

SOURCE	Union		
EFF.	92	05	01
TERM.	95	04	30
No. OF EMPLOYEES	600		
NOMBRE D'EMPLOYÉS	df		

AGREEMENT BETWEEN

THE ONTARIO FORMWORK ASSOCIATION

and

THE FORMWORK COUNCIL OF ONTARIO

May 1, 1992 - April 30, 1995

SEP 25 1995

02750(05)

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ARTICLE 2 - RECOGNITION

2.01 The Association for and on behalf of the Employers **recognizes** the Union as the Collective Bargaining Agency for all construction employees.

2.02 The Union **recognizes** the Association as the sole and exclusive bargaining agent for all of its members listed in Schedule "A".

2.03 This Agreement shall apply to all employees working in the Province of Ontario including employees working on Federal, Provincial and Municipal projects.

2.04 If and when the Employer, or any shareholder(s) holding major equity or control therein, shall perform or shall cause to be performed any work covered by this Agreement under its company, partnership, enterprise, associate, combination or joint venture, this Agreement shall be applicable to all such work performed under the name of the Employer or the name of any other person, corporation, company, partnership, enterprise, associate, combination or joint venture.

2.05 Cross-Over Clause

Should the Employer perform any work falling within the scope of the following collective agreements with or binding upon the Union then the Employer shall abide by and perform such work in accordance with the terms and conditions of the applicable collective agreement including, but without limiting the generality of the foregoing, any terms and conditions thereof with respect to contracting or subcontracting restrictions.

- (a) "The Roads Agreement" being a Collective Agreement between the Metropolitan Toronto Road Builders' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and Labourers' International Union of North America, Local 183;
- (b) "The Sewer and Watermain Agreement" being a Collective Agreement between the Metropolitan Toronto Sewer & Watermain Contractors' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and Labourers' International Union of North America, Local 183;

- (c) "The Heavy Engineering Agreement" being a Collective Agreement between The Heavy Construction Association of Toronto and Labourers' International Union of North America, Local **183**;
- (d) "The House Basements Agreement" being a Collective Agreement between The Residential Low-Rise Forming Contractors Association of Metropolitan Toronto and Vicinity and Labourers' International Union of North America, Local **183**;
- (e) "The Apartment Builders' Agreement" being a Collective Agreement between the Metropolitan Toronto Apartment Builders Association and Labourers' International Union of North America, Local **183**;
- (f) "The House Builders Agreement" being a Collective Agreement between the Toronto Housing Labour Bureau and Labourers' International Union of North America, Local **183**;
- (g) "The Concrete and Drain Agreement" being a Collective Agreement between the Ontario Concrete & Drain Contractors' Association and A Council of Unions acting as the representative and agent of Labourers' International Union of North America, Local **183** and International Union of Operating Engineers, Local **71**;
- (h) "The **Utilities** Agreement" being a Collective Agreement between the Unions of Contractors Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions;
- (i) "The Residential Housing 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**.
- (j) "The Bricklayer/Masonry Agreement" being a Collective Agreement between **Bricklayers**, Masons Independent Union of Canada, Local 1 and The Residential Framing Contractors' Association of Toronto Inc. or the Collective Agreement between the Residential Framing Contractors' Association of Toronto and Labourers' International Union of North America, Local **183** and independent masonry contractors.

- (k) The "Agreement Covering Building Restoration and Associated Work" being a Collective Agreement between a group of Contractors (**Delso Restoration Limited**) and Labourers' International Union of North America, Local **183**.

ARTICLE 3 - UNION SECURITY

3.01 All employees shall, when working in a position within the bargaining unit described in Article 2.03 hereof, be required, as a condition of employment, to be a member of the Union or Local Union before commencing employment and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement, and all work falling within the scope of this Agreement shall be performed by bargaining unit members only.

3.1 - FOR INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

3.1.A i) The Association agrees that whenever a member of the Association requires personnel to perform work covered by this Agreement, he shall first call the Union office for his requirements.

ii) All personnel hired shall be required to have a clearance card issued by the Union before they start to work unless other arrangements have been made with the Union Dispatcher. Such clearance card will not be unreasonably withheld.

iii) All employees working under this Agreement shall be or become members of the Union and maintain their membership in good standing or be replaced.

iv) The Employer agrees to engage only those subcontractors who are in contractual relations with the Union to perform work covered by this Agreement.

v) Each employee shall, when working in a position within the bargaining unit described in Article 2 hereof, be required, as a condition of employment, to have his regular monthly Union dues, any required working dues, initiation fees and annual assessment uniformly assessed, and checked off. The Employer agrees to make such deductions from the first pay due to the employee in each calendar month and to remit the same to the Union not later than the fifteenth (15th) day of the month following the month for which the remittances are due. The Employer shall, when remitting such dues,

initiation fees and annual assessments, name the employees **from** whose pay such deductions have been made, together with their social insurance number. Such deductions are to be remitted together with the contributions required under Schedule "B", Articles 7.1, 7.2 and 8.1, and as outlined in Article 16.02 of this Agreement.

vi) At the request of either party, a **Pre-job Meeting** will be convened, before work commences.

"B" - FOR LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA

3.B i) In the event that any Employer desires to employ a new employee, the new employee must present to the Employer a referral slip from the Union or Local Union prior to his commencing employment. It is understood and agreed that the Union or Local Union may refuse to issue a referral slip to an employee requested by the Employer or in the event that the employee is not a member in good standing of the Union or Local Union, and subject to Article 30.

(a) Notwithstanding clause **3B(i)**, where any Employer performs work outside the territorial jurisdiction of the Local Union where the Employer's primary/principal business of operations is **located**, the Employer shall employ only members of such Local Union

ii) **Union Dues and Working Dues** - Each employee shall, when working in a position within the bargaining unit described in Article 2 above, be required as a condition of employment to have his regular monthly union dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such union dues and working dues and any changes in the amounts. The Union will provide the Employer with at least thirty (30) days notice of any such changes. The Employer **agrees** to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than the **fifteenth (15th)** day of the month following the month for which the remittances are due to the Secretary-Treasurer of the Union. The Employer **shall**, when remitting such dues, name the employees and their social insurance numbers from whose pay such deductions have been made.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union agrees that it is the exclusive function of the Employer:
- a) to conduct his business in all respects in accordance with his commitments and responsibilities, including the right to manage the jobs, 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, and to maintain order, discipline and efficiency;
 - b) to hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees provided that a claim by an employee that he has been discharged or otherwise disciplined without reasonable cause shall be subject to the provisions of the Grievance Procedure;
 - c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 The parties to this Agreement are agreed that it is of the utmost importance to just complaints and grievances as quickly as possible.
- 5.02 An employee who has a grievance shall discuss the matter with his foreman and may be accompanied by his Steward or Union Representative.
- 5.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Within twenty-one (21) working days after the circumstances giving rise to the grievance occurred or originated (except in the case of a discharge grievance, which shall be presented within five (5) working days), the grievance shall be presented to the Employer in writing, and the parties shall meet to endeavour to

settle the grievance. If a satisfactory settlement is not forthwith reached by the parties, then the grievance may be submitted to a committee consisting of two (2) members of the Union and two (2) members of the Association who shall meet within five (5) working days thereafter, but not later, and if a satisfactory settlement is not reached within five (5) working days from this meeting, and the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 6 below at any time within ten (10) working days thereafter but not later.

5.04 Grievances dealing with alleged violation of hours of work, rates of pay, overtime, travelling and room and board allowances, may be brought forward within three (3) months of such alleged violation. Grievances dealing with payment of Pension contributions, Welfare contributions, Vacation with Pay, remittance of regular monthly dues and working dues and Welfare, Pension and Training Fund Contributions, may be brought forward within 45 days after the circumstances giving rise to the grievance become known, or ought reasonably to have become known. It is further understood that such grievance shall be retroactive to the first day of the alleged violation.

5.05 The Employer agrees to pay interest at the rate of twenty percent (20%) on successful monetary grievances.

ARTICLE 6 - ARBITRATION

6.01 The 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 5 above and which is not settled will be referred to arbitration by a single Arbitrator at the request of either of the parties hereto.

6.02 In the event that the parties will be unable to agree upon an Arbitrator within ten (10) working days from the day of receiving a request to arbitrate, then the matter shall be referred to the Minister of Labour for the Province of Ontario who will be asked to appoint a person to act as an Arbitrator.

6.03 The Arbitrator who has been agreed upon by the parties or appointed by the Minister of Labour as aforesaid, shall arrange a hearing at the earliest possible date, and in every case, all interested parties shall be given at least two (2) clear days notice.

5.04 Upon hearing all of the evidence and submissions of all of the parties to the arbitration hearing, the Arbitrator shall make an award in writing which shall be final and binding. Reasons shall be given in every case, but in order to avoid delay, the reasons need not be given at the time of the making of the award.

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

6.06 Arbitrators 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.

6.07 In determining the time which is allowed in the various steps, Sunday and statutory Holidays shall be excluded, and any time limits may be extended by agreement of the parties in writing.

6.08 The parties to the Agreement shall jointly bear the expenses of the Arbitrator.

ARTICLE 7 - MANAGEMENT AND UNION GRIEVANCES

7.01 It is understood that the 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 any employee.

7.02 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, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward at any time in accordance with Article 5 and if it is not settled, it may be referred to an Arbitrator in the same manner as a grievance of an employee.

ARTICLE 8 - BUSINESS REPRESENTATIVE

8.01 The Business Representative of the Union shall have access to all working **ar** during working hours and the Employer shall assist the Union Representative to obtain a pass to the premises where necessary, but in no case shall his visits interfere with the progress of the work. When visiting a job, he **will** first advise the superintendent or other supervisory personnel of the Employer.

8.02 (a) The Union may appoint one Steward per project per shift. It is further agreed that the Union will have the right to appoint Stewards who are not at the time of their appointment on the payroll of the Employer. On notification of the appointment of the Stewards, the Employer shall immediately employ the Stewards on the project.

(b) Shop Stewards are to be given a reasonable length of time, during working hours, to inspect all working areas of the project and/or projects in question, to verify safety and other working conditions that are applicable in **formwork** construction.

(c) It is also understood that the Shop Steward **will** be shown, at his request, pay cheques, prior to their distribution to the employees.

8.03 No discrimination shall be shown against any Shop Steward for carrying out his duties, but in no case shall his duties interfere with the progress of his work. It is agreed that a Shop Steward may be appointed at the sole discretion of the Union for each separate building of the Employer under active construction. Stewards shall be appointed by a representative of the Union, who shall notify the foreman or other supervisory personnel, at once, before the Steward can be **recognized**. The Shop Steward, all other things being equal, shall be one of the last two (2) men retained on the project if competent to perform the available work remaining.

8.04 It is agreed that the Shop Steward shall not be excluded from his gang for overtime work, provided he is **qualified** and able to do the work.

8.05 It is agreed that upon transferring employees from one project to another, the Employer shall not discriminate against any Shop Steward. The Employer has agreed to transfer the Shop Steward to other project(s) of **the** Employer if work is available, provided that such transfer will not cause a layoff of another employee.

ARTICLE 9 - NO STRIKES - NO LOCKOUTS

9.01 The **Right to Honour Lawful Picket Lines** - In view of the grievance and arbitration procedures provided in this Agreement, there shall be no strikes or lockouts so long as this Agreement continues to operate. The employees of any Employer may refuse to cross a lawful picket line which has been placed at any project where the Employer is engaged and the Employer agrees that the refusal to cross such picket line shall not constitute an unlawful strike within the provisions of the *Ontario Labour Relations Act* or the Employer's Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Council or its member Unions for such conduct. This Article shall only apply to picket lines established by the Council or any of its member Unions. The parties agree that the right to honour lawful picket lines established by the Council or its members shall not become effective until the passage of the enabling legislation in the *Ontario Labour Relations Act*.

ARTICLE 10 - JURISDICTIONAL DISPUTES

10.01 When a work claim dispute arises between the Union and any other Union, person 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 the *Ontario Labour Relations Act*, and in the meantime, work will continue as assigned by the Employer until otherwise directed by the Ontario Labour Relations Board.

10.02 If a work claim dispute arises between member Unions of the Council, such dispute may be referred to a third party as agreed to by the Unions in dispute, for final and binding settlement and the Employer agrees to be bound by such settlement.

ARTICLE 11 - SAFETY, SANITATION AND SHELTER

11.01 The Employer shall provide a proper and adequate place of shelter sufficiently heated, with adequate table and seating space in which the employees covered by this Agreement may eat their lunch.

As well, the Employer shall provide a proper and adequate place, **secure** locked, in which the employees covered by this Agreement may store their clothing and tools. It is understood and agreed that the shelter provided for eating and the **place** provided for storing tools must not be one or the same place. Tools must be stored in completely separate shack.

11.02 In co-operation with the Employer's overall program of accident control and prevention, the Steward and each employee shall report to the foreman for **immediate** investigation any alleged unsafe conditions, unsafe acts or violation of safety regulations for correction if required.

11.03 Every employee shall, as a condition of employment, be required to wear **approved** safety helmet, and the Employer agrees that such helmets may be purchased **from** him at cost. When the Employer makes mandatory the wearing of a specific helmet it **shall** be released on a charge-out basis.

11.04 Every employee shall, as a condition of employment, own and wear **adequate** protective footwear and other personal protective equipment required in the normal **course** of his duties. No employee shall be required to work under abnormal conditions or **during** inclement weather unless the Employer provides him with proper and adequate **protective** clothing or rainwear, as the case may be. If such clothing or rainwear is not returned to the Employer in reasonable condition, having regard to the circumstances, the **Employer** may deduct from the employee's wages, the cost of the same.

11.05 The Employer shall, at his own expense, furnish to any workman injured in his employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary **and** possible.

11.06 An employee who is injured during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the **shift** at his regular rate of pay except where he received compensation from the Workers' Compensation Board.

If, at the direction of the job superintendent or foreman, another employee is required to leave the job site with the injured employee to assist him in getting medical

attention, he shall be paid his regular wages and other benefits for any lost time incurred that day.

1.07 The Union office and the Employer shall be notified immediately of an accident to an employee.

1.08 It is further agreed and understood that if trucks are used for transportation of employees coming within the bargaining unit, that only trucks of crew cab and/or van types shall be used and workmen shall not be expected to ride in the rear material box, or the van if materials are being transported in the van.

1.09 No employees other than the watchman, shall be required to work alone.

1.10 The Employer shall provide his employees with adequate rubber gloves in the event that they are required to operate the concrete vibrator and with adequate safety boots or any employees required to operate concrete buckets.

1.11 The parties hereto agree to establish a Safety Committee composed of three (3) members of the Union and three (3) representatives of the Association. Either party may request that a meeting be held of such Committee monthly, and Minutes of these meetings will be duly recorded.

1.12 Each Employer agrees to provide adequate insurance covering the loss, due to fire or theft, of clothing and/or tools stored in designated areas on the project. In all cases, an employee who has suffered a loss must provide a written and signed statement of the amount of his loss and he shall be reimbursed by the Employer for the full amount of his loss. In no case, however, shall the amount of an employee's loss be more than the depreciated value of the clothing and/or tools lost, as ascertained by the insurance company. It is agreed that in the event that there is a difference between the amount of an employee's loss and the amount recovered by the Employer under the insurance policy because of an insurance deductible clause under the policy, the Employer shall be responsible for paying to the employee the amount of the deductible when reimbursing an employee for the amount of his loss. It is agreed that the Employer's Foreman can compile a list of the employees' tools and equipment at the commencement of employment at the job site. The Employer further agrees that the employees shall be reimbursed no later than thirty (30) days for such tools, clothing and equipment in the event of fire or theft.

11.13 Employees shall be provided with adequate protection from falling material and other hazards on the job, in accordance with the Ontario Construction Safety Act. Adequately heated enclosures or cabs for men operating equipment shall be provided.

11.14 Operators of hoisting equipment shall disregard signals from anyone except competent signalmen.

11.15 A permanent notation shall be affixed on all cranes, derricks, hoists and similar equipment showing the safe working loads.

11.16 The operator of any equipment shall be directly responsible for the safe operation of same, and if in doubt as to the ability of the equipment or as to the load, he shall not move same until safe conditions have been assured.

11.17 When work is to be performed closer than is stipulated as a safe distance to an energized electrical conductor that is capable of energizing the equipment used by the worker, appropriate safety legislation, Act or Code, then an assurance in writing that such procedure is safe shall be obtained and signed by the person or persons controlling the system.

11.18 The Employer shall provide adequate sanitary facilities on the job site commensurate with the number of men employed as set out in Municipal, Provincial and Federal Government Statutes and Regulations.

11.19 In a case of a climbing crane where the cab is mounted on the boom, the Employer shall obtain a letter from a professional engineer or the manufacturer stating that the operation of the crane from this position is safe. The Union shall be furnished with copy of such letter.

Limit switches to be sealed after initial load test and set up.

11.20 Flashlights shall be provided to employees working when necessary.

11.21 Health and Safety Representatives and
Members of Joint Health and Safety Committees

Subject to the rights of Union of Shop Stewards in the case of layoffs as provided for in this Collective Agreement, a Health and Safety Representative and or a member of a joint Health and Safety Committee shall be one of the last live (5) employees retained on any job provided that he is competent and capable of performing the remaining work.

ARTICLE 12 - GOVERNMENT LEGISLATION

12.01 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 provisions without in any way affecting the remainder of the Agreement.

ARTICLE 13 - INCORPORATION OF SCHEDULES

13.01 Attached hereto and forming part of this Agreement are Schedules "A", "B", "C", "D", "E" and "F".

ARTICLE 14 - PRODUCTIVITY

14.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual workman, and both will undertake individually and jointly to promote such increased productivity.

ARTICLE 15 - COFFEE AND LUNCH BREAKS

15.01 Coffee or work breaks will be recognized on all projects during work hours. There will be one (1) break in the first half and another in the second half of each shift. The time of these breaks will be determined by the project superintendent or job foreman, and shall be of not less than ten (10) minutes duration.

A man shall be designated by the Employer to order and deliver coffees to the floor area.

15.02 Regular day **shift** employees shall be allowed a one half-hour lunch break **between** 12 noon and 1:00 p.m., except where different hours are being worked on a two or three **shift** operation. It is understood that no employee shall be required to work more than **five** (5) consecutive hours without a lunch break. It is understood that the Employer has the right to determine when employees shall take their lunch break between the above hours.

15.03 For the purpose of determining starting and quitting times for members of **Local 793**, the employees shall be paid from the time he is available at the Employer's yard or job site or the designated starting time, until he leaves the Employer's yard or job site.

ARTICLE **16** - EMPLOYER CONTRIBUTIONS AND REMITTANCES

16.01 The Employer agrees that the Pension, Welfare, Training and Vacation **Pay** Contributions required to be made on behalf of the employees under this Agreement and the Schedules shall be paid to the Trust Funds designated in Schedule "**F**", or as **designated** by the Union or Local Union.

16.02 (a) All Pension, Welfare, Training and Vacation Pay contributions required to be made under this Agreement and the Schedules shall be remitted not later than **the 15th** day of the month following the month for which contributions are made, together with such supporting information as is specified by the Trustees of the Fund.

(b) All remittances for working dues, regular monthly dues, initiation fees and assessments required to be made under this Agreement and the Schedules shall be remitted not later than the **15th** day of the month following the month for which the remittance is due, except in the case of the remittance of regular monthly dues on behalf of members of International Union of Operating Engineers, **Local 793**, which shall be remitted not later than the **15th** day of the month for which the said dues are deducted.

16.03 At no time shall any Employer pay directly to any employee any amounts required to be contributed by an Employer to a Trust Fund.

16.04 In the event that such payments are received by the Union **after** the said due date, the Employer shall pay liquidated damages to the Union at the rate of one percent (1%) per month or fraction thereof (being the equivalent of twelve percent (12%) per annum calculated monthly not in advance) on the gross amount overdue; and, in the event that

such payments are received more than thirty (30) days after the said due date, the Employer shall pay further liquidated damages to the Union at the rate of ten percent (10%) per month or fraction thereof (being the equivalent of one hundred and twenty percent (120%) per annum calculated monthly not in advance) on the gross amount overdue computed from the 31st day following the due date. However, notwithstanding anything herein contained, in the event that the Employer is late in making such payments on three separate occasions, then it must pay liquidated damages to the Union on the third such occasion at the rate of ten percent (10%) per month or fraction thereof (being the equivalent of one hundred and twenty percent (120%) per annum calculated monthly not in advance) on the gross amount overdue, from the first day that the payment is not received after the said due date.

Such late payments received from the Employer will be applied first to arrears of contributions already owing.

16.05 Deemed Assignment of Compensation under
The *Employment Standards Amendment Act, 1991*

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

ARTICLE 17 - NO SUBCONTRACTING OUT

17.01 The Employer agrees not to contract or subcontract work falling within the scope of this Agreement in the Province of Ontario to contractors or subcontractors other than those who are in contractual relations with the Union.

(a) The Association has agreed to incorporate the minutes of the Settlement between the Carpenters Local 27 and the Labourers Local 183, if also agreed to and signed by the TCA.

(b) The Association has also agreed to amend this agreement if there is a need for any additional understanding reached between the Iron Workers Local **721** and the **Formwork** Council.

17.02 Notwithstanding Article **17.01**, in **O.L.R.B.** Geographic Area No. 8 and **Simco** County, save and except for the **Halton** County portion thereof including premises of the Ford Motor Company, the Employer agrees:

- (a) to subcontract the **rodwork** portion of the work falling within the scope of this Agreement on projects in the industrial, commercial and institutional sector of the construction industry only to subcontractors who are in contractual relations with the International Association of Bridge, Structural and Ornamental Iron Workers, Local **721** and agrees not to perform such work with his own employees; and
- (b) not to subcontract the **rodwork** portion of the work falling within the scope of this Agreement on the following types of projects to subcontractors other than those who are in contractual relations with the Union or with the International Association of Bridge, Structural and Ornamental Iron Workers, Local **721**, namely:
 - (i) any project designed for ICI use and built by an owner/builder for his own benefit. For the purposes of this clause an owner/builder is an owner/builder who owns directly or indirectly or holds a beneficial interest in the project and manages the construction of that project. It is the intention of the parties that this clause be interpreted to permit an owner/builder, as defined herein, to develop projects for his entrepreneurial advantage rather than to act as a general contractor and that this clause be construed accordingly;
 - (ii) **light** industrial buildings;
 - (iii) strip shopping centres or strip shopping plazas of any shape;
 - (iv) parking structures.

7.03 For greater certainty in the application of Article 17.02 above, it is understood and agreed that the Employer shall not subcontract any work falling within the scope of this agreement, including the said rodwork portion thereof, to subcontractors other than those who are in contractual relations with the Union on the following types of projects, namely:

- (i) all types of apartment buildings;
- (ii) all public housing;
- (iii) residential co-operatives;
- (iv) senior citizens and student residences and apartments;
- (v) nursing homes (with the exception of the type of nursing home projects which were determined by the Board to be ICI in nature in the Sword Contracting decision), homes for the aged, rest homes, retirement homes, hostels, and other facilities which provide housing for the elderly and infirm;
- (vi) the residential portions of a multi-towered single complex on a common podium which is divided vertically by lines between commercial and residential use;
- (vii) a separate structure or the residential portion or portions of a multi-towered single complex as defined in paragraph (vi) above, which includes space designed to be used for industrial, commercial, institutional, retail, office, hotel, educational, and/or religious purposes of not more than fifty percent of the gross floor area excluding all recreational facilities

ARTICLE 18 - BREACH OF COLLECTIVE AGREEMENT BY EMPLOYER

18.01 In the event that the Employer fails to comply with Article 16 of this Collective Agreement, the employees may refuse to work and shall have the right to picket at any of the projects where the Employer is engaged and the Employer agrees that such refusal to work, or such picketing, shall not constitute an unlawful strike or unlawful picketing, as the case may be, within the provisions of the Ontario Labour Relations Act or this Collective Agreement, and the Employer agrees not to prosecute any person for such conduct.

18.02 No Employer shall undertake to complete any work at any project where the performance of such work was commenced by another contractor who **failed** or refused to pay any outstanding wages to or to make any outstanding employee benefit **contributions** on behalf of any of his employees. It is further understood and agreed that the amount of damages to be awarded against any Employer for the breach of this provision shall be equivalent to the outstanding wages and employee benefit contributions which were not paid or made, as the case may be, by the delinquent contractor.

ARTICLE 19 - INDUSTRY GRADING AND RETRAINING

19.01 The parties hereto agree to establish an Industry Grading and Retraining Committee composed of three (3) persons from the Association and three (3) members of the Union.

19.02 The purpose of this Committee is as follows:

- (a) to formulate policies to train employees in the industry and to upgrade them;
- (b) to issue **recognized** identification cards noting the employee's classification and the work which he is entitled to perform. All employees engaged in the industry and who are covered by this Agreement are to be classified by the Retraining Committee.

