.35	0.05	0.05	38.71	3%	0.40	0.20
Local 183 – Group 5: Labourers (skilled - Group No. 2); Drillers (all types); wagon drills, etc.; powderman															
05-1-13	24.31	2.43	2.40	0.10	6.55	0.05	0.17	0.30	0.25	0.05	0.05	36.66	3%	0.37	0.18
05-1-14	24.94	2.50	2.45	0.10	6.75	0.05	0.17	0.30	0.30	0.05	0.05	37.66	3%	0.40	0.20
05-1-15	25.67	2.57	2.50	0.10	6.95	0.05	0.17	0.30	0.35	0.05	0.05	38.76	3%	0.40	0.20
Local 183 – Group 6: Labourers (skilled - Group No. 3); Carpenters; linemen; truck driver (over 3/4 ton)															
05-1-13	24.61	2.46	2.40	0.10	6.55	0.05	0.17	0.30	0.25	0.05	0.05	36.99	3%	0.37	0.18
05-1-14	25.24	2.53	2.45	0.10	6.75	0.05	0.17	0.30	0.30	0.05	0.05	37.99	3%	0.40	0.20
05-1-15	25.97	2.60	2.50	0.10	6.95	0.05	0.17	0.30	0.35	0.05	0.05	38.09	3%	0.40	0.20
Local 183 – Group 6B: Truck driver requiring an AZ or DZ license; vacuum truck driver															
05-1-13	25.07	2.50	2.40	0.10	6.55	0.05	0.17	0.30	0.25	0.05	0.05	37.49	3%	0.37	0.18
05-1-14	25.70	2.57	2.45	0.10	6.75	0.05	0.17	0.30	0.30	0.05	0.05	38.49	3%	0.40	0.20
05-1-15	26.43	2.64	2.50	0.10	6.95	0.05	0.17	0.30	0.35	0.05	0.05	39.59	3%	0.40	0.20
Local 183 – Group 7: Working Foreman															
05-1-13	25.55	2.55	2.40	0.10	6.55	0.05	0.17	0.30	0.25	0.05	0.05	38.02	3%	0.37	0.18
05-1-14	26.18	2.62	2.45	0.10	6.75	0.05	0.17	0.30	0.30	0.05	0.05	39.02	3%	0.40	0.20
05-1-15	26.91	2.69	2.50	0.10	6.95	0.05	0.17	0.30	0.35	0.05	0.05	40.12	3%	0.40	0.20

# ARTICLE 3 - WAGE RATES AND CLASSIFICATIONS

183 East - Region of Durham and OLRB Areas No.9, 11 and that part of 12 West of the Trent-Severn Waterway

Local 183 – Group 1: Labourers (unskilled)															
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Prepaid Legal	Pens.	Tri-Fund	Train. Fund	L.T. Care	Retire Fund	Dev. Fund	Promo Fund	Total Pkg.	Local W Dues	OPDC Dues	Ind. Fund
05-1-13	28.95	2.90	2.30	0.10	6.04	0.05	0.10	0.60	0.30	0.05	0.05	41.44	3%	0.37	0.18
05-1-14	29.73	2.97	2.35	0.10	6.34	0.05	0.10	0.60	0.35	0.05	0.05	42.69	3%	0.40	0.20
05-1-15	30.50	3.05	2.40	0.10	6.74	0.05	0.10	0.60	0.40	0.05	0.05	44.04	3%	0.40	0.20
Local 183 – Group 2: Powderman Helper															
05-1-13	29.00	2.90	2.30	0.10	6.04	0.05	0.10	0.60	0.30	0.05	0.05	41.49	3%	0.37	0.18
05-1-14	29.78	2.97	2.35	0.10	6.34	0.05	0.10	0.60	0.35	0.05	0.05	42.74	3%	0.40	0.20
05-1-15	30.55	3.05	2.40	0.10	6.74	0.05	0.10	0.60	0.40	0.05	0.05	44.09	3%	0.40	0.20
Local 183 – Group 3: Labourers (semi-skilled); Form strippers; scotcrete and calf dozer; portable compressors; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver															
05-1-13	29.15	2.92	2.30	0.10	6.04	0.05	0.10	0.60	0.30	0.05	0.05	41.66	3%	0.37	0.18
05-1-14	29.93	2.99	2.35	0.10	6.34	0.05	0.10	0.60	0.35	0.05	0.05	42.91	3%	0.40	0.20
05-1-15	30.70	3.07	2.40	0.10	6.74	0.05	0.10	0.60	0.40	0.05	0.05	44.26	3%	0.40	0.20
Local 183 – Group 4: Labourers (skilled - Group No. 1); Pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers															
05-1-13	29.21	2.92	2.30	0.10	6.04	0.05	0.10	0.60	0.30	0.05	0.05	41.72	3%	0.37	0.18
05-1-14	29.99	2.99	2.35	0.10	6.34	0.05	0.10	0.60	0.35	0.05	0.05	42.97	3%	0.40	0.20
05-1-15	30.76	3.07	2.40	0.10	6.74	0.05	0.10	0.60	0.40	0.05	0.05	44.32	3%	0.40	0.20
Local 183 – Group 5: Labourers (skilled - Group No. 2); Drillers (all types); wagon drills, etc.; powderman															
05-1-13	29.45	2.95	2.30	0.10	6.04	0.05	0.10	0.60	0.30	0.05	0.05	41.99	3%	0.37	0.18
05-1-14	30.23	3.02	2.35	0.10	6.34	0.05	0.10	0.60	0.35	0.05	0.05	43.24	3%	0.40	0.20
05-1-15	31.00	3.10	2.40	0.10	6.74	0.05	0.10	0.60	0.40	0.05	0.05	44.59	3%	0.40	0.20
Local 183 – Group 6: Truck Driver															
05-1-13	29.45	2.95	2.30	0.10	6.04	0.05	0.10	0.60	0.30	0.05	0.05	41.99	3%	0.37	0.18
05-1-14	30.23	3.02	2.35	0.10	6.34	0.05	0.10	0.60	0.35	0.05	0.05	43.24	3%	0.40	0.20
05-1-15	31.00	3.10	2.40	0.10	6.74	0.05	0.10	0.60	0.40	0.05	0.05	44.59	3%	0.40	0.20
Local 183 – Group 6B: AZ/DZ Driver															
05-1-13	29.91	2.99	2.30	0.10	6.04	0.05	0.10	0.60	0.30	0.05	0.05	42.49	3%	0.37	0.18
05-1-14	30.69	3.06	2.35	0.10	6.34	0.05	0.10	0.60	0.35	0.05	0.05	43.74	3%	0.40	0.20
05-1-15	31.46	3.14	2.40	0.10	6.74	0.05	0.10	0.60	0.40	0.05	0.05	45.09	3%	0.40	0.20

## 183 East - Region of Durham and OLRB Areas No.9, 11 and that part of 12 West of the Trent-Severn Waterway (cont.)

Local 183 – Group 7: Labourers (skilled - Group No. 3); Carpenter; lineman; float driver															
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Prepaid Legal	Pens.	Tri-Fund	Train. Fund	L.T. Care	Retiree Fund	Dev. Fund	Promo Fund	Total Pkg.	Local W Dues	OPDC Dues	Ind. Fund
05-1-13	29.55	2.96	2.30	0.10	6.04	0.05	0.10	0.60	0.30	0.05	0.05	42.10	3%	0.37	0.18
05-1-14	30.33	3.03	2.35	0.10	6.34	0.05	0.10	0.60	0.35	0.05	0.05	43.35	3%	0.40	0.20
05-1-15	31.10	3.11	2.40	0.10	6.74	0.05	0.10	0.60	0.40	0.05	0.05	44.70	3%	0.40	0.20
Local 183 – Group 8: Labourers (skilled - Group No. 4); Electricians															
05-1-13	29.55	2.96	2.30	0.10	6.04	0.05	0.10	0.60	0.30	0.05	0.05	43.10	3%	0.37	0.18
05-1-14	30.33	3.03	2.35	0.10	6.34	0.05	0.10	0.60	0.35	0.05	0.05	45.35	3%	0.40	0.20
05-1-15	31.10	3.11	2.40	0.10	6.74	0.05	0.10	0.60	0.40	0.05	0.05	45.70	3%	0.40	0.20
Local 183 – Group 8B: Tunnel Work															
05-1-13	30.46	3.05	2.30	0.10	6.04	0.05	0.10	0.60	0.30	0.05	0.05	43.10	3%	0.37	0.18
05-1-14	31.24	3.12	2.35	0.10	6.34	0.05	0.10	0.60	0.35	0.05	0.05	45.35	3%	0.40	0.20
05-1-15	32.01	3.20	2.40	0.10	6.74	0.05	0.10	0.60	0.40	0.05	0.05	45.70	3%	0.40	0.20
Local 183 – Group 9: Working Foreman															
05-1-13	30.96	3.09	2.30	0.10	6.04	0.05	0.10	0.60	0.30	0.05	0.05	43.64	3%	0.37	0.18
05-1-14	31.73	3.17	2.35	0.10	6.34	0.05	0.10	0.60	0.35	0.05	0.05	44.89	3%	0.40	0.20
05-1-15	32.50	3.25	2.40	0.10	6.74	0.05	0.10	0.60	0.40	0.05	0.05	46.24	3%	0.40	0.20

# ARTICLE 4 - WAGE RATES AND CLASSIFICATIONS

## Simcoe County

Local 183 – Group 1: Labourers (unskilled)															
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Prepaid Legal	Pens.	Tri-Fund	Train. Fund	L.T. Care	Retire Fund	Dev. Fund	Promo Fund	Total Pkg.	Local W Dues	OPDC Dues	Ind. Fund
05-1-13	28.07	2.80	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	41.14	3%	0.37	0.18
05-1-14	28.70	2.87	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	42.14	3%	0.40	0.20
05-1-15	29.43	2.94	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	43.24	3%	0.40	0.20
Local 183 – Group 2: Powderman Helper															
05-1-13	28.11	2.81	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	41.19	3%	0.37	0.18
05-1-14	28.74	2.88	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	42.19	3%	0.40	0.20
05-1-15	29.47	2.95	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	43.29	3%	0.40	0.20
Local 183 – Group 3: Labourers (semi-skilled); Form strippers; scootcrete and calf dozer; portable compressors; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver															
05-1-13	28.17	2.81	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	41.25	3%	0.37	0.18
05-1-14	28.80	2.88	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	42.25	3%	0.40	0.20
05-1-15	29.53	2.95	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	43.35	3%	0.40	0.20
Local 183 – Group 4: Labourers (skilled - Group No. 1); Pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers															
05-1-13	28.23	2.82	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	41.32	3%	0.37	0.18
05-1-14	28.86	2.89	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	42.32	3%	0.40	0.20
05-1-15	29.59	2.96	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	43.42	3%	0.40	0.20
Local 183 – Group 5: Labourers (skilled - Group No. 2); Drillers (all types); wagon drills, etc.; powderman															
05-1-13	28.27	2.82	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	41.36	3%	0.37	0.18
05-1-14	28.90	2.89	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	42.36	3%	0.40	0.20
05-1-15	29.63	2.96	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	43.46	3%	0.40	0.20
Local 183 – Group 6: Labourers (skilled - Group No. 3); Carpenters; linemen; truck driver (over 3/4 ton)															
05-1-13	28.57	2.85	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	41.69	3%	0.37	0.18
05-1-14	29.20	2.92	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	42.69	3%	0.40	0.20
05-1-15	29.93	2.99	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	43.79	3%	0.40	0.20
Local 183 – Group 6B: AZ/DZ Driver															
05-1-13	29.02	2.90	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	42.19	3%	0.37	0.18
05-1-14	29.65	2.97	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	43.19	3%	0.40	0.20
05-1-15	30.38	3.04	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	44.29	3%	0.40	0.20

