

# COLLECTIVE AGREEMENT



**BETWEEN:  
THE UTILITY CONTRACTORS' ASSOCIATION  
OF ONTARIO**

(hereinafter referred to as the  
"Association")

**OF THE FIRST PART**

**- AND -**

**THE LABOURERS' INTERNATIONAL UNION OF NORTH  
AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL**

(hereinafter called the  
"Union") and its affiliated Local Unions, 183,  
493, 527, 607, 625, 837, 1036, 1059 and 1089

(hereinafter called the "Local Union")

**OF THE SECOND PART**



**EFFECTIVE  
MAY 1, 2019 TO APRIL 30, 2022**

# MASTER PROVINCIAL AGREEMENT

## TABLE OF CONTENTS

<b>MASTER PROVINCIAL AGREEMENT</b> .....	6
ARTICLE 1 - GENERAL PURPOSE .....	7
ARTICLE 2 - RECOGNITION .....	7
ARTICLE 3 - MANAGEMENT RIGHTS .....	9
ARTICLE 4 - UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES .....	9
ARTICLE 5 - NO STRIKES OR LOCKOUTS .....	12
ARTICLE 6 - UNION REPRESENTATION .....	12
ARTICLE 7 - COMPLAINTS AND GRIEVANCES .....	13
ARTICLE 8 - ARBITRATION .....	14
ARTICLE 9 - WAGE RATES, CLASSIFICATIONS, HOURS OF WORK, OVERTIME AND OTHER CONDITIONS .....	15
ARTICLE 10 - STATUTORY HOLIDAYS .....	16
ARTICLE 11 - VACATION WITH PAY AND STATUORY HOLIDAY PAY .....	16
ARTICLE 12 - REPORTING ALLOWANCE .....	17
ARTICLE 13 - PROTECTIVE CLOTHING .....	17
ARTICLE 14 - CO-OPERATION .....	17
ARTICLE 15 - SAFETY, SANITATION, SHELTER, COFFEE, AND LUNCH BREAKS .....	18
ARTICLE 16 - HIGHER WAGES .....	20
ARTICLE 17 - PRE-JOB CONFERENCE .....	20
ARTICLE 18 - RIGHT TO TRAVEL FOR KEY MEN .....	20
ARTICLE 19 - PAYMENT OF WAGES .....	21
ARTICLE 20 - TRAVELLING EXPENSES .....	22
ARTICLE 21 - WELFARE CONTRIBUTIONS .....	23
ARTICLE 22 - PENSION CONTRIBUTIONS .....	24
ARTICLE 23 - TRAINING AND OTHER FUNDS .....	25
ARTICLE 24 - CONSTRUCTION CRAFT WORKER .....	26
ARTICLE 25 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT .....	26
ARTICLE 26 - GOVERNMENT LEGISLATION .....	27
ARTICLE 27 - JURISDICTIONAL CLAIMS .....	27
ARTICLE 28 - JOINT LABOUR-MANAGEMENT COMMITTEE .....	28

ARTICLE 29 – GENERAL .....	28
ARTICLE 30 – GENDER NEUTRALITY .....	29
ARTICLE 31 – EMPLOYMENT EQUITY .....	29
ARTICLE 32 – NEW CLASSIFICATIONS .....	29
ARTICLE 33 – DURATION .....	30
<b>SCHEDULE “A”</b>	
ASSOCIATION/ LOCAL UNION INFORMATION AND GEOGRAPHIC JURISDICTIONS .....	31
<b>SCHEDULE “B”</b>	
FUND NAMES AND REMITTANCE ADDRESSES FOR ALL TRUST FUNDS .....	35
<b>APPENDIX 1 – LOCAL 183</b> .....	38
ARTICLE 1 – OLRB AREA NO. 8 .....	38
ARTICLE 2 – BELL WORK ONLY (Holland Landing and Mississauga 905) .....	42
ARTICLE 3 – LOCAL 183 EAST .....	45
ARTICLE 4 – LOCAL 183 SIMCOE .....	49
ARTICLE 5 – LOCAL 183 MUSKOKA .....	52
ARTICLE 6 – LOCAL 183 KINGSTON .....	55
ARTICLE 7 – TELECOMMUNICATIONS .....	58
ARTICLE 8 – TELECOMMUNICATIONS HOLIDAY PAY TRUST FUND .....	60
ARTICLE 9 – TRAVEL ALLOWANCE: OLRB AREA 8 ONLY .....	61
ARTICLE 10 – JOINT COMMITTEE .....	63
ARTICLE 11 – OTHER CONDITIONS .....	63
ARTICLE 12 – EXPEDITED ARBITRATION SYSTEM .....	64
ARTICLE 13 – CONSTRUCTION CRAFT WORKER APPRENTICESHIP .....	66
ARTICLE 14 – UNION REPRESENTATION .....	68
ARTICLE 15 – LOCAL 183 WELLINGTON .....	69
ARTICLE 16 – LOCAL 183 DUFFERIN .....	71
ARTICLE 17 – TRAINING .....	73
ARTICLE 18 – CROSS OVER AGREEMENTS .....	73
<b>APPENDIX 1, SCHEDULE D</b> .....	75
<b>APPENDIX 2 LOCAL 493 - SUDBURY</b> .....	81

ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS .....	81
ARTICLE 2 – WAGE RATES AND CLASSIFICATIONS .....	85
ARTICLE 3 – HOURS OF WORK AND OVERTIME .....	87
ARTICLE 4 – REMITTANCES .....	87
ARTICLE 5 – UNION REPRESENTATION LEAVE OF ABSENCE ....	87
<b>APPENDIX 3 LOCAL 527 – OTTAWA .....</b>	<b>88</b>
ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS .....	88
ARTICLE 2 – HOURS OF WORK AND OVERTIME .....	91
ARTICLE 3 – ON CALL (STAND BY PAY) .....	91
ARTICLE 4 – TRAVEL ALLOWANCE AND ROOM AND BOARD ...	92
ARTICLE 5 – BEREAVEMENT LEAVE .....	93
LETTER OF UNDERSTANDING: Construction Craft Worker Apprenticeship .....	94
LETTER OF UNDERSTANDING: FTTH Work .....	96
<b>APPENDIX 4 LOCAL 607 – THUNDER BAY .....</b>	<b>98</b>
ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS .....	98
ARTICLE 2 – WAGE RATES AND CLASSIFICATIONS .....	99
ARTICLE 3 – HOURS OF WORK AND OVERTIME .....	100
<b>APPENDIX 5 LOCAL 625 – WINDSOR .....</b>	<b>101</b>
ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS .....	101
Local 625 Schedule A – CATV Wage Schedule .....	101
ARTICLE 2 – HOURS OF WORK AND OVERTIME .....	102
ARTICLE 3 – CONSTRUCTION CRAFT WORKER .....	102
ARTICLE 4 – TRAINING PROGRAMS .....	102
<b>APPENDIX 6 LOCAL 837 – HAMILTON .....</b>	<b>103</b>
ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS .....	103
ARTICLE 2 – WAGE RATES AND CLASSIFICATIONS .....	105
ARTICLE 3 – WAGE RATES AND CLASSIFICATIONS .....	108
ARTICLE 4 – HOURS OF WORK AND OVERTIME .....	109
ARTICLE 5 – TRAVEL ALLOWANCE .....	110
ARTICLE 6 – FUNDS .....	110
<b>APPENDIX 7 LOCAL 1036 – SAULT STE. MARIE .....</b>	<b>111</b>
ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS .....	111
ARTICLE 2 – WAGE RATES AND CLASSIFICATIONS .....	113

ARTICLE 3 – HOURS OF WORK AND OVERTIME .....	114
<b>APPENDIX 8 LOCAL 1059 – LONDON .....</b>	<b>115</b>
SCHEDULE “A” – WAGE RATES AND CLASSIFICATIONS .....	115
SCHEDULE “B” – WAGE RATES AND CLASSIFICATIONS .....	116
SCHEDULE “C” – WAGE RATES AND CLASSIFICATIONS .....	117
ARTICLE 1 – GENERAL .....	117
ARTICLE 2 – UNION REPRESENTATION .....	118
ARTICLE 3 – SAFETY BOOTS .....	118
ARTICLE 4 – HOURS OF WORK/OVERTIME AND REPORTING ALLOWANCE .....	118
ARTICLE 5 – MILEAGE .....	119
ARTICLE 6 – TRANSPORTATION .....	119
ARTICLE 7 – LODGING .....	119
ARTICLE 8 – TRAINING PROGRAMS .....	119
ARTICLE 9 – WORK ZONES .....	120
ARTICLE 10 – EMPLOYER REMITTANCES .....	121
ARTICLE 11 – APPRENTICESHIP PROGRAMS .....	121
LETTER OF UNDERSTANDING .....	122
<b>APPENDIX 9 LOCAL 1089 – SARNIA .....</b>	<b>123</b>
SCHEDULE “A” – WAGE RATES AND CLASSIFICATIONS .....	123
ARTICLE 1 – HOURS OF WORK AND OVERTIME .....	123
<b>APPENDIX 10 COLLECTIVE AGREEMENTS .....</b>	<b>124</b>
MEMORANDUM OF UNDERSTANDING .....	126

## **MASTER PROVINCIAL AGREEMENT**

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

**BETWEEN:**

### **THE UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO**

(hereinafter referred to as the "Association")

**on behalf of those employers of employees engaged in power, energy and communication construction, maintenance and similar work throughout the Province of Ontario who have appointed or who may appoint the Association as agent for collective bargaining, those employers on whose behalf the Association is accredited as collective bargaining agent, and such other employers of employees who may execute an acceptance of this Agreement**

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

### **THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL**

(hereinafter called the "Union")

**and its affiliated Local Unions, 183, 493, 527,  
607, 625, 837, 1036, 1059 and 1089**

(hereinafter called the "Local Union")

OF THE SECOND PART

## **ARTICLE 1 – GENERAL PURPOSE**

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

## **ARTICLE 2 – RECOGNITION**

2.01 The Association recognizes the Labourers’ International Union of North America, Ontario Provincial District Council and its affiliated Local Unions 183, 493, 527, 607, 625, 837, 1036, 1059, and 1089, who are parties to this Agreement, as the sole and exclusive bargaining agent for all employees covered by this Agreement in the Province of Ontario, save and except non-working foremen and persons above the rank of non-working foremen.

