

COLLECTIVE AGREEMENT

2001

This Agreement made and entered into this 9th day of January, 2001.

BETWEEN:

SEWER AND WATERMAIN, CURB, GUTTER AND SIDEWALK

CONTRACTORS SECTION

of the London and District Construction Association

(hereinafter called the "Employer")

OF THE FIRST PART

- AND -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,

LOCAL 1059

(hereinafter called the "Union")

OF THE SECOND PART

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GENERAL PURPOSE

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

ARTICLE 1 - BARGAINING AGENCIES

1.01 The Employer recognizes the Union as the sole collective bargaining agency for all its construction labourers engaged on all construction projects within the Counties of Middlesex, Bruce, Elgin, Oxford, Perth and Huron, save and except non-working foremen and persons above the rank of non-working foremen, office and clerical staff and engineering staff.

1.02 The Union recognizes the Sewer and Watermain, Curb, Gutter and Sidewalk Contractors Section of the London and District Construction Association as the Employer Bargaining Agency for those Employers, as outlined in Schedule "A", for whom the Employer holds bargaining rights.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union agrees that it is the exclusive function of the Employer:

- 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, layoff, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged without reasonable cause shall be subject to the provisions of the grievance procedure.
- c) To make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by the employees.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of the Agreement.

ARTICLE 3 - UNION DUES AND SECURITY

3.01 All employees covered by this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union during the lifetime of this Agreement and shall authorize the Employer in writing to deduct regular monthly Union dues from the first pay due each calendar month and hourly working dues each week in the amounts provided to the Employer in writing by the Union.

3.02 It is expressly understood and agreed that the Employer shall not be required to discharge any employee for violation of the provisions of this Article for Union security for any reason other than refusal of the employee to join the Union or the non-payment of regular monthly Union dues, notwithstanding anything to the contrary herein contained.

3.03 The Employer agrees to subcontract the following work only to Employers in contractual relations with the Union if those Employers are willing and available to take subcontract.

- 1) The excavation, forming, pouring, finishing, stripping of poured concrete sidewalks, curbs and gutters.
- 2) The excavation, compaction, backfilling, and laying of all sewer and watermain pipe.

3.04 During the lifetime of this Agreement, the Employer will deduct regular monthly Union dues as notified by the Union in writing, from the first pay due each calendar month. Union dues so deducted shall be remitted prior to the end of the month in which the deduction is made to the Financial Secretary of the Local Union.

3.05 Where an employee authorizes the Employer in writing to deduct Union initiation fees from his pay, the Employer will honour such authorization and comply with the procedure of Section 3.06 hereof.

3.06 The Employer shall follow the following procedure when hiring employees covered by this Agreement:

- a) The Employer shall notify the Union of the names of employees recalled after winter layoff and such employees must obtain a referral slip prior to

commencement of employment.

- b) The Employer agrees to call the Local Union for its supply of men. All employees hired through the Union, shall present to the Employer a referral slip from the Union prior to commencing employment. It is understood that if the Local Union is unable to provide qualified and competent men within 24 hours, the Employer is free to hire such labour as is available, but such labour shall acquire a referral slip prior to commencing work, and as a condition of employment, shall become a member in good standing in the Union within seven (7) working days.
- c) In recognition of the Employer's need for competent and capable employees, the Union agrees that the Employer has the right to call the Union office and request any unemployed Union member. Therefore, the Union recognizes the Employer's right to recall their regular employees after a seasonal layoff, if such person has maintained their union dues in the Union. The Union also agrees that it shall issue referral slips.

3.07

- a) It is understood and agreed that the following classifications of work come within the Labourers' category:

Unskilled and skilled labourers.

Operators on all types of rubber-tired farm tractors (without attachments).

Operation of remote controlled equipment.

Waterboys and Watchmen. (It is understood a Watchman may work up to 12 hours per day at straight time rates.)

Powdermen and Helpers, Concrete workers, Puddlers, Floatmen and Grouters.

Operators of Jackhammers and all types of boring equipment.

Mortarmen, Labourers for all types of pile driving.

Flagmen.

Wreckers, Barmen and Form Strippers.

Operators of Scootcrete and Caldozers and all similar equipment.

Small Mixer Operators (1 yd. and under).

Concrete Workers and Improvers.

Form Builders (steel and wood) for manholes, catch-basins, sewer appurtenances and all structures for municipalities, factories, etc. (Except within building lines as specified in Article 3.07 (c).)

Form Builders (on curbs and gutters, sidewalks, etc.).

Pipelayers on all types of watermain pipe, sewer pipe electrical conduits and underground installations, except inside I.C.I. building lines after building construction has commenced.

Pipelayers and Caulkers on tile and concrete pipe, except inside building lines.

Sheeting and Shoring Men.

Pitbottom Men, Signal Men, Track Layers.

Operators of all machine driven tools by Gas, Electricity and Air,

Labourers on pumps under 6" discharge.

Labourers on concrete heaters.

Miners and Drillers on caissons.

Timbermen.

PILE DRIVING - (All types) and all operations related thereto (Labourers).

Loft Men.

Torch Cutters.

Welders and Burners.

Signal Men

Dewatering Person

Pipefitter (Certified)

Horizontal and Directional Boring Machines and Related Guidance Equipment,

Working Foremen and Labourers required for cleaning, washing and painting of Employer equipment and barricades, etc., used in Employer's shop.

And in addition to the above, all work performed by Labourers in connection with Department of Public Works, Municipal Corporations and private individual contracts.