## Local 183 Simcoe County (cont.)

Local 183 – Group 7: Labourers (skilled - Group No. 4); Electricians															
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Prepaid Legal	Pens.	Tri-Fund	Train. Fund	L.T. Care	Retire Fund	Dev. Fund	Promo Fund	Total Pkg.	Local W Dues	OPDC Dues	Ind. Fund
05-1-13	29.07	2.90	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	42.24	3%	0.37	0.18
05-1-14	29.70	2.97	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	43.24	3%	0.40	0.20
05-1-15	30.43	3.04	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	44.34	3%	0.40	0.20
Local 183 – Group 7B: Tunnel Work															
05-1-13	29.98	2.99	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	43.24	3%	0.37	0.18
05-1-14	30.61	3.06	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	44.24	3%	0.40	0.20
05-1-15	31.34	3.13	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	45.34	3%	0.40	0.20
Local 183 – Group 8: Working Foreman															
05-1-13	29.50	2.95	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	42.72	3%	0.37	0.18
05-1-14	30.13	3.02	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	43.72	3%	0.40	0.20
05-1-15	30.86	3.09	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	44.82	3%	0.40	0.20
Local 183 – Group 9: Watchperson (48 hours per week)															
05-1-13	23.90	2.39	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	36.56	3%	0.37	0.18
05-1-14	24.54	2.45	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	37.56	3%	0.40	0.20
05-1-15	25.26	2.53	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	38.66	3%	0.40	0.20
Local 183 – Group 10: Flagperson															
05-1-13	25.13	2.51	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	37.91	3%	0.37	0.18
05-1-14	25.76	2.58	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	38.91	3%	0.40	0.20
05-1-15	26.49	2.65	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	40.01	3%	0.40	0.20
Local 183 – Group 11: Electrician (Working Foreman)															
05-1-13	31.90	3.19	2.40	0.10	6.55	0.05	0.17	0.60	0.30	0.05	0.05	45.36	3%	0.37	0.18
05-1-14	32.53	3.26	2.45	0.10	6.75	0.05	0.17	0.60	0.35	0.05	0.05	46.36	3%	0.40	0.20
05-1-15	33.26	3.33	2.50	0.10	6.95	0.05	0.17	0.60	0.40	0.05	0.05	47.46	3%	0.40	0.20

# ARTICLE 5 - WAGE RATES AND CLASSIFICATIONS

## Muskoka

Local 183 – Group 1: Labourers (unskilled)															
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Prepaid Legal	Pens.	Tri-Fund	Train. Fund	L.T. Care	Retire Fund	Dev. Fund	Promo Fund	Total Pkg.	Local W Dues	OPDC Dues	Ind. Fund
05-1-13	21.98	2.19	2.30	0.10	4.00	0.05	0.10	0.60	0.30	0.05	0.05	31.72	3%	0.37	0.18
05-1-14	22.61	2.26	2.35	0.10	4.20	0.05	0.10	0.60	0.35	0.05	0.05	32.72	3%	0.40	0.20
05-1-15	23.34	2.33	2.40	0.10	4.40	0.05	0.10	0.60	0.40	0.05	0.05	33.82	3%	0.40	0.20
Local 183 – Group 2: Labourers (semi-skilled); Form strippers; scootcrete and calf dozer; portable compressors; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver															
05-1-13	22.08	2.20	2.30	0.10	4.00	0.05	0.10	0.60	0.30	0.05	0.05	31.83	3%	0.37	0.18
05-1-14	22.71	2.27	2.35	0.10	4.20	0.05	0.10	0.60	0.35	0.05	0.05	32.83	3%	0.40	0.20
05-1-15	23.44	2.34	2.40	0.10	4.40	0.05	0.10	0.60	0.40	0.05	0.05	33.93	3%	0.40	0.20
Local 183 – Group 3: Labourers (skilled - Group No. 1); Pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers															
05-1-13	22.12	2.21	2.30	0.10	4.00	0.05	0.10	0.60	0.30	0.05	0.05	31.88	3%	0.37	0.18
05-1-14	22.75	2.28	2.35	0.10	4.20	0.05	0.10	0.60	0.35	0.05	0.05	32.88	3%	0.40	0.20
05-1-15	23.48	2.35	2.40	0.10	4.40	0.05	0.10	0.60	0.40	0.05	0.05	33.98	3%	0.40	0.20
Local 183 – Group 4: Labourers (skilled - Group No. 2); Drillers (all types); wagon drills, etc.; powderman															
05-1-13	22.18	2.21	2.30	0.10	4.00	0.05	0.10	0.60	0.30	0.05	0.05	31.94	3%	0.37	0.18
05-1-14	22.81	2.28	2.35	0.10	4.20	0.05	0.10	0.60	0.35	0.05	0.05	32.94	3%	0.40	0.20
05-1-15	23.54	2.35	2.40	0.10	4.40	0.05	0.10	0.60	0.40	0.05	0.05	34.04	3%	0.40	0.20
Local 183 – Group 5: Labourers (skilled - Group No. 3); Carpenters; linemen; truck driver (over 3/4 ton)															
05-1-13	22.48	2.24	2.30	0.10	4.00	0.05	0.10	0.60	0.30	0.05	0.05	32.27	3%	0.37	0.18
05-1-14	23.11	2.31	2.35	0.10	4.20	0.05	0.10	0.60	0.35	0.05	0.05	33.27	3%	0.40	0.20
05-1-15	23.84	2.38	2.40	0.10	4.40	0.05	0.10	0.60	0.40	0.05	0.05	34.37	3%	0.40	0.20
Local 183 – Group 5B: AZ/DZ Driver															
05-1-13	22.93	2.29	2.30	0.10	4.00	0.05	0.10	0.60	0.30	0.05	0.05	32.77	3%	0.37	0.18
05-1-14	23.11	2.31	2.35	0.10	4.20	0.05	0.10	0.60	0.35	0.05	0.05	33.77	3%	0.40	0.20
05-1-15	24.29	2.43	2.40	0.10	4.40	0.05	0.10	0.60	0.40	0.05	0.05	34.87	3%	0.40	0.20

## **ARTICLE 6 - VACATION WITH PAY AND STATUTORY HOLIDAY PAY TRUST FUND**

6.01 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 wage earned.

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

6.03 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:

1. firstly, applied against the administration costs of the Fund;
2. secondly, applied towards creating a reasonable reserve to be established by the Trustees based on past efficiencies;
3. 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.

Payments into the Fund shall be made by the fifteenth (15th) day of the month following the month for which payment is due.



## **ARTICLE 7 - TRAVEL ALLOWANCE OLRB AREA 8 ONLY**

7.01 In OLRB Area 8 a two-zone system will be established as follows:

Zone 1 is a Free Zone and is defined as the area lying within the following boundaries:

On the west side of County Line #23; On the south side of Highway #9

On the east side of Burloak Drive in Oakville or their extensions and including the Town of Newmarket.

Zone 2 is defined as the area outside of Zone 1 and within the geographic area of this Agreement.

### 7.02 **Travel Pay**

An employee travelling to a job inside Zone 1 will receive no wages for time spent travelling to and from the job, unless the employee is part of a crew required in the operation of a vacuum excavation truck or directional drill. An employee who is part of a crew required in the operation of a vacuum excavation truck or directional drill, other than the driver, will be paid at straight time rates for all time spent travelling from the yard or assembly point to and from the job in excess of fifteen (15) minutes each way. An employee travelling to a job outside of Zone 1 on a daily basis will receive his regular rate of pay at straight time from the boundary of Zone 1 to the job and his regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of his shift.

7.02.01 All AZ/DZ drivers and Vacuum Truck drivers will be paid at the appropriate hourly rate including, where appropriate, overtime, while travelling to and from the jobsites within the territorial jurisdiction of Local 183 for all such hours worked.

### 7.03 **Daily Travel Allowance**

An employee travelling to a job in his own vehicle inside of Zone 1 will receive no allowance. An employee who is required by the Employer to use his own vehicle to travel to a job in Zone 2 will receive an allowance of forty-five cents (\$0.45) per road kilometre each way from the Employer's base of operation. The travel allowance will not apply when employees are transported in a company vehicle by the Employer.

### 7.04 **Out-of-Town Allowance**

An employee sent by the Employer to a job outside of Zone 1, and who is required by the Employer to remain away from his normal place of residence, will receive his regular rate of pay at straight time from the boundary of Zone 1 upon his commencement of employment on the job, and his regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of the job, and the following allowances:

#### **.01 Travel Allowance**

An employee who is required by the Employer to use his own vehicle to travel to a job outside of Zone 1 shall be paid an allowance of fifty-five cents (\$0.55) per kilometre from the Employer's base of operations to the job at commencement of employment on the job, and fifty-five cents (\$0.55) per kilometre from the job to the Employer's base of operations at the end of the job. As well as the per kilometre payment, wages as per Article 4.01 will apply. The travel allowance shall not apply when employees are transported in a company vehicle by the Employer.

#### **.02 Board Allowance**

An employee sent by the Employer to a job outside of Zone 1, and who is required by the Employer to remain away from his normal place of residence, and where the job is within one hundred (100) road kilometres from the boundary of Zone 1, will be paid, at the Employer's discretion, a

board allowance of fifty dollars (\$50.00) per day or a travel allowance in accordance with 5.04.01 above. Where the job is more than one hundred (100) road kilometres from the boundary of Zone 1, the employee will be paid a board allowance one hundred and five dollars (\$105.00) per day.