2.02 Each of the Local Unions listed in Article 2.01 above agrees with all others, with the Council and with the Association:

.01 to maintain the Council as their representative and agent for the purpose of bargaining collectively and concluding a Collective Agreement with the Association in accordance with the Uniform District Council Constitution; and

.02 to delegate and they do hereby delegate, to the Council, acting as their representative and agent, their authority, as aforesaid, for members of their respective Local Unions who come within the scope of this Agreement and agree to not withdraw such authority nor to seek to bargain individually with the Association or any individual /employer for any work covered by this Agreement.

2.03 The Employer acknowledges and agrees that the Union’s exclusive jurisdiction under this Agreement includes but is not limited to the following work, notwithstanding the claims of any other trade union, namely: all power tools driven by gas, air or electricity , trucks, including pick- ups normally driven by members of the Labourers’ Union, boom trucks (8- ton and under), pole trucks, dump trucks and stake trucks; bore machines under 8”, including truck-mounted, wet bore machines and torpedoes; chain saws, concrete saws, sod cutters, jack hammers, spade guns, rotary guns, water pumps under 6”, power sweepers, compactors,

power tampers; drillers, including hydraulic, all hydrostatic with vibratory/ cable plows, small trenchers, small machines or similar machines; skid-mounted winch lines for pulling cables, asphalt rollers, remote controlled equipment and high pressure water equipment; vacuum excavation equipment, loading, unloading, sorting, stockpiling of all materials, the wrapping, coating, treating, handling, installation and distribution of all materials, including placing, setting and removal of coverings, fusing, welding, installation of all pipe or cables, piles and cribbing, driving of sheet pilings, lagging and shoring of all ditches, trenches and manholes, handling, setting and discharge of explosives, handling, mixing, pouring or pumping of concrete, installation of reinforcing steel or similar materials and the handling and placing of other materials for saddles, beds or foundations for the protection of pipe, wires, conduits, etc., backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping; clearing and site preparation as described herein: cutting or jack hammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools, digging of trenches, ditches and manholes and the leveling, pumping, grading and other preparation prior to laying or pulling pipe conduit or any cable for any purpose; all work in connection with the cutting of streets and ways for the installation of poles and bases, laying of pipes, cables or conduits for all purposes, digging of trenches, manholes, etc., the handling and conveying of all materials including the use of all types of equipment, concreting, backfilling, grading, restoring, resurfacing and all other labour work connected therewith; all work in connection with the excavation and installation of bases for hydro poles, light standards, including traffic lights, transformers, etc., the assembly and installation of all poles and fixtures, all tasks associated with the work of a network cabling specialist and/or communication cable installer including, but not limited to, the installation of conduit, raceways, cable trays and the pulling of all cables, the installation, splicing and hook-up of all cables, the installation of all temporary power in all construction environments, the installation and adjustments or removal of traffic barriers and all traffic control, all work referred to in Article 2.03 hereof performed in connection with bridges and related structures; all underground tunnel work, including the operation of all equipment underground, directional drills, HDD head locators, micro- tunnelling machines, the operation of skid steer loaders and mini- excavators or similar equipment, all robotic, remote controlled and similar equipment, including but not limited to Brokk-type machinery.



2.04 The Employer shall assign the work referred to in Article 2.03 exclusively to its employees covered by this Agreement who are members of the Union, notwithstanding the claims of any other trade union.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

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

.01 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;

.02 to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined or disciplinarily demoted without reasonable cause shall be subject to the provisions of the Grievance Procedure;

.03 to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees; and

.04 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 4 – UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES**

#### **4.01 Union Membership**

.01 The Employer agrees to employ only members in good standing of the Union for the performance of all work covered by this Agreement. All employees shall present to the Employer a clearance slip from the Union prior to commencing work.

.02 The Employer shall hire all of its employees covered by this Agreement through the Union and shall call the Union office by two o'clock in the afternoon (2:00 p.m.) for his needed supply of men for the following day. Should the Union be unable to furnish sufficient men, then the Employer may hire such labour as is available and such persons shall, as a condition of employment and continued employment, be required to apply for membership in the Union within seven (7) calendar days of hiring and shall be required to maintain such membership while working within the bargaining unit. The Union will not unreasonably withhold membership from anyone who is requested in writing by the Employer.

.03 Recall - Applicable to all Local Unions. The Employer shall have the right to recall those members in good standing who are out of work that were employed by the Employer within the Local's jurisdiction during the last twelve (12) months. All employees shall present to the Employer a referral slip, either in person or by facsimile transmission, from the Union, prior to his commencing employment.

#### 4.02 **Check-Off of Union Dues**

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 agrees to inform the Employer of the amounts of such dues. 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.

#### 4.03 **Working Dues**

.01 The Employer agrees to deduct from each employee covered by the terms of this Agreement, working dues at the rate provided for in the Local Union Appendix which shall be remitted to the Secretary-Treasurer of the applicable Local Union in whose area the work is being performed, no later than the fifteenth (15th) day of the month following the month

in which such deductions were made.

