

RAILROAD AGREEMENT



BETWEEN

THE ONTARIO RAILROAD CONTRACTORS ASSOCIATION

(hereinafter called the "Employer")

- AND -

LABOURERS INTERNATIONAL UNION
OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT
COUNCIL

on behalf of its affiliated
Local Unions 183, 493, 527, 607, 625,
837, 1036, 1059 & 1089

(hereinafter called the "Union")



EFFECTIVE DECEMBER 1, 2019 TO NOVEMBER 30, 2022

14966 (02)

COLLECTIVE AGREEMENT

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**COLLECTIVE AGREEMENT
MASTER PORTION**

THIS AGREEMENT shall become effective the
1st day of December 2019

B E T W E E N :

THE ONTARIO RAILROAD CONTRACTORS ASSOCIATION

(hereinafter called the "Employer")

- and -

THE LABOURERS INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL,
on behalf of its affiliated Local Unions 183, 493, 527, 607,
625, 837, 1036, 1059 & 1089

(hereinafter called the "Union")

WHEREAS the parties have agreed to establish a Collective Agreement applicable to the Province of Ontario; and

WHEREAS the parties have agreed on standard language are desirous to have uniform interpretation and application of the Agreement; and

WHEREAS each Local Union represented by the District Council agrees to maintain the Council as their representative and agent for the purpose of bargaining collectively and concluding a Collective Agreement with the Employer in accordance with the Uniform Council Constitution and to delegate and they do hereby delegate to the District Council, as their representative and agent, their authority for members of their respective Local Unions who come within the scope of the Agreement and agree to not withdraw such authority nor to seek to bargain individually with the Employer.

NOW THEREFORE the parties agree as follows:

ARTICLE 1 - PURPOSE

1.01 The purpose of this Collective Agreement is to establish the wages, hours of work and certain other working conditions of the employees under this Agreement and the means by which grievances arising out of the interpretation, application and administration of this Agreement can be disposed of promptly and equitably.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees performing work covered by the classifications contained in this Agreement within the Province of Ontario, engaged in railroad construction, reconstruction, repair, maintenance, removal, alignment, grading, rehabilitation, emergency work, wherever located and without limiting the generality of the foregoing, includes work on railroad, public or private properties and rights of way of same for signal, railroad companies, transit authorities, mines, plants, factories, utilities, manufacturing, commercial, industrial or distribution facilities including associated or related work.

2.02 Non-working foremen, persons above that rank, office staff, survey and engineering staff are excluded from this Agreement. Attached hereto and forming part of this Agreement is Schedule "A" which sets out the classifications covered by this Agreement.

In the event new classifications are introduced under the

scope of this Agreement, the parties shall meet and negotiate the applicable wage rates which shall bear a proper ranking relationship to the wage rates set up in the Schedules of this Agreement.

2.03 Attached hereto as Schedule “B” is a list of Local Unions and their respective geographic jurisdictions.

ARTICLE 3 – UNION SECURITY

3.01 All employees, while working in a position covered by this Agreement shall, as a condition of employment, be a member of the Union and maintain such membership in good standing for the term of this Agreement.

3.02 The Employer shall be free to recall former employees, however, there will be no requirement for the Employer to recall an employee who had been laid-off longer than twelve (12) months, provided that such employees are in good standing with the Union. If an employee is sick at the time of recall, the time limit shall be extended to when the employee is medically fit to return to work. The employee shall furnish a medical certificate, if requested.

Should additional employees be required, the Employer will notify the applicable Local Union to provide such Local Union with an opportunity to refer employees with qualifications and experience appropriate for the type of work involved and if the applicable Local Union is unable to provide sufficient qualified employees within twenty-four (24) hours, the Employer will be free to hire from whatever source is available. Employees who are not members of the Union will have ten (10) working days to apply for membership in the Union and will not be subject to replacement should a member subsequently become available.

3.03 The Employer agrees to deduct from each employee covered by the terms of this Agreement, local working dues at the rate provided for in the home Local Union Schedule which shall be remitted to the Secretary- Treasurer of the home Local Union by the (15th) day of the month following the month in which such deductions were made.

3.04 The Employer agrees to deduct Local Union working dues in the amount of three percent (3%) per hour worked, District Council Working Dues in the amount of forty (\$0.40) cents effective December 1, 2013.

As a condition of employment, each Employer will deduct regular monthly union dues and working dues from the pay issued to employees each calendar month. The Union may direct the Employer to change the amount of dues upon thirty (30) days written notice. The Employer will also deduct the Union initiation fee (where such fee is applicable), providing employees authorize such deduction. It is recognized that in deducting the said initiation fee, employees may wish to have this amount deducted in two (2) successive steps and, if so, the Employer may deduct the initiation fees in this manner, upon notification from the Union.

3.05 Where the employee authorized the Employer, in writing, to deduct Union Initiation Fees from his pay, the Employer will honour such authorization and make and remit the deductions as authorized to the applicable Local Union.

3.06 The Union 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 any payment under this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 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 suspended, disciplined or 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.

(d) For work within the scope of the Signal's Appendix only, management staff may work alongside employees to assist in their training and development or to satisfy customer needs.

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

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 There shall be an earnest effort on the part of both parties to this Agreement, to settle promptly through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretation, application or administration of this Agreement.

5.02 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

(a) Any person who feels he has a complaint arising out of this Agreement shall first discuss such matter with his immediate supervisor for explanation or correction.

(b) Within thirty (30) days after the circumstances giving rise to the grievance occurred (except in the case of discharge grievances which shall be presented to the Employer in writing within five (5) days of the discharge) the parties shall meet and endeavour to settle the grievance.

The said grievance shall be in writing, shall contain the specific article(s) which the employee alleges were violated, and contain the circumstances surrounding the said violation as known at the time of filing.

A copy of the grievance shall be forwarded to the Association at the same time as delivered to the Employer.

Mail to:

Ontario Railroad Contractors Association
2186 Mountain Grove Ave, Suite 248
Burlington, Ontario L7P 4X4

Email to be addressed to both:

president@orca.contractors
secretary@orca.contractors

(c) If a satisfactory settlement is not reached within seven (7) 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 Employer at any time within five (5) days to resolve such grievance. In the event that a satisfactory settlement is not reached through this process the grievance may be submitted to Arbitration as provided for in Article 7, within fourteen (14) days of such meeting but not later.

5.03 Grievances dealing with alleged violation of payment for Vacation and Statutory Holiday Pay and Welfare contributions and dues may be brought forward within three (3) months of when such alleged violations became known or ought to have reasonably become known to the Union. It is further understood that the grievances arising out of alleged violations of rates of pay must be filed within fourteen (14) days after receiving the pay in dispute.

5.04 Grievances dealing with alleged violation of pension remittances shall be brought forward within thirty (30) days of receipt of the annual employee pension statement. Any adjustment will be made for the preceding calendar year.

ARTICLE 6 – EMPLOYER GRIEVANCES AND UNION 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 satisfaction of the parties concerned, it may be treated as a grievance and referred to Arbitration in the same manner as a grievance by an employee. Such grievance shall be processed at Step. No. 2 of the Grievance Procedure at any time within thirty (30) days after the circumstances giving rise to such grievance occurred or became known to the Employer.

6.02 A Union policy grievance which is defined as an alleged violation of this Agreement involving all or a substantial number of employees of the Employer in the bargaining unit in regard to which a substantial number of employees have signified an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in writing at Step No. 2 of the Grievance Procedure at any time within five (5) full working days after the circumstances giving rise to when such policy grievance occurred, or became known to the Union and if it is not settled at this stage, it may be referred to Arbitration in the same manner as a grievance of an employee.

ARTICLE 7 – ARBITRATION

7.01 The parties of this Agreement agree that any grievance properly arising under this Agreement which has been carried through all the steps of the Grievance Procedure outlined in Articles 5 and 6, which has not been settled, may be referred to a Board of Arbitration at the request of either of the parties.

7.02 Unless mutually agreed otherwise, the Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.

7.03 Within five (5) working days of the request of either party for Board, each party shall notify the other in writing of the name of its appointee.

7.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third member as Chairman within five (5) days of the notification mentioned above, the Minister of Labour of the Province of Ontario, will be asked to appoint a Chairman.

7.05 The decisions of the Board of Arbitration or a majority of such Board constituted in the above manner shall be binding on the parties to this Agreement.

7.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provision, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

7.07 Each of the parties to this Agreement will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman.

7.08 An affiliated Local Union intending to proceed to Arbitration before the Ontario Labour Relations Board under the provisions of section 133 of the Ontario Labour Relations Act, the said Local Union must send written notice to the Ontario Provincial District Council of its intent to proceed to final and binding Arbitration.

ARTICLE 8 - UNION REPRESENTATION

8.01 The Employer agrees to recognize such reasonable number of Stewards as may, from time to time, be appointed by the applicable Local Union. It is agreed that a Steward may be appointed from among employees who are experienced on the class of work covered by the Agreement. The Employer shall not be obligated to recognize such Stewards until it has been informed in writing by the applicable Local Union of the name of the Steward so appointed. It is recognized that a Steward is an employee of the Employer and has regular duties to perform. A Steward may not leave his duties without prior permission from his foreman. Such permission shall not be unreasonably withheld. The applicable Local Union shall inform the Employer in writing of those who cease to be Stewards.

The Steward will not be excluded from overtime work, by crew or project, provided he is able to perform the work required and shall be one (1) of the last two (2) retained by the Employer if competent to do the available work remaining.

8.02 The accredited representatives of the applicable Local Union shall have access to all working areas during working hours, as necessary, for the administration of this Agreement, but in no case shall such visits interfere with the progress of work. When visiting a job, he will first advise the superintendent or other supervisory personnel as designated by the Employer. When clearance is required from the owner, it is the responsibility of the representative to obtain such clearance and the Employer agrees to give such assistance as is required.

8.03 Certified Health & Safety Representative

The Certified Health & Safety Representative will not be excluded from overtime work, by crew or project, provided he is able to perform the work required and shall be one (1) of the last three (3) retained by the Employer if competent to do the available work remaining.

