**DEMOLITION AGREEMENT** 



BETWEEN

ONTARIO ASSOCIATION OF DEMOLITION CONTRACTORS INC.

(hereinaft er 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, 183, 493, 506, 527, 607, 625, 837, 1036, 1059, 1081 and 1089

(hereinafter referred to as the "Council") OF THE SECOND PART



## **EFFECTIVE MAY 1, 2016 TO APRIL 30, 2019**

02759 (12)

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#### **DEMOLITION AGREEMENT**

THIS AGREEMENT shall become effective the **1st day of May 2016**.

#### **BETWEEN:**

#### ONTARIO ASSOCIATION OF 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,183, 493, 506, 527, 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 wrecking, abatement and environmental services as defined in Articles 1 and 2 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 – RECOGNITION**

**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 2 of this Agreement, save and except nonworking foremen and persons above the rank of non-working foreman, office and clerical staff, engineering staff, yard employees and watchmen; in the Province of Ontario.

**1.02** 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 2 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 133 of the Ontario Labour Relations Act (c.232 as amended) for work performed within the geographical area and/or jurisdiction of the Local Unions.

**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 *Addresses and Geographic Jurisdictions* hereto and in such cases, the Local Union shall be deemed to represent the Council.

## ARTICLE 2 – SCOPE

**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" in all sectors of the construction industry, including but not limited to wrecking, demolition, dismantling and salvage of any buildings, equipment, thing or article, bridges, houses, fences, hoarding, platforms, loading docks and/or miscellaneous structures of all types, including asbestos, and lead abatement, the erection and removal of scaffolding, canopies, fences, hoarding, outriggers, platforms, chutes, barricades, asbestos decontamination enclosures, barriers and partitions, including all asbestos, lead, mould and any other hazardous substance including biohazards, infectious control, abatement, work tools and associated equipment, in whole or in part, removal and handling of contaminated waste and hazardous waste including soils 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 Unions 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, means 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 3 - MANAGEMENT RIGHTS**

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

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

(b) to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined or disciplinarily demoted without 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 4 - 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 local union dues and/or initiation fees, the Employer will forward the amount deducted to a designated officer of the appropriate Local Union in whose jurisdiction the work is being performed, together with a list of the employees from whom deductions were made, together with their social insurance numbers.

**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 29 hereof.

**4.04** The Employer agrees to remit pension contributions to the Labourers' Pension Fund of Central and Eastern Canada on a form prescribed by the Trustees, or such alternate form which is acceptable to the Trustees.

**4.05** Notwithstanding any other provisions of this Agreement, Appendix or Local Union Schedule, the Employer shall pay the sum of five cents (\$0.05) for each hour worked to the Labourers' International Union of North America, Canadian Tri-Fund and remit same to the Labourers' Pension Fund of Central and Eastern Canada on the fifteenth (15<sup>th</sup>) day of the calendar month following the month in which these hours were worked.

**4.06** Each Employer bound by this Collective Agreement shall contribute twenty cents (\$0.20, industry fund) per hour for each hour earned by each employee covered by this Collective Agreement. Such contribution shall be remitted along with pension contributions to the Labourers Pension Fund of Central and Eastern Canada ("LPF") on behalf on the Ontario Association of Demolition Contractors Inc. by the fifteenth (15<sup>th</sup>) day of the month following the month in which the hours were earned, together with a supporting statement of one standard benefits reporting form showing all applicable deductions and/or contributions. These amounts represent each Employer's contribution to the costs of labour relations, lobbying, negotiating and administrating this Collective Agreement.

i) The Association agrees to hold harmless and indemnity the Local Union, the LPF and the "Council" against any liability incurred under Article 4.06 above.

**4.07** The Employer agrees to cooperate with a local union in the event that the local union establishes an electronic filing system. Employer reserves the right to remain on existing system.

**4.08** The Council and its affiliated Local Unions agree to advise the Association in writing the name of the company, address, phone number and contact person within ten (10) working days when a new Employer becomes bound to this Collective Agreement.

## **ARTICLE 5 - 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 6.01.

**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.

**5.04** 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 and the applicable Local Union a list of employees showing such employees' classifications when requested, to a maximum of two (2) times per year.

## **ARTICLE 6 - HIRING OF EMPLOYEES**

**6.01** Each Employer agrees to call the Local Union office for his needed supply of qualified men within the geographical area defined in Article 1.04.

**6.02** Should the Local Union find it impossible to supply the Employer with such personnel within thirty-six (36) 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. The Employer shall only assign individuals hired pursuant to this provision to perform the work of the classification for which they were hired for the duration of job or thirty (30) days whichever is less.

All employees hired on all projects must produce a work referral slip issued by the Local Union and give it to his employer. If the Local Union is not able to give the member the work referral slip, the Local Union shall then fax the referral slip to the Employer's head office. If the Local Union is not able to give the member the work referral slip, the Local Union shall email each employee's referral slip to the Employer's head office.

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

**6.04** Where an Employer wishes to hire additional labourer(s) the Employer shall contact the Local Union to request the referral of such labourer(s). At the time of placing the request the Employer shall be entitled to name hire the labourer(s) requested subject to the following conditions:

(a) The labourer(s) requested is a member(s) in good standing of the Local Union.

(b) The member is unemployed as a result of voluntary termination and has been registered on the out-of-work list.

(c) The labourer has been employed by the Employer within the past 5 months.

**6.05** For any additional employees, the Employer shall be entitled to name hire one-half (½) of the labourers(s) requested subject to the following conditions:

(a) The labourer(s) requested is a member (s) in good standing of the Local Union.

(b) The member is unemployed as a result of voluntary termination and has been registered on the out-of-work list for two (2) weeks or more.

(c) Where the Employer requests an odd number of labourer(s), the odd numbered labourer(s) may be named by the Employer only with the consent of the Local Union. Such consent will not be unreasonably denied.

For the purposes of clarity and by way of example if the Employer requests one (1) labourer the Employer may name the labourer subject to the consent of the Local Unions as noted above. If the Employer requests three (3) labourers, the first shall be named and referred by the Local Union, the second shall be named by the Employer and the third shall be named by the Employer, again subject to the consent of the Local Union as noted above.

## **ARTICLE 7 - 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 8 - WAGE RATES AND OTHER CONDITIONS**

**8.01** Wages and working conditions, which includes the Asbestos Abatement Remediation/Contaminated Soils and Interior Demolition Appendix, shall be as per Local Union Schedules forming part of this Agreement.

## **ARTICLE 9 - 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 99 of the Ontario Labour Relations Act. In the meantime, work will continue as assigned to the Labourers by the Employer unless otherwise directed by the Ontario Labour Relations Board.

#### **ARTICLE 10 - RECOGNIZED HOLIDAYS AND VACATIONS**

**10.01** (a) All work performed on Saturday after eight (8) hours or on Sundays or on the following recognized holidays or any other new statutory holiday proclaimed by Federal or Provincial Governments shall be paid at double (2x) the employees regular hourly rate of wages:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Boxing Day	Canada Day
Civic Holiday	Family Day

Remembrance Day shall not be a recognized holiday until such time as it is included as a holiday in the Labourers' Provincial ICI Collective Agreement.

(b) The Employer agrees to hold Safety talks (tool box talks) on April 28th (Day of Mourning) of each year at 11:00 A.M. where a moment of silence will be observed to remember those who have been injured, or suffered from occupational disease or whom died on the job. The Union will give notification to the Employer prior to the Day of Mourning.

**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 preceding or following the weekend. If such holiday falls on a Tuesday, Wednesday or Thursday, then the Employer may with the consent of the Local Union reschedule the holiday to a Monday or Friday such change shall be implemented company wide. In such cases employees shall be given one (1) weeks notice of the change. Vacation pay shall include an amount in lieu of payment for holidays.

**10.03** Accrued vacation and holiday pay shall be recorded on pay stubs and shall be paid to each employee covered by this Agreement weekly, except in Local 183 and 527, where it is to be paid as per their Local Union Schedule.

**10.04** 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 recognized holidays listed in *Article 10* of this Collective Agreement and five percent (5%) covers vacation pay. Where a Local Union Appendix indicates the Employer shall pay eight percent (8%) of gross wages earned to cover vacation and holiday pay, four percent (4%) of gross wages earned, covers recognized holidays listed in Article 10 of this Collective Agreement and four percent (4%) covers vacation pay.

**10.05** Each member shall be entitled to book off two (2) weeks holidays, without pay, per year. The timing of the holiday shall be mutually agreed upon. The Employee must provide no less than two (2) weeks' notice prior to taking their holidays and should not be unreasonably denied by the Employer.

#### **ARTICLE 11 - HOURS OF WORK**

**11.01** (a) The regular workweek shall consist of forty-four (44) hours per week or nine (9) hours per day.

(b) Regular Day Shift The regular day shift will be worked between the hours of 6:00 a.m. and 6:00 p.m., Monday to Friday inclusive.

(c) The Employer shall have the right, after providing notice to the Union, to vary the regular working hours to provide for eleven (11) hours per day for four (4) consecutive days per week between Monday and Friday paid at the regular hourly rate. If the employer elects to work a four (4) day week at eleven (11) hours a day, it shall maintain that schedule for the duration of the project.

*SHIFT WORK* For all work in Local 506's jurisdiction performed under this clause, the hours of work shall be ten and a half hours (10.5) hours.

**11.02** (a) All shift work including all work performed between the hours of 4:00 p.m. to 6:00 a.m., Monday to Saturday inclusive, shall be paid at a premium of four dollars (\$4.00) per hour over and above the regular day shift rate for all hours worked.

**(b)** All shift work including all work performed between the hours of 9:00 p.m. to 6:00 a.m., Sunday to Friday inclusive, shall be paid at a premium of four dollars (\$4.00) per hour over and above the regular day shift rate for all hours worked.

(c) All shift work shall consist of nine (9) hours per day, fortyfour (44) hours per week. Work performed in excess of nine (9) hours per day or forty-four (44) hours per week shall be paid at the rate of time and one-half  $(1\frac{1}{2} x)$  the employee's basic hourly rate for the first three (3) hours of overtime work and at double (2x) the employees basic hourly rate thereafter.

(d) Work performed on Saturdays will be paid at one and one-half times  $(1\frac{1}{2} x)$  the employees regular hourly rate for the first eight (8) hours. Any work performed after eight (8) hours, including any work performed on Sunday shall be paid at double time (2x) the employees regular hourly rate. Work performed on Statutory Holidays shall be paid at double (2x) the regular day shift rate. (e) When an employee(s) is required to change shifts, the Employer agrees to notify the employee(s) of such change thirty-six (36) hours in advance.

#### OVERTIME

**11.03** (a) All work performed by employees under this Agreement in excess of the regular workday shall be deemed as overtime work. The rate of wages shall be time and one-half  $(1\frac{1}{2} x)$  the regular day shift rate for the first two (2) hours of overtime work and double time (2x) the regular day shift rate thereafter.

(b) Saturdays shall be paid at time and one half  $(1\frac{1}{2} x)$  for the first eight (8) hours and double time (2x) the employees regular hourly rate for any hours worked thereafter.

(c) Double (2x) the regular day shift rate for all work performed on Sundays and statutory holidays.

(d) In addition to the application of Article 11.03(a), if the employer adopts a four (4) day week at eleven (11) hours, then all hours worked on the fifth and sixth day following the fourth consecutive eleven (11) hour shift shall be paid at time and one-half  $(1\frac{1}{2}x)$  the regular hourly rate for the first eight (8) hours and double time (2x) the regular hourly rate thereafter.

All hours worked on the seventh day following the fourth consecutive eleven (11) hour shift shall be paid at double time (2x) the regular hourly rate.

For all work in Local 506's jurisdiction under this clause, all references to eleven (11) hours shall be amended to ten and half (10  $\frac{1}{2}$ ) hours.

#### **ARTICLE 12 - PAYMENT OF WAGES**

12.01 (a) All wages shall be paid weekly by direct deposit by 6:00 pm, or

by 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, employment insurance, pension, etc., where applicable. In the event that the wages are paid by cheque, pay day shall not be 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 (\$100.00) shall be made by separate cheque.

(b) Any Employee who fails to receive his pay on his regular pay day before the end of the shift shall give notice to their Employer or their representative. If the Employer does not make the payment of wages before 12:00 noon on the following regular work day, the Employer shall pay five (5) hours pay, at the Employees straight time hourly rate, to the Employee for each working day the delinquency continues beginning the first day after the regular pay was due.

(c) In the event that the Employees pay is not received due to insufficient funds, The Employers shall issue a certified cheque or cash within 24 hours.

(d) Due to the nature of most electronic or computerized payroll systems, it is understood that unforeseen technical problems do occur from time to time, which may delay delivery of payroll on the regular scheduled pay day. If this situation arises, the Employer shall give written notice to the Union and its Employees as soon as reasonably practical. Included in this notice will be the anticipated date that the Employer will make corrections to their pay. The penalty provisions contained in Article 12.01 (b) & (c) will be waived in this circumstance once proper notice has been given as noted above. If it occurs more than twice in a calendar year (January 1 to December 31) 12.01 (b) & (c) will apply. **12.02** In the case of lay-off, all employees will be paid for their full shift on the day of the layoff, at the applicable hourly rate, regardless of whether they are sent home early.

**12.03** Whenever employment 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/hers last known address within two (2) working days of the time of termination provided that if the Employer defaults, the employees shall be paid waiting time at straight time rates not to exceed nine (9) hours in any day for each regular working day he is required to wait after giving notice to the Employer giving him four (4) hours to correct such default.

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

**12.05** (a) Payment for travel expenses and out-of-town allowances will be clearly identified on cheques and slips and will be also identified as required for tax returns. A breakdown of all travel expenses paid shall be clearly identified on cheque slips.

**(b)** The Employer shall pay out-of-town travel expenses for the week or day as may be applicable, prior to the employee being required to go out-of-town.

**12.06** (a) Employees are to be paid for job orientation time and costs including specific training and medicals as required by the Owner

(b) The Employer shall pay out-of-town travel expenses in advance of the employee being required to go out-of-town. When required to stay out-of-town for multiple days the Employers advanced payment shall be at least for two days and daily thereafter. Such payment shall be by cheque or cash at the employer option.

**12.07** Show up (Reporting) Pay: Four (4) hours pay, together with applicable travel and mileage allowances, if any, shall be allowed by the Employer when an employee who is covered by this Agreement reports to work at the Employer's shop or job site, but work is not available due to any reason, other than inclement weather. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day.

**12.08** Three (3) hours pay, together with applicable travel and mileage allowances, if any, shall be allowed by the Employer when an employee who is covered by this Agreement reports for work at the Employer's shop or job site, but work is not available due to inclement weather, provided the employee remains on the job for one (1) hour after his designated starting time, whenever requested by the superintendent or foreman. No reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day.

However, if an employee commences work, he will be guaranteed a minimum of four (4) hours pay.

**12.09** Working Foreman – The working Foreman shall be paid not less than one dollar and fifty cents (\$1.50) above the highest rate.

**12.10 ROOM AND BOARD ALLOWANCE** - When employees are required to stay overnight at a remote job location, they shall be provided with clean, adequate, and maintained lodging and shall be paid a meal allowance of fifty five dollars (\$55.00) per day for all Locals. There shall be a maximum of two (2) people per room.

**12.11** The Employer also agrees to provide employees, at no cost to the employee, access to a phone when needed to call their families when staying on a job overnight.

**12.12 TRAVELLING IN A COMPANY VEHICLE -** (Except Local 506, Please refer to their schedule) Employees who are required to drive and/or operate a company vehicle for the purpose of picking up other employees within ZONE II or ZONE III will be paid their regular hourly rate for all time spent traveling.

**12.13** All other employees working within ZONE II will be paid Eleven Dollars (\$11.00) per day for Travel Allowance.

**12.14** All other employees working within ZONE III will be paid Fifteen Dollars (\$15.00) per hour for Travel Allowance to and from the project.

#### **ARTICLE 13 - USE OF PERSONAL VEHICLES**

If the Employer is unable to provide transportation for the employee for projects located within ZONE II or ZONE III and the employee is requested to use his own vehicle by the Employer, the following shall apply:

(a) The employee will be paid the greater of a mileage expense of fifty Cents (\$0.50) per kilometer to and from the project <u>OR</u> eleven dollars (\$11.00) per day Travel Allowance. No repercussions shall be given to an employee not complying with such request. All other employees traveling to projects as passengers within *ZONE II* will be paid eleven dollars (\$11.00) per day for daily Travel Allowance.

(b) The employee will be paid a mileage expense of fifty Cents (\$0.50) per kilometer for the personal use of his/her vehicle, and also will be paid the fifteen dollars (\$15.00) per hour to and from the jobsite for Travel Allowance. All other Employees traveling to projects as a passenger within ZONE III will be paid fifteen dollars (\$15.00) per hour for daily Travel Allowance to and from the projects. No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## ARTICLE 14 - OUT OF TOWN TRAVEL

When employees are required to be out of town for a specific project for an extended period of time, the following shall apply:

(a)The employee(s) shall have transportation paid for or supplied by the Employer, from the destination point, back to the "point of origin" and return, at least once every one (1) week.

(b) They shall have transportation paid for or supplied from the destination point back to the "point of origin" and return, at least once every two (2) weeks if the job location is beyond a four hundred and eighty (480) kilometer radius of the Employer's Head Office and within the province of Ontario. In the case of Local 183 (East), the Employer's Head Office shall be deemed to be Local Jurisdiction City Hall.

(c) Employees shall be allowed to return home once every three (3) weeks when working outside of the province of Ontario.

(d)For travel to and from the out of town project Travel Allowance will be paid as per ZONE III format.