.02 Ontario Provincial District Council (OPDC) working dues consisting of forty cents (\$0.40) shall be deducted and remitted by the Employer directly to the Labourers' Pension Fund of Central and Eastern Canada, along with the Pension Fund contributions

.03 The amounts of the Ontario Provincial District Council working dues deductions, as well as the recipient of said deductions, may only be altered by the Secretary- Treasurer of the Ontario Provincial District Council on forty-five (45) days notice, in writing, to the Association. In the event of conflict between this provision and any other article or section of this Agreement, including the appendices and local union schedules, this provision shall prevail.

.04 The Employer shall, when remitting such dues, submit a list of names and social insurance numbers for and on whose behalf such deductions were made, on one (1) Standard Benefits Reporting Form showing all applicable deductions and/ or contributions.

.05 The aforesaid remittances shall be made directly by the Employer as aforesaid notwithstanding anything contained in any other Article, Appendix or Schedule to this Agreement.

4.04 Within ten (10) working days after deduction of Union dues and/or initiation fees, the Employer will forward the amount deducted to a designated officer of the appropriate Local Union on behalf of its members, together with a list of the employees from whom deductions were made, together with their social insurance numbers.

4.05 The Union agrees to save the Employer harmless from any and all claims which may be made against the Employer for amounts deducted as herein provided.

4.06 The Association recognizes that the work performed by labourers, including labourer-drivers, will continue to be performed by members from the Labourers' International Union of North America.

4.07 **Sub-Contracting**

The Employer agrees to employ only subcontractors who are in contractual relations with the Union.

## **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 6 – UNION REPRESENTATION**

6.01 The Employer recognizes the right of the Union to select or otherwise appoint a reasonable number of stewards and health and safety representatives to assist employees in presenting any complaints and/or grievances they may have to representatives of management. The Union shall be required to notify, in writing, the Employer's representative responsible for employee administration of the names and number of stewards and health and safety representatives assigned to the Employer. It is also understood that the Union and the Employer shall discuss any changes initiated by the Union or the Employer prior to such changes being agreed upon and implemented.

6.02 The Union acknowledges that stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their foreman or immediate supervisor. Such permission will not be unreasonably withheld.

6.03 Representatives of the Union shall have access to the area of work during working hours, but in no case will such representatives interfere with the progress of the work.

6.04 In the event of a layoff, one (1) steward for each twenty-five (25) employees or fraction thereof in excess of multiples of twenty-five (25) will be retained in employment, provided such stewards are qualified to perform the work available. The steward will not be excluded from overtime work provided the steward is able to do the work required and shall be one (1) of the last three (3) men retained by the Employer provided the steward is capable of performing the available work remaining. The Steward will be one of the first hired or recalled from layoff.

## ARTICLE 7 – COMPLAINTS AND GRIEVANCES

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

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

.01 Within twenty (20) days after the circumstances giving rise to the grievance occurred or originated [except in the case of a discharge grievance, which shall be presented within ten (10) working days], the grievance shall be presented to the Employer in writing on the standard form and the parties shall meet within five (5) working days in an endeavor to settle the grievance.

.02 If a satisfactory settlement is not reached within five (5) working days from this meeting, then the grievance may be submitted to a Committee consisting of two (2) members of the Union and two (2) members of the Association, at any time within five (5) days thereafter but not later and, if a satisfactory settlement is not reached within five (5) days from this meeting, the grievance may be submitted to arbitration as provided for in Article 8 below, at any time within ten (10) days thereafter but not later.

.03 Grievances dealing with alleged violation of payment for hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premium, travelling expenses, room and board allowances, reporting allowances and dues may be brought forward within three (3) months of such alleged violations. It is further understood that such grievances may be retroactive to the first day of the alleged violation.

7.03 Benefit grievances shall be brought forward within twelve (12) months after the circumstances, giving rise to the grievance become known or ought reasonably to have become known to the Union. It is further understood that the adjustment of any such grievance shall be retroactive to the first day of the alleged violation within the twelve (12) month period.

## **ARTICLE 8 – ARBITRATION**

**8.01** Both parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 7 above, and which has not been settled, will be referred to a board of arbitration at the request of either of the parties hereto.

**8.02** The board of arbitration will be composed of one (1) person appointed by the Association, one (1) person appointed by the Union and one (1) person to act as Chairman, chosen by the other two (2) members of the board.

**8.03** Within two (2) working days of the request of either party for a board, each party shall notify the other of the name of its appointee.

**8.04** Should the person chosen by the Association to act on the board and the person chosen by the Union fail to agree on a third member as Chairperson within five (5) days of the notification mentioned in 8.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate an impartial person to act as Chairperson.

**8.05** The decisions of the board of arbitration or a majority of such board constituted in the above manner, or if there is no majority, the decision of the Chairperson, shall be binding upon the employees, the Union, the Employer and the Association.