#### 7.05 **New Additional Yard**

When the Employer contemplates operating from an additional permanent yard, the Employer agrees to notify the Union and the Employer fully agrees to make every effort to redirect employees whose domicile is closer to the new location; and further, the Employer agrees to supply transportation from the old yard to the new yard for employees whose domicile is closer to the old yard. It is further understood that travel time will not apply under these circumstances.

#### 7.06 **Permanent Yard**

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

## **ARTICLE 8 - JOINT COMMITTEE**

8.01 The parties agree to the establishment within three (3) months of the signing of this Agreement, of a Joint Committee of equal representatives of the Metropolitan Toronto Road Builders' Association, Metropolitan Toronto Sewer and Watermain Association; The Heavy Construction Association of Ontario, The Utility Contractors' Association of Ontario and Labourers' International Union of North America, Local 183, for the purpose of finding ways and means of employing workers who are unable to resume their regular jobs due to injury or illness. Any decisions or recommendations made by the said Joint Committee shall be binding upon all utility contractors bound by this or a similar or like collective agreement.

8.02 The parties agree to continue with the Joint Committee of equal

representatives of the Employers and the Union for the purpose of issuing recognized identification cards noting the employee's classification. The issuance of such cards will be based upon certifications given by the Employer and/or such criteria or such standards as the Committee may adopt from time to time. The Committee shall continue to determine which classifications contained in the groups in Appendix 'B' hereto, shall be subject to this procedure.

8.03 It is agreed that in the event of a dispute arising with regard to the ability by an employee to perform his assigned work, it is understood that the issuance of any such certifications shall be one factor among others where such employee is subsequently disciplined.

## **ARTICLE 9 - OTHER CONDITIONS**

### **9.01 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.

### **9.02 Breach of Collective Agreement by the 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 projects where the Employer is engaged and the Employer agrees that such refusal to work or such 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.

### 9.03 **Ergonomic Training**

**.01** 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.

**.02** Union Stewards and 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.

**.03** The Union shall ensure that in issuing a referral slip under Article 6.02 above, the employee has taken the ergonomics training course or that arrangements have been made to comply with 9.03.01 hereof.

**.04** All of the above training shall not be performed on the Employer's time.

### 9.04 **Transfer of Funds**

During the lifetime of this Agreement, the Union shall have the right, subject to the approval of the Trustees at any time, to require the Employer to change the amounts of contributions to any Trust Funds other than the Vacation with Pay Trust Fund by transferring any portion of the contribution required to be made to any particular Trust Fund to any other Trust Fund, provided that there shall be no increase in the total monetary contributions required to be made under this Agreement and also provided that the Trust Fund to which the contribution is redirected to is part of this Collective Agreement.

# ARTICLE 10 - EXPEDITED ARBITRATION SYSTEM

## 10.01 Arbitrator

The permanent Arbitrator for the purpose of the Expedited Arbitration Process herein is Robert Herman. In addition, Louisa Davie and/or Jules Bloch may also act as alternates to the permanent Arbitrator, depending on the availability of Robert Herman and each other within the scheduling constraints of this Expedited Arbitration System.

## 10.02 Procedure

**.01** The term "grievance" wherever used in this Enforcement Agreement shall mean a grievance concerning the interpretation, application, administration or alleged violation of a provision of the Collective Agreement relating to payment for remittances on behalf of any employee and/or all other monetary provisions established by the Collective Agreement.

**.02** Any party bound by this procedure may initiate the Expedited Arbitration Process by service of a grievance in writing, by facsimile transmission, regular mail or courier (including Canada Post Courier) upon the Contractor and the Arbitrator.

**.03** After five (5) business days from service of the grievance, the Union may refer the grievance to Expedited Arbitration hereunder. Notice of such Referral to Expedited Arbitration shall be served by facsimile transmission, regular mail or courier (including Canada Post Courier) upon the Contractor and the Arbitrator.

**.04** Service shall be effective on receipt if facsimile transmission is used or shall be deemed to have occurred on the third weekday after mailing if regular mail is used.

**.05** The Arbitrator shall commence the Expedited Arbitration

Hearings within five (5) days from service of the Referral. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournment will not be granted because of unavailability of counsel, for business demands or because a party asks for additional time to prepare.

**.06** Subject to the discretion of the Arbitrator, the Expedited Arbitration shall be held at the Union's premises and may be scheduled by the Arbitrator to commence after business hours.

**.07** Where the Arbitrator finds the Contractor in breach of the Agreement, the Arbitrator shall order the Contractor to pay all amounts owing with respect to violations of the Agreement.

- Where the grievance commenced within ninety (90) days after the circumstances, giving rise to the grievance became known or ought reasonably to have become known to the Union, the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of all unpaid amounts owed directly to the employee(s);

- Where the grievance is initiated at any time beyond ninety (90) days after the circumstances, giving rise to the grievance became known or ought reasonably to have become known to the Union, the Arbitrator shall award seventy-five percent (75%) of all unpaid amounts to be paid to the affected employee(s) owed directly to the employee(s). The remaining twenty-five percent (25%) of such amounts shall be paid to a charity of the Union's choice;

- The Arbitrator shall award one hundred percent (100%) recovery of all amounts which should have been remitted under the terms of the Collective Agreement;

- The provisions of this section are to be integrated and applied in conjunction with the provisions contained in the Collective Agreement

for the filing of grievances and are without prejudice to the rights of any of the parties hereunder.

- In addition to any other amounts owing under the Collective Agreement, where the Arbitrator finds a violation, then the Arbitrator shall order the Contractor to pay damages of an additional five percent (5%) of the total amount of the award to a charity of the Union's choice.

**.08** The Arbitrator shall not have the jurisdiction to apply any principles of estoppels or waiver to reduce any amounts payable by the Contractor in respect of such violations.

**.09** The Arbitrator shall have the power to make the Arbitrator's costs (fees and expenses) an award or part of an award to be paid by the unsuccessful party.

**.10** At Expedited Arbitration the Arbitrator shall not have any power to alter or change any of the provisions of this Enforcement System or substitute any new provisions for any existing provision or give any decision inconsistent with the provision of this Enforcement System and the Collective Agreement.

## **ARTICLE 11 - CONSTRUCTION CRAFT WORKER APPRENTICESHIP**

11.01 The purpose of this Article is to provide a program to train skilled tradesmen by making provisions for Apprentices in power, energy and communications construction, maintenance and similar work.

11.02 "Apprentice" means an employee within Local 183 classifications considered to be in the training stage of his or her career by Local 183. Except as allowed for in Articles 11.06 and 11.07 below, all Apprentices shall be registered as such with Local 183 prior to being employed as Apprentices by any Employer.



11.03 When the Employer wishes to employ an Apprentice, the Employer shall make a request to the Local 183 Life Long Learning Centre. The Life Long Learning Centre shall make immediate efforts to dispatch an Apprentice within five (5) days of receipt of the request. Any person not dispatched in accordance with this Article shall not be considered to be an Apprentice for the purposes of this Agreement except as provided for in Articles 11.06 and 11.07 below.

11.04 The said Apprentices shall be obliged to attend all relevant Health and Safety Training Programs offered at the Local 183 Life Long Learning Centre on their own time at no cost to the Employer.

11.05 **Training Requirements**

	Rate	Hours
Phase 1	60% of full rate	0 – 800 hours
Phase 2	75% of full rate	800 – 1600 hours
Phase 3	85% of full rate	1600 – 2400 hours

Above 2400 hours and successful completion of the exam, the full rate will apply.

11.06 If the Union cannot supply such Apprentices to the Employer under Article 11.03, the Employer has the right to employ Apprentices from other sources. Such persons shall, as a condition of employment, and continued employment, be required to apply for membership in Local 183 and become registered as Apprentices within ten (10) working days of hiring.

11.07 If the Union cannot supply such Apprentices resident in Simcoe County for work in Simcoe County to the Employer under Article 11.03, the Employer has the right to employ Apprentices from other sources. Such persons shall, as a condition of employment, and continued employment,

be required to apply for membership in Local 183 and become registered as Apprentices within ten (10) days of hiring.

11.08 The Employer has the right to hire one (1) Apprentice per five (5) employees in the Local 183 portion of the bargaining unit.

11.09 Any person who is not registered as an Apprentice in accordance with the provisions of Articles 11.02, 11.06 or 11.07 (whichever is applicable) shall receive the full rate for the relevant period of employment.

11.10 If the ratio set out in Article 11.08 is not complied with, then all Apprentices shall receive the full rate for the relevant period of employment.

11.11 It is agreed that prior to laying off any full-rate employees, all Apprentices will be laid off. It is further agreed that a full-rated employee who has been laid off by the Employer within two (2) months of the date of recalling or employing any Apprentice will be offered recall prior to recalling or employing any Apprentice. It is further agreed that prior to requesting or employing any new Apprentices, the Employer will offer recall to any Apprentices which it has laid off within two (2) months, providing that such Apprentices are capable of performing the available work.