- b) It is agreed that this Agreement shall not apply to a tunnel project, which is defined as a project called as a tunnel. (This Agreement does apply to tunnel work which is incidental to open cut work for sewer and watermain construction.)
- c) It is agreed that this Agreement shall apply to work performed on an I.C.I. construction site, except that the Employer shall abide by the Agreement between Employee Bargaining and Employer Bargaining Agencies (E.B.A.) on all work within a building or excavation for a building. It is further agreed that should the Employer undertake to do the work that is commonly known as I.C.I. construction, the rates of wages, hours of work and working conditions shall be as established by a Collective Agreement between Employee Bargaining and Employer Bargaining Agency (E.B.A.). It is understood that this provision also relates to the actual construction of sewage disposal plants, water reservoirs, filtration plants at the present time, and so long as such structures continue to be constructed under the terms of the Agreement of the I.C.I. Section, the Employer shall abide by this Agreement. This understanding does not include bridges, approaches to bridges and overpasses, etc.
- d) The Employer agrees that should the Employer perform or contract for work covered under the Roadbuilders and Structures Agreement (Del-Ko Paving & Construction Company Limited, TCG Asphalt & Construction Inc., Towland (London) 1970 Limited, Dufferin Construction Company and Labourers International Union of North America, Local 1059) Reference Agreement, the Employer will be bound to the rates and conditions of that Agreement and attached hereto.

ARTICLE 4 - NO STRIKES - NO LOCKOUTS

4.01 During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing, and the Employer agrees that there will be no lockout. The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing or slowdown.

ARTICLE 5 - UNION REPRESENTATION

5.01 The Union may appoint and the Employer will recognize a Union steward or stewards (not more than one per gang).

5.02 The Union shall notify the Employer in writing from time to time of the name of the steward, the date of his appointment, and the name of the former steward whom he may be replacing.

5.03 The Union steward, all things being equal, shall be one of the last two employees retained in employment at the time of layoff, provided he can perform the remaining work. This provision shall not apply to temporary layoffs of one week's duration or less. The Union steward shall not be excluded from overtime work on their applicable crews.

A Union steward (one only) laid off in conformity with this Article shall be one of the first three (3) employees rehired after layoff (excluding foremen, pipelayers, and cement finishers unless such steward was classified as such prior to layoff). Such rehire is conditional upon:

- a) this steward is to be elected by employees of the Employer and can be replaced by employees of the Employer, and
- b) this steward must be able to perform the available work and be recognized in writing by the Union.

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

5.05 The Business Agent for the Union shall have access to all jobs during working hours but in no case shall his visits interfere with the progress of the work. When visiting a job he will first advise the superintendent of the Employer. The Union agrees to give such assistance

as is required of it by the Employer to secure competent and qualified men for the job.

5.06 A bulletin board will be provided by the Employer for the use of the Union to post notices, etc., but all such notices shall have prior approval of the Employer.

ARTICLE 6 - UNION AND MANAGEMENT GRIEVANCES

6.01 It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the Employer's satisfaction, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee. Such grievance shall be processed at Step No. 2 of the grievance procedure as set out in Article 6 hereof.

6.02 A Union policy grievance which is defined as an alleged violation of this Agreement concerning all or a substantial number of employees in the bargaining unit, in regard to which an individual employee could not grieve, or in regard to which a substantial number of employees have signified an intention to grieve, may be brought forward in writing at Step No. 2 of the grievance procedure at any time within fifteen full working days after the circumstances giving rise to such grievance occurred, and if it is not settled at that stage, it may be processed to arbitration in the same manner as the grievance of an employee.

6.03 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

6.04 It is understood and agreed that an employee does not have a grievance until he or his Union Representative has discussed the matter with a designated Employer Representative and given him an opportunity of dealing with the complaint.

Step 1: Within ten (10) days after the circumstances giving rise to the grievance occurred or originated, 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.

Step 2: If a satisfactory settlement is not reached within five (5) working days from the meeting above, then the grievance may be submitted to arbitration as provided in this Agreement any time within ten (10) days thereafter.

6.05 When either party requests that a grievance be submitted to arbitration, the party making the request shall do so in writing to the other party and at the same time, appoint an Arbitrator within five (5) days. Thereafter, the other party shall appoint an Arbitrator. The two (2) Arbitrators so appointed shall meet at the earliest convenience and attempt to select by

agreement, a third person who shall act as a 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.

- 6.06
- a) The Arbitration Board shall hear the subject of the grievance, including whether or not the matter is arbitratable, shall issue a decision which is binding upon the parties and upon any employees affected by it.
 - b) The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.
 - c) Each of the parties shall pay one-half (1/2) of the remuneration and expenses of the Chairman of the Board.
 - d) The Board shall not have the power to alter or amend any of the provisions of this Agreement.

6.07 In determining the time which is allowed in the various steps, Saturdays, Sundays and statutory holidays shall be excluded and any time limits may be extended by mutual agreement in writing.

ARTICLE 7 - TRAVEL TIME, MILEAGE, LODGING

- 7.01
- a) Zone A
It is agreed between the parties hereto that for work within a forty (40) km radius from the London City Hall employees will present themselves at the jobsite at no cost to the Employer.
 - b) Zone B
For work outside the forty (40) km free travel zone area, and where it is required, the Employer will provide daily transportation and pay the employee ten dollars (\$10.00) per day which shall be paid as mileage. If an employee provides his own transportation, such employee shall be paid ten dollars (\$10.00) per day as mileage for projects in this zone. Effective January 1, 2003 eleven dollars (\$11.00) per day.
 - c) Zone C
For work more than sixty (60) km from London City Hall and where it is required, the Employer will provide daily transportation and pay the employee twenty dollars (\$20.00) per day, which shall be paid as mileage. Effective January 1, 2003 twenty two dollars (\$22.00) per day.

