

SOURCE	Union		
EFF.	90	05	01
TERM.	92	04	30
No. OF EMPLOYEES	800		
NOMBRE D'EMPLOYÉS	L.W.		

COLLECTIVE AGREEMENT

1990 - 1992

BETWEEN

METROPOLITAN TORONTO DEMOLITION
CONTRACTORS INC.

(hereinafter referred to as the "Association")

OF THE FIRST PART

- and -

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

(hereinafter referred to as the "Council")

OF THE SECOND PART.

NOV 26 1990

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THIS AGREEMENT shall become effective the 1st day of
y 1990.

B E T W E E N :

METROPOLITAN TORONTO DEMOLITION
CONTRACTORS INC.

(hereinafter referred to as the "Association")

OF THE FIRST PART

- and -

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

(hereinafter referred to as the "Council")

OF THE SECOND PART.

WHEREAS the Council and the Association are desirous of
establishing a form of standard Province-Wide Collective
Agreement with respect to certain employees of the Employers
engaged in all phases of demolition and wrecking as defined in
Article 1 and 11 of this Collective Agreement and within the
geographical area defined herein so as to provide uniform
interpretation, application and administration of the
relationship established;

IT IS expressly agreed and declared by and between the
parties hereto as follows:

ARTICLE 1 - COGNITION

1.01 The Association recognizes the Council as the sole and
exclusive bargaining agent for all employees coming
within the jurisdiction of this Agreement as defined in
Article II of this Agreement, save and except
Non-Working Foremen and persons above the rank of
Non-Working Foremen, Office and Clerical Staff,
Engineering Staff, Yard Employees and Watchmen; in the
Province of Ontario-

- 02 The Council recognizes the Association as the bargaining agent for all Employers whose employees are represented by the Union, engaged in construction work as specified by Article II of this Agreement, within the Province of Ontario.
- 1.03 The Association recognizes the Council and its affiliated Local Unions to be the administrative party of this Collective Agreement including the right to file grievances under Section 124 of the Ontario Labour Relations Act (c.232 as amended) for work performed within the geographical area and/or jurisdiction of the Local Unions as per Appendix "D" attached hereto.
- 1.04 The geographical area of this Agreement shall be the Province of Ontario.
- 1.05 The term "Union" as set out in this Agreement shall include, where the context requires, the Local Unions set out in Appendix "D" hereto and in such cases the Local Union shall be deemed to represent the Council.

ARTICLE II OPE

- 2.01 It is agreed that the following types of work fall within the jurisdiction of this Collective Agreement.
- 2.02 The Council undertakes and agrees that it has jurisdiction and its members will do and perform all work required to be performed by the Association in connection with the "Wrecking Industry" including wrecking, demolition, dismantling and salvage of any buildings, bridges, houses, fences, platforms, loading docks and/or miscellaneous structures of all types, including the erection and removal of scaffolding, canopies, fences, outriggers, platforms, chutes, barricades, etc., in whole or in part and all incidental work characteristics traditionally performed

and will do and perform all work of every nature whatsoever as required to completely and/or partially remove and transport any structures and all component, attached or included parts, materials and articles, and will do and make repairs and adjustments as required, and the Council undertakes and agrees that it will to these ends defend all its rights to do all this work in the event of any jurisdictional disputes and further agrees that, should any of this **work** be claimed by any other craft or Union, that this work will not cease in the event of a threatened strike or strikes called by crafts or Union over the jurisdiction contained herein whether or not employed thereon.

2.03 It is expressly understood and agreed that all work in connection with renovations is not covered by this Agreement. It is also expressly understood and agreed that the term "Renovation" as used herein includes reconstruction, building and new construction **work** commencing after demolition, wrecking or salvage but does not include any work defined in Article 2.02 above.

2.04 It is expressly understood and agreed that the terms and conditions of this Agreement, save and except as provided in the Appendices, shall apply-

ARTICLE III - MANAGEMENT RIGHTS

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

- (a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- (b) To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined or disciplinarily demoted without just cause shall be subject to the provisions of the Grievance Procedure;
- (c) To make, **alter** from time **to** time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- (d) It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE IV - UNION DUES AND CHECK-OFF

- 4.01 As a condition of employment, each Employer will deduct, from the first (1st) pay of each employee regular monthly Union Dues each calendar month. Each Employer will also deduct the Union Initiation Fee (where such fee is applicable), providing employees authorize such deduction. It is recognized that in deducting the said Initiation Fee, if permission is granted by the Local Union, employees may have this amount deducted in two (2) successive steps, and if so, the Employer may deduct the Initiation Fee in this manner, upon notification from the Union.
- 4.02 By the fifteenth (15th) day of the month following the month for which deductions were made for Union Dues and/or Initiation Fees the Employer will forward the amount deducted to a designated officer of the appropriate Local Union on behalf of its members together with a list of the employees from whom deductions were made, together with their Social Insurance Numbers. 3/1
- 4.03 Each Employer further agrees to remit all Working Dues on behalf of all his employees covered by this Collective Agreement in accordance with Article XXIV hereof.
- 4.04 The Employer agrees to remit with ~~the Pension~~ Contributions, if any, Provincial Council Working Dues in an amount specified in Article XXIV to the Labourers' Pension Fund of Central and Eastern Canada on a form prescribed by the Trustees.

05 Each Employer bound by this Collective Agreement shall contribute three (~~.03¢~~) cents per hour for each hour earned by each employee covered by this Collective Agreement and shall remit such contributions to the Labourers' Pension Fund of Central and Eastern Canada by the fifteenth (15th) day of the month following the month in which the hours were earned. Such amounts on receipts shall be immediately paid to the Metropolitan Toronto Demolition Contractors Inc., as each Employer's contribution to the costs of negotiating and administrating this Collective Agreement. The Council and its affiliated Local Unions agree to advise the Association in writing forthwith when a new Employer becomes bound to this Collective Agreement, The Council agrees to provide the Association with any Employer filings which **show** the number of hours for which each Employer performing demolition or related work made dues or benefit contributions.

ARTICLE V - UNION SECURITY

- 5.01 Each Employer agrees to employ only members in good standing of the Local Union as provided for and specified in Article 1.03 for work covered by this Agreement, subject to the provisions of Article 8.01. 4/1
- 5.02 As a condition of continuing employment, all employees shall maintain in good standing their membership in the Local Union.
- 5.03 Each Employer acknowledges and agrees that the work covered by this Agreement is within the exclusive jurisdiction of the Council and its affiliated bargaining agents, notwithstanding the claims of any other Trade Union.

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

5.05 Each Employer shall provide to the Council a list of employees showing such employees' classifications when requested, to a maximum of two (2) times per year.

ARTICLE VI RING OF EMPLOYEES

6.01 Each Employer agrees to call the Local Union Office for his needed supply of men within the geographical area defined in Article 1.03 and Appendix "B" attached hereto.

6.02 Should the Local Union find it impossible to supply the Employer with such personnel within forty-eight (48) hours, the Employer shall be free to employ workers from other sources provided, however, such workers are informed that as a condition of employment that they apply for membership in the Union within seven (7) days or be terminated from employment. During this period an employee shall be subject to all provisions of this Agreement.