## APPENDIX 2

### LOCAL 247 KINGSTON

## ARTICLE 1 - WAGE RATES AND CLASSIFICATIONS

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

<b>Out of Town Allowance, Living Allowance and Travel</b>										
1. There shall be a forty (40) kilometer free zone around Kingston City Hall. When the project is beyond the free zone, employees shall receive a daily travel allowance as shown in the table below.										
<b>Local 247 – Labourers: Form strippers, scootercrete 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</b>										
Effective Date	Hourly Rate	Vacation Pay	Local Fund 1	Pension Fund	Welfare Fund	Training Fund	Total Package	WD Ded.	OPDC Dues	Ind. Fund
05-1-13	21.52	2.15	0.80	4.10	2.55	0.30	31.42	0.54	0.37	0.18
05-1-14	22.11	2.21	0.90	4.20	2.60	0.30	32.32	0.56	0.40	0.20
05-1-15	22.70	2.27	1.00	4.50	2.65	0.30	33.42	0.58	0.40	0.20
<b>Local 247 – Labourers: (Skilled Group 1.) Pipelayers and conduit layers (all types and materials), jack hammer operator, air auger man, formsetters, concrete finishers</b>										
05-1-13	21.81	2.18	0.80	4.10	2.55	0.30	31.74	0.54	0.37	0.18
05-1-14	22.40	2.24	0.90	4.20	2.60	0.30	32.64	0.56	0.40	0.20
05-1-15	22.99	2.30	1.00	4.50	2.65	0.30	33.74	0.58	0.40	0.20
<b>Local 247 – Labourers: (Skilled Group 2.) Electricians, carpenters, linemen, float drivers, tunnel workers, where tunnel is in excess of 16' in length excluding shallow tree tunnels</b>										
05-1-13	22.60	2.26	0.80	4.10	2.55	0.30	32.61	0.54	0.37	0.18
05-1-14	23.19	2.32	0.90	4.20	2.60	0.30	33.51	0.56	0.40	0.20
05-1-15	23.78	2.38	1.00	4.50	2.65	0.30	34.61	0.58	0.40	0.20
<b>Local 247 – Labourers: (Skilled Group 3.) Drillers (all types), wagon drills, etc., powderman, truck drivers</b>										
05-1-13	24.12	2.41	0.80	4.10	2.55	0.30	34.28	0.54	0.37	0.18
05-1-14	24.71	2.47	0.90	4.20	2.60	0.30	35.18	0.56	0.40	0.20
05-1-15	25.30	2.53	1.00	4.50	2.65	0.30	36.28	0.58	0.40	0.20
<b>Local 247 – Flagperson</b>										
05-1-13	19.80	1.98	0.80	4.10	2.55	0.30	29.53	0.54	0.37	0.18
05-1-14	20.39	2.04	0.90	4.20	2.60	0.30	30.43	0.56	0.40	0.20
05-1-15	20.98	2.10	1.00	4.50	2.65	0.30	31.53	0.58	0.40	0.20
<b>Local 247 – Working Foreman</b>										
05-1-13	25.03	2.50	0.80	4.10	2.55	0.30	35.28	0.54	0.37	0.18
05-1-14	25.62	2.56	0.90	4.20	2.60	0.30	36.18	0.56	0.40	0.20
05-1-15	26.21	2.62	1.00	4.50	2.65	0.30	37.28	0.58	0.40	0.20
Note: No employee shall suffer a reduction in his/her current hourly wage rate as a result of the implementation of this schedule.										

## ARTICLE 2 - TRAVEL ALLOWANCE AND LIVING ALLOWANCE

.01 There shall be a forty (40) kilometer free zone around the Kingston City Hall. When employees travel beyond the free zone, they shall receive a daily travel allowance as shown below:

Effective Date	Distance			
	41 - 60 km	61 - 80 km	81 - 110 km	Over 110 km
May 1, 2013	\$26.50	\$42.40	\$47.70	\$47.70 plus \$0.37 per km

When an employee travels in a company vehicle, half the above allowance shall be paid.

.02 The Employer shall pay the cost of suitable room and board, and provide an allowance of forty dollars (\$40.00) per day to employees who are required to remain away from home.

# APPENDIX 3

## LOCAL 493 SUDBURY

### WAGE RATES AND CLASSIFICATIONS

Local 493 - Group 1: Labourers												
Effective Date	Hourly Rate	Vac. Pay 9%	Welfare & Schol. Fund	Pension	Train. Fund	Org. Fund	Sup. Pens.	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05-1-13	20.01	1.80	2.25	4.70	0.45	0.10	0.50	0.05	29.86	3%	0.37	0.18
05-1-14	20.42	1.84	2.25	4.80	0.50	0.10	0.70	0.05	30.66	3%	0.40	0.20
05-1-15	20.79	1.87	2.25	5.00	0.50	0.10	0.90	0.05	31.46	3%	0.40	0.20
Local 493 - Group 2 - Powderman Helper												
05-1-13	20.06	1.80	2.25	4.70	0.45	0.10	0.50	0.05	29.91	3%	0.37	0.18
05-1-14	20.47	1.84	2.25	4.80	0.50	0.10	0.70	0.05	30.71	3%	0.40	0.20
05-1-15	20.83	1.88	2.25	5.00	0.50	0.10	0.90	0.05	31.51	3%	0.40	0.20
Local 493 - Group 3 - Labourers (semi-skilled); Form strippers; scootcrete and calf dozer; driver; portable compressors; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver												
05-1-13	20.11	1.81	2.25	4.70	0.45	0.10	0.50	0.05	29.97	3%	0.37	0.18
05-1-14	20.52	1.85	2.25	4.80	0.50	0.10	0.70	0.05	30.77	3%	0.40	0.20
05-1-15	20.89	1.88	2.25	5.00	0.50	0.10	0.90	0.05	31.57	3%	0.40	0.20
Local 493 - Group 4 - Labourers (skilled - Group No. 1); Pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers												
05-1-13	20.16	1.81	2.25	4.70	0.45	0.10	0.50	0.05	30.02	3%	0.37	0.18
05-1-14	20.57	1.85	2.25	4.80	0.50	0.10	0.70	0.05	30.81	3%	0.40	0.20
05-1-15	20.94	1.88	2.25	5.00	0.50	0.10	0.90	0.05	31.62	3%	0.40	0.20
Local 493 - Group 5 - Labourers (skilled - Group No. 2); Drillers (all types); wagon drills, etc.; powderman; truck driver												
05-1-13	20.19	1.82	2.25	4.70	0.45	0.10	0.50	0.05	30.06	3%	0.37	0.18
05-1-14	20.61	1.85	2.25	4.80	0.50	0.10	0.70	0.05	30.86	3%	0.40	0.20
05-1-15	20.97	1.89	2.25	5.00	0.50	0.10	0.90	0.05	31.66	3%	0.40	0.20
Local 493 - Group 6 - Labourers (skilled - Group No. 3); Carpenters; linemen; float driver; hydraulic drillers												
05-1-13	20.50	1.85	2.25	4.70	0.45	0.10	0.50	0.05	30.40	3%	0.37	0.18
05-1-14	20.92	1.88	2.25	4.80	0.50	0.10	0.70	0.05	31.20	3%	0.40	0.20
05-1-15	21.28	1.92	2.25	5.00	0.50	0.10	0.90	0.05	32.00	3%	0.40	0.20
Local 493 - Group 7 - Labourers (skilled - Group No. 4); Electricians; tunnel workers where tunnel is in excess of sixteen feet (16') in length, excluding shallow tree tunnels												
05-1-13	20.50	1.85	2.25	4.70	0.45	0.10	0.50	0.05	30.40	3%	0.37	0.18
05-1-14	20.92	1.88	2.25	4.80	0.50	0.10	0.70	0.05	31.20	3%	0.40	0.20
05-1-15	21.28	1.92	2.25	5.00	0.50	0.10	0.90	0.05	32.00	3%	0.40	0.20
Local 493 - Group 8 - Working Foreman												
05-1-13	20.86	1.88	2.25	4.70	0.45	0.10	0.50	0.05	30.79	3%	0.37	0.18
05-1-14	21.27	1.92	2.25	4.80	0.50	0.10	0.70	0.05	31.59	3%	0.40	0.20
05-1-15	21.64	1.95	2.25	5.00	0.50	0.10	0.90	0.05	32.39	3%	0.40	0.20

## **ARTICLE 1 - REMITTANCES**

- (a) One cheque payable to the Labourers' Pension Fund of Central and Eastern Canada PO Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1 will cover Pension, Tri-Fund and OPDC Dues
- (b) One cheque payable to "Labourers' Local 493", 392 Montague Ave., Sudbury, ON P3C 4G5 will cover Training, Organizing, Working Dues, Monthly Dues, Supplemental Pension, Health & Welfare and RST

## **ARTICLE 2 – UNION REPRESENTATION LEAVE OF ABSENCE**

2.01 Officers of the Local Union shall be granted a leave of absence when required by the Local Union provided that the Employer receives adequate notice.

# APPENDIX 4

## LOCAL 527 OTTAWA

### WAGE RATES AND CLASSIFICATIONS

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

Local 527 – Group 1: Labourers (unskilled)												
Effective Date	Hourly Rate	Vac. Pay 10%	Welfare Benefits	PST	Local Wkg Dues	Train. Fund	Local Org. Fund	Pens. Fund	Cdn. Tri-Fund	OPDC Dues	Total Pkg.	Ind. Fund
05-1-13	22.08	2.21	2.48	0.116	Incl. in	Incl. in	0.05	4.62	0.05	0.37	31.974	0.18
05-1-14	22.81	2.28	2.55	0.120	Welfare	Welfare	0.05	4.82	0.05	0.40	33.081	0.20
05-1-15	23.63	2.36	2.60	0.124	Benefits	Benefits	0.05	5.02	0.05	0.40	34.237	0.20
Local 527 – Group 2: Powderman Helper												
05-1-13	24.57	2.46	2.48	0.116	Incl. in	Incl. in	0.05	4.62	0.05	0.37	34.713	0.18
05-1-14	25.30	2.53	2.55	0.120	Welfare	Welfare	0.05	4.82	0.05	0.40	35.820	0.20
05-1-15	26.12	2.61	2.60	0.124	Benefits	Benefits	0.05	5.02	0.05	0.40	39.976	0.20
Local 527 – Group 3: Labourers (semi-skilled); Form strippers; scootcrete and calf dozer; driver; portable compressors; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver												
05-1-13	24.57	2.46	2.48	0.116	Incl. in	Incl. in	0.05	4.62	0.05	0.37	34.713	0.18
05-1-14	25.30	2.53	2.55	0.120	Welfare	Welfare	0.05	4.82	0.05	0.40	35.820	0.20
05-1-15	26.12	2.61	2.60	0.124	Benefits	Benefits	0.05	5.02	0.05	0.40	36.976	0.20
Local 527 – Group 4: Labourers: (skilled - Group No. 1); Pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers												
05-1-13	24.57	2.46	2.48	0.116	Incl. in	Incl. in	0.05	4.62	0.05	0.37	34.713	0.18
05-1-14	25.30	2.53	2.55	0.120	Welfare	Welfare	0.05	4.82	0.05	0.40	35.820	0.20
05-1-15	26.12	2.61	2.60	0.124	Benefits	Benefits	0.05	5.02	0.05	0.40	36.976	0.20
Local 527 – Group 5: Labourers (skilled - Group No. 2); Drillers (all types); wagon drills; etc.; powderman; truck driver												
05-1-13	24.57	2.46	2.48	0.116	Incl. in	Incl. in	0.05	4.62	0.05	0.37	34.713	0.18
05-1-14	25.30	2.53	2.55	0.120	Welfare	Welfare	0.05	4.82	0.05	0.40	35.820	0.20
05-1-15	26.12	2.61	2.60	0.124	Benefits	Benefits	0.05	5.02	0.05	0.40	36.976	0.20
Local 527 – Group 6: Labourers (skilled - Group No. 3); Carpenters; linemen; float driver												
05-1-13	24.57	2.46	2.48	0.116	Incl. in	Incl. in	0.05	4.62	0.05	0.37	34.713	0.18
05-1-14	25.30	2.53	2.55	0.120	Welfare	Welfare	0.05	4.82	0.05	0.40	35.820	0.20
05-1-15	26.12	2.61	2.60	0.124	Benefits	Benefits	0.05	5.02	0.05	0.40	36.976	0.20

## Local 527 OTTAWA (cont.)

Local 527 – Group 7: Labourers (skilled - Group No. 4); Electricians; tunnel workers where tunnel is in excess of sixteen feet (16') in length, excluding shallow tree tunnels												
Effective Date	Hourly Rate	Vac. Pay 10%	Welfare Benefits	PST	Local Wkg Dues	Train. Fund	Local Org. Fund	Pens. Fund	Cdn. Tri-Fund	OPDC Dues	Total Pkg.	Ind. Fund
05-1-13	24.57	2.46	2.48	0.116	Incl. in Welfare Benefits	Incl. in Welfare Benefits	0.05	4.62	0.05	0.37	34.713	0.18
05-1-14	25.30	2.53	2.55	0.120			0.05	4.82	0.05	0.40	35.820	0.20
05-1-15	26.12	2.61	2.60	0.124			0.05	5.02	0.05	0.40	36.976	0.20
Local 527 – Group 8: Working Foreman												
05-1-13	26.90	2.69	2.48	0.116	Incl. in Welfare Benefits	Incl. in Welfare Benefits	0.05	4.62	0.05	0.37	37.276	0.18
05-1-14	27.63	2.76	2.55	0.120			0.05	4.82	0.05	0.40	38.383	0.20
05-1-15	28.45	2.85	2.60	0.124			0.05	5.02	0.05	0.40	39.539	0.20

**ASBESTOS REMOVAL:** Employees who perform asbestos removal shall receive a fifty cent (\$0.50) premium above the Skilled Labourer's hourly rate.