- d) Zone D
For work more than one hundred and twenty (120) km from London City Hall and where it is required, the Employer will provide daily transportation and pay the employee thirty dollars (\$30.00) per day, which shall be paid as mileage. Effective January 1, 2003 thirty three dollars (\$33.00) per day.
- e) Zone E
For work more than one hundred and fifty (150) km from London City Hall and where it is required, the Employer will provide daily transportation and pay the employee forty dollars (\$40.00) per day, which shall be paid as mileage. Effective January 1, 2003 forty four dollars (\$44.00) per day.
- f) The Employer will pay the employee who was required to provide his own transportation for jobsites outside "Zone A" (40 km free travel zone), mileage at the rate of thirty-seven cents (\$0.37) per km, to and from "Zone A" to the jobsite. Effective July 2, 2001 forty cents (\$0.40) per km.
- g) All zones referred to above shall be shown on attached Schedule "C".
- h) In all cases the Employer will supply transportation deemed suitable for passengers by the Ministry of Transportation and all equipment and all materials shall be secured and be kept separate from employees.
- i) Should the Employer not provide transportation in conformity with this clause then the employee has the option of providing his own transportation and be paid in accordance with (f) above.
- j) The board allowance (considered lodging) shall be paid for all daily trips to projects North of Hwy. 26 or East of Hwy. 400.

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

7.03 Where an employee who is normally employed by the Employer in the London area is required to work out of London and is unable to return home each night, he shall be provided suitable lodging by the Employer or be paid at the rate of sixty five dollars (\$65.00) per day, effective July 2, 2001 seventy two dollars (\$72.00) per day, in lieu of suitable lodging, and shall be paid mileage in accordance with Article 7.01 (f) or the applicable mileage in accordance

with 7.01 (b), (c),(d) and (e), as the case may be. One mileage payment in accordance with Article 7.01 (b), (c) (d) and (e) shall cover both the initial travel to the project each week and the return travel on the last day of such week. If an employee is not allowed normally sufficient time to return to London by 7:00 p.m. on the last day worked out of town he shall receive fifteen dollars (\$15.00) for that day.

except where the employee was paid mileage in accordance with Article 7 and the employee is returning to a jobsite in the City of London.

- (b) After an employee reports to work and is required to travel between jobs and the Employer does not provide transportation, such employee must be paid for all time spent travelling between jobs at his or her regular rate of pay. Mileage shall be paid for all kilometres travelled at the rate of thirty-seven cents (\$0.37) per km (for jobsites outside the free travel zone). Effective July 2, 2001 forty cents (\$0.40) per km

The hourly wage rate does not get paid to an employee whom is receiving mileage in accordance with Article 7.01 (f) and is returning to a jobsite in the City of London.

7.05 An employee required to drive an Employer's vehicle, which has air brakes as part of its operation to and from jobsites, shall be paid for all such hours. Such person shall not be eligible for mileage as set out in 7.01 (b), (c), (d) and (e), if such person is paid as set out above. Such person shall be paid the driving hours and 1/2 the mileage as set out in 7.01 (b), (c), (d) and (e), if such employee drives one way during a specific day.

ARTICLE 8 - PAYDAY AND TERMINATION

8.01 All wages shall be paid in cash or cheque at the option of the Employer during working hours. Such wages shall be paid weekly. It is understood that payday will be on Thursday of each week. However, if payday is on a Friday, such pay will be in cash, or the employee will be given one (1) hour off with pay in order to cash such pay.

8.02 When an employee is permanently laid off he shall be paid in full immediately, that is, until noon, if laid off in the morning, or at the end of the regular working day, if laid off in the afternoon and he shall receive an hour's notice of pay in lieu thereof.

.03 When an employee voluntarily terminates his employment, his pay and vacation pay credits to date shall be sent to him by registered mail on the next regular payday following voluntary termination.

.04 The Employer may pay wages as a direct bank deposit, no later than Thursday, each week and a detailed breakdown indicating hours, hourly rate, allowances and all deductions shall be provided for each deposit.

ARTICLE 9 - FINAL DOCUMENTS

.01 Within forty-eight (48) hours of the termination of an employee, the Employer agrees that it will send by registered mail to the employee his Separation Certificate and vacation pay credits to date.

.02 If the employee voluntarily terminates his employment, the employee shall have his Separation Certificate mailed to him by registered mail within a forty-eight (48) hour period of time.

ARTICLE 10 - REPORTING TIME

0.01 Any employee called back for work after completing his normal shift and when no prior notice was given to return, shall be paid a minimum of two (2) hours at the applicable rate.

0.02 An employee who reports for work at the jobsite or assembly point, unless employee phoned no less than two (2) hours before reporting time, and for whom no work is available due to inclement weather, shall receive a minimum of two (2) hours' reporting time. The Employer may ask employee to stay at the jobsite or assembly point for the two (2) hours, and if employee refuses to stay at jobsite or assembly point, then the employee shall not be paid the two (2) hours' reporting time.

0.03 If work is not available for reasons other than inclement weather or conditions beyond the control of the Employer and the employee has not been notified at least one (1) hour prior to the end of the last shift worked, he shall be allowed two (2) hours' reporting time.