ARTICLE 9 – PRODUCTIVITY

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

9.02 The Union agrees it will not involve the Employer in any disputes which may arise between the Union and any other Employer and the employees of such other Employer. The Union further agrees that it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

9.03 When a work claim dispute arises between the Union or an affiliated Local Union which is party to this Agreement, 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*, where a work assignment has been made by the Employer, such assignment will not be changed.

9.04 **Cross-Over Clause**

In the event the Employer performs any road building, utility, sewer and watermain construction, pipeline construction, heavy construction or any other construction work, the Employer agrees to be bound by the applicable Union Agreements for any such work.

9.05 **Summer Students**

The employment of summer students during their school vacation period will be as agreed between the Employer and the applicable Local Union. Such Local Union may agree to waive the payment of initiation fees for such students and wage rates and other monetary conditions of employment must be mutually agreed upon by the applicable Local Union and the Employer. Unless otherwise agreed, summer students will not be subject to the mobility provision of Article 14.

9.06 **No Strike No Lockout**

During the lifetime of this Agreement, the Union agrees there will be no strike, slowdown or picketing or any other act which will interfere with the regular schedule of work and the Employer agrees that it will not cause or direct a lockout of its employees covered by this Agreement.

9.07 **Subcontracting**

The Employer agrees to subcontract railway work done by employees covered by this Agreement to Employers who have an

Agreement with the Union. If the company experiences difficulty fulfilling the requirements of this clause, the parties will meet to resolve this problem.

9.08 **Mobility**

There will be no restriction on the mobility of employees employed pursuant to this Agreement.

ARTICLE 10 – PAYMENT OF WAGES

10.01 (a) Wages shall be paid weekly by cash or cheque on the job or by direct deposit, at the option of the Employer and shall be accompanied by a slip outlining all hours of work, the hourly rate, vacation pay, overtime hours, deductions for income tax, EI, Canada Pension, etc., where applicable. In the event that wages are paid by cheque, payday will be on Thursday.

(b) In the case of layoff, all employees shall receive three (3) hours notice in advance of the layoff or pay in lieu of notice.

(c) Whenever Employment Insurance Forms and pay cheques are not given to employees at the time of termination, they shall be mailed by the Employer affected to the employee to the last known address within three (3) days of the time of termination.

(d) Payment of travel expenses and out-of-town allowances will be clearly identified on the cheque slip and will also be identified as required for tax returns.

ARTICLE 11 – HOURS OF WORK, RATES OF WAGES, VACATION, STATUTORY HOLIDAY ALLOWANCE, AND WORKING CONDITIONS

11.01 The following provisions regarding Hours of Work and Overtime, Vacation Pay and Statutory Holiday Allowance, Statutory Holidays, Travel and Reporting Pay are applicable to all work covered by this Agreement in the Province of Ontario.

11.02 (a) **Hours of Work**

The standard hours of work for all employees covered by this Agreement shall be ten (10) hours per day, fifty (50) hours per week, exclusive of travelling time to and from the job, from Monday to Friday.

(b) **Overtime**

Overtime at the rate of one and one-half times (1 1/2x) the employee's regular hourly rate shall be paid for hours worked outside the regular hours as described above. Overtime at the rate of two times (2x) the employee's regular straight time rate will be paid for hours worked on a Sunday or Statutory Holiday.

(c) **Snow clearing**

Snow clearing, which is separate from track work will not be subject to section 11.02 (b) above.

(d) Four (4) twelve (12) hour days and four (4) days off. Twelve (12) hours per day at ten (10) hours straight time and 1.5 after ten (10) hours and/or for all hours worked outside the four (4) days working cycle.

11.03 **Board and Travel**

(a) Daily transportation in a company vehicle shall be provided from the company yard or an assembly point to the work location and return each day. Assembly point to be determined by the Employer based on project requirements.

The regular hourly rate for daily travel will be paid to employees travelling in a company vehicle in excess of thirty (30) minutes each way. Benefits and overtime are not applicable to travel, except as stated below.

When travelling from job to job on the same day, the hourly rate plus benefits will be paid.

(b)(i) When an employee is required by his Employer to work out of town and to be away from his normal place of residence overnight, such employees shall be provided with suitable sleeping accommodation and a meal allowance. The meal allowance is fifty-eight dollars (\$58.00) per day.

(b)(ii) The Employer shall also provide a meal allowance of fifteen (\$15.00) to any employee that works more than twelve (12) hours during a shift when they are working in-town and returning to their normal place of residence.

(c) Employees travelling in a company vehicle to an out of town job will be paid the regular hourly rate at the start of the job and return at the end of the job, in excess of 30 minutes each way. This allowance will not be paid to employees returning home on weekends, in a company vehicle, prior to the completion of such out of town jobs, unless the employees are sent to another location prior to the completion of the out of town project. In such cases, the applicable travel allowance will be paid. If company vehicles are not available, at the discretion of the employer, employees may drive personal vehicles to start an out of town job and a vehicle travel allowance will be paid as per the terms of the Canada Revenue Agency (CRA). The travel allowance will also be paid upon the completion of the out of town job. Applicable travel allowance will be paid as per terms of CRA (Canada Revenue Agency).

(d) When truck drivers are required to deliver “materials only” to job sites, excluding periodic drop offs, this will be computed as regular working hours and their overtime will be paid accordingly. Drivers will be paid regular rates, plus benefits.

(e) T2202 or other such form as is required by CRA will be provided to all employees along with statement of reimbursed expenses.

11.04 Holidays

(a) Vacation Pay and Statutory Holiday Pay Allowance will be calculated at the rate of ten percent (10%) of gross earnings. Vacation and Statutory Holiday Pay will be remitted to the Vacation with Pay Trust Fund designated by the Union. Such Trust Fund will be jointly and equally trustee. For those local Unions who do not have a Vacation Pay Trust Fund, the vacation pay rate of ten percent (10%) shall be included in the member's weekly pay.

It is understood and agreed that the Vacation Pay and Statutory Holiday Pay Allowance is to be considered in lieu of Statutory Holiday Pay.

(b) The following shall be recognized Statutory Holidays:

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

11.05 An employee who reports for work at his normal starting time, who had not been told in advance not to report, will receive four (4) hours work or pay in lieu thereof. Such allowance will be one (1) hour if unavailability of work is due to inclement weather. One (1) hour will apply for reporting to the assembly point.

11.06 Remembrance Day

a) Employees who are veterans shall be entitled to the day off with pay, (eight (8) regular hours) on Remembrance Day (November 11) or a day in lieu of.

b) Proof of military service must be provided to the Employer upon request.

11.07 The parties to the Collective Agreement recognize that Track Production Gang Work has different requirements than other work performed under the Collective Agreement. Accordingly, the parties agree as follows:

1. Definitions

“ **Track Production Gang Work**” is work that is performed by a crew of eight (8) or more that performs work under this Agreement on an operating railway such as CN, CP, GO, OVR, etc. It is understood that a crew may consist of different employees over the course of the year and may consist of the Employer’s regular employees and/ or employees who are provided by a Union Local through the referral provisions of Article 3.02. It is understood that the crew may work on different contracts throughout the course of the year while moving throughout the province.

Further, travel and or work assignments may include locations outside of Ontario, in which case the terms and conditions of this Agreement shall remain in effect for all Employees normally governed by same. In addition, the Union and the Employer agrees to discuss project specific requirements which may require one time only modifications to certain articles of this Agreement.

2. Hours of Work and General Labour

It is agreed that Track Production Gang Work may either be performed using the standard hours of work set out in the Collective Agreement or by using the following modified provisions with respect to hours of work and overtime:

Standard hours of work for a two (2) week work cycle of then (10) hours per day for ten (10) continuous days followed by four (4) days off. The ten (10) continuous days shall consist in the first week of

Tuesday through Saturday inclusive and in the second week Sunday through Thursday inclusive. Overtime shall be paid at the rate of one and one half times (1-1/2) the employee's regular hourly rate for hours worked outside their regular hours. Overtime at the rate of two times (2X) the employee's regular straight time rate will be paid for hours worked on the last two (2) days off in the two (2) week work cycle.

In addition, employees working on this two (2) week work cycle shall receive a shift premium of one dollar (\$1.00) an hour for all hours worked on this ten (10) days of four (4) days off shift.

3. The Employer shall be entitled to utilize employees in a classification of "General Labour" for Track Production Gang Work. General Labour employees are to be paid at seventy percent (70%) of the Trackman 'A' rate and the use of General Labour employees are subject to the following restrictions:

(a) General Labour employees may only be utilized on production gang work.

(b) Employees currently classified as Trackmen, Trackmachine Men or Working Foreman shall never be demoted or displaced into the General Labour classification even if they are only performing unskilled work.

ARTICLE 12 – MAINTENANCE OF EXISTING RATES

12.01 No present employee shall suffer a reduction of his rate of wages, vacation and statutory holiday's allowance, pension, welfare and other benefits through the introduction of this Collective Agreement. The provision of this clause is subject, however, to the mobility provision as described in Article 14 of this Collective Agreement.

ARTICLE 13 – JOINT LABOUR MANAGEMENT COMMITTEE

13.01 A Joint Labour Management Committee shall be established consisting of two (2) Senior Representatives of the Employer and an equal number from the Union. They shall meet on quarterly basis and will be responsible for improving Labour Management Relations, productivity and formulating recommendations aimed at bringing about standard provisions in the Collective Agreement on matters such as Hours of Work, Overtime, Statutory Holidays, Classifications, Shift Premiums, Employee Benefits, Board Allowances and One Standard Agreement covering all employees.

The Labour Management Committee will develop the procedure to be followed and method of recording the qualifying time worked by employees in the Trackman 'B' and Trackman 'C' categories.

ARTICLE 14 – MOBILITY

14.01 The parties to this Agreement acknowledge that because of the extraordinary safety requirements of railroad work and the specialized nature of the work covered by this Agreement, it is necessary that the Employer have experienced and qualified employees and both parties shall cooperate to the end that all employees hired for work under this Agreement will be capable of performing such work in an experienced, efficient and safe manner.

14.02 Once an original crew is assembled and employed in conformity with this Agreement, the Employer shall have the right to keep such crew on all work within the geographic area covered by this Agreement.

14.03 Employees classified as Trackman 'B' or Trackman 'C' (unskilled) will be hired locally provided that a Local Union receiving notice under Article 15.01 immediately confirms that it has qualified members available in sufficient numbers to meet the Employer's requirements in the area where the job is located. If confirmation is not received within twenty-four (24) hours, the mobility provisions of this Article will apply.