### Note:

(1) Unskilled workers will receive a fifty cent (\$0.50) increase every six (6) months until the skilled workers rate is reached.

(2) The hourly rates shown have been reduced by the amount of the contributions for LIUNA Local 527 Administration and LIUNA Ontario Provincial District Council and each employee covered by this Schedule has agreed to the reduction.

(3) The base rate for "Bell Canada General Contract" shall be one dollar (\$1.00) less per hour than the above classifications.

## **ARTICLE 2 - ON CALL (STANDBY PAY)**

2.01 There will be a lump-sum payment for standby pay equivalent to one hour's pay per day for each day an employee is On Call and is not required to perform work of any duration.

2.02 The Employer shall post an "On Call Availability List" each Monday for the On Call work required for the following week, where inter-



ested employees may register.

2.03 Employees are required to put their names on the posted “On Call Availability List” prior to the end of shift on that Tuesday to be considered for selection of On Call work.

2.04 The Employer shall notify the selected employee(s), who shall be on call for that week, no later than that Thursday.

2.05 The Employer shall make every effort to distribute the On Call shifts evenly amongst the registered employees.

2.06 When an employee on call is unavailable to receive a call from the Employer to go to work, the Employer shall leave a message. The Employer shall then give the employee twenty (20) minutes to return the call. If the employee does not return the call within that time or is not available to go to work, no standby pay shall be paid for that day.

2.07 Employees scheduled for On Call work who are unavailable over two times shall, on their third infraction, lose all entitled standby pay for that week.

## **ARTICLE 3 - TRAVEL ALLOWANCE AND ROOM AND BOARD**

### **3.01 Out of Town Work**

When an employee is required to work outside the forty-eight (48) kilometers radius from the Parliament Peace Tower, Ottawa, Ontario and the said employee resides within the said radius, he shall receive travel expense allowance commencing from the said radius to and from the job on the basis of fifty five cents (\$0.55) per kilometer travelled with mileage to be based on the nearest direct route.

### 3.02 **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 vehicle for transportation, he shall be paid a vehicle expense of fifty-five cents (\$0.55) per kilometer for all kilometers travelled from the forty-eight (48) kilometer radius.

### 3.03 **Room and Board**

When an employee is required to temporarily relocate and reside at or near a project within one hundred (100) kilometers radius of the Parliament Peace Tower, the sum of fifty dollars (\$50.00) per day or actual cost on presentation of receipts will be paid to the employee for board and lodging.

3.04 An employee who is required to stay out of town (beyond 100 kilometers of the Peace Tower) shall be paid the cost of approved transportation. Board and lodging will be paid at one hundred and five (\$105.00) 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 4 - BEREAVEMENT LEAVE**

The Employer agrees to pay employees who have completed 3 months employment three (3) days paid bereavement leave at 10 hours per day at their regular rate in the event of the passing of an immediate family member ie. Parents, siblings, children, spouse, grand-parents, father-in-law and mother-in-law.

# APPENDIX 5

## LOCAL 607 THUNDER BAY

### WAGE RATES AND CLASSIFICATIONS

Local 607 – Group 1: Labourers										
Effective Date	Hourly Rate	Vac. & Hol. Pay	Health & Welfare	Pension	Train. Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05-1-13	20.25	2.03	2.95	6.46	0.45	0.10	32.23	0.61	0.37	0.18
05-1-14	20.70	2.07	3.00	6.66	0.50	0.10	33.03	0.62	0.40	0.20
05-1-15	21.02	2.10	3.10	6.96	0.55	0.10	33.83	0.63	0.40	0.20
Local 607 – Group 2: Powder Helper										
05-1-13	20.30	2.03	2.95	6.46	0.45	0.10	32.29	0.61	0.37	0.18
05-1-14	20.75	2.08	3.00	6.66	0.50	0.10	33.09	0.62	0.40	0.20
05-1-15	21.07	2.11	3.10	6.96	0.55	0.10	33.89	0.63	0.40	0.20
Local 607 – Group 3: Labourers (Semi skilled) Form stripper, scootcrete and calldozer; driver; portable compressors; small mixer and pump man(4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver										
05-1-13	20.35	2.04	2.95	6.46	0.45	0.10	32.34	0.61	0.37	0.18
05-1-14	20.80	2.08	3.00	6.66	0.50	0.10	33.14	0.62	0.40	0.20
05-1-15	21.12	2.11	3.10	6.96	0.55	0.10	33.94	0.63	0.40	0.20
Local 607 – Group 4: Labourers (Skilled - Group No.1); Pipelayer and conduit layer (all types and materials); Jackhammer operator; air auger man; form setters; concrete Finishers										
05-1-13	20.40	2.04	2.95	6.46	0.45	0.10	32.40	0.61	0.37	0.18
05-1-14	20.85	2.09	3.00	6.66	0.50	0.10	33.20	0.62	0.40	0.20
05-1-15	21.17	2.12	3.10	6.96	0.55	0.10	34.00	0.63	0.40	0.20
Local 607 – Group 5: Labourers (skilled-Group No.2); Drillers (all types); wagon drills, etc; Powderman; truck driver										
05-1-13	20.44	2.04	2.95	6.46	0.45	0.10	32.45	0.61	0.37	0.18
05-1-14	20.90	2.09	3.00	6.66	0.50	0.10	33.25	0.62	0.40	0.20
05-1-15	21.22	2.12	3.10	6.96	0.55	0.10	34.05	0.63	0.40	0.20
Local 607 – Group 6: Labourers (skilled - group No. 3); Carpenters; linemen; float driver; hydraulic drillers										
05-1-13	20.74	2.07	2.95	6.46	0.45	0.10	32.78	0.61	0.37	0.18
05-1-14	21.20	2.12	3.00	6.66	0.50	0.10	33.58	0.62	0.40	0.20
05-1-15	21.52	2.15	3.10	6.96	0.55	0.10	34.38	0.63	0.40	0.20
Local 607 – Group 7: Labourers (skilled - group No. 4); Electricians; tunnel workers where tunnel is in excess of sixteen feet (16) in length, excluding shallow tree tunnels										
05-1-13	20.74	2.07	2.95	6.46	0.45	0.10	32.78	0.61	0.37	0.18
05-1-14	21.20	2.12	3.00	6.66	0.50	0.10	33.58	0.62	0.40	0.20
05-1-15	21.52	2.15	3.10	6.96	0.55	0.10	34.38	0.63	0.40	0.20

## Local 607 THUNDER BAY (cont.)

Local 607 - Group 8: Drillers										
Effective Date	Hourly Rate	Vac. & Hol. Pay	Health & Welfare	Pension	Train. Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05-1-13	24.23	2.42	2.95	6.46	0.45	0.10	36.61	0.61	0.37	0.18
05-1-14	24.68	2.47	3.00	6.66	0.50	0.10	37.41	0.62	0.40	0.20
05-1-15	25.00	2.50	3.10	6.96	0.55	0.10	38.21	0.63	0.40	0.20
Local 607 - Group 9: Powderman										
05-1-13	26.24	2.62	2.95	6.46	0.45	0.10	38.82	0.61	0.37	0.18
05-1-14	26.69	2.67	3.00	6.66	0.50	0.10	39.62	0.62	0.40	0.20
05-1-15	27.01	2.70	3.10	6.96	0.55	0.10	40.42	0.63	0.40	0.20
Local 607 - Group 10: Working Foreman - \$1.50 per hour over the highest rate being supervised.										

**Note:** Five cents (\$0.05) of the above Tri-Fund contribution shall be directed to the Local 607 Tri-Fund c/o

Construction and Allied Workers Local Union 607  
 730 Balmoral Street  
 Thunder Bay, Ontario  
 P7C 5V3

### **Subcontracting:**

1. All drilling and blasting work shall be subcontracted to Employers having Agreements covering the work of Local 607.
2. All clearing operations for the geographic jurisdiction of Local 607 on all cross-country utility work will be subcontracted to Employers having Agreements covering the work with Local 607.