10.04 Employees will be paid for any time they are kept waiting for material or breakdown of equipment when they are at a jobsite one hundred (100) km or more from the City of London.

10.05 The Employer will not discriminate against the employee who declines to work outside the free travel zone.

ARTICLE 11 - SAFETY, SANITATION, SHELTER

11.01 The Employer shall provide employees with such protective and wet weather clothing as it deems necessary. The Union recognizes the right of the Employer to economically supervise the distribution of the clothing provided.

11.02 Every employee shall be required, as a condition of employment, to wear a safety helmet and safety boots of a type approved by the Construction Safety Association. The helmet shall be paid for by the employee at the time it is supplied, and on termination of employment, the employee will be credited with the amount paid, provided the helmet is turned in, in a reasonably good condition.

11.03 Proper shelter will be provided at the jobsites employing three (3) or more employees where such employees are engaged in work at such a site for a least five (5) working days.

11.04 In the event of a fire or theft resulting in the loss of previous listed tools with the Employer, the Employer will replace such items at their replacement value to a maximum of five hundred dollars (\$500.00) and subject to a one hundred dollar (\$100.00) deductible, provided that such tools are kept in a place designated by the Employer. Such replacement is based on proof of loss by fire or theft being made to the Employer.

11.05 The Employer will provide rubber boots to the employees when required.

ARTICLE 12 - GOVERNMENT LEGISLATION

12.01 In the event that any of the provisions of this Collective Agreement are found to be in conflict with any valid and applicable Federal or Provincial law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of the Collective Agreement.

ARTICLE 13 - WAGE RATES

13.01 Wage rates and other contributions of employment shall be in accordance with Schedules "A", "B" and "C" hereto attached and which are hereby made apart of this Agreement.

3.02 It is agreed that no employee covered hereunder shall suffer a reduction in wages by reason of the Agreement reached hereunder.

3.03 The Union and an Employer bound to this Collective Agreement may by mutual consent alter the terms and conditions of the Collective Agreement for new employees that they agree do not have demonstratable construction skills in the Employer's particular industry.

ARTICLE 14 - CLASSIFICATIONS

4.01 It is understood the employees performing work of similar nature and classifications shall be paid the same scale.

4.02 Where working foreman is employed he shall be paid not less than one dollar (\$1.00) per hour above the highest paid labourers' classification that he is directing.

4.03 Persons hired specifically for and utilized only for traffic control, may be paid one dollar (\$1.00) per hour less than the basic labourer classification. Should a traffic control person be required to perform regular labourer's work, then such person shall be paid the applicable labourer's rate of pay.

Any employee working as a labourer who is required to work as a traffic control person will not have his or her hourly rate reduced.

ARTICLE 15 - HOURS OF WORK AND OVERTIME RATES

5.01 Hours of work shall be as follows:

- a) **Sewer and Watermain Construction**
The normal work week shall begin on Monday and end on Friday and shall consist of fifty (50) hours at the regular rate.
- b) **Curb, Gutter and Sidewalk Construction**
The normal work week shall begin on Monday and end on Friday and shall consist of fifty-five (55) hours at the regular rate.
- c) Hours worked in addition to the normal work week hours as necessary, shall be paid at one and one-half times the regular rate of wages.
- d) Work performed on Saturdays shall be paid for at the rate of time and one-half. The Employer will not discriminate against any employee because

of his failure to work on Saturdays. An employee may work until noon on Saturday at straight time whenever such employee has not completed forty (40) hours of work in that week due to inclement weather reasons only. For the purpose of this clause, the regular work week shall be considered to be ten (10) hours per day, Monday to Friday. All hours worked over (a) and (b) above, in all cases must be paid at the overtime rates.

- e) All work performed on Sundays and Statutory Holidays as listed in Section 17.01 shall be paid at the rate of double the employee's regular hourly rate.
- f) It is agreed that where employees are engaged on mutually agreed upon emergency work, overtime rates shall not apply.

g) **Irregular Start Times**

- i) Employees whom commence work between 6:00 a.m. and 11:59 a.m. Monday to Friday shall be paid in accordance with this Article 15.01.
- ii) Employees whom commence work between 12:00 noon and 5:59 pm Monday to Friday shall be paid regular rate of pay plus fifty cents (\$0.50) per hour. The meal allowance shall be paid after twelve (12) hours from the commencement of the work.
- iii) Employees whom commence work between 6:00 p.m. and 6:00 a.m. Monday to Friday shall be paid regular rates of pay plus seventy-five cents (\$0.75) per hour. The meal allowance shall be paid after twelve (12) hours from the commencement of work.

All hours worked before 12:01 a.m. Monday morning and after 11:59 p.m. Friday night shall be paid in accordance with Article 15.01 (d) and (e).

A new employee hired in conformity with Article 3, shall be paid the same irregular starting times premiums as the crew he is dispatched to work on for that day.

- iv) An employee whom normally starts his or her work day in conformity with 15.01 (g) i) cannot start to work in that period because of inclement weather or the unavailability of equipment needed to perform the job, may commence work during the time period described in 15.01 (g) ii). The fifty cents (\$0.50) per hour

premium shall not be paid in these isolated cases. All other terms and conditions of the Collective Agreement shall apply.

h) The Employer will not discriminate against the employee who declines to work beyond eleven (11) hours per day on projects. The Employer shall provide safe vehicles for the transportation of employees.

i) **Meal Premium**
Any employee who works past 7:00 p.m. daily shall be paid a meal allowance of fifteen dollars (\$15.00) for each day this occurs, with the exception of watchmen.