14.04 There will be no restriction on the mobility of employees engaged in emergency work. Emergency work will be defined as work that is expected to last not more than four (4) consecutive working days.

14.05 Track retirements or take-up work shall be excluded from this Agreement, except that regular employees assigned to such work will continue to receive the rates and conditions contained in its Agreement, this exemption will apply to employees hired for such track retirement or take-up work.

Clarification: This Article only applies for track retirement. The regular schedule of wages shall apply when work is done by regular forces.

ARTICLE 15 – PRE-JOB OR JOB CONFERENCE

15.01 The Employer will notify the applicable Local Union when undertaking work in a geographic area other than the area in which he normally works. Except for an emergency situation, the company agrees to notify the local Union when working in their jurisdiction, in case of an emergency the company agrees to make its best effort to notify the local Union.

15.02 A pre-job conference may be called at the request of either party.

15.03 The provisions of Article 15.02 will not apply to emergency work.

ARTICLE 16 – PROTECTIVE CLOTHING

16.01 On all jobs where employees are continuously employed, shelter (heated when necessary) will be provided for employees to eat their lunch and store their clothing. The facilities referred to herein will be provided before production work commences on the job. It is understood that the provisions of this section do not apply to jobs of less than thirty (30) working days duration.

16.02 Sanitary toilets shall be provided in accordance with the provisions of the *Occupational Health and Safety Act* of Ontario.

16.03 The Employer shall supply approved safety helmets, safety glasses, leg protection, gloves, CSA certified rubber boots, swamper suits for Vac Truck Employees and other protective and wet weather equipment when required, to employees at no cost. Employees are required to wear personal protective clothing and apparatus as required for the work they are engaged in. They will be responsible for maintaining PPE in good condition and will be required to return such equipment in good condition subject to normal wear.

16.04 Drinking water and paper cups will be provided for employees on all jobs and that washing water will be provided where outlets are available to the Employer. If a trailer is used at the job site for storage of tools and equipment, in addition to use as lunchroom facilities (heated when necessary), the tool storage area will be partitioned off.

16.05 The Employer shall furnish to an employee injured in his employment who is in need of it, immediate transportation to a hospital or to a physician.

16.06 An employee who is injured in the course of his employment and is required to leave for treatment or is sent home because of such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

16.07 The trucks to be used to transport employees will be covered. No materials will be carried in the trucks in a manner endangering the safety of the employees being transported.

16.08 No employee will be discharged by his Employer because he fails to work in unsafe conditions contrary to the provisions of the *Occupational Health and Safety Act* of Ontario. Any refusal by an employee to abide by such regulations after being duly warned will be sufficient cause for dismissal.

16.09 The Employer agrees to provide employees, whose hours are over 800 per year, an allowance \$600.00 per calendar year towards work boots. Receipt for the work boots is not necessary.

16.10 No personal entertainment devices such as phones, Blackberries, iPhones, iPods and/or similar devices shall be used during working hours, nor shall they be turned on, except during lunch breaks, regular work breaks, job site emergencies, or where prior approval is obtained from the employee's supervisor. Steward has right to use cell phone.

ARTICLE 17 – TRUST FUNDS

17.01 Trust Fund contributions shall be remitted by the fifteenth (15th) day of the month following the month for which contributions are made, together with such supporting information as is specified by the Trustees of the Funds.

17.02 At no time shall Employer contributions due to the Trust Funds provided herein be paid directly to the employees.

17.03 It is agreed that the Trustees of the Benefit Fund shall be empowered to charge interest at two percent (2%) per month, twenty-four percent (24%) per annum, on failure of an Employer to make payments due to the Trust Fund in accordance with Article 17.01 above.

17.04 With reasonable cause, the Trustees of a Trust Fund to which an Employer is obliged to contribute, may appoint an independent chartered accountant to enter 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 Audit Statement in reply to questions submitted by the Trustees in this regard.

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

17.06 The Employer agrees that pension and welfare contributions shall be remitted to the Trust Fund of the home Local Union as designated by each employee at the time of hire.

ARTICLE 18 – PENSION, WELFARE, TRI-FUND, ETC. CONTRIBUTIONS

18.01 The Employer agrees to contribute the amounts for pension, health and welfare and Tri-Fund, including industry fund contributions, as set out in Schedule 'A' of this Agreement for each hour worked to the appropriate Trust Funds designed in the attached Schedule 'C' to receive such amounts.

Schedules 'A' and 'C' attached hereto are hereby made part of this Agreement.

It is agreed and understood that all contributions shall be remitted monthly to the applicable Union Trust Fund no later than the fifteenth (15th) day of each month following the month for which deductions were made.

18.02 The Union, upon thirty (30) days' notice, may amend any of the contributions or deductions, provided that the total wage package remains the same.

18.03 Any provincial or federal taxes required to be paid by the Employer on contributions under this Agreement are not included in the specified amounts set out herein.

The Employer shall pay provincial retail sales tax on contributions to the Members Benefit Fund and remit such taxes to the said Fund, together with the contributions on which such tax is paid.

ARTICLE 19 – GOVERNMENT LEGISLATION

19.01 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.

19.02 Deemed Assignment of Compensation under the Employment Standards Amendment Act, 1991 - The Trustees of the Employee Benefit Plans referred to in this Collective Agreement shall promptly notify the Union of the failure by any Employer to pay any employee

benefit contributions required to be made under this Collective Agreement and which are owed under 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 20 – REFRESHMENT AND LUNCH BREAK

20.01 An employee will be allowed to have one (1) paid refreshment break of fifteen (15) minutes during each half (1/2) of his working shift.

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

20.03 The parties agree that the use of non-prescription drugs and alcohol jeopardizes job safety and performance, as well as the well being of the employees generally. The use of non-prescription drugs and alcohol by any person(s) on the job site is not acceptable and will not be tolerated. The parties agree to cooperate and work towards a drug and alcohol-free workplace.

ARTICLE 21 – AMENDMENT OR EXEMPTION

21.01 Where the application of certain Articles or Appendices of this Agreement work a hardship on the Employer, the parties may reach a Memorandum of Amendment or Exemption in writing, to amend or except certain clauses or provisions of this Agreement.

A Memorandum of Exemption or Amendment shall be signed by the Association and the Union and will apply equally to all contractors bound to this Agreement and member Local Unions for the area involved and during the term of such exemption or amendment.

ARTICLE 22 – APPRENTICE PROGRAM

22.01 The parties agree to recognize and support the Construction Craft Workers Apprenticeship with the Ministry of Training, Colleges and Universities. They also agree to participate in Local Apprenticeship Committees (LAC) to develop and implement programs and plans of training for work covered by this Agreement. Such programs and plans of training shall be incorporated in their entirety into and form part of this Agreement.

ARTICLE 23 – DURATION OF AGREEMENT

23.01 This Agreement shall become effective on the 1st day of December 2019 and shall remain in effect until the 30th day of November 2022 and shall continue in force from year to year thereafter, unless either party shall furnish to other with notice of termination or proposed revision of this Agreement within ninety (90) days before the 30th day of November 2022, or in a like period in any year thereafter.

ARTICLE 24 – BEREAVEMENT LEAVE

24.01 The employer will grant upon request three (3) working days leave of absence with pay at the rate of two hundred and fifty dollars (\$250) per day for the employee to attend or assist in planning the funeral of his or her father, mother, spouse, child, brother, sister, grandparent, current father-in-law or mother-in-law. This payment will apply where it is not otherwise covered by an employee's existing benefit plan.

ARTICLE 25 – SIGNAL WORK

For employers engaged in railroad signal and communication construction and maintenance, please refer to the Signal Appendix which forms part of this Agreement.

ARTICLE 26 – RAILROAD MAINTENANCE & INSPECTION APPENDIX FOR GO TRANSIT

For employers engaged in railroad maintenance and inspection work on GO Transit jobs or sites, please refer to the Railroad Maintenance & Inspection Appendix for GO Transit which forms part of this 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 signature this 22nd day of May, 2020

FOR THE ASSOCIATION:

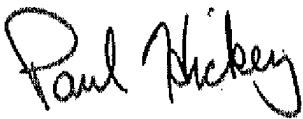


Peter Murdza

(Print Name)

(Print Name)

FOR THE UNION:



Paul Hickey

(Print Name)

LETTER OF UNDERSTANDING NO. 1

Between:

ONTARIO RAILROAD CONTRACTORS ASSOCIATION

(the “Employer”)

-and-

**LABOURERS INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL AND ITS AFFILIATED
LOCALS 183, 493, 527, 607, 625, 837, 1036, 1059 AND 1089**

(the “Union”)

THE PARTIES AGREE AS FOLLOWS:

Regular and new employees, shall be required to obtain the following certificates within twelve (12) months from date of employment:

- Confined Spaces
- Traffic Control
- Standard First Aid - CPR
- WHMIS
- Working at Heights

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

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

CROR will start training two (2) times per year but will not come into effect until there is a qualified trainer available to the Union. The Employees will assist to help the Union to obtain trainers and arrange suitable times for training to be conducted.

Dated this 22nd day of May, ~~2019~~. 2020.

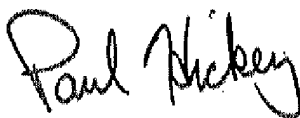
FOR THE ASSOCIATION:



Peter Murdza

(Print Name)

FOR THE UNION:



Paul Hickey

(Print Name)

(Print Name)

LETTER OF UNDERSTANDING NO.2

Between:

ONTARIO RAILROAD CONTRACTORS ASSOCIATION

(the “Employer”)

-and-

**LABOURERS INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL AND ITS AFFILIATED
LOCALS 183, 493, 527, 607, 625, 837, 1036, 1059 AND 1089**

(the “Union”)

WHEREAS the Parties wish to make explicit the division of work between the Railroad Maintenance & Inspection Agreement and the Railroad Agreement;

THE PARTIES AGREE AS FOLLOWS:

1. The Railroad Maintenance & Inspection Agreement between the Employer and the Union was negotiated for, and applies to, railway inspection and general track maintenance for an operating railway for GO Transit only.