# APPENDIX 6

## LOCAL 625 WINDSOR

### WAGE RATES AND CLASSIFICATIONS

The Counties of Essex and Chatham-Kent

<b>Local 625 – Group 1: Labourers; scootcrete and calf dozer; driver; portable compressors; small mixer and pump man (4" discharge and under); gROUTMAN, mortar man; form setter; form builder; form stripper; concrete finisher; pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; drillers (all types); wagon drills, etc.; powderman; powderman helper; truck driver; storeman and lumber yard attendant; farm tractor driver; tunnel workers where tunnel is in excess of sixteen feet (16') in length, excluding shallow tree tunnels</b>												
Effective Date	Hourly Rate	Vac. Pay 9%	Welfare Benefit	Legal	Pension	Train. Fund	Tri-Fund	Total Pkg.	GRSP	WD Ded. 2% of Total Pkg.	OPDC Dues	Ind. Fund
05-1-13	25.50	2.29	2.40	0.05	5.60	0.25	0.05	36.14	1.00	0.72	0.37	0.18
05-1-14	26.09	2.35	2.50	0.05	5.75	0.35	0.05	37.14	1.00	0.74	0.40	0.20
05-1-15	26.64	2.40	2.60	0.05	6.00	0.50	0.05	38.24	1.00	0.76	0.40	0.20
<b>Local 625 – Group 2: carpenter; linemen; float driver; hydraulic drillers; directional boring; electrician</b> Premium: Sixty Cents (\$0.60) per hour above Group 1 Hourly wage rate												
<b>Local 625 – Group 3: Working foreman</b> Premium: One Dollar Ten Cents (\$1.10) per hour above Group 1 hourly rate												

### Local 625 Schedule A – CATV Wage Schedule

The County of Essex Chatham-Kent

<b>Group 1: Labourers; locator; scootcrete and calf dozer; driver; portable compressors; small mixer and pumpman (4" discharge and under); gROUTMAN, mortar man; form setter; form builder; form stripper; concrete finisher; pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; drillers (all types); wagon drills, etc.; powderman; powderman helper; truck driver; storeman and lumber yard attendant; farm tractor driver; tunnel workers where tunnel is in excess of sixteen (16') in length, excluding shallow tree tunnels</b>												
Effective Date	Hourly Rate	Vac. Pay 9%	Welfare Benefit	Legal	Pension	Train. Fund	Tri-Fund	Total Pkg.	GRSP	WD Ded. 2% of Total Pkg.	OPDC Dues	Ind. Fund
05-1-13	21.83	1.96	2.40	0.05	2.42	0.15	0.05	28.86	1.00	0.58	0.37	0.18
05-1-14	22.41	2.02	2.50	0.05	2.42	0.25	0.05	29.70	1.00	0.59	0.40	0.20
05-1-15	22.95	2.07	2.60	0.05	2.42	0.40	0.05	30.54	1.00	0.61	0.40	0.20
<b>Local 625 – Group 2: carpenter; linemen; float driver; hydraulic drillers; directional boring; electrician</b> Premium: Fifty Cents (\$0.50) per hour above Group 1 Hourly wage rate												
<b>Local 625 – Group 3: Working foreman</b> Premium: One Dollar (\$1.00) per hour above Group 1 hourly rate												
No Regular or current employees working under the Utility Rate Schedule shall suffer a wage reduction if assigned work within the CATV Schedule.												

## Local 625 Schedule B – Apprentice CATV Wage Schedule

### The County of Essex Chatham-Kent

Local 625 – Level 1: 60% of Group 1 of Schedule A												
Effective Date	Hourly Rate	Vac. Pay 9%	Welfare Benefit	Legal	Pension	Train. Fund	Tri-Fund	Total Pkg.	GRSP	WD Ded. 2% of Total Pkg.	OPDC Dues	Ind. Fund
05-1-13	13.10	1.18	–	–	–	–	–	14.28	–	0.58	0.37	0.18
05-1-14	13.45	1.21	–	–	–	–	–	14.66	–	0.59	0.40	0.20
05-1-15	13.77	1.24	–	–	–	–	–	15.01	–	0.61	0.40	0.20
Local 625 – Level 2: 70% of Group 1 of Schedule A												
05-1-13	15.28	1.38	2.40	0.05	–	0.15	0.05	19.31	–	0.58	0.37	0.18
05-1-14	15.69	1.41	2.50	0.05	–	0.25	0.05	19.95	–	0.59	0.40	0.20
05-1-15	16.07	1.45	2.60	0.05	–	0.40	0.05	20.62	–	0.61	0.40	0.20
Local 625 – Level 3: 80% of Group 1 of Schedule A												
05-1-13	17.46	1.57	2.40	0.05	2.42	0.15	0.05	24.10	1.00	0.58	0.37	0.18
05-1-14	17.93	1.61	2.50	0.05	2.42	0.25	0.05	24.81	1.00	0.59	0.40	0.20
05-1-15	18.36	1.65	2.60	0.05	2.42	0.40	0.05	25.53	1.00	0.61	0.40	0.20
Local 625 – Level 4: 90% of Group 1 of Schedule A												
05-1-13	19.65	1.77	2.40	0.05	2.42	0.15	0.05	26.49	1.00	0.58	0.37	0.18
05-1-14	20.17	1.82	2.50	0.05	2.42	0.25	0.05	27.26	1.00	0.59	0.40	0.20
05-1-15	20.66	1.86	2.60	0.05	2.42	0.40	0.05	28.04	1.00	0.61	0.40	0.20
No Regular or current employees working under the Utility Rate Schedule shall suffer a wage reduction if assigned work within the CATV Schedule.												

# APPENDIX 7

## LOCAL 837 HAMILTON

### WAGE RATES AND CLASSIFICATIONS

#### ARTICLE 1

Bell work for Hamilton - Board Area 26 and all work for Niagara – Board Area 5 (Regional Municipality of Niagara and that portion of Regional Municipality of Haldimand-Norfolk coming within the former county of Haldimand)

Local 837 – Group 1: Labourers										
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05-1-13	22.50	2.25	1.90	4.77	0.52	0.10	32.04	0.54	0.37	0.18
05-1-14	22.50	2.25	1.90	4.77	0.52	0.10	32.04	0.54	0.40	0.20
05-1-15	22.50	2.25	1.90	4.77	0.52	0.10	32.04	0.54	0.40	0.20
Local 837 – Group 2: Powderman Helper										
05-1-13	22.57	2.26	1.90	4.77	0.52	0.10	32.10	0.54	0.37	0.18
05-1-14	22.57	2.26	1.90	4.77	0.52	0.10	34.00	0.54	0.40	0.20
05-1-15	22.57	2.26	1.90	4.77	0.52	0.10	35.10	0.54	0.40	0.20
Local 837 – Group 3: Labourers (semi-skilled); form strippers; scootcrete and calf dozer; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver										
05-1-13	22.60	2.26	1.90	4.77	0.52	0.10	32.15	0.54	0.37	0.18
05-1-14	22.60	2.26	1.90	4.77	0.52	0.10	32.15	0.54	0.40	0.20
05-1-15	22.60	2.26	1.90	4.77	0.52	0.10	32.15	0.54	0.40	0.20
Local 837 – Group 4: Labourers (skilled – Group No. 1); pipelayers & conduit layers (all types & materials); jack hammer operator; air auger man; form setters; concrete finishers										
05-1-13	22.66	2.26	1.90	4.77	0.52	0.10	32.21	0.54	0.37	0.18
05-1-14	22.66	2.26	1.90	4.77	0.52	0.10	32.21	0.54	0.40	0.20
05-1-15	22.66	2.26	1.90	4.77	0.52	0.10	32.21	0.54	0.40	0.20
Local 837 – Group 5: Labourers (skilled - Group No. 2); Drillers (all types); wagon drills, etc.; powderman; truckdriver										
05-1-13	22.70	2.27	1.90	4.77	0.52	0.10	32.26	0.54	0.37	0.18
05-1-14	22.70	2.27	1.90	4.77	0.52	0.10	32.26	0.54	0.40	0.20
05-1-15	22.70	2.27	1.90	4.77	0.52	0.10	32.26	0.54	0.40	0.20
Local 837 – Group 6: Labourers (skilled - Group No. 3); Carpenters; linemen; float driver, hydraulic drillers										
05-1-13	23.00	2.30	1.90	4.77	0.52	0.10	32.59	0.54	0.37	0.18
05-1-14	23.00	2.30	1.90	4.77	0.52	0.10	32.59	0.54	0.40	0.20
05-1-15	23.00	2.30	1.90	4.77	0.52	0.10	32.59	0.54	0.40	0.20

## Local 837 HAMILTON (cont.)

Local 837 – Group 7: Labourers (skilled - Group No. 4); electricians; tunnel workers where tunnel is in excess of sixteen feet (16') in length, excluding shallow tree tunnels										
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Pension	Train. Fund	Tri-Fund/OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05-1-13	23.00	2.30	1.90	4.77	0.52	0.10	32.59	0.54	0.37	0.18
05-1-14	23.00	2.30	1.90	4.77	0.52	0.10	32.59	0.54	0.40	0.20
05-1-15	23.00	2.30	1.90	4.77	0.52	0.10	32.59	0.54	0.40	0.20
Local 837 – Group 8: Working Foreman										
05-1-13	23.36	2.35	1.90	4.77	0.52	0.10	32.98	0.54	0.37	0.18
05-1-14	23.36	2.35	1.90	4.77	0.52	0.10	32.98	0.54	0.40	0.20
05-1-15	23.36	2.35	1.90	4.77	0.52	0.10	32.98	0.54	0.40	0.20



**ARTICLE 2**

Hamilton – Board Area 26 (Regional Municipality of Hamilton-Wentworth, City of Burlington, that portion of the geographic township of Beverly annexed by North Dumfries Township and that portion of the Town of Milton within the geographic townships of Nassagaweya and Nelson)

<b>Local 837 – Group 1: Labourers</b>										
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>10% Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pension</b>	<b>Train. Fund</b>	<b>Tri-Fund/OHC</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>OPDC Dues</b>	<b>Ind. Fund</b>
05-1-13	22.86	2.29	1.90	5.27	0.52	0.10	32.94	0.54	0.37	0.18
05-1-14	23.32	2.33	2.15	5.52	0.52	0.10	33.94	0.54	0.40	0.20
05-1-15	23.77	2.38	2.25	6.02	0.52	0.10	35.04	0.54	0.40	0.20
<b>Local 837 – Group 2: Powderman Helper</b>										
05-1-13	22.96	2.29	1.90	5.27	0.52	0.10	33.00	0.54	0.37	0.18
05-1-14	23.37	2.34	2.15	5.52	0.52	0.10	34.00	0.54	0.40	0.20
05-1-15	23.83	2.38	2.25	6.02	0.52	0.10	35.10	0.54	0.40	0.20
<b>Local 837 – Group 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</b>										
05-1-13	22.96	2.30	1.90	5.27	0.52	0.10	33.05	0.54	0.37	0.18
05-1-14	23.42	2.34	2.15	5.52	0.52	0.10	34.05	0.54	0.40	0.20
05-1-15	23.87	2.39	2.25	6.02	0.52	0.10	35.15	0.54	0.40	0.20
<b>Local 837 – Group 4: Labourers (skilled - Group No. 1); Pipelayers &amp; conduit layers (all types &amp; materials); jack hammer operator; air auger man; form setters; concrete finishers.</b>										
05-1-13	23.02	2.30	1.90	5.27	0.52	0.10	33.11	0.54	0.37	0.18
05-1-14	23.47	2.35	2.15	5.52	0.52	0.10	34.11	0.54	0.40	0.20
05-1-15	23.93	2.39	2.25	6.02	0.52	0.10	35.21	0.54	0.40	0.20
<b>Local 837 – Group 5: Labourers (skilled - Group No. 2); Drillers (all types); wagon drills, etc.; powderman; truckdriver</b>										
05-1-13	23.06	2.31	1.90	5.27	0.52	0.10	33.16	0.54	0.37	0.18
05-1-14	23.52	2.35	2.15	5.52	0.52	0.10	34.16	0.54	0.40	0.20
05-1-15	23.97	2.40	2.25	6.02	0.52	0.10	35.26	0.54	0.40	0.20
<b>Local 837 – Group 6: Labourers (skilled - Group No. 3); Carpenters; linemen; float driver, hydraulic drillers</b>										
05-1-13	23.36	2.34	1.90	5.27	0.52	0.10	33.49	0.54	0.37	0.18
05-1-14	23.82	2.38	2.15	5.52	0.52	0.10	34.49	0.54	0.40	0.20
05-1-15	24.27	2.43	2.25	6.02	0.52	0.10	35.49	0.54	0.40	0.20