**8.06** 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 provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

**8.07** Each of the parties to this Agreement will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Chairperson.

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

.02 In determining the time, which is allowed in the various steps, Sundays, and Statutory Holidays shall be excluded, and any time limits may be extended by agreement in writing;

.03 If advantage of the provisions of Articles 7 and 8 hereof is not taken within the time limits specified therein or as extended in writing, as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.

#### **8.08 Management Grievances**

It is understood that the Association, on its own behalf or on behalf of any of Employer, may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee. Such grievances shall be processed in accordance with Article 7.02 of the grievance procedure set out above.

#### **8.09 Union Grievances**

A Union grievance, which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit, in regard to which a number of employees have signified an intention to grieve in writing or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward as a grievance of an employee, subject to the same time limits as in Article 7 and to be processed in accordance with the provisions of Article 7.02 above.

8.10 Notwithstanding any other provision in the collective agreement, an arbitrator or arbitration board appointed pursuant to the collective agreement or Sections 48, 49, or 133 of the Labour Relations Act, 1995 shall have the discretion to extend the timelines in the grievance procedure and/or referral to arbitration where there is reasonable justification to do so and to ensure that the merits of the dispute are determined. The onus to establish reasonable justification for the extension of timelines shall be borne by the party seeking such an extension.

### **ARTICLE 9 – WAGE RATES, CLASSIFICATIONS, HOURS OF WORK, OVERTIME AND OTHER CONDITIONS**

9.01 Attached hereto and forming part of this Agreement are Appendices relating to wage rates, classifications and other conditions of employment.

9.02 The amount of the employees' total compensation package to be designated as wages and/or Employer contributions may be varied

from time to time. The Employer shall make adjustments in accordance with written instructions received from the Union; provided the Union agrees that, wherever possible, such changes will coincide with the dates of other wage and/or Employer contributions rate changes and that the Employer shall be given a minimum of sixty (60) days notice of any change.

9.03 **General**

- Truck drivers will be paid at straight time rates while travelling from the yard or assembly point to and from the job.
- All shift work shall be paid at one and one-eighth times (1-1/8x) the regular day shift rate.
- A minimum of four (4) hours will be paid to employees called out for emergency or trouble Jobs. Emergency and trouble jobs shall be paid for at one and one-half (1 1/2) the regular day shift rates for work after six o'clock in the afternoon (6:00 p.m.) daily. All hours worked on Saturday shall be paid at the rate of time and one-half (1 1/2) the regular day shift rate and all hours worked on Sunday and statutory holidays will be paid at double (2x) the regular day shift rate.
- The Union and the Association will enter into a Letter of Understanding to set up a committee to address the matter of a ratio of entry level workers (trainees) to regular employees.

**ARTICLE 10 – STATUTORY HOLIDAYS**

10.01 All work performed on Sundays, New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and other statutory holiday legally declared by the Provincial Government shall be paid for at the rate of double (2x) time.

**ARTICLE 11 – VACATION WITH PAY AND STATUORY HOLIDAY PAY**

11.01 Vacation and statutory holiday credits shall be paid to employees covered by this Agreement at the rates of the gross wages earned as shown in the attached Local Union Appendices.

11.02 It is understood and agreed that the portion of these credits determined to be Statutory Holiday credits are shown in the attached Local Union Appendices.



## **ARTICLE 12 – REPORTING ALLOWANCE**

12.01 The Employer shall pay one (1) hours time (at the start of the day) when inclement weather prevents work being started. All employees who are not advised on the day prior not to report for work, and who report, and are prevented from working by reason of inclement weather, shall receive the aforesaid one (1) hour pay. Employees shall remain for one (1) hour on the job or at the assembly point to be eligible for this payment.

12.02 An employee, who reports for work at the start of his shift without having been told in advance not to report, will be paid for four (4) hours.

12.03 An employee who, in the course of his shift, is directed by the Employer to wait on a job or travel from one job site to another job site, shall be paid for such waiting or travel time, and shall also receive fifty-five cents (\$0.55) per kilometre if he is required to use his own automobile.

12.04 Employees “on-call” - There will be no standby pay for any Bell-related work. Except as provided for in Article 3 of Appendix 3 Local 527 Ottawa, there will be a lump-sum payment for standby equivalent to one hour’s pay per day for each day an employee is “on-call” and is not required to perform work of any duration. Should an employee who is “on-call” receive a call from the Employer to go to work and is not available to take the call or to go to work, no standby pay shall be required.

## **ARTICLE 13 – PROTECTIVE CLOTHING**

13.01 The Employer shall provide employees with such protective and wet weather clothing, including rain suits, rubber boots (where necessary and lined where weather conditions dictate) safety reflective vests, safety glasses, hearing protection (specialized in nature as circumstances warrant) and gloves other than normal gloves, as may be needed.

13.02 The Union recognizes the right of the Employer to economically supervise the distribution of the clothing provided and will cooperate with the Employer to prevent wasteful practices.

## **ARTICLE 14 – CO-OPERATION**

14.01 The parties hereto agree that this Agreement will apply to all power, energy and communications construction, maintenance and similar work, up to and including the meter base in all sectors of

the construction industry throughout the Province of Ontario and will cooperate and assist each other in every legitimate way to conduct the respective business in an effective and harmonious manner.