(e) Where employees are required to work out of town overnight, they shall not be paid less than the home-based conditions contained herein. The employees will also be guaranteed nine (9) hours per day Monday through Thursday and eight (8) hours on Friday.

## **ARTICLE 15 - ALL TRAVEL ZONES**

**15.01** If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of fifty Cents (\$0.50) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

**15.02** The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s) up to a maximum of \$ 18.00. Parking shall be located in close proximity to the jobsite.

## **ARTICLE 16 - TRAVEL HOURS & PAY**

**16.01** Under this Agreement, hours paid for Travel Allowance are not to be considered part of employee's daily accumulations of working hours, except in cases where an employee is required to travel from job to job within the same shift.

**16.02** All Travel Allowance and mileage expense shall be paid on a separate cheque.

## ARTICLE 17 - GOVERNMENT LEGISLATION AND CONFLICTS

**17.01** 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 Articles 1 and 2 shall remain in full force and effect.

**17.02** 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 18 - REFRESHMENT AND LUNCH BREAK**

**18.01** An employee will be allowed a refreshment break of fifteen (15) minutes during the hours of work on each half of his designated working shift without loss of pay.

**18.02** Regular day shift employees shall be allowed one-half ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) hour later to eat his lunch.

**18.03** Each employee shall be allowed a further fifteen (15) 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.

**18.04** Employees will be allowed sufficient paid time on each shift to wash up and put away tools and equipment.

## **ARTICLE 19 - PRE-JOB CONFERENCE**

**19.01** Employers shall provide the Ontario Provincial District Council with updated lists of awarded jobs on a weekly basis. The job list provided will specify the client name, project address, type of work (demolition or abatement) and anticipated project start and end date. If requested by the employer, local union with territorial jurisdiction over the job, or Ontario Provincial District Council, a pre-job conference will be held before the start of the job.

**19.02** 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. At the said conference, once the manpower needs are agreed upon, the Employer agrees to notify the Local Union of their needs at least one week before the commencement of the job and the Local Union agrees to provide a list of members to be referred at least two (2) working days before the said job commences.

**19.03** Employer must give notice to the local union of the names of their key man and must supply full names, local union membership number and home local etc. upon written request from the Local Union.

**19.04** In the event that an Employer fails to comply with Article 19.01, then the Employer shall pay to the Union and/or the Association a penalty in the amount of five-hundred dollars (\$500.00). This penalty shall be in addition to any other damages arising from any other violation of the collective agreement. For each subsequent violation of Article 19.01, the penalty shall increase by an additional five-hundred (\$500.00) per violation.

## ARTICLE 20 - MOBILITY OF KEY MEN

**20.01** (a) 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.

**(b)** For LIUNA Local 506 the point of origin shall be Toronto City Hall.

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

20.03 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 19. 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 21 - COMPLAINTS AND GRIEVANCES**

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

21.02 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 endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting, then the grievance may be submitted to a committee consisting of two (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 22.

**21.03** Grievances dealing with alleged violation of payment for hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premium, travelling expenses, room and board allowances, pension and welfare contributions, reporting allowances and dues may be brought forward within one-hundred and twenty (120) days after the circumstances giving rise to the grievance were known by Union Representative.

**21.04** Where discipline is being imposed upon an employee, he/she shall have the right to the presence of a steward or union representative providing that the steward or representative is available.

**21.05** Where an employer has been found by a Board of Arbitration or the OLRB in separate proceedings to have violated or has previously admitted to violating the same provisions of the collective agreement more than once in any twenty-four (24) month period, that employer shall, for the second and each subsequent violation, be subject to a surcharge representing a fifty (50) percent premium on any damages found to be owing to the Union arising from the violations of the collective agreement.

## **ARTICLE 22 - ARBITRATION**

**22.01** No grievance may be submitted to arbitration which has not been properly processed through the grievance procedure as herein provided.

**22.02** 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 (3<sup>rd</sup>) 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.

**22.03** No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.

**22.04** 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.

**22.05** 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.

**22.06** 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 23 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES

**23.01** 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 Article 21.02 of the grievance procedure set out above.

**23.02** 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 21 and to be processed in accordance with the provisions of Article 21.02.

## **ARTICLE 24 - PROTECTIVE CLOTHING**

**24.01 (a)** Each Employer shall provide employees with such sanitary protective clothing and equipment in relation to dangerous, corrosive and toxic materials, including and without limiting the generality of the foregoing, asbestos, winter and wet weather clothing, including rain suits, sanitary rubber boots, as needed.

(b) The Employer agrees to pay each employee a boot allowance of \$10.00 for each calendar month worked.

**24.02** 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.

**24.03** The parties shall establish a Joint Health and Safety Committee to establish rules in connection with safety, sanitation, shelter, protective clothing and equipment.

**24.04** The Employer will supply non-prescription safety glasses and gloves, 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.

**24.05** The Employers shall at their own expense, furnish to any workmanworking as a Torchman, fire retardant protective clothing and Torchman further agrees to provide such coveralls to employees assisting Torchman when required.

## **ARTICLE 25 - UNION REPRESENTATION**

**25.01 (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.

(c) When a discipline meeting occurs, an employee has the right to request the presence of a Steward, and if requested, it is understood that the meeting will not proceed until a Steward or other Union representative is present.

(d) No Employer shall impede, in any way, the Business Representative or Steward from exercising their lawful duties of enforcing or policing this Collective Agreement. If it is found that the Employer has impeded or caused unnecessary delays for the Business Representative to attend the job site or attempted to interfere with the lawful duties of the Business Representative or Steward, these actions will be considered as a violation of this Collective Agreement and will be dealt with under the grievance procedures contained in this Collective Agreement.

**25.02** (a) 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 Employer 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 worker retained by the Employer.

(b) The Union may appoint a project steward in addition to these listed above when a project is expected to last six months and/or entails a crew of more than fifteen workers. The project steward shall be allowed a reasonable amount of time to deal with Union business on the project. The project steward, provided he/she is capable of performing the regular work, shall be the last employee retained by the Employer on the project. Safety Representative In cooperation with the Employer's overall program of accident control and prevention, the Union may appoint one of its members as the Union Safety Representative, however, this appointment shall not interfere with the hiring hall provisions of the applicable local union, nor shall it unreasonably interfere with the employer's work. Such representative shall be allowed the necessary time to perform his duties relating to job safety and, wherever possible, time for these duties shall be scheduled in cooperation with the Employer, and the Employer shall not unreasonably refuse such necessary time. The Safety Representative will be one of the last three (3) workers retained by the Employer provided that he is competent and capable of performing the remaining work on the job. On projects with less than eight (8) union employees, the job steward will also serve as the Union Safety Representative.

**25.03** Where a job is performed within the geographical jurisdiction of a local Union, which is outside the geographical jurisdiction of the Local Union having geographical 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.

**25.04** In addition to the provisions outlined above, the Union shall have the right to appoint an additional one (1) steward and one (1) safety representative employed in the Asbestos Abatement divisions of the Employer.

**25.05** Officers of the Local Union shall be granted a leave of absence without pay when required by the Local Union provided that the Employer receives adequate notice.

## ARTICLE 26 - SAFETY, SANITATION AND SHELTER

**26.01** 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 *Occupational Health & Safety Act.* 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.

**26.02** 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.

**26.03** The Employer shall supply at no cost to the employee a safety helmet of a type approved by the Canadian Standards Association.

**26.04** 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 24.

**26.05** 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.

**26.06** 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.

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

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

**26.09** The Union shall endeavour to dispatch workers who are current in WHMIS and Working at Heights (WAH) certification. In the event that a worker is dispatched that may not be current in WHMIS and WAH training, the Union will cooperate with the Employer to ensure that these Union workers will receive adequate WHMIS and WAH training, provided these training courses are available. The Union and the Employer agree to work in co-operation to facilitate any additional Health & Safety Training or Security Clearance that may be required.

## ARTICLE 27 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT

An employee injured in the performance of his duties 27.01 may resume his regular work if he applies and if work is available, provided he first provides the Employer with a medical certificate from a duly gualified medical practitioner indicating he is fit to resume his regular work. The iob 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 Articles 21 and 22 of the Agreement.

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

## ARTICLE 28 - WELFARE, PENSION & TRI-FUND

**28.01** It is agreed that the established Local Unions' Employee Benefit Trusts shall continue and the Employer shall pay an amount so specified in the Local Union Schedules 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 (15<sup>th</sup>) day of the month following the month for which contributions are made. **28.02** 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.

**28.03** It is agreed that the Employers shall pay into the established Labourers' Pension Fund of Central and Eastern Canada, the amount specified in the Local Union Schedules, 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 (15<sup>th</sup>) 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 or such alternate form which is acceptable to the Trustees. Each monthly report and contribution shall include all obligations arising from hours earned up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

**28.04** Employer Remittances Any Provincial or Federal taxes required to be paid by the Employer on contributions pursuant to this Agreement, are not included in and are in addition to the specified amounts. The Employer agrees to pay such taxes along with the contributions to which they pertain.

**28.05** At no time shall Employer contributions due to the various Funds provided herein, be paid directly to the employee.

**28.06** In the event the Employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with Articles 4 and 28, the Employer shall pay to the Trustees, as liquidated damages and not as penalty, an amount of two percent (2%) of the arrears for each month or part thereof, (which is the equivalent of twenty-four percent (24%) per annum), from the due date for any delinquent contributions fifteen (15) days in arrears, provided the Employer has received five (5) days prior written notice to correct such delinquency and has not done so.

**28.07** With reasonable cause, the Trustees of a Trust Fund or Board of Directors of the Employer Association to which an Employer is obliged to contribute, may appoint a qualified auditor 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 and/or Industry Fund for a period not to exceed twenty-four (24) months, 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 or Board of Directors in this regard.

**28.08** All fees and costs in connection with the Trustee or Board appointed auditors shall be borne by the applicable Trust or Industry Fund. However, the cost of the audit shall be borne by the Employer if the Employer is found to be in deliberate violation of the Collective Agreement. In addition the Trustees or Board may assess a penalty not to exceed \$25,000.00, if the audit discloses any deliberate violation. The party assessing the penalty will be the party entitled to collect it.

**28.09** 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.

**28.10** (i) In the event such audit reveals the Employer has failed to remit contributions in accordance with the provisions of this Agreement (save and except technical and/or clerical, errors), the Employer shall, within ten (10) days of receipt of written notice from the Trustees or Board of Directors, remit all outstanding contributions to the administrators of all Trust or Industry Funds, plus interest at therate of five percent (5%) per month on such delinquent sums.

(ii) If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to make applicable payments required by this Agreement, determines that an Employer has violated Articles 4 and 28, then the Ontario Labour Relations Board or the Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the grieving party in prosecuting the grievance including but not limited to, all arbitration and/or Ontario Labour Relations Board fees, legal fees and costs on a solicitor and client basis, travel, meal and accommodations, costs of all witnesses and business representatives, conduct money, costs incurred in serving a summons, any expenses incurred by the grieving party pursuant to section 133 or otherwise, for the Board of Arbitration and/or Ontario Labour Relations Board.

(iii) In the event that a grievance alleges that an Employer has failed to make the proper payments to any Trust Fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply: A statement signed by a business representative, a trustee, or an administrator of the Trust Fund shall be *prima facie* evidence of the number of hours worked by members of the Union and of a failure to make the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the Employer. **28.11** When an Employer fails to remit all delinquent contributions the Union, on instructions from the Trustees or Board of Directors, shall immediately institute proceedings against the delinquent Employers under Section 133 of the Labour Relations Act of Ontario. All costs not recoverable through the Ontario Labour Relations Board of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.

### **28.12** Prepaid Legal Services

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

**28.13** Within sixty (60) days written notice to the Association, the Union may amend the amount of contributions for pension, GRSP, welfare, training and deductions for union dues. Any such adjustment shall not affect the total wage package cost.

## 28.14 Local 625 Group RRSP

One dollar (\$1.00) per hour worked shall be deducted and remitted to Local 625 for a Group RRSP. Such amounts shall not be taxed on a weekly basis and shall be deducted from the gross pay for the computation of taxes. These monies shall be remitted to Local 625 by the fifteenth (15th) day of the month following the month for which deductions were made.

## **28.15** Local 506 "Registered Education Savings Plan / Scholarship Fund."

The Union may add a deduction for a registered education saving plan or scholarship fund during the term of this agreement on ninety days notice to the Employer Association and the employer shall remit same to Local 506 by the fifteenth of the month following the month for which deductions were made on all hours worked.

#### 28.16 Local 1059 Group RRSP

Two dollars (\$2.00) per hour worked shall be deducted and remitted to Local 1059 for a Group RRSP. Such amounts shall not be taxed on a weekly basis and shall be deducted from the gross pay for the computation of taxes. These monies shall be remitted to Local 1059 by the fifteen (15th) day of the month which deductions were made.

# ARTICLE 29 - LABOURERS' UNION ADMINISTRATION FUND DEDUCTIONS AND CONTRIBUTIONS

**29.01** (a) The employer agrees to deduct from each employee covered by the terms of this Agreement, Local Union working dues at the rate specified in the employees home Local Schedule per hour worked and to remit same to the Secretary Treasurer of the applicable Local Union having jurisdiction where the work is being performed. 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.

(b) The employer agrees to deduct from each employee covered by the terms of this Agreement, Ontario Provincial District Council dues at the rate of forty-cents (\$0.40) per hour worked (which includes Ontario Construction Secretariat Fund) and to remit same directly to the Labourers' Pension Fund of Central and Eastern Canada, along with pension contributions.

(c) The employer shall remit Local Union working dues and Ontario Provincial Council dues by the fifteenth day (15<sup>th</sup>) day of the month following the month in which such deductions were made and shall submit, with such remittances, a list of names and social insurance numbers for and on whose behalf such deductions were made on one standard benefit reporting form, showing all applicable deductions and/or contributions.

**29.02** The amounts of the Ontario Provincial District Council working dues deduction, as well as the recipient of said deductions, may only be altered by the Secretary-Treasurer of the Ontario Provincial District Council on forty-five (45) days notice in writing to the Employer Bargaining Agency. In the event of a conflict between this provision and any other article or section of this Agreement, this provision shall prevail.

**29.03** The Council undertakes to hold harmless and agrees to indemnify the Employer, its successors, administrators and assigns against any liability incured by each or all of them by reasons of having made payments into the Labourers administrative fund.

## **ARTICLE 30 - SUB-CONTRACTING**

**30.01** Each Employer agrees to engage only sub-contractors who are in contractual relations with the Union and/or its affiliated bargaining agents.

## **ARTICLE 31 - CO-OPERATION**

**31.01** If the Employer engages in construction work other than the work described in Article 2 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 32 - LOCAL APPENDIX EXEMPTIONS OR AMENDMENTS

**32.01** With the exception of work falling within the Local Union Schedule of this Collective Agreement on projects where the contractors are primarily non-union, it is agreed that the hourly rate and overtime rate provisions 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. Any such Memorandum of Local Exemption or Amendment shall not be entered into if such Memorandum results in lay-off of any members currently employed.

**32.02** 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.

**32.03** 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 33 - EMPLOYMENT EQUITY**

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

## 33.02 Gender Neutrality

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

## **ARTICLE 34 - APPRENTICESHIP TRAINING**

**34.01** (a) The Employer agrees to participate on a local and provincial apprenticeship committee with equal amount of representation from the employer and the union to develop and implement programs and plans to

training for work covered by this agreement. Such programs and plans of training shall be incorporated in their entirety into and form part of the agreement. The Employer further agrees to contribute into the established Labourers' Training Funds as set out in each Local Union Schedule.

(b) No apprentice shall act in a supervisory capacity.

(c) The parties agree to collaborate on the establishment and recognition of the Hazardous Material Worker designation

### **ARTICLE 35 - DURATION**

**35.01** This Agreement shall become effective on the 1st day of May 2016, and shall continue to remain in effect until the 30th day of April 2019. Either party shall furnish the other with notice of termination, or proposed revision of this Agreement within a period of no more than one hundred and twenty days (120) and not less than thirty days (30) before its expiry.

## SIGNED ON BEHALF OF THE PARTIES THIS 20<sup>th</sup> DAY OF May 2016.

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

(PRINT NAME)

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For: Ontario Association of Demolition Contractors Inc.

Margaret Taylor

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### ADDRESSES AND GEOGRAPHIC JURISDICTIONS

**Ontario Association of Demolition Contractors Inc.** 

P.O. Box 575 Aurora, Ontario L4G 3L6

Contact: Margaret Taylor, Director of Operations Phone: (416) 684-9599 Email: mtaylor@oadc.ca

> Craig Moore, Executive Director Phone: (647) 215-0775 Email: craig.moore@sympatico.ca

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

1315 North Service Road East, 7<sup>th</sup> Floor, Suite 701 Oakville, Ontario L6H 1A7 Phone: (289) 291-3678 Fax: (289) 291-1120

Business Manager:	Jack Oliveira
President:	Joseph Mancinelli,
Vice-President:	Carmen Principato,
Secretary-Treasurer:	Luigi Carrozzi,
Recording Secretary:	Robert Petroni
Executive Board: Jim MacKinn	on and Mike Maitland

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

44 Hughson Street South P Hamilton, Ontario L8N 2A7

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

Regional Manager: Joseph Mancinelli

#### Universal Workers Union, Local 183

560 Dodge Street, P.O. Box 156 Cobourg, Ontario K9A 4K5 Phone: (905) 372-1183 Fax: (905) 372-7488

Business Manager: Jack Oliveira

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.

#### Labourers' International Union of North America, Local 183 Kingston

145 Dalton Avenue, Suite 1 Kingston, Ontario K7K 6C2

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

Business Manager: Jack Oliveira

Ontario Labour Relations Board Area No. 29, the Counties of Lennox, Addington, Frontenac and Leeds. Ontario Labour Relations Board Area No. 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. All of the County of Hastings outside of Ontario Labour Relations Board No. Area 12.