19.03 Ergonomics Training

(a) As condition of employment, newly hired employees who are members of Labourers' Local 183 shall be required to attend and successfully complete the Ergonomics Training Course offered by the Labourers' Local 183 Members Training Fund. Any employee hired on Monday, Tuesday or Wednesday must take the course no later than the following Saturday. Any employee hired on a Thursday or Friday must take the course no later than the second following Saturday;

(b) On-site supervisory personnel of any Employer shall be required to attend and successfully complete the Ergonomics Training Course offered by the Labourers' Local 183 Members Training Fund by **April 30, 1993**;

(c) Union Stewards shall be required to attend and successfully complete the Ergonomics Training Court offered by Labourers' Local 183 Members Training Fund by April 30, 1993.

**ARTICLE 20 - REINSTATEMENT OF EMPLOYEES UPON
RETURN FROM INDUSTRIAL ACCIDENT**

20.01 An employee injured in the performance of his duties will resume his regular work when medically fit to do so if work is available and he applies. The job of an injured worker shall be deemed to be available if:

- (a) 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 the injury, was hired by the Employer to perform any work within the said classification on any project covered by this Agreement;
or
- (b) an employee was transferred or otherwise assigned to **perform** any work which the injured employee was performing at the project at which he was engaged at the time of his injury.

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 5 and 6 of this Agreement.

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

ARTICLE 21 - SECURITY FOR PAYMENT OF WAGES, ETC.

21.01 The Union may at any time require any Employer bound by this Agreement to pay to the Union a sum of no less than one hundred thousand dollars (**\$100,000.00**) or other form of security acceptable to the Union, which sum or security is to be held by it on account of the failure of the Employer to pay to the Union or to or on behalf of any of the employees covered by this Agreement, any wages, vacation pay, Union dues, travelling expenses, contributions to the Welfare Fund, Training Fund and Pension Fund, or any

other payments or financial benefits payable to the Union or to or on behalf of the said employees in accordance with the terms and conditions of this Agreement. The Union shall hold the security for payment of wages for a period of not less than two **(2)** years.

(a) A Committee will be set up to work out a policy on Security for Payment of Wages. This Committee will comprise of two persons from the Association and one person from the Operating Engineers and one person from the Labourers.

21.02 Upon an Employer failing to make any of the payments referred to in Article **21.01** herein, the following procedure is to be followed:

(a) The Union shall advise the Employer in writing of such alleged failure of payment and the Union and the Employer shall forthwith attempt to resolve such dispute. If they are able to agree on the amount due, then the Employer shall make payment of the agreed amount by no later than twenty-four **(24)** hour, **after** such agreement is reached;

(b) In the event the Employer and the Union are unable to agree on the amount owing to the Union and/or to or on behalf of the employees entitled to the same as aforesaid, or in the event of an agreement of the amount due, but the Employer fails to pay the said sum as aforesaid, then the Union shall be entitled to pay out of said funds to itself and/or to or on behalf of the employees ~~entitled~~ to the same (including payment of any sums to any Welfare, Vacation Pay, Pension or Training Fund, or any other employee benefit fund) such amounts as may be necessary for this purpose; provided that the Union or any of the employees or the Trustees of any employee benefit fund herein, **first** obtains an award order, **judgement**, or decision entitling any of them to payment of any particular sums.

(c) Upon the Employer being notified in writing of the amount of any ~~such~~ payments out of the fund by the Union as aforesaid the Employer shall **repleni.** the fund by payment of an amount equal to the amount so paid out, within a period of five **(5)** working days of receipt of such written notification. If ~~th~~ Employer does not replenish the fund as aforesaid, then the provisions of Article **18** in connection with the right to strike and picket shall be applicable, as ~~v.~~ as Articles **5, 6** and 7 of this Collective Agreement.

(d) In the event of the bankruptcy or insolvency of the Employer, the said funds held by the Union shall be deemed to have been held in trust on account of the payment of the financial benefits referred to in Article 16 herein, paid in advance for employees of the Employer who, at the date of the insolvency or bankruptcy, have performed work or services for the Employer for which the employees and/or the Union, as the case may be, have not been paid any of the said financial benefits and the Union shall be entitled to pay out of the said funds to itself and/or to or on behalf of the employees of the bankrupt or insolvent Employer (including payment or any sums to any Welfare, Vacation Pay, Pension or any other employee benefit fund), such amounts as may be due to any of them.

1.03 The Union shall deposit the said funds which have been paid to it by the Employer, in a separate interest-bearing account with a chartered bank, trust company or credit union, and the interest thereon shall be added to and form part of the said fund, which is to be available to the Union, the said employees or any employee benefit fund as provided in this Agreement. It is also agreed that in replenishing the fund as provided herein, it shall only be necessary to repay the principal part of the fund.

ARTICLE 22 - DELINQUENCIES, PRODUCTION OF RECORDS AND AUDITS

2.01 Each Employer bound by this Collective Agreement agrees that, upon written demand of the Union or the Trustees of any employees benefit plan to which the Employer is required to contribute payments, it shall permit the Union or the Trustees, their representatives or anyone acting on their behalf or in accordance with their instructions to:

- (a) enter upon the Employer's premises at any reasonable time or times for the purpose of carrying out an inspection, audit or examination;
- (b) examine all documents, payrolls, records, time sheets or any other material which may be relevant to the said inspection, audit or examination;
- (c) make enquiries of the Employer or any persons employed or otherwise engaged by the Employer, which persons shall produce all documents, payrolls, records, time sheets or any other material which may be relevant to the said inspection, audit or examination in order to ensure that the Employer has been

complying with the terms and conditions of this Collective Agreement, **includin** and without limiting the generality of the foregoing, complying with its obligations to make contributions to any such employee benefit plan and to **pa** proper wages, vacation pay and other monetary benefits provided by **thi** Agreement.

22.02 In the event such inspection, audit or examination reveals that an Employer has failed, partially or otherwise, to carry out any of its obligations under this **Collecti** Agreement, the Employer shall forthwith upon written demand from the Trustees of an such employee benefit plan or the Union:

(a) pay to the appropriate employee benefit plan, all funds which may **ha** been determined by the said inspection, audit or examination, to be due an owing by the Employer, as well as two percent **(2%)** interest per month on **suc** overdue sums;

(b) pay to any employees, persons or the Union, as the case may be, a funds which have been determined by the said inspection, audit or **ex** to be due and owing to them as well as two percent **(2%)** interest per month o such overdue sums;

(c) to complete and remit any contribution report forms or other related an supporting documents which may be required by the Employer;

(d) to pay to the Union or the Trustees, as the case may be, costs **incurre** by them in connection with or arising out of the said inspection, audit o examination, which costs shall not exceed two percent **(2%)** of the amour owing.

ARTICLE **23** - NO MERGER

23.01 It is agreed that, notwithstanding the entering into of this Agreement, all monetary obligations of the Employers under the preceding Collective Agreement shall b deemed not to be merged in this Agreement, and the Union may pursue a grievance **a** arbitration or otherwise on any such monetary claims. The Employers shall be **st** from raising any such objections in any proceeding which may be brought by the **Unic** for this purpose.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 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 and Arbitration clauses set forth in this Agreement.

ARTICLE 25 - HOURS OF WORK AND OVERTIME

This Article does not apply to employees to whom Schedules "B", "D" and "E", Appendix 9 apply. It is further understood that Local Union Schedules may contain variations from the following hours of work.

25.01 The hours of work of employees shall be eight (8) hours per day, Monday to Friday inclusive, and shall be worked between the hours of 7:00 a.m. to 5:00 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

25.02 All work performed in excess of eight (8) hours per day shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

25.03 (a) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 o'clock in the morning or after 5:00 p.m. in the evening in any day, notwithstanding that the employee has not already completed a full day's work.

(b) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (2) times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for shift work.

25.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, a liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

ARTICLE 26 - REPORTING ALLOWANCE

26.01 An employee, other than an employee to whom Schedule "B" applies, who reports for work at the Employer's job site, unless directed not to report the previous day by his Employer, and for whom no work is available for any reason, shall receive a minimum of one (1) hour reporting pay and shall remain for one (1) hour at the site if requested to do so by the foreman. In the event the employee commences work and such work ceases for any reason, then the employee shall be paid for three (3) hours at his normal hourly rate. However, in the event that an employee reports for work and is unable to work due to inclement weather, he shall not be required to work and shall be paid one (1) hour's reporting time. However, in such circumstances it is understood that the employee will remain on the project if requested by the foreman and it is agreed that common sense shall prevail.

Clarification: In the event that the employee is requested to remain on the project beyond the one (1) hour reporting time, the employee shall receive three (3) hours' pay at his normal hourly rate. It is understood that in the event that the employee commences work during this three (3) hour period the employee shall receive a minimum of three (3) hours pay at his normal hourly rate.

ARTICLE 27 - RECALL FROM LAYOFF

27.01 Any employees within the bargaining unit who have worked for an Employer on a project for ten (10) working days or more must be recalled before new employees are hired on the same project provided that, at the time of recall, the said employee is not working for another Employer and has not worked since the time of layoff and provide that they are capable of performing the available work.

ARTICLE 28 - PAYMENT OF WAGES

28.01 The payment of wages of employees, other than employees to whom Schedule "B" applies, shall be upon the following basis:

(a) Employees shall be paid wages by cheque or cash on Thursday of each week together with a slip setting forth their rates of wages, hours worked, overtime hours, deductions for income tax, unemployment insurance, pensions, etc., where applicable.

(b) In case of layoff, an employee shall receive two (2) hours notice or two (2) hours pay in lieu thereof in advance of the layoff.

(c) When Unemployment Insurance Separation Certificate and Ontario Hospital Insurance Plan Form 104 and pay cheques and Vacation Pay Form 104M are not given to the 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 on file with the Employer, within three (3) working days of the time of termination.

28.02 While any member of the Union or Local Union is working outside the territorial jurisdiction of his own Local Union, he shall be paid in accordance either, with the terms and conditions of his own Local Union or the applicable Schedule and/or Appendix covering the territory in which he is working whichever is greater.

ARTICLE 29 - STATUTORY HOLIDAYS

29.01 The following days are recognized by the Employer as Statutory Holidays for employees, other than employees to whom Schedule "B" applies:

- | | |
|--|------------------|
| a) New Year's Day | b) Good Friday |
| c) Victoria Day | d) Dominion Day |
| e) Civic Holiday | f) Labour Day |
| g) Thanksgiving Day | h) Christmas Day |
| i) Boxing Day | |
| j) Any other holiday proclaimed by the Provincial or Federal Gov't | |

ARTICLE 30 - PRE-JOB CONFERENCE

30.01 In the event that the Employer obtains work within the territorial jurisdiction of a Local Union other than the Local Union where the Employer's base of operations is located, the Employer shall provide the Local Union having jurisdiction over such work with ten days notice of the commencement of such work.

It is understood and agreed by the parties to this Agreement that during the **pre-** job conference the matter of availability of men shall be discussed, It is also agreed that the Employer shall be permitted to transfer its employees, who are members of the Labourers' Union, to any location covered by this Agreement, provided that the Local Union is given first opportunity to provide qualified men.

ARTICLE **31** - SHIFT PREMIUM

31.01 The Employer agrees to pay a premium rate to employees other than employees to whom Schedule "**B**" applies, for any work performed on a second or third shift on the following basis:

a) **Second Shift** - A premium shall be paid of seventy-five cents (**.75¢**) per hour for each hour worked by each employee in excess of the employee's regular straight time hourly rate of pay for any hours worked during a period of eight hours on a second shift which may commence at any time from **12:00** noon until **5:00** p.m.

b) **Third Shift** - A premium shall **be paid** of eighty-five cents (**.85¢**) per hour for each hour worked by each employee in excess of the employee's regular straight time hourly rate of pay for any hours worked during a period of eight hours on a third **shift** which may commence at any time from **5:00** p.m.; provided that no shift shall commence **after 12:00** midnight.

ARTICLE **32** - HAZARDOUS PAY

32.01 It is understood and agreed that each employee, other than an employee to whom Schedule "**B**" applies, shall receive, in addition to his regular hourly rate of pay, a minimum of twenty five cents (**.25¢**) per hour for each hour that he is engaged in the swingstage scaffold operation.

ARTICLE **33** - MULTIPLE RATES

33.01 If an employee, other than an employee to whom Schedule "**B**" applies, works more than **50%** of his **shift** on a higher-rated job than his regular classification, he will be paid the higher rate for the whole **shift**.

ARTICLE 34 - INDUSTRY FUND

34.01 a) Effective September 7, 1992, the Employers agree to contribute twelve cents (.12¢) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund.

b) Effective May 1, 1993, the Employers agree to contribute thirteen cents (.13¢) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund.

c) Effective May 1, 1992, the Employers agree to contribute five cents (.05¢) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

34.02 a) The Employers agree to remit the contribution required under Article 34.01 to the Union (or, where applicable, to any one of the Local Unions to which Schedule "F" applies) not later than the fifteenth (15th) day of the month following the month for which the contribution is due.

b) It is agreed that Employers shall use the Welfare Contribution Form (or ~~such other~~ form as is specified by the Union or any one of the Local Unions to which ~~Schedule "E"~~ applies) for the calculation and remittance of the Industry Fund contribution.

34.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

ARTICLE 35 - MAINTENANCE OF CONDITIONS

35.01 The Council, the member Unions of the Council and the Local Unions covered by the schedules hereto 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, save and except where such wages and conditions are part of the Agreement between the Labourers' and Operating Engineers' Bargaining Agencies, designated pursuant to Section 139 of the Act. If the Council, a member Union or a Local Union covered by the Schedules hereto 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 in the geographical area of the Council, member Union or Local Union which was party to the agreement, arrangement or understanding.

ARTICLE **36** - ENABLING CLAUSE

36.01 Where a particular clause, article or provision contained within Local Union Schedule and not within the Master Portion of this Agreement works a hardship on 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 of Amendment.

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

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

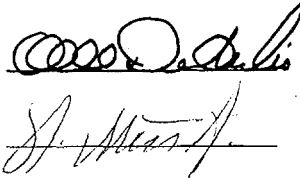
ARTICLE **37** - LABOUR MANAGEMENT JOB PROMOTION FUND

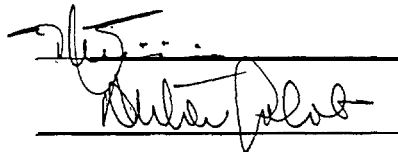
37.01 The International Union of Operating Engineers, Local **793**, and The Labourers' International Union of North America, Local **183**, and the Association agree to create and establish a jointly administered trust fund to be known as the "Labour Management Job Promotion Fund", the purpose of which shall be to actively promote employment in the construction industry in the Municipality of Metropolitan Toronto and surrounding areas by providing professional assistance to contractors, builders and developers in their

relations with federal, provincial and municipal governments, and their agencies, in matters pertaining to legislative change and obtaining regulatory approval for building and construction. The parties agree to create and establish the said fund through a trust agreement. The fund will be funded with any balance which remains in the Vacation Pay Trust Fund in accordance with Article 4.03(h)(v) of the Local 183, Members' Vacation Pay Fund.

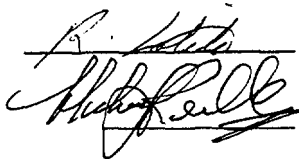
IN WITNESS WHEREOF the parties have caused their duly authorized representatives to affix their signatures this 17th day of December, 1992.

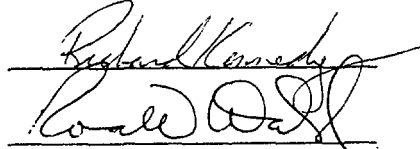
SIGNED ON BEHALF OF THE ONTARIO FORMWORK ASSOCIATION





SIGNED ON BEHALF OF THE FORMWORK COUNCIL OF ONTARIO





SCHEDULE "A"

ACTIVE MEMBERS OF THE ONTARIO **FORMWORK** ASSOCIATION

Automatic Structures Ltd.

C.I.P. Structures Inc.

Consolidated Concrete Structures Ltd.

Centreform Construction

Delform Construction Ltd.

Delta Forming Limited

Di Battista Forming

Cimor Forming

Main Forming

Active Forming

Sevconcrete Forming

Felmar Construction Ltd.

Marfram Construction Ltd.

Folgor Construction Ltd.

Veltro Forming Ltd.

G.P.D.L. Forming Contractors Ltd.

North Central Construction Ltd.

United Forming Ltd.

Inter-United Carpentry

Keele Forming Ltd.

Dominion Worthwile

Hardwall Construction

Italform Structures

Maple Form Construction Ltd.

High-Rise Forming Ltd.

Kamet Enterprises Ltd.

Force Forming

Vincat

Megna Forming

Maplecrete Construction Ltd.

Newcrete Forming (Ontario) Ltd.

Unique Forming Ltd.

Alta Equipment Rental

Progressive Concrete Forming

Rino Forming Ltd.

Verdi Forming Ltd.

Rili Bros. Ltd.

Veroco Construction

T.F. Construction Ltd.

Parkburn Construction Ltd.

Diafonte Construction Ltd.

Freeport Concrete Forming Ltd.

Thunder Forming Ltd.

New Fly Forming Ltd.

SCHEDULE "B"

APPLICABLE TO INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 793

The monetary settlement of the non-Ontario Local 793 Appendices, that is Londor Windsor, Sarnia, shall be as negotiated in the E.B.A. Provincial collective agreement between the Operating Engineers E.B.A. and the Operating Engineers' employe bargaining agency.

It is understood and agreed that the full terms and conditions of employment set out in Schedule "B" shall apply throughout the Province of Ontario, save and except for the terms and conditions of employment set out in the appendices attached to Schedule "B".

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Operators of Climbing and Skyway type cranes, mobile truck cranes, **crawle** cranes and all similar equipment. **Working Dues - 1½%** of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
May 1, 1992	\$26.31	\$3.16	\$1.10	\$2.30	\$.17	\$33.04
January 1, 1993	\$26.88	\$3.23	\$1.10	\$2.30	\$.17	\$33.68
May 1, 1993	\$27.06	\$3.25	\$1.20	\$2.80	\$.17	\$34.48
May 1, 1994	\$27.33	\$3.28	\$1.30	\$3.30	\$.17	\$35.38
November 1, 1994	\$27.91	\$3.35	\$1.30	\$3.30	\$.17	\$36.03

- 1.1 b) Operators of forklifts, Pitman-type hydraulic cranes under ten tons, **concret** pumps and **pumpcretres** on the job site. **Working Dues - 1½%** of gross wage!

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
May 1, 1992	\$24.81	\$2.98	\$1.10	\$2.30	\$.17	\$31.36
January 1, 1993	\$24.94	\$2.99	\$1.10	\$2.30	\$.17	\$31.50
May 1, 1993	\$25.30	\$3.03	\$1.20	\$2.80	\$.17	\$32.50
May 1, 1994	\$25.38	\$3.05	\$1.30	\$3.30	\$.17	\$33.20
November 1, 1994	\$25.62	\$3.07	\$1.30	\$3.30	\$.17	\$33.46

1.1 c) Apprentices: (i) First-year apprentices - 50% of Group (a) rates.
Working Dues - 1½% of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
May 1, 1992	\$13.15	\$1.58	\$1.10	\$2.30	\$.17	\$18.30
January 1, 1993	\$13.52	\$1.62	\$1.10	\$2.30	\$.17	\$18.71
May 1, 1993	\$13.53	\$1.62	\$1.20	\$2.80	\$.17	\$19.32
May 1, 1994	\$13.67	\$1.64	\$1.30	\$3.30	\$.17	\$20.08
November 1, 1994	\$13.96	\$1.68	\$1.30	\$3.30	\$.17	\$20.41

1.1 c) Apprentices: (ii) Second-year apprentices - 65% of Group (a) rates:
Working Dues - 1½% of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
May 1, 1992	\$17.10	\$2.05	\$1.10	\$2.30	\$.17	\$22.72
January 1, 1993	\$17.58	\$2.11	\$1.10	\$2.30	\$.17	\$23.26
May 1, 1993	\$17.59	\$2.11	\$1.20	\$2.80	\$.17	\$23.87
May 1, 1994	\$17.76	\$2.13	\$1.30	\$3.30	\$.17	\$24.66
November 1, 1994	\$18.14	\$2.18	\$1.30	\$3.30	\$.17	\$25.09

1.1 c) Apprentices: (iii) Third-year apprentices - 80% of Group (a) rates:
Working Dues - 1½% of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
May 1, 1992	\$21.05	\$2.53	\$1.10	\$2.30	\$.17	\$27.15
January 1, 1993	\$21.63	\$2.60	\$1.10	\$2.30	\$.17	\$27.80
May 1, 1993	\$21.65	\$2.60	\$1.20	\$2.80	\$.17	\$28.42
May 1, 1994	\$21.86	\$2.62	\$1.30	\$3.30	\$.17	\$29.25
November 1, 1994	\$22.33	\$2.68	\$1.30	\$3.30	\$.17	\$29.78

c) The Parties agree that a minimum number of hours be worked before an apprentice becomes **recognized** as a journeyman.

- i) A First Year Apprentice will be required to work a minimum of **2000** hours before graduating to a Second Year Level.
- ii) A Second Year Apprentice will be required to work a minimum of **1000** hours before graduating to a Third Year Level.
- iii) A Third Year Apprentice will be required to work a minimum of **1000** hours before graduating to becoming a full Journeyman.

1.2 All new equipment introduced by Manufacturers during the life of this agreement or not appearing as listed in Article 1.1 of this Schedule shall be **confirmed** by letter to the Union, 30 Commercial Road, Toronto, before being put into production.

1.3 No equipment shall be operated by demonstrators on a site without the Union being **notified** and a qualified Union Operator being present and paid for hours of said demonstration.

1.4 Equipment operators and/or crews shall not be replaced by working foremen, mechanics, or those above the rank of working foreman for the purpose of overtime or reduction in crews unless crews voluntarily decline such work, in which case other regular operators or crews **shall** be given the first opportunity for such work, for production.

1.5 When an oiler is not employed and when oiling and greasing is not performed, as per manufacturers maintenance specifications, due to lack of time during the regular working hours, the Engineer operating such equipment shall be paid for one (**1**) hour at his regular day **shift** rate for any oiling and greasing that is otherwise performed.

1.6 Climber and Skyway type cranes shall have heated operating cabs **affixed** to the mast, boom or **building** as the operator shall request and shall be operated from the cab Position. Such cabs shall have safety glass installed.

1.7 When laid off any of the foregoing employees **shall** be allowed one hour to clear up his personal equipment and other property on the site.

1.8 Equipment in **Classification 1.1** (a) of this Schedule shall carry, in addition to the engineers, one apprentice for each two units on the same project, for the same Employer. The Union will consider all reasonable requests that an employee of the Employer shall be made an apprentice. It shall fall within the jurisdiction of the Employer to specify within reason the nature of the work which the apprentice is capable of performing.

1.9 The Operator will be present and compensated for his time when the crane is being erected. In the case where this is not possible the Operator will be allowed four (4) hours with pay to inspect the crane prior to starting work at the commencement of operations.

1.10 An Operator who commences at the start of a project will remain on such project until completion, unless it is specifically stated otherwise at the time of hiring and the expected length of employment is put on the Clearance Card issued by the Union.

If the Employer desires to provide increases in wages and/or other benefits over and above those provided in the collective agreement, the Employer shall negotiate and agree in writing with the Union as to such increases. If the Employer implements such increases prior to any agreement with the Union, the Employer shall pay to the Union, as liquidated damages, a sum equal to such increases paid prior to any agreement with the Union.

1.11 If an Operator works for the Employer without obtaining and presenting the required referral slip, the Employer shall pay to the Union, as liquidated damages, a sum equal to the gross wages paid to such employee prior to his obtaining and presenting the required referral slip.

ARTICLE 2 - HOURS OF WORK AND OVERTIME

2.1 The standard work day for employees operating equipment shall be not more than eight (8) hours between **8:00** a.m. and **4:30** p.m. at straight time.

2.2 Any work performed before **8:00** a.m. or after **4:30** p.m. Monday through Friday shall be deemed overtime work.

2.3 Double the regular rate shall be paid for all work in excess of eight (8) hours per day, Monday through Friday, except for travel time back to the Employer's yard which shall be at a maximum time of one and one-half (1½) times the regular rate.

2.4 All work performed on Saturday and Sunday shall be paid for at double the regular day shift rate.

2.5 a) An employee who reports for work as usual, unless directed not to report the previous day by the Employer, shall receive a minimum of four (4) hours pay at the applicable rate and shall remain at other work of his craft if requested by the foreman. An employee directed to work after noon lunch period and who commences to work shall also be subject to a minimum of four (4) hours pay at the applicable rate for the remainder of his shift. This clause applies also to second and third shifts.

b) Two (2) hours pay together with travelling expenses, whenever applicable shall be allowed by the Employer when an employee covered by this agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after his designated reporting time.

c) **Shifts** - from Monday to Friday - inclusive:

DAY SHIFT - five consecutive shifts at the regular day shift rate.