## Local 837 HAMILTON (cont.)

Local 837 – Group 7: Labourers (skilled - Group No. 4); Electricians; tunnel workers where tunnel is in excess of sixteen feet (16') in length, excluding shallow tree tunnels										
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Pension	Train. Fund	Tri-Fund/OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05-1-13	23.36	2.34	1.90	5.27	0.52	0.10	33.49	0.54	0.37	0.18
05-1-14	23.82	2.38	2.15	5.52	0.52	0.10	34.49	0.54	0.40	0.20
05-1-15	24.27	2.43	2.25	6.02	0.52	0.10	35.59	0.54	0.40	0.20
Local 837 – Group 8: Working Foreman										
05-1-13	24.17	2.42	1.90	5.27	0.52	0.10	34.38	0.54	0.37	0.18
05-1-14	24.63	2.46	2.15	5.52	0.52	0.10	35.38	0.54	0.40	0.20
05-1-15	25.08	2.51	2.25	6.02	0.52	0.10	36.48	0.54	0.40	0.20

# APPENDIX 8

## LOCAL 1036 SAULT STE. MARIE

### WAGE RATES AND CLASSIFICATIONS

Local 1036 – Group 1: Labourers										
Effective Date	Hourly Rate	10% Vac. Pay	Health & Welfare	Pension	Train. Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05-1-13	19.71	1.97	2.60	5.20	0.15	0.05	29.68	1.10	0.37	0.18
05-1-14	20.16	2.02	2.60	5.50	0.15	0.05	30.48	1.10	0.40	0.20
05-1-15	20.80	2.08	2.70	5.50	0.15	0.05	31.28	1.10	0.40	0.20
Local 1036 – Group 2: Powderman Helper										
05-1-13	19.76	1.98	2.60	5.20	0.15	0.05	29.74	1.10	0.37	0.18
05-1-14	20.22	2.02	2.60	5.50	0.15	0.05	30.54	1.10	0.40	0.20
05-1-15	20.85	2.09	2.70	5.50	0.15	0.05	31.34	1.10	0.40	0.20
Local 1036 – Group 3: Labourers (Semi-Skilled); Form Strippers; Scootcrete & Calf Dozer; Driver; Portable Compressors; Small Mixer & Pump Man (4" Discharge & Under); Groutman; Mortar Man; Storeman & Lumber Yard Attendant; Farm Tractor Driver										
05-1-13	19.81	1.98	2.60	5.20	0.15	0.05	29.79	1.10	0.37	0.18
05-1-14	20.26	2.03	2.60	5.50	0.15	0.05	30.59	1.10	0.40	0.20
05-1-15	20.90	2.09	2.70	5.50	0.15	0.05	31.39	1.10	0.40	0.20
Local 1036 – Group 4: Labourers (Skilled-Group No. 1); Pipelayers & Conduit Layers (All Types & Materials); Jack Hammer Operator; Air Auger Man; Form Setters; Concrete Finishers										
05-1-13	19.86	1.99	2.60	5.20	0.15	0.05	29.85	1.10	0.37	0.18
05-1-14	20.32	2.03	2.60	5.50	0.15	0.05	30.65	1.10	0.40	0.20
05-1-15	20.96	2.09	2.70	5.50	0.15	0.05	31.45	1.10	0.40	0.20
Local 1036 – Group 5: Labourers (Skilled-Group No. 2); Drillers (All Types); Wagon Drills, Etc.; Powderman; Truck Driver										
05-1-13	19.91	1.99	2.60	5.20	0.15	0.05	29.90	1.10	0.37	0.18
05-1-14	20.36	2.04	2.60	5.50	0.15	0.05	30.70	1.10	0.40	0.20
05-1-15	21.00	2.10	2.70	5.50	0.15	0.05	31.50	1.10	0.40	0.20
Local 1036 – Group 6: Labourers (Skilled-Group No. 3); Carpenters; Linemen; Float Driver; Hydraulic Drillers										
05-1-13	20.21	2.02	2.60	5.20	0.15	0.05	30.23	1.10	0.37	0.18
05-1-14	20.66	2.07	2.60	5.50	0.15	0.05	31.03	1.10	0.40	0.20
05-1-15	21.30	2.13	2.70	5.50	0.15	0.05	31.83	1.10	0.40	0.20
Local 1036 – Group 7: Labourers (Skilled-Group No. 4); Electricians; Tunnel Workers Where Tunnel Is In Excess Of Sixteen Feet (16') In Length, Excluding Shallow Tree Tunnels										
05-1-13	20.21	2.02	2.60	5.20	0.15	0.05	30.23	1.10	0.37	0.18
05-1-14	20.66	2.07	2.60	5.50	0.15	0.05	31.03	1.10	0.40	0.20
05-1-15	21.30	2.13	2.70	5.50	0.15	0.05	31.83	1.10	0.40	0.20
Local 1036 – Group 8: Working Foreman										
05-1-13	20.56	2.06	2.60	5.20	0.15	0.05	30.62	1.10	0.37	0.16
05-1-14	21.02	2.10	2.60	5.50	0.15	0.05	31.42	1.10	0.40	0.17
05-1-15	21.66	2.16	2.70	5.50	0.15	0.05	32.22	1.10	0.40	0.18

# APPENDIX 9

## LOCAL 1059 LONDON

### WAGE RATES AND CLASSIFICATIONS

Counties of Middlesex, Oxford and Elgin

The minimum basic wage rates for employees performing work covered by this agreement shall be in accordance with the following schedule of work classifications and wage rates. It is understood and agreed that the implementation of the following wage schedule shall not result in a reduction of the hourly rate of any present employee. Where an employee in a higher classification is directed by the Employer to perform work in a lower classification to a such employee will continue to receive the higher rate.

**Local 1059 – Group 1: Labourers; Powderman Helper, form stippers; scootcrete and calf dozer; driver; portable compressors; small mixer and pump man (4" discharge and under); groutman; mortar man; pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers; drillers (all types); wagon drills etc.; truck driver**

Effective Date	Union Admin	OPDC Admin	Hourly Wage Rate	Vac. Pay 10%	Pension	Welfare Benefits	Training	Tri-Fund	Total Pkg.	Ind. Fund
05-1-13	0.56	0.37	28.19	2.81	2.56	2.90	0.25	0.05	36.76	0.18
05-1-14	0.56	0.40	28.19	2.81	3.41	3.00	0.30	0.05	37.76	0.20
05-1-15	0.56	0.40	28.19	2.81	4.31	3.10	0.30	0.05	38.76	0.20

**Local 1059 – Group 2: Formsetter/Carpenter; linemen, float driver; hydraulic drillers; directional boring**

Premium: One dollar (\$1.00) per hour above Group 1 Hourly Wage Rate

**Local 1059 – Group 3: Working Foreman**

Premium: Two dollars (\$2.00) per hour above Group 1 Hourly Wage Rate

\$1.00/hr. worked - RRSP deduction

**Counties of Huron, Bruce and Perth**

The hourly wage rate may be reduced by fifty cents (\$0.50) per hour from the Middlesex, Oxford and Elgin hourly wage rates for work in these Counties for new hire employees. All other contributions and deductions shall be set out in the Middlesex, Oxford and Elgin schedule.

## ARTICLE 1 - GENERAL

1.01 If a conflict arises between the Master Portion and the Local 1059 Schedule then the Local 1059 Schedule shall supersede the Master Portion.

1.02 The Employer agrees to apply all the terms and conditions of this Collective Agreement to members of Local 1059 employed on projects outside of the geographical area of Board Area 3, unless Employer is bound to the entire area covered by the Collective Agreement.

## **ARTICLE 2 - UNION REPRESENTATION**

2.01 (a) Within Local 1059's jurisdiction it is agreed that a Union Steward may be appointed at the sole discretion of the Union. The Union Steward shall be one of the last two (2) employees retained by the Employer at the time of lay off, provided he/she is competent and capable of performing the remaining work. The Union Steward shall be one of the first three (3) employees rehired after lay off. It is also agreed that the Union will appoint only one (1) Steward per Employer.

(b) No discrimination shall be shown against any Union Steward for carrying on his duties but in no case shall his duties interfere with the progress of the work or his duties to the Employer. The Union Steward will be responsible for reporting any disputes to the Employer and the Union Representatives so that these can be taken up in the proper manner without delay.

## **ARTICLE 3 - SAFETY BOOTS**

3.01 For members of Local 1059, the Employer agrees to pay one hundred and thirty dollars (\$130.00) towards the purchase of boots to its employees after four (4) months of employment. Reimbursement of safety boots is limited to one (1) per year.

## **ARTICLE 4 - HOURS OF WORK/OVERTIME AND REPORTING ALLOWANCE**

4.01 (i) The parties agree that the regular hours of work for the duration of the Agreement will be forty-eight (48) hours per week. Monday to Friday inclusive, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time worked after forty-eight (48) hours per week or after ten (10) hours per day, or before seven

o'clock in the forenoon (7:00 a.m.) and six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime of shift work and shall be paid at time and one-half (1 1/2) the regular shift rate, save and except shift work.

(ii) 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 two (2) hours pay. Employees shall remain for the two (2) hours on the job or at the assembly point to be eligible for this payment.

(iii) The parties agree that employees who are called by the Employer for emergency work shall be paid from the time they accept the emergency call until the time they return to employer's yard. All rates of pay shall be in accordance with Article 4.01(i).

## **ARTICLE 5 - MILEAGE**

5.01 For work more than twenty-five (25) km from London City Hall, the Employer will pay the employee who reports to work, mileage at the rate of fifty cents (\$0.50) per km to and from London City Hall to the jobsite.

## **ARTICLE 6 - TRANSPORTATION**

6.01 (i) When the Employer supplies transportation it shall be deemed suitable for passengers by the Ministry of Transportation and all equipment and all materials shall be secured and kept separate from employees.