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

584 Clinton Avenue Sudbury, Ontario P3B 2T2 Business Manager: Mike Ryan Phone: (705) 674-2515 Fax: (705) 674-6728

The District of Sudbury, Manitoulin Island, Nipissing, Algonquin Provincial Park, Temiskaming, Parry Sound and part of the District of Cochrane lying south of the 49th Parallel, including an eighty (80) kilometre radius of the Timmins Federal Building, (including the portion lying north of Highway 101 West to the border of the District of Algoma, including the Town of Chapleau), Cockburn and all other islands situated in Georgian Bay of Lake Huron, shall be recognized as being the exclusive territory jurisdiction of Local 493.

#### Labourers' International Union of North America, Local 506

3750 Chesswood Drive	Phone: (416) 638-0506
Toronto, Ontario M3J 2P6	Fax: (416) 638-1334
Business Manager: Carmen Principato	

Ontario Labour Relations Board Area No. 8, being The Municipality of Metropolitan Toronto, The Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and the portion of the Town of Milton within the geographic Township of Esquesing, and the Towns of Ajax and Pickering in The Regional Municipality of Durham, and the County of Simcoe, excluding the Townships of Rama, Mara and Thorah.

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

6 Corvus Court	Phone: (613) 521-6565
Ottawa, Ontario K2E 7Z4	Fax: (613) 521-6580
Business Manager: Luigi Carrozzi	

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

#### Labourers' International Union of North America, Local 607

730 Balmoral Street Thunder Bay, Ontario P7C 5V3 Business Manager: Terry Varga Phone: (807) 622-0607 Fax: (807) 622-0454

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

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

2155 Fasan Drive Oldcastle, Ontario NOR 1L0 Business Manager: Robert Petroni Phone: (519) 737-0373 Fax: (519) 737-0380

The Counties of Essex and Chatham-Kent.

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

44 Hughson Street SouthPhone: (905) 529-1116Hamilton, Ontario L8N 2A7Fax: (905) 529-2723Business Manager: Manuel BastosDirect (205) 227 1027

Niagara Phone: (905) 227-1837

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

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

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

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.

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

56 Firestone Blvd.PhonLondon, Ontario N5W 5L4FaiBusiness Manager: Jim MacKinnon

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

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

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

330 Industrial Road Cambridge, Ontario N3H 4R7 Contact: Manuel Bastos Phone: (519) 653-3333 Fax: (519) 653-8086

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

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

1255 Confederation Street Sarnia, Ontario N7S 4M7 Business Manager: Mike Maitland Phone: (519) 332-1089 Fax: (519) 332-6378

The County of Lambton.

## TRUST FUND CONTRIBUTION INFORMATION

#### 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 9002 Lakeshore West PO Oakville, Ontario L6K 0G1

<u>Tri-Fund:</u> For all Local Unions, make cheque payable to :

#### The Canadian Tri-Fund

And shall be remitted directly to:

P.O. Box 9002 Lakeshore West PO Oakville, Ontario L6K 0G1

Local Union:	Payable to:	Mailto:	Phone/Fax:   Tel: (416) 240-7480   Fax: (416) 240-7488   Tel: (416) 240-7480   Fax: (416) 240-7488   Tel: (416) 240-7488		
Local 183 (Toronto)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave., Ste. 205 Toronto, ON M2M 3G2			
Local 183 (Oshawa)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave., Ste. 205 Toronto, ON M2M 3G2			
Local 183 (Kingston)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave., Ste. 205 Toronto, ON M2M 3G2			
Local 183 Local Fund 1 Local 183 Local Fund 1		c/o Local 183, 1263 Wilson Ave., Ste. 200 Toronto, ON M3M 3G3	Tel: (416) 240-7480 Fax: (416) 240-7488		
Local 183 (Kingston)	Local 183 Training and Rehabilitation Fund				
Local 493 Welfare, Scholarship, Supplementary Pension, Organizing Fund and Training Fund	LIUNA Local 493	584 Clinton Avenue Sudbury, ON P3B 2T2	Tel: (705) 674-2515 Fax:(705) 674-6728		
Local 506	Trustees of Labourers' Union Local 506 (Wreckers Division) Employee Benefit Trust	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	Tel: (416) 635-6000 Fax:(416)635-6464		
Local 527	LIUNA Local 527 Benefit Funds	c/o LIUNA Local 527 6 Corvus Court Ottawa, ON K2E 7Z4	Tel: (613) 521-6565 Fax:(613) 521-6580		

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

Local Union:	Payable to:	Mailto:	Phone/Fax:		
Local 607	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	Tel: (416) 635-6000 Fax:(416) 635-6464		
Local 607 - Training	Construction and Allied Workers Local Union 607 Training and Education Fund	c/o LiUNA Local 607 730 Balmoral Street Thunder Bay, ON P7C 5V3	Tel: (807) 622-0607 Fax:(807)622-0454		
Local 625	Trustees of the L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust	c/o LIUNA Local 625 2155 Fasan Drive Oldcastle, ON NOR 1L0	Tel: (519) 737-0373 Fax:(519) 737-0380		
Local 625 • Training	Labourer's Local 625 Training Fund	c/o LIUNA Local 625 2155 Fasan Drive Oldcastle, ON NOR 1L0	Tel: (519) 737-0373 Fax:(519) 737-0380		
Local 625 GRRSP Organizing	Local 625 GRRSP Fund Organizing Fund				
Local 837	LIUNA Local 837 Welfare Fund	All remittances to:			
Local 837 - Training	Labourers'Local 837 Training Trust	c/o LIUNA Local 837 44 Hughson St. South, Hamilton, ON L8N 2A7	Tel: (905) 529-1116 Fax:(905)529-2723		
Local 837 - Vacation with Pay	Local837 (Hamilton) Vacation Pay Trust Fund				
Local 1036	Labourers' Local 1036 Employee Benefit Trust Fund	c/o Royal Bank of Canada P.O. Box 9285, Station"A" Toronto, ON M5W 3M1	Tel: (416) 932-1100		
Local 1036 - Training	Labourers'Local 1036 Training Fund	c/o Labourers'Pension Fund of C & E Canada P.O. Box 9002 Lakeshore West PO Oakville, ON L6K 0G1	Fax:(416)932-1177		

Local Union:	Payable to:	Mailto:	Phone/Fax:
Local 1059	LIUNA Local 1059 Benefit Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	Tel: (416) 635-6000 Fax:(416)635-6464
Local 1059 - Training	LIUNA Local 1059 Training Trust Fund	c/o LIUNA Local 1059 56 Firestone Blvd. London, ON N5W 5L4	Tel: (519) 455-8083 Fax:(519)455-0712
Local 1059 - GRRSP	Local 1059 GRRSP Fund	Or designated alternative with60 days written notice by Local 1059	
Local 1081	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	Tel: (416) 635-6000 Fax:(416)635-6464
Local 1081 - Training	Labourers'Local 1081 Training Trust Fund	c/o LIUNA Local 1081 330 Industrial Road Cambridge, ON N3H 4R7	Tel: (519) 653-3333 Fax:(519)653-8086
Local 1089	Labourers'Local 1089 (Sarnia) Benefit Trust Fund	All remittances to: c/o LIUNA Local 1089 1255 Confederation Street Sarnia, ON N7S 4M7	Tel: (519) 332-1089 Fax:(519) 332-6378
Local 1089 - GRSP	Labourers'Local 1089 G.R.S.P. Fund		
Local 1089 - Training	The Administrator of Local 1089 Training Fund		
Ontario Association of Demolition Contractors Inc.	Industry Fund	PO Box 575 Aurora, ON L4G 3L6	

## ASBESTOS ABATEMENT REMEDIATION / CONTAMINATED SOILS AND INTERIOR DEMOLITION, HAZMAT APPENDIX

## **ARTICLE 1 - APPLICABILITY**

**1.01** This Appendix shall apply to:

Work consisting of asbestos abatement mould abatement and lead abatement and remediation / contaminated soils when:

(a) such work is a significant component of a demolition project and /or is Type 3 removal; and / or excavation and removal of contaminated soils.

**(b)** such work is priced and/or tendered separately from demolition work.

**1.02** Work consisting of interior demolition when all of the following conditions are met:

(a) such work does not involve structural demolition and results in the removal of interior building and finishing components, up to and including demolition back to base building; and

(b) such work was priced to an owner or tenant of whose employees the Union does not hold bargaining rights or to non-union general contractors.

(c) such work does not result in the lay-off of any current employees.

**1.03** Occupied premises shall be defined as where the Employer cannot work regular hours as defined in *Article 2.01* 

of this Appendix, due to owner / tenant requirements and the regular business hours applicable to such business conflict with *Article 2.01*.

Work within such facilities may be performed under the following conditions:

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

(b) Applicable overtime rates shall be paid after nine (9) hours in any shift and for all work performed on the sixth (6) and seventh (7) days and on Sunday.

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

(d) The Employer agrees to notify the applicable Local Union when intending to implement this clause.

### Note:

It is agreed that this *Article 1.03* shall be placed in this Appendix and only applied to Asbestos Abatement and Interior Demolition.

**1.04** When the Employer is bidding on non-union interior stripping, the rates and conditions in this Schedule will apply.

## **ARTICLE 2 - HOURS OF WORK**

**2.01** The regular hours of work shall be between the hours of 6:00 a.m. and 6:00 p.m., Monday to Friday inclusive.

**2.02** The regular weekly hours of work may be adjusted by mutual consent of the parties.

## **ARTICLE 3 - WORKERS CATEGORIES**

**3.01** Employees who perform work under this Appendix shall be classified under one of the four (4) worker categories:

(a) Asbestos Journeyman:

-minimum of one (1) year experience in asbestos abatement and/or interior demolition and/or contaminated soils; -having training and expertise on all asbestos abatement and/or interior demolition skills; and type three asbestos certification.

(b) Journeyman's Assistant:

-having training and expertise in some, but not all, asbestos abatement and/or interior demolition skills and/or contaminated soils;

(c) Working Foreman:

-the working foreman shall be paid not less than three dollar (\$3.00) above the highest rate

(d) Apprentices

- as per apprentices schedules

**3.02** When employees are laid-off or in any event at least annually, the Union and the employee shall receive a statement from the Employer showing the number of hours worked in asbestos abatement. If the statements are not given to employees at the time of termination, such statements shall be given in accordance with *Article 12.03* of Master Portion. A copy shall also be sent to the Local Union.

**3.03** The ratio of workers shall be at a minimum of three (3) journeymen for every two (2) journeyman's assistant.

**3.04** Mobility of Key Men in this Appendix shall be as per *Article 16* in the Master Demolition Portion. Full mobility will also include journeymen and journeymen assistant classifications, provided the Local Union cannot supply. Apprentices must be hired from the Local Union Area provided they can supply.

### **APPRENTICES**

**3.05** The Asbestos, Mould, Lead Abatement and Remediation / Contaminated Soils Program including any plan and amendments there to agreed to by the Local Apprenticeship Committee shall be presented as a recommendation to the appropriate bargaining agents of this agreement and maybe incorporated in their entirety into and form part of this agreement as if the original party thereto. Ratio of Apprentices (Only applies to members of LIUNA whom initiate after May 1, 2010).

(a) First 1000 hours - 60 % of full wage package.

2. Second 1000 hours -70% of full wage package.

3. Third 1000 hours – 85% of full wage package of the Journeyman's Rate.

\*Note: As a result of the implementation of this apprenticeship program, no current employees shall be negatively impacted.

(b) The Employer agrees to hire one (1) apprentice for every three (3) journeymen. The Union shall be entitled to refer apprentices to the Employer sufficient to maintain a minimum ratio of one (1) apprentice for every three (3) journeymen. The allowable number of apprentices to be determined should be based on total number of journeymen employed by the company, rather than on a job site basis.

## **ARTICLE 4 - SUPPLY OF LABOUR**

**4.01** The applicable Local Union in whose jurisdiction the work is to be performed shall have the option of supplying the Employer with the needed labour. Should the Local Union not be able to supply such labour under the terms and conditions of this Appendix, then the Employer may hire from outside the Local Union. *Article 6* of the Master Portion of this Agreement shall apply except with respect to *Article 4.02* of this Appendix

**4.02** For workers hired from outside the Local Union, the Employer shall:

(a) Deduct and remit payment of Local Union working dues, OPDC dues, Training fund and;

(b) Prior to commencement of work, notify the Local Union of the name of such worker and the project he/she is to be working and;

(c) Such workers are informed that as a condition of employment, that they apply for membership in the Union within sixty (60) days or be terminated from employment.

**4.03** Should the Employer hire any general labourers from outside the Local Union, in accordance with paragraph 4.02 of this Article, at less than the total wage package set out herein, then the Local Union shall have the right to supply up to fifty percent (50%) of the required number of general asbestos labourers at a total wage package which results in an overall average total wage package which is equal to that set out herein.

**4.04** In the case of lay-off and/or overtime, the ratio of employees hired under *Article 4.03* shall be maintained.

## **ARTICLE 5 - RATES OF PAY AND BENEFITS**

**5.01** The Employer agrees to deduct from each employee covered by the terms of this Agreement, working dues at the rate specified in this Appendix per hour worked and remit same in accordance with Article 29.

**5.02** For any asbestos workers who are employed by an Employer who is bound to this Agreement at the date of its ratification, whose total wage package exceeds the amount that

would otherwise apply under this Agreement, then the total wage package applicable under the previous Agreement shall continue to apply.

## ARTICLE 6 – SHOWER

**6.01** The employer shall ensure that the privacy of all employees utilizing a shower enclosure on an asbestos abatement project is maintained at all times. Such steps shall include, but are not limited to, providing a secure, non-transparent space for employees to shower in private (only Abatement).

## **ARTICLE 7 – REFRESHMENT AND LUNCH BREAK**

**7.01** Employees working in type 3 Asbestos Abatement shall have refreshments and lunch breaks requirements as follows:

(a) To work through refreshment breaks and leave work forty-five minutes early without loss of pay.

No employee shall be required to work more than five consecutive hours without a lunch break.

In circumstances where an employee claims that they require a break for medical reasons, or in cases where weather conditions or job conditions warrant breaks as per Article 18.01 through 18.04 of the Master Portion the Employer will use best efforts to accommodate these circumstances.

## LOCAL UNION SCHEDULE FOR 183

## ARTICLE 1 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE

ALL ZONES WILL APPLY TO THE (2) DESIGNATED LOCATIONS RESPECTIVELY

- CITY HALL IN OSHAWA
- HUNTSVILLE TOWN HALL

**ZONE 1** -- From City Hall to a forty (40) km radius

- Zone 1 (free Zone No Mileage or Allowance)
- All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1

**ZONE II** --From edge of 40 km free zone up to 80 kilometres from Local Jurisdiction City Hall

**ZONE III** – Outside of 80 kilometres from Local Jurisdiction City Hall

#### CONDITIONS RE: ZONES II AND III

The Employer agrees to arrange for employees to be picked up at convenient locations when traveling to and from projects.