2ND SHIFT - five consecutive shifts at \$1.50 per hour premium above the regular day shift rate.

3RD SHIFT - five consecutive shifts at \$1.60 per hour premium above the regular day shift rate.

d) Shift work for erection of Precast -

i) A shift may be scheduled of not more than eight (8) hours to commence between the hours of 4:30 p.m and 6:30 p.m. Monday to Friday inclusive.

- ii) Employees working on such **shifts shall** receive **\$1.50** per hour premium above the regular day **shift** for all hours worked on such **shift**.

2.6 In the case of employees who are requested to and do report for work on Saturdays, Sundays and Holidays, the minimum hours payable shall be four (4) hours at the applicable overtime rate. When an employee is recalled in the same calendar day having completed his normal shift he shall be paid a minimum of two hours at the premium rate plus any travel expense applicable.

ARTICLE 3 - PAYMENT OF WAGES

3.1 Wages shall be paid by cash or cheque at the option of the Employer no later than Thursday of each week during working hours. Each employee shall be given a detailed record of his earnings showing Total Hours Worked, Rates of Pay, Gross Wages, Allowance Contributions, and all deductions and Net Wages, all in accordance with Federal and Provincial Government Regulations. The tear-off portion of the pay cheque shall identify the Employer and employee.

3.2 In the case of layoff employees shall be paid up to date on the job site as per the *Employment Standards Act*.

3.3 In the case of layoff all men affected by the layoff and covered by this Agreement will receive four (4) hours notice in advance. If the Employer fails to give the employee four (4) hours notice in advance of layoff, then the employee shall be paid an additional four (4) hours. **When** a man quits a job he shall give his Employer four (4) hours notice. If the employee fails to give the Employer four (4) hours notice then the employee shall lose four (4) hours pay.

3.4 With the exception of honest errors when employees have been unable to cash pay cheques they **shall** be paid all future wages by cash or by certified cheque.

3.5 It **shall** not be considered a violation of this Agreement for an employee to cease work for continuous failure of the Employer to correct pay shortages or being continuously late in wage payments.

ARTICLE 4 - STATUTORY HOLIDAYS AND VACATION PAY

4.1 All work performed on the following holidays shall be paid for at double the regular rate of wages:

New Year's Day	Civic Holiday
Dominion Day	Good Friday
Labour Day	Christmas Day
Victoria Day	Thanksgiving Day

and other civic and national holidays declared.

4.2 When any of the foregoing holidays fall on a Saturday or Sunday, the next day (Monday) or a day mutually agreed upon by the Council and the Association shall be **recognized** as the holiday, as per Ontario Labour Relations Board Rules of Procedure.

4.3 It is understood that any member of the Association has the right to determine a vacation period and shut down its operations during that time.

4.4 The Association proposes the establishment of a Vacation Pay Trust Fund, to be jointly administered by an equal number of Employer and Union Trustees.

Alternative Proposal A

a) It is understood and agreed that Vacation Pay payments from the Fund to employees will be paid out once annually. It is also understood and agreed that eight percent (**8%**) of the gross wages is to be considered Vacation Pay and four percent (**4%**) of the gross wages is to be in lieu of Statutory Holiday Pay.

b) Any income earned by the Fund shall be applied as follows:

i) To the payment of the expenses incurred in the administration of the Fund, including, but not limited to, the expenses of the Trustees, the Administrator and such legal counsel, investment counsel, accounting, actuarial and clerical assistants as are employed from time to time by the Trustees;

- ii) To provide for any liability for income tax in respect of the income of the Fund:
- iii) Any balance which remains is to be paid to the Job Promotion Fund.

Alternative Proposal B

4.4 a) Vacation Pay shall, for all employees covered by this Agreement, be paid ~~regularly~~ at the rate of twelve percent (12%) of gross earnings, paid weekly. It is understood and **agreed** that eight percent (8%) of the gross wages is to be considered Vacation Pay and four percent (4%) of the gross wages is to be in lieu of Statutory Holiday ~~pay~~.

Local 793 will petition its membership and inform the Ontario **Formwork** Association of whether Vacation Pay and Statutory Holiday pay will be paid weekly (Alternative **B**) or a Vacation Pay Trust Fund is to be set up (Alternative A).

In the event that Local 793 members do agree to a Vacation Pay Trust Fund then ~~the~~'s Trust Fund shall also apply to outside schedule.

ARTICLE 5 - LIVING ALLOWANCES, ACCOMMODATION & PARKING ALLOWANCES

5.1 The following expense allowance will be paid to an employee who is sent to a job beyond twenty-five (25) road miles from City Hall, Toronto, by the most practical and direct route, provided that it is **agreed** and understood that an employee cannot obtain the benefits of Article 2.3 and 5.1 of this Schedule both, and if the employee is requested to pick up and drive a mobile or other unit from the Employer's yard to the job site then ~~either~~ of the benefits of Article 2.3 or Article 5.1 shall be obtainable in respect of the travel from the employee's home to the Employer's yard or from the Employer's yard to the employee's home.

This provision does not exclude payment for the operation of a mobile or other unit when picking up and driving same to and from the Employer's yard from and to the job site.

25 - 50 miles - \$25.00 per day worked;
50 - 100 miles - \$30.00 per day worked;
over 100 miles - \$50.00 seven (7) days per week.

5.2 On projects falling within the area - bounded on the west by the east side **Bathurst** Street; bounded on the north by the south side of St. **Clair** Avenue; bounded on the east by the west side of Mount Pleasant south to **Bloor** and then the west side of Don Valley; and on the south by the north shore of Lake Ontario - employees will be paid a **daily** parking allowance to a maximum of eight dollars (**\$8.00**) per day. Where requested by the Employer, employees will provide parking receipts in support of such allowance. Daily parking allowance will not be paid where the Employer provides parking or where the Employer provides transportation to and from the above-referenced parking allowance zone. It is agreed and understood that under the above conditions the Employer has the right to designate the parking facility.

ARTICLE 6 - CRAFT JURISDICTION

6.1 Mobile Truck Cranes, Skyway and Climbing type cranes, Locomotive **C** Derricks, A-Frame and Boom Trucks, **Pitman** and the like, Bullmoose and Austin Type Cranes, Air Tuggers, Power Hoists, all Clams, Shovels, Backhoes, Draglines, Drivers, **Gradalls**, **Mine Hoists**, Chimney Hoists, **Overhead Hoists** and Cranes, Booms of all types mounted on tractors, Trenching Machines, Self-propelled Graders, Scrapers, **Emcos**, Bulldozers, Front End Loaders and similar types of Rail Engines, Dinky and the like. Welding Machines driven by internal combustion engines. Batching plants of all types, Air Compressors, Temporary **Heating Plants**. Wellpoint systems. Gas, Steam or Diesel Driven generators and pumps of all types. Concrete Pumps, Mixers and Mobiles, Overhead Loaders, Asphalt Spreaders, **Propelled Drills**, Compaction Equipment, Forklifts and Ross Carrier, Mucking Farm Industrial Tractors with attachments. Oilers, Truck Crane Driver Mobile Sweepers, Caisson Boring machines, Asphalt Rollers, Foremen, Tunnel Boring Dredges suction and dipper. Conveyors regardless of motive power. Heating units as Herman Nelson and **Dravo**, Rotary Drills, Tunnel Motors, Elevators all types used **construction temporary** or permanent, Power Driven **Jumbo** Form Setters. Self-propelled **pipelining** machines. **Highline** cableways. Deck Engines, Pneumatic **heading** tunnel. Road oil mixing machine. Ship loaders, crushing plants, Elevating Grader, Slab machine, Motor Patrols, pneumatic Concrete placing machines. **Pipebending**

chines, Power **Screed**, Helicopter winch operators, and all other classifications of equipment as listed in the Union's Constitution.

ARTICLE 7 - BENEFIT AND PENSION PLANS FOR **I.U.O.E. LOCAL 793**

7.1 The parties hereto **agree** that the Welfare Benefit Plan presently in existence shall continue. The amount of monies to be paid into the Welfare Plan by each Employer for each hour earned by each Operating Engineer in his employ shall be as follows:

Effective May 1, 1992, one dollar and ten cents (**\$1.10**) per hour;
Effective May 1, 1993, one dollar and twenty cents (**\$1.20**) per hour; and
Effective May 1, 1994, one dollar and thirty cents (**\$1.30**) per hour.

7.2 The parties hereto **agree** that the Pension Plan presently in existence shall continue. The amount of monies to be paid into the Pension Plan by each Employer for each hour earned by each Operating Engineer in his employ shall be as follows:

Effective May 1, 1992, two dollars and thirty cents (**\$2.30**) per hour;
Effective May 1, 1993, two dollars and eighty cents (**\$2.80**) per hour; and
Effective May 1, 1994, three dollars and thirty cents (**\$3.30**) per hour.

7.3 At no time shall the Welfare or Pension contributions be paid directly to the employee.

Trust Funds

7.4 Local **793** will petition the Operating Engineers' Training Institute of Ontario and its trustees to have an **O.F.A.** representative granted "full observer status" in regards to the Operating Engineers' Training Institute of Ontario.

7.5 Local **793** will petition the Operating Engineers' Pension and Benefit Trust Funds to expand the number of trustees on each Trust Fund so as to include an **O.F.A.** member on one of these Funds.

ARTICLE 8 - TRAINING FUND

8.1 The Employer shall contribute the sum of seventeen cents (.17¢) per hour for each hour earned by each Operating Engineer in hi employ to the International Union of Operating Engineers Local 793 Training Fund.

Such contributions are to be remitted together with the contributions required under Articles 7.1 and 7.2 of this Schedule, and as outlined in Article 16.02 of the Agreement.

ARTICLE 9 - OCCUPATIONAL HEALTH AND SAFETY

9.1 In co-operation with the Employers' overall safety policy, Operators will be designated as the competent worker. The Employer shall be required to allow the Operator one-half (1/2) hour per day to inspect, service, maintain a log book and prepare for start-up for projects at straight time pay. (It being understood that where the Employer deems it necessary, the one-half (1/2) hour shall be prior to the start of the work day.)

APPENDIX 1 TO SCHEDULE "B"

LAMBTON COUNTY (Sarnia and Vicinity)

ARTICLE 1 - CLASSIFICATION AND WAGES

1.1 a) Operators of Climbing and Skyway type cranes, mobile truck cranes, crawler cranes and all similar equipment. Working Dues - 2% of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$25.50	\$2.55	\$1.10	\$2.99	\$.17	\$32.31
May 1, 1993	\$25.86	\$2.59	\$1.20	\$3.29	\$.17	\$33.11
May 1, 1994	\$26.32	\$2.63	\$1.30	\$3.59	\$.17	\$34.01
November 1, 1994	\$26.91	\$2.69	\$1.30	\$3.59	\$.17	\$34.66

increase

1.1 b) Operators of forklifts, Pitman-type hydraulic cranes under ten tons, concrete pumps and pumperetes on the job site. Working Dues - 2% of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$22.72	\$2.27	\$1.10	\$2.99	\$.17	\$29.25
May 1, 1993	\$23.08	\$2.31	\$1.20	\$3.29	\$.17	\$30.05
May 1, 1994	\$23.54	\$2.35	\$1.30	\$3.59	\$.17	\$30.95
November 1, 1994	\$23.96	\$2.39	\$1.30	\$3.59	\$.17	\$31.41

1.1 c) Apprentices: (i) First-year apprentices - 50% of Group (a) rates.
Working Dues - 2% of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$12.75	\$1.28	\$1.10	\$2.99	\$.17	\$18.29
May 1, 1993	\$12.93	\$1.29	\$1.20	\$3.29	\$.17	\$18.88
May 1, 1994	\$13.16	\$1.32	\$1.30	\$3.59	\$.17	\$19.54
November 1, 1994	\$13.46	\$1.35	\$1.30	\$3.59	\$.17	\$19.87

- 1.1 c) Apprentices: (ii) Second-year apprentices - **65%** of Group (a) rates.
Working Dues - **2%** of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$16.58	\$1.66	\$1.10	\$2.99	\$.17	\$22.50
May 1, 1993	\$16.81	\$1.68	\$1.20	\$3.29	\$.17	\$23.15
May 1, 1994	\$17.11	\$1.71	\$1.30	\$3.59	\$.17	\$23.88
November 1, 1994	\$17.49	\$1.75	\$1.30	\$3.59	\$.17	\$24.30

- c) Apprentices: (iii) Third-year apprentices - **80%** of Group (a) rates.
Working Dues - **2%** of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$20.40	\$2.04	\$1.10	\$2.99	\$.17	\$26.70
May 1, 1993	\$20.69	\$2.07	\$1.20	\$3.29	\$.17	\$27.42
May 1, 1994	\$21.06	\$2.11	\$1.30	\$3.59	\$.17	\$28.23
November 1, 1994	\$21.53	\$2.15	\$1.30	\$3.59	\$.17	\$28.74

- c) The Parties agree that a **minimum** number of hours be worked before an apprentice becomes **recognized** as a journeyman.

- i) A **First Year** Apprentice will be required to work a minimum of **2000** hours before graduating to a Second Year Level.
- ii) A **Second Year** Apprentice will be required to work a minimum of **1000** hours before graduating to a **Third** Year Level.
- iii) A **Third Year** Apprentice will be required to work a **minimum** of **1000** hours before graduating to becoming a full Journeyman.

1.2 - 1.11 Refer to Schedule "B".

ARTICLE 2 HOURS OF WORK AND OVERTIME

2.1 - 2.6 Refer to Schedule "B".

ARTICLE 3 - PAYMENT OF WAGES

3.1 - 3.5 Refer to Schedule "B".

ARTICLE 4 - STATUTORY HOLIDAYS AND VACATION PAY

4.1 - 4.3 Refer to Schedule "B".

4.4 a) Vacation and Statutory Holiday Pay shall be paid weekly to each employee covered by this Agreement at the rate of ten percent (10%) of gross wages earned, and income tax will be deducted. It is understood and agreed that four percent (4%) of the gross wages is to be considered Vacation Pay and six percent (6%) of the gross wages is to be in lieu of Statutory Holiday Pay.

b) Employees may take their vacation at any time of the year, provided arrangements for adequate replacement during holiday period has been arrived at with the Employer.

ARTICLE 5 - TRAVEL ALLOWANCE & EXPENSE AND LIVING ALLOWANCE

When an employee is sent to a job beyond Lambton County, the Employer shall pay transporting expenses as follows:

5.1 When automobile travel is inappropriate the Employer will pay transportation expense of air or train travel, plus berth, if necessary, plus the applicable expense allowance, provided that the employee stays on the job continuously for the duration of the job or two (2) months, whichever is the lesser.

5.2 When an employee works continuously on a project which is beyond three hundred (300) miles (480 kilometres) from the appropriate City Hall, he shall receive an amount equal to one return plane fare from the nearest airport to the project, to his home every sixty (60) days.

5.3 When employees are requested to use their own transportation to **accomp**, equipment from shop to job, job to job, and return, they shall be paid thirty-eight point nine cents (**38.9¢**) per mile or equivalent.

5.4 The Employer will pay prevailing straight time rates of pay to an **employe** required to travel during regularly assigned operating hours per day **shift** only. No travelling time outside of these hours will be paid for except in special cases at the discretion of the Employer. If the Employer **authorizes** travel time outside of the regularly assigned hours, such time will be paid at applicable premium rates. This clause does not apply within a two hundred (**200**) mile (**320** kilometres) radius of the **Sarnia** City Hall.

5.5 When employees are requested to accompany equipment to and from job sites outside regularly assigned hours, they shall be paid at overtime rates.

5.6 The Employer shall provide or pay for the transportation to their car or home if requested, for personnel **left** on a job site without their normal method of conveyance. If this travel takes place **after** normal working hours the employee shall be **further** compensated to a **minimum** of one (**1**) hour at straight time.

TRAVEL **ZONES**

Free Zone: Free Zone is **defined** as the City of **Sarnia** and Point Edward east of the St. **Clair** River; south to the North side of the fit **Sombra** Township Road south of Canadian Industries Ltd.; then easterly in a straight line to Highway **#21** and North on Highway **#21** to the junction of Highway **#402** and **#21**; then North to Lake Huron on **Plympton Sideroad #15**, including any job or project with direct access off Highway **#21** or **Plympton Sideroad #15**.

ZoneA: ~~Remainder of Lambton County~~ w e n t y - o n e c e n t s (**\$10.21**) per day paid for work in this zone.

Pro Rata pay as a fraction of the day worked, when a man leaves of his own volition.

5.7 The following expense allowance will be paid to an employee who is sent to a job beyond **Lambton** County:

From the **Sarnia** City Hall a distance of **100** road miles (**160** kilometres) by the most direct practical route - Fifty-one dollars and ninety-nine cents (**\$51.99**) per day worked.

Beyond **100** road miles (**160** kilometres) from the **Sarnia** City Hall by the most practical route - Fifty-one dollars and ninety-nine cents (**\$51.99**) per day based on a seven (**7**) day week.

This Expense Allowance will not be deducted from an employee's pay due to inclement weather or a Statutory Holiday, provided he is available for work prior to or immediately preceding or following such bad weather days or Statutory Holidays, he shall forfeit his Expense Allowance for such absenteeism and for bad weather days or Statutory Holidays. An employee shall forfeit Expense Allowance if he refuses to work when instructed by the Foreman on any working day.

5.8 It is also agreed that if employees are required to report to an out-of-town job on ~~Friday~~, they shall receive the applicable Expense Allowance, for Saturday and Sunday of the **first** weekend of their transportation home and return at the discretion of the Company provided the employee is required to and does work the following Monday at the **out-of-town** job.

5.9 Employees required to live away from home to work on a job where Expense Allowance is applicable will receive, part or all of the first week away, Monday to Sunday inclusive, a daily allowance of applicable Expense Allowance in advance.

ARTICLE 6 - CRAFT JURISDICTION

6.1 Refer to Schedule "**B**".

ARTICLE 7 - BENEFIT AND PENSION PLANS FOR **I.U.O.E. - LOCAL 793**

7.1 Refer to Schedule "**B**".

7.2 The parties hereto agree that the Pension Plan presently in existence shall continue. The amount of monies to be paid into the Pension Plan by each Employer for each hour earned by each Operating Engineer in his employ shall be as follows:

Effective January 1, 1993, two dollars and ninety-nine cents (**\$2.99**) per hour;
Effective May 1, 1993, three dollars and twenty-nine cents (**\$3.29**) per hour; an
Effective May 1, 1994, three dollars and fifty-nine cents (**\$3.59**) per hour.

7.3 Refer to Schedule "B" .

ARTICLE 8 - TRAINING FUND

8.1 Refer to Schedule "B".

ARTICLE 9 - OCCUPATIONAL HEALTH AND SAFETY

9.1 Refer to Schedule "B" .

APPENDIX 2 TO SCHEDULE "B"

ESSEX AND KENT COUNTIES (Windsor - **Chatham** and Vicinity)

ARTICLE 1 - CLASSIFICATION AND WAGES

1.1 a) Operators of Climbing and Skyway type cranes, mobile truck cranes, crawler cranes and all similar equipment. Working Dues - 2% of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$24.81	\$2.48	\$1.10	\$2.99	\$.17	\$31.55
May 1, 1993	\$25.17	\$2.52	\$1.20	\$3.29	\$.17	\$32.35
May 1, 1994	\$25.63	\$2.56	\$1.30	\$3.59	\$.17	\$33.25
November 1, 1994	\$26.22	\$2.62	\$1.30	\$3.59	\$.17	\$33.90

1.1 b) Operators of forklifts, Pitman-type hydraulic cranes under ten tons, concrete pumps and pumpretes on the job site. Working Dues - 2% of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$22.19	\$2.22	\$1.10	\$2.99	\$.17	\$28.67
May 1, 1993	\$22.56	\$2.25	\$1.20	\$3.29	\$.17	\$29.47
May 1, 1994	\$23.01	\$2.30	\$1.30	\$3.59	\$.17	\$30.37
November 1, 1994	\$23.43	\$2.34	\$1.30	\$3.59	\$.17	\$30.83

1.1 c) Apprentices: (i) First-year apprentices - 50% of Group (a) rates.
Working Dues - 2% of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$12.41	\$1.24	\$1.10	\$2.99	\$.17	\$17.91
May 1, 1993	\$12.59	\$1.26	\$1.20	\$3.29	\$.17	\$18.51
May 1, 1994	\$12.82	\$1.28	\$1.30	\$3.59	\$.17	\$19.16
November 1, 1994	\$13.11	\$1.31	\$1.30	\$3.59	\$.17	\$19.48

- 1.1 c) Apprentices: (ii) Second-year apprentices - **65%** of Group (a) rates.
Working Dues - **2%** of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$16.13	\$1.61	\$1.10	\$2.99	\$.17	\$22.00
May 1, 1993	\$16.36	\$1.64	\$1.20	\$3.29	\$.17	\$22.66
May 1, 1994	\$16.66	\$1.67	\$1.30	\$3.59	\$.17	\$23.39
November 1, 1994	\$17.04	\$1.70	\$1.30	\$3.59	\$.17	\$23.80

- c) Apprentices: (iii) Third-year apprentices - **80%** of Group (a) rates.
Working Dues - **2%** of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$19.85	\$1.99	\$1.10	\$2.99	\$.17	\$26.10
May 1, 1993	\$20.14	\$2.01	\$1.20	\$3.29	\$.17	\$26.81
May 1, 1994	\$20.50	\$2.05	\$1.30	\$3.59	\$.17	\$27.61
November 1, 1994	\$20.98	\$2.10	\$1.30	\$3.59	\$.17	\$28.14

- c) The Parties agree that a minimum number of hours be worked before an apprentice becomes **recognized** as a journeyman.

- i) A Fit Year Apprentice will be required to work a minimum of **2000** hours before graduating to a Second Year Level.
- ii) A Second Year Apprentice will be required to work a minimum of **1000** hours before graduating to a Third Year Level.
- iii) A Third Year Apprentice **will** be required to work a minimum of **1000** hours before graduating to becoming a full Journeyman.

1.2 - 1.11 Refer to Schedule "B".

ARTICLE 2 HOURS OF WORK AND OVERTIME

2.1 - 2.6 Refer to Schedule "B".

ARTICLE 3 PAYMENT OF WAGES

3.1 - 3.5 Refer to Schedule "B".

ARTICLE 4 STATUTORY HOLIDAYS AND VACATION PAY

4.1 - 4.3 Refer to Schedule "B".

4.4 a) Vacation and Statutory Holiday Pay shall be paid weekly to each employee covered by this Agreement at the rate of ten percent (10%) of gross wages earned, and income tax will be deducted. It is understood and agreed that four percent (4%) of the gross wages is to be considered Vacation Pay and six percent (6%) of the gross wages is to be in lieu of Statutory Holiday Pay.

b) Employees may take their vacation at any time of the year, provided arrangements for adequate replacement during holiday period has been arrived at with the Employer.

ARTICLE 5 - TRAVEL EXPENSES, LIVING ALLOWANCE
AND ACCOMMODATION

5.1 For the purpose of determining the Employer's obligation to supply transportation to employees, the area to which this Agreement applies is divided into zones:

a) Essex County

Employees providing own transportation. There shall be a free zone within a fifteen (15) mile (24 kilometres) radius of the Windsor City Hall; no travel time shall be paid to the employees working in this area.

b) 20 mile (32 kilometre) Limit

When an employee is required to work in an area outside the above free zone up to a distance of twenty (20) miles (32 kilometres) in any direction, he shall be paid a travelling allowance of eleven dollars and twenty-five cents (\$11.25) per day.

c) Outside 20 mile (32 kilometre) Limit

When an employee is required to work in an area outside of the above free zone and twenty (20) mile (32 kilometre) area to the boundaries of Essex County he shall be paid travelling allowance of sixteen dollars and thirty-five cents (\$16.35) per day.

5.2 When an employee is required to use his own vehicle to commute to any site he shall receive forty-eight point three cents (48.3¢) Per mile in addition to travel time allowance. All the above miles are to be measured by the most direct automobile route.

5.3 When an employee is required to work beyond one hundred (100) road miles (160 kilometres) from point of hire or dispatch, the Employer shall pay forty-seven dollars and forty-nine cents (\$47.49) per day expenses up to maximum of two hundred and thirty-seven dollars and forty-five cents (\$237.45) per week.

ARTICLE 6 - CRAFT JURISDICTION

6.1 Refer to Schedule "B".

ARTICLE 7 - BENEFIT AND PENSION PLANS FOR I.U.O.E., LOCAL 793

7.1 Refer to Schedule "B".

7.2 The parties hereto agree that the Pension Plan presently in existence shall continue. The amount of monies to be Paid into the Pension Plan by each Employer for each hour earned by each Operating Engineer in his employ shall be as follows:

Effective January 1, 1993, two dollars and ninety-nine cents (**\$2.99**) per hour;
Effective May 1, 1993, three dollars and twenty-nine cents (**\$3.29**) per hour; and
Effective May 1, 1994, three dollars and fifty-nine cents (**\$3.59**) per hour.