ARTICLE VII - NO STRIKE OR LOCKOUT

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

ARTICLE VIII - WAGE RATES AND OTHER CONDITIONS

8.01 Wages and Working conditions shall be as per attached Appendices "A", "B", "C" and "F" forming part of this Agreement..

ARTICLE IX - JURISDICTIONAL DISPUTES

9.01 When a Work Claim Dispute arises between the Local Union and/or Council, which is a party to this Agreement, and any other Union, Person or Organization which cannot be settled to the satisfaction of all parties concerned, such dispute shall only be processed as a complaint under Section 91 of the Ontario Labour Relations Act. In the meantime, work will continue as assigned to the Labourers' by the Employer unless otherwise directed by the Ontario Labour Relations Board.

ARTICLE X - RECOGNIZED HOLIDAYS AND VACATIONS

10.01 All work performed on Sundays or on the following Recognized Holidays shall be paid at double the regular rate of wages:

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New Year's Day
Good Friday
Victoria Day
Dominion Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

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10.02 If any of the above Holidays fall on a Saturday or Sunday, such Holidays shall be observed on the day or days immediately following the weekend. Vacation Pay shall include an amount in lieu of payment for Holidays.

10.03 Accrued Vacation and Holiday Pay shall be paid to each employee covered by this Agreement every three months and on termination. To be paid no later than the second pay day of January, April, July and October. Vacation and Holiday Pay shall be paid by a separate cheque covering only Vacation and Holiday Pay.

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ARTICLE XI - PAYMENT OF WAGES

- 11.01 Wages shall be paid weekly or bi-weekly by cash or cheque on the job at the option of the Employer and shall be accompanied by a slip outlining all Hours of Work, the Hourly Rate, Overtime Hours, Deductions for Income Tax, Unemployment Insurance, Pension, etc., where applicable. In the event that wages are paid by cheque, pay day shall be not later than Thursday of the following week. It is further agreed that an employee's pay slip will show the number of hours worked in each week. Payment for correction of errors in wage payment exceeding one hundred dollars (\$100) shall be made by separate cheque.
- 11.02 In the case of lay-off, all employees will receive one (1) hour's notice in advance of the lay-off or pay in lieu of notice.
- 11.03 Whenever Unemployment Insurance Forms, Vacation and Statutory Holiday Pay Credits and pay cheques are not given to employees at the time of termination, they shall be sent by the Employer affected to the employee by registered mail to his last known address within two (2) working days of the time of termination.
- 11.04 Payment for travel expenses and out-of-town allowances will be clearly identified on cheque slip and will be also identified as required for tax returns.

ARTICLE XII - GOVERNMENT LEGISLATION AND CONFLICTS

- 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 provision without in any way affecting the remainder of the Agreement. It is

understood and specifically agreed that should any part of this Agreement be rendered invalid the Recognition and Scope Provisions of Article I and II shall remain in full force and effect.

12.02 In the event of a conflict between the provisions of this Agreement and any other Agreement to which the Employer is a party, then the provisions of this Agreement shall apply.

ARTICLE XIII - F. REFRESHMENT AND LUNCH BREAK

13.01 An employee will be allowed a refreshment break of ten (10) minutes during the hours of work on each half of his designated working shift without loss of pay.

13.02 Regular day shift employees shall be allowed one-half (1/2) hour lunch break near the mid-point of the shift. It is understood that no employee be required to work more than five (5) consecutive hours without a lunch break.

Where an employee is required to work through his lunch break, he will be paid at the applicable overtime rate for the lunch period and will be allowed a one-half (1/2) hour later to eat his lunch.

13.03 Each employee shall be allowed a further ten (10) minute break to be taken prior to the start of any overtime work provided the anticipated overtime will be of two (2) hours duration or more.

ARTICLE XIV - PRE-JOB CONFERENCE

- 14.01 Where an Employer is awarded a contract within the geographical jurisdiction of a Local Union, which is outside the geographical jurisdiction of the Local Union having geographic jurisdiction over the Employer's point of origin, the Employer agrees to notify the Ontario Provincial District Council, and the Local Union having jurisdiction where the work is to be performed, and the Employer shall give the location and nature of the work and probable date of commencement of such work. A Pre-Job conference shall be held at the request of either party where the project is outside the geographical jurisdiction of the Local Union having geographic jurisdiction over the Employer's point of origin and where the project involves five (5) working days or more; or five (5) or more employees covered by this Collective Agreement.
- 14.02 It shall be the purpose of the Pre-Job Conference to agree to such matters as employment requirements, mobility of, and the number of key men, experienced and capable Union members, probable duration of the job, and any other matters related to the job.

ARTICLE XV - MOBILITY OF KEY MEN

- 15.01 For the purpose of this Agreement, the Employer's yard or basis of operations is designated as the point of origin for employees covered by this Agreement.
- 15.02 All point of origin employees shall be members and maintain membership in good standing in Labourers' International Union of North America.
- 15.03 It is hereby agreed by and between the parties to this Collective Agreement that a request by an Employer for mobility of key men on the job shall be discussed at a

job conference as defined in Article XIV. Such request shall not be unreasonably denied. Truck drivers and Equipment Operators shall have no restrictions on their mobility. In addition to Truck Drivers and Equipment Operators, two general labourers per job who shall be considered key men shall have no restrictions on their mobility. The Employer shall remit the regular monthly dues on behalf of such key men and equipment operators and truck drivers to the Local Union to which the key men and equipment operators and truck drivers belong and the Union agrees to save the Employer harmless from any and all claims which may be made against the Employer for amounts deducted and remitted as herein provided.

ARTICLE XVI - COMPLAINTS AND GRIEVANCES

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

16.02 Grievances arising under this Agreement shall be adjusted and settled as follows. Within ten (10) days after the circumstances giving rise to the grievance occurred or originated (except in the case of a discharge grievance, which may be presented within five (5) working days), the grievance shall be presented to the Employer in writing and the parties shall meet within five (5) working days in an endeavor to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting, then the grievance may be submitted to a Committee consisting of two (2) members of the Union and two (2) members of the Association at any time within five (5) days thereafter, and not later, and if a satisfactory settlement is not reached within five (5) days from this meeting, the grievance may be submitted to arbitration as provided for in Article XVII below.

Grievances dealing with alleged violation of payment for Hours of Work, Rates of Pay, Overtime, Vacation and Statutory Holiday pay, Shift Premium, Travelling Expenses, Room and Board Allowances, Pension and Welfare Contributions, Reporting Allowances and Dues may be brought forward within sixty (60) days after the circumstances giving rise to the grievance were known by Union Representative.