## **ARTICLE 2 - WAGE SCHEDULES**

#### Demolition Rates and Classifications Local 183

Local	183 – I	abour	er										
Effective Date	Hourly Rate	Vacation Pay- 10%	Welfare	Long Term Care	Retiree Fund	Pension	Training	TriFund	Promo Fund	Total Pkg.	Working Dues	OPDC	Ind. Fund
1-May-15	30.78	3.09	2.75	0.20	0.40	7.22	0.40	0.05	0.05	44.94	3%	0.40	0.20
1-May-16	31.10	3.11	3.00	0.20	0.50	7.47	0.40	0.05	0.05	45.88	3%	0.40	0.20
1-May-17	31.41	3.14	3.25	0.20	0.60	7.72	0.40	0.05	0.05	46.82	3%	0.40	0.20
1-May-18	31.72	3.17	3.50	0.20	0.70	7.97	0.40	0.05	0.05	47.76	3%	0.40	0.20
Local	183 – 1	ruck D	river, C	Qualifi	ed Bur	ner (To	orchma	ın)					
1-May-15	33.07	3.31	2.75	0.20	0.70	7.22	0.40	0.05	0.05	47.45	3%	0.40	0.20
1-May-16	33.44	3.34	3.00	0.20	0.50	7.47	0.40	0.05	0.05	48.45	3%	0.40	0.20
1-May-17	33.80	3.38	3.25	0.20	0.60	7.72	0.40	0.05	0.05	49.45	3%	0.40	0.20
1-May-18	34.16	3.42	3.50	0.20	0.70	7.97	0.40	0.05	0.05	50.45	3%	0.40	0.20
Local	183 – I	Machin	e Ope	rator									
1-May-15	34.74	3.47	2.75	0.20	0.40	7.22	0.40	0.05	0.05	49.28	3%	0.40	0.20
1-May-16	35.13	3.51	3.00	0.20	0.50	7.47	0.40	0.05	0.05	50.31	3%	0.40	0.20
1-May-17	35.52	3.55	3.25	0.20	0.60	7.72	0.40	0.05	0.05	51.34	3%	0.40	0.20
1-May-18	35.91	3.59	3.50	0.20	0.70	7.97	0.40	0.05	0.05	52.37	3%	0.40	0.20

#### Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 183

Local	183 – /	Asbest	os Jour	neym	an								
Effective Date	Hourly Rate	Vacation Pay - 10%	Welfare	Long Term Care	Retiree Fund	Pension	Training	Tri-Fund	Promo Fund	Total Pkg.	Working Dues	OPDC	Ind. Fund
1-May-15	30.78	3.09	2.75	0.20	0.40	7.22	0.40	0.05	0.05	44.94	3%	0.40	0.20
1-May-16	31.10	3.11	3.00	0.20	0.50	7.47	0.40	0.05	0.05	45.88	3%	0.40	0.20
1-May-17	31.41	3.14	3.25	0.20	0.60	7.72	0.40	0.05	0.05	46.82	3%	0.40	0.20
1-May-18	31.72	3.17	3.50	0.20	0.70	7.97	0.40	0.05	0.05	47.76	3%	0.40	0.20
Local	183 – J	ourney	/man's	Assist	ant								
1-May-15	25.40	2.54	2.75	0.20	0.40	7.22	0.40	0.05	0.05	39.01	3%	0.40	0.20
1-May-16	25.60	2.56	3.00	0.20	0.50	7.47	0.40	0.05	0.05	39.83	3%	0.40	0.20
1-May-17	25.80	2.58	3.25	0.20	0.60	7.72	0.40	0.05	0.05	40.65	3%	0.40	0.20
1-May-18	26.00	2.60	3.50	0.20	0.70	7.97	0.40	0.05	0.05	41.47	3%	0.40	0.20
Local	183 – /	Apprer	ntice - F	irst 10	00 Ho	urs							
1-May-15	18.29	1.83	2.75	0.20	0.40	7.22	0.40	0.05	0.05	31.19	3%	0.40	0.20
1-May-16	18.34	1.83	3.00	0.20	0.50	7.47	0.40	0.05	0.05	31.84	3%	0.40	0.20
1-May-17	18.39	1.84	3.25	0.20	0.60	7.72	0.40	0.05	0.05	32.50	3%	0.40	0.20
1-May-18	18.44	1.84	3.50	0.20	0.70	7.97	0.40	0.05	0.05	33.15	3%	0.40	0.20
Local	183 – /	Apprer	ntice - S	Second	l 1000	Hours							
1-May-15	21.40	2.14	2.75	0.20	0.40	7.22	0.40	0.05	0.05	34.61	3%	0.40	0.20
1-May-16	21.52	2.15	3.00	0.20	0.50	7.47	0.40	0.05	0.05	35.34	3%	0.40	0.20
1-May-17	21.64	2.16	3.25	0.20	0.60	7.72	0.40	0.05	0.05	36.07	3%	0.40	0.20
1-May-18	21.76	2.18	3.50	0.20	0.70	7.97	0.40	0.05	0.05	36.81	3%	0.40	0.20
Local	183 – /	Apprer	ntice - T	hird 1	000 Ho	ours							
1-May-15	26.10	2.61	2.75	0.20	0.40	7.22	0.40	0.05	0.05	39.78	3%	0.40	0.20
1-May-16	26.32	2.63	3.00	0.20	0.50	7.47	0.40	0.05	0.05	40.62	3%	0.40	0.20
1-May-17	26.54	2.65	3.25	0.20	0.60	7.72	0.40	0.05	0.05	41.46	3%	0.40	0.20
1-May-18	26.76	2.68	3.50	0.20	0.70	7.97	0.40	0.05	0.05	42.31	3%	0.40	0.20

#### Asbestos Abatement – Mould/Lead Rates and Classifications Local 183 (For projects that contain no type of demolition work)

Local	183 – J	lourne	yman										
Effective Date	Hourly Rate	Vacation Pay- 10%	Welfare	Long Term Care	Retiree Fund	Pension	Training	Tri-Fund	Promo Fund	Total Pkg.	Working Dues	OPDC	Ind. Fund
1-May-15	29.66	2.90	2.75	0.20	0.40	7.22	0.40	0.05	0.05	43.63	3%	0.40	0.20
1-May-16	29.89	2.99	3.00	0.20	0.50	7.47	0.40	0.05	0.05	44.55	3%	0.40	0.20
1-May-17	30.18	3.02	3.25	0.20	0.60	7.72	0.40	0.05	0.05	45.47	3%	0.40	0.20
1-May-18	30.47	3.05	3.50	0.20	0.70	7.97	0.40	0.05	0.05	46.39	3%	0.40	0.20
Local	183 – J	ourne	yman's	Assist	ant								
1-May-15	24.45	2.44	2.75	0.20	0.40	7.22	0.40	0.05	0.05	37.96	3%	0.40	0.20
1-May-16	24.63	2.46	3.00	0.20	0.50	7.47	0.40	0.05	0.05	38.76	3%	0.40	0.20
1-May-17	24.81	2.48	3.25	0.20	0.60	7.72	0.40	0.05	0.05	39.56	3%	0.40	0.20
1-May-18	24.99	2.50	3.50	0.20	0.70	7.97	0.40	0.05	0.05	40.36	3%	0.40	0.20
Local	183 – /	Apprer	ntice - F	irst 10	00 Ho	urs							
1-May-15	17.64	1.76	2.75	0.20	0.40	7.22	0.40	0.05	0.05	30.47	3%	0.40	0.20
1-May-16	17.67	1.77	3.00	0.20	0.50	7.47	0.40	0.05	0.05	31.11	3%	0.40	0.20
1-May-17	17.71	1.77	3.25	0.20	0.60	7.72	0.40	0.05	0.05	31.75	3%	0.40	0.20
1-May-18	17.75	1.78	3.50	0.20	0.70	7.97	0.40	0.05	0.05	32.40	3%	0.40	0.20
Local	183 – /	Apprer	ntice - S	econd	1000	Hours							
1-May-15	20.63	2.06	2.75	0.20	0.40	7.22	0.40	0.05	0.05	33.76	3%	0.40	0.20
1-May-16	20.73	2.07	3.00	0.20	0.50	7.47	0.40	0.05	0.05	34.47	3%	0.40	0.20
1-May-17	20.83	2.08	3.25	0.20	0.60	7.72	0.40	0.05	0.05	35.18	3%	0.40	0.20
1-May-18	20.93	2.09	3.50	0.20	0.70	7.97	0.40	0.05	0.05	35.89	3%	0.40	0.20
Local	183 – <i>I</i>	Apprer	ntice - T	hird 1	000 H c	ours							
1-May-15	25.16	2.52	2.75	0.20	0.40	7.22	0.40	0.05	0.05	38.75	3%	0.40	0.20
1-May-16	25.35	2.54	3.00	0.20	0.50	7.47	0.40	0.05	0.05	39.56	3%	0.40	0.20
1-May-17	25.54	2.55	3.25	0.20	0.60	7.72	0.40	0.05	0.05	40.36	3%	0.40	0.20
1-May-18	25.73	2.57	3.50	0.20	0.70	7.97	0.40	0.05	0.05	41.17	3%	0.40	0.20

**2.01** (a) Vacation and statutory holiday credits shall be paid to employees covered by this Collective Agreement at the rate of ten percent (10%) of the gross wages earned. It is understood and agreed that five percent (5%) is to be considered in lieu of statutory holiday pay.

(b) During the term of any one (1) year, by mutual arrangement between an Employer and employee only two (2) weeks vacation without pay will be taken by an employee, exclusive of statutory holidays. Vacation may be taken at any time during the calendar year at such time as may be most convenient to the Employer, but every effort shall be made to schedule vacation at times suitable to the employee.

(c) Vacation and statutory holiday pay as aforesaid shall be paid into the Local 183 Member Vacation Pay Trust Fund, jointly administered by an equal number of Employer and Union trustees, which Employer trustees shall be appointed by the Greater Toronto Sewer and Watermain Contractors' Association, the Utility Contractors' Association of Ontario and The Heavy Construction Association of Toronto.

(d) One of the said Employer trustees shall be appointed by the Association. Payments into the Fund shall be made monthly and the interest earned by the investment of the monies in such fund shall be firstly applied against the administration costs of the Fund and secondly, against any deficit caused by the delinquency of a contributing Employer and the balance shall be paid to the Association pro-rated on the basis of contributions into the Fund Association's costs of negotiating and administering this Agreement. (e) Payments into the Fund shall be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which payment is due.

(f) The Chairmanship of the Trust Fund shall alternate annually between the Union and The Employer trustees.

(g) Vacation with Pay Trust Fund surplus to be distributed as follows:

- (i) Administration costs;
- (ii) Deficits;
- (iii) A reserve fund shall be established and maintained based on the past history of deficiencies as agreed by the trustees;
- (iv) The surplus, if any, to be distributed equally to the Association and the Union on an annual basis.

## LOCAL UNION SCHEDULE FOR LOCAL 183-KINGSTON

## ARTICLE 1 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE

ZONE 1 - From City Hall to a forty (40) km radius

- Zone 1 (free Zone No Mileage or Allowance)
- All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

**ZONE II** - From edge of 40 km free zone up to 80 kilometres from Local Jurisdiction City Hall

**ZONE III** – Outside of 80 kilometres from Local Jurisdiction City Hall

#### CONDITIONS RE: ZONES II AND III

The Employer agrees to arrange for employees to be picked up at convenient locations when traveling to and from projects.

# **ARTICLE 2 - WAGE SCHEDULES**

### Demolition Rates and Classifications Local 183- Kingston

Labou	rers											
Effective Date	Hourly Rate	Vacatior Pay	Welfare Fund	Group Legal	Pension Fund	Training Fund	Local Fund 1	Tri-Fund	Total Package	Working Dues	OPDC Dues	Ind. Fund
1-May-16	30.49	3.05	2.85	0.05	4.70	0.40	2.00	0.05	43.59	0.91	0.40	0.20
1-May-17	31.09	3.10	2.90	0.05	4.90	0.40	2.00	0.05	44.49	0.93	0.40	0.20
1-May-18	31.63	3.16	3.00	0.05	5.10	0.40	2.00	0.05	45.39	0.95	0.40	0.20
Truck [	Drivers,	Qualifie	d Burne	r (Torch	-Man)							
1-May-16	32.77	3.28	2.85	0.05	4.70	0.40	2.00	0.05	46.10	0.91	0.40	0.20
1-May-17	33.41	3.34	2.90	0.05	4.90	0.40	2.00	0.05	47.05	0.93	0.40	0.20
1-May-18	34.00	3.40	3.00	0.05	5.10	0.40	2.00	0.05	48.00	0.95	0.40	0.20
Machin	e Opera	itors										
1-May-16	34.45	3.44	2.85	0.05	4.70	0.40	2.00	0.05	47.94	0.91	0.40	0.20
1-May-17	35.12	3.51	2.90	0.05	4.90	0.40	2.00	0.05	48.93	0.93	0.40	0.20
1-May-18	35.75	3.57	3.00	0.05	5.10	0.40	2.00	0.05	49.92	0.95	0.40	0.20
Workir	ng Forei	man										
1-May-16		3.55	2.85	0.05	4.70	0.40	2.00	0.05	49.14	0.91	0.40	0.20
1-May-17	36.23	3.62	2.90	0.05	4.90	0.40	2.00	0.05	50.15	0.93	0.40	0.20
1-May-18	36.87	3.68	3.00	0.05	5.10	0.40	2.00	0.05	51.16	0.95	0.40	0.20

#### Demolition Apprentice Rates - Local 183 Kingston

0-1200	hours											
Effective	Hourly	Vacation	Welfare	Group	Pension	Training	Local	Tri-Fund	Total	Working	OPDC	Ind.
Date	Rate	Pay	Fund	Legal	Fund	Fund	Fund 1		Package	Dues	Dues	Fund
1-May-16	19.27	1.93	2.85	0.05	4.70	0.40	2.00	0.05	31.25	0.91	0.40	0.20
1-May-17	19.64	1.95	2.90	0.05	4.90	0.40	2.00	0.05	31.89	0.93	0.40	0.20
1-May-18	19.94	1.99	3.00	0.05	5.10	0.40	2.00	0.05	32.53	0.95	0.40	0.20
1201-2	400 hou	irs										
1-May-16	25.05	2.50	2.85	0.05	4.70	0.40	2.00	0.05	37.60	0.91	0.40	0.20
1-May-17	25.52	2.55	2.90	0.05	4.90	0.40	2.00	0.05	38.37	0.93	0.40	0.20
1-May-18	25.95	2.59	3.00	0.05	5.10	0.40	2.00	0.05	39.14	0.95	0.40	0.20
2401-36	600 hou	rs										
1-May-16	28.41	2.84	2.85	0.05	4.70	0.40	2.00	0.05	41.30	0.91	0.40	0.20
1-May-17	28.95	2.90	2.90	0.05	4.90	0.40	2.00	0.05	42.15	0.93	0.40	0.20
1-May-18	29.45	2.95	3.00	0.05	5.10	0.40	2.00	0.05	43.00	0.95	0.40	0.20

#### Asbestos – Appendix "C"

Journe	yman											
Effective Date	Hourly Rate	Vacatior Pay	Welfare Fund	Group Legal	Pension Fund	Training Fund	Local Fund 1	Tri-Fund	Total Package	Working Dues	OPDC Dues	Ind. Fund
1-May-16	29.40	2.94	2.85	0.05	4.70	0.40	2.00	0.05	42.39	0.91	0.40	0.20
1-May-17	29.96	3.00	2.90	0.05	4.90	0.40	2.00	0.05	43.26	0.93	0.40	0.20
1-May-18	30.48	3.05	3.00	0.05	5.10	0.40	2.00	0.05	44.13	0.95	0.40	0.20
Journey	/man's	Assista	nt									
1-May-16	24.04	2.40	2.85	0.05	4.70	0.40	2.00	0.05	36.49	0.91	0.40	0.20
1-May-17	24.49	2.45	2.90	0.05	4.90	0.40	2.00	0.05	37.24	0.93	0.40	0.20
1-May-18	24.90	2.49	3.00	0.05	5.10	0.40	2.00	0.05	37.99	0.95	0.40	0.20

#### Asbestos Apprentice Rates

0-1200	hours											
Effective Date	Hourly Rate	Vacation Pay	Welfare Fund	Group Legal	Pension Fund	Trainin g Fund	Local Fund 1	Tri- Fund	Total Package	Workin g Dues	OPDC Dues	Ind. Fund
1-May-16	17.58	1.76	2.85	0.05	4.70	0.40	2.00	0.05	29.39	0.91	0.40	0.20
1-May-17	17.90	1.79	2.90	0.05	4.90	0.40	2.00	0.05	29.99	0.93	0.40	0.20
1-May-18	18.17	1.82	3.00	0.05	5.10	0.40	2.00	0.05	30.59	0.95	0.40	0.20
1201-2	400 hou	irs										
1-May-16	21.99	2.20	2.85	0.05	4.70	0.40	2.00	0.05	34.24	0.91	0.40	0.20
1-May-17	22.40	2.24	2.90	0.05	4.90	0.40	2.00	0.05	34.94	0.93	0.40	0.20
1-May-18	22.76	2.28	3.00	0.05	5.10	0.40	2.00	0.05	35.64	0.95	0.40	0.20
2401-36	600 hou	rs										
1-May-16	23.49	2.35	2.85	0.05	4.70	0.40	2.00	0.05	35.89	0.91	0.40	0.20
1-May-17	23.94	2.39	2.90	0.05	4.90	0.40	2.00	0.05	36.63	0.93	0.40	0.20
1-May-18	24.34	2.43	3.00	0.05	5.10	0.40	2.00	0.05	37.37	0.95	0.40	0.20

#### Appendix "C" Asbestos Abatement & Interior Demolition

Journe	yman											
Effective Date	Hourly Rate	Vacation Pay	Welfare Fund	Group Legal	Pension Fund	Trainin g Fund	Local Fund 1	Tri- Fund	Total Package	Workin g Dues	OPDC Dues	Ind. Fund
1-May-16	30.49	3.05	2.85	0.05	4.70	0.40	2.00	0.05	43.59	0.91	0.40	0.20
1-May-17	31.08	3.11	2.90	0.05	4.90	0.40	2.00	0.05	44.49	0.93	0.40	0.20
1-May-18	31.63	3.16	3.00	0.05	5.10	0.40	2.00	0.05	45.39	0.95	0.40	0.20
Journe	yman's	Assista	nt									
1-May-16	24.98	2.50	2.85	0.05	4.70	0.40	2.00	0.05	37.53	0.91	0.40	0.20
1-May-17	25.45	2.55	2.90	0.05	4.90	0.40	2.00	0.05	38.30	0.93	0.40	0.20
1-May-18	25.88	2.59	3.00	0.05	5.10	0.40	2.00	0.05	39.07	0.95	0.40	0.20

# ARTICLE 1 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE

ALL ZONES WILL APPLY TO THE (3) DISTRICT RESPECTIVELY

- DISTRICT OF SUDBURY
- DISTRICT OF NIPISSING / NORTH BAY
- DISTRICT OF TIMMINS
- **ZONE 1** From City Hall to a forty (40) km radius
  - Zone 1 (free Zone No Mileage or Allowance)
  - All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

**ZONE II** - From edge of 40 km free zone up to 80 kilometres from Local Jurisdiction City Hall

**ZONE III** – Outside of 80 kilometres from Local Jurisdiction City Hall

#### CONDITIONS RE: ZONES II AND III

The Employer agrees to arrange for employees to be picked up at convenient locations when traveling to and from projects.