2. Subject to paragraph 1 above, all other railroad work is to be performed pursuant to the terms of the Railroad Agreement.

Dated this 22nd day of May, 2019. 2020.

FOR THE ASSOCIATION:

FOR THE UNION:



Peter Murdza

Paul Hickey

(Print Name)

(Print Name)

(Print Name)

LETTER OF UNDERSTANDING NO. 3
PARKING

Between:

ONTARIO RAILROAD CONTRACTORS ASSOCIATION

(the “Employer”)

-and-

**LABOURERS INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL AND ITS AFFILIATED
LOCALS 183, 493, 527, 607, 625, 837, 1036, 1059 AND 1089**

(the “Union”)

THE PARTIES AGREE AS FOLLOWS:

The Association and the Union agree that for all current and future LRT projects where parking for employees is not available, the Union and the Employer shall work together to find suitable parking and/or transportation to and from the projects/ jobsites, at no cost to the employees.

Dated this 22nd day of May, ~~2019~~. 2020.

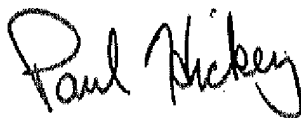
FOR THE ASSOCIATION:



Peter Murdza

(Print Name)

FOR THE UNION:



Paul Hickey

(Print Name)

(Print Name)

SCHEDULE "A"

CLASSIFICATIONS AND RATES OF PAY

Effective Date	Hourly Rate	Vac. Pay	Health & Welfare*	Pens.	Training Fund	Tri- Fund	Total Pkg.	WD Ded.	OPDC Dues	Industry Fund
Trackman 'A'										
2018-12-01	32.49	3.25	3.97	9.00	0.15	0.05	48.91	3%	0.40	0.10
2019-12-01	33.35	3.34	4.27	9.00	0.15	0.05	50.16	3%	0.40	0.10
2020-12-01	34.22	3.42	4.57	9.00	0.15	0.05	51.41	3%	0.40	0.10
2021-12-01	35.08	3.51	4.87	9.00	0.15	0.05	52.66	3%	0.40	0.10
Trackman 'B'										
2018-12-01	30.24	3.03	3.97	9.00	0.15	0.05	46.44	3%	0.40	0.10
2019-12-01	31.11	3.11	4.27	9.00	0.15	0.05	47.69	3%	0.40	0.10
2020-12-01	31.97	3.20	4.57	9.00	0.15	0.05	48.94	3%	0.40	0.10
2021-12-01	32.84	3.28	4.87	9.00	0.15	0.05	50.19	3%	0.40	0.10
Trackman 'C'										
2018-12-01	27.98	2.80	3.97	9.00	0.15	0.05	43.95	3%	0.40	0.10
2019-12-01	28.85	2.88	4.27	9.00	0.15	0.05	45.20	3%	0.40	0.10
2020-12-01	29.71	2.97	4.57	9.00	0.15	0.05	46.45	3%	0.40	0.10
2021-12-01	30.57	3.06	4.87	9.00	0.15	0.05	47.70	3%	0.40	0.10
Trackmachine Man										
2018-12-01	33.24	3.32	3.97	9.00	0.15	0.05	49.73	3%	0.40	0.10
2019-12-01	34.10	3.41	4.27	9.00	0.15	0.05	50.98	3%	0.40	0.10
2020-12-01	34.96	3.50	4.57	9.00	0.15	0.05	52.23	3%	0.40	0.10
2021-12-01	35.83	3.58	4.87	9.00	0.15	0.05	53.48	3%	0.40	0.10
Working Foreman										
2018-12-01	34.44	3.45	3.97	9.00	0.15	0.05	51.06	3%	0.40	0.10
2019-12-01	35.31	3.53	4.27	9.00	0.15	0.05	52.31	3%	0.40	0.10
2020-12-01	36.17	3.62	4.57	9.00	0.15	0.05	53.56	3%	0.40	0.10
2021-12-01	37.04	3.70	4.87	9.00	0.15	0.05	54.81	3%	0.40	0.10
General Labour										
2018-12-01	23.19	2.32	3.97	9.00	0.15	0.05	38.68	3%	0.40	0.10
2019-12-01	24.05	2.41	4.27	9.00	0.15	0.05	39.93	3%	0.40	0.10
2020-12-01	24.92	2.49	4.57	9.00	0.15	0.05	41.18	3%	0.40	0.10
2021-12-01	25.78	2.58	4.87	9.00	0.15	0.05	42.43	3%	0.40	0.10
Mainline Production Tamper Operator (Mark IV)										
2018-12-01	34.26	3.40	3.97	9.00	0.15	0.05	50.83	3%	0.40	0.10
2019-12-01	35.10	3.51	4.27	9.00	0.15	0.05	52.08	3%	0.40	0.10
2020-12-01	35.96	3.60	4.57	9.00	0.15	0.05	53.33	3%	0.40	0.10
2021-12-01	36.83	3.68	4.87	9.00	0.15	0.05	54.58	3%	0.40	0.10

*For Local 183 – The Health and Welfare contribution includes Retiree Fund (\$0.10; \$0.20; \$0.30) and Promo Fund (\$0.05; \$0.10; \$0.15)

General Labourer

Shall be paid at seventy percent (70%) of the Trackman "A" hourly rate plus all regular contributions and deductions. Employees hired into this classification must be apprentices referred to the employer by the Union and shall remain in the classification of General Labourers for six (6) months. General Labourers shall be the first laid off if there is a reduction of the work force. The ratio of General Labourers to Trackmen shall not exceed 1:4 (i.e. one (1) General Labourer for every four (4) Trackmen).

Underground Workers

A premium pay of dollar one fifty (\$1.50) per hour will be paid when employees are working underground in mines and tunnels.

Production Gang Work

Shift premium of one dollar (\$1.00) an hour for all hours worked on 10 days (10), 4 days (4) off shift as per Letter of Understanding No.3.

Bonus Wage Increase

The wage rate will increase fifty cents (\$0.50), in the second year of the contract, if the Union is able to certify and enter into a collective agreement with one of the four non-union companies identified below.

The wage rate will increase fifty cents (\$0.50), in the third year of the contract, if the Union is able to certify and enter into a collective agreement with two of the four non-union companies identified below.

New Rate Schedule (Night Shift Premium)

A new rate schedule of thirty-five cents (\$0.35) per hour shall be paid for all hours worked between 21:00 and 05:00. This amount shall increase to fifty cents (\$0.50) per hour effective December 1, 2020 and sixty-five cents (\$0.65) per hour effective December 1, 2021.

Targeted Non-Union Companies

1. Total Track.

APPENDIX “A” TO MASTER SCHEDULE “A”

This letter sets out in general terms the skill requirements of employees in the Trackman ‘A’ classification and the agreed training and probation periods for the Trackman ‘B’ and Trackman ‘C’ classifications.

Trackman ‘A’

- Must be qualified in current operating and safety rules of railroad companies.
- Must be familiar with hand tools and their use.
- Must be able to operate the following and similar hand and power tools
 - Rail Saw
 - Drill
 - Bolting Machine
 - Track Jack
 - Spike Puller
 - Spike Driver
 - Rail Grinder
 - Rail Shear
 - Torch
 - Thermite Welding
 - Vibratool Tamper
 - Compactor 100 HP and under
- Must be able to unload ballast
- Must be familiar with rail sections and accessories and correct installation procedure
- Must be familiar with switch installation, layout and construction and must be able to do switch adjustment
- Cement finishers/ Formsetters to receive Trackman “A” rate

An employee classified as Trackman ‘C’ would remain so classified for a maximum period of 1 calendar year before being promoted to Trackman ‘B’; an employee classified as Trackman ‘B’ would remain so classified for a minimum period of ninety (90) working days before being eligible for promotion to Trackman ‘A’.

APPENDIX “B” TO MASTER SCHEDULE “A”

Without limiting the generality of this Agreement, the following is a list of equipment that is included in the ‘Trackmachine Man’ classification.

1. Ballast Regulator, Snow Plow & Broom Attachment
2. Hi Rail Track Equipment - Rail Crane, Speedswing, Donelli, Shuttle Wagon
3. Tie Crane
4. Tie Remover
5. Tie Inserter
6. Boom Truck - Including Tractor Trailer
7. Automatic Spike Driver
8. Automated Track Under/Cutter
9. Automated Track Sled
10. Anchor Applicator
11. Anchor Snubber
12. Locomotive Driver
13. Skid Steer Loader
14. Compactor, over 100 H.P.
15. Fork Lift
16. Front End Loader Operator
17. Vac Truck

SCHEDULE “B”

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

44 Hughson Street South

Phone: (905) 522-7177

Hamilton, Ontario L8N 2A7

Fax: (905) 522-9310

Regional Manager: Joseph Mancinelli

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

1315 North Service Road East Suite 701 Phone: (289) 291-3678

Oakville, Ontario L6H 1A7

Fax: (289) 291-1120

Business Manager: Jack Oliveira

Labourers’ International Union of North America, Local 183

1263 Wilson Avenue, Suite 200

Phone: (416) 241-1183

North York, Ontario M3M 3G3

Fax: (416) 241-9845

Business Manager: Jack Oliveira

Local 183

Metropolitan Toronto, the Counties of York and Peel, the Township of Esquesing, and the Towns of Oakville and Milton in the County of Halton, and the Township of Pickering in the County of Ontario and the County of Simcoe. The work jurisdiction of Local 183 shall be determined in accordance with the Agreement on jurisdiction between Local 183 and Local 506 which Agreement was ratified and accepted by the Labourers’ International Union of North America.

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.

The Counties of Wellington and Dufferin.

Labourers’ International Union of North America, Local 183 – Kingston

145 Dalton Avenue, Suite 1	Phone: (613) 542-5950
Kingston, Ontario K7K 6C2	Fax: (613) 542-2781
Business Manager: Jack Oliveira	

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

Labourers’ International Union of North America, Local 493

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

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 of latitude, including a fifty (50) mile radius of the Timmins Federal Building, Cockburn and all other islands situated in Georgian Bay of Lake Huron.

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

Phone: (807) 622-0607

Thunder Bay, Ontario P7C 5V3

Fax: (807) 622-0454

Business Manager: Terry Varga

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 19.