14.02 In the event the Employer becomes actively engaged in road building, sewer and watermain construction, pipeline work, as outlined in the Pipeline Agreement between the Pipe Line Contractors' Association of Canada and the Labourers' International Union of North America or other heavy construction work, the Collective Agreements applicable to such work will apply to any employee normally represented by the Union.

14.03 Employees who have worked for the Employer three (3) months or more, will be retained in employment, provided they are qualified to perform the work available, before new employees are hired. This will not preclude the Employer from laying-off employees due to lack of work or from discharging employees for cause.

## **ARTICLE 15 – SAFETY, SANITATION, SHELTER, COFFEE, AND LUNCH BREAKS**

15.01 a) Except as provided for in (b) below, every Employer shall provide a proper and adequate place of shelter. Such place of shelter shall be sufficiently heated and securely locked in which the employees covered by this Agreement may eat their lunch and store their clothing. It is further agreed that the lunch room facilities shall be separated by a partition from the area from which the clothing is stored. It is clearly understood that the place of shelter shall not be used for any other purpose such as storage of tools, etc. The facilities referred to herein will be provided before production work commences on the job, and will be located as close as possible to the working area and on tunnel projects the location shall be within one hundred feet (100) from the shaft where reasonably possible. Sanitary toilets shall be provided in accordance with the Occupational Health and Safety Act.

b) Where continuously employed, or where permits or the environment restrict or prohibit the placement of shelters referred to in (a) above, the Employer will make a reasonable effort to provide or locate suitable facilities (suitable may mean pick-up truck, van etc.)

15.02 Employees will be allowed one (1) coffee break of fifteen (15) minutes in each half (1/2) of the working shift. Employees shall be allowed a one-half (1/2) hour unpaid lunch break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a meal break.

15.03 The Employer shall make safety helmets available to employees, which shall be paid for by the employees, at cost, at the time they are supplied. On termination of employment, the employee will be credited with the amount paid, provided the helmet is returned in reasonable condition.

15.04 It is recognized that the job steward may bring to the attention of the foreman any unsafe conditions or violations of safety regulations.

15.05 The Employer shall, at its own expense, furnish to any workman injured in its employ, who is in need of it, immediate conveyance and transportation to hospital or a physician. The Employer shall reimburse employees for any damages to clothing or footwear incurred as a result of a compensable accident.

15.06 The parties have agreed to the establishment of a Safety Committee to be composed of two (2) members of the Union and two (2) representatives of the Association. Safety meetings, not to exceed one (1) per month, may be called by the representatives of either party on the Safety Committee.

15.07 Trucks, which are used to carry men and materials at the same time, will be provided with a wooden cabin to separate the men from the materials. The cabin will be properly insulated and heated when necessary, and shall have at least one (1) glass window and a sliding door.

15.08 Employees shall be entitled to be reimbursed by the Employer for loss of clothing due to fire on the Employer's premises up to a maximum of two hundred and fifty dollars (\$250.00). In all cases, an employee must provide a written and signed statement of the amount of such loss.

15.09 An employee who is injured in the course of performing his duties and requires medical attention and is unable to continue work shall be paid for his regularly assigned hours, including payment of other benefits provided herein, on the day of injury. If he is unable to return to work, he shall be paid his regular wages for any lost time incurred that day due to the injury.

15.10 Personal cell phones will not be used during the workday except during lunch and break periods.

15.11 Except with prior permission, which shall not unreasonably be denied, no personal communication devices such as cell phones, Blackberries, iPods or similar devices shall be used on the job during working hours.

Job Stewards will be allowed use of such devices as part of their duties in accordance with Article 6.02.

## **ARTICLE 16 – HIGHER WAGES**

16.01 Where the Employer becomes bound by the terms and conditions of this Agreement, no employee of that Employer receiving a higher rate of pay shall suffer a reduction of pay by reason of the execution of this Agreement.

## **ARTICLE 17 – PRE-JOB CONFERENCE**

17.01 The Employer agrees to notify the Ontario Provincial District Council and the Local Union of any contracts awarded and expected to last more than three (3) weeks and shall, in such notice, describe the location and nature of the proposed work and probable date of commencement of such work, in order that a pre-job conference can be held, if necessary, before the start of the job.

17.02 It shall be the purpose of the pre-job conference to agree to such matters as employment requirements, mobility of and the number of key men, experienced and capable Union members, probable duration of the job and any other matters related to the job.

## **ARTICLE 18 – RIGHT TO TRAVEL FOR KEY MEN**

18.01 For the purpose of this Agreement, the Employer's yard or base of operation is designated as the point of origin for employees covered by this Agreement.

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

18.03 Employees who are deemed by the Employer to be capable and experienced key men, as agreed in Article 17.02, shall be allowed complete mobility of movement throughout the Province of Ontario, provided they carry a membership book in good standing or proof of same in Labourers' International Union of North America.

18.04 Any additional personnel required shall be hired through the Local Union office in the area where the Employer is working at the time. The names of key men are to be supplied to the Local Union.