## **ARTICLE 2 - WAGE SCHEDULES**

Local	493 – I	Labour	er										
Effective Date	Hourly Rate	Vacation Pay	Welfare & Scholarship Fund	Pension	Supp Pension	Training Fund	Organizing Fund	Tri-Fund	Total Pkg.	W.D. Ded	Monthly Dues	OPDC Dues	Ind. Fund
LastRate	27.44	2.74	2.25	6.00	3.00	0.90	0.30	0.05	42.68	3%	35.00	0.40	0.20
1-May-16	27.94	2.79	2.25	6.10	3.10	0.95	0.40	0.05	43.58	3%	35.00	0.40	0.20
1-May-17	28.48	2.85	2.25	6.20	3.20	0.95	0.50	0.05	44.48	3%	35.00	0.40	0.20
1-May-18	28.98	2.90	2.25	6.30	3.30	1.00	0.60	0.05	45.38	3%	35.00	0.40	0.20
Local	493 – 1	ruck D	rivers	and Qu	ualified	d Burne	ers (To	rchma	n)				
LastRate	29.72	2.97	2.25	6.00	3.00	0.90	0.30	0.05	45.19	3%	35.00	0.40	0.20
1-May-16	30.26	3.03	2.25	6.10	3.10	0.95	0.40	0.05	46.14	3%	35.00	0.40	0.20
1-May-17	30.85	3.09	2.25	6.20	3.20	0.95	0.50	0.05	47.09	3%	35.00	0.40	0.20
1-May-18	31.40	3.14	2.25	6.30	3.30	1.00	0.60	0.05	48.04	3%	35.00	0.40	0.20
Local	493 <b>-</b> M	Machin	ie Ope	rators									
LastRate	31.32	3.13	2.25	6.00	3.00	0.90	0.30	0.05	46.95	3%	35.00	0.35	0.20
1-May-16	31.90	3.19	2.25	6.10	3.10	0.95	0.40	0.05	47.94	3%	35.00	0.37	0.20
1-May-17	32.53	3.25	2.25	6.20	3.20	0.95	0.50	0.05	48.93	3%	35.00	0.40	0.20
1-May-18	33.11	3.31	2.25	6.30	3.30	1.00	0.60	0.05	49.92	3%	35.00	0.40	0.20

#### Demolition Rates and Classifications Local 493

Vacation Pay: Ten percent (10%) of gross wages.

The Working Foreman will be paid One dollar and fifty cents (\$1.50) above the highest hourly rate.

#### Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 493

Local	493 – /	Asbest	os Joui	neyma	an								
Effective Date	Hourly Rate	Vacation Pay	Welfare & Scholarship Fund	Pension	Supp Pension	Training Fund	Organizing Fund	Tri-Fund	Total Pkg.	W.D. Ded	Monthly Dues	OPDC Dues	Ind. Fund
LastRate	27.44	2.74	2.25	6.00	3.00	0.90	0.30	0.05	42.68	3%	35.00	0.40	0.20
1-May-16	27.94	2.79	2.25	6.10	3.10	0.95	0.40	0.05	43.58	3%	35.00	0.40	0.20
1-May-17	28.48	2.85	2.25	6.20	3.20	0.95	0.50	0.05	44.48	3%	35.00	0.40	0.20
1-May-18	28.98	2.90	2.25	6.30	3.30	1.00	0.60	0.05	45.38	3%	35.00	0.40	0.20
Local	493 <i>– I</i>	Asbest	os Jour	neyma	ın's As	sistant							
LastRate	21.56	2.16	2.25	6.00	3.00	0.90	0.30	0.05	36.22	3%	35.00	0.40	0.20
1-May-16	21.94	2.19	2.25	6.10	3.10	0.95	0.40	0.05	36.98	3%	35.00	0.40	0.20
1-May-17	22.35	2.24	2.25	6.20	3.20	0.95	0.50	0.05	37.74	3%	35.00	0.40	0.20
1-May-18	22.73	2.27	2.25	6.30	3.30	1.00	0.60	0.05	38.50	3%	35.00	0.40	0.20
Local	493 – J	ourney	yman (	Lead/I	Vold A	batem	ent)						
LastRate	26.37	2.64	2.25	6.00	3.00	0.90	0.30	0.05	41.51	3%	35.00	0.40	0.20
1-May-16	26.85	2.68	2.25	6.10	3.10	0.95	0.40	0.05	42.38	3%	35.00	0.40	0.20
1-May-17	27.36	2.74	2.25	6.20	3.20	0.95	0.50	0.05	43.25	3%	35.00	0.40	0.20
1-May-18	27.84	2.78	2.25	6.30	3.30	1.00	0.60	0.05	44.12	3%	35.00	0.40	0.20
Local	493 – J	ourney	/man's	Assist	ant (Le	ad/Mo	old Aba	temer	nt)				
LastRate	20.65	2.06	2.25	6.00	3.00	0.90	0.30	0.05	35.21	3%	35.00	0.40	0.20
1-May-16	21.00	2.10	2.25	6.10	3.10	0.95	0.40	0.05	35.95	3%	35.00	0.40	0.20
1-May-17	21.40	2.14	2.25	6.20	3.20	0.95	0.50	0.05	36.69	3%	35.00	0.40	0.20
1-May-18	21.75	2.18	2.25	6.30	3.30	1.00	0.60	0.05	37.43	3%	35.00	0.40	0.20

# ARTICLE 1 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE

**ZONE 1** – From Toronto City Hall to a twenty-five (25) km radius

- Zone 1 (free Zone No Mileage or Allowance)
- All employees who are required to report to a project within twenty-five (25) km radius from Toronto City Hall shall be considered to work in ZONE 1.

**ZONE II** - From edge of twenty-five (25) km free zone up to fifty (50) km from Toronto City Hall.

**ZONE III** – Outside of 50 km from Toronto City Hall.

#### CONDITIONS RE: ZONES II AND III

The Employer agrees to arrange for employees to be picked up at convenient locations when traveling to and from projects.

#### **ARTICLE 2 - RATIO OF WORKERS**

(Demolition Apprenticeship Program)

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

**2.02** Any apprentices refusing to attend or not attending school when directed by the Local Apprenticeship Committee

shall be sufficient cause for suspension or discharge from employment within the terms of this Agreement.

**2.03** The Employer agrees to hire one (1) apprentice for every four (4) journeymen (where a journeyman is defined as a full time labourer). The Union shall be entitled to refer apprentices to the Employer sufficient to maintain a minimum ratio of one (1) apprentice for every four (4) journeymen. The allowable number of apprentices to be determined should be based on total number of labourers employed by a company, rather than on a job site basis.

# **ARTICLE 3- TRAVELLING IN A COMPANY VEHICLE**

**3.01** Employees who are required to drive and/or operate a company vehicle for the purpose of picking up other employees within ZONE II or ZONE III will be paid their regular hourly rate for all time spent traveling.

**3.02** All other employees working within ZONE II will be paid twelve Dollars (\$12.00) per day for Travel Allowance.

**3.03** All other employees working within ZONE III will be paid sixteen Dollars (\$16.00) per hour for Travel Allowance to and from the project.

# **ARTICLE 4 - WAGE SCHEDULES**

#### Demolition Rates and Classifications Local 506

Local	506 – I	abour	er										
Effective Date	Basic Wage Rate	Vacation Pay	Welfare Dental De Novo	Pension	Training Fund	Tri-Fund	Legal	Total Wage Pkg.	Ind. Fund	OPDC	Schlr Fund	Working Dues Deduc.	Retiree Fund
1-May-15	30.14	3.01	3.00	8.30	0.73	0.05	0.07	45.30	0.20	0.40	0.03	3%	0.00
1-May-16	30.81	3.08	3.00	8.50	0.75	0.05	0.07	46.26	0.20	0.40	0.03	3%	0.05
1-May-17	31.45	3.15	3.00	8.75	0.75	0.05	0.07	47.22	0.20	0.40	0.03	3%	0.15
1-May-18	32.10	3.21	3.00	9.00	0.75	0.05	0.07	48.18	0.20	0.40	0.03	3%	0.25
Local !	506 – T	ruck D	river, O	Qualifie	ed Bur	ner (To	rchma	in)					
1-May-15	32.37	3.24	3.00	8.30	0.73	0.05	0.07	47.76	0.20	0.40	0.03	3%	0.00
1-May-16	33.09	3.31	3.00	8.50	0.75	0.05	0.07	48.77	0.20	0.40	0.03	3%	0.05
1-May-17	33.78	3.38	3.00	8.75	0.75	0.05	0.07	49.78	0.20	0.40	0.03	3%	0.15
1-May-18	34.47	3.45	3.00	9.00	0.75	0.05	0.07	50.79	0.20	0.40	0.03	3%	0.25
Local !	506 – N	Machin	e Ope	rator									
1-May-15	33.99	3.40	3.00	8.30	0.73	0.05	0.07	49.54	0.20	0.40	0.03	3%	0.00
1-May-16	34.75	3.47	3.00	8.50	0.75	0.05	0.07	50.59	0.20	0.40	0.03	3%	0.05
1-May-17	35.47	3.55	3.00	8.75	0.75	0.05	0.07	51.64	0.20	0.40	0.03	3%	0.15
1-May-18	36.20	3.62	3.00	9.00	0.75	0.05	0.07	52.69	0.20	0.40	0.03	3%	0.25
Local	506 – F	orema	an										
1-May-15	35.76	3.58	3.00	8.30	0.73	0.05	0.07	51.49	0.20	0.40	0.03	3%	0.00
1-May-16	36.55	3.66	3.00	8.50	0.75	0.05	0.07	52.58	0.20	0.40	0.03	3%	0.05
1-May-17	37.32	3.73	3.00	8.75	0.75	0.05	0.07	53.67	0.20	0.40	0.03	3%	0.15
1-May-18	38.08	3.81	3.00	9.00	0.75	0.05	0.07	54.76	0.20	0.40	0.03	3%	0.25

	Local	506 - 1	1 <sup>st</sup> Tern	n Appr	entice	ship 80	0 Hrs.	70% of	f Total	Wage I	Packag	e (No l	Pensio	n)
Effective Date	Basic Wage Rate	Vacation Pay	Welfare Dental De Novo	Pension	Training Fund	Tri-Fund	Legal	Total Wage Pkg.	Ind. Fund	OPDC	Schlr Fund	Working Dues Deduc.	Strike Fund	Retiree Fund
1-May-15	25.33	2.53	3.00	0.00	0.73	0.05	0.07	31.71	0.20	0.40	0.03	3%	0.00	0.00
1-May-16	25.92	2.59	3.00	0.00	0.75	0.05	0.07	32.38	0.20	0.40	0.03	3%	0.00	0.05
1-May-17	26.53	2.65	3.00	0.00	0.75	0.05	0.07	33.05	0.20	0.40	0.03	3%	0.00	0.15
1-May-18	27.15	2.71	3.00	0.00	0.75	0.05	0.07	33.73	0.20	0.40	0.03	3%	0.00	0.25
	Local	506 - 2	2 <sup>nd</sup> Terr	n Appr	entice	801 - 1	L600 H	rs. 80%	6 Total	Wage	Packag	ge (Full	Benef	its)
1-May-15	21.90	2.19	3.00	8.30	0.73	0.05	0.07	36.24	0.20	0.40	0.03	3%	0.00	0.00
1-May-16	22.40	2.24	3.00	8.50	0.75	0.05	0.07	37.01	0.20	0.40	0.03	3%	0.00	0.05
1-May-17	22.87	2.29	3.00	8.75	0.75	0.05	0.07	37.78	0.20	0.40	0.03	3%	0.00	0.15
1-May-18	23.34	2.33	3.00	9.00	0.75	0.05	0.07	38.54	0.20	0.40	0.03	3%	0.00	0.25
	Local	506 – 3	3 <sup>rd</sup> Tern	n Appr	entice	1601 -	2400 I	Hrs. 90	% Tota	l Wage	Packa	ge (Fu	ll Bene	fits)
1-May-15	26.02	2.60	3.00	8.30	0.73	0.05	0.07	40.77	0.20	0.40	0.03	3%	0.00	0.00
1-May-16	26.60	2.66	3.00	8.50	0.75	0.05	0.07	41.63	0.20	0.40	0.03	3%	0.00	0.05
1-May-17	27.16	2.72	3.00	8.75	0.75	0.05	0.07	42.50	0.20	0.40	0.03	3%	0.00	0.15
1-May-18	27.72	2.77	3.00	9.00	0.75	0.05	0.07	43.36	0.20	0.40	0.03	3%	0.00	0.25

#### **Demolition Apprenticeship Program**

Vacation Pay: Ten percent (10%) of gross wages, payable quarterly in accordance with Article 10.03.

Note: Welfare includes \$0.02 cent contribution to De Novo Substance Abuse program.

# Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Appendix C

Local !	506 – /	Asbest	os Joui	neym	an								
Effective Date	Basic Wage Rate	Vacation Pay	Welfare Dental Di Novo	Pension	Training Fund	Tri-Fund	Legal	Total Wage Pkg.	Ind. Fund	OPDC	Schlr Fund	Working Dues Deduc.	Retiree Fund
1-May-15	30.14	3.01	3.00	8.30	0.73	0.05	0.07	45.30	0.20	0.40	0.03	3%	0.00
1-May-16	30.81	3.08	3.00	8.50	0.75	0.05	0.07	46.26	0.20	0.40	0.03	3%	0.05
1-May-17	31.45	3.15	3.00	8.75	0.75	0.05	0.07	47.22	0.20	0.40	0.03	3%	0.15
1-May-18	32.10	3.21	3.00	9.00	0.75	0.05	0.07	48.18	0.20	0.40	0.03	3%	0.25
Local !	506 – J	ourney	/man's	Assist	ant								
1-May-15	24.18	2.42	3.00	8.30	0.73	0.05	0.07	38.75	0.20	0.40	0.03	3%	0.00
1-May-16	24.73	2.47	3.00	8.50	0.75	0.05	0.07	39.57	0.20	0.40	0.03	3%	0.05
1-May-17	25.25	2.52	3.00	8.75	0.75	0.05	0.07	40.39	0.20	0.40	0.03	3%	0.15
1-May-18	25.76	2.58	3.00	9.00	0.75	0.05	0.07	41.21	0.20	0.40	0.03	3%	0.25
Local !	506 – I	Forema	an										
1-May-15	33.14	3.31	3.00	8.30	0.73	0.05	0.07	48.60	0.20	0.40	0.03	3%	0.00
1-May-16	33.81	3.38	3.00	8.50	0.75	0.05	0.07	49.56	0.20	0.40	0.03	3%	0.05
1-May-17	34.45	3.45	3.00	8.75	0.75	0.05	0.07	50.52	0.20	0.40	0.03	3%	0.15
1-May-18	35.10	3.51	3.00	9.00	0.75	0.05	0.07	51.48	0.20	0.40	0.03	3%	0.25

Vacation Pay: Ten percent (10%) of gross wages, payable quarterly in accordance with Article 10.03.

Note: Welfare includes \$0.02 cent contribution to De Novo Substance Abuse program.

# Classifications for Interior Asbestos Mold & Lead Abatement Without Demolition

Local !	506 – <i>I</i>	Asbest	os Jou	rneym	an								
Effective Date	Basic Wage Rate	Vacation Pay	Welfare Dental Di Novo	Pension	Training Fund	Tri-Fund	Legal	Total Wage Pkg.	Ind. Fund	OPDC	Schir Fund	Working Dues Deduc.	Retiree Fund
1-May-15	28.97	2.90	3.00	8.30	0.73	0.05	0.07	44.02	0.20	0.40	0.03	3%	0.00
1-May-16	29.62	2.96	3.00	8.50	0.75	0.05	0.07	44.95	0.20	0.40	0.03	3%	0.05
1-May-17	30.24	3.02	3.00	8.75	0.75	0.05	0.07	45.88	0.20	0.40	0.03	3%	0.15
1-May-18	30.85	3.09	3.00	9.00	0.75	0.05	0.07	46.81	0.20	0.40	0.03	3%	0.25
Local !	506 – J	ourney	/man's	s Assist	ant								
1-May-15	23.23	2.32	3.00	8.30	0.73	0.05	0.07	37.70	0.20	0.40	0.03	3%	0.00
1-May-16	23.76	2.37	3.00	8.50	0.75	0.05	0.07	38.50	0.20	0.40	0.03	3%	0.05
1-May-17	24.26	2.42	3.00	8.75	0.75	0.05	0.07	39.30	0.20	0.40	0.03	3%	0.15
1-May-18	24.76	2.47	3.00	9.00	0.75	0.05	0.07	40.10	0.20	0.40	0.03	3%	0.25
Local !	506 – I	orema	an										
1-May-15	31.97	3.20	3.00	8.30	0.73	0.05	0.07	47.32	0.20	0.40	0.03	3%	0.00
1-May-16	32.62	3.26	3.00	8.50	0.75	0.05	0.07	48.25	0.20	0.40	0.03	3%	0.05
1-May-17	33.24	3.32	3.00	8.75	0.75	0.05	0.07	49.18	0.20	0.40	0.03	3%	0.15
1-May-18	33.85	3.39	3.00	9.00	0.75	0.05	0.07	50.11	0.20	0.40	0.03	3%	0.25

#### Asbestos Apprenticeship Program

Local5	06-1 <sup>st</sup>	TermA	pprent	iceship	60%10	000Hrs	.ofTota	alWage	Packag	ge(NoP	ension	)	
Effective Date	Basic Wage Rate	Vacation Pay	Welfare Dental Di Novo	Pension	Training Fund	Tri-Fund	Legal	Total Wage Pkg.	Ind. Fund	OPDC	Schlr Fund	Working Dues Deduc.	Retiree Fund
1-May-15	21.21	2.12	3.00	0.00	0.73	0.05	0.07	27.18	0.20	0.40	0.03	3%	0.00
1-May-16	21.72	2.17	3.00	0.00	0.75	0.05	0.07	27.76	0.20	0.40	0.03	3%	0.05
1-May-17	22.24	2.22	3.00	0.00	0.75	0.05	0.07	28.33	0.20	0.40	0.03	3%	0.15
1-May-18	22.76	2.28	3.00	0.00	0.75	0.05	0.07	28.91	0.20	0.40	0.03	3%	0.25
Local5	06-2"	TermA	ppren	ticeship	o <b>70%</b> 1	001-20	00Hrs.	.ofTota	lWage	Packag	ge(Full l	Benefit	s)
1-May-15	17.78	1.78	3.00	8.30	0.73	0.05	0.07	31.71	0.20	0.40	0.03	3%	0.00
1-May-16	18.19	1.82	3.00	8.50	0.75	0.05	0.07	32.38	0.20	0.40	0.03	3%	0.05
1-May-17	18.57	1.86	3.00	8.75	0.75	0.05	0.07	33.05	0.20	0.40	0.03	3%	0.15
1-May-18	18.96	1.90	3.00	9.00	0.75	0.05	0.07	33.73	0.20	0.40	0.03	3%	0.25
Local5	06-3 <sup>rd</sup>	TermA	pprent	iceship	85%20	001-30	00 Hrs.	ofTota	IWage	Packag	e(Full E	Benefits	s)
1-May-15	23.96	2.40	3.00	8.30	0.73	0.05	0.07	38.51	0.20	0.40	0.03	3%	0.00
1-May-16	24.50	2.45	3.00	8.50	0.75	0.05	0.07	39.32	0.20	0.40	0.03	3%	0.05
1-May-17	25.02	2.50	3.00	8.75	0.75	0.05	0.07	40.14	0.20	0.40	0.03	3%	0.15
1-May-18	25.53	2.55	3.00	9.00	0.75	0.05	0.07	40.95	0.20	0.40	0.03	3%	0.25

# ARTICLE 1 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE

ZONE 1 - From City Hall to a forty (40) km radius

- Zone 1 (free Zone No Mileage or Allowance)
- All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

**ZONE II** - From edge of 40 km free zone up to 80 kilometres from Local Jurisdiction City Hall **ZONE III** - Outside of 80 kilometres from Local Jurisdiction City Hall

#### CONDITIONS RE: ZONES II AND III

The Employer agrees to arrange for employees to be picked up at convenient locations when traveling to and from projects.