7.3 Refer to Schedule "**B**".

ARTICLE 8 - TRAINING FUND

8.1 Refer to Schedule "**B**".

ARTICLE 9 - OCCUPATIONAL HEALTH AND SAFETY

9.1 Refer to Schedule "**B**".

4

APPENDIX 3 TO SCHEDULE "B"

COUNTIES OF OXFORD, PERTH, HERON, MIDDLESEX, BRUCE AND ELG., I
(London and Vicinity)

ARTICLE 1 - CLASSIFICATION AND WAGES

1.1 a) Operators of Climbing and Skyway type cranes, mobile truck cranes, crawler cranes and all similar equipment. Working Dues - 2% of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$24.37	\$2.44	\$1.10	\$2.99	\$.17	\$31.07
May 1, 1993	\$24.74	\$2.47	\$1.20	\$3.29	\$.17	\$31.87
May 1, 1994	\$25.19	\$2.52	\$1.30	\$3.59	\$.17	\$32.77
November 1, 1994	\$25.78	\$2.58	\$1.30	\$3.59	\$.17	\$33.42

1.1 b) Operators of forklifts, Pitman-type hydraulic cranes under ten tons, concrete pumps and pumperetes on the job site. Working Dues - 2% of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$22.08	\$2.21	\$1.10	\$2.99	\$.17	\$28.55
May 1, 1993	\$22.45	\$2.24	\$1.20	\$3.29	\$.17	\$29.35
May 1, 1994	\$22.90	\$2.29	\$1.30	\$3.59	\$.17	\$30.25
November 1, 1994	\$23.32	\$2.33	\$1.30	\$3.59	\$.17	\$30.71

1.1 c) Apprentices: (i) First-year apprentices - 50% of Group (a) rates.
Working Dues - 2% of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$12.19	\$1.22	\$1.10	\$2.99	\$.17	\$17.67
May 1, 1993	\$12.37	\$1.24	\$1.20	\$3.29	\$.17	\$18.27
May 1, 1994	\$12.60	\$1.26	\$1.30	\$3.59	\$.17	\$18.92
November 1, 1994	\$12.89	\$1.29	\$1.30	\$3.59	\$.17	\$19.24

- 1.1 c) Apprentices: (ii) Second-year apprentices - **65%** of Group (a) rates.
Working Dues - **2%** of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$15.84	\$1.58	\$1.10	\$2.99	\$.17	\$21.68
May 1, 1993	\$16.08	\$1.61	\$1.20	\$3.29	\$.17	\$22.35
May 1, 1994	\$12.37	\$1.64	\$1.30	\$3.59	\$.17	\$23.07
November 1, 1994	\$16.76	\$1.68	\$1.30	\$3.59	\$.17	\$23.50

- c) Apprentices: (iii) Third-year apprentices - **80%** of Group (a) rates:
Working Dues - **2%** of gross wages.

	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 1993	\$19.50	\$1.95	\$1.10	\$2.99	\$.17	\$25.71
May 1, 1993	\$19.79	\$1.98	\$1.20	\$3.29	\$.17	\$26.43
May 1, 1994	\$20.15	\$2.02	\$1.30	\$3.59	\$.17	\$27.23
November 1, 1994	\$20.62	\$2.06	\$1.30	\$3.59	\$.17	\$27.74

- c) The Parties agree that a minimum number of hours be worked before an apprentice becomes **recognized** as a journeyman.

- i) A First Year Apprentice **will** be required to work a minimum of **2000** hours before graduating to a Second Year Level.
- ii) A Second Year Apprentice will be required to work a minimum of **1000** hours before graduating to a Third Year Level.
- iii) A Third Year Apprentice **will** be required to work a minimum of **1000** hours before graduating to becoming a full Journeyman.

1.2 - 1.11 Refer to Schedule "B".

ARTICLE 2 - HOURS OF WORK AND OVERTIME

2.1 - 2.6 Refer to Schedule "B" .

ARTICLE 3 - PAYMENT OF WAGES

3.1 - 3.5 Refer to Schedule "B" .

ARTICLE 4 - STATUTORY HOLIDAYS AND VACATION PAY

4.1 - 4.3 Refer to Schedule "B" .

4.4 a) Vacation and Statutory Holiday Pay shall be paid weekly to each employee covered by this Agreement at the rate of ten percent **(10%)** of gross wages earned, and income tax will be deducted. It is understood and agreed that four percent **(4%)** of the gross wages is to be considered Vacation Pay and six percent **(6%)** of the gross wages is to be in lieu of Statutory Holiday Pay.

b) Employees may take their vacation at any time of the year, provided arrangements for adequate replacement during holiday period has been arrived at with the Employer.

ARTICLE 5 - AUTOMOBILE EXPENSE - BOARD ALLOWANCE

5.1 All employees when employed within a thirty **(30)** mile **(49)** kilometre) radius from the City Hall, London, shall be governed by the working hours **specified** for the project, and shall provide for themselves at no cost to the Employer, all necessary transportation home to shop or project at starting time and from shop or project to home at quitting time.

5.2 Travelling expenses shall be paid to employees at the rate of forty-eight point three cents **(48.3¢)** per mile when they supply their own transportation from job to job during the working hours at the direction of the Employer. In addition, this applicable rate plus all normal **benefits** for the time spent in travelling.

5.3 All employees when working on projects over thirty (30) miles (49 kilometres) radius as specified in Article 5.1 above shall be governed by and covered under the following Zones system adopted between the Union and the Employer:

a) **Zone #1**

Zone Number One (#1) shall be that area between the thirty (30) miles (48 kilometres) and forty (40) miles (64 kilometre) radius. All employees performing any work in this Zone shall receive Travel Expenses at the rate of eight dollars and fifty-eight cents (\$8.58) per day. The City of Stratford in its entirety shall be deemed to be included in Zone #1.

b) **Zone #2**

Zone Number Two (#2) shall be that area between the forty (40) miles (64 kilometre) and fifty (50) miles (80 kilometre) radius. All employees performing any work in this Zone shall receive travel expenses at the rate of seventeen dollars and seventeen cents (\$17.17) per day.

c) **Zone #3**

Zone Number Three (#3) shall be that area between the fifty (50) mile (80 kilometre) and sixty (60) mile (96 kilometre) radius. All employees performing work in this Zone shall receive travel expenses at the rate of twenty-five dollars and seventy four cents (\$25.74) per day.

5.4 When an employee is required to work sixty (60) miles (96 kilometres) or more from the City Hall, London, the rates and conditions of Article 5.5 shall apply.

In all cases where mileage is paid the most direct and practical route shall be used in calculating expenses.

Board Allowance

5.5 Board Allowance at the rate of fifty two dollars (\$52.00) per day worked shall be paid to employees when boarding away from home on jobs sixty (60) miles (96

kilometres) or more from the City Hall, London. When employees report for work on **out-**of-town projects, and there is no work available, due to job conditions, board shall be paid for a full day.

5.6 If a holiday falls during a normal work week, Board Allowance shall be paid in for that day providing the employee is available for work **shift** prior to the holiday and the work shift following the holiday.

5.7 Employees required to work outside the area set out in the Preamble of this Schedule shall be paid mileage calculated at forty eight point three (**48.3c**) cents per mile from the City Hall, London, and the same mileage when returning at the end of the project.

5.8 In the event the project spelled out in Article 5.7 is a hundred (**100**) miles (**160** kilometres) or more from the City Hall, London, employees shall receive a return trip calculated at forty eight point three cents (**48.3c**) per mile every thirty (**30**) days during the life of the project.

5.9 Employees working outside the area set out in the Preamble of this Schedule shall receive fifty two dollars (**\$52.00**) per day Board Allowance as defined in Article 5.5 or the rate in the Agreement applicable to the area where the project is located, whichever is greater.

ARTICLE 6 - CRAFT JURISDICTION

6.1 Refer to Schedule "**B**".

ARTICLE 7 - BENEFIT AND PENSION PLANS FOR **I.U.O.E., LOCAL 793**

7.1 Refer to Schedule "**B**".

7.2 The parties hereto agree that the Pension Plan presently in existence shall continue. The amount of monies to be paid into the Pension Plan by each Employer hour for each hour earned by each Operating Engineer in his employ shall be as follows:

Effective January 1, 1993, two dollars and ninety-nine cents (**\$2.99**) per hour;
Effective May 1, 1993, three dollars and twenty-nine cents (**\$3.29**) per hour; and
Effective May 1, 1994, three dollars and fifty-nine cents (**\$3.59**) per hour.

7.3 Refer to Schedule "B" .

ARTICLE 8 - TRAINING FUND

8.1 Refer to Schedule "B" .

ARTICLE 9 - OCCUPATIONAL HEALTH AND SAFETY

9.1 Refer to Schedule "B" .

SCHEDULE "C"

LABOURERS' LOCAL UNION CLASSIFICATIONS

The following classifications are the classifications applicable to employees who are members of Labourers' International Union of North America, Local **183** and of Labourers' International Union of North America, Locals **247, 491, 493, 506, 527, 597, 625, 837, 1036, 1059, 1081, 1089**:

a) **Group 1**

Form Builder - Setters (Carpenters)

b) **Group 2**

Reinforced Concrete Workers, including but not limited to:

- a) persons engaged in placed reinforcing steel bars;
- b) concrete finishers;
- c) form builder - setter improvers;
- d) **pre-stress** concrete cable placers and installers;
- e) post-tensioning concrete cable placers and installers;

c) **Group 3**

Form-helpers

d) **Group**

Working Foremen (Working Foremen shall be paid at the **minimum rate** of one dollar (**\$1.00**) per hour more than the prevailing rate of the people that he is supervising in that classification.)

e) **Group 5**

Layout Men (Layout Men shall be paid at the rate of fifty cents (**50c**) more per hour than the prevailing rate applicable to Group **1.**)

SCHEDULE "D" (I)

APPLICABLE TO THE LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL **183**

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following rates shall be paid to employees according to the classifications established in Schedule "C":

	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
a) <u>Group 1</u> - Form Builder-Setters (Carpenters)	\$24.25	\$25.00	\$25.75
b) <u>Group 2</u> - Reinforced Concrete Workers, etc.	\$23.25	\$24.00	\$24.75
c) <u>Group 3</u> - Form Helpers (Labourers)	\$22.25	\$23.00	\$23.75 ₃
d) <u>Group 4</u> - Working Foremen Working Foremen shall be paid at the minimum rate of one dollar (\$1.00) per hour more than the prevailing rate of the people he is supervising in that classification.			
e) <u>Group 5</u> - Layout Men	\$24.75	\$25.50	\$26.25
f) <u>certified Employees</u> Handling and directing and/or signalling of on-site material and equipment shall receive a maximum of fifty cents (.50c) per hour premium above Group 3 classification.			

ARTICLE 2 - MAINTENANCE OF EXISTING RATES

2.01 If the Employer desires to provide increases in wages and/or other benefits over and above those provided in the Collective Agreement, the Employer shall negotiate and **nagree** in writing with the Union as to such increases. If the Employer implements such

increases prior to any agreement with the Union, the Employer shall pay to the Union, as liquidated damages, a sum equal to such increases paid prior to any agreement with the Union.

ARTICLE 3 - LOCAL **183** MEMBERS' VACATION PAY FUND

3.01 a) The parties hereto agree to pay vacation pay into a holiday and vacation pay fund, known as the "Labourers' International Union of North America, Local **183** Members' Holiday and Vacation Pay Fund", the terms for which are set out in a separate Trust Document which is hereby made part of this Agreement. The said Trust Fund will be jointly administered by an equal member Management and Union Trustees.

b) The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Local **183** Members' Holiday and Vacation Pay Fund and they agree to be bound by the terms and conditions of the said Agreement and Declaration as if original parties thereto, and as if the same formed part of this Collective Agreement. In the event that any of the terms and conditions of the said Agreement and Declaration are in any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto, and as if the same formed part of this Collective Agreement.

3.02 Vacation with pay for employees shall be paid on the following basis:

a) Ten percent (**10%**) of gross earnings.

3.03 It is understood and agreed that the portion of vacation with pay over four percent (**4%**) as set forth in Article **3.02** of this Schedule, is paid in lieu of statutory holiday pay.

3.04 It is understood and agreed that vacation pay payments from the Fund to employees will be paid out twice annually between June 1 - **15** and November 1 - **15** in each year.

3.05 The Labourers' International Union of North America, Local **183** and the Association agree, subject to acceptance and adoption by the Trustees of the Labourers'

International Union of North America, Local **183**, Members' Vacation Pay Fund (the "Fund"), that Section **4.03(h)** of the Agreement and Declaration of Trust made as of the **29th** day of January, **1975**, as amended, establishing the said Fund, be amended as follows:

Article **4.03(h)**

Any income earned by the Fund shall be applied as follows:

- (i) To the payment of the expenses incurred in the administration of the Fund including but not limited to, the expenses of the Trustees, the Administrator and such legal counsel, investment counsel, accounting, actuarial and clerical assistants as are employed from time to time by the Trustees;
- (ii) To provide for any liability for income tax in respect of the income of the Fund;
- (iii) To the payment of vacation pay to employees of a bankrupt or insolvent Employer or an Employer who no longer carries on business where the said Employer defaulted on payment to the Fund due to bankruptcy, insolvency or discontinuance of a business, at any time **after** the date of this Agreement, on such terms, in such amounts and subject to such conditions as the Trustees may decide from time to time as may be required by the Employment Standards Branch, of the Ministry of Labour;
- (iv) To the setting up of any reserves which Trustees may deem appropriate; and
- (v) Any balance which remains is to be used to fund the Labour Management Job Promotion Fund referred to in Article **37**.

3.06 Merger of Vacation **Pay** Funds

The Labourers' International Union of North America, Local **183** and the Association agree to merge the Labourers' International Union of North America, Local **183** Members' Vacation Pay Trust Fund and the Labourers' International Union of North America, Local **183** Civil Engineering Vacation with Pay Trust Fund, subject to acceptance

and adoption by the Trustees thereof, in accordance with Section 6.03 of the Trust Agreements establishing both Funds.

ARTICLE 4 - WORKING DUES

4.01 Effective July 1, 1992, the Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Schedule, working dues in the amount of thirty-five cents (.35¢) per hour for each hour worked by the said employees and to remit the said working dues not later than the fifteenth (15th) day of the month following the month for which the deduction is made, in the following manner:

20 | a) Thirty cents (.30¢) per hour for each hour worked shall be remitted to Labourers' International Union of North America, Local 183 and the Employer shall use the Welfare Contribution Form for the said remittance of the said ~~twenty cents per hour~~ and shall note thereon the employees' names, social insurance numbers, and number of hours worked; and

b) Five cents (.05¢) per hour for each hour worked shall be remitted to the Secretary-Treasurer of the Labourers' International Union of North America, Ontario provincial District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form, showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

ARTICLE 5 - WELFARE PLAN

5.01 The parties hereto agree that, effective as of May 1, 1992, the Collective Agreement between them which expired on April 30, 1992 shall be amended to provide as follows:

a) Effective May 1, 1992, an amount of eighty cents (.80¢) per hour for each hour worked by each employee represented by Local 183 shall be paid by the Employer to the Local 183 Members' Benefit Fund.

b) Effective May 1, 1993, an amount of ninety cents (.90¢) per hour worked by each employee represented by Local 183 shall be paid by the Employer to the Local 183 Members' Benefit Fund;

c) Effective May 1, 1994 an amount of one dollar (\$1.00) per hour worked by each employee represented by Local 183 shall be paid by the Employer to the Local 183 Members' Benefit Fund;

d) Effective May 1, 1992, the Employer agrees to pay the sum of five cents (.05¢) for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits to such employees and their beneficiaries;

e) Effective May 1, 1993, the Employer agreed to pay the sum of seven cents (.07¢) per hour for each hour worked by each employee represented by Local 183 shall be paid by the Employers to the Labourers' Local 183 Prepaid Legal Benefits Fund, jointly administered by an equal number of Employer and Union trustees and the parties agree to execute the trust agreement establishing the said pre-paid legal service trust fund;

f) In the event that the trustees of the pre-paid legal services fund determine that the contribution is insufficient to finance the pre-paid legal services benefits, then the parties agree to execute amendments to the Local 183 Members' Benefit Fund trust agreement to permit the transfer of a portion of the net income of the Local 183 Members' Benefit Fund to the pre-paid legal services fund. No such transfer of the Local 183 Members' Benefit Fund Income shall in any way impair the viability of the Local 183 Members' Benefit Fund.

The Employer shall remit contributions to the Labourers' Local 183 Prepaid Legal Benefit Fund monthly, together with a duly-completed Employers' report form, by the fifteenth (15th) day of the month following the month for which the payment is due.

5.02 The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Local 183 Members' Benefit Fund and they agree to be bound by the terms and conditions of the said agreement and

declaration as if original parties thereto and as if the same formed part of this collective agreement. In the event any of the terms and conditions of the said Agreement and Declaration are in any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto and as if the same formed part of this Collective Agreement.

5.03 Local 183 Soft Tissue Rehabilitation Clinic and Local 183 Occupational Health Clinic

The Employer agrees to co-operate with the programs established by the **Soft** Tissue Rehabilitation Clinic and the Occupational Health Clinic, and, in particular, to require his employees to attend at the Occupational Health Clinic for the requisite testing at least once every three **(3)** years and further, to notify the **Soft** Tissue Clinic of any **soft** tissue injury sustained by any of his employees, including the address and telephone number of such employees, within three **(3)** days of any such injury.

5.04 It will not be a violation of Article **5.03** if, notwithstanding the Employer's best efforts, an employee refuses to attend at the Occupational Health Clinic for testing at least once every three **(3)** years.

5.05 Local 183 Members' Benefit Fund

The Labourers' International Union of North America, Local **183** and the Association agree to amend Section **8.01** of the Agreement of Declaration and Trust made as of October 1, **1980**, as amended, establishing the Local **183** Members' Benefit Fund to provide that, with respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty percent **(60%)** of the Party Associations provided that if the Trust Agreement is so amended by agreement involving at least sixty percent **(60%)** but less than one hundred percent **(100%)** of the Party Associations, any Association which claims it will suffer undue hardship as a result of such amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate its claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them.

ARTICLE 6 - PENSION PLAN

6.01 The Employer shall pay on behalf of each of his employees into the Labourers' Pension Fund of Central and Eastern Canada on the following basis:

- a) Effective May 1, 1992, the Employer shall pay one dollar and forty-two cents (**\$1.42**) per hour for each hour worked by each employee into the said Fund; and
- b) Effective May 1, 1993, the Employer shall pay one dollar and ~~fifty-two~~ cents (**\$1.52**) per hour for each hour worked by each employee into the said Fund; and
- c) Effective May 1, 1994, the Employer shall pay one dollar and sixty-two cents (**\$1.62**) per hour for each hour worked by each employee into the said Fund.

6.02 The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Labourers' Pension Fund of Central and Eastern Canada and they agree to be bound by the terms and conditions of the said Agreement and Declaration as if original parties thereto and as if the same formed part of this Collective Agreement. In the event any of the terms and conditions of the said Agreement and Declaration are in any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto and as if the same formed part of this Collective Agreement.

ARTICLE 7 - MEMBERS TRAINING FUND

7.01 The Employers ~~agree~~ to pay for each employee coming within the jurisdiction of this Collective Agreement into the Local **183** Members' Training Fund as follows:

Effective May 1, 1992 the sum of **fifteen** cents (**.15c**) per hour for each hour worked.

Effective May 1, 1993 the sum of twenty cents (**.20c**) per hour for each hour worked.

These payments, together with a duly completed Employer Report Form, are to be remitted by the **15th** day of the month following the month for which payments are due. It is understood that the Fund will be jointly **administered** by an equal number of Management and Union Trustees for the purpose of establishing a training program in order to upgrade and improve the skills of Local **183** members.

It is also understood that the Association shall have the right to have at least one **(1)** representative on the Board of Trustees.

7.02 The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Local **183** Members' Training Fund and they agree to be bound by the terms and conditions of the said Agreement and Declaration as if original parties thereto and as if the same formed part of this Collective Agreement. In the event any of the terms and conditions of the said Agreement and Declaration are in any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto and as if the same formed part of this Collective Agreement.

7.03 The Labourers' International Union of North America, Local **183** and the Association agree to amend Section **8.01** of the Agreement and Declaration of Trust made as of the **1st** day of May, **1977** establishing the Labourers' **Local 183** Members' Training and Rehabilitation Fund, as amended, so that it provides as follows:

Section **8.01**

"Except as otherwise provided for, this Agreement may only be amended by an instrument in writing under seal, properly executed by the Union and at least sixty percent **(60%)** of the Associations. Each such amendment shall be by an instrument in writing fixing the effective date of such amendment, and a copy shall be forwarded to the principal office of the Fund.

If the Trust Agreement is so amended by agreement involving at least sixty percent **(60%)** but less than one hundred percent **(100%)** of the Associations, any Association which claims that it will suffer undue hardship as a result of the amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator

shall have the authority to rescind the amendment if the grieving Association can substantiate the claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them.”

ARTICLE 8 - PARKING, TRAVELLING AND
ROOM AND BOARD ALLOWANCES

8.01 No travelling expenses will be paid on jobs in Metropolitan Toronto and in the geographical area which is the south side of Highway No. 7 on the north; on the west side of **Morningside** Road on the east, and the east side of Highway **10** on the west.

8.02 Employees working in the following geographic areas shall be paid as follows:

Zone : The geographic area bordered by **Hwy. #7** on the north, **Hwy. #10** on the west and **Morningside** on the east;

Zone : The area outside the geographic areas described in **8.01** above including the Townships of Pickering and Ajax to the east; the Towns of Markham, Vaughan and Richmond Hill to the north; the City of **Mississauga and Brampton** to the west.

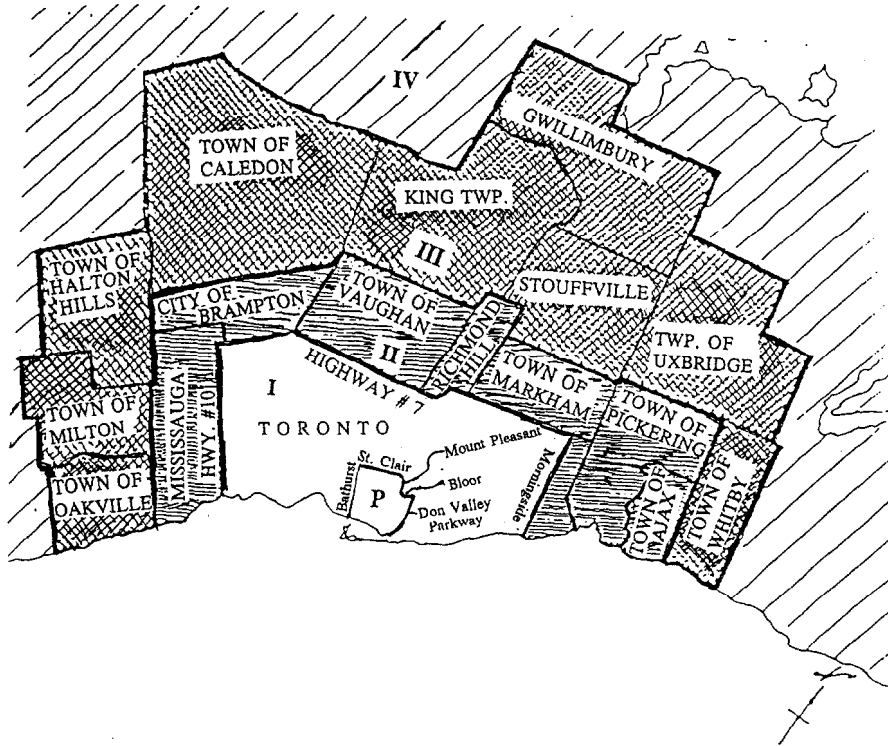
Zone I : The area outside Zone II as follows: to the east the Town of **Whitby**, the Township of **Uxbridge** and Manchester to the north and the Towns of Whitechurch and **Stouffville** and the Towns of Aurora and Newmarket, the King Township and the Township of West **Gwillimbury** up to Concession Road **8**, the Town of **Caledon**, the Town of **Halton Hills**, the Town of Milton and the Town of **Oakville**, the Town of **Burlington** and the Town of **Oshawa**.

Zone : All areas outside Zone III except **Simcoe** County.

TRAVELLING ALLOWANCES SHALL BE AS FOLLOWS:

<u>Zone I.</u>	Free
Zone II:	May 24, 1991 - \$ 8.00/day
Zone III:	May 24, 1991 - \$10.00/day
Zone IV:	May 24, 1991 - \$12.00/day
<u>Simcoe County:</u>	May 24, 1991 - \$15.00/day

SEE ATTACHED MAP.