Labourers' International Union of North America, Local 625

2155 Fasan Drive

Phone: (519) 737-0373

Oldcastle, Ontario N0R 1L0

Fax: (519) 737-0380

Business Manager: Rob Petroni

The Counties of Essex and Chatham-Kent.

Labourers' International Union of North America, Local 837

44 Hughson Street South

Phone: (905) 529-1116

Hamilton, Ontario L8N 2A7

Fax: (905) 529-2723

Business Manager: Manuel Bastos

Niagara Phone:

(905) 227-1837

The 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 837
Cambridge**

330 Industrial Road

Phone: (519) 653-3333

Cambridge, Ontario N3H 4R7

Fax: (519) 653-8086

Business Manager: Manuel Bastos

The County of Brant and Norfolk County, and the Regional Municipality of Waterloo (except that portion of the geographic Township of Beverly annexed by North Dumfries Township).

Labourers' International Union of North America, Local 1036

395 Korah Road

Phone: (705) 942-1036

Sault Ste. Marie, Ontario P6C 4H5

Fax: (705) 942-1015

Business Manager: Wayne Scott

The District of Algoma, 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

635 Wilton Grove Road

Phone: (519) 455-8083

London, Ontario N6N 1N7

Fax: (519) 455-0712

Business Manager: Brandon MacKinnon

The Counties of Middlesex, Huron, Bruce, Perth, Oxford and Elgin, recognized as Ontario Labour Relations Board Area 3, and the County of Grey, recognized as Ontario Labour Relations Board Area 28.

Labourers' International Union of North America, Local 1089

1255 Confederation Street

Phone: (519) 332-1089

Sarnia, Ontario N7S 4M7

Fax: (519) 332-6378

Business Manager: Mike Maitland

The County of Lambton.

SCHEDULE "C"

FUND NAMES AND REMITTANCE ADDRESSES FOR ALL TRUST FUNDS

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

Pension and OPDC Dues:

For all Local Unions, make cheque payable to:

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

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

Tri-Fund:

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

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

Welfare, Vacation and Holiday Pay:

Local Union:	Payable To:	Mail To:	Phone/Fax:
Local 183 (Toronto)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave.,Ste. 205 Toronto, ON M2M 3G2	Tel: (416) 240-7480 Fax:(416) 240-7488
Local 183 (Oshawa)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave.,Ste. 205 Toronto,ON M2M 3G2	Tel: (416) 240-7480 Fax:(416) 240-7488

Local Union:	Payable To:	Mail To:	Phone/Fax:
Local 183	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave. Ste.205 Toronto, ON M2M 3G2	Tel: (416) 240-7480 Fax: (416) 240-7488
Local 183 Local Fund 1	Local 183 Local Fund 1		
Local 183 (Kingston)	Local 183 Training and Rehabilitation Fund	c/o Local 183, 1263 Wilson Ave., Ste. 200 Toronto, ON M2M 3G2	
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, Health and Safety Trust Funds	c/o LiUNA Local 527 6 Corvus Court Ottawa, ON K2E 7Z4	Tel: (613) 521-6565 Fax:(613) 521-6580
Local 607	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	Tel: (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 N0R 1L0	Tel: (519) 737-0373 Fax:(519) 737-0380
Local 625 - Funds	LIUNA Local 625 Training Fund	c/o LiUNA Local 625 2155 Fasan Drive Oldcastle, ON N0R 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	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	Local 837 (Hamilton) Vacation Pay Trust Fund		

Local Union:	Payable To:	Mail To:	Phone/Fax:
Local 1036	Labourers' Local 1036 Employee 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 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	
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 635 Wilton Grove Rd. London, ON N6N 1N7	Tel: (519) 455-8083 Fax: (519) 455-0712
Local 1059 - GRRSP	Local 1059 GRRSP Fund	Or designated alternative with 60 days written notice by Local 1059	
Local 1089	Labourers' Local 1089 (Sarnia) Benefit Trust Fund	All remittances to: c/o LIUNA Local 1089 1255 Confederation Street Sarnia, ON N7S 4M7	Tel: (519) 332-1089 Fax: (519) 332-6378
Local 1089 -GRSP	Labourers' Local 1089 G.R.S.P. Fund		
Local 1089 - Training	The Administrator of Local 1089 Training Fund		

**APPENDIX TO MASTER RAILROAD AGREEMENT
FOR SIGNAL WORK**

**BETWEEN
THE ONTARIO RAILROAD
CONTRACTORS ASSOCIATION**

(hereinafter called the “Employer”)

**- AND -
LABOURERS INTERNATIONAL UNION
OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL
on behalf of its affiliated
Local Unions 183, 493, 527, 607, 625,
837, 1036, 1059 & 1089**

(hereinafter called the “Union”)

Effective December 1, 2019 to November 30, 2022

WHEREAS the parties have recognized those bound by the Railroad Agreement have a legitimate operational need to introduce new classifications to the Railroad Agreement with respect to work performed by the Signal Division in the Province of Ontario; and

WHEREAS the parties have agreed on standard language are desirous to have uniform interpretation and application of the Railroad Agreement and this Appendix; and

WHEREAS this Local Union represented by the District Council agrees to maintain the Council as their representative and agent for the purpose of bargaining collectively and concluding a Collective Agreement with the Employer in accordance with the Uniform Council Constitution and to delegate and they do hereby delegate to the District Council, as their representative and agent, their authority for members of their respective Local Union who come within the scope of the Agreement and agree to not withdraw such authority nor to seek to bargain individually with the Employer.

NOW THEREFORE the parties agree as follows:

ARTICLE 1 – PURPOSE

1.01 The purpose of this Appendix is to establish the wages, hours of work and certain other working conditions of the employees working in the Signal Division and the means by which grievances arising out of the interpretation, application and administration of this Appendix can be disposed of promptly and equitably.

ARTICLE 2 – RECOGNITION

2.01 Pursuant to Article 2.01 of the Master Portion, the Employer confirms its recognition of the Union as, *inter alia*, the sole and exclusive bargaining agent for all employees performing work covered by the classifications contained in this Appendix within the Province of Ontario, engaged in railroad signal and communication construction and maintenance, which includes work on railroad, public or private properties and rights of way of same for railroad companies, transit authorities, mines, plants, factories, manufacturing, commercial, industrial or distribution facilities including associated or related work

and confirms that this Appendix shall apply to all such railroad signal and communication construction and maintenance work.

ARTICLE 3 – UNION SECURITY

3.01 All employees, while working in a position covered by this Appendix shall, as a condition of employment, be a member of the Union and maintain such membership in good standing for the term of this Agreement.

3.02 Should employees be required by the Employer, the Employer may hire from whatever source is available based on required skill sets or may recall laid off employees who have the qualifications required by the Employer for the work to be done.

When an Employer hires a new employee, the first three (3) months of employment shall be considered a probationary period during which time the probationary employee's employment may be terminated in the Employer's discretion. The termination of employment of a probationary employee shall not be subject to the grievance and arbitration procedures of this Collective Agreement.

Employees who are not members of the Union will have thirty (30) working days to apply for membership in the Union.

ARTICLE 4 – HOURS OF WORK, RATES OF WAGES, VACATION, STATUTORY HOLIDAY ALLOWANCE, AND WORKING CONDITIONS

4.01 The following provisions regarding Hours of Work and Overtime, Vacation Pay and Statutory Holiday Allowance, Statutory Holidays, Travel and Reporting Pay are applicable to all work covered by this Appendix in the Province of Ontario.

4.02 Hours of Work

Due to the nature of the business, railway signal and communication work requires flexible hours, varied work cycles and hours of duty. The following are standard work cycles that may apply.

- 1) 4, 10 hour days on and 3 days off per 7 day cycle.

Overtime shall be at the rate of one and one half (1½) times the employee's regular hourly rate for any hours worked over 10 hours in a day or forty (40) hours in a seven (7) day period.

- 2) 8, 10 hour days on and 6 days off per 14 day cycle.

Overtime shall be at the rate of one and one half (1½) times the employee's regular hourly rate for any hours worked over 10 hours in a day or eighty (80) hours in a fourteen (14) day period.

- 3) 5, 8 hour days on and 2 days off per 7 day cycle.

Overtime at the rate of one and one half, (1-1/2) the employee's regular hourly rate will be paid for any hours worked over 8 hours in a day or forty (40) hours in a seven (7) day period.

- 4) 10, 8 hour days on and 4 days off per 14 day cycle.

Overtime shall be at the rate of one and one half (1½) times the employee's regular hourly rate for any hours worked over 8 hours in a day or eighty (80) hours in a fourteen (14) day period.

- 5) 15, 8 hour days and 6 days off per 21 day cycle.

Overtime at the rate of one and one half, (1-1/2) the employee's regular hourly rate will be paid for any hours worked over 8

hours in a day or one hundred and twenty (120) hours in a twentyone (21) day period.

The Union agrees to cooperate with the Employer in obtaining any hours of work or overtime averaging permits or authorizations with respect to the above-noted standard work cycles.

6) 4, 12 hour days and 4 days off per 8 day cycle for GO Maintenance work.

Overtime at the rate of one and one half (1-1/2) the employee's regular hourly rate will be paid for any hours worked over ten (10) hours in a day and forty (40) hours in an eight (8) day period.

The rate of one and one half (1½) the employee's current hourly rate shall be paid to all employees for all work performed by employees on days when they are required to work on a standard work cycle prior to the end of the designated days off in their previous standard work cycle.

4.02 (b) Employees shall be paid double time for all hours worked on the identified Statutory Holidays as listed in Article 11.04 of the Master Portion.

4.03 **Vacation Pay**

The selection of vacation time by employees will be subject to employer approval but will not be unreasonable, having regard to operational need such as Crew disruption and customer commitments. The following rules apply:

a) Vacation must be requested at least four (4) weeks in advance of the requested date.

4.04 When an Employee is required to switch either days to nights or nights to days and a day's work is lost. The Employer agrees to pay the employee four (4) hours regular time.

ARTICLE 5– MOBILITY

5.01 There will be no restriction on the mobility of employees employed pursuant to this Appendix.

ARTICLE 6 – TRAINING

6.01 The nature of the signal and communications industry, dealing with railways and transit systems, is a specialized trade. Technology is constantly changing. Employees will be required to take training courses which will be specific to the equipment being installed. In addition, the employer has a Signal Training program which is offered to the employees and successful completion will be required for advancement. All training time is deemed working time and shall be paid accordingly plus room, board and meals.