#### **ARTICLE 2 – BEREAVEMENT LEAVE**

**2.01** The Employer will grant, upon request, three (3) working days leave of absence with pay at the rate of \$150.00 per day in the event of the death of an employee's father, mother, spouse, child, brother or sister. Such leaves of absence are not automatic and shall only be granted when the circumstances require, for the purpose of attending the funeral and/or making funeral arrangements. This payment will not apply where it is otherwise covered by an employee's existing benefit plan.

# **ARTICLE 3 - WAGE SCHEDULE**

#### Demolition Rates and Classifications Local 527

	Local 52	Local 527 – Labourer Hourdy Bate Varation Pay Welfare Pension Training OPDC Dues Tri-Fund Total Pkg W.D. Ind Fund												
Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Pension	Training Fund	OPDC Dues	Tri-Fund	Total Pkg.	W.D. Ded	Ind. Fund				
Last Rate	30.16	3.016	3.89	6.67	-	0.40	0.05	44.19	-	0.20				
1-May-16	30.92	3.09	3.89	6.77	-	0.40	0.05	45.12	-	0.20				
1-May-17	31.63	3.16	3.94	6.87	-	0.40	0.05	46.05	-	0.20				
1-May-18	32.34	3.23	3.99	6.97	-	0.40	0.05	46.98	-	0.20				
	Local 52	7 – Truck	Drivers, O	Qualified	Burner (	Torchmar	ו)							
Last Rate	31.09	3.109	3.89	6.67	-	0.40	0.05	45.21	-	0.20				
1-May-16	31.86	3.19	3.89	6.77	-	0.40	0.05	46.16	-	0.20				
1-May-17	32.59	3.26	3.94	6.87	-	0.40	0.05	47.11	-	0.20				
1-May-18	33.32	3.33	3.99	6.97	-	0.40	0.05	48.06	-	0.20				
	Local 52	7 – Mach	ine Oper	ators										
Last Rate	32.66	3.266	3.89	6.67	-	0.40	0.05	46.94	-	0.20				
1-May-16	33.47	3.35	3.89	6.77	-	0.40	0.05	47.93	-	0.20				
1-May-17	34.24	3.42	3.94	6.87	-	0.40	0.05	48.92	-	0.20				
1-May-18	35.00	3.50	3.99	6.97	-	0.40	0.05	49.91	-	0.20				
	Local 52	7 – Foren	nan											
Last Rate	33.75	3.375	3.89	6.67	-	0.40	0.05	48.14	-	0.20				
1-May-16	34.58	3.46	3.89	6.77	-	0.40	0.05	49.15	-	0.20				
1-May-17	35.36	3.54	3.94	6.87	-	0.40	0.05	50.16	-	0.20				
1-May-18	36.15	3.61	3.99	6.97	-	0.40	0.05	51.17	-	0.20				

Vacation Pay: Ten percent (10%) of gross wages.

Local 527 working dues are included with Welfare Benefits: Effective May 1, 2016, HST is payable on H & W benefits of \$1.78 (\$0.142 HST), effective May 1, 2017, \$1.83 (\$0.146 HST) and effective May 1, 2018 \$1.85 (\$0.148 HST). The hourly rates shown above have been reduced by the amounts of Local 527 working dues and OPDC working dues.

#### Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 527

Local 52	7 – Asbes	tos Journ	eyman									
Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Pension	Training Fund	OPDC Dues	Tri-Fund	Total Pkg.	Ind. Fund			
Last Rate	30.16	3.016	3.89	6.67	-	0.40	0.05	44.19	0.20			
1-May-16	30.92	3.09	3.89	6.77	-	0.40	0.05	45.12	0.20			
1-May-17	31.63	3.16	3.94	6.87	-	0.40	0.05	46.05	0.20			
1-May-18	32.34	3.23	3.99	6.97	-	0.40	0.05	46.98	0.20			
Local 52	ocal 527 – Journeyman's Assistant											
Last Rate	24.78	2.478	3.89	6.67	-	0.40	0.05	38.27	0.20			
1-May-16	25.42	2.54	3.89	6.77	-	0.40	0.05	39.07	0.20			
1-May-17	26.01	2.60	3.94	6.87	-	0.40	0.05	39.87	0.20			
1-May-18	26.60	2.66	3.99	6.97	-	0.40	0.05	40.67	0.20			
Local 52	7 – Work	ing Forem	nan									
Last Rate	31.25	3.125	3.89	6.67	-	0.40	0.05	45.39	0.20			
1-May-16	32.02	3.20	3.89	6.77	-	0.40	0.05	46.33	0.20			
1-May-17	32.75	3.27	3.94	6.87	-	0.40	0.05	47.28	0.20			
1-May-18	33.47	3.35	3.99	6.97	-	0.40	0.05	48.23	0.20			

Vacation Pay: Ten percent (10%) of gross wages.

Local 527 working dues are included with Welfare Benefits: Effective May 1, 2016, HST is payable on H & W benefits of \$1.78 (\$0.142 HST), effective May 1, 2017, \$1.83 (\$0.146 HST) and effective May 1, 2018 \$1.85 (\$0.148 HST). The hourly rates shown above have been reduced by the amounts of Local 527 working dues and OPDC working dues.

# Asbestos Abatement - Mould/Lead Rates and Classifications Local 527 (for projects that contain no type of demolition work)

Local 52	7 – Asbes	tos Journ	eyman										
Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Pension	Training Fund	OPDC Dues	Tri-Fund	Total Pkg.	Ind. Fund				
Last Rate	29.06	2.906	3.89	6.67	-	0.40	0.05	42.98	0.20				
1-May-16	29.79	2.98	3.89	6.77	-	0.40	0.05	43.88	0.20				
1-May-17	30.47	3.05	3.94	6.87	-	0.40	0.05	44.78	0.20				
1-May-18	31.15	3.12	3.99	6.97		0.40	0.05	45.68	0.20				
Local 52	ocal 527 – Journeyman's Assistant												
Last Rate	23.82	2.382	3.89	6.67	-	0.40	0.05	37.21	0.20				
1-May-16	24.44	2.44	3.89	6.77	-	0.40	0.05	37.99	0.20				
1-May-17	25.01	2.50	3.94	6.87	-	0.40	0.05	38.77	0.20				
1-May-18	25.58	2.56	3.99	6.97	-	0.40	0.05	39.55	0.20				
Local 52	7 – Work	ing Forem	nan										
Last Rate	30.11	3.011	3.89	6.67	-	0.40	0.05	44.13	0.20				
1-May-16	30.86	3.09	3.89	6.77	-	0.40	0.05	45.06	0.20				
1-May-17	31.57	3.16	3.94	6.87	-	0.40	0.05	45.99	0.20				
1-May-18	32.28	3.23	3.99	6.97	-	0.40	0.05	46.92	0.20				

Vacation Pay: Ten percent (10%) of gross wages.

Local 527 working dues are included with Welfare Benefits: Effective May 1, 2016, HST is payable on H & W benefits of \$1.78 (\$0.142 HST), effective May 1, 2017, \$1.83 (\$0.146 HST) and effective May 1, 2018 \$1.85 (\$0.148 HST). The hourly rates shown above have been reduced by the amounts of Local 527 working dues and OPDC working dues.

# ARTICLE 1 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE

**ZONE 1** – From the Employee's Permanent Residence to a forty (40) km radius

- ZONE 1 (free Zone No Mileage or Allowance)
- All employees who are required to report to a project within forty (40) radius from the Employee' permanent residence shall be considered to work in ZONE 1.

**ZONE II** - From edge of 40 km free zone up to 80 kilometres from The Employee's Permanent Residence

The employer agrees to arrange for employees to be picked up at convenient locations when travelling to and from projects located in Zone II.

**ZONE III** – Outside of 80 kilometres from The Employee's Permanent Residence

#### CONDITIONS RE: ZONES II AND III

The Employer agrees to arrange for employees to be picked up at convenient locations when traveling to and from projects.

# **ARTICLE 2 - RATIO OF WORKERS**

(Demolition Apprenticeship Program)

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

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

**2.03** The Employer agrees to hire one (1) apprentice for every four (4) journeymen (where a journeyman is defined as a full-time labourer). The Union shall be entitled to refer apprentices to the Employer sufficient to maintain a minimum ratio of one (1) apprentice for every four (4) journeymen. The allowable number of apprentices to be determined should be based on the total number of labourers employed by a company rather than on a job site basis. All other provisions of this Collective Agreement apply.

# **ARTICLE 3 - APPRENTICESHIP RATES**

## Apprentice Level 1

- 1-600 hours
  - sixty-five percent (65%) of journeyman's rate

### Apprentice Level 2

- 601-1200 hours
  - seventy-five percent (75%) of journeyman's rate

#### Apprentice Level 3

- 1201-1800 hours
  - eighty percent (80%) of journeyman's rate

#### **Apprentice Level 4**

- 1801-2400 hours
  - ninety percent (90%) of journeyman's rate

# **ARTICLE 4 - WAGE SCHEDULES**

#### Demolition Rates and Classifications Local 607

Local 60	ocal 607 – Labourer												
Effective Date	Hourly Rate	Vacation &Holiday Pay	Health& Welfare	Pension	Training Fund	Tri-Fund	Total Package	Working Dues	OPDC Dues	Industry Fund			
Last Rate	28.91	2.89	3.20	7.02	0.55	0.10	42.67	0.87	0.40	0.20			
1-May-16	29.65	2.97	3.20	7.10	0.55	0.10	43.57	0.89	0.40	0.20			
1-May-17	30.47	3.05	3.20	7.10	0.55	0.10	44.47	0.91	0.40	0.20			
1-May-18	31.29	3.13	3.20	7.10	0.55	0.10	45.37	0.94	0.40	0.20			
Local 607 – Truck, Qualified Burner (Torchman)													
Last Rate	31.15	3.12	3.20	7.02	0.55	0.10	45.14	0.87	0.40	0.20			
1-May-16	31.95	3.19	3.20	7.10	0.55	0.10	46.09	0.89	0.40	0.20			
1-May-17	32.81	3.28	3.20	7.10	0.55	0.10	47.04	0.91	0.40	0.20			
1-May-18	33.67	3.37	3.20	7.10	0.55	0.10	47.99	0.94	0.40	0.20			
Local 60	)7 – Mac	hine Op	erator										
Last Rate	32.79	3.28	3.20	7.02	0.55	0.10	46.94	0.87	0.40	0.20			
1-May-16	33.62	3.36	3.20	7.10	0.55	0.10	47.93	0.89	0.40	0.20			
1-May-17	34.52	3.45	3.20	7.10	0.55	0.10	48.92	0.91	0.40	0.20			
1-May-18	35.42	3.54	3.20	7.10	0.55	0.10	49.91	0.94	0.40	0.20			

Vacation Pay: Ten percent (10%) of gross wages.

The working Foreman will be paid one dollar and fifty cents (\$1.50) the highest hourly rate.

Five Cents (\$0.05) of the ten cents (\$0.10) Tri-Fund are to be directed to the Local 607 Tri-Fund.

#### Asbestos Abatement, Remediation/Contaminated Soil and Interior Demolition Rates and Classification Local 607

Local 60	)7 – Asb	estos Jou	irneyma	n									
Effective Date	Hourly Rate	Vacation &Holiday Pay	Health& Welfare	Pension	Training Fund	Tri-Fund	Total Package	Working Dues	OPDC Dues	Industry Fund			
Last Rate	30.28	3.03	3.20	7.02	0.55	0.10	44.18	0.87	0.40	0.20			
1-May-16	31.05	3.11	3.20	7.10	0.55	0.10	45.11	0.89	0.40	0.20			
1-May-17	31.90	3.19	3.20	7.10	0.55	0.10	46.04	0.91	0.40	0.20			
1-May-18	32.75	3.27	3.20	7.10	0.55	0.10	46.97	0.94	0.40	0.20			
Local 60	ocal 607 – Journeyman's Assistant												
Last Rate	24.89	2.49	3.20	7.02	0.55	0.10	38.25	0.87	0.40	0.20			
1-May-16	25.55	2.55	3.20	7.10	0.55	0.10	39.05	0.87	0.40	0.20			
1-May-17	26.27	2.63	3.20	7.10	0.55	0.10	39.85	0.91	0.40	0.20			
1-May-18	27.00	2.70	3.20	7.10	0.55	0.10	40.65	0.94	0.40	0.20			
Local 60	)7 – Wor	king For	eman										
Last Rate	31.35	3.14	3.20	7.02	0.55	0.10	45.36	0.87	0.40	0.20			
1-May-16	32.15	3.21	3.20	7.10	0.55	0.10	46.31	0.89	0.40	0.20			
1-May-17	33.01	3.30	3.20	7.10	0.55	0.10	47.26	0.91	0.40	0.20			
1-May-18	33.87	3.39	3.20	7.10	0.55	0.10	48.21	0.94	0.40	0.20			

Five Cents (\$0.05) of the ten cents (\$0.10) Tri-Fund are to be directed to the Local 607 Tri-Fund.

#### Asbestos Abatement – Mould/Lead Rates and Classifications Local 607 (For projects that contain no type of demolition work)

Local 60	)7 – Asb	estos Jou	irneyma	in									
Effective Date	Hourly Rate	Vacation &Holiday Pay	Health& Welfare	Pension	Training Fund	Tri-Fund	Total Package	Working Dues	OPDC Dues	Industry Fund			
Last Rate	29.19	2.92	3.20	7.02	0.55	0.10	42.98	0.87	0.40	0.20			
1-May-16	29.94	2.99	3.20	7.10	0.55	0.10	43.88	0.89	0.40	0.20			
1-May-17	30.75	3.08	3.20	7.10	0.55	0.10	44.78	0.91	0.40	0.20			
1-May-18	31.57	3.16	3.20	7.10	0.55	0.10	45.68	0.94	0.40	0.20			
Local 60	ocal 607 – Journeyman's Assistant												
Last Rate	23.94	2.39	3.20	7.02	0.55	0.10	37.20	0.87	0.40	0.20			
1-May-16	24.57	2.46	3.20	7.10	0.55	0.10	37.98	0.89	0.40	0.20			
1-May-17	25.28	2.53	3.20	7.10	0.55	0.10	38.76	0.91	0.40	0.20			
1-May-18	25.99	2.60	3.20	7.10	0.55	0.10	39.54	0.94	0.40	0.20			
Local 60	)7 – Wor	king For	eman										
Last Rate	30.24	3.02	3.20	7.02	0.55	0.10	44.13	0.87	0.40	0.20			
1-May-16	31.01	3.10	3.20	7.10	0.55	0.10	45.06	0.89	0.40	0.20			
1-May-17	31.85	3.19	3.20	7.10	0.55	0.10	45.99	0.91	0.40	0.20			
1-May-18	32.70	3.27	3.20	7.10	0.55	0.10	46.92	0.94	0.40	0.20			

Vacation Pay: Ten percent (10%) of gross wages.

Five Cents (\$0.05) of the ten cents (\$0.10) Tri-Fund are to be directed to the Local 607 Tri-Fund.

# ARTICLE 1- TRAVEL ALLOWANCE AND MILEAGE EXPENSE

ZONE 1 - From City Hall to a forty (40) km radius

- Zone 1 (free Zone No Mileage or Allowance)
- All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

**ZONE II** - From edge of 40 km free zone up to 80 kilometres from Local Jurisdiction City Hall

**ZONE III** – Outside of 80 kilometres from Local Jurisdiction City Hall

CONDITIONS RE: ZONES II AND III

The Employer agrees to arrange for employees to be picked up at convenient locations when traveling to and from projects.