- Cl Zone I: Free
- Zone II: May 1, 1992 - \$ 8.00/day
- Zone III: May 1, 1992 - \$10.00/day
- c1 Zone IV: May 1, 1992 - \$12.00/day

Simcoe County: May 1, 1992 - \$15.00/day

P Parking Allowance - \$ 8.00/day

8.03 Notwithstanding the above, no travel allowance will be payable if the employee's job-site is located in the same city or township in which the employee resides.

8.04 On projects falling within the area: bounded on the west by the east side of **Bathurst** Street, bounded on the north by the south side of St. **Clair** Avenue, bounded on the east by the west side of Mt. Pleasant south to **Bloor** and then the west side of the Don Valley and on the south by the north shore of Lake Ontario, employees will be paid a **daily** parking allowance to a maximum of eight dollars (**\$8.00**) per day worked. Where requested by the Employer, employees will provide **parking** receipts in support of such allowance. Daily parking allowance will not be paid where the Employer provides parking or where the Employer provides transportation to and from the above-noted parking allowance zone. It is agreed and understood that under the above conditions the Employer has the right to designate the parking facility.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 The hours of work of employees shall be eight (**8**) hours per day, Monday to Friday inclusive, and shall be worked between the hours of 7 a.m. and 5 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

9.02 All work performed in excess of eight (**8**) hours per day shall be paid for at one and one-half (**1 ½**) times the employee's regular hourly rate.

9.03 (a) One and **one-half (1½)** times the regular straight time hourly rate of pay shall be paid for hours worked prior to **7:00** o'clock in the morning or after **5:00** p.m. in the evening in any day, notwithstanding that the employee has not already completed a full day's work.

(b) One and **one-half (1½)** times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (**2**) **times** the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for **shift** work.

9.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as

liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

9.05 Any employee working in the capacity of cement finisher who commences work before 12:00 noon of any day shall only receive the overtime premium after he has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 10 - HIRING OF EMPLOYEES

10.01 In the event that the Employer requests from the Union a worker in a **specific** classification, the referral slip shall duly note such classification thereon; however, in the event that the Employer requests a referral slip for an employee whom it wishes to hire or requests that the Union send a named person to perform work for it, the classification of such person will not be noted on his referral slip.

If a person works for the Employer without obtaining and presenting the required referral slip, the Employer shall pay to the Union, as liquidated damages, a sum equal to the gross wages paid to such employee prior to his obtaining and presenting the required referral slip.

ARTICLE 11 - COMPOSITE CREW

11.01 Notwithstanding anything to the contrary contained in Article 17 of the Agreement, should an Employer sublet any portion of the concrete forming construction work, the Employer shall sublet all the phases of such construction work at the project to the same **formwork** subcontractor who is in contractual relations with the Union in recognition of the benefits derived from the **employment** of such contractors of composite, multi-skilled crews who perform all phases of the concrete forming construction work save and except for the following:

(a) the rubbing of concrete which shall be subcontracted to subcontractors who are in contractual relations with the Union;

(b) the **final** pulling of tendons in connection with post-tensioning work;

(c) the rod work portion of the work falling within the scope of this Agreement which shall be subcontracted to subcontractors who are in contractual relations with the International Association of Bridge, Structural and Ornamental Ironworkers, Local 721, pursuant to Article 17.02(a) of the Agreement and which may be subcontracted to subcontractors who are in contractual relations with the International Association of Bridge, Structural and Ornamental Ironworkers, Local 721 pursuant, to Article 17.02(b) of the Agreement,

ARTICLE 12 - WORKING GLOVE ALLOWANCE

12.01 The Steel Installers shall receive an allowance from the Employer **bi-monthly** to a maximum of six dollars (**\$6.00**) upon presentation of valid receipts for the sole purpose of purchasing working gloves.

SCHEDULE "D" (II)

TRAINING PROGRAM

(This Schedule shall apply to Trainees)

ARTICLE I

1.01 In addition to the requirements of Article 3B(i) of this Agreement, it is understood and agreed that an Unskilled Labourer or a Trainee shall only be hired by the Employer with the knowledge and consent of L.I.U.N.A. Local 183. In the event of any breach of this Agreement by the Employer, the Employer shall pay to such Unskilled Labourer or Trainee the full wages payable for the classification in which the Unskilled Labourer or Trainee, as the case may be, is being trained, as set forth in Article 1.01 of this Schedule, in addition to any other remedy which may be available to Local 183.

1.02 It is understood and agreed in the event that any layoff is necessitated, the Employer shall first lay off any Unskilled Labourers or Trainees in his employ prior to laying off any other employees.

ARTICLE 2 - WAGES AND CLASSIFICATIONS

	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
a) <u>Form Builder/Setters Trainees</u>			
1st 6 months - 60% of regular rate (plus 10% Vacation Pay, Welfare)	\$14.55	\$15.00	\$15.45
2nd 6 months - 75% of regular rate (plus 10% Vacation Pay, Welfare)	\$18.19	\$18.75	\$19.31
3rd 6 months - 90% of regular rate (plus 10% Vacation Pay, Welfare)	\$21.83	\$22.50	\$23.17
4th 6 months - 95% of regular rate (plus 10% Vacation Pay, Welfare)	\$23.04	\$23.75	\$24.46
b) <u>Reinforced Concrete Trainees</u>			
1st 6 months - 60% of regular rate (plus 10% Vacation Pay, Welfare)	\$13.95	\$14.40	\$14.85

	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
2nd 6 months - 80% of regular rate (plus 10% Vacation Pay, Welfare)	\$18.60	\$19.20	\$19.80
c) Form <u>Helper Trainees</u>			
1st 6 months - 70% of regular rate (plus 10% Vacation Pay, Welfare)	\$15.57	\$16.10	\$16.63
2nd 6 months - 85% of regular rate (plus 10% Vacation Pay, Welfare)	\$18.91	\$19.55	\$20.18

ARTICLE 3 - VACATION PAY, WELFARE,
WORKING DUES, PENSION, TRAINING

3.01 It is agreed and understood that Vacation with Pay, Working Dues, Welfare, Pension and Training Fund contributions shall be in accordance with Schedule "**D**" (I) of this Agreement.

ARTICLE 4 - TRAINING CENTRE PROGRAMS

4.01 Trainees who have completed a training program through the **L.I.U.N.A.**, Local **183** Training Centre shall, for the purposes of calculating time accumulated in the industry, include the trainee's attendance.

SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA LOCALS
247, 491, 493, 506, 527, 597, 625, 837, 1036, 1059, 1081, 1089

ARTICLE 1

1.01 Upon any of the Employers:

- a) performing work covered by the Agreement within the territorial jurisdiction of any one of Labourers' International Union of North America - **Locals 247, 491, 493, 506, 527, 597, 625, 837, 1036, 1059, 1081, 1089** (the "Local Unions"); and
- b) hiring members of any one of the Local Unions within whose territorial jurisdictions the work is performed, the terms and conditions of the Agreement, this Schedule, and the applicable Appendix attached to this Schedule shall apply to the members of the Local Union.

1.02 In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Schedule and the applicable Appendix, the terms and conditions of this Schedule and the applicable Appendix shall govern.

ARTICLE 2 - TERRITORIAL JURISDICTIONS

2.01 The following are the territorial jurisdictions of the Local Unions to which this Schedule applies:

a) **Local 247:**

Area 29 is the Counties of Lennox, Addington, **Frontenac** and Leeds. Area 30 is **Grenville** County. Area 12 is Prince Edward County and the Townships of Lake Tudor, **Grimsthorpe, Marmora, Madoc, Elzevir, Rawson**, Huntingdon, Hungerford, Sydney, **Thurlow, Murray, Trenton** and **Tyendinaga** in the County of Hastings, the Townships of McClure, **Wicklow, Bangor, Herschel, Monteagel, Carlow, Faraday, Dunganon, Mayo, Wollaston, Limerick** and **Cashel** in the County of Hastings.

b) **Local 491:**

Board Area 10 within a fifty (50) mile radius of **Timmins** Federal Building and west along Highway 101 including the Town of **Chapleau** up to the District of **Algoma** Borderline and north along the District of **Algoma** Line up to the **83rd**

longitude to Hudson Bay and all area east to the Quebec Border, including the towns of **Opastika, Harty, Kapuskasing**, Smooth Rock Falls and **Cochrane**. Save and except that area which belongs to Local **493**, south of the **49th** parallel.

c) **Local 493:**

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

d) **Local 506:**

The Municipality of Metropolitan Toronto, the Regional Municipalities of Peel and York, the Towns of **Oakville** and **Halton** Hills and the portion of the Town of Milton within the geographic Township of **Esquesing**, and the Towns of Ajax and Pickering in the Regional Municipality of Durham.

e) **Local 527:**

The Regional Municipality of Ottawa-Carleton, the Counties of **Lanark, Russel**, Prescott, **Dundas, Stormont, Glengarry** and **Renfrew**.

f) **Local 597:**

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

g) **Local 625:**

The Counties of Essex and Kent.

h) **Local 837:**

The County of Wentworth, that portion of Halton County west of Highway 25, extended in a straight line to the Queen Elizabeth Way. For the portion south of the Queen Elizabeth Way the property dividing the B.P. and Shell Oil Refineries in the County of Halton, and Board Area No. 5, namely, the Counties of Lincoln, Welland and Haldimand.

i) **Local 1036:**

The District of Algoma including that portion of the District of Algoma which lies north of the 49th parallel of latitude and which is not within the Ontario Labour Relations Board Area No. 21.

j) **Local 1059:**

The Counties of Middlesex, Huron, Bruce, Perth, Oxford and Elgin, recognized as Ontario Labour Relations Board Area No. 3.

k) **Local 1081:**

The Counties of Waterloo, Wellington, Dufferin, Grey, Norfolk and Brant, recognized as Ontario Labour Relations Board Areas No. 4, 6, 7, 27 and 28.

l) **Local 1089:**

County of Lambton.

ARTICLE 3 - GRIEVANCE AND ARBITRATION

3.01 When an Employer performs work in a Local Union's territorial jurisdiction, the said Local Union has the right to file a grievance concerning the interpretation, application, administration or alleged violation of the applicable Appendix to this Schedule, including any question as to whether a matter is **arbitrable**, in accordance with the following process:

a) to process such grievance according to Articles 5 and 6 (Grievance Procedure and Arbitration) of the Agreement, as if the Local Union was a party to the Agreement; or

b) notwithstanding Articles 5 and 6 (Grievance Procedure and Arbitration) of the Agreement, to refer such grievance to the Ontario Labour Relations Board for final and binding determination pursuant to the *Labour Relations Act*, **R.S.O.**

1980, c.228, and, in particular section **126** thereof, as if the Local Union was a party to the Agreement and the Association, by and on behalf of its member employers, covenants and agrees to treat such referral to arbitration as if the Local Union was a party to the Agreement for the purpose of the *Labour Relations Act* as aforesaid.

ARTICLE 4 - LOCAL UNION APPENDICES

4.01 Attached hereto and forming part of this Schedule and part of the Agreement are the following appendices specifying particular wages, terms and conditions of employment and other provisions applicable to each of the Local Unions to which this Schedule applies:

- Appendix 1 - Local **247** - Kingston
- Appendix 2 - Local **491** - **Timmins**
- Appendix 3 - Local **493** - **Sudbury**
- Appendix 4 - Local **506** - Toronto
- Appendix 5 - Local **527** - Ottawa
- Appendix 6 - Local **597** - **Oshawa**
- Appendix 7 - Local **625** - Windsor
- Appendix 8 - Local **837** - Hamilton
- Appendix 9 - Local **1036** - **Sault Ste. Marie**
- Appendix **10** - Local **1059** - London
- Appendix **11** - Local **1081** - Cambridge
- Appendix **12** - Local **1089** - **Sarnia**

ARTICLE 5 - HIRING OF EMPLOYEES

5.01 In the event that the Employer requests from the Local Union and subject to Article **30**, a worker in a specific classification, the referral slip shall duly note such classification thereon; however, in the event that the Employer requests a referral slip for an employee whom it wishes to hire or requests that the Local Union send a named person to perform work for it, the classification of such person will not be noted on his referral slip.

ARTICLE 6 - SUB-CONTRACTING CLAUSE

6.01 Should the Employer perform any work falling within the scope of the Local Union's other Collective Agreements in the residential sector of the construction industry, then the Employer shall perform such work in accordance with the applicable Collective Agreement(s).

ARTICLE 7 - WORKING DUES

7.01 It is agreed that the Employer shall remit working dues to the Union or Local Union which that employee is a member of.

When an Employer is performing work within the territorial jurisdiction of a Local Union, the Employer agrees to provide the said Local Union with a photocopy of the remittance forms for **all** its employees working in the Local Union's territorial jurisdiction.

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APPENDIX 1 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 247 - KINGSTON

The following Articles apply to members of Local 247 when any of the Employers:

- a) perform work within the territorial jurisdiction of Local 247; and
- b) hire members of Local 247.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local 247. The Group Classifications are those established in Schedule "C":

	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
a) <u>Group 1</u> - Form Builder-Setters (Carpenters)	\$17.81	\$18.67	\$19.49
b) <u>Group 2</u> - Reinforced Concrete Workers, etc.	\$17.31	\$18.17	\$18.99
c) <u>Group 3</u> - Form Helpers (Labourers)	\$16.31	\$17.17	\$17.99
d) <u>Group 4</u> - Working Foremen Working Foremen shall be paid at the minimum rate of one dollar (\$1.00) Per hour more than the prevailing rate of the people he is supervising in that classification.			
e) <u>Group 5</u> - Layout Men	\$18.06	\$18.93	\$19.75

ARTICLE 2 - VACATION PAY

2.01 Vacation Pay shall be paid to all employees at the rate of ten percent (10%) of gross earnings, which vacation pay shall be paid directly to the employees on January 1st, April 1st, July 1st and October 1st of each year or upon termination of an employee's employment with an Employer, as the case may be.

ARTICLE 3 - WELFARE PLAN, PENSION PLAN AND TRAINING FUND

3.01 The Employer shall pay on behalf of each of his employees into the Labourers' Pension Fund of Central and Eastern Canada on the following basis:

- a) Effective May 1, 1992, the Employer shall pay eighty cents (.80¢) per hour for each hour worked by each employee into the said Fund.
- b) Effective May 1, 1993, the Employer shall pay ninety cents (.90¢) per hour for each hour worked by each employee into the said Fund.
- c) Effective May 1, 1994, the Employer shall pay one dollar (\$1.00) per hour for each hour worked by each employee into the said Fund.

3.02 The Employer shall pay on behalf of each of his employees into the L.I.U.N.A. Participating Locals Training and Rehabilitation Fund, a training contribution in the amount of ten cents (.10¢) per hour for each hour worked by each employee.

3.03 Effective May 1, 1992, the Employer shall pay on behalf of each of his employees into the Labourers' Multi-Local Welfare Trust Fund c/o RMT Employee Benefit Plan Consultants Ltd., welfare contributions in the amount of ninety cents (.90¢) per hour for each hour worked by each employee.

Effective May 1, 1993, the Employer shall pay on behalf of each of his employees into the Labourers' Multi-Local Welfare Trust Fund, welfare contributions in the amount of ninety-five cents (.95¢) per hour for each hour worked by each employee.

3.04 The payments specified in Articles 3.01, 3.02 and 3.03 above, together with a duly completed Employer Report Form, shall be remitted by the fifteenth (15th) day of the month following the month for which the payments are due.

ARTICLE 4 - WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Appendix, working dues in the amount of two percent (2%) of Group 1 for each

hour worked by the said employees and to remit the said working dues not later than the fifteenth (15th) day of the month following the month for which the deduction is made, in the following manner:

- a) Effective May 1, 1992, thirty-six cents (.36c) per hour for each hour worked shall be remitted to Local 247 and the Employer shall use the Pension Contribution Form for the remittance of the said thirty-six cents (.36c) per hour and shall note thereon the employees' names, social insurance numbers and number of hours worked; and
- b) Of the two percent (2%), three cents (.03c) per hour for each hour worked shall be remitted to the Secretary-Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council. District Council working dues deduction shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

ARTICLE 5 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 For all jobs outside Ontario Labour Relations Board Areas 12, 29 and 30, the following expenses will apply:

- a) The Employer shall pay employees straight time rates for all time spent travelling to the work site. Time will commence from leaving the assembly point and end at the time of arrival to the work site.

The Free Zone Area shall be the same as that in the current Labourers' I.C.I. Provincial Agreement.

- b) Employees who are required to use their own transportation will be paid thirty- six cents (.36c) per road kilometre one way from the work site as per the current Labourers' I.C.I. Provincial Agreement.

e) It is understood that if the Employer requires an employee to be out of town overnight, the Employer will provide, at his own expense, suitable room and board accommodation for the employee or will pay to the employee a daily allowance of fifty dollars (**\$50.00**) per day or to a maximum of two hundred and fifty dollars (**\$250.00**) per week.

ARTICLE 6 - **PREFERENTIAL** TREATMENT

6.01 In the event of layoff, permanent or temporary, and/or distribution of overtime, preference shall not be given to employees of another Local Union, provided that the employees are capable of performing the work within that classification. This shall also be applicable in circumstances where the reduction of crews is caused by inclement weather.

ARTICLE 7 - HOURS OF WORK

7.01 The hours of work for employees shall be eight (**8**) hours per day, Monday to Friday inclusive, and shall be worked between the hours of **7:00** a.m. to **7:00** p.m. **Working** hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of eight (**8**) hours per day shall be paid for at one and one-half (**1½**) times the employee's regular hourly rate.

7.03 a) One and one-half (**1½**) times the regular straight time hourly rate of pay shall be paid for hours worked prior to **7:00** o'clock in the morning or after **7:00** o'clock in the evening in any day, notwithstanding that the employee has not already completed a full day's work.

b) One and one-half (**1½**) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (**2**) times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for **shift** work.

7.04 In the event an Employer **fails** to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (**10%**) of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee working in the capacity of floor finisher who commences work before **12:00** Noon of any day shall only receive the overtime premium after he has completed eight (**8**) hours of work, notwithstanding the overtime provisions of this Agreement.

APPENDIX 2 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA. LOCAL 491 - TIMMINS

The total increase for wages and benefits for the duration of **this** agreement will be as **follows:**

- Effective May **1, 1992** - Forty cents **(.40¢)**
- Effective May **1, 1993** - One dollar and ten cents **(\$1.10)**
- Effective May **1, 1994** - One dollar **(\$1.00)**

The following Articles apply to members of Local 491 when any of the Employers:

- a) perform work within the territorial jurisdiction of Local 491; and
- b) hire members of Local 491.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local 491. The Group Classifications are those established in Schedule "C":

May 24/91

- | | |
|---|---------|
| a) <u>Group 1</u> - Form Builder-Setters
(Carpenters) | \$19.20 |
| b) <u>Group 2</u> - Reinforced Concrete
Workers, etc. | \$18.61 |
| c) <u>Group 3</u> - Form Helpers (Labourers) | \$17.00 |
| d) <u>Group 4</u> - Working Foremen
Working Foremen shall be paid at the
minimum rate of one dollar (\$1.00)
per hour more than the prevailing rate
of the people he is supervising in that
classification. | |
| e) <u>Group 5</u> - Layout Men | \$19.36 |

ARTICLE 2 - VACATION PAY

2.01 Vacation pay shall be paid to all employees at the rate of ten **(10%)** percent of gross earnings, which vacation pay shall be paid directly to the employees on July **1st** and December **1st** of each year or upon termination of an employee's employment with an Employer, as the case may be.

ARTICLE 3 - WELFARE PLAN AND PENSION PLAN

3.01 The Employer shall pay on behalf of each of his employees into the **L.I.U.N.A.** Ontario Participating Locals **1981** Benefit Trust on the following basis:

Effective May **24, 1991** the Employer shall pay seventy cents **(.70¢)** per hour for each hour worked by each employee into the said Fund.

3.02 The Employer shall pay on behalf of each of his employees into the Labourers' Pension Fund of Central and Eastern Canada the sum of forty cents **(.40¢)** per hour for each hour worked by each employee.

ARTICLE 4 - WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Appendix, working dues in the amount of two percent **(2%)** per hour for each hour earned by the said employees and to remit the said working dues not later than the **15th** day of the month following the month for which the deduction is made in the following manner:

a) Two percent **(2%)** per hour for each hour earned less three cents **(3¢)** per hour shall be remitted to Local **491** and the Employer shall use the Welfare Contribution Form for the remittance of this amount and shall note thereon the employees' names, social insurance numbers and number of hours earned; and

b) Three cents **(.03¢)** per hour for each hour worked shall be remitted to the Secretary-Treasurer of the Labourers' District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked

for those on whose behalf such deductions were made on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

ARTICLE 5 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 There shall be a free zone extending to a radius of twenty (20) miles from the Federal Building in the following zones. No travel allowance shall be paid for work within these zones: District of **Cochrane - Timmins**.

5.02 When transportation is not provided an employee who works in a zone outside of the above-mentioned free zone, and resides more than (5) road miles from the project, he shall be paid a travel allowance of thirty two cents (.32¢) per road mile from the perimeter of the free zone to the project and return.

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

5.04 Board allowance of thirty dollars (\$30.00) per day worked shall be paid to each employee working beyond a fifty (50) mile radius, and within a one hundred (100) mile radius of the above-mentioned Federal Building. If work is performed on Saturday and/or Sunday, each employee shall be paid for these days on the basis of thirty dollars (\$30.00) per day.

5.05 When working beyond the one hundred (100) mile radius from the Federal Building, the employee shall receive thirty dollars (\$30.00) per day board allowance, *seven* (7) days per week.

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

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

ARTICLE 6 - TRAINING FUND

6.01 The Employer shall pay on behalf of each of his employees into the **L.I.U.N.A.** Participating Locals Training and Rehabilitation Fund a training contribution in the amount of ten cents **(.10¢)** per hour for each hour worked by each employee.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.01 The hours of work of employees shall be forty-two and one half **(42½)** hours per week, eight and one half **(8½)** hours maximum per day, Monday to Friday inclusive, and shall be worked **between** the hours of **7:00** a.m. and **7:00** p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of eight and one half **(8½)** hours per day shall be paid for at one and **one-half (1½)** times the employee's regular hourly rate.

7.03 (a) One and one-half **(1½)** times the regular straight time hourly rate of pay shall be paid for hours worked prior to **7:00** a.m. or **after 7:00** p.m. in any day, notwithstanding that the employee has not already completed a full day's work.

(b) One and **one-half (1½)** times the regular straight time hourly rate shall be paid for hours worked on Saturday and two **(2)** times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for **shift** work.

7.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent **(10%)** of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee working in the capacity of floor **finisher** who commences work before **12:00** Noon of any day shall only receive the overtime premium **after** he has completed eight **(8)** hours of work, notwithstanding the overtime provisions of this Agreement.

APPENDIX 3 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 493 - SUDBURY

The total increase for wages and benefits for the duration of this agreement will be as follows:

Effective May 1, 1992 - Forty cents (.40¢)
Effective May 1, 1993 - One dollar and ten cents (\$1.10)
Effective May 1, 1994 - One dollar (\$1.00).

The following articles apply to members of Local 493 when any of the Employers:

- a) perform work within the territorial jurisdiction of Local 493; and
- b) hire members of Local 493.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local 493. The Group Classifications are those established in Schedule "C":

	<u>May 24/91</u>
a) <u>Group 1</u> - Form Builder-Setters (Carpenters)	\$19.20
b) <u>Group 2</u> - Reinforced Concrete Workers, etc.	\$18.61
c) <u>Group 3</u> - Form Helpers (Labourers)	\$17.00
d) <u>Group 4</u> - Working Foremen Working Foremen shall be paid at the minimum rate of one dollar (\$1.00) per hour more than the prevailing rate of the people he is supervising in that classification.	
e) <u>Group 5</u> - Layout Men	\$19.36

ARTICLE 2 - VACATION PAY

2.01 Vacation pay shall be paid to all employees at the rate of ten percent (**10%**) of gross earnings, which vacation pay shall be paid directly to the employees on July **1st** and December **1st** of each year or upon termination of an employee's employment with an Employer, as the case may be.

ARTICLE 3 - WELFARE PLAN AND PENSION PLAN

3.01 The Employer **shall** pay on behalf of each of his employees into the Northern Ontario Labourers' Trust Fund a welfare contribution in the amount of eighty cents (**.80¢**) per hour for **each hour worked** by each employee.

3.02 The Employer shall pay on behalf of each of his employees into the Labourers' Pension Fund of Central and Eastern Canada the sum of sixty-five cents (**.65¢**) per hour for each hour worked by each employee.