ARTICLE 16 - VACATIONS

16.01 Vacation credits shall be four percent (**4%**) of earnings and shall be paid weekly. It is understood that only two (2) weeks vacation may be taken, exclusive of Statutory Holidays, unless other arrangements are made between the Employer and the employee. It is further understood that the employees vacation period shall be mutually agreed to by the Company and the employee.

Should legislation increase the statutory vacation pay percent, the increase will be taken from the statutory holiday pay and the total percentage of the above will not exceed ten percent (10%).

16.02 Vacation time shall be taken together and not split into smaller time periods unless the employee requests otherwise with a reasonable period of notice.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 Statutory Holiday credits shall be six percent (6%) on earnings and shall be paid weekly.

All work performed on:

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

17.02 In the event of any Statutory Holiday falling on a Sunday, then the following Monday shall be considered a holiday.

ARTICLE 18

18.01 It is agreed that the employees covered by this Agreement shall be allowed one (1) work break of ten (10) minutes on each half of their shift.

18.02 It is further agreed that employees covered by this Agreement will be allowed a half an hour lunch break. It is also agreed that no employee shall be required to work more than five (5) hours without a lunch break.

ARTICLE 19 - EMPLOYER REMITTANCES

19.01 **Welfare**

The Employer agrees, to contribute one dollar and seventy cents (\$1.70) per hour and effective January 1, 2002, one dollar and eighty cents (\$1.80) per hour and effective January 1, 2003, one dollar and ninety cents (\$1.90) per hour for welfare to the jointly and equally trusted Labourers' Multi-Local Welfare Trust Fund or designated alternative, for each hour earned by the employees covered by this Agreement.

19.02 (a) **Pension**

The Employer agrees, to contribute one dollar and fifty four cents (\$1.54) for each hour earned by the employees covered by this Agreement into the Labourers' Pension Fund of Central and Eastern Canada. It is understood and agreed that the Pension Fund will be jointly and equally administered by Trustees representing Management and Union. The Union, with thirty (30) days' written notice to the employer, may direct such monies to a Registered Retirement Savings Plan or a pension fund implemented by the Union. The Employer, if so directed, may be required to contribute to two funds in accordance with Article 19.17.

b) **R.S.P. Pension**

The Employer agrees to deduct one dollar (\$1.00) per hour worked on a weekly basis, from each employee's weekly gross wages, payable to a Group R.S.P., as directed by the Union. Such monies shall be remitted to the Union.

19.03 **Training**

The Employer agrees to contribute twenty cents (\$0.20) for each hour earned by the employees covered by this Agreement to the Labourers' International Union of North America, Local 1059 Training Trust Fund. Effective January 1, 2002 twenty five cents (\$0.25).

19.04 **Industry**

Each Employer bound to this Agreement shall contribute two cents (\$0.02) per hour for each hour earned covered by this Agreement to an Employer Industry Fund established

by the Employer and such contribution will be included on the contribution form as outlined in Article 19.07. The monies shall be included with the union dues and paid to Local 1059. The Local Union will remit this contribution to the Association monthly.

19.05 The Employer agrees to hold harmless and indemnify the Union and the Welfare and Pension Trustees against any liability incurred as a result of the contribution in 19.04 above.

19.06 **Union Working Dues**

The Employer agrees to deduct from each employee covered by the terms of this Agreement, working dues in an amount indicated by the Union in writing and shall be remitted to the Secretary-Treasurer of the Union.

19.07 Contributions and remittances into the Welfare Fund, Pension Fund, Group R.S.P. deductions, Training Fund, Employer Industry Fund and Union working dues or union monthly dues payable to the Union, shall be made prior to the fifteenth (15th) day of the month following the month in which such hours were worked and shall be accompanied by a remittance report for each employee on the form prescribed by the Board of Employer-Union Trustees of the Fund. The monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer payroll ending nearest to the last day of the preceding calendar month.

19.08 Employer contributions or deductions to the funds provided in this Article shall be remitted by the fifteenth (15th) day of the month following the months for which contributions or deductions are made, together with supporting information entered on a Reporting Form as designated by the Trustees.

19.09 At no time shall Employer contributions due to the funds provided herein be paid directly to the employee.

19.10 Interest at the rate of two percent (2%) per month, twenty-four percent (24%) per year, shall be charged on overdue remittances to Employer Welfare, Pension, Group R.S.P. deductions and Training Funds (where applicable) from the date on which such contributions were due, provided the Employer has been provided with written notice. In addition the delinquent Employer may be required by the Trustees of the Funds to deposit with the Trustees a cash bond of up to twenty thousand (\$20,000.00) dollars.

19.11 Each Employer bound by the terms of this Agreement agrees that upon the written authority of the Joint Board of Trustees, or any Jointly Trusted Benefit Plan to which the Employer is required to make contributions, afford the Trustees of the following:

1. With reasonable cause, the Trustees may appoint an independent

Chartered Accountant to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's payroll records, only with respect to Employer contributions to the required Employee Benefit Funds, or, at the option of the Employer, he shall direct his Chartered Accountant to provide a certified Audited Statement in reply to questions submitted by the Trustees in this regard.

2. All fees and costs in connection with the Trustee Appointed Auditors shall be borne by the applicable Trust Fund.
3. Where an Employer opts to direct his Chartered Accountant to provide a certified Audited Statement, the cost of such audit shall be borne by said Employer.