ARTICLE 7 – PENSION, WELFARE, TRI-FUND ETC. CONTRIBUTIONS

7.01 The Employer agrees to contribute the amounts for pension, health and welfare and Tri-Fund as set out in Schedule “A” of this Schedule to the Appendix for each hour worked to the appropriate Trust Funds.

7.02 The Union, upon thirty (30) days’ notice, may amend any of the contributions or deductions, provided that the total wage package remains the same.

7.03 Any provincial or federal taxes required to be paid by the Employer on contributions under this Appendix are not included in the specified amounts set out herein. The Employer shall pay provincial retail sales tax on contributions to the Members Benefit Fund and remit such taxes to the said Fund, together with the contributions on which such tax is paid.

ARTICLE 8– ON CALL MAINTENANCE

8.01 a) An employee who is required to be on call for a standard week cycle of seven (7) days shall be paid a Standard On Call Premium equivalent to six (6) hours pay at the employee’s regular hourly rate for each standard work cycle that the employee is on call, in addition to any wages earned for attending to trouble calls during that standard work cycle.

An employee who is required to be on call during the standard work cycle, which includes a statutory holiday, shall be paid an additional On Call Premium equivalent to two (2) hours pay at the employee’s regular hourly rate in addition to the Standard On Call Premium any wages earned for attending to trouble calls. (Note: For clarification the two (2) hours pay shall be for each statutory holiday that occurred during a work cycle.)

- b) An employee who is on call shall receive pay for actual hours worked at the applicable hourly rate for attending each trouble call.
- c) An employee who is on call will be given a company vehicle.

ARTICLE 9 – INTERPRETATION

9.01 In the event of a conflict between this Appendix and any other parts of this Agreement, including the Master Portion of this Agreement, this Appendix, in all instances, shall prevail.

SCHEDULE "A"

CLASSIFICATIONS AND RATES OF PAY

Effective Date	Hourly Rate	Vacation Pay	Health & Welfare*	Pens.	Training Fund	Tri-Fund	Total Pkg	W.D. Ded.	OPDC Dues	Industry Fund
Foremen										
2018-12-01	38.06	3.80	3.25	5.30	0.00	0.05	50.46	3%	0.40	0.10
2019-12-01	38.92	3.89	3.55	5.30	0.00	0.05	51.71	3%	0.40	0.10
2020-12-01	39.78	3.98	3.85	5.30	0.00	0.05	52.96	3%	0.40	0.10
2021-12-01	40.65	4.06	4.15	5.30	0.00	0.05	54.21	3%	0.40	0.10
Lead Maintainer										
2018-12-01	35.72	3.57	3.25	5.30	0.00	0.05	47.89	3%	0.40	0.10
2019-12-01	36.58	3.66	3.55	5.30	0.00	0.05	49.14	3%	0.40	0.10
2020-12-01	37.45	3.74	3.85	5.30	0.00	0.05	50.39	3%	0.40	0.10
2021-12-01	38.31	3.83	4.15	5.30	0.00	0.05	51.64	3%	0.40	0.10
Lead Hand, Technician, Testman										
2018-12-01	33.90	3.39	3.25	5.30	0.00	0.05	45.89	3%	0.40	0.10
2019-12-01	34.76	3.48	3.55	5.30	0.00	0.05	47.14	3%	0.40	0.10
2020-12-01	35.63	3.56	3.85	5.30	0.00	0.05	48.39	3%	0.40	0.10
2021-12-01	36.49	3.65	4.15	5.30	0.00	0.05	49.64	3%	0.40	0.10
Signal Mntr. Imech										
2018-12-01	31.83	3.18	3.25	5.30	0.00	0.05	43.61	3%	0.40	0.10
2019-12-01	32.69	3.27	3.55	5.30	0.00	0.05	44.86	3%	0.40	0.10
2020-12-01	33.55	3.36	3.85	5.30	0.00	0.05	46.11	3%	0.40	0.10
2021-12-01	34.42	3.44	4.15	5.30	0.00	0.05	47.36	3%	0.40	0.10
Signalman 4										
2018-12-01	29.75	2.97	3.25	5.30	0.00	0.05	41.32	3%	0.40	0.10
2019-12-01	30.61	3.06	3.55	5.30	0.00	0.05	42.57	3%	0.40	0.10
2020-12-01	31.47	3.15	3.85	5.30	0.00	0.05	43.82	3%	0.40	0.10
2021-12-01	32.34	3.23	4.15	5.30	0.00	0.05	45.07	3%	0.40	0.10
Signalman 3										
2018-12-01	27.68	2.76	3.25	5.30	0.00	0.05	39.04	3%	0.40	0.10
2019-12-01	28.54	2.85	3.55	5.30	0.00	0.05	40.29	3%	0.40	0.10
2020-12-01	29.40	2.94	3.85	5.30	0.00	0.05	41.54	3%	0.40	0.10
2021-12-01	30.26	3.03	4.15	5.30	0.00	0.05	42.79	3%	0.40	0.10
Signalman 2										
2018-12-01	26.64	2.65	3.25	5.30	0.00	0.05	37.89	3%	0.40	0.10
2019-12-01	27.49	2.75	3.55	5.30	0.00	0.05	39.14	3%	0.40	0.10
2020-12-01	28.35	2.84	3.85	5.30	0.00	0.05	40.39	3%	0.40	0.10
2021-12-01	29.22	2.92	4.15	5.30	0.00	0.05	41.64	3%	0.40	0.10
Signalman 1										
2018-12-01	24.56	2.45	3.25	5.30	0.00	0.05	35.61	3%	0.40	0.10
2019-12-01	25.42	2.54	3.55	5.30	0.00	0.05	36.86	3%	0.40	0.10
2020-12-01	26.28	2.63	3.85	5.30	0.00	0.05	38.11	3%	0.40	0.10
2021-12-01	27.15	2.71	4.15	5.30	0.00	0.05	39.36	3%	0.40	0.10
Signal Assistant										
2018-12-01	22.49	2.24	3.25	5.30	0.00	0.05	33.33	3%	0.40	0.10
2019-12-01	23.35	2.33	3.55	5.30	0.00	0.05	34.58	3%	0.40	0.10
2020-12-01	24.21	2.42	3.85	5.30	0.00	0.05	35.83	3%	0.40	0.10
2021-12-01	25.07	2.51	4.15	5.30	0.00	0.05	37.08	3%	0.40	0.10
Signal Assistant 1										
2018-12-01	21.45	2.13	3.25	5.30	0.00	0.05	32.18	3%	0.40	0.10
2019-12-01	22.30	2.23	3.55	5.30	0.00	0.05	33.43	3%	0.40	0.10
2020-12-01	23.16	2.32	3.85	5.30	0.00	0.05	34.68	3%	0.40	0.10
2021-12-01	24.03	2.40	4.15	5.30	0.00	0.05	35.93	3%	0.40	0.10

Lead Maintainer will be paid \$2.00 above the Lead Hand rate Wireman will be paid 70% of the Signals Assistant 1 rate. (Shop)

Night Shift Premium

A new rate schedule of thirty-five (\$0.35) per hour shall be paid for all hours worked between 21:00 and 05:00. This amount shall increase to fifty cents (\$0.50) per hour effective December 1, 2020 and sixty-five cents (\$0.65) per hour effective December 1, 2021.

LETTER OF UNDERSTANDING NO.1

Between:

ONTARIO RAILROAD CONTRACTORS ASSOCIATION

(the “Employer”)

-and-

**LABOURERS INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL AND ITS AFFILIATED
LOCALS 183, 493, 527, 607,625, 837, 1036, 1059 AND 1089**

(the “Union”)

Employees shall be subject to the classifications as outlined and defined in Schedule “B” to this agreement, Signals Schedule, final definition to be completed not later than December 1, 2022 and agreeable by both parties.

The Association agrees that, within one year of the signing of this Letter of Understanding, it shall provide the Union with classifications and competency requirements for employees to advance through said classifications.

Training for advancement shall not be withheld from any suitable candidate.

Classification determination is subject to the grievance procedure as set in the Master Portion of the Railroad Agreement.

All training shall be paid for at regular rates (and when required, employees shall be paid applicable room and board allowance as outlined in the collective agreement). Where training occurs outside of an employee’s regular work cycle and hours of duty training shall be paid at the employee’s regular hourly rate.

* Monthly working dues will be deducted and sent to locals for the amount of \$39.00 on the 15th of the month.

Dated this 22nd day of May, ~~2019~~ 2020.

FOR THE ASSOCIATION:



Peter Murdza

(Print Name)

FOR THE UNION:



Paul Hickey

(Print Name)

(Print Name)

LETTER OF UNDERSTANDING NO.2

Between:

ONTARIO RAILROAD CONTRACTORS ASSOCIATION

(the “Employer”)

-and-

**LABOURERS INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL AND ITS AFFILIATED
LOCALS 183, 493, 527, 607, 625, 837,1036, 1059 AND 1089**

(the “Union”)

1. An employee is entitled to three (3) days per calendar year to be taken as sick days or personal days at the employee’s classification hourly rate for eight (8) hours, provided that the employee has worked for the company for at least four (4) months in the calendar year before the employee is entitled to those days.
2. The sick days/personal days are not cumulative and cannot be carried forward to subsequent year.
3. If any of the days referred to above are to be used as personal days, they must be approved as personal days by the Employer prior to the end of the employee’s preceding cycle. Such approval shall not be unreasonably withheld.

4. For employees who do not have a break in employment, the four (4) month annual employment qualification referred to in paragraph 1 above shall not apply.

Dated this 22nd day of May, ~~2019~~. 2020.