ARTICLE 4 - WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Appendix, working dues in the amount of **three percent (3%)** per hour for each hour **earned** by the said employees and to remit the said working **dues** not later than the fifteenth (**15th**) day of the month following the month for which the deduction is made in the following manner:

a) Three percent (**3 %**) per hour for each hour earned less three cents (**.03¢**) per hour shall be remitted to Local **493** and the Employer shall use the Welfare Contribution Form for the remittance of this amount and shall note thereon the employees' names, social insurance numbers and number of hours earned; and

b) Three cents (**.03¢**) per hour for **each** hour worked shall be remitted to the Secretary-Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such **dues**, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were

made on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

ARTICLE 5 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 There shall be a **free** zone extending to a radius of forty **(40)** miles from the Federal Buildings in the following zones. No travel allowance shall be paid for work within these zones:

District of **Sudbury** - **Sudbury**
District of **Manitoulin** - Little Current
District of **Nipissing** - North Bay
District of Parry Sound - Parry Sound
District of **Temiskaming** - Kirkland Lake and **Haileybury**

5.02 When transportation is not provided an employee who works in a zone outside of the above-mentioned free zones, and resides more than five **(5)** road miles from the project, shall be paid a travel allowance of thirty cents **(.30¢)** per road kilometre from the perimeter of the free zone to the project and return.

5.03 When transportation is provided by the Employer in a zone outside of the above mentioned free zone, the employee shall receive a travel allowance of thirty cents **(30¢)** per road mile from the perimeter of the free zone and return. However, the employee shall be at the job site at starting time and work his scheduled **shift**.

5.04 Board allowance of forty dollars **(\$40.00)** per day for each day worked to a maximum of two hundred dollars **(\$200.00)** per week shall be paid each employee working beyond a **fifty (50)** mile radius, and within a one hundred **(100)** mile radius of the **above-**mentioned Federal Buildings. If work is performed on Saturday and/or Sunday, each employee shall be paid for these days on the basis of forty dollars **(\$40.00)** per day.

5.05 When working beyond the one hundred **(100)** mile radius from the Federal Buildings, the employee shall receive forty dollars **(\$40.00)** per day board allowance, seven **(7)** days per week.

5.06 If the Employer chooses to pay room and board, he shall also pay the travel allowances as set out in Paragraphs **5.01**, **5.02** and **5.03** of this Appendix to enable the employee to reach the job site, and shall also pay his way home at the aforesaid rate when the job has been completed. If the employee quits without good reason, the travel allowance will not be paid.

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

ARTICLE 6 - TRAINING FUND

6.01 The Employer shall pay on behalf of each of his employees into the **L.I.U.N.A.** Participating Locals Training and Rehabilitation Fund a training contribution in the amount of fifteen cents (**15c**) per hour for each hour worked by each employee.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.01 The hours of work of employees shall be eight and one-half (**8½**) hours per day, Monday to Friday inclusive, and shall be worked **between** the hours of **7:00** a.m. **and 7:00** p.m. **Working** hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of eight and one-half (**8½**) hours per day shall be paid for at one and one-half (**1½**) times the employee's regular hourly rate.

7.03 (a) One and one-half (**1½**) **times** the regular straight time hourly rate of pay shall be paid for hours worked prior to **7:00** a.m. or **after 7:00** p.m. in any day, notwithstanding that the employee has not already completed a full day's work.

(b) One and one-half (**1½**) times the regular straight time hourly rate shall be paid for hours worked on Saturday and two **(2)** times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for **shift** work.

7.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent **(10%)** of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee working in the capacity of floor **finisher** who commences work before **12:00** Noon of any day shall only receive the overtime premium **after** he has completed eight **(8)** hours of work, notwithstanding the overtime provisions of this Agreement.

APPENDIX 4 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 506 - TORONTO

The total increase for wages and benefits for the duration of this agreement will be as follows:

Effective May 1, 1992 - forty cents (.40¢)
Effective May 1, 1993 - one dollar and ten cents (\$1.10)
Effective May 1, 1994 - one dollar (\$1.00).

ARTICLE I - SCOPE

1.01 The following articles shall apply to members of Local 506 when they are employed as form helpers in O.L.R.B. Geographic Area No. 8 and Simcoe County, for all projects excluding projects coming within the following scope of work:

- i) all work covered by the Collective Agreement between Labourers' Union, Local 183 and the Metropolitan Toronto Apartment Builders' Association;
- ii) all work covered by the Collective Agreement between Labourers' Union, Local 183 and the Heavy Construction Association of Toronto;
- iii) light industrial buildings;
- iv) strip shopping centres or strip shopping plazas of any shape.

ARTICLE 2 - WAGES

2.01 The following hourly rate shall be paid to members of Local 506, employed as:

May 24/91

- a) Group 3 - Form Helpers \$21.90

ARTICLE 3 - VACATION PAY

3.01 Vacation pay shall be paid to all employees at the rate of ten percent (**10%**) of gross earnings, which vacation pay shall be paid directly to the employees quarterly on the anniversary dates following the first pay cheque of April, first pay cheque of July, first pay cheque of October, first pay cheque of January, or upon termination of the employees' employment with the Employer as the case may be.

ARTICLE 4 - WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, as set forth in Article 2 of this Schedule, working dues in the amount of forty cents (**40¢**) per hour for each hour worked by the said employees and remit the said working dues not later than the fifteenth (**15th**) day of the month following the month for which the deduction is made, in the following manner:

a) Thirty-five cents (**.35¢**) per hour for each hour worked shall be remitted to the Labourers' International Union of North America, Local **506** and the Employer shall use the Welfare Contribution Form for the said remittance of the said thirty-five cents (**35¢**) Per hour and shall note thereon, the employees' names, social insurance numbers, and number of hours worked; and

b) Five cents (**.05¢**) per hour for each hour worked **shall** be remitted to the Secretary-Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund Contributions to the Labourers' Pension Fund of Central and Eastern Canada.

ARTICLE 5 - WELFARE PLAN

5.01 The Employer shall pay on behalf of each of his employees into the Local **506** (Construction Division) Employee Benefit Fund as provided for in Article **16**, Employer Contributions and Remittances, as follows: May **24, 1991 - \$1.27**. In addition to the above rate the Employer shall contribute to Local **506** Legal Fund the sum of five cents (**.05¢**) per hour for each hour worked by each employee.

5.02 The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Local **506** (Construction Division) Employee Benefit Trust and they agree to be bound by the terms and conditions of the said Agreement and Declaration as if original parties thereto and as if the same formed part of this Collective Agreement. In the event any of the terms and conditions of the said Agreement and Declaration are in any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto and as if the same formed part of this Collective Agreement.

ARTICLE 6 - PENSION PLAN

6.01 The Employer shall pay on behalf of each of his employees into the Labourers' Pension Fund of Central and Eastern Canada, per hour for each hour worked by each employee as follows:

May **24, 1991 - \$0.90** per hour

6.02 The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Labourers' Pension Fund of Central and Eastern Canada and they agree to be parties thereto and as if the same formed part of the Collective Agreement. In the event any of the terms and conditions of the said Agreement and Declaration are in any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto and as if the same formed part of this Collective Agreement.

ARTICLE 7 - TRAINING FUND

7.01 Effective May **24, 1991**, the Employer agrees to pay ten cents (**10¢**) per hour for each hour worked by each employee coming within the jurisdiction of this Collective Agreement into the Local **506** Training Fund. These payments, together with a **duly-**completed Employer Report Form, are to be remitted by the **fifteenth (15th)** day of the month following the month for which payments are due. It is understood that the Fund will be jointly administered by an equal number of Management and Union Trustees for the purpose of establishing a training program in order to upgrade and improve the skills of Local **506** members.

7.02 The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Local **506** Members' Training Fund and they agree to be bound by the terms and conditions of the said Agreement and Declaration as if original parties thereto and as if the same formed **part** of this Collective Agreement.

ARTICLE 8 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

8.01 No travelling expenses will be paid on jobs in Metropolitan Toronto and in the geographical area which is south of Highway Number 7 on the north; east to **Morningside**; and west to Highway Number **10**.

8.02 Employees working in the following geographic area shall be paid as follows:

ZONE I: The geographic area bordered by Highway **#7** on the north, Highway **#10** on the **west** and **Morningside** on the east.

Free Zone

ZONE II: The area outside the geographic area described in **8.01** above including the Townships of Pickering and Ajax to the east; the Towns of Markham, Vaughan and Richmond Hill to the north; the City of **Mississauga** and **Brampton** to the west.

May **24, 1991** - **\$8.00/day**

ZONE III: The area outside Zone II as follows: To the east the Town of **Whitby**, the Township of **Uxbridge** and Manchester to the north the Towns of Whitechurch and **Stouffville** and the Towns of Aurora and Newmarket, King Township and the Township of West **Gwillimbury** up to Concession Road **8**, the Town of **Caledon**, the Town of **Halton Hills**, the Town of Milton and the Town of **Oakville**, the Town of **Burlington** and the Town of **Oshawa**.

May 24, 1991 - \$10.00/day

ZONE IV: AU areas outside Zone III except **Simcoe** County.

May 24, 1991 - \$12.00/day

SIMCOE COUNTY: May 24, 1991 - \$15.00/day

ARTICLE 9 - COMPOSITE CREW

9.01 Notwithstanding any other clause in this Agreement, where the Employer performs work covered by this Appendix, he will employ three (3) members of Local 506 of the initial eight (8) man crew and two (2) of every five (5) man crew provided they are qualified in the **Formwork** field.

ARTICLE 10 - PRE-JOB CONFERENCE

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

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 Any employee **working** in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after he has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

APPENDIX 5 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL **527** - OTTAWA

The current differential in this Collective Agreement and the ICI Collective Agreement will **continue** to remain at the same differential for the duration of this agreement

The following articles apply to members of Local **527** when any of the Employers:

- a) perform work within the territorial jurisdiction of Local **527**; and
- b) hire members of Local **527**.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local **527**. The Group Classifications are those established in Schedule "**C**":

	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
a) <u>Group 1</u> - Form Builder-Setters (Carpenters)	\$21.00	\$21.50	\$22.00
b) <u>Group 2</u> - Reinforced Concrete Workers, etc.	\$19.00	\$19.50	\$20.00
c) <u>Group 3</u> - Form Helpers	\$18.00	\$18.50	\$19.00
d) <u>Group 4</u> - Working Foremen Working Foremen shall be paid at the minimum rate of one dollar (\$1.00) per hour more than the prevailing rate of the people he is supervising in that classification.			
e) <u>Group 5</u> - Layout Men	\$21.50	\$22.00	\$22.50

ARTICLE 2 - VACATION PAY

2.01 Vacation Pay at the rate of ten percent (10%) of gross earnings shall be paid for all employees by an Employer.

2.02 Vacation Pay shall be remitted by an Employer to the L.I.U.N.A. Local 527 Benefit Trust Fund, together with a duly-completed contribution form, not later than the fifteenth (15th) day of each month following the month for which such payment is due. One copy of the said form shall be sent to Local 527.

ARTICLE 3 - WELFARE PLAN AND PENSION PLAN

3.01 The Employer shall pay on behalf of each of his employees into the L.I.U.N.A. Local 527 Benefit Trust Fund a welfare contribution as follows:

Effective August 1, 1992, seventy-seven cents (.77¢) per hour for each hour worked.

Effective May 1, 1993, ninety-eight (.98¢) per hour for each hour worked.

Effective May 1, 1994, one dollar and thirty cents (\$1.30) per hour for each hour worked.

The above-mentioned contribution includes ten cents (.10¢) per hour effective August 1, 1992 and fifteen cents (.15¢) per hour effective May 1, 1994 for the Legal Benefit fund and shall be remitted by the administration of Local 527 Benefit Trust Fund monthly to the Local 527 Secretary-Treasurer.

The above-mentioned welfare contributions include three cents (.03¢) per hour effective August 1, 1992; five cents (.05¢) per hour effective May 1, 1993; and twelve cents (.12¢) per hour effective May 1994, Local 527 Tri-Fund contributions and shall be remitted by the Administrator of the Local 527 Benefit Trust Fund to the Local 527 Secretary-Treasurer.

3.02 The Employer shall pay on behalf of each of his employees into the Labourers' Pension Fund of Central and Eastern Canada as follows:

Effective August 1, 1992, eighty-six cents (.86¢) per hour for each hour worked.

Effective May 1, 1993, one dollar and sixteen cents (\$1.16) per hour for each hour worked.

Effective May 1, 1994, one dollar and twenty-six cents (\$1.26) per hour for each hour worked.

The above-mentioned Pension contributions include five cents (.05¢) per hour Provincial District Council Working Dues; and effective May 1, 1993 the above-mentioned Pension Fund contributions include five cents (.05¢) per hour L.I.U.N.A. Tri-Fund contribution.

ARTICLE 4 - WORKING DUES

4.01 The Employer agrees to **deduct** from the employees' wages, as set forth in Article 1 of this Appendix, working dues and to remit the said working dues not later than the fifteenth (15th) day of the month following the month for which the deduction is made, in the following manner:

- a) Effective August 1, 1992, forty cents (.40¢) per hour for each hour worked.
- b) Effective May 1, 1993, forty-four cents (.44¢) per hour for each hour worked.
- c) Effective May 1, 1994, forty-seven cents (.47¢) per hour for each hour worked.

These amounts shall be remitted to Local 527 and the Employer shall use a Contribution Form designated by Local 527 for the remittance of the said amounts per hour and shall note thereon the employees' names, social insurance numbers and number of hours worked, and District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits

Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.01 The work week shall consist of forty-two (42) hours per week, scheduled as follows: eight and one-half (8½) hours per day Monday to Thursday inclusive and eight (8) hours on Friday. Such hours are to be worked between 7:00 a.m. and 6:30 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Local Union.

5.02 All work performed in excess of eight and one-half (8½) hours per day, Monday to Thursday inclusive, and in excess of eight (8) hours on Fridays shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

5.03 a) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 o'clock in the morning or after 6:30 in the evening in any day notwithstanding that the employee has not already completed a full day's work.

b) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (2) times his regular straight time hourly rate shall be paid for hours worked on a Sunday and holidays save and except for shift work.

5.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

5.05 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after he has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 6 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

6.01 a) No travelling expenses will be paid to employees who are normally employed within the National Capital Commission Greenbelt area when the job is within the Greenbelt area.

6.02 The following travelling expenses shall apply to employees who are normally employed within the National Capital Commission Greenbelt Area who are required to travel to a job outside the Greenbelt Area and to employees who are normally employed within the city **limits** of Cornwall who are required to travel to a job outside the city limits of Cornwall:

a) Where transportation is supplied by the Employer, the Employer shall pay employees at straight time for all time spent travelling to and from the job site, to a maximum of four **(4)** hours per day.

b) Employees who are required to use their own transportation will be paid thirty cents **(.30¢)** per road kilometre to and from the job site.

c) The Employer will pay employees a daily allowance of forty dollars **(\$40.00)** per day to a maximum of two hundred dollars **(\$200.00)** per week, if the Employer requires an employee to be out of town overnight; or the Employer will provide, at his own expense, suitable room and board accommodation for the employee.

APPENDIX 6 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL **597 - OSHAWA**

The following articles apply to members of Local **597** when any of the Employers:

- a) perform work within the territorial jurisdiction of Local **597**; and
- b) hire members of Local **597**.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local **597**. The Group Classifications are those established in Schedule "C":

a) **OSHAWA AREA - ZONE 1**

	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
i) <u>Group 1</u> - Form Builder-Setters (Carpenters)	\$21.07	\$21.97	\$22.70
ii) <u>Group 2</u> - Reinforced Concrete Workers, etc.	\$20.47	\$21.37	\$22.10
iii) <u>Group 3</u> - Form Helpers	\$19.39	\$20.30	\$21.03
iv) <u>Group 4</u> - Working Foremen Working Foremen shall be paid at the minimum rate of one dollar (\$1.00) per hour more than the prevailing rate of the people he is supervising in that classification.			
v) <u>Group 5</u> - Layout Men	\$21.32	\$22.23	\$22.95

b) MUSKOKA AND PETERBOROUGH - ZONE 2

	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
i) <u>Group 1</u> - Form Builder-Setters (Carpenters)	\$19.57	\$20.47	\$21.20
ii) <u>Group 2</u> - Reinforced Concrete Workers, etc.	\$18.97	\$19.88	\$20.60
iii) <u>Group 3</u> - Form Helpers	\$16.92	\$17.83	\$18.56
iv) <u>Group 4</u> - Working Foremen Working Foremen shall be paid at the minimum rate of one dollar (\$1.00) per hour more than the prevailing rate of the people he is supervising in that classification.			
v) <u>Group 5</u> - Layout Men	\$19.82	\$20.73	\$21.45

ARTICLE 2 - VACATION PAY

2.01 Vacation pay shall be paid to all employees at the rate of ten percent (10%) of gross earnings, which vacation pay shall be paid weekly directly to the employees.

ARTICLE 3 - WELFARE PLAN AND PENSION PLAN

3.01 The Employer shall pay on behalf of each of his employees into the Labourers' Multi-Local Welfare Trust Fund of Ontario on the following basis:

Effective May 1, 1992, the Employer shall pay ninety-six cents (.96¢) per hour for each hour worked by each employee into the said Fund.

Effective May 1, 1994, the Employer shall pay one dollar and six cents (\$1.06) per hour for each hour worked by each employee into the said Fund.

3.02 The Employer shall pay on behalf of each of his employees into the Labourers' Pension Fund of Central and Eastern Canada on the following basis:

Effective May 1, 1992 the Employer shall pay one dollar and forty cents (\$1.40) per hour for each hour worked by each employee into the said Fund.

Effective May 1, 1993 the Employer shall pay one dollar and fifty cents (\$1.50) per hour hour worked by each employee into the said Fund.

Effective May 1, 1994 the Employer shall pay one dollar and sixty cents (\$1.60) per hour for each hour worked by each employee into the said Fund.

ARTICLE 4 - WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Appendix, working dues in the amount of twenty-five cents (.25¢) per hour for each hour worked by the said employees and to remit the said working dues not later than the fifteenth (15th) day of the month following the month for which the deduction is due, in the following manner:

a) Twenty cents (.20¢) per hour for each hour worked shall be remitted to Local 597 and the Employer shall use the Pension Contribution Form for the remittance of the said twenty cents (.20¢) per hour and shall note thereon the employees' names, social insurance numbers and number of hours worked; and

b) Five cents (.05¢) per hour for each hour worked shall be remitted to the Secretary-Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

ARTICLE 5 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 For all jobs within Ontario Labour Relations Board Geographic Areas 9, 10 and 11, the following expenses will apply:

a) The Employer shall pay employees straight time rates for all time spent travelling to the work site. Time will commence from leaving the assembly point and end at the time of arrival at the work site.

The Free Zone Area shall be the same as that in the current Labourers' I.C.I. Provincial Agreement.

b) Employees who are required to use their own transportation will be paid thirty cents (.30¢) per road kilometre one way from the work site as per the current Labourers' I.C.I. Provincial Agreement.

c) It is understood that if the Employer requires an employee to be out of town overnight, the Employer will provide, at his own expenses, suitable room and board accommodation for the employee or will pay to the employee a daily allowance of forty dollars (\$40.00) per day to a maximum of two hundred dollars (\$200.00) per week.

ARTICLE 6 - TRAINING FUND

6.01 The Employer shall pay on behalf of **each** of his employees into the **L.I.U.N.A.** Local **597** Training and Rehabilitation Trust Fund a training contribution in the amount of ten cents (.10¢) per hour for each hour worked by each employee.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.01 The hours of work of employees shall be eight (**8**) hours per day, Monday to Friday inclusive, and shall be worked between the hours of **7:00** a.m. and **5:00** p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of eight (**8**) hours per day shall be paid for at one and **one-half** (**1½**) times the employee's regular hourly rate.

7.03 (a) One and one-half (**1½**) times the regular straight time hourly rate of pay shall be paid for hours **worked** prior to **7:00** o'clock in the morning or after **5:00** p.m. in the evening in any day, notwithstanding that the employee has not **already** completed a full day's work.

(b) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (2) times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for shift work.

7.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after he has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 8 - HIRING OF EMPLOYEES

8.01 The Employer agrees to call the Local Union for its supply of men. All employees hired through the Union shall present to the Employer a referral slip from the Union prior to commencing employment.

8.02 In the event that the Employer requests workmen from the Union before 3:00 p.m. the day prior to needing said workmen and the Union cannot satisfactorily till the request by normal starting time the following day, then the Employer is free to hire such labour as is available, but hiring date, name and address to be given to the Union by phone before hiring, and as a condition of employment shall become a member in good standing in the Union within fourteen (14) working days which shall not be withheld by the Union.

8.03 In recognition of the Employer's need for competent and capable employees, the Union agrees that the Employer has the right to call the Union office and **request** any unemployed Union member who has been a member in good standing of the Local Union for a period of one (1) **year**. The Union will comply with this request if the member is available. Therefore, the Union **recognizes** the Employer's right to recall their regular employees after a layoff. The Union also agrees that it shall issue referral slips to these employees **hired** by the Employer.

MEMORANDUM OF AGREEMENT

BETWEEN :

ONTARIO **FORMWORK** ASSOCIATION

(hereinafter **called** the "Association")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL **597**

(hereinafter called "Local **597**")

The above-mentioned parties agree as follows:

1. Employers bound to the Collective Agreement between the Ontario **Formwork** Association and the Ontario **Formwork** Council agree that for projects in the geographical jurisdiction of Local **597** that such Employers will hire two **(2)** members from Local **597** for every workman employed on a project who is not a member of Local **597**.
2. This Agreement excludes members of the International Union of Operating Engineers, Local **793** and non-working foremen.
3. This Agreement expires on the **30th** day of **April, 1995**.
4. This Agreement is to be read in conjunction with Article **30.1** of the Collective Agreement referred to above.

FOR THE ASSOCIATION

FOR LOCAL **597**

APPENDIX 7 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 625 - WINDSOR

The following articles apply to members of Local 625 when any of the Employers:

- a) perform work within the territorial jurisdiction of Local 625; and
- b) hire members of Local 625.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local 625. The Group Classifications are those established in Schedule "C" :

	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
a) <u>Group 1</u> - Form Builder-Setters (Carpenters)	\$17.33	\$18.24	\$19.14
b) <u>Group 2</u> - Reinforced Concrete Workers. etc.	\$16.58	\$17.49	\$18.29
c) <u>Group 3</u> - Form Helpers	\$16.58	\$17.49	\$18.29
d) <u>Group 4</u> - Working Foremen Working Foremen shall be paid at the minimum rate of one dollar (\$1.00) per hour more than the prevailing rate of the people he is supervising in that classification.			
e) <u>Group 5</u> - Layout Men	\$17.83	\$18.74	\$19.64

Note: Kent County to be two dollars (\$2.00) below the foregoing classification and wage rates for Essex County.

ARTICLE 2 - VACATION PAY

2.01 Effective May 1, 1992, vacation pay shall be paid to all employees at the rate of eight percent (8%) of gross earnings, which Vacation Pay shall be paid directly to the employees on July 1st and December 1st of each year or upon termination of any employee's employment with an Employer, as the case may be.

ARTICLE 3 - WELFARE PLAN AND PENSION PLAN

3.01 The Employer shall pay on behalf of each of his employees into the L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust on the following basis:

Effective May 1, 1992, the Employer shall pay seventy-five cents (.75c) per hour for each hour worked by each employee into the said Fund.

Effective May 1, 1993, the Employer shall pay eighty cents (.80c) per hour for each hour worked by each employee into the said Fund.

3.02 The Employer shall pay on behalf of each of his employees into the Labourers' Pension Fund of Central and Eastern Canada on the following basis:

Effective May 1, 1992, the Employer shall pay one dollar (\$1.00) per hour for each hour worked by each employee into the said Fund.

Effective May 1, 1994, the Employer shall pay one dollar and ten cents (\$1.10) per hour for each hour worked by each employee into the said Fund.

3.03 Effective May 1, 1993, the Employer shall pay five cents (.05c) per hour for each hour worked by each employee into the Trifund.

ARTICLE 4 - WORKING DUES

4.01 Effective May 1, 1993, the Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Appendix, working dues in the amount of thirty cents (.30c) per hour for each hour worked by the said employees and to remit the said working dues not later than the fifteenth (15th) day of the month following the month for which the deduction is due, in the following manner:

- a) Twenty-five cents (.25¢) per hour for each hour worked shall be remitted to Local 625 and the Employer shall use the Welfare Contribution Form for the remittance of the said fifteen cents (15¢) per hour and shall note thereon the employees' names, social insurance numbers and number of hours worked; and
- b) Five cents (.05¢) per hour for each hour worked shall be remitted to the Secretary/Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

ARTICLE 5 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 Free Zone - ~~County of Essex~~ - **fifteen (15)** miles radius of the Windsor City Hall. When an employee is required to work in an area outside the mentioned free zone up to a distance of **20** miles in any direction he shall be paid a travel allowance of six dollars (**\$6.00**) per day.