ARTICLE XVII - ARBITRATION

- 17.01 No grievance may be submitted to Arbitration which has not been properly processed through the grievance procedure as herein provided.
- 17.02 When either party requests that a grievance be submitted to Arbitration, the party making the request shall do so in writing addressed to the other party and at the same time appoint an Arbitrator. Within five (5) working days thereafter, the other party shall appoint an Arbitrator. The two (2) Arbitrators so appointed will meet at their earliest convenience and attempt to select, by Agreement, a third (3rd) person who shall act as Chairman of the Arbitration Board. If they are unable to agree on a Chairman within five (5) days they will then request the Minister of Labour of the Province of Ontario to appoint an impartial Chairman.
- 17.03 No person may be appointed as an Arbitrator who has been involved in an attempt to settle the grievance.
- 17.04 Each of the parties hereto will bear the expense of the Arbitrator it appoints. The parties will jointly bear the expenses, if any, of the Chairman.
- 17.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, add to, modify or amend any part of the said Agreement or its Schedules.

18.06 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the Chairman will be final and binding upon the parties hereto.

ARTICLE XVIII - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES

18.01 It is understood that the Association, on its own behalf or on behalf of any of its members companies, may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to Arbitration in the same way as a grievance of an employee. Such grievances shall be processed in accordance with Section 18.02 of the grievance procedure set out above.

18.02 A Council and/or Local Union's grievance which is defined as an alleged violation of this Agreement involving all or a substantial number of employees in the bargaining unit, in regard to which a substantial number of employees have signified an intention to grieve in writing or a grievance involving the Union itself including the application or interpretation of this Agreement may be brought forward as a grievance of an employee, subject to the same time limits as in Article XVI and to be processed in accordance with the provisions of Section 18.02 above.

ARTICLE XIX - PROTECTIVE CLOTHING

19.01 Each Employer shall provide employees with such protective clothing and equipment in relation to dangerous, corrosive and toxic materials including and without limiting the generality of the forgoing, asbestos and wet weather clothing, including rainsuits, as needed.

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

19.03 The parties shall establish a Joint Health and Safety Committee to establish rules in connection with Safety, Sanitation, Shelter, Protective Clothing and Equipment.

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

ARTICLE XX - UNION REPRESENTATION

20.01 (a) The Business Manager and/or Business Representative of the Local Union and/or Council shall have access to all jobs of each Employer during Working Hours, but in no case shall his visits unduly interfere with the progress of work.

When visiting a job, he will first report to the Employer Superintendent or other Supervisory Personnel of the Employer in charge of the job.

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

20.02 Each Employer agrees to recognize the right of the Union to select or otherwise appoint **up** to a maximum of two (2) Stewards per Company to assist employees in presenting any complaints or grievances they may have to Representative of Management. The Union shall be

required to notify the Job Foreman of names of Stewards before they will be recognized. The Steward shall be allowed a reasonable amount of time to deal with Union business on the project. The Stewards, provided they are capable of performing the regular work, shall be the last men retained by the Employer-



20.03 Where a job is performed within the geographical jurisdiction of a Local Union, which is outside the geographical jurisdiction of the Local Union having geographic jurisdiction over the Employer's point of origin, the Employer acknowledges the right of the Local Union where the work is performed to appoint a Job Steward for the duration of the project. The Local Union shall be required to notify the Job Foreman of the name of the Job Steward before he will be recognized. The Job Steward shall be allowed a reasonable amount of time to deal with proper Union business directly connected with the project. The Job Steward shall be the last man retained by the Employer on such job provided he is capable of performing the regular work-

ARTICLE XXI - SAFETY, SANITATION AND SHELTER

21.01 Each Employer shall provide a proper and adequate place of shelter sufficiently heated and securely locked in which the Labourers may eat their lunch and store their clothing. Sanitary toilets shall be provided in accordance with the regulations of the Occupational Health and Safety Act, as amended. This provision will have been complied with if the Employer has made arrangements with the General Contractor, or other parties for the use of existing facilities.

- .02 In co-operation with each Employer's overall program of Accident Control and Prevention, it is expected that an employee will report to the Foreman or if the Foreman is not available to any person responsible for Management of the site, for immediate corrective action, any unsafe conditions, unsafe acts or violation of The Occupational Health and Safety Act. The Employer shall not take any disciplinary action or discharge an employee making such a report to the Foreman or other competent authority.
- 21.03 Each employee shall, as a condition of employment, be required to **own** and wear a Safety Helmet of a type approved by the Canada Standards Association. An employee may purchase such helmet from the Employer at cost.
- 21.04 Every employee shall, as a condition of employment, **own** and wear suitable protective footwear and other personal protective equipment required in the normal course of his duties. This does not include special clothing which will be supplied by his Employer at no cost to the employee where an employee is required to work under abnormal conditions or involving dangerous, corrosive or toxic substances or during inclement weather as provided in Article XIX.
- 21.05 The Employers shall, at their 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.
- 21.06 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.

07 The vehicle to be used to transport employees will be enclosed and tools will be secured in tool boxes. No materials will be carried in the trucks in a manner endangering the safety of the employees being transported.

21.08 No employee will be discharged or disciplined by his Employer because he refuses to work in unsafe conditions.

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ARTICLE XXII - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM
INDUSTRIAL ACCIDENT

22.01 An employee injured in the performance of his duties may resume his regular work if he applies and if work is available provided he first (1st) provides the Employer with a medical certificate from a duly qualified medical practitioner indicating he is fit to resume his regular work. The job of an injured worker shall be deemed to be available if upon his application to 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 or transferred or otherwise assigned to perform any work within the said classification on any project of the Employer covered by this Agreement. An employee who claims he has been denied employment contrary to this provision may have recourse to the grievance and Arbitration procedures as set out in Article XVI and XVII of the Agreement.

22.02 The above shall not apply if the injury is attributable to the willful neglect or misconduct of the employee.

ARTICLE XXIII - WELFARE AND PENSION

- 23.01 It is agreed that the established Local Unions' Employee Benefit Trusts shall continue and the Employer shall pay an amount so specified in Appendix "A" per hour earned ✓ by each employee covered by this Agreement. Such monies shall be entered on a form as designated by the Trustees from time to time and remitted directly to the said Welfare Fund by the fifteenth (15th) day of the month following the month for which contributions are made.
- 23.02 The established Welfare Plans of Local Unions' members of Council, shall be complied with as required herein provided that the total Payment of Wages, Vacation Pay, Welfare, Pension and Training shall be equal to the total provided herein applicable to each Local Union and wages shall, if necessary, be adjusted to comply with this requirement.
- 23.03 It is agreed that the Employers shall pay into the established Labourers' Pension Fund of Central and Eastern Canada, in the amount specified in Appendix "A" **per** hour for each hour earned by each employee covered by this Agreement. Such contribution shall be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance 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.
- 23.04 At no time shall Employer contributions due the Fund provided herein be paid directly to the employee.

- 23.05 Interest at the rate of one and one half percent (1 1/2%) per month, eighteen percent (18%) per annum, may be charged from the due date on Welfare, Pension and Vacation Pay Fund remittances where applicable for amounts over fifteen (15) days in arrears, where the Employer has received five (5) days prior written notice and has failed to correct such delinquency.
- 23.06 With reasonable cause, the Trustees of a Trust Fund to which an Employer is obliged to contribute, may appoint an independent chartered accountant to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's payroll records, only with respect to Employer contributions to the required Employee Benefit Funds, or at the option of the Employer, he shall direct his Chartered Accountant to provide a Certified Audited Statement in reply to questions submitted by the Trustees in this regard.
- 23.07 All fees and costs in connection with the Trustee appointed Auditors shall be borne by the applicable Trust Fund.
- 23.08 Where an Employer opts to direct his Chartered Accountant to provide a Certified Audited Statement, the cost of such audit shall be borne by the Employer.