18.05 If the Local Union is unable to supply the required personnel after twenty-four (24) hours notice, excluding holidays, Saturdays and Sundays, then the Employer may hire employees outside the Union office.

18.06 When the Employer requires employees to travel from a lower paid area into a higher paid area, the employees shall, in such circumstances, receive the higher paid area hourly rates of pay.

18.07 The Employer agrees to supply to the Union, on demand, a list containing the names and dates of the termination of each employee covered under the terms of this Agreement, from time to time.

18.08 It is understood that a Union member may transfer his membership from one Local Union to another, as specified in the Union's Constitution.

18.09 Working dues shall be remitted to the Local Union where the work is being performed and benefits such as welfare, vacation pay, etc., shall be submitted to the Local Union where the employee is a member.

## **ARTICLE 19 – PAYMENT OF WAGES**

19.01 Wages shall be paid weekly and shall be accompanied by a slip outlining all hours of work, hourly rate, overtime hours, deductions for income tax, employment insurance, pension, etc., where applicable. Payday shall be no later than Thursday. It is further agreed that an employee's pay slip will show the number of hours worked in each week. Payment for correction of errors in wage payment shall be made separately.

19.02 After notification by the employee and/or Union to the Employer regarding delay of delivery of weekly pay cheque, the Employer will be given twenty-four (24) hours to produce the outstanding pay cheque. If a

pay cheque cannot be produced, the Employer will issue a cash advance of two hundred and fifty-dollars (\$250.00). The Employer will guarantee issuance of cheque by completion of the workday Monday. If the Employer defaults, the employee shall be paid waiting time at straight time rates, not to exceed four (4) hours for each day the delinquency continues.

19.03 In the case of layoff, all men will be notified the day before the layoff, where practical, but in any event, shall receive one (1) hour's notice in advance of the layoff.

19.04 Whenever Employment Insurance forms, vacation and statutory holiday pay credits and pay cheque are not given to employees at the time of termination, they shall be sent by the Employer affected to the employee by registered mail to his last known address within three (3) days of the time of termination.

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

19.6 Employer may pay wages as a direct bank deposit.

## **ARTICLE 20 – TRAVELLING EXPENSES**

20.01 Employees covered by the terms and conditions of this Agreement in all areas will receive traveling expenses in accordance with the following provisions, unless specified otherwise in the attached Appendices.

### **20.02 Local Travel**

The Employer shall pay employees at straight time rates for all time spent travelling to and from the work site in excess of fifteen (15) minutes each way. Time will commence leaving the assembly point and end at the time of arrival at the work site. This local travelling time allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

### **20.03 Distant Travel**

Where the operations of the Employer require employees to transfer from job to job and from place to place outside a Metropolitan area, the Employer will pay the cost of transportation between points and reimburse for meals and accommodation en route. Such employees who are

required to live outside of their normal place of residence and whose regular and permanent residence is within a Metropolitan area, will be supplied transportation back to the assembly point or base of operations once each week. In addition to the board allowance provided for in Section 20.03.01 below, employees who are eligible for such expense will be required to remain on the job for one (1) month or for the duration of the job if less than one (1) month and may be required to sign a form to that effect.

.01 An employee sent by the Employer to a job and who is required by the Employer to remain away from his normal place of residence and from where the job is within one hundred (100) road kilometres from the Employer's base of operations, will be paid a board allowance of sixty dollars (\$60.00) per day. Where such jobs are more than one hundred (100) road kilometres from the Employer's base of operations, the employee will be paid a board allowance of one hundred and twenty dollars (\$120.00) per day.

.02 Employees travelling to jobs throughout the Province of Ontario and who are required to use their own automobile outside of the Metropolitan area shall be paid an allowance of fifty-five cents (\$0.55) per kilometre each way from the Employer's yard or base of operations within the areas as outlined in the attached Appendices.

## **ARTICLE 21 – WELFARE CONTRIBUTIONS**

21.01 Each Employer shall make contributions to the applicable Employee Benefit Plan as described in Schedule 'B' of this Agreement at the rates contained in the Appendices attached hereto on a per hour basis for each hour worked. Such contributions shall be paid on or before the fifteenth (15th) day of the month following the month in which such hours were worked and shall be accompanied by a remittance report form for such employees as prescribed by the Trustees of the Fund. Each monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month. Such contributions shall be made payable by cheque to the applicable fund.

21.02 It is understood and agreed that the welfare funds shall be jointly trusted by an equal number of Union and Employer representatives, save and except Local 837 Welfare Benefit Trusts.

21.03 The purpose of these Funds is to provide weekly indemnity life insurance, dental plan, or similar benefits for the employees covered by this Agreement.

21.04 Remittance forms are to be provided and supplied to the Employers by the various Funds at no cost.

21.05 It is agreed that, by joint agreement, the Trustees of the Benefit Funds shall be empowered to charge interest at the rate of one and one-half percent (1 1/2%) per month on failure of an Employer to make payment due to the Benefit Fund.

21.06 Each Employer bound by this Agreement agrees that where the Trustees of any Employee Benefit Plan to which the Employer is required to contribute payments, have just cause to believe that an Employer has not made proper or any contributions and reports in relation to the Benefit Plan, it shall permit a chartered accountant appointed by the Trustees to perform the necessary audit.