FOR THE ASSOCIATION:

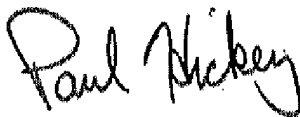


Peter Murdza

(Print Name)

(Print Name)

FOR THE UNION:



Paul Hickey

(Print Name)

**APPENDIX TO MASTER RAILROAD AGREEMENT FOR
MAINTENANCE & INSPECTION FOR GO TRANSIT**

BETWEEN

**THE ONTARIO RAILROAD
CONTRACTORS ASSOCIATION**

- AND -

**LABOURERS INTERNATIONAL UNION
OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL
on behalf of its affiliated
Local Unions 183, 493, 527, 607, 625,
837, 1036, 1059 & 1089
(hereinafter called the “Union”)**

Effective December 1, 2019 to November 30, 2022

ARTICLE 1 – PURPOSE

1.01 The purpose of this Appendix is to establish the wages, hours of work and certain other working conditions of the employees under this Appendix while performing maintenance and inspection work for GO Transit and the means by which grievances arising out of the interpretation, application and administration of this Appendix can be disposed of promptly and equitably.

ARTICLE 2 – RECOGNITION

2.01 Pursuant to Article 2.01 of the Master Portion, the Employer confirms its recognition of the Union as the sole and exclusive bargaining agent for all employees performing work covered by the

classifications contained in this Appendix within the Province of Ontario, engaged in railway inspection and general track maintenance for GO Transit. Work to include but not limited to reconstruction, repair, maintenance, removal, alignment, grading, rehabilitation, emergency work, wherever located and without limiting the generality of the foregoing, includes work on railroad, public or private properties and rights of way of same for railroad companies, transit authorities, mines, plants, factories, utilities, manufacturing, commercial, industrial or distribution facilities including associated or related work.

Non-working foremen, persons above that rank, office staff, survey and engineering staff and camp staff are excluded from this Agreement.

2.02 Attached hereto and forming part of this Appendix is Schedule "A" which sets out the classifications covered by this Appendix.

In the event new classifications are introduced under the scope of this Appendix, the parties shall meet and negotiate the applicable wage rates which shall bear a proper ranking relationship to the wage rates set up in the Schedules of this Appendix.

ARTICLE 3 - UNION SECURITY

3.01 Should additional employees be required, the Employer will notify the applicable Local Union to provide such Local Union with an

opportunity to refer employees with qualifications and experience appropriate for the type of work involved and if the applicable Local Union is unable to provide sufficient qualified employees within twenty-four (24) hours, the Employer will be free to hire from whatever source is available, provided that the Employer provides written notice to the applicable Local Union of said hire within forty-eight (48) hours. Failure to notify the Union shall constitute a violation of this Appendix. Employees who are not members of the Union will have thirty (30) calendar days to apply for membership in the Union and will not be subject to replacement should a member subsequently become available.

Said thirty (30) calendar days shall be considered a probationary period during which time the probationary employee's employment may be terminated at the employer's sole discretion. The termination of employment of a probationary employee shall not be subject to the grievance/arbitration procedures in this Appendix. During the probationary period, no Union dues shall be collected or remitted on behalf of the probationary employee and none shall be payable by the probationary period until such time as his/her probation period is completed. Such employees shall be subject to lay-off prior to any other employee.

ARTICLE 4 – UNION REPRESENTATION

4.01 Stewards – Overtime Procedure

The Parties agree to the following procedure for the scheduling of overtime:

- a) When planned overtime becomes available, the Employer will send an email to the Stewards who are eligible for the overtime.
- b) The email will offer the Stewards the opportunity to work the overtime and ask that they reply to the email within 24 hours of notice. The email will also advise the Stewards that a failure to reply to the email will constitute a refusal of the overtime. Stewards shall have right of first refusal, after which the overtime will be made available to other employees.

4.02 Certified Health & 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, whenever 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 and one (1) of the first three (3) recalled from lay off, provided that he is competent and capable of performing the work remaining on the job.

4.03 Should an incident arise that may lead to discipline, up to and including suspension or termination, at the employee's request, a steward will be permitted to be present during any management/employee meeting.

ARTICLE 5 - HOURS OF WORK, RATES OF WAGES, VACATION, STATUTORY HOLIDAY ALLOWANCE, AND WORKING CONDITIONS

5.01 The following provisions regarding Hours of Work and Overtime, Vacation Pay and Statutory Holiday Allowance, Statutory Holidays, Travel and Reporting Pay are applicable to all work covered by this Appendix in the Province of Ontario.

5.02 Hours of Work

(a) Five (5) days working, two (2) days off

The Standard hours of work for all employees covered by this Appendix shall be five (5), (8) eight hours shifts , forty (40) hours per cycle , exclusive of travelling time to and from the job, based on the following defined work cycles:

- 1) Commencing Monday;
- 2) Commencing Sunday or;
- 3) Commencing Tuesday.

Overtime at the rate of time and one-half (1.5x) the employee's regular hourly rate shall be paid for hours worked in excess of eight (8) hours per shift , or forty (40) hours per cycle.

In any seven (7) day work cycle, work on the sixth (6th) shift and the seventh (7th) shift shall be considered work on Saturday and Sunday respectively, for the purposes of overtime. Work on Saturdays and Sundays shall be paid at the premium rate of one and a half times (1.5x) the employees regular rate.

Staggering of the work week is a result of operational requirements imposed by railway customers which will allow for inspection and maintenance during off-peak rail traffic periods.

Employees will be rotated through the staggered work week cycles on a monthly basis.

(b) Four (4) shifts working, four (4) shifts off

Twelve (12) hours per day at ten (10) hours straight time and time and one-half (1.5x) after ten (10) hours and/or for all hours worked outside the four (4) day working cycle.

This cycle will only apply to maintenance work and only in instances when seven (7) days per week and twenty-four (24) hours per day coverage are required by the customer.

(c) Four (4) days working, three (3) days off

Ten (10) hours per day at ten (10) hours straight time and time and one-half (1.5) after ten (10) hours and/or for all hours worked outside the four(4) day working cycle.

There shall be two (2) work week cycles:

- Cycle #1 shall consist of four (4) ten (10) hour working shifts on Monday to Thursday, with Friday to Sunday off.
- Cycle #2 shall consist of four (4) ten (10) hour working shifts on Tuesday to Friday, with Saturday to Monday off.

(d) **Overtime**

In addition to the overtime provisions above, employees shall be paid double time for all hours worked on the identified Statutory Holidays as listed in Article 11.04 of the Master Portion.

5.03 On-Call

(e) An employee who is required to be on call for a standard week cycle of seven (7) days shall be paid a Standard On Call Premium equivalent to six (6) hours pay at the employee's regular hourly rate for each standard work cycle that the employee is on call, in addition to any wages earned for attending to trouble calls during that standard work cycle.

An employee who is required to be on call during the standard work cycle, which includes a statutory holiday, shall be paid an additional On Call Premium equivalent to two (2) hours pay at the employee's regular hourly rate in addition to the Standard On Call Premium for any wages earned for attending to trouble calls.

Note: For clarification, the two (2) hours pay shall be for each statutory holiday that occurred during a work cycle.

(f) An employee who is on call shall receive pay for actual hours worked at the applicable hourly rate for attending each trouble call.

(g) An employee who is on call will be given a company vehicle.

(h) **Overtime**

In addition to the overtime provisions above, employees shall be paid double time for all hours worked on the identified Statutory Holidays as listed in Article 11.04 of the Master Portion.

5.04 Vacation

Management will work with all employees to accommodate

reasonable and timely requests for up to three (3) weeks unpaid vacation per calendar year, subject to operational requirements including, but not limited to, crew disruptions or customer commitments. For the months of June, July, and August, a maximum of two (2) employees may be off at any given time. There will be no carry-over of unused vacation time.

5.05 (a) In the event that work is not permitted due to inclement weather, the employees shall receive two (2) hours pay for reporting to the assembly point.

(b) Where the employees depart from the meeting point and progress to the work site, they will receive four (4) hours of work or pay in lieu thereof even in the event of inclement weather. They will/shall remain on site for the 4 hours to paid for the full allotment.

5.06 **Sick Days**

(a) Any employee who has been employed by the Employer for three (3) months or longer shall be entitled to five (5) sick days per calendar year. Sick days will be automatically allocated for all unscheduled absences. Unused sick days shall be paid out on the last pay period of the year or at the time of separation.

(b) The Employer may require any employee utilizing sick days provided for in this Article to produce a medical certificate after three (3) consecutive absences due to illness. The company will pay for the cost of any medical certificate.

(c) The Employer reserves the right to manage requests for pre-approved sick days for appointments or personal reasons.

5.07 Crossover Shift

Should the Employee's shift be changed during the week at the employer's requirement (Monday to Friday) the employee shall not suffer a reduction in hours earned/ paid to a maximum of four (4) hours per shift at prevailing straight time rates.

5.08 A new premium shall be implemented known as "Rule 842." Those qualified flag-persons as identified by the company will be eligible for an additional \$1.00 per hour. This premium will be assigned on a weekly basis and paid on all hours worked from Sunday to Saturday, in recognition of additional responsibilities and duties associated with holding a Rule 842. This premium only applies to the "FlagPerson" classification.

ARTICLE 6 - PENSION AND WELFARE CONTRIBUTIONS

6.01 The Employer agrees to contribute the amounts set out in the attached Schedule 'A' which is hereby made part of this Appendix.

6.02 The Union, upon thirty (30) days notice, may amend any of the contributions or deductions, provided that the total wage package remains the same.

6.03 Any provincial or federal taxes required to be paid by the Employer on contributions under this Appendix are not included in the specified amounts set out herein. The Employer shall pay provincial retail sales tax on contributions to the Members Benefit Fund and remit such taxes to the said Fund, together with the contributions on which such tax is paid.

ARTICLE 7 - REFRESHMENT AND LUNCH BREAK

7.01 An employee will be allowed to have one (1) paid refreshment break of ten (10) minutes during each half (1/2) of his working shift. An employee shall be allowed one half (1/2) hour lunch break near the midpoint of the shift. It is understood that no employee will be required to work more than five (5) consecutive hours without a lunch break. Where operational requirements permit, an employee shall receive an additional ten (10) minutes paid break after (10) consecutive hours worked. It is understood that the additional break is to be taken and not paid out.

ARTICLE 8 - INTERPRETATION

In the event of a conflict between this Appendix and any other part of the Railroad Agreement, this Appendix, in all instances, prevails.