ARTICLE XXIV - LABOURERS' UNION ADMINISTRATION FUND DEDUCTION
AND CONTRIBUTIONS

24.01 The Employer agrees to deduct from each employee covered by the terms of this Agreement, Working Dues at the rate specified in Appendix "A" per hour worked, of which the rate specified in Appendix "A" per hour shall be remitted directly to the Secretary-Treasurer of the applicable Local Union having jurisdiction where the work is performed and the rate specified in Appendix "A" per hour which shall be remitted directly to the Secretary-Treasurer of the Ontario District Council, or in accordance with Article 4.04 by the fifteenth (15th) day of the month following the month in which such deductions were made. The Employer shall, when remitting such dues, submit a list of names and Social Insurance Numbers for and on whose behalf such deductions were made on One (1) Standard Benefits Reporting Form showing all applicable deductions and/or contributions.

24.02 The Council undertakes to hold harmless and agrees to indemnify the Employer, its Successors, Administrators and Assigns, against any liability incurred by each or all of them by reason of their having made payments into the Labourers' Administrative Fund.

ARTICLE XXV - S - CONTRACTING

25.01 Each Employer agrees to engage only Sub-Contractors who are in contractual relations with the Union and/or its affiliated bargaining agents.



ARTICLE XXVI - - - RATION

26.01 If the Employer engages in construction work other than the work described in Article II of this Collective Agreement and such work comes within the scope of

existing Collective Agreements established either by the Council and/or its affiliated Local Unions, then the Employer agrees to be bound by the rates and conditions within the Collective Agreement applicable for such work.

ARTICLE XXVII - BESTOS REMOVAL

27.01 Abestos Removal work shall be performed in accordance with Appendix "F " of this Collective Agreement

ARTICLE XXVIII - LOCAL SCHEDULE EXEMPTIONS OR AMENDMENT

28.01 With the exception of work falling within Schedule B and C of this Collective Agreement on projects where the contractors are primarily non-Union, it is agreed that the hourly rate may be amended by mutual agreement between the Employer and the Local Union having jurisdiction over the project to enable the Employer to be on a fair and competitive basis. It is further agreed that such consent will not be unreasonably withheld.

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

28.03 Any such Memorandum of Local Exemption or Amendment, when adopted and endorsed by the designated parties to this Agreement, shall amend the specific clauses,

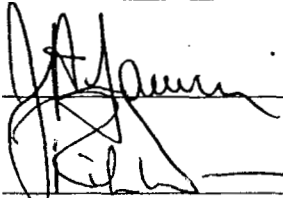


articles or provisions applicable as necessary from time to time. Any such Memorandum of Local Exemption or Amendment shall expire in accordance with its terms or on the expiry date of this Agreement, whichever occurs first at which time the operative provisions shall be as originally agreed to between the parties in accordance with The Labour Relations Act.


ARTICLE XXIX - RATION

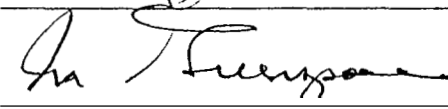
29.01 This Agreement shall become effective on the -1st day of May, 1990, and shall continue to remain in effect until April 30, 1992. Either party shall furnish the other with notice of termination, or proposed revision of this Agreement within a period of no more than (120) days and not less than thirty (30) days before its expiry.

FOR THE COUNCIL



FOR THE ASSOCIATION





A P P E N D I X " "

ARTICLE 1 - HOURS OF WORK

(a) Overtime at the rate of time and one-half (1 1/2) of the employee's basic hourly wage rate shall be paid for all hours worked in excess of forty-four (44) hours per week or nine (9) hours per day.

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ARTICLE 2 - SHIFT WORK

- (a) All shift work shall be paid at one dollar and fifty (\$1.50) cents per hour over and above the regular day shift rate for all hours worked.
- (b) When no work has been done during the day, all work performed between 4:30 p.m. and 1:00 a.m., Monday to Saturday inclusive shall be paid at one dollar (\$1.00) per hour over and above the regular day shift rate.

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ARTICLE 3 - OVERTIME

- (a) Time and one-half (1 1/2) the regular day shift rate shall be paid for all work performed in excess of forty-four (44) hours per week or nine (9) hours per day.
- (b) Time and one-half (1 1/2) the regular day shift rate shall be paid for all work performed on Saturdays.
- (c) Double the regular day shift rate, for all work performed on Sundays and Statutory Holidays.

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ARTICLE 4 - VACATIONS AND RECOGNIZED HOLIDAY PAY

(a) The Employer agrees to pay ten percent (10%) of gross wages earned to cover Vacation and Recognized Holiday Pay on the following basis; five percent (5%) of gross wages earned covers those Recognized Holidays listed in Article 10 of this Collective Agreement and five percent (5%) covers Vacation Pay.

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ARTICLE 5 - WAGES AND CLASSIFICATIONS
(By Local Union Jurisdiction)

(1) LOCAL 506

<u>WAGES</u>	<u>July 3/90</u>	<u>Oct 29/90</u>	<u>April 29/91</u>	<u>Nov 4/91</u>
Labourers	\$ 14.85	\$ 15.47	\$ 16.29	\$ 16.61
Truck Driver and Machine Operators	\$ 15.94	\$ 16.56	\$ 17.38	\$ 17.70

Qualified burners shall receive a premium of eighty (.80) cents per hour worked over the above noted Labourers' rate when using a torch.

Vacation and
Holiday Pay

Ten percent (10%) of Wages.

Welfare
Contributions

Seventy (.70) cents per hour earned. Effective April 29, 1991, eighty (.80) cents per hour earned.

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Pension
Contributions

Forty (.40) cents per hour earned.

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District Council Working Dues Deductions

Five (.05) cents per hour.

Industry Fund

Three (.03) cents per hour.

2) Travelling - Board and Mileage Allowance

- (i) When employees of an Employer are required to work outside of the free zone which is defined as the zone within a twenty-five (25) mile radius from Toronto City Hall, the following travel allowance shall be paid each way computed from the Employer's "Point of Origin".
- (ii) When employees are requested to use their **own** transportation, twenty-five (25¢) cents per mile shall be paid.
- (iii) Employees required to stay overnight shall receive a meal allowance of twenty (\$20.00) dollars per day for each day they are away and shall be provided with clean adequate lodging.
- (iv) Employees who are obliged to be away from the point of origin for an extended period of time shall have transportation paid for, or supplied from destination back to "point of origin" and return at least once every three (**3**) weeks and be paid five dollars and fifty cents (\$5.50) per hour for all time involved travelling to and from project.