Outside of the twenty (20) mile area to the Boundaries of Essex County he shall be paid a travelling allowance of eight dollars and thirty-five cents (**\$8.35**).

Free Zone - County of Chatham - ten (10) miles radius of the Chatham City Hall. Outside ten (10) mile radius is **five** dollars and fifty cents (**\$5.50**) per day. Outside twenty (20) mile limit is eight dollars and thirty ~~cent's~~ (**\$8.30**) per day.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.01 The hours of work of employees shall be eight and one-half (8½) hours per day, Monday to Friday, inclusive, and shall **be worked** between the hours of **7:00** a.m. and **7:00** p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

6.02 All work performed in excess of eight and one-half (**8½**) hours per day shall be paid for at one and one-half (**1½**) times **the** employee's regular hourly rate.

6.03 a) One and one-half (**1½**) times the regular straight time hourly rate of **pay** shall be paid for hours worked prior to **7:00** o'clock in the morning or **after 7:00** o'clock in the evening in any day, notwithstanding that the employee has not already completed a full day's work.

b) One and one-half (**1½**) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (**2**) times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for shift work.

6.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten **percent (10%)** of the amount which the Employer has failed to pay on account of overtime.

6.05 Any employee working in the capacity of floor finisher who commences work before **12:00** Noon of any day shall only receive the overtime premium **after** he has completed eight (**8**) hours of work, notwithstanding the overtime provisions of this Agreement.

APPENDIX 8 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 837 - HAMILTON

The following articles apply to members of Local 837 when any of the Employers:

- a) perform work within the territorial jurisdiction of Local 837; and
- b) hire members of Local 837.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local 837. The Group Classifications are those established in Schedule "C":

	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
a) <u>Group 1</u> - Form Builder-Setters (Carpenters)	\$20.12	\$21.06	\$21.97
b) <u>Group 2</u> - Reinforced Concrete Workers, etc.	\$18.62	\$19.56	\$20.47
c) <u>Group 3</u> - Form Helpers (Labourers)	\$17.12	\$18.06	\$18.97
d) <u>Group 4</u> - Working Foremen Working Foremen shall be paid at the minimum rate of one dollar (\$1.00) per hour more than the prevailing rate of the people he is supervising in that classification.			
e) <u>Group 5</u> - Layout Men	\$20.62	\$21.56	\$22.47
1.02 <u>Unskilled Labour</u>	\$15.12	\$16.06	\$16.97

ARTICLE 2 - VACATION PAY

2.01 Vacation Pay shall be paid to all employees at the rate of ten percent (**10%**) of gross earnings, which vacation pay shall be paid directly to the employees on July **1st** and December **1st** of each year or upon termination of an employee's employment with an Employer, as the case may be.

ARTICLE 3 - WELFARE PLAN AND PENSION PLAN

3.01 Effective May **24, 1991**, the Employer shall pay on behalf of each of his employees into the **L.I.U.N.A. Local 837** Welfare Fund the sum of ninety cents (**.90c**) per hour for each hour worked by each employee.

3.02 Effective May **1, 1991**, the Employer shall pay on behalf of each of his employees one dollar and ten cents (**\$1.10**) per hour for each hour worked by each employee into the Labourers' Pension Fund of Central and Eastern Canada.

Effective May **1, 1993**, the Employer **shall** pay on behalf of each of his employees one dollar and twelve cents (**\$1.12**) per hour for each hour worked by each employee into the Labourers' Pension Fund of Central and Eastern Canada.

3.03 Effective May **1, 1992**, the Employer shall pay on behalf of each of his employees **five** cents (**.05c**) per hour for each hour worked by each employee into the **Trifund**.

ARTICLE 4 - WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, as set forth in Article **1** of this Appendix, working dues in the amount of forty cents (**.40c**) per hour for each hour worked by the said employees and to remit the said working dues not later than the **15th** day of the month following the month for which the deduction is made, in the following manner:

- a)** Thirty-five cents (**.35c**) per hour for each hour worked shall be remitted to Local **837** and the Employer **shall** use the Welfare Contribution Form for the remittance of the said thirty-five cents (**.35c**) per hour and shall note **thereon** the employees' names, social insurance numbers and number of hours worked; and

b) Five cents (.05c) per hour for each hour worked shall be remitted to the Secretary/Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall when remitting such dues submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one (1) Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

ARTICLE 5 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 The following is defined as the Metropolitan Area for the purpose of this Agreement:

The area bounded by a line from the south shore of Lake Ontario in a southerly direction on No. 50 Sideroad (west of Winona) to No. 20 Highway, along No. 53 Highway to No. 52 Highway, northerly on No. 52 Highway to No. 5 Highway, easterly on No. 5 to the Burlington-Oakville town line, and southerly on the said town line to Lake Ontario.

5.02 When an employee is required to work beyond the Metropolitan Area as defined in 5.01 above, he shall receive a travelling allowance at the rate of thirty cents (30c) per kilometre each way.

The number of kilometres in question will be based on the job distance from the boundary of the Metropolitan Area to the job site.

5.03 Transportation and Transfer of Employees

The Employer when requiring an employee to travel to a job beyond the area to which this Appendix applies shall:

a) Pay such employee the wage rates set forth in Article 1 of this Appendix;
and

- b) **Provide** allowance for room and board for any employee required to remain out of the area overnight or for more than one (1) night. This allowance shall be forty dollars (**\$40.00**) per night to a maximum of two hundred dollars (**\$200.00**) per work week.

ARTICLE 6 - TRAINING FUND

6.01 The Employer shall pay on behalf of each of his employees into the Labourers' Local **837** Training Trust Fund on the following basis:

- a) Effective May **24, 1991** the Employer shall pay ten cents (**.10c**) per hour for each hour worked by each employee to the said Fund.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.01 The hours of work of employees shall be nine (**9**) hours per day, forty-four hours (**44**) per week Monday to Friday inclusive, and shall be worked between the hours of **7:00** a.m. and **7:00** p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of nine (**9**) hours per day shall be paid for at one and one-half (**1½**) times the employee's regular hourly rate.

7.03 a) One and **one-half (1½)** times the regular straight time hourly rate of pay shall be paid for hours worked prior to **7:00** o'clock in the morning or after **7:00** o'clock in the evening in any day, notwithstanding that the employee has not already completed a full day's work.

b) One and one-half (**1½**) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (**2**) times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for **shift** work.

7.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as

liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee **working** in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium **after** he has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 8 - OCCUPATIONAL HEALTH CLINIC

8.01 Effective May 1, 1993, the Employer shall pay on behalf of each of his employees the sum of **five cents (.05c)** per hour for each hour worked by each employee into the **L.I.U.N.A.** Local 837 Occupational Health Clinic Trust Fund

APPENDIX 9 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL **1036 - SAULT STE. MARIE**

The following articles apply to members of Local **1036** when any of the Employers:

- a) perform work within the territorial jurisdiction of Local **1036**; and
- b) hire members of Local **1036**.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members Local **1036**. The Group Classifications are those established in Schedule "C"

	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
a) <u>Group 1</u> - Form Builder-Setters (Carpenters)	\$19.40	\$19.80	\$20.10
b) <u>Group 2</u> - Reinforced Concrete Workers, etc.	\$18.90	\$19.30	\$19.60
c) <u>Group 3</u> - Form Helpers	\$16.90	\$17.30	\$17.60
d) <u>Group 4</u> - Working Foremen Working Foremen shall be paid at the minimum rate of one dollar (\$1.00) per hour more than the prevailing rate of the people he is supervising in that classification.			
e) <u>Group 5</u> - Layout Men	\$19.65	\$20.05	\$20.35

ARTICLE 2 - VACATION PAY

2.01 Vacation Pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of gross wages earned, as per Government regulations.

2.02 Vacation Pay shall be paid twice yearly; on the first pay period after June 1st and on the first pay period **after** December 1st, or in the manner presently in effect in the areas covered by this Agreement, or at the time of layoff, as the case may be.

ARTICLE 3 - PENSION PLAN

3.01 The Employer agrees to contribute on behalf of his employees to the Labourers' Pension Fund of Central and Eastern Canada on the following basis:

Effective May 1, 1992, the Employer shall pay one dollar and twenty cents (**\$1.20**) per hour for each hour worked by each employee covered by this Agreement.

Effective May 1, 1993, the Employer shall pay one dollar and thirty cents (**\$1.30**) per hour for each hour worked by each employee covered by this Agreement.

Effective May 1, 1994, the Employer shall pay one dollar and forty cents (**\$1.40**) per hour for each hour worked by each employee covered by this Agreement.

3.02 Pension contributions shall be paid monthly to the Trustees of the Pension Fund and mailed to P.O. Box 40, Station "Q", Toronto, Ontario, M4T 1L0, on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

ARTICLE 4 - WELFARE PLAN

4.01 The Employer agrees to contribute for Welfare to the Labourers' Local (1036) Employee Benefit Trust Fund on the following basis:

Effective May 1, 1992, the Employer **shall** pay one **dollar** and twenty cents (**\$1.20**) per hour for each hour worked by each employee covered by this Agreement.

Effective May 1, 1994, the Employer shall pay one **dollar** and thirty cents (**\$1.30**) per hour for each hour worked by each employee covered by this Agreement.

4.02 Welfare contributions shall be paid to the Trustees of the Fund and mailed to the Canadian Imperial Bank of Commerce, **109** Gore Street, **Sault Ste. Marie**, Ontario, by the fifteenth (**15th**) day of the month following the month such hours **were** worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report contribution shall include all obligations arising from hours worked up to the close of the Employer's **payroll** ending nearest to the last day of the preceding calendar month.

ARTICLE 5 - WORKING DUES

5.01 The Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Appendix, working dues in the amount of thirty-five cents (**.35c**) per hour for each hour worked by the said employees and to remit the said working dues not later than the **15th** day of the month following the month for which the deduction is made, in the **following** manner:

- a) Thirty cents (**.30c**) per hour for each hour worked shall be remitted to Local **1036** and the Employer shall use the Welfare Contribution Form for the remittance of the said twenty cents (**.30c**) per hour and shall note thereon the employees' names, social insurance numbers and number of hours worked; and
- b) Five cents (**.05c**) per hour for each hour worked **shall** be remitted to the Secretary/Treasurer of the Labourers' International Union of North America, Ontario **Provincial** District Council. District Council working dues' deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer **shall**, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions **shall** be

remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

ARTICLE 6 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

6.01 (a) There shall be a free zone extending to a radius of twenty (20) miles from the Federal Buildings in the following zone. No travel allowance shall be paid for work within these zones.

District of Algoma - Sault Ste. Marie

(b) When transportation is provided by the Employer in a zone outside of the above-mentioned free zone, the employee shall receive a travel allowance of thirty cents (.30¢) per road kilometre from the perimeter of the free zone and return. However, the employee shall be at the job site at starting time and work his scheduled shift.

(c) Board allowance of forty dollars (\$40.00) per day for each day worked shall be paid to each employee working beyond a fifty (50) mile radius, and within a one hundred (100) mile radius of the above-mentioned Federal Buildings. If work is performed on Saturday and/or Sunday, each employee shall be paid for these days on the basis of forty dollars (\$40.00) per day.

(d) When working beyond the one hundred (100) mile radius of the Federal Buildings, the employee shall receive forty dollars (\$40.00) per day board allowance, seven (7) days per week.

6.02 (a) There shall be a free zone extending to a radius of ten (10) miles from the Federal Building in Elliot Lake, Ontario.

(b) An employee residing outside of the free zone but within a radius of thirty (30) miles from the said Federal Buildings shall be paid thirty cents (.30¢) per road kilometre from his residence to the project and return, less ten (10) miles each way. When, due to geographic conditions, an employee who lives within the free zone must travel in excess of twenty (20) miles to reach the project, he shall be paid the mileage rate by road from his residence to the project and return, Less ten (10) miles each way.

(c) An employee residing outside of the thirty (30) mile zone and within a one hundred (100) mile radius of the said Federal Building shall be paid board allowance of forty dollars (\$40.00) per day for each day worked.

(d) An employee residing outside the one hundred (100) mile zone shall be paid board allowance for seven (7) days per week.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.01 The hours of work of employees shall be eight and one-half (8½) hours per day, Monday to Friday inclusive, and shall be worked between the hours of 7:00 a.m. to 7:00 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of eight and one-half (8½) hours per day shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

7.03 (a) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 o'clock in the morning or after 7:00 o'clock in the evening in any day, notwithstanding that the employee has not already completed a full day's work.

(b) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (2) times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for shift work.

7.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after he has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 8 - TRAINING FUND

8.01 The Employer shall pay on behalf of each of his employees into the **L.I.U.N.A.** Participating Locals Training and Rehabilitation Fund a training contribution in the amount of twenty cents (**.20¢**) per hour for each hour worked by each employee.

APPENDIX 10 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 1059 - LONDON

The following articles apply to members of Local 1059 when any of the Employers:

- a) perform work within the territorial jurisdiction of Local 1059; and
- b) hire members of Local 1059.

ARTICLE 1 - CROSSOVER CLAUSE

1.01 Should the Employer perform any work **falling** within the following listed collective agreements, then the Employer shall **perform** such work in accordance with the applicable collective agreement:

(a) "The Roads Agreement" being a Collective Agreement between **Towland** (London) **1970** Limited, **Stebbins Paving & Construction Limited**, **Riverside Construction Limited**, and **Labourers' International Union of North America, Local 1059**.

(b) "The Sewer and Watermain Agreement" being a Collective Agreement between the Sewer and Watermain, Curb, Gutter and Sidewalk Contractors Section of the London and District Construction Association and **Labourers' International Union of North America, Local 1059**.

(c) "The Utilities Agreement" being a Collective Agreement between the Utility Contractors' Association of Ontario and **Labourers' International Union of North America, Ontario Provincial District Council** and its affiliated Local Unions.

(d) "The Concrete Forming Agreement" being a Collective Agreement between the London **& District Concrete Forming Contractors** and **Labourers' International Union of North America, Local 1059**. To the extent that the work covered in that Collective Agreement is not contained in the Agreement between the **Formwork Council** and The Ontario **Formwork Association**.

ARTICLE 2 - HIRING OF EMPLOYEES

2.01 The Employer agrees to call the Local Union for its supply of men. All employees hired through the Union shall present to the Employer a referral slip from the Union prior to commencing employment.

2.02 In the event that the Employer requests workmen from the Union before **3:00** p.m. the day prior to needing said workmen and the Union cannot satisfactorily fill the request by normal starting time the following day, then the Employer is free to hire such labour as is available, but hiring date, name and address to be given to the Union by phone before hiring, and as a condition of employment shall become a member in good standing in the Union within fourteen (14) working days which shall not be withheld by the Union.

2.03 In recognition of the Employer's need for competent and capable employees, the Union agrees that the Employer has the right to call the Union office and request any unemployed Union member. The Union will comply with this request if the member is available. Therefore, the Union **recognizes** the Employer's right to recall their regular employees **after** a layoff. The Union also agrees that it shall issue referral slips to these employees hired by the Employer.

2.04 The Union agrees that the discharge of a probationary employee referred to in Article **17.01** Group "A" will not be grieved unless the employee was discharged for exercising his rights under this Agreement, the *Labour Relations Act*, the *Employment Standards Act 1974*, or the *Occupational Health and Safety Act 1978*.

ARTICLE 3 - COFFEE AND LUNCH BREAKS

3.01 Coffee or work breaks will be **recognized** on all projects during working hours. There will be one (1) break in the first half and another in the second half of each **shift**. The time of these breaks will be determined by the project superintendent or job foreman, and shall be of not less than ten (10) minutes duration.

3.02 Regular day shift employees shall be allowed a one half ($\frac{1}{2}$) hour lunch break between **11:30** a.m. and **1:30** p.m., except where different hours are being worked on a two or three shift operation and except during crucial times such as concrete pours. It is understood that no employee shall be required to work more than **five (5)** consecutive

hours without a lunch break except during crucial times such as concrete pours. It is understood that the Employer has the right to determine when employees shall take their lunch break between the above hours.

3.03 Employees will be given a ten (10) minute work break with pay at **3:00** p.m. should they be required to work **after 5:00** p.m. At no time shall the employee work past **6:00** p.m. without receiving this ten (10) minute break.

3.04 Any employee required to work more than live (5) consecutive hours **after** he commences work without a lunch break, shall be paid all time spent at work and will be given his half (½) hour lunch **break** with pay, no later than seven (7) hours **after** commencing work.

ARTICLE 4 - CONTRACTING OUT

4.01 The Employer **agrees** not to subcontract or contract work falling within the scope of this Agreement to employers other than those who are in contractual relations with the Union (with the exception of cement finishing and rodwork).

ARTICLE 5 - SAFETY WORK BOOTS ALLOWANCE

5.01 The Employer agrees to reimburse employees for safety boots, **after** every four (4) months of employment for the Employer.

Reimbursement of safety boots is limited to twice per year and the year runs from March 1 to February **28**. The employee must **provide** the Employer **with** an original receipt for same and a maximum of **fifty** dollars (**\$50.00**) shall be paid. Such payment is an expense for the Employer and will not be included as income for the employee or be included on **T-4**.

ARTICLE 6 - REPORTING ALLOWANCE

6.01 An employee who reports for work at the Employer's **jobsite** or yard, unless **directed** not to report by his Employer, and for whom no work is available for any reason, **shall** receive a **minimum** of one (1) hour reporting pay and shall remain for one (1) hour at the **site** if requested to do so by the foreman. In the event the employee commences

work and such work ceases for any reason, then the employee shall be paid a minimum of one (1) hour at his normal hourly rate. However, in the event that an employee reports for work and is unable to work due to inclement weather, he shall not be **required** to work and shall be paid one (1) hour reporting time. However, in such circumstances it is understood that the employee will remain on the project if requested by the foreman and it is agreed that common sense shall prevail.

6.02 An employee, who reports for work at the Employer's jobsite which is outside the forty (40) kilometre travel zone as spelled out in Article 10.01, unless directed not to report by his Employer, and for whom no work is available for any reason shall receive a minimum of two (2) hours reporting pay and shall remain for two (2) hours at the site if requested to do so by the foreman. In the event the employee commences work and such work **ceases** for any reason, then the employee shall be paid a minimum of two (2) hours at his normal hourly rate. However, in the event that an employee reports for work and is unable to work due to inclement weather, he shall not be required to work and shall be paid two (2) hours reporting time. However, in such circumstances it is understood that the employee will remain on the project if requested by the foreman and it is **agreed** that common sense shall prevail. This clause DOES NOT apply to anyone who resides within the twenty-five (25) kilometre **free** travel zone, as spelled out in Article 10.02, such employee shall come under the one (1) hour show up clause.

ARTICLE 7 - STATUTORY HOLIDAYS

7.01 The following days are **recognized** by the Employer as statutory holidays for employees:

- a) New Year's Day
- b) Good Friday
- c) Victoria Day
- d) Dominion Day
- e) Labour Day
- f) Thanksgiving Day
- g) Christmas Day
- h) Boxing Day

Any other holiday proclaimed by the relevant government to be a paid statutory holiday. If any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately preceding or following the weekend.

ARTICLE 8 - **PRE-JOB** CONFERENCE

8.01 Where the Employer is to perform work covered by this Agreement, upon a project within the territorial jurisdiction of Labourers' International Union of North America, Local **1059**, a representative of the Union may request a **pre-job** conference, prior to commencing such work, in order to discuss among other things, the employment of persons at the project.

ARTICLE 9 - IRREGULAR START TIMES

- 9.01**
- i) Employees who commence work between **6:00** a.m. and **11:59** a.m. Monday to Friday, shall be paid in accordance with Schedule "**C**".
 - ii) Employees who commence work between **12:00** noon and **5:59** p.m. Monday to Friday, shall be paid regular rates of pay plus **fifty** cents (**.50¢**) per hour.
 - iii) Employees who commence work between **6:00** p.m. and **6:00** a.m. Monday to Friday, shall be paid regular rates of pay plus **seventy-five** cents (**.75¢**) per hour.

All hours worked before **12:01** a.m. Monday morning and **after 11:59** p.m. Friday night, shall be paid in accordance with Schedule "**C**".

- iv) A new employee hired in conformity with Article 2 shall be paid the same irregular starting times premiums as the crew he is dispatched to work on for that day.

ARTICLE **10** - TRAVEL, ROOM AND BOARD

10.01 The Employer agrees to pay mileage on the following basis:

- a) ~~Zone A~~ Agreed between the parties hereto that for work within a forty (40) kilometre radius from the London City Hall, employees will present themselves at the jobsite at no cost to the Employer.
- b) Zone B - For work outside the forty (40) kilometre free travel zone area, and where it is required, the Employer will provide daily transportation and pay the employee nine dollars (\$9.00) per day as mileage for projects in this zone.
- c) ~~Zone C~~ work more than sixty (60) kilometres from London City Hall and where it is required, the Employer will provide daily transportation and pay the employee eighteen dollars (\$18.00) per day, which shall be paid as mileage.
- d) Zone - For work more than one hundred and twenty (120) kilometres from London City Hall and where it is required, the Employer will pay the employee twenty-seven dollars (\$27.00) per day, which shall be paid as mileage.
- e) All zones referred to above shall be shown on attached Schedule "D"

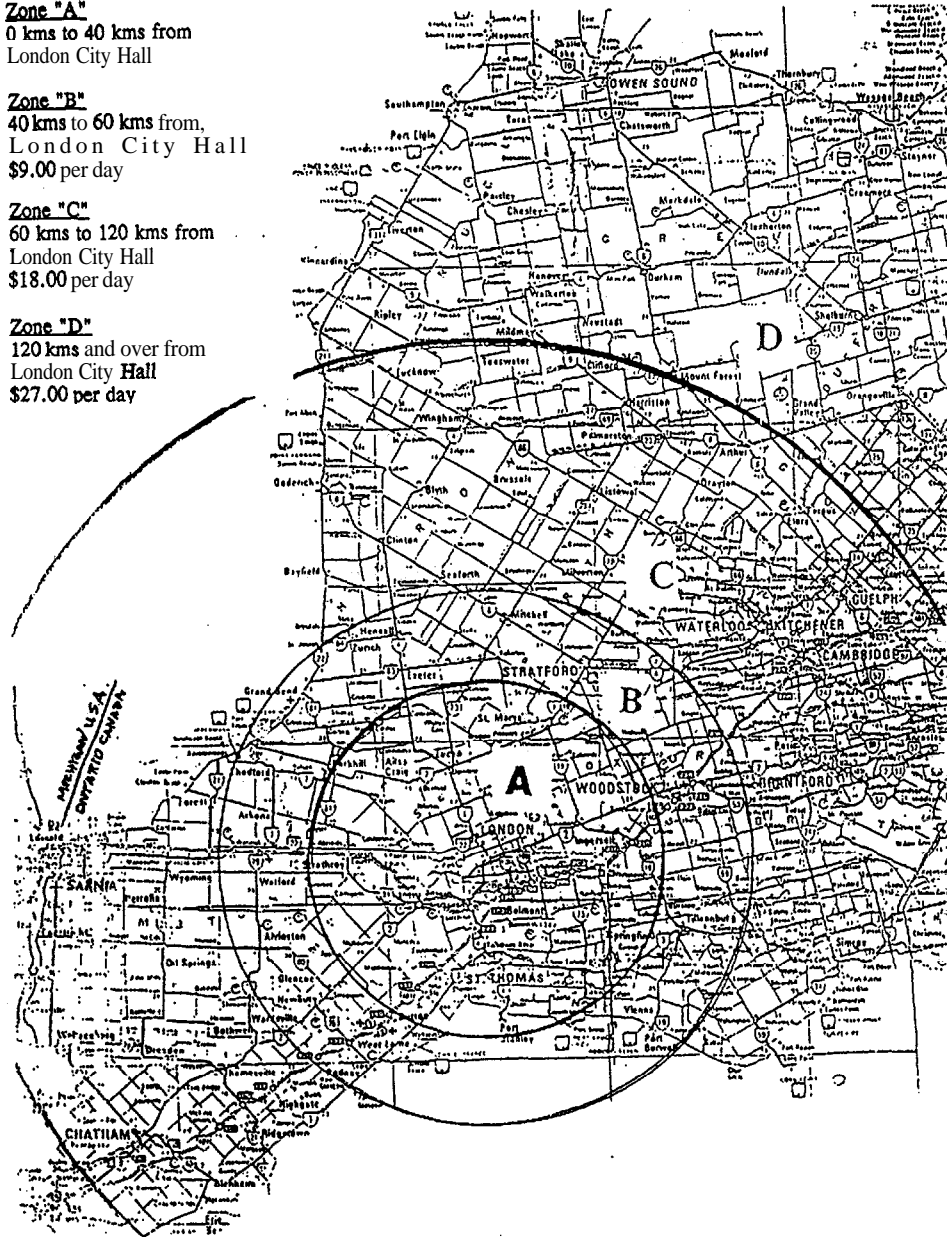
10.02 It is agreed between the parties hereto that for work outside the forty (40) kilometre free travel zone, there shall be a twenty-five (25) kilometre project free travel zone radius, and any employee residing in this twenty-five (25) kilometre project free zone will report to work as required at no cost to the Employer.