MAINTENANCE SCHEDULE “A”

CLASSIFICATIONS AND RATE OF PAY

Effective Date	Hourly Rate	Vac. Pay 10%	Hlth. & Welf.	Pens.	Training Fund	Tri-Fund	Total Pkg.	W.D. Dues	OPDC Dues	Ind. Fund
Track Maintenance Foreman and Welder										
2018-12-01	32.90	3.29	4.07	7.10	0.00	0.00	47.36	3%	0.40	0.10
2019-12-01	33.76	3.38	4.37	7.10	0.00	0.00	48.61	3%	0.40	0.10
2020-12-01	34.63	3.46	4.67	7.10	0.00	0.00	49.86	3%	0.40	0.10
2021-12-01	35.49	3.55	4.97	7.10	0.00	0.00	51.11	3%	0.40	0.10
Assistant Track Foreman and Assistant Welder										
2018-12-01	30.86	3.09	4.07	7.10	0.00	0.00	45.12	3%	0.40	0.10
2019-12-01	31.73	3.17	4.37	7.10	0.00	0.00	46.37	3%	0.40	0.10
2020-12-01	32.59	3.26	4.67	7.10	0.00	0.00	47.62	3%	0.40	0.10
2021-12-01	33.45	3.35	4.97	7.10	0.00	0.00	48.87	3%	0.40	0.10
Track Maintainer										
2018-12-01	28.06	2.81	4.07	7.10	0.00	0.00	42.04	3%	0.40	0.10
2019-12-01	28.93	2.89	4.37	7.10	0.00	0.00	43.29	3%	0.40	0.10
2020-12-01	29.79	2.98	4.67	7.10	0.00	0.00	44.54	3%	0.40	0.10
2021-12-01	30.65	3.07	4.97	7.10	0.00	0.00	45.79	3%	0.40	0.10
Skilled Labour										
2018-12-01	19.60	1.93	4.07	7.10	0.00	0.00	32.70	3%	0.40	0.10
2019-12-01	20.44	2.04	4.37	7.10	0.00	0.00	33.95	3%	0.40	0.10
2020-12-01	21.30	2.13	4.67	7.10	0.00	0.00	35.20	3%	0.40	0.10
2021-12-01	22.16	2.22	4.97	7.10	0.00	0.00	36.45	3%	0.40	0.10
Flag Person A										
2018-12-01	28.05	2.80	4.07	7.10	0.00	0.00	42.02	3%	0.40	0.10
2019-12-01	29.82	2.98	4.37	7.10	0.00	0.00	44.27	3%	0.40	0.10
2020-12-01	30.68	3.07	4.67	7.10	0.00	0.00	45.52	3%	0.40	0.10
2021-12-01	31.55	3.15	4.97	7.10	0.00	0.00	46.77	3%	0.40	0.10
Flag Person B										
2018-12-01	38.15	3.82	0.05	0.00	0.00	0.00	42.02	3%	0.40	0.10
2019-12-01	40.15	4.02	0.10	0.00	0.00	0.00	44.27	3%	0.40	0.10
2020-12-01	41.25	4.12	0.15	0.00	0.00	0.00	45.52	3%	0.40	0.10
2021-12-01	42.34	4.23	0.20	0.00	0.00	0.00	46.77	3%	0.40	0.10

*For Local 183 – The Health and Welfare contribution includes Retiree Fund (\$0.10; \$0.20; \$0.30) and Promo Fund (\$0.05; \$0.10; \$0.15) and Long Term Care (\$0.30, \$0.30, \$0.30)

Note 1 - A new premium shall be implemented known as "Rule 842". Those qualified flag-persons as identified by the Company will be eligible for an additional \$1.00 per hour.

This premium will be assigned on a weekly basis and paid on all hours worked from Sunday to Saturday, in recognition of additional responsibilities and duties with holding a "Rule 842". This premium only applies to the "Flag-Person" classification.

Note 2 - New Rate Schedule

A new rate schedule of thirty-five (\$0.35) per hour shall be paid for all hours worked between 21:00 and 05:00. This amount shall increase to fifty cents (\$0.50) per hour effective December 1, 2020 and sixty-five cents (\$0.65) per hour effective December 1, 2021.

Note 3 – Flag Person A and Flag Person B

The total wage package of Flag Person A and Flag Person B will be the same. The distinction between the two classifications is that Flag Person A includes pension and other contributions deducted from the total wage package.

All existing Flag Persons will have the one-time option to be classified as Flag Person A or Flag Person B. New hires will be classified as Flag Person A, save and except employees with prior flagging experience who will have a one-time option at the time of hire to select their classification of Flag Person A or Flag Person B.

SCHEDULE “B”

This Schedule shall set out in general terms the skill requirements of employees in the Track Maintenance Foreman and Welder, Assistant Track Maintenance Foreman and Assistant Welder, and Track Maintainer.

Track Maintenance Foreman and Welder

- Must be carded in the ‘Canadian Railway Operating Rules’, with current operating and safety rules of railroad companies.
- Must possess a current CN or CP Track Foreman Certificate or equivalent.
- Must be familiar with hand tools and their use.
- Must be able to operate the following and similar hand and power tools:

Rail Saw	Drill	Bolting Machine
Track Jack	Spike Puller	Spike Driver
Rail Grinder	Rail Shear	Torch
- Must be able to unload ballast.
- Must be familiar with rail sections and accessories and correct installation procedure.
- Must be familiar with switch installation, layout and construction and must be able to do switch adjustment.

Assistant Track Maintenance Foreman and Assistant Welder

- Must be carded in the ‘Canadian Railway Operating Rules’, with current operating and safety rules of railroad companies.
- Must possess a current CN or CP Track Foreman Certificate or equivalent.
- Must be able to relieve the Track Maintenance Foreman, therefore, possess the same qualifications.

Track Maintainer

- Must be carded in the ‘Canadian Railway Operating Rules’, with current operating and safety rules of railroad companies.
- Must possess a current CN or CP Track Foreman Certificate or equivalent.

LETTER OF UNDERSTANDING NO.1

Between:

ONTARIO RAILROAD CONTRACTORS ASSOCIATION

(the “Employer”)

-and-

**LABOURERS INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL AND ITS AFFILIATED
LOCALS 183, 493, 527, 607, 625, 837, 1036, 1059 AND 1089**

(the “Union”)

WHEREAS the Union and the Employer are bound to the Provincial Railroad Collective Agreement effective from December 1, 2019 to November 30, 2022 (the “Railroad Agreement”);

AND WHEREAS the parties wish to enter into Letter of Understanding with respect to Schedule “B” of the Appendix to the Railroad Agreement for Maintenance & Inspection for GO Transit to address Flag Person Training and Mentoring and Lead Hand rates of pay for Flag Persons;

THEREFORE the parties agree as follows:

1. The following terms and conditions shall apply to new hires persons to the Flag Person position who require training and mentoring to meet the customer requirements that they have a minimum of two (2) years flagging experience.

a. All new hires may be required to spend up to their four weeks of employment in in-class training. The hourly rate of pay during this period shall be twenty dollars and fifteen cents (\$20.15) per hour. No contributions or union deductions shall be made during this period.

Employees shall be probationary during this period. Employees shall be probationary during this period and will not be initiated into membership in the union.

b. After successful completion of the training program, employees will become members of the Union and will commence a Mentoring Program during which time they will work with an experienced Flag Person.

c. Mentoring Program shall not exceed a period of ninety (90) working days. If the employee does not successfully complete the Mentoring Program after ninety (90) days, employment may be terminated at the sole discretion of the employer.

d. The rate of pay during the Mentoring Program shall be 70% of the Flag person wage rate including all applicable remittance and deductions.

e. Upon completion of a customer approved Mentoring Program and having demonstrated reasonable proficiency to work independently, the rate of pay shall increase to 85% of the Flag Person wage rate including all remittances and deductions.

f. Following the completion of one (1) year of employment, commencing from the date the employee begins the Mentoring Program, employees shall receive 100% of the applicable Flag Person wage rate including all remittances and deductions.

g. For the purposes of 1 (e) above the calculation of the one (1) year period shall be from the date the employee began the mentoring period referred to in 1(b) above.

h. Employees receiving 70% of the Flag Person rate of pay shall be laid off prior to the lay-off of any employee receiving 85% of the Flag Person rate.

i. It is understood that Flag Person work varies in duration. Employees working at 85% of the Flag Person shall have the first opportunity to work Flag Person assignments that are the longest in duration subject to reasonable operational requirements.

2. A new premium shall be implemented known as "Lead Hand". Those competent Flag Persons identified by the Company will be eligible for an additional one dollar (\$ 1.00) per hour.

This premium will be assigned on a weekly basis and paid on all hours worked from Sunday to Saturday, in recognition of additional responsibilities and duties with being a "Lead Hand". This premium only applies to the Flag Person classification.

For clarity, the "Rule 842" premium shall also apply to employees receiving the Track Protection Lead Hand rate of pay.

Dated this 22nd day of May, 2019. 2020.

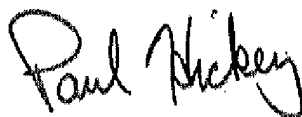
FOR THE ASSOCIATION:



Peter Murdza

(Print Name)

FOR THE UNION:



Paul Hickey

(Print Name)

(Print Name)

LETTER OF UNDERSTANDING NO. 2 GO MENTORING

Between:

ONTARIO RAILROAD CONTRACTORS ASSOCIATION

(the "Employer")

-and-

**LABOURERS INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL AND ITS AFFILIATED
LOCALS 183, 493, 527, 607, 625, 837, 1036, 1059 AND 1089**

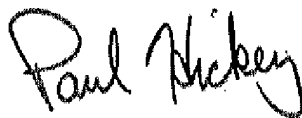
(the "Union")

The Association and the Union agree that for Metrolinx flagging contracts awarded to and performed by A & B Rail Services Ltd., all Flag Persons who are currently assigned to a company vehicle and/or Flag Persons who are hired to perform the above noted work shall receive a wage rate increase of \$1.00 per hour worked above the regular Flag Person rate, in lieu of any and all paid travel time payable pursuant to the collective agreement. It is agreed and understood that the employee is permitted to use the vehicle to commute to and from the assignment from his or her place of residence and shall use the vehicle for work purposes only.

Dated this 22nd day of May, ~~2019~~ 2020.

FOR THE ASSOCIATION:

FOR THE UNION:



Peter Murdza

Paul Hickey

(Print Name)

(Print Name)

(Print Name)