2) LOCAL 247

WAGES	<u>July 3/90</u>	<u>Oct 29/90</u>	<u>April 29/91</u>	<u>Nov 4/91</u>
Labourers	\$ 13.54	\$ 14.15	\$ 14.65	\$ 14.97
Truck Driver and Machine Operators	\$ 14.64	\$ 15.25	\$ 15.75	\$ 16.07

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Qualified burners shall receive a premium of eighty (.80) cents per hour worked over the above-noted Labourers' rate when using a torch.

Vacation and
Holiday Pay

Ten percent (10%) of Wages.

Welfare
Contributions

Eighty-five (.85) cents per hour earned.
Effective April 29, 1991, one dollar (\$1.00) per hour earned.

Pension
Contributions

Ninety (.90) cents per hour earned. Effective April 29, 1991, one dollar (\$1.00) per hour earned.

Local Union Working
Dues Deductions

Thirteen (.13) cents per hour.

District Council Working Dues Deductions

Five (.05) cents per hour.

Industry Fund

Three (.03) cents per hour.

'3) LOCAL 491

<u>WAGES</u>	<u>July 3/90</u>	<u>Oct 29/90</u>	<u>April 29/91</u>	<u>Nov 4/91</u>
Labourers	\$ 13.94	\$ 14.55	\$ 15.28	\$ 15.60
Truck Driver and Machine Operators	\$ 15.04	\$ 15.65	\$ 16.38	\$ 16.70

Qualified burners shall receive a premium of eighty (.80) cents per hour worked over the above-noted Labourers rate when using a torch.

Vacation and
Holiday Pay Ten percent (10%) of Wages-

Welfare
Contributions Seventy (.70) cents per hour earned-

Pension
Contributions Fifty (.50) cents per hour earned.

Training
Contributions Ten (.10) cents per hour earned (remitted to pension office with Council Dues)

Local Union Working
Dues e-uc-ion Three (3%) percent of wages, less District Council dues.

District Council Working Dues Deductions
Five (.05) cents per hour of the aforesaid 3%.

Industry Fund Three (.03) cents per hour.

1) LOCAL 493

<u>WAGES</u>	<u>July 3/90</u>	<u>Oct 29/90</u>	<u>April 29/91</u>	<u>Nov 4/91</u>
Labourers	\$ 14.49	\$ 15.10	\$ 15.83	\$ 16.15
Truck Driver and Machine Operators	\$ 15.59	\$ 16.21	\$ 16.94	\$ 17.25

Qualified burners shall receive a premium of eighty (.80) cents per hour worked over the above-noted Labourers' rate when using a torch.

Vacation and
Holiday Pay Ten percent (10%) of Wages.

Welfare
Contributions Seventy (.70) cents per hour earned.

Local Union Working
Dues Deduction Three (3%) percent of wages, less District Council dues.

District Council Working Dues Deduction
Five (.05) cents per hour of the aforesaid 3%.

Industry Fund Three (.03) cents per hour.

3) LOCAL 527

WAGES	<u>July 3/90</u>	<u>Oct 29/90</u>	<u>April 29/91</u>	<u>Nov 4/91</u>
Labourers	\$ 13.75	\$ 14.28	\$ 14.87	\$ 15.19 ✓
Truck Driver and Machine Operators	\$ 14.85	\$ 15.38	\$ 15.97	\$ 16.29

Qualified burners shall receive a premium of eighty (.80) cents per hour worked over the above Labourers' rate when using a torch.

Vacation and
Holiday Pay Ten percent (10%) of Wages.

Welfare
Contributions One dollar (\$1.00) per hour earned.

Pension
Contributions Fifty (.50) cents per hour earned. Effective Oct 29, 1990, sixty (.60) cents per hour earned. Effective April 29, 1991, seventy-five (.75) cents per hour earned.

Working Dues Local Union dues is included in Welfare, and District Council dues is included in Pension; the wage rate has been reduced accordingly.

Industry Fund Three (.03) cents per hour-

Legal Fund Ten (.10) cents per hour included in the welfare contribution to be remitted to the Legal Service Fund.

、) LOCAL 597

WAGES	<u>July 3/90</u>	<u>Oct 29/90</u>	<u>April 29/91, Nov 4/91,</u>	
Labourers	\$ 14.17	\$ 14.79	\$ 15.33	\$ 15.64
Truck Driver and Machine Operators	\$ 15.27	\$ 15.89	\$ 16.44	\$ 16.75

Qualified burners shall receive a premium of eighty (.80) cents per hour worked over the above-noted Labourers' rate when using a torch.

Vacation and

Holiday Pay Ten percent (10%) of Wages.

Welfare

Contributions Sixty (.60) cents per hour earned.

Pension

Contributions Forty (.40) cents per hour earned. Effective April 29, 1991, sixty (.60) cents per hour earned.

Training

Contributions Five (.05) cents per hour earned.

Local Union Working

Dues Deduction Twelve (.12) cents per hour.

District Council Working Dues Deduction

Five (.05) cents per hour.

Industry Fund

Three (.03) cents per hour.

) LOCAL 607

<u>WAGES</u>	<u>July 3/90</u>	<u>Oct 29/90</u>	<u>April 29/91</u>	<u>Nov 4/91</u>
Labourers	\$ 13.84	\$ 14.45	\$ 15.05	\$ 15.37
Truck Driver and Machine Operators	\$ 14.94	\$ 15.55	\$ 16.15	\$ 16.47

Qualified burners shall receive a premium of eighty (.80) cents per hour worked over the above-noted Labourers' rate when using a torch.

Vacation and
Holiday Pay

Ten percent (10%) of Wages.

Welfare
Contributions

Sixty (.60) cents per hour earned. Effective April 29, 1991, sixty-five (.65) cents per hour earned.

Pension
Contributions

Seventy (.70) cents per hour earned. Effective April 29, 1991, eighty (.80) cents per hour earned.

Training
Contributions

Ten (.10) cents per hour earned.

Local Union Working
Dues Deduction

Thirty (.30) cents per hour worked.
(Excluding OPDC working dues)

District Council Working Dues Deduction

Five (.05) cents per hour.

Industry Fund

Three (.03) cents per hour.

(/) LOCAL 607 - continued

TRAVELLING - Board and Mileane Allowance

- (i) This section is applicable only to employees hired in Local 607's geographic area.

- (ii) When employees of an Employer are required to work outside of the free zone which is defined as the zone within a twenty-five (25) mile radius from the employee's permanent residence, the following travel allowance shall be paid each way computed from the employee's residence.

- (iii) When employees are requested to use their own transportation, twenty-five (25¢) cents per mile shall be paid.

- (iv) Employees required to stay overnight shall receive a meal allowance of twenty (\$20.00) dollars per day for each day they are away and shall be provided with clean, adequate lodging.

- (v) Employees who are obliged to be away from the point of origin for an extended period of time shall have transportation paid for, or supplied from destination back to the "point of origin" and return at least once every three (3) weeks, and be paid five dollars and fifty cents (\$5.50) per hour for all time involved travelling to and from the project.