19.12 In the event such audit reveals the Employer has failed to remit contributions or deductions 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 Board of Trustees conform with the following:

- a) Remit all outstanding contributions to the Administrator of the applicable Welfare and Pension Funds, plus interest at the rate of two percent (2%) per month on delinquent sums.
- b) Complete and remit supporting contribution report forms as required by the Trustees.

19.13 If the Employer does not have any employees in his employ, a nil report shall be filed in accordance with the provisions of Article 19 above.

- 19.14
- a) In the event an Employer fails to conform with the provisions of Article 19.10 to 19.12 herein, the Union on written direction of the Board of Trustees shall forthwith submit the question to final and binding determination. Should the Local Union fail to promptly submit the question to final and binding determination as directed by the Trustees, then the Trustees may proceed directly to final and binding determination.
 - b) All fees and costs not recoverable in connection with final and binding determination under Article 19.09 (a) above, shall be borne by the applicable Trust Fund.

19.15 The Employer agrees to remit Welfare, Pension and Training contributions and

al proper deductions in accordance with the provisions of the applicable schedules provided hereir by the fifteenth (15th) day of the month following the month in which the hours were worked.

19.16 Any Provincial or Federal taxes required to be paid by the Employer on contributions for pension, welfare and training, are not included in the specified amounts as set out in this Collective Agreement.

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

ARTICLE 20 - EMPLOYER CONTRIBUTIONS AND REMITTANCES

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

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

ARTICLE 21 - APPLICATION OF COLLECTIVE AGREEMENT

21.01 The Employer agrees to apply all the terms and conditions of this Collective Agreement to members of Local 1059 employed on projects outside of the geographical area described in Article 1.01.

ARTICLE 22 - NOTIFICATION OF JOBSITE INJURIES

22.01 The Employer agrees to notify the Union and provide copies of W.C.B. Form 7 to the Union in regards to jobsite injuries.

ARTICLE 23 - JURISDICTIONAL DISPUTES

23.01 When a work claim dispute arises between the Union which is a party to this Agreement and any other union or organization which cannot be settled to the satisfaction of all parties concerned, work shall proceed without stoppage. Such a dispute shall forthwith be processed as a complaint to the Ontario Labour Relations Board under the Ontario Labour Relations Act and in the meantime work will be assigned by the Employer until it is otherwise directed by the Board.

ARTICLE 24 - HARDSHIP CLAUSE

24.01 Where a particular clause, article or provision contained within this Agreement works a hardship on either party during the life of this Agreement, the parties shall meet and may amend, add or delete such clause, article or provision and such Agreement will form part of this Agreement commencing from the effective date.

ARTICLE 25 - APPRENTICESHIP PROGRAMS

25.01 The Apprenticeship Programs, including any Plan and amendments thereto agreed to by the Sewer and Watermain Pipelayer and Curb, Gutter and Sidewalk Formsetter/Cement Finisher/Local Apprenticeship Committee shall be incorporated in their entirety into and form part of this Agreement, as if an original part thereto.

ARTICLE 26 - TRAINING PROGRAMS

26.01 Regular employees shall be required to obtain the following certificates within one (1) year from January 1, 2001 or from the date of employment whichever is the latest:

- Confined Spaces
- Traffic Control
- Standard First Aid
- Introduction to Occupational Health and Safety Act

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

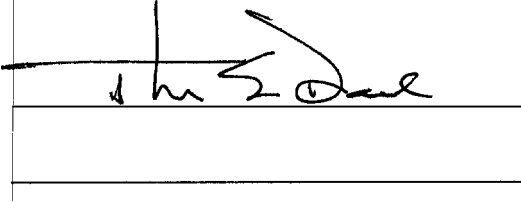
ARTICLE 27 - DURATION

27.01 This Agreement shall become effective on the 1st day January, 2001 and shall remain in effect until the 31st day of December, 2003, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination or proposed

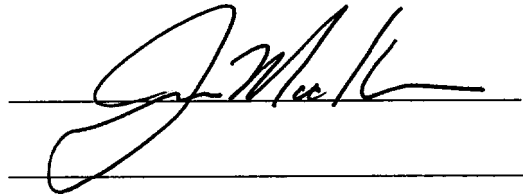
revision of this Agreement not more than ninety (90) days and not less than thirty (30) days before the 31st day of December, 2000, or in a like period in any year thereafter. On receipt of such notice the parties of this Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an Agreement.

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

**SIGNED ON BEHALF OF THE
SEWER AND WATERMAIN, CURB,
GUTTER AND SIDEWALK
CONTRACTORS SECTION OF THE
LONDON AND DISTRICT
CONSTRUCTION ASSOCIATION:**



**SIGNED ON BEHALF OF THE
LABOURERS' INTERNATIONAL
UNION OF NORTH AMERICA,
LOCAL 1059:**



The minimum basic wage rate for employees performing work covered by this Agreement shall be in accordance with the following schedule of work classifications and wage rates. These work classifications are defined to establish wage rates for personnel covered by this Agreement when working in these classifications. It is understood and agreed that the implementation of the following wage schedule shall not result in the reduction of the hourly rate of any present employee. The rates of wages shall be effective on dates indicated. Where an employee is directed by the Employer to transfer from the higher wage rate area to a lower rate area, such employee will continue to receive the higher rate.