# **ARTICLE 2 - WAGE SCHEDULE**

Local	Local 625 – Labourer													
Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Legal Fund	Pension	Funds	Tri-Fund	Total Pkg.	Org. Fund 1%	OPDC WD	Ind. Fund			
1-May-16	32.54	2.60	2.65	0.05	6.62	1.65	0.05	46.16	0.45	0.40	0.20			
1-May-17	32.91	2.63	2.65	0.05	6.62	2.20	0.05	47.11	-	0.40	0.20			
1-May-18														
Local	Local 625 – Truck Driver, Qualified Burner (Torchman)													
1-May-16	34.68	2.77	2.65	0.05	6.62	1.70	0.05	48.52	0.47	0.40	0.20			
1-May-17	35.10	2.80	2.65	0.05	6.62	2.25	0.05	49.52	-	0.40	0.20			
1-May-18	35.56	2.84	2.65	0.05	7.12	2.25	0.05	50.52	-	0.40	0.20			
Local	625 – N	Machin	e Ope	rator										
1-May-16	36.32	2.90	2.65	0.05	6.62	1.74	0.05	50.33	0.49	0.40	0.20			
1-May-17	36.77	2.94	2.65	0.05	6.62	2.29	0.05	51.37	-	0.40	0.20			
1-May-18	37.27	2.98	2.65	0.05	7.12	2.29	0.05	52.41	-	0.40	0.20			

#### Demolition Rates and Classifications Local 625

Vacation Pay: Eight percent (8%) of gross wages.

Group RRSP: See Master Portion - Article 28.14.

The Working Foreman will be paid one dollar & fifty cents (\$1.50) above the highest hourly rate.

#### Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 625

Local	625 – J	ourne	yman l	nterio	r Demo	olition									
Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Legal Fund	Pension	Funds	Tri-Fund	Total Pkg.	Org. Fund 1%	OPDC WD	Ind. Fund				
1-May-16	· · · · · · · · · · · · · · · · · · ·														
1-May-17	32.91	2.63	2.65	0.05	6.62	2.20	0.05	47.11	-	0.40	0.20				
1-May-18	33.33	2.66	2.65	0.05	7.12	2.20	0.05	48.06	-	0.40	0.20				
Local	625 – J	ourney	yman's	Assist	ant										
1-May-16	27.05	2.16	2.65	0.05	6.62	1.52	0.05	40.10	0.39	0.40	0.20				
1-May-17	27.43	2.19	2.65	0.05	6.62	1.93	0.05	40.92	-	0.40	0.20				
1-May-18	27.72	2.22	2.65	0.05	7.12	1.93	0.05	41.74	-	0.40	0.20				

#### Asbestos Abatement, Mould-Lead Rates and Classifications Local 625 (For projects that contain no type of demolition work)

Local	Local 625 – Journeyman													
1-May-16	31.37	2.51	2.65	0.05	6.62	1.62	0.05	44.87	0.44	0.40	0.20			
1-May-17	31.71	2.54	2.65	0.05	6.62	2.17	0.05	45.79	-	0.40	0.20			
1-May-18	32.10	2.57	2.65	0.05	7.12	2.17	0.05	46.71	-	0.40	0.20			
Local	625 – J	ourney	/man's	Assist	ant									
1-May-16	26.05	2.08	2.65	0.05	6.62	1.50	0.05	39.00	0.38	0.40	0.20			
1-May-17	26.42	2.11	2.65	0.05	6.62	1.90	0.05	39.80	-	0.40	0.20			
1-May-18	26.70	2.13	2.65	0.05	7.12	1.90	0.05	40.60	-	0.40	0.20			

# ARTICLE 1 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE

ZONE 1 – From City Hall to a forty (40) km radius

- ZONE 1 (free Zone No Mileage or Allowance)
- All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

**ZONE II** - From edge of 40 km free zone up to 80 kilometres from Local Jurisdiction City Hall

**ZONE III** – Outside of 80 kilometres from Local Jurisdiction City Hall

#### CONDITIONS RE: ZONES II AND III

The Employer agrees to arrange for employees to be picked up at convenient locations when traveling to and from projects.

# **ARTICLE 2 - RATIO OF WORKERS**

(Demolition Apprenticeship Program)

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

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

**2.03** The Employer agrees to hire one (1) apprentice for every three (3) journeymen (where a journeyman is defined as a full time labourer). The Union shall be entitled to refer apprentices to the Employer sufficient to maintain a minimum ratio of one (1) apprentice for every three (3) journeymen. The allowable number of apprentices to be determined should be based on total number of labourers employed by a company, rather than on a job site basis.

## **ARTICLE 3 - WAGE SCHEDULE**

Demolition Rates and Classifications Local 837

Labou	Labourers Effective Hourly Vacation/Welfare Legal Schol. Trainin Pension Occ Tri- Total Admin Ind. OPDC												
Effective Date	Hourly Rate	Vacatior Pay	Welfare Fund	Legal Fund	Schol. Fund	Trainin g Fund	Pension	Occ Health	Tri- Fund	Total Package	Admin Fund	Ind. Fund	OPDC W.D.
1-May-16	30.62	3.06	2.55	0.20	0.15	0.40	9.15	0.07	0.05	46.25	3%	0.20	0.40
1-May-17	31.35	3.13	2.55	0.20	0.15	0.40	9.30	0.07	0.05	47.20	3%	0.20	0.40
1-May-18	32.07	3.21	2.55	0.20	0.15	0.40	9.45	0.07	0.05	48.15	3%	0.20	0.40
Truck D	)rivers a	and Qua	lified Bu	rner (To	orchmar	ו)							
1-May-16	32.90	3.29	2.55	0.20	0.15	0.40	9.15	0.07	0.05	48.76	3%	0.20	0.40
1-May-17	33.67	3.37	2.55	0.20	0.15	0.40	9.30	0.07	0.05	49.76	3%	0.20	0.40
1-May-18	34.44	3.44	2.55	0.20	0.15	0.40	9.45	0.07	0.05	50.75	3%	0.20	0.40
Machin	e Opera	itor											
1-May-16	34.55	3.45	2.55	0.20	0.15	0.40	9.15	0.07	0.05	50.57	3%	0.20	0.40
1-May-17	35.35	3.54	2.55	0.20	0.15	0.40	9.30	0.07	0.05	51.61	3%	0.20	0.40
1-May-18	36.16	3.62	2.55	0.20	0.15	0.40	9.45	0.07	0.05	52.65	3%	0.20	0.40
Forema	an												
1-May-16	36.35	3.64	2.55	0.20	0.15	0.40	9.15	0.07	0.05	52.56	3%	0.20	0.40
1-May-17	37.20	3.72	2.55	0.20	0.15	0.40	9.30	0.07	0.05	53.64	3%	0.20	0.40
1-May-18	38.05	3.80	2.55	0.20	0.15	0.40	9.45	0.07	0.05	54.72	3%	0.20	0.40

Vacation Pay: Ten percent (10%) of gross wages shall be remitted to the Local 837 Vacation Pay Trust Fund.

Industrial Fund: The Employer shall contribute twenty cents 20¢ per hour for each hour earned per employee to the Industry Fund.

#### Demolition Apprenticeship Program Wage Rates

Local	837 – F	irst 90	0 Hour	s - 70%	of Ful	l Wage	Packa	ge						
Effective Date	Hourly Rate	Vacation Pay	Welfare Fund	Legal Fund	Schol. Fund	Trainin g Fund	Pension	Occ Health	Tri- Fund	Total Package	Admin Fund	Ind. Fund	OPDC W.D.	
1-May-16	26.32	2.63	2.55	0.20	0.15	0.40	-	0.07	0.05	32.37	3%	0.20	0.40	
1-May-17	26.92	2.69	2.55	0.20	0.15	0.40	-	0.07	0.05	33.03	3%	0.20	0.40	
1-May-18	27.53	2.75	2.55	0.20	0.15	0.40	-	0.07	0.05	33.70	3%	0.20	0.40	
Local	Local 837 – Second 900 Hours - 80% of Full Wage Package													
1-May-16	22.22	2.22	2.55	0.20	0.15	0.40	9.15	0.07	0.05	37.01	3%	0.20	0.40	
1-May-17	22.77	2.28	2.55	0.20	0.15	0.40	9.30	0.07	0.05	37.77	3%	0.20	0.40	
1-May-18	23.33	2.33	2.55	0.20	0.15	0.40	9.45	0.07	0.05	38.53	3%	0.20	0.40	
Local	837 – F	inal 90	0 Houi	rs - 90%	6 of Fu	ll Wage	e Packa	ge						
1-May-16	26.42	2.64	2.55	0.20	0.15	0.40	9.15	0.07	0.05	41.63	3%	0.20	0.40	
1-May-17	27.05	2.71	2.55	0.20	0.15	0.40	9.30	0.07	0.05	42.48	3%	0.20	0.40	
1-May-18	27.70	2.77	2.55	0.20	0.15	0.40	9.45	0.07	0.05	43.34	3%	0.20	0.40	

#### Asbestos Abatement – Mold, Lead

Local 8	Local 837 – Asbestos Journeyman												
Effective Date	Hourly Rate	Vacation Pay	Welfare Fund	Legal Fund	Schol. Fund	Trainin g Fund	Pension	Occ Health	Tri- Fund	Total Package	Admin Fund	Ind. Fund	OPDC W.D.
1-May-16	29.42	2.94	2.55	0.20	0.15	0.40	9.15	0.07	0.05	44.93	3%	0.20	0.40
1-May-17	30.13	3.01	2.55	0.20	0.15	0.40	9.30	0.07	0.05	45.86	3%	0.20	0.40
1-May-18	30.83	3.08	2.55	0.20	0.15	0.40	9.45	0.07	0.05	46.78	3%	0.20	0.40
Local 837 – Journeyman's Assistant													
1-May-16	23.56	2.36	2.55	0.20	0.15	0.40	9.15	0.07	0.05	38.49	3%	0.20	0.40
1-May-17	24.14	2.42	2.55	0.20	0.15	0.40	9.30	0.07	0.05	39.28	3%	0.20	0.40
1-May-18	24.74	2.47	2.55	0.20	0.15	0.40	9.45	0.07	0.05	40.08	3%	0.20	0.40
Local 8	837 – 6	ienera	l Labou	r: Asb	estos								
1-May-16	19.19	1.92	2.55	0.20	0.15	0.40	9.15	0.07	0.05	33.68	3%	0.20	0.40
1-May-17	19.69	1.97	2.55	0.20	0.15	0.40	9.30	0.07	0.05	34.38	3%	0.20	0.40
1-May-18	20.18	2.02	2.55	0.20	0.15	0.40	9.45	0.07	0.05	35.07	3%	0.20	0.40

Industrial Fund: The Employer shall contribute twenty cents 20¢ per hour for each hour earned per employee to the Industry Fund and remit in accordance with Article 4.06.

Vacation Pay: Ten percent (10%) of gross wage to be remitted to the Local 837 Vacation Pay Trust Fund.

#### **Asbestos Abatement and Interior Demolition**

Local 837 – Asbestos Journeyman													
Effective	Hourly	Vacation	Welfare	Legal	Schol.	Trainin	Pension	Occ	Tri-	Total	Admin	Ind.	OPDC
Date	Rate	Pay	Fund	Fund	Fund	g Fund		Health	Fund	Package	Fund	Fund	W.D.
1-May-16	30.62	3.06	2.55	0.20	0.15	0.40	9.15	0.07	0.05	46.25	3%	0.20	0.40
1-May-17	31.35	3.13	2.55	0.20	0.15	0.40	9.30	0.07	0.05	47.20	3%	0.20	0.40
1-May-18	32.07	3.21	2.55	0.20	0.15	0.40	9.45	0.07	0.05	48.15	3%	0.20	0.40
Local	337 – I	ournev	man's	Assista	nt								
1-May-16	24.54	2.45	2.55	0.20	0.15	0.40	9.15	0.07	0.05	39.56	3%	0.20	0.40
1-May-17	25.15	2.51	2.55	0.20	0.15	0.40	9.30	0.07	0.05	40.38	3%	0.20	0.40
1-Mav-18	25.74	2.58	2.55	0.20	0.15	0.40	9.45	0.07	0.05	41.19	3%	0.20	0.40
Local	337 - 6	ieneral	Labou	r• Ashe	estos								
1-May-16	20.08	2.01	2.55	0.20	0.15	0.40	9.15	0.07	0.05	34.66	3%	0.20	0.40
1-May-17	20.60	2.06	2.55	0.20	0.15	0.40	9.30	0.07	0.05	35.38	3%	0.20	0.40
1-May-18	21.11	2.11	2.55	0.20	0.15	0.40	9.45	0.07	0.05	36.09	3%	0.20	0.40

Industrial Fund: The Employer shall contribute twenty cents 20¢ per hour for each hour earned per employee to the Industry Fund and remit in accordance with Article 4.06.

Vacation Pay: Ten percent (10%) of gross wage to be remitted to the Local 837 Vacation Pay Trust Fund.

# ARTICLE 1 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE

ZONE 1 - From City Hall to a forty (40) km radius

- ZONE 1 (free Zone No Mileage or Allowance)
- All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

**ZONE II** - From edge of 40 km free zone up to 80 kilometres from Local Jurisdiction City Hall

**ZONE III** – Outside of 80 kilometres from Local Jurisdiction City Hall

#### CONDITIONS RE: ZONES II AND III

The Employer agrees to arrange for employees to be picked up at convenient locations when traveling to and from projects.

# **ARTICLE 2 - EXEMPTIONS OR AMENDMENTS**

2.01 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 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 as outlined in the following schedule:

Local 10	)36 – Lal	oourer								
Effective Date	Hourly Rate	Vacation Pay	Health& Welfare	Pension	Training Fund	Tri-Fund	Total Package	WD DED	OPDC Dues	IND Fund
1-May-15	31.60	3.16	2.70	7.50	0.25	0.05	45.26	1.30	0.40	0.20
1-May-16	31.87	3.19	2.80	8.00	0.30	0.05	46.21	1.30	0.40	0.20
1-May-17	32.33	3.23	3.00	8.25	0.30	0.05	47.16	1.30	0.40	0.20
1-May-18	32.88	3.28	3.10	8.50	0.30	0.05	48.11	1.30	0.40	0.20

# **ARTICLE 3 - WAGE SCHEDULES**

Local 10	)36 – Lal	oourer								
Effective Date	Hourly Rate	Vacation Pay	Health& Welfare	Pension	Training Fund	Tri-Fund	Total Package	WD DED	OPDC Dues	IND Fund
1-May-15	28.26	2.83	2.70	8.60	0.25	0.05	42.69	1.30	0.40	0.20
1-May-16	28.76	2.88	3.00	8.60	0.30	0.05	43.59	1.30	0.40	0.20
1-May-17	29.22	2.92	3.00	8.90	0.40	0.05	44.49	1.30	0.40	0.20
1-May-18	29.85	2.99	3.00	9.10	0.40	0.05	45.39	1.30	0.40	0.20
Local 10	36 – Tru	ick Drive	r, Qualifi	ed Burn	er (Torcł	nman)				
1-May-15	30.83	3.08	2.70	8.30	0.25	0.05	45.21	1.30	0.40	0.20
1-May-16	31.10	3.11	3.00	8.60	0.30	0.05	46.16	1.30	0.40	0.20
1-May-17	31.60	3.16	3.00	8.90	0.40	0.05	47.11	1.30	0.40	0.20
1-May-18	32.28	3.23	3.00	9.10	0.40	0.05	48.06	1.30	0.40	0.20
Local 10	36 – Ma	chine O	perator							
1-May-15	32.45	3.24	2.70	8.30	0.25	0.05	46.99	1.30	0.35	0.20
1-May-16	32.76	3.27	3.00	8.60	0.30	0.05	47.98	1.30	0.37	0.20
1-May-17	33.29	3.33	3.00	8.90	0.40	0.05	48.97	1.30	0.40	0.20
1-May-18	34.01	3.40	3.00	9.10	0.40	0.05	49.96	1.30	0.40	0.20

#### Demolition Rates and Classifications Local 1036

Vacation Pay: Ten percent (10%) of gross wages.

The Working Foreman will be paid One dollar and fifty cents (\$1.50) above the highest hourly rate.

# Asbestos Abatement, Remediation/Contaminated Soils & Interior Demolition Rates & Classifications

Local 10	)36 – Asl	bestos Jo	ourneym	an						
Effective Date	Hourly Rate	Vacation Pay	Health& Welfare	Pension	Training Fund	Tri-Fund	Total Package	WD DED	OPDC Dues	IND Fund
1-May-15	30.63	3.06	2.70	7.50	0.25	0.05	44.19	1.30	0.40	0.20
1-May-16	30.93	3.09	3.00	7.75	0.30	0.05	45.12	1.30	0.40	0.20
1-May-17	31.46	3.14	3.00	8.00	0.40	0.05	46.05	1.30	0.40	0.20
1-May-18	31.85	3.18	3.00	8.50	0.40	0.05	46.98	1.30	0.40	0.20
Local 10	)36 – Jou	irneyma	n's Assis	tant						
1-May-15	26.05	2.61	2.70	7.50	0.25	0.05	39.16	1.30	0.40	0.20
1-May-16	26.26	2.63	3.00	7.75	0.30	0.05	39.99	1.30	0.40	0.20
1-May-17	26.70	2.67	3.00	8.00	0.40	0.05	40.82	1.30	0.40	0.20
1-May-18	27.00	2.70	3.00	8.50	0.40	0.05	41.65	1.30	0.40	0.20

#### Asbestos Abatement – Mould/Lead Rates & Classifications (For Projects that Contain No Type of Demolition Work)

Local 10	)36 – Jou	irneyma	n							
Effective Date	Hourly Rate	Vacation Pay	Health& Welfare	Pension	Training Fund	Tri-Fund	Total Package	WD DED	OPDC Dues	IND Fund
1-May-15	29.71	2.97	2.70	7.30	0.25	0.05	42.98	1.30	0.40	0.20
1-May-16	29.98	3.00	3.00	7.55	0.30	0.05	43.88	1.30	0.40	0.20
1-May-17	30.30	3.03	3.00	8.00	0.40	0.05	44.78	1.30	0.40	0.20
1-May-18	30.89	3.09	3.00	8.25	0.40	0.05	45.68	1.30	0.40	0.20
Local 10	36 – Asl	oestos Jo	ourneym	an's Assi	stant					
1-May-15	25.25	2.53	2.70	7.30	0.25	0.05	38.08	1.30	0.35	0.20
1-May-16	25.44	2.54	3.00	7.55	0.30	0.05	38.88	1.30	0.37	0.20
1-May-17	25.67	2.56	3.00	8.00	0.40	0.05	39.68	1.30	0.40	0.20
1-May-18	26.17	2.61	3.00	8.25	0.40	0.05	40.48	1.30	0.40	0.20

# ARTICLE 1 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE

ZONE 1 - From City Hall to a forty (40) km radius

- ZONE 1 (free Zone No Mileage or Allowance)
- All employees who are required to report to a project within forty (40) km radius from City Hall shall be considered to work in ZONE 1.