(LOCAL 625

<u>WAGES</u>	<u>July 3/90</u>	<u>Oct 29/90</u>	<u>April 29/91</u>	<u>Nov 4/91</u>
Labourers	\$ 16.10	\$ 16.73	\$ 17.33	\$ 17.66

Qualified burners shall receive a premium of eighty (.80) cents per hour worked over the above-noted Labourers' rate when using a torch.

Truck Driver and Machine Operators premium \$1.10

Vacation and Holiday Pay Eight percent (8%) of Wages. (4% vacation pay and 4% in lieu of Statutory Holiday pay)

Welfare Contributions Seventy (.70) cents **per** hour earned. Effective April 29, 1991, seventy-five (.75) cents per hour earned.

Pension Contributions Seventy (.70) cents per hour earned. Effective April 29, 1991, eighty (.80) cents **per** hour earned.

Local Union Working Dues Deductio.. Twenty (.20) cents per **hour**.

District Council Working Dues Deduction Five (.05) cents per hour.

Industry Fund Three (.03) cents per hour.

(, LOCAL 837

<u>WAGES</u>	July 3/8	Oct 29/8	April 29/91	Nov 4/91
Labourers	\$ 13.62	\$ 14.24	\$ 14.97	\$ 15.19
Truck Driver and Machine Operators	\$ 14.72	\$ 15.34	\$ 16.07	\$ 16.29

Qualified burners shall receive a premium of eighty (.80) cents per hour worked over the above-noted Labourers' rate when using a torch.

Vacation and
Holiday Pay

Ten percent (10%) of Wages.

Welfare
Contributions

Ninety (.90) cents per hour earned.

Pension
Contributions

Fifty (.50) cents per hour earned. Effective Nov. 4, 1991, sixty (.60) cents per hour earned.

Training
Contributions

Twenty-five (.25) cents per hour earned.

Local Union Working

Dues Local Union Working Dues Thirty (.30) cents per hour.

Local Union Working Dues Deduction

Five (.05) cents per hour.

Three (.03) cents per hour.

(3) LOCAL 1036 (Subject to Appendix "B")

WAGES	<u>July 3/90</u>	<u>Oct 29/90</u>	<u>April 29/91</u>	<u>Nov 4/91</u>
Labourers	\$ 13.49	\$ 14.11	\$ 14.11	\$ 14.43
Truck Driver and Machine Operators	\$ 14.59	\$ 15.21	\$ 15.21	\$ 15.53

Qualified burners shall receive a premium of eighty (.80) cents per hour worked over the above-noted Labourers' rate when using a torch.

Vacation and
Holiday Pay Ten percent (10%) of Wages.

Welfare One dollar (\$1.00) per hour earned.

Contributions

Pension Eighty (.80) cents per hour earned. Effective
Contributions April 29, 1991, one dollar and sixty (\$1.60) cents per hour earned.

Local Union Working

Dues Deduction Twenty-five (.25) cents per hour.

District Council Working Dues Deduction

Five (.05) cents per hour.

Industry Fund Three (.03) cents per hour.

() LOCAL 1059

<u>WAGES</u>	<u>July 3/90</u>	<u>Oct 29/90</u>	<u>April 29/91</u>	<u>Nov 4/91</u>
Labourers	\$ 13.99	\$ 14.60	\$ 15.24	\$ 15.56
Truck Driver and Machine Operators	\$ 15.09	\$ 15.70	\$ 16.34	\$ 16.66

Qualified burners shall receive a premium of eighty (.80) cents per hour worked over the above-noted Labourers' rate when using a torch.

Vacation and

Holiday Pay Ten percent (10%) of Wages.

Welfare

Contributions Sixty (.60) cents per hour earned.

Pension

Contributions Sixty (.60) cents per hour earned. Effective April 29, 1991, seventy (.70) cents per hour earned.

Trainin Fund Five (.05) cents per hour earned.

Local Union Working

ues education Twenty (.20) cents per hour.

Distric ouncil Working Dues Deduction

Five (.05) cents per hour.

Industry Fund Three (.03) cents per hour-

(.) LOCAL 1081

<u>WAGES</u>	<u>July 3/90</u>	<u>Oct 29/90</u>	<u>April 29/91</u>	<u>Nov 4/91</u>
Labourers	\$ 14.30	\$ 14.92	\$ 15.51	\$ 15.83
Truck Driver and Machine Operators	\$ 15.40	\$ 16.02	\$ 16.61	\$ 16.93

Qualified burners shall receive a premium of eighty (.80) cents per hour worked over the above-noted Labourers' rate when using a torch.

Vacation and
Holiday Pay Ten percent (10%) of Wages,

Welfare
Contributions Sixty (.60) cents per hour earned.

Pension
Contributions Thirty (.30) cents per hour earned. Effective April 29, 1991, forty (.40) cents per hour earned.

Trainin Fund Effective April 29, 1991, five (.05) cents per hour earned.

Local Union Working
Dues Deduction Twelve (.12) cents per hour.

District Council Working Dues Deduction
Five (.05) cents per hour.

Industry Fund Three (.03) cents per hour.

() LOCAL 1089 (Subject to Appendix "C")

WAGES	<u>July 3/90</u>	<u>Oct 29/90</u>	<u>April 29/91</u>	<u>Nov 4/91</u>
Labourers	\$ 13.23	\$ 13.86	\$ 14.05	\$ 14.37
Truck Driver and Machine Operators	\$ 14.32	\$ 14.95	\$ 15.14	\$ 15.46

Qualified burners shall receive a premium of eighty (.80) cents per hour **worked** over the above-noted Labourers' rate when using a torch.

Vacation and

Holiday Pay

Eight percent (8%) of Wages.

Welfare

Contributions

One dollar (\$1.00) per hour earned.

Pension

Contributions

Eighty (.80) cents per hour earned. Effective April 29, 1991, ninety (.90) cents per hour earned.

G.R.S.P.

Fifty (.50) cents per hour earned. Effective April 29, 1991, one dollar (\$1.00) per hour earned.

Local Union Working

Dues Deduction

Forty (.40) cents per hour. Effective April 29, 1991, **forty-two (.42) cents per hour.**

District Council Working Dues Deduction

Five (.05) cents per hour.

Industry Fund

Three (.03) cents per hour.