Zone "A"
0 kms to 40 kms from
London City Hall

Zone "B"
40 kms to 60 kms from,
London City Hall
\$9.00 per day

Zone "C"
60 kms to 120 kms from
London City Hall
\$18.00 per day

Zone "D"
120 kms and over from
London City Hall
\$27.00 per day



SCHEDULE "D"

10.03 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 shall be provided suitable room and board by the Employer or be paid at the rate of fifty-five dollars (\$55.00) per day, worked or reported for, in lieu of suitable room and board.

ARTICLE 11 - SWING STAGE

11.01 Employees required to perform work off a swing stage shall be paid an additional fifty cents (50¢) per hour above the regularly paid hourly rate. An employee required to climb tower cranes in the erection, dismantling or maintenance of same, will be paid an additional one dollar (\$1.00) per hour above regularly paid hourly rate. No premium will be paid for heights less than twenty (20) feet above ground level.

ARTICLE 12 - WELFARE, TRAINING AND PENSION CONTRIBUTIONS, UNION DUES REMITTANCES

12.01 The Employer agrees to contribute eighty cents (.80¢) per hour for each hour worked by the employees covered by this Agreement to the jointly and equally trusted Labourers' Multi-Local Welfare Trust Fund of Ontario or designated alternative.

12.02 The Employer agrees to contribute, effective March 1st, 1992, ninety cents (.90¢) per hour; effective March 1st, 1993, one dollar (\$1.00) per hour; and effective August 30, 1994 one dollar and ten cents (\$1.10) per hour for each hour worked by the employees covered by this Agreement into the Labourers' Pension Fund of Central and Eastern Canada. It is understood and agreed that the Pension Fund will be jointly and equally administered by Trustees representing Management and Union.

12.03 The Employer agrees to contribute five cents (.05¢) per hour and effective January 1, 1995 ten cents (.10¢) per hour for each hour worked by the employees covered by this Agreement to the Labourers' International Union of North America, Local 1059 Training Trust Fund.

12.04 The Employer agrees, effective March 1, 1992 to deduct twenty cents (.20¢) per hour for working dues for each hour worked by the employees covered by this Agreement and payable to Labourers' International Union of North America, Local 1059.

12.05 The Employer agrees to deduct **five cents (.05¢)** per hour for working dues for each hour worked by the employees covered by this Agreement and payable to **L.I.U.N.A.** Ontario Provincial District Council.

12.06 Contributions and deductions into the Welfare Fund, Pension, Training Fund and Labourers' International Union of North America, Local **1059**, shall be made prior to the **fifteenth (15th)** day of the month following the month in which such hours were worked and shall be accompanied by a remittance report for each employee on the form prescribed by the Union. The monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employer payroll ending nearest to the last day of the preceding calendar month.

ARTICLE **13** - HOURS OF WORK AND OVERTIME

13.01 Regular Hours: The regular hours of work for employees engaged in work covered by this Agreement shall consist of not more than forty-four (**44**) hours per week, excluding lunch periods and travelling time to and from the job.

Overtime: Work performed in excess of forty-four (**44**) hours per week, excluding lunch periods and travelling time to and from the job, shall be paid for at the rate of time and one-half (**1½**) the employee's regular hourly rate.

Saturdays: Work performed on Saturdays shall be paid for at the rate of time and one-half (**1½**). The Employer will not discriminate against any employee because of his failure to work on Saturdays.

Sundays and Statutory Holidays: All work performed on Sundays and Statutory Holidays shall be paid at the rate of double the employee's regular hourly rate.

13.02 Any employee working in the capacity of floor finisher who commences work before **12:00** Noon of any day shall only receive the overtime premium after he has completed eight (**8**) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 14 - VACATIONS AND STATUTORY HOLIDAY PAY

14.01 An employee shall receive a vacation and holiday pay allowance of eight (8%) percent of his earnings on the basis of four (4%) percent being allotted to vacation pay and four (4%) percent being allotted in lieu of payment for those holidays listed in Article 7 hereof.

Vacation and Statutory Holiday Pay allowances to be paid four (4) times yearly:

First week of March
First week of June
First week of September
First week of December
and one week before layoff

The accrued vacation and statutory holiday pay that is required to be paid one (1) week before layoff, must be received within two (2) weeks by the employee.

This amount will be paid by separate cheque and will not be included on employee's Record of Employment for U.I.C.

It is understood that only one (1) weeks' vacation will be taken, exclusive of Statutory Holidays, unless other arrangements are made between the Employer and the employee.

It is further understood that the employee's vacation period shall be mutually agreed to by the Employer and the employee.

Vacation and statutory holiday pay may be paid weekly as decided by each Employer's employees at ratification of this Collective Agreement.

ARTICLE 15 - TRANSPORTATION

15.01 For work outside the forty (40) kilometre free travel zone described in Article 10 and where it is required, the Employer will provide daily transportation and pay the employee mileage in accordance with Article 10.

Notwithstanding Article 10.01, an employee who provides his own transportation to a project outside Zone A described in Article 10.01 (a), shall be paid mileage at the rate of forty cents (.40¢) kilometre to and from the forty (40) kilometre free travel zone or the project free travel zone described in Articles 10.01 and 10.02.

15.02 In all cases the Employer will supply transportation deemed suitable for passengers by the Ministry of Transportation and all equipment and all materials shall be secured and be kept separate from employees.

Should the Employer not provide transportation in conformity with this clause, then the employee has the option of providing his own transportation and be paid in accordance with Article 10.01 above.

ARTICLE 16 - CLASSIFICATIONS

16.01 The following classifications shall apply to all employees engaged on concrete forming and finishing construction:

Group (A): **Rodman** (Reinforcing Steel), Form Helpers,
General Labourers, Concrete Workers, Truck Drivers

- (i) This group is applicable only to the classifications contained in it.
- (ii) This group is applicable only to those employees hired in conformity with Article 2.02 (non-members of Local 1059).
- (iii) Any employee in this group **after** sixty (60) days from the date of hire, shall automatically be reclassified to another Group and the appropriate conditions thereof.

<u>March 1, 1992</u>	<u>March 1, 1993</u>	<u>March 1, 1994</u>	<u>August 30, 1994</u>
\$13.71	\$14.13	\$14.60	\$14.97

Group (B): **Rodman** (Reinforcing Steel), Form Helpers, General Labourers,
Concrete Workers, Truck Drivers, Crane Signalman - **Swamper**

<u>March 1, 1992</u>	<u>March 1, 1993</u>	<u>March 1, 1994</u>	<u>August 30, 1994</u>
\$16.46	\$16.88	\$17.35	\$17.72

Group (C): Builders, Constructor Form Setters, Erector Cement Finishers

<u>March 1, 1992</u>	<u>March 1, 1993</u>	<u>March 1, 1994</u>	<u>August 30, 1994</u>
\$17.21	\$17.63	\$18.10	\$18.47

Group (D): Form Builders, Constructor Form Setters, Erector Cement Finishers

<u>March 1, 1992</u>	<u>March 1, 1993</u>	<u>March 1, 1994</u>	<u>August 30, 1994</u>
\$18.21	\$18.63	\$19.10	\$19.47

APPENDIX 11 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 1081 - CAMBRIDGE

The following articles apply to members of Local 1081 when any of the Employers:

- a) perform work within the territorial jurisdiction of Local 1081; and
- b) hire members of Local 1081.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local 1081. The Group Classifications are those established in Schedule "C":

	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
a) <u>Group 1</u> - Form Builder-Setters (Carpenters)	\$20.20	\$21.00	\$21.80
b) <u>Group 2</u> - Reinforced Concrete Workers, etc.	\$19.17	\$19.97	\$20.77
c) <u>Group 3</u> - Form Helpers	\$18.17	\$18.97	\$19.77
d) <u>Group 4</u> - Working Foremen			
Working Foremen shall be paid at the minimum rate of one dollar (\$1.00) per hour more than the prevailing rate of the people he is supervising in that classification.			
e) <u>Group 5</u> - Layout Men	\$20.45	\$21.25	\$22.05
1.02 <u>Unskilled Labourer</u> - for new entrants to industry, for maximum first sixty (60) days	\$16.17	\$16.97	\$17.77

ARTICLE 2 - VACATION PAY

2.01 Vacation pay shall be paid to all employees at the rate of ten percent (10%) of gross earnings, which Vacation Pay shall be paid directly to the employees four times per year: - March, June, September, and December, within the first pay period, or upon termination of any employee's employment with an Employer, as the case may be.

ARTICLE 3 - WELFARE PLAN AND PENSION PLAN

3.01 The Employer shall pay on behalf of each of his employees into the Labourers' Multi-Local Welfare Trust Fund of Ontario on the following basis:

Effective May 1, 1993, the Employer shall pay eighty cents (.80¢) per hour for each hour worked by each employee into the said Fund.

Effective May 1, 1994, the Employer shall pay ninety cents (.90¢) per hour for each hour worked by each employee into the said Fund.

3.02 The Employer shall pay on behalf of each of his employees into the Labourers' Pension Fund of Central and Eastern Canada the sum of one dollar (\$1.00) per hour for each hour worked by each employee.

ARTICLE 4 - WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, as set forth in Article 2 of this Appendix, working dues as follows:

a) Effective May 1, 1992 the Employer shall pay thirty cents (.30¢) per hour for each hour worked by each employee;

b) Effective May 1, 1993 the Employer shall pay thirty-five cents (.35¢) per hour for each hour worked by each employee;

c) Effective May 1, 1994 the Employer shall pay forty-three cents (.43¢) per hour for each hour worked by each employee;

and to remit the said working **dues** not later than the fifteenth (**15th**) day of the month following the month for which the deduction is **due**, in the following manner:

d) Twenty-five cents (.25¢) per hour effective May 1, 1992; thirty cents (.30¢) per hour effective May 1, 1993 and thirty-eight cents (.38¢) per hour effective May 1, 1994 for each hour worked shall be remitted to Local **1081** and the Employer shall use the Welfare Contribution Form for the remittance of the said twenty cents (**20¢**) per hour and shall note thereon the employees' names, social insurance numbers and number of hours worked: and

e) Five cents (.05¢) per hour for each hour worked shall **be** remitted to the Secretary/Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

ARTICLE 5 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 For all jobs outside Ontario Labour Relations Board Geographic Areas **4, 6, 7, 27, 28** and within the Counties of **Dufferin, Gray** and Norfolk the following expenses will apply:

a) The Employer shall pay employees straight time rates for all time spent travelling to the work site. Time will commence from leaving the assembly point and end at the time of arrival at the work site.

The free zone area shall be the same as that in the current Labourers' **I.C.I.** Provincial Agreement.

b) Employees who are required to use their own transportation will be paid thirty cents (**30¢**) **per road** kilometre one way from the work site as Per the current Labourers' **I.C.I.** Provincial Agreement.

c) It is understood that if the Employer requires an employee to be out of town overnight, the Employer will provide, at his own expense, suitable room and board accommodation for the employee or will pay to the employee a daily allowance of forty dollars (\$40.00) per day to a maximum of two hundred dollars (\$200.00) per week.

ARTICLE 6 - TRAINING FUND

6.01 The Employer shall pay on behalf of each of his employees into the L.I.U.N.A. Participating Locals Training and Rehabilitation Fund a training contribution on the following basis:

Effective May 1, 1992 the Employer shall pay seventeen cents (.17¢) per hour for each hour worked by each employee.

Effective May 1, 1993 the Employer shall pay nineteen cents (.19¢) per hour for each hour worked by each employee.

Effective May 1, 1993 the Employer shall pay twenty-one cents (.21¢) per hour for each hour worked by each employee.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.01 The hours of work of employees shall be eight and one-half (8½) hours per day, Monday to Friday, inclusive, and shall be worked between the hours of 7:00 a.m. and 7:00 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of eight and one-half (8½) hours per day shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

7.03 a) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 o'clock in the morning or after 7:00 o'clock in the evening in any day, notwithstanding that the employee has not already completed a full day's work.

b) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (2) times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for **shift** work.

7.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after he has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

APPENDIX 12 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 1089 - SARNIA

The following articles apply to members of Local 1089 when any of the Employers:

- a) perform work within the territorial jurisdiction of Local 1089; and
- b) hire members of Local 1089

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local 1089. The Group Classifications are those established in Schedule "C":

	<u>May 1/92</u>	<u>May 1/93</u>	<u>May 1/94</u>
a) <u>Group 1</u> - Form Builders (Carpenters)	\$17.16	\$18.16	\$19.06
b) <u>Group 2</u> - Reinforced Concrete Workers, etc.	\$16.41	\$17.41	\$18.31
c) <u>Group 3</u> - Form Helpers	\$16.41	\$17.41	\$18.31

ARTICLE 2 - VACATION PAY

2.01 Vacation pay shall be paid to all employees twice yearly at the rate of eight percent (8%) of gross earnings, or upon termination of an employee's employment with the Employer, as the case may be.

ARTICLE 3 - WELFARE PLAN AND PENSION PLAN AND TRAINING FUND

3.01 The Employer shall pay on behalf of each of his employees into the Labourers' Local 1089 (Sarnia) Benefit Trust Fund, on the following basis:

- a) Effective May 1, 1992, the Employer shall pay one dollar (\$1.00) per hour worked by each employee into the Labourers' Local 1089 (Sarnia) Benefit Trust Fund.

3.02 The Employer shall pay on behalf of each of his employees into the Labourers' Pension Fund of Central and Eastern Canada on the following basis:

- a) Effective May 1, 1992, seventy cents (.70¢) for each hour worked by each employee into the said Fund.
- b) Effective May 1, 1993, eighty cents (.80¢) for each hour worked by each employee into the said Fund.
- c) Effective May 1, 1994, ninety cents (.90¢) for each hour worked by each employee into the said Fund.

3.03 The Employer shall pay on behalf of each of his employees into the Labourers' Local 1089 (Sarnia) Training and Rehabilitation Trust Fund the sum of ten cents (.10¢) per hour for each hour worked by each employee into the said Fund.

ARTICLE 4 - WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Appendix, working dues in the amounts of forty-two cents (.42¢); forty-three cents (.43¢); and forty-five cents (.45¢) per hour for each hour worked by the said employees and to remit the said working dues to the Labourers' Union, Local 1089 not later than the fifteenth (15th) day of the month following the month for which the deduction is made, in the following manner:

- a) Effective May 1, 1992, thirty-seven cents (.37¢) per hour each hour worked shall be remitted to Local 1089 and the Employer shall use the Welfare Contribution Form for the remittance of the said thirty-seven cents (.37¢) per hour and shall note thereon the employees' names, social insurance numbers and number of hours worked; and

- b) Effective May 1, 1993, thirty-eight cents (.38¢) per hour each hour worked shall be remitted to Local 1089 and the Employer shall use the Welfare Contribution Form for the remittance of the said thirty-eight cents (.38¢) per hour and shall note thereon the employees' names, social insurance numbers and number of hours worked; and
- c) Effective May 1, 1994, forty cents (.40¢) per hour each hour worked shall be remitted to Local 1089 and the Employer shall use the Welfare Contribution Form for the remittance of the said forty cents (.40¢) per hour and shall note thereon the employees' names, social insurance numbers and number of hours worked; and
- d) Effective May 1, 1992, five cents (.05¢) per hour for each hour worked shall be remitted to the Secretary/Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers, and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

ARTICLE 5 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 A thirty (30) mile free travelling zone shall be established from the Sarnia City Hall to the project, furthermore, there shall also be a thirty (30) mile free travelling zone established from the jobsite for any men living within that zone.

5.02 Travelling expenses shall be paid to employees at the rate of thirty cents (30¢) per kilometre when they supply their own transportation for travelling from job to job during working hours at the direction of the Employer. In addition, employees shall be paid their applicable rates plus all normal benefits for the time spent in travelling. This condition shall apply to all employees working in the thirty (30) mile zone designated in Article 5.01 of this Appendix.

5.03 All employees directed to travel to a project beyond the thirty **(30)** mile free zone as specified in Article **5.01** of this Appendix, shall receive travelling expenses at the rate of thirty **(30¢)** cents per kilometre to the project from the thirty **(30)** mile free zone and return from project to thirty **(30)** mile free zone. In all cases where mileage is paid the most direct and practical route shall be used in calculating expenses.

5.04 Board allowance at the rate of forty dollars **(\$40.00)** per day up to a maximum of **two** hundred dollars **(\$200.00)** per week shall be paid to employees on jobs **fifty** (SO) miles or more from the **Sarnia** City Hall. When employees report for work at the direction of the Employer on out-of-town projects and there is no work available **due** to job conditions, board shall be paid for a full day.

5.05 Travelling expenses to and from the project at the rate of thirty cents **(30¢)** per kilometre shall be paid once every thirty **(30)** days to the employee when working on projects one hundred **(100)** miles or more from home. In addition to the board allowance provided in Article **5.04** of this Appendix.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.01 The work week shall consist of forty-two **(42)** hours per week, scheduled as follows:

Eight and one-half **(8½)** hours per day Monday to Thursday inclusive and eight **(8)** hours on Friday. Such hours are to be worked between **7:00** a.m. and **6:30** p.m. **Working** hours outside the scope of these times may be changed only by mutual consent of the Employer and the Local Union.

6.02 a) One and one-half **(1½)** times the regular straight time hourly rate of pay shall be paid for hours worked prior to **7:00** o'clock in the morning or **after 6:30** p.m. in the evening in any day notwithstanding that the employee has not already completed a full days work.

b) One and one-half **(1½)** times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two **(2)** times his regular straight time hourly rate shall be paid for hours worked on a Sunday and holidays save and except for **shift** work.

6.03 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

6.04 All work performed in excess of eight and one-half (8½) hours per day shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

6.05 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after he has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

SCHEDULE "F"

PENSION, WELFARE, TRAINING AND VACATION PAY CONTRIBUTIONS

This Schedule sets out the names, addresses, and contributing payments of all Trust Funds.

A) INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

1. Pension, Welfare, Training

- a) Make cheques for all funds payable to:

I.U.O.E. Local 793 Benefit Fund.

- b) Mail to:

I.U.O.E. Local 793 Benefit Trust
Canadian Imperial Bank of Commerce
180 Laird Drive
TORONTO, Ontario M4G 3V7

**B) LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCALS
183, 247, 491, 493, 506, 527, 597, 625, 837, 1036, 1059, 1081, 1089**

1. Pension

- a) For All Locals:

FUND:

The Labourers' Pension Fund of Central and Eastern Canada

Make cheque payable to:

The Labourers' Pension Fund of Central
and Eastern Canada,
P.O. Box 40, Station "Q",
TORONTO, Ontario M4T 1L0

2. Welfare, Training and Vacation Pay

a) Local **183**:

FUNDS:

i) Welfare:

Labourers' Local 183 Members' Benefit Trust Fund

ii) Training:

L.I.U.N.A. Local 183 Training & Rehabilitation Trust Fund

iii) Vacation Pay:

Labourers' International Union of North America,
Local 183 Members' Holiday and Vacation Pay Fund

Make cheques for all Funds payable to:

Local 183 Trust Administration

Mail to:

Benefit Plan Administrators Limited
1300 Yonge Street, Suite #100
TORONTO, Ontario M4T 2W2

b) Local **247**:

i) Welfare:

Local 247 Health and Welfare Plan

Mail to:

Labourers' Union Local 247
83 Terry Fox Drive
KINGSTON, Ontario K7L 4V4

ii) Training:

L.I.U.N.A. Participating Locals
Training and Rehabilitation Fund

Make cheque payable to:

L.I.U.N.A. Participating Locals
Training and Rehabilitation Fund

Mail to:

L.I.U.N.A. Participating Locals
Training and Rehabilitation Fund
P.O. Box 40, Station "Q",
TORONTO, Ontario M4T 1L0

c) **Local 491:**

i) Welfare:

Trustees of the L.I.U.N.A. Ontario
Participating Locals 1981 Benefit Trust

Make cheque payable to:

L.I.U.N.A. Ontario Participating
Locals 1981 Benefit Trust

Mail to:

c/o Bank of Nova Scotia
1 St. Clair Avenue West
TORONTO, Ontario M4T 1Z3

ii) Training:

L.I.U.N.A. Participating Locals
Training & Rehabilitation Fund

Make cheque payable to:

L.I.U.N.A. Participating Locals
Training & Rehabilitation Fund

Mail to:

L.I.U.N.A. Participating Locals
Training & Rehabilitation Fund
P.O. Box 40, Station "Q"
TORONTO, Ontario M4T 1L0

d) Local 493:

i) Welfare.

Northern Ontario Labourers' Trust Fund

Make cheque payable to:

Northern Ontario Labourers' Trust Fund

Mail to:

L.I.U.N.A. Local 493
58 Lisgar Street South
SUDBURY, Ontario P3E 3L7

ii) Training:

L.I.U.N.A. Participating Locals
Training & Rehabilitation Fund

Make cheque payable to:

L.I.U.N.A. Participating Locals
Training & Rehabilitation Fund
P.O. Box 40, Station "Q"
TORONTO, Ontario M4T 1L0

e) Local 506:

i) Welfare:

Local 506 (Construction Division)
Employee Benefit Fund

Make cheque payable to:

Local **506** (Construction Division)
Employee Benefit Fund

Mail to:

RMT Employee Benefit Plan
1320 Yonge Street, **3rd** Floor
TORONTO, Ontario **M4T 1X4**

ii) Training:

Local **506** Members' Training Fund

Make cheque payable to:

Local **506** Members' Training Fund

Mail to:

RMT Employee Benefit Plan
1320 Yonge Street, **3rd** Floor
TORONTO, Ontario **M4T 1X4**

f) Local 527:

i) FUNDS:

Welfare, Vacation Pay and Training:

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

Make cheque payable to:

L.I.U.N.A. Local **527** Benefit Trust Funds

Mail to:

L.I.U.N.A. Local **527**
1194 Evans Avenue
OTTAWA, Ontario **K1H 7Z8**

g) Local 597:

i) Welfare.

The Labourers' Multi-Welfare Trust Fund of Ontario

Make cheque payable to:

Benefit Plan Administrators Limited

Mail to:

Benefit Plan Administrators Limited
1300 Yonge Street, Suite 100
TORONTO, Ontario M4T 2W2

ii) Training:

The L.I.U.N.A. Local 597 Training
and Rehabilitation Trust Fund

Make cheque payable to:

The L.I.U.N.A. Local 597 Training
and Rehabilitation Trust Fund

Mail to:

The L.I.U.N.A. Local 597 Training
and Rehabilitation Trust Fund
P.O. Box 40, Station "Q"
TORONTO, Ontario M4T 1L0

h) Local 625:

i) Welfare.

Trustees of the L.I.U.N.A.
Ontario Participating Locals
1981 Benefit Trust

Make cheque payable to:

L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust

Mail to:

c/o Bank of Nova Scotia
1 St. Clair Avenue West
TORONTO, Ontario M4T 1Z3

i) Local 837:

i) Welfare:

L.I.U.N.A. Local 837 Welfare Fund

Make cheque payable to:

Trustees of the Welfare Fund, L.I.U.N.A. Local 837

Mail to:

Trustees of the Welfare Fund
L.I.U.N.A. Local 837
44 Hughson Street South
HAMILTON, Ontario L8N 2A7

ii) Training:

Labourers' Local 837 Training Trust Fund

Make cheque payable to:

L.I.U.N.A. Local 837 Training Fund

Mail to:

L.I.U.N.A. Local 837 Training Fund
44 Hughson Street South
HAMILTON, Ontario L3N 2A7

j) Local 1036

i) Welfare:

Labourers' Local (1036) Employees Benefit Trust Fund

Make cheque payable to:

Labourers' Local **1089 (Sarnia)** Benefit Trust

Mail to:

1255 Confederation Street
SARNIA, Ontario N7S 4M7

ii) Training:

Labourers' Local **1089 (Sarnia)** Training and Rehabilitation Fund

Make cheque payable to:

Labourers' Local **1089 (Sarnia)** Training and Rehabilitation Trust Fund

Mail to:

1255 Confederation Street
SARNIA, Ontario N7S 4M7

NOTES

Make cheque payable to:

Labourers' Local **1089 (Sarnia)** Benefit Trust

Mail to:

1255 Confederation Street
SARNIA, Ontario N7S 4M7

ii) Training:

Labourers' Local **1089 (Sarnia)** Training and Rehabilitation Fund

Make cheque payable to:

Labourers' Local **1089 (Sarnia)** Training and Rehabilitation Trust Fund

Mail to:

1255 Confederation Street
SARNIA, Ontario N7S 4M7

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