(ii) An employee required to drive an Employer's vehicle, to and from jobsites, shall be paid for all such hours. Such person shall not be eligible for mileage as set out in Article 5, if such person is paid as set out above.

## **ARTICLE 7 - LODGING**

7.01 Where an employee who is normally employed by the Employer in the London area is required to work out of London and is unable to return home each night, he/she shall be provided suitable lodging by the Employer or be paid for each night, effective May 1st, 2013 one hundred dollars (\$100.00) per day. The employee shall be paid fifteen dollars (\$15.00) additional mileage payment on the last day worked out of town for reporting to work, and an additional fifteen dollars (\$15.00) mileage payment provided the employee has worked four(4) or more hours on the last (departure) day. One mileage payment in accordance with article 5 shall cover both the initial travel to the project and return travel on the last day from the project.

## **ARTICLE 8 - TRAINING PROGRAMS**

8.01 Regular and new employees, shall be required to obtain the following certificates within four (4) months from date of employment:

- Confined Spaces
- Traffic Control
- Standard First Aid
- Introduction to Occupational Health and Safety Act Propane
- Quick Cut/Chain Saw
- Fire Extinguisher
- Fall Arrest/Ladder Training

This requirement is contingent on the availability of the classes being provided by the Labourers' International Union of North America, Local 1059 Training Trust Fund.

Any safety courses not listed above that are provided by the Local 1059 Training Trust Fund, shall be offered to the members of Local 1059 upon the request of the Employer upon the availability of the classes.

## ARTICLE 9 - WORK ZONES

- 9.01
- a) **Zone A** - twenty-five (25) km radius from London City Hall.
  - b) **Zone B** - twenty-five (25) km to sixty (60) km from London City Hall.
  - c) **Zone C** - sixty (60) km to one hundred and twenty (120) km from London City Hall.
  - d) **Zone D** - one hundred and twenty (120) km to one hundred and fifty (150) km to from London City Hall.
  - e) **Zone E** - over one hundred and fifty (150) km from London City Hall.

9.02 Notwithstanding Article 5, mileage shall be capped for each zone set out above as follows:

- a) **Zone A** - No mileage paid
- b) **Zone B** - Nineteen dollars (\$19.00) per day.
- c) **Zone C** - Twenty- seven dollars (\$27.00) per day.
- d) **Zone D** - Forty dollars (\$40.00) per day.
- e) **Zone E** - Fifty-three dollars (\$53.00) per day.
- f) The board allowance considered lodging, shall be paid for all daily trips to projects north of Highway 26 or east of Highway 400, when traveling from London and area and returning the same day.

## ARTICLE 10 - EMPLOYER REMITTANCES

10.01 The Union, with thirty (30) day written notice, may amend the amount of contributions for pension, welfare benefit or training, but any such adjustment shall not affect the total wage package.



The Employer agrees to contribute an amount agreed to in Schedule "A" for the welfare benefits to the jointly and equally trustee LIUNA Local 1059 Benefit Trust Fund or designated alternative with sixty (60) days written notice by Local 1059.

# APPENDIX 10

## LOCAL 1081 CAMBRIDGE

### WAGE RATES AND CLASSIFICATIONS

<b>Local 1081 – Group 1: Labourers; Powderman Helper, Form Strippers; Sootcrete and Calf Dozer; Drivers; Portable Compressors; Small Mixer and Pumpman (4: Discharge and under); Groutman; Mortar Man; Pipelayers and Conduit Layers (all types and materials); Jack Hammer Operator; Air Auger Man; Form Setters; Concrete Finishers; Drillers (all types); Wagon Drills, etc.; Powderman; Truck Driver</b>										
Effective Date	Hourly Rate	Vacation Pay	Health & Welfare	Pension	Training	Tri-Fund	Total Pkg.	Work Dues	OPDC Dues	Ind. Fund
05-1-13	25.46	2.55	2.50	4.00	0.15	0.05	34.71	3%	0.37	0.18
05-1-14	26.01	2.60	2.60	4.25	0.20	0.05	35.71	3%	0.40	0.20
05-1-15	26.60	2.66	2.70	4.50	0.20	0.05	36.71	3%	0.40	0.20
<b>Local 1081 – Group 2: Carpenters; lineman; float drivers; hydraulic drillers; Directional Boring</b> Premium: One dollar (\$1.00) per hour above Group 1 hourly wage rate.										
<b>Local 1081 – Group 3: Working Foreman</b> Premium: Two dollars (\$2.00) per hour above Group 1 hourly wage rate.										

### ARTICLE 1 - SAFETY BOOTS

For members of Local 1081, the Employer agrees to pay one hundred and thirty dollars (\$130.00) towards the purchase of boots to its employees after four (4) months of employments. Reimbursement of safety boots is limited to one (1) per year.

# APPENDIX 11

## LOCAL 1089 SARNIA

### WAGE RATES AND CLASSIFICATIONS

The County of Lambton

<b>Local 1089 – Group 1: Labourers, Powder man Helper (semi-skilled); form strippers; scoot Crete and calf dozer; driver; portable compressors; small mixer and pump man (4" discharge and under); grout man; mortar man; store man and lumber yard attendant; farm tractor driver ; powder man; hydraulic drillers , skilled Labourers ; pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; concrete finishers); tunnel workers where tunnel is in excess of sixteen feet (16') in length, excluding shallow tree tunnels</b>											
Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Pension	Training Fund	Tri-Fund	Total Pkg.	GRSP	WD Ded.	OPDC Dues	Ind. Fund
05-1-13	21.46	2.15	2.05	4.70	0.55	0.05	30.96	1.25	1.25	0.37	0.18
05-1-14	22.24	2.22	2.15	4.70	0.60	0.05	31.96	1.25	1.25	0.40	0.20
05-1-15	23.15	2.31	2.25	4.70	0.60	0.05	33.06	1.25	1.25	0.40	0.20
<b>Local 1089 – Group 2: Formsetter / Carpenter; Lineman; Float Driver; Directional Boring; Electrician</b> Premium : One Dollar (\$1.00) per hour above Group 1 Hourly Wage Rate											
<b>Local 1089 – Group 3: Working Foreman</b> Premium : Two Dollars (\$2.00) per hour above Group 1 Hourly Wage Rate											

## **APPENDIX 12**

### **Collective Agreements**

1. “The Sewer and Watermain Agreement” being a collective agreement between the Metropolitan Toronto Sewer and Watermain Contractors’ Association and the Union.
2. “The Roads Agreement” being a collective agreement between the Toronto and Area Road Builders’ Association and the Union.
3. “The Forming Agreement” being a collective agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
4. “The House Basements Agreement” being a collective agreement between the Residential Low-Rise Forming Contractors’ Association of Metropolitan Toronto and Vicinity and the Union.
5. “The Apartment Builders Agreement” being a collective agreement between the Metropolitan Toronto Apartment Builders’ Association and the Union.
6. “The House Builders Agreement” being a collective agreement between the Toronto Residential Construction Labour Bureau and the Union.
7. “The Concrete and Drain Agreement” being a collective agreement between the Ontario Concrete and Drain Contractors’ Association and the Union.
8. “The Heavy Construction Agreement” being a collective agreement between the Heavy Construction Association of Toronto and the Union.
9. “The Carpentry Agreement” being a collective agreement between The Residential Framing Contractors Association of Metropolitan Toronto and Vicinity Inc. and Labourers’ International Union of North America, Local 183.

10. “The Landscaping Agreement” being a collective agreement between the Landscaping Contractors in Ontario Labour Relations Board Area No.8 and 18 and Labourers’ International Union of North America, Local 183.

11. “The Agreement Covering Building Restorations and Associated Work” being a collective agreement between the Building Restorations and Associated Work Contractors’ Association in Ontario Labour Relations Board Area No.8 and Labourers’ International Union of North America, Local 183.

12. “The Bricklaying and Masonry Residential Sector Agreement” being a collective agreement between various independent Bricklaying and Masonry contractors and Labourers’ International Union of North America, Local 183.

13. “The Marble, Tile, Terrazzo & Cement Masons Agreement” being a collective agreement between various independent Marble, Tile, Terrazzo and Cement Masonry contractors and Labourers’ International Union of North America, Local 183.

14. “The Residential Plumbing Agreement” being a collective agreement between various independent Plumbing contractors and Labourers’ International Union of North America, Local 183.

15. “The Fencing Agreement” being a collective agreement between various independent Fencing contractors and Labourers’ International Union of North America, Local 183.

16. “The Trim Carpentry Agreement” being a collective agreement between independent Trim Carpentry contractors and Labourers’ International Union of North America.

17. “The Residential Roofing Agreement” being a collective agreement between independent residential Roofing contractors and Labourers’ International Union of North America.

18. “The Pipeline Agreements of Canada” being collective agreements between the Pipe Line Contractors Association of Canada and Labourers’ International Union of North America, Ontario Provincial District Council and the affiliated Local Unions.

# MEMORANDUM OF UNDERSTANDING

## B E T W E E N :

**THE UTILITY CONTRACTOR'S ASSOCIATION OF ONTARIO INCORPORATED,  
ON BEHALF OF ITS MEMBER COMPANIES ENGAGED IN POWER,  
ENERGY AND COMMUNICATION CONSTRUCTION, MAINTENANCE  
SIMILAR WORK THROUGHOUT THE PROVINCE OF ONTARIO**

(hereinafter referred to as the "Employer")

- and -

**Labourers' International Union of North America, Ontario Provincial  
District Council and its affiliated Local Unions, 183, 247, 493, 527,  
607, 625, 837, 1036, 1059, 1081 and 1089**

(hereinafter referred to as the "Union")

### New or Existing Entities

The Employer hereby confirms that it is not carrying on associated or related activities or businesses, by or through more than one corporation, individual, firm, syndicate or other entity or association or any combination thereof, under common control or direction that is not signatory to this Collective Agreement. For the purposes of this Article, "activities" include any activities contemplated by the Purpose and Intent, Recognition and/or Scope clauses of this Collective Agreement.

The Parties further agree that all provisions of Sections 1(4) and 69 of the Ontario Labour Relations Act (as they exist on the date of signing) are hereby incorporated into and form part of this Collective Agreement, with such modifications as may be necessary for an arbitrator with jurisdiction arising out of this Collective Agreement and/or the Expedited Arbitration System and/or the Ontario Labour Relations Act, to

have all of the powers that the Board would otherwise have under the provisions of the Act.

Dated this 23rd day of December, 2002.

**The Utility Contractors Association  
of Ontario Incorporated, on behalf  
of its member companies**

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

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