A P P E N D I X " "

Work within the scope of this Agreement performed in mining, smelting, refining, steel or other metal ,manufacturing, pulp and paper mills, and electrical power systems installations and projects in the geographic region established in Appendix "D" for Local 1036; in which case, for such work, the terms and conditions of the Provincial Agreement between the Employer Bargaining Agency - Labourers' and the Labourers' International Union of North America and the Labourers" International Union of North America, Ontario Provincial District Council applicable in the Industrial, Commercial and Institutional Sector of the Construction Industry, in force from time to time, shall apply, save and except that the labourer's rate of wages shall be:

	<u>July 3/90</u>	<u>Oct 29/90</u>
Labourer's hourly rate	\$15.39/hour	\$16.01/hour
Vacation Pay	\$ 1.54/hour (10%)	\$ 1.60/hour (10%)
Welfare contributions	\$ 1.00/hour	\$ 1.00/hour
Pension contributions	\$.80/hour	\$.80/hour
Training contributions	\$.10/hour	\$.10/hour
Working Dues deduction	\$.30/hour	\$.30/hour

	<u>April 29/91</u>	<u>Nov 4/91</u>
Labourer's hourly rate	\$16.01/hour	\$16.33/hour
Vacation Pay	\$ 1.60/hour (10%)	\$ 1.63/hour (10%)
Welfare contributions	\$ 1.00/hour	\$ 1.00/hour
Pension contributions	\$ 1.60/hour	\$ 1.60/hour
Training contributions	\$.10/hour	\$.10/hour
Working Dues deduction	\$.30/hour	\$.30/hour

A P P E N D I X " "

Work within the scope of this Agreement performed on "Industrial in-plant" projects or installations including but without limiting the generality of the forgoing chemical, petro-chemical and refinery projects and installations in the geographic region established in Appendix "D" for Local 1089; in which case for such work, the terms and conditions of the Provincial Agreement between the Employer Bargaining Agency - Labourers' and the Labourers' International Union of North America and the Labourers' International Union of North America, Ontario Provincial District Council applicable in the Industrial, Commercial and Institutional Sector of the Construction Industry, in force from time to time, shall apply, save and except that the labourer's rate of wages shall be:

	<u>July 3/90</u>	<u>Oct 29/90</u>
Labourer's hourly rate	\$17.85/hour	\$18.48/hour
Vacation Pay	\$ 1.43/hour (8%)	\$ 1.48/hour (8%)
Welfare contributions	\$ 1.00/hour	\$ 1.00/hour
Pension contributions	\$.80/hour	\$.80/hour
Training contributions	\$.10/hour	\$.10/hour
Working Dues deduction	\$.40/hour	\$.40/hour
G.R.S.P.	\$.50/hour	\$.50/hour

	<u>April 29/93</u>	<u>Nov 4/91.</u>
Labourer's hourly rate	\$18.66/hour	\$18.98/hour
Vacation Pay	\$ 1.49/hour (8%)	\$ 1.52/hour (8%)
Welfare contributions	\$ 1.00/hour	\$ 1.00/hour
Pension contributions	\$.90/hour	\$.90/hour
Training contributions	\$.10/hour	\$.10/hour
Working Dues deduction	\$.42/hour	\$.42/hour
G.R.S.P.	\$ 1.00/hour	\$ 1.00/hour

A P P E N D I X " "

Local 247

Area 29, the Counties of Lennox, Addington, Frontenac and Leeds. Area 30, Grenville County. Area 12, Prince Edward County and the Townships of Lake Tudor, Grimsthorpe, Marmora, Madoc, Elzevir, Rawson, Huntingdon, Hungerford, Sidney, Thurlow and Tyendinaga in the County of Hastings. Zone IV All of the County of Hastings outside Area 12.

Local 491

Board Area 19 within 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 the Hudson Bay and all area east to the Quebec border including the towns of Opastika, Harty, Kapuskasing, Smooth Rock Falls and Cochrane. Save and except that area which belongs to Local 493, south of the 49th parallel.

Local 493

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

Appendix "D" - cont'd

Local 506

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

Local 527

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

Local 597

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

Local 607

Districts of Thunder Bay, Rainy River and those portions of the Districts of Kenora, Kenora-Patricia and Cochrane which are west of 86 degrees longitude.

Appendix "D" - Cont'd.

Local 625

The Counties of Essex and Kent.

Local 837

The County of Wentworth, that portion of Halton County west of Highway 25, extended in a straight line to the Queen Elizabeth Way. For that portion south of the Queen Elizabeth Way the property line dividing the B.P. and Shell Oil refineries in the County of Halton, and Board Area 5 namely, the Counties of Lincoln, Welland and Haldimand.

Local 1036

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

Local 1059

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

Local 1081

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

Local 1089

The County of Lambton.

A P P E N D I X "E"

PENSION, WELFARE, TRAINING, VACATION AND HOLIDAY PAY CONTRIBUTIONS

This Appendix will set out the name, address and the contributing payment of all Trust Funds:

PENSION: For all Local Unions, make cheque payable to The Labourers' Pension Fund of Central and Eastern Canada and shall be remitted directly to:

The Labourers' Pension Fund of
Central and Eastern Canada
P.O. Box 69
Station "A"
Willowdale, Ontario, M2N 5S7

LOCAL 247: Welfare: Local 247 Health and Welfare Fund.
Make cheque
payable to: Trustees of Local 247, Health and
Welfare Fund
Mail remittance to: 423 Princess Street, Suite 1
Kingston, Ontario, K7L 1B9

LOCAL 491 Welfare: L.I.U.N.A., Ontario Participating
Locals 1981 Benefit Trust.
Make cheque
payable to: Trustees of the L.I.U.N.A.
Ontario Participating Locals 1981
Benefit Trust.
Mail remittance to: The Bank of Nova Scotia
1 St. Clair Avenue East
Toronto, Ontario, M4T 1Z3

LOCAL 493 Welfare: Labourers' Local Union 493
Welfare Trust Fund
Mail remittance to: J. J. McAteer & Associates
Employee Benefit Plan Services
Suite 800, 300 John Street
Thornhill, Ontario, L3T 5W4
Training: L.I.U.N.A. Participating Locals
Training and Rehabilitation Fund
Make cheque
payable to: Participating Locals Training and
Rehabilitation Fund
Mail remittance to: Participating Locals Training and
Rehabilitation Fund
P.O. Box 69, Station "A",
Willowdale, Ontario, M2N 5S7

Appendix "E" -cont'd

LOCAL :	Welfare:	Labourers' Union Local 506 (Industrial Division) Employee Benefit Trust.
	Make cheque payable to:	Trustees of Labourers' Union Local 506 (Industrial Division) Employee Benefit Trust.
	Mail remittance to:	The Bank of Nova Scotia 1 St. Clair Avenue East Toronto, Ontario, M4T 1Z3
<u>LOCAL 527</u>	Welfare:	Vacation with 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 remittance to:	L.I.U.N.A. Local 527 1194 Evans Avenue Ottawa, Ontario, K1H 7Z8
<u>LOCAL 597</u>	Welfare:	The Labourers' Multi-Local Welfare Trust Fund of Ontario
	Make cheque payable to:	RMT Employee Benefit Plan Consultants Ltd.
	Mail remittance to:	40 Eglinton Avenue East Ste. 500 Toronto, Ontario, M4P 3B1
	Training:	The L.I.U.N.A. Local 597 Training and Rehabilitation Trust Fund
	Make cheque payable to:	The above Fund
	Mail remittance to:	P.O. Box 89, Station "A" Willowdale, Ontario, M2M 5S7
<u>LOCAL 607:</u>	Welfare:	The Labourers' Multi-Local Welfare Trust Fund of Ontario
	Make cheque payable to:	RMT Employee Benefit Plan Consultants Ltd.
	Mail remittance to:	40 Eglinton Avenue East Ste. 500 Toronto, Ontario, M4P 3B1
	Training:	L.I.U.N.A. Local 607 Training and Rehabilitation Fund
	Make cheque payable to:	L.I.U.N.A. Local 607 Training and Rehabilitation Fund
	Mail remittance to:	518 High Street South Thunder Bay, Ontario, P7B 3M3

Appendix "E" -cont'd

LOCAL 625: Welfare: L.I.U.N.A., Ontario Participating
Locals 1981 Benefit Trust.
Make cheque
payable to: Trustees of the L.I.U.N.A.
Ontario Participating Locals 1981
Benefit Trust.
Mail remittance to: The Bank of Nova Scotia
1 St. Clair Avenue East
Toronto, Ontario, M4T 1Z3

LOCAL : 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 remittance to: 7 West Avenue South
Hamilton, Ontario, L8N 2R9

Training: Labourers' Local 837 Training
Trust
Make cheque
payable to: L.I.U.N.A. Local 837 Training Fund
Mail remittance to: Same as above.