1. BASIC LABORER AND SPOTTER

Effective Date	Union Admin	OPDC Admin	Hourly Wage	Vacation/ Statutory	Pension	Welfare	Training	Total Wage Package	Emp Ind Fund
Jan 9, 2001	\$0.36	\$0.05	\$20.51	\$2.05	\$1.54	\$1.70	\$0.20	\$26.00	\$0.02
Sep 3, 2001	\$0.36	\$0.05	\$20.74	\$2.07	\$1.54	\$1.70	\$0.20	\$26.25	\$0.02
Jan 1, 2002	\$0.37	\$0.05	\$21.05	\$2.11	\$1.54	\$1.80	\$0.25	\$26.75	\$0.02
Sep 2, 2002	\$0.38	\$0.05	\$21.42	\$2.14	\$1.54	\$1.80	\$0.25	\$27.15	\$0.02
Jan 1, 2003	\$0.39	\$0.05	\$22.24	\$2.22	\$1.54	\$1.90	\$0.25	\$28.15	\$0.02
Sep 1, 2003	\$0.40	\$0.05	\$22.56	\$2.25	\$1.54	\$1.90	\$0.25	\$28.50	\$0.02

2. FORMBUILDER-SETTER, CONCRETE WORKER-SEWERS, DEWATERING PERSON, PIPEFITTER (CERTIFIED), CEMENT FINISHER AND BENCHER

Effective Date	Union Admin	OPDC Admin	Hourly Wage Rate	Vacation/ Statutory Pay (10%)	Pension	Welfare	Training	Total Package	Emp Ind Fund
Jan 9, 2001	\$0.36	\$0.05	\$20.94	\$2.09	\$1.54	\$1.70	\$0.20	\$26.47	\$0.02
Sep 3, 2001	\$0.36	\$0.05	\$21.17	\$2.11	\$1.54	\$1.70	\$0.20	\$26.72	\$0.02
Jan 1, 2002	\$0.37	\$0.05	\$21.48	\$2.15	\$1.54	\$1.80	\$0.25	\$27.22	\$0.02
Sep 2, 2002	\$0.38	\$0.05	\$21.85	\$2.18	\$1.54	\$1.80	\$0.25	\$27.62	\$0.02
Jan 1, 2003	\$0.39	\$0.05	\$22.66	\$2.27	\$1.54	\$1.90	\$0.25	\$28.62	\$0.02
Set, 1, 2003	\$0.40	\$0.05	\$22.98	\$2.30	\$1.54	\$1.90	\$0.25	\$28.97	\$0.02

3. IPELAYER

Effective Date	Union Admin	OPDC Admin	Hourly Wage Rate	Vacation/ Statutory Pay (10%)	Pension	Welfare	Training	Total Wage Package	Emp Ind Fund
Jan 9, 2001	\$0.36	\$0.05	\$21.51	\$2.15	\$1.54	\$1.70	\$0.20	\$27.10	\$0.02
Sep 3, 2001	\$0.36	\$0.05	\$21.74	\$2.17	\$1.54	\$1.70	\$0.20	\$27.35	\$0.02
Jan 1, 2002	\$0.37	\$0.05	\$22.05	\$2.21	\$1.54	\$1.80	\$0.25	\$27.85	\$0.02
Sep 2, 2002	\$0.38	\$0.05	\$22.42	\$2.24	\$1.54	\$1.80	\$0.25	\$28.25	\$0.02
Jan 1, 2003	\$0.39	\$0.05	\$23.24	\$2.32	\$1.54	\$1.90	\$0.25	\$29.25	\$0.02
Sep 1, 2003	\$0.40	\$0.05	\$23.55	\$2.36	\$1.54	\$1.90	\$0.25	\$29.60	\$0.02

4. EAD MINER

Effective Date	Union Admin	OPDC Admin	Hourly Wage Rate	Vacation/ Statutory Pay (10%)	Pension	Welfare	Training	Total Wage Package	Emp Ind Fund
Jan 9, 2001	\$0.36	\$0.05	\$21.15	\$2.12	\$1.54	\$1.70	\$0.20	\$26.71	\$0.02
Sep 3, 2001	\$0.36	\$0.05	\$21.38	\$2.14	\$1.54	\$1.70	\$0.20	\$26.96	\$0.02
Jan 1, 2002	\$0.37	\$0.05	\$21.70	\$2.17	\$1.54	\$1.80	\$0.25	\$27.46	\$0.02
Sep 1, 2002	\$0.38	\$0.05	\$22.06	\$2.21	\$1.54	\$1.80	\$0.25	\$27.86	\$0.02
Jan , 2003	\$0.39	\$0.05	\$22.88	\$2.29	\$1.54	\$1.90	\$0.25	\$28.86	\$0.02
Sep , 2003	\$0.40	\$0.05	\$23.20	\$2.32	\$1.54	\$1.90	\$0.25	\$29.21	\$0.02

5. MINER

Effective Date	Union Admin	OPDC Admin	Hourly Wage Rate	Vacation/ Statutory Pay (10%)	Pension	Welfare	Training	Total Wage Package	Emp Ind Fund
Jan 2001	\$0.36	\$0.05	\$21.05	\$2.11	\$1.54	\$1.70	\$0.20	\$26.60	\$0.02
Sep , 2001	\$0.36	\$0.05	\$21.28	\$2.13	\$1.54	\$1.70	\$0.20	\$26.85	\$0.02
Jan 2002	\$0.37	\$0.05	\$21.60	\$2.16	\$1.54	\$1.80	\$0.25	\$27.35	\$0.02
Sep , 2002	\$0.38	\$0.05	\$21.96	\$2.20	\$1.54	\$1.80	\$0.25	\$27.75	\$0.02
Jan 2003	\$0.39	\$0.05	\$22.78	\$2.28	\$1.54	\$1.90	\$0.25	\$28.75	\$0.02
Sep , 2003	\$0.40	\$0.05	\$23.10	\$2.31	\$1.54	\$1.90	\$0.25	\$29.10	\$0.02