**ZONE II** - From edge of 40 km free zone up to 80 km from Local Jurisdiction City Hall

ZONE III - Outside of 80 km from Local Jurisdiction City Hall

#### CONDITIONS RE: ZONES II AND III

The Employer agrees to arrange for employees to be picked up at convenient locations when traveling to and from projects.

# **ARTICLE 2 - WAGE SCHEDULE**

Local 1	059 – La	abourer									
Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Pension	Training	Tri-Fund	Total Pkg.	Union Admin	OPDC Admin	RRSP	Industry
LastRate	31.00	2.48	3.10	5.65	0.35	0.05	42.63	0.62	0.40	2.00	0.20
1-May-16	31.83	2.55	3.10	5.65	0.35	0.05	43.53	0.79	0.40	2.00	0.20
1-May-17	32.57	2.61	3.20	5.65	0.35	0.05	44.43	0.81	0.40	2.00	0.20
1-May-18	33.36	2.67	3.20	5.65	0.40	0.05	45.33	0.83	0.40	2.00	0.20
Local 1	059 – Tr	uck Driv	ver, Qua	lified B	urner (T	orchma	ın)				
LastRate	33.34	2.67	3.10	5.65	0.35	0.05	45.16	0.62	0.40	2.00	0.20
1-May-16	34.22	2.74	3.10	5.65	0.35	0.05	46.11	0.79	0.40	2.00	0.20
1-May-17	35.01	2.80	3.20	5.65	0.35	0.05	47.06	0.81	0.40	2.00	0.20
1-May-18	35.84	2.87	3.20	5.65	0.40	0.05	48.01	0.83	0.40	2.00	0.20
Local 1	059 – M	lachine	Operat	or							
LastRate	35.01	2.80	3.10	5.65	0.35	0.05	46.92	0.62	0.40	2.00	0.20
1-May-16	35.89	2.87	3.10	5.65	0.35	0.05	47.91	0.79	0.40	2.00	0.20
1-May-17	36.71	2.94	3.20	5.65	0.35	0.05	48.90	0.81	0.40	2.00	0.20
1-May-18	37.59	3.00	3.20	5.65	0.40	0.05	49.89	0.83	0.40	2.00	0.20

Vacation Pay: Eight percent (8%) of gross wages.

See Master Portion – Article 28.16: Group RRSP

The Working Foreman will be paid three dollars (\$3.00) above the highest hourly rate.

# Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications

Local 1	059 – A	sbestos	Journe	yman							
Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Pension	Training	Tri-Fund	Total Pkg.	Union Admin	OPDC Admin	RRSP	Industry
LastRate	32.45	2.60	3.10	5.65	0.35	0.05	44.20	0.62	0.40	2.00	0.20
1-May-16	33.32	2.66	3.10	5.65	0.35	0.05	45.13	0.79	0.40	2.00	0.20
1-May-17	34.08	2.73	3.20	5.65	0.35	0.05	46.06	0.81	0.40	2.00	0.20
1-May-18	34.90	2.79	3.20	5.65	0.40	0.05	46.99	0.83	0.40	2.00	0.20
Local 1	059 – Jo	ourneyn	nan's As	sistant							
LastRate	27.77	2.22	3.10	5.65	0.35	0.05	39.14	0.62	0.40	2.00	0.20
1-May-16	28.53	2.28	3.10	5.65	0.35	0.05	39.96	0.79	0.40	2.00	0.20
1-May-17	29.19	2.34	3.20	5.65	0.35	0.05	40.78	0.81	0.40	2.00	0.20
1-May-18	29.91	2.39	3.20	5.65	0.40	0.05	41.60	0.83	0.40	2.00	0.20

#### Asbestos Abatement, Mold/Lead Rates and Classifications Local 1059 (For Projects that contain no type of demolition work)

Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Pension	Training	Tri-Fund	Total Pkg.	Union Admin	OPDC Admin	RRSP	Industry
LastRate	31.34	2.51	3.10	5.65	0.35	0.05	43.00	0.62	0.40	2.00	0.20
1-May-16	32.18	2.57	3.10	5.65	0.35	0.05	43.90	0.79	0.40	2.00	0.20
1-May-17	32.92	2.63	3.20	5.65	0.35	0.05	44.80	0.81	0.40	2.00	0.20
1-May-18	33.70	2.70	3.20	5.65	0.40	0.05	45.70	0.83	0.40	2.00	0.20
Local 1	059 – Jo	ourneyn	nan's As	sistant							
LastRate	26.78	2.14	3.10	5.65	0.35	0.05	38.07	0.62	0.40	2.00	0.20
1-May-16	27.52	2.20	3.10	5.65	0.35	0.05	38.87	0.79	0.40	2.00	0.20
1-May-17	28.17	2.25	3.20	5.65	0.35	0.05	39.67	0.81	0.40	2.00	0.20
1-May-18	28.86	2.31	3.20	5.65	0.40	0.05	40.47	0.83	0.40	2.00	0.20

# ARTICLE 1 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE

ZONE 1 - From City Hall to a forty (40) km radius

- ZONE 1 (free Zone No Mileage or Allowance)
- All employees who are required to report to a project within forty (40) km radius from City Hall shall be considered to work in ZONE 1.

**ZONE II** - From edge of 40 km free zone up to 80 km from Local Jurisdiction City Hall

ZONE III - Outside of 80 km from Local Jurisdiction City Hall

#### CONDITIONS RE: ZONES II AND III

The Employer agrees to arrange for employees to be picked up at convenient locations when traveling to and from projects.

# **ARTICLE 2 - WAGE SCHEDULE**

Local 10	)81 – Lal	oourer								
Effective Date	Hourly Rate	Vacation Pay	Health & Welfare	Pension	Training	Tri-Fund	Total Package	Work Dues	OPDC Dues	Ind. Fund
1-May-16	30.45	3.05	3.30	6.47	0.25	0.05	43.57	3%	0.40	0.20
1-May-17	31.14	3.11	3.35	6.57	0.25	0.05	44.47	3%	0.40	0.20
1-May-18	31.82	3.18	3.40	6.67	0.25	0.05	45.37	3%	0.40	0.20
Local 10	81 – Tru	ick Drive	r, Qualifi	ed Burn	er (Torcl	nman)				
1-May-16	32.75	3.27	3.30	6.47	0.25	0.05	46.09	3%	0.40	0.20
1-May-17	33.47	3.35	3.35	6.57	0.25	0.05	47.04	3%	0.40	0.20
1-May-18	34.20	3.42	3.40	6.67	0.25	0.05	47.99	3%	0.40	0.20
Local 10	81 – Ma	chine O	perator							
1-May-16	34.42	3.44	3.30	6.47	0.25	0.05	47.93	3%	0.40	0.20
1-May-17	35.18	3.52	3.35	6.57	0.25	0.05	48.92	3%	0.40	0.20
1-May-18	35.95	3.59	3.40	6.67	0.25	0.05	49.91	3%	0.40	0.20
Local 10	)81 – Foi	reman								
1-May-16	35.51	3.55	3.30	6.47	0.25	0.05	49.13	3%	0.40	0.20
1-May-17	36.29	3.63	3.35	6.57	0.25	0.05	50.14	3%	0.40	0.20
1-May-18	37.07	3.71	3.40	6.67	0.25	0.05	51.15	3%	0.40	0.20

#### Demolition Rates and Classifications Local 1081

Vacation Pay: Ten percent (10%) of gross wages.

# Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications

Local 10	81 – Asl	oestos Jo	ourneym	an						
Effective Date	Hourly Rate	Vacation Pay	Health& Welfare	Pension	Training	Tri-Fund	Total Package	Work Dues	OPDC Dues	Ind. Fund
1-May-16	32.64	3.26	3.30	6.47	0.25	0.05	45.97	3%	0.40	0.20
1-May-17	33.36	3.34	3.35	6.57	0.25	0.05	46.92	3%	0.40	0.20
1-May-18	34.09	3.41	3.40	6.67	0.25	0.05	47.87	3%	0.40	0.20
Local 10	81 – Jou	irneyma	n's Assis	tant						
1-May-16	26.61	2.66	3.30	6.47	0.25	0.05	39.34	3%	0.40	0.20
1-May-17	27.21	2.72	3.35	6.57	0.25	0.05	40.15	3%	0.40	0.20
1-May-18	27.81	2.78	3.40	6.67	0.25	0.05	40.96	3%	0.40	0.20

#### Asbestos Abatement - Mold/Lead Rates and Classifications (For projects that contain no type of demolition work)

Local 10	81 – Jou	ırneyma	n							
Effective Date	Hourly Rate	Vacation Pay	Health& Welfare	Pension	Training	Tri-Fund	Total Package	Work Dues	OPDC Dues	Ind. Fund
1-May-16	31.49	3.15	3.30	6.47	0.25	0.05	44.71	3%	0.40	0.20
1-May-17	32.19	3.22	3.35	6.57	0.25	0.05	45.63	3%	0.40	0.20
1-May-18	32.89	3.29	3.40	6.67	0.25	0.05	46.55	3%	0.40	0.20
Local 10	81 – Jou	irneyma	n's Assis	tant						
1-May-16	25.61	2.56	3.30	6.47	0.25	0.05	38.24	3%	0.40	0.20
1-May-17	26.19	2.62	3.35	6.57	0.25	0.05	39.03	3%	0.40	0.20
1-May-18	26.77	2.68	3.40	6.67	0.25	0.05	39.82	3%	0.40	0.20

# ARTICLE 1 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE

ZONE 1 - From City Hall to a forty (40) km radius

- ZONE 1 (free Zone No Mileage or Allowance)
- All employees who are required to report to a project within forty (40) km radius from City Hall shall be considered to work in ZONE 1.

**ZONE II** - From edge of 40 km free zone up to 80 km from Local Jurisdiction City Hall

ZONE III - Outside of 80 km from Local Jurisdiction City Hall

#### CONDITIONS RE: ZONES II AND III

The Employer agrees to arrange for employees to be picked up at convenient locations when traveling to and from projects.

## **ARTICLE 2 - WAGE SCHEDULE**

#### Asbestos Abatement – Interior Demolition Wage Rates & Classifications

Local 1	089 – A	sbestos	Journe	yman							
Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Pension	Training Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
LastRate	31.23	2.50	2.25	5.80	0.60	1.75	0.05	44.48	1.33	0.40	0.20
1-May-16	32.09	2.57	2.35	6.00	0.60	1.75	0.05	45.41	1.33	0.40	0.20
1-May-17	32.63	2.61	2.45	6.20	0.65	1.75	0.05	46.34	1.35	0.40	0.20
1-May-18	33.21	2.66	2.55	6.40	0.65	1.75	0.05	47.27	1.35	0.40	0.20
Local 1	Local 1089 – Journeyman's Assistant										
LastRate	27.17	2.17	2.25	5.20	0.60	1.75	0.05	39.19	1.25	0.40	0.20
1-May-16	27.65	2.21	2.35	5.40	0.60	1.75	0.05	40.01	1.25	0.40	0.20
1-May-17	28.08	2.25	2.45	5.60	0.65	1.75	0.05	40.83	1.27	0.40	0.20
1-May-18	28.57	2.28	2.55	5.80	0.65	1.75	0.05	41.65	1.27	0.40	0.20
Local 1089 – Truck Driver, Qualified Burner (Torchman) (Subject to Appendix'B')											
LastRate	31.93	2.56	2.25	5.80	0.60	1.75	0.05	44.94	1.35	0.40	0.20
1-May-16	32.53	2.60	2.35	6.00	0.60	1.75	0.05	45.88	1.35	0.40	0.20
1-May-17	33.07	2.65	2.45	6.20	0.65	1.75	0.05	46.82	1.37	0.40	0.20
1-May-18	33.67	2.69	2.55	6.40	0.65	1.75	0.05	47.76	1.37	0.40	0.20
Local 1	089 – IV	lachine	Operat	or							
LastRate	34.26	2.74	2.25	5.80	0.60	1.75	0.05	47.45	1.42	0.40	0.20
1-May-16	34.91	2.79	2.35	6.00	0.60	1.75	0.05	48.45	1.42	0.40	0.20
1-May-17	35.51	2.84	2.45	6.20	0.65	1.75	0.05	49.45	1.44	0.40	0.20
1-May-18	36.16	2.89	2.55	6.40	0.65	1.75	0.05	50.45	1.44	0.40	0.20
Local 1089 – Foreman											
LastRate	34.26	2.74	2.25	5.80	0.60	1.75	0.05	47.45	1.42	0.40	0.20
1-May-16	34.91	2.79	2.35	6.00	0.60	1.75	0.05	48.45	1.42	0.40	0.20
1-May-17	35.51	2.84	2.45	6.20	0.65	1.75	0.05	49.45	1.44	0.40	0.20
1-May-18	36.16	2.89	2.55	6.40	0.65	1.75	0.05	50.45	1.44	0.40	0.20

Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly/bi-weekly to the employee.

The Working Foreman will be paid One dollar and fifty cents (\$1.50) above the highest hourly rate.

# Asbestos Abatement – Remediation/Contaminated Soils & Interior Demolition

Local 1	089 – Jo	ourneyr	nan								
Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Pension	Training Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
LastRate	30.12	2.41	2.25	5.80	0.60	1.75	0.05	42.98	1.29	0.40	0.20
1-May-16	30.68	2.45	2.35	6.00	0.60	1.75	0.05	43.88	1.29	0.40	0.20
1-May-17	31.18	2.50	2.45	6.20	0.65	1.75	0.05	44.78	1.31	0.40	0.20
1-May-18	31.74	2.54	2.55	6.40	0.65	1.75	0.05	45.68	1.31	0.40	0.20
Local 1	Local 1089 – Journeyman's Assistant										
LastRate	26.16	2.09	2.25	5.20	0.60	1.75	0.05	38.10	1.25	0.40	0.20
1-May-16	26.62	2.13	2.35	5.40	0.60	1.75	0.05	38.90	1.25	0.40	0.20
1-May-17	27.04	2.16	2.45	5.60	0.65	1.75	0.05	39.70	1.27	0.40	0.20
1-May-18	27.50	2.20	2.55	5.80	0.65	1.75	0.05	40.50	1.27	0.40	0.20
Local 1089 – Apprentice - 1 <sup>st</sup> 1000 Hrs. (60%)											
LastRate	17.99	1.43	2.25	2.97	0.60	0.50	0.05	25.79	1.25	0.40	0.20
1-May-16	18.20	1.46	2.35	3.17	0.60	0.50	0.05	26.33	1.25	0.40	0.20
1-May-17	18.38	1.47	2.45	3.37	0.65	0.50	0.05	26.87	1.27	0.40	0.20
1-May-18	18.60	1.49	2.55	3.57	0.65	0.50	0.05	27.41	1.27	0.40	0.20
Local 1	089 – A	pprenti	ce - 2 <sup>nd</sup>	1000 Hr	s. (70%)	)					
LastRate	21.61	1.73	2.25	3.10	0.60	0.75	0.05	30.09	1.25	0.40	0.20
1-May-16	21.92	1.75	2.35	3.30	0.60	0.75	0.05	30.72	1.25	0.40	0.20
1-May-17	22.18	1.77	2.45	3.50	0.65	0.75	0.05	31.35	1.27	0.40	0.20
1-May-18	22.48	1.80	2.55	3.70	0.65	0.75	0.05	31.98	1.27	0.40	0.20
Local 1089 – Apprentice - 3 <sup>rd</sup> 1000 Hrs. (85%)											
LastRate	27.20	2.19	2.25	3.24	0.60	1.00	0.05	36.53	1.25	0.40	0.20
1-May-16	27.65	2.21	2.35	3.44	0.60	1.00	0.05	37.30	1.25	0.40	0.20
1-May-17	28.03	2.24	2.45	3.64	0.65	1.00	0.05	38.06	1.27	0.40	0.20
1-May-18	28.46	2.28	2.55	3.84	0.65	1.00	0.05	38.83	1.27	0.40	0.20

Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly/bi-weekly to the employee.

# **ARTICLE 3 - INDUSTRIAL IN-PLANT PROJECTS**

**3.01** Work within the scope of this Agreement performed for any classification on "Industrial In-Plant" projects or installations, including but without limiting the generality of the foregoing, chemical, petrochemical and refinery projects and installations in the geographic region 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, 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 as outlined in the following schedule:

Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Pension	Training Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
LastRate	35.57	2.85	2.25	5.80	0.60	1.75	0.05	48.87	1.47	0.40	0.20
1-May-16	36.25	2.90	2.35	6.00	0.60	1.75	0.05	49.90	1.47	0.40	0.20
1-May-17	36.88	2.95	2.45	6.20	0.65	1.75	0.05	50.93	1.47	0.40	0.20
1-May-18	37.56	3.00	2.55	6.40	0.65	1.75	0.05	51.96	1.47	0.40	0.20

Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly/bi-weekly to the employee.