Vacation with Pay Local 837 (Hamilton) Vacation Pay
Trust Fund
Make cheque
payable to: Local 837 Vacation with Pay Trust
Fund
Mail remittance to: Same as above.

LOCAL 1036 Welfare: Labourers' Local 1036 Employee
Benefit Trust Fund
Make cheque
payable to: Labourers' Local 1036 Employee
Benefit Trust Fund
Mail remittance to: The Canadian Imperial Bank of
Commerce
P.O. Box 160, 530 Queen St. E.
Sault Ste. Marie, Ont. P6A 5L7

LOCAL 1059 Welfare: The Labourers' Multi-Local
Welfare Trust Fund of Ontario
Make cheque
payable to: RMT Employee Benefit Plan
Consultants Ltd.
Mail remittance to: 40 Eglinton Avenue East
Ste. 500
Toronto, Ontario, M4P 3B1

Training: L.I.U.N.A. Local 1059 Training
Trust Fund
Make cheque
payable to: Same as above

Appendix "E" - t'd

<u>LOCAL 1081</u>	Welfare:	The Labourers' Multi-Local Welfare Trust Fund of Ontario
	Make cheque payable to:	RMT Employee Benefit Plan Consultants Ltd.
	Mail remittance to:	40 Eglinton Avenue East Ste. 500 Toronto, Ontario, M4P 3B1
	Training:	L.I.U.N.A. Participating Locals Training and Rehabilitation Fund
	Make cheque payable to:	Participating Locals Training and Rehabilitation Fund
	Mail remittance to:	P.O. Box 69, Station 'A' Willowdale, Ontario, M2M 5S7
<u>LOCAL 1089</u>	Welfare:	Labourers' Local 1089 (Sarnia) Benefit Trust Fund
	Make cheque payable to:	Above Fund
	Mail remittance to:	L.I.U.N.A. Local 1089 1255 Confederation Street Sarnia, Ontario, N7S 4M7
	Training:	Local 1089 Training Fund
	Make cheque payable to:	The Administrator of Local 1089 Training Fund
	Mail remittance to:	Same as above.
	Vacation with Pay:	Local 1089 Vacation with Pay and Statutory Holiday Pay Trust
	Make cheque payable to:	Above Fund
	Mail remittance to:	Same as above.

APPENDIX "F"

This Appendix applies to the following work:

- a) Asbestos Removal which is incidental to Demolition work shall be done under the Demolition terms and conditions.
- b) If Asbestos Removal is a significant component of a Demolition Project or Type 3 Removal, it may be performed under this Appendix.
- c) Where Asbestos Removal is priced and or tendered separately as Asbestos Removal it may be performed under this Appendix.

1. HOURLY RATES:

Wages August 13th, 1990 - \$16.00 per hour.
 May 1st, 1991 - \$16.80 per hour.

Wage Rates

- 1st 900 hours or 6 months nine dollars (\$9.00) per hour (no pension) - all other benefits apply;
- 2nd 900 hours: 70% of Asbestos Removers' rate plus all benefits;
- 3rd 900 hours: 77% of Asbestos Removers' rate plus all benefits;
- after 2700 hours Asbestos Removers' rate;
- all benefits means: Welfare, Pension, Vacation Pay, Industry Fund, etc.

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It is understood that when calculating the hours of service it will be done on an industry-wide basis.

Trainees will receive the same benefits as outlined above with the exception of the pension contribution for the first 900 hours of training.

2. PENSION: August 13th, 1990 - \$1.60.
 May 1st, 1991 - \$1.80.

3. WELFARE: Ninety (.90) cents per hour.

4. TRAINING:
 Ten (.10) cents per hour - Training contributions shall be remitted in the same manner as Welfare and Pension contributions outlined in Article 23 of this Collective Agreement.

5. INDUSTRY:
 Three (.03) cents per hour.

6. VACATION WITH PAY
 Ten percent (10%) of wages.

Appendix "F" continued:

7. GENERAL PROVISIONS

It is agreed and understood that Local Unions may increase or decrease the amount of Welfare and Pension as long as the total package remains the same.

It is further agreed that the Local Union may re-assign Welfare and Pension contributions to the hourly rate. In this case the increase in hourly rate will be calculated 80% of the amount taken from the Welfare and Pension contributions.

8. HOURS OF WORK:

Hours of work shall be nine (9) hours per day Monday to Friday.

The first three (3) hours of overtime per day shall be paid at time and one-half and any additional hours shall be paid at double time.

For work performed at occupied premises the hours of work shall be as follows: Work week to be any day Monday through Sunday, forty-four (44) hours regular pay. Time and one-half for first three hours per day overtime. Double time for other overtime.

9. LOCAL 1089 - (SARNIA)

Hourly rates and benefits for all work coming within the scope of Appendix "C" shall be fourteen dollars (\$14.00) per hour. The benefits shall be as those outlined in the same Appendix.

Hours of work for work performed under Appendix "C" shall be 8 hours per day Monday to Friday. Overtime at the rate of double the hourly rate shall be paid for all hours outside the above.

10. WORKING DUES REMITTANCES

Working dues' remittances shall be done in accordance with each Local's and District Council's amounts as outlined in Appendix "A" of this Collective Agreement.

11. HOURLY RATE:

The following are Schedules for hourly rates and benefits as per Article 7 (General Provisions) of this Appendix.

All other Local Union Schedules shall be as in accordance with this Appendix.

Appendix "F" continued:

L.I.U.N.A. Local 607

1. WAGES August 13th, 1990 - \$16.92 per hour.
May 1st, 1991 - \$17.80 per hour.

2. PENSION: August 13th, 1990 - seventy (.70) cents per hour.
May 1, 1991 - eighty (.80) cents per hour.

3. WELFARE: August 13th, 1990 - sixty-five (.65) cents per hour.

4. TRAINING: Ten (.10) cents per hour - Training contributions shall be remitted in the same manner as Welfare and Pension contributions outlined in Article 23 of this Collective Agreement.

5. INDUSTRY: Three (.03) cents **per** hour.

6. VACATION WITH PAY
Ten percent (10%) of wages.