6. MUCKER AND CONCRETE MEN

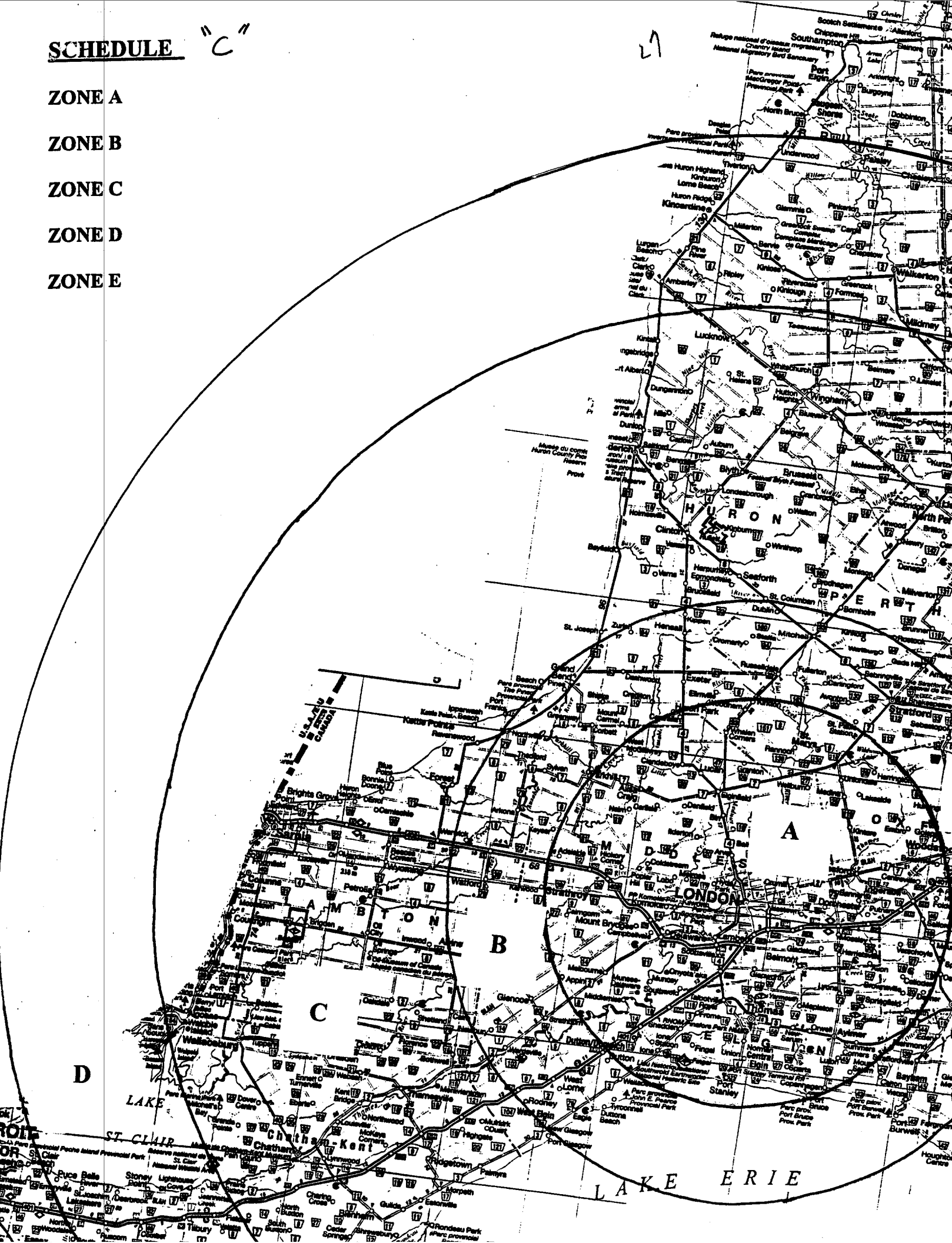
Effective Date	Union Admin	OPDC Admin	Hourly Wage Rate	Vacation/ Statutory Pay (10%)	Pension	Welfare	Training	Total Worker Package	Emp Ind Fund
Jan 9, 2001	\$0.36	\$0.05	\$20.91	\$2.09	\$1.54	\$1.70	\$0.20	\$26.44	\$0.02
Sep 3, 2001	\$0.36	\$0.05	\$21.14	\$2.11	\$1.54	\$1.70	\$0.20	\$26.69	\$0.02
Jan 1, 2002	\$0.37	\$0.05	\$21.45	\$2.15	\$1.54	\$1.80	\$0.25	\$27.19	\$0.02
Sep 2, 2002	\$0.38	\$0.05	\$21.82	\$2.18	\$1.54	\$1.80	\$0.25	\$27.59	\$0.02
Jan 1, 2003	\$0.39	\$0.05	\$22.64	\$2.26	\$1.54	\$1.90	\$0.25	\$28.59	\$0.02
Sep 1, 2003	\$0.40	\$0.05	\$22.95	\$2.30	\$1.54	\$1.90	\$0.25	\$28.94	\$0.02

RRSP

\$1.00 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.

SCHEDULE "C"

- ZONE A**
- ZONE B**
- ZONE C**
- ZONE D**
- ZONE E**





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Collingwood

Orangeville

Brampton

Hamilton

Mississauga

Toronto

Markham

Oshawa

Windsor

London

Kitchener

Waterloo

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