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

21.08 The parties agree that there shall be reciprocation of health and welfare contributions for employees working outside of their home jurisdiction exclusively through the Labourers' Provincial Reciprocal Agreement made as of May 1, 1982, and any amendments thereto (the "Reciprocal Agreement"). The Employer and the Employee Bargaining Agencies, all affiliated bargaining agents and parties bound to this Agreement, shall take the necessary steps to ensure that all health and welfare contributions made under this Collective Agreement continue to be sent to the Trust Funds that are party to the Reciprocal Agreement. The parties agree that there shall be no other reciprocal arrangement other than the Reciprocal Agreement for health and welfare contributions, and that any such arrangement is null and void.

## **ARTICLE 22 – PENSION CONTRIBUTIONS**

22.01 Each Employer shall make contributions to the Pension Fund as described in Schedule "B" of this Agreement at the rate contained in the Appendices per hour for each hour worked by employees of the



Employer covered by this Agreement.

22.02 Such contributions shall be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund.

22.03 Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

22.04 It is agreed that, by joint agreement of the Council and the Association, interest at the rate of one and one-half percent (1½%) per month may be charged on failure of an Employer to make payments due to the Pension Fund.

22.05 In the jurisdiction of Local 1059, the Employer agrees to deduct an amount per hour worked on a weekly basis, from each employee's weekly gross wages, payable to a Group or Registered Retirement Savings Plan, as directed in writing by the applicable Local Unions for its members. Such monies shall be remitted directly to the Local Union with the following provisions, unless specified otherwise in the attached Appendices.

## **ARTICLE 23 – TRAINING AND OTHER FUNDS**

23.01 The Employer agrees to pay for each hour worked by employees of the Employer covered by this Agreement to the Training and Other Funds described in Schedule "B" of this Agreement at the rates contained in the Appendices attached hereto. All Local Unions with Training Trust Funds shall make training facilities available and train, at no cost to the Employer, those members employed by the Employer in the basic Utility Labour Training programme as developed and endorsed by the Association and Local Union 183.

23.02 Remittance forms are to be supplied by the Union or Funds at no cost. Payments into the Funds shall be made by the fifteenth (15th) day of the month following the month for which payment is due.

23.03 The rates of contribution contained in the Appendices to the Agreement include five cents (\$0.05) per hour that will be remitted to the Canadian Tri-Fund which consists of the following Trust Funds:

- .01 Labourers' Education and Training Fund
- .02 Labourers' National Health and Safety Trust Fund
- .03 Labourers' Employers Co-Operation and Education Trust Fund

23.04 **Industry Fund**

Each Employer bound by this Agreement shall contribute twenty five-cents (\$0.25) per hour worked by each employee covered by this Agreement and remit such contributions to the Utility Contractors' Association on forms provided by the Association to the Employers, on or before the fifteenth (15th) day of the month, following the month for which the contributions were due. Such amounts to cover the costs of negotiating and administering this Agreement.

23.05 It is agreed that the Union or Association shall be empowered to charge interest at the rate of one and one-half percent (1 ½%) per month on failure of an employer to make payment due on remittance or contribution set out in Article 23 or in the Local Union Schedules.

**ARTICLE 24 – CONSTRUCTION CRAFT WORKER**

24.01 The parties hereby agree to recognize and support the Construction Craft Worker Apprenticeship with the Ontario Ministry of Training, Colleges and Universities. They also agree to participate on 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.

The Association shall be entitled to appoint a representative(s) on such committee(s).

**ARTICLE 25 – REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT**

25.01 An employee injured in the performance of his duties will resume his regular work when medically fit to do so, if work is available and he applies. The job of an injured worker shall be deemed available if, upon his return, any work within his classification on any project under this Agreement is being performed by an employee who, subsequent to the time of injury, was hired by the Employer, or transferred or otherwise assigned to perform any work within the said classification on any project covered by this Agreement. An employee who claims he has been denied employment, contrary to this

provision, may have recourse to the Grievance and Arbitration Procedures as set out in Articles 7 and 8 of this Agreement.

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

## **ARTICLE 26 – GOVERNMENT LEGISLATION**

26.01 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.

### **26.02 Employment Standards Amendment Act, 1991**

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

26.03 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 by the Appendices. The Employer shall pay Provincial Retail Sales Tax on contributions to Members' Benefit Fund and remit such taxes to said Fund, together with the contributions on which such tax is paid.

## **ARTICLE 27 – JURISDICTIONAL CLAIMS**

27.01 The Employer recognizes the jurisdictional claims of the Union, provided that when a work claim dispute arises between the Union, which is a party to this Agreement and any other Union or organization, which cannot be settled to the satisfaction of all parties concerned, such dispute shall immediately be processed as a complaint to the Ontario Labour Relations Board requesting an order from the Board, as outlined in Section 99 of the Labour Relations Act and, in the meantime, work will continue as assigned by the Employer, until otherwise directed by the Ontario Labour Relations Board.

## **ARTICLE 28 – JOINT LABOUR-MANAGEMENT COMMITTEE**

28.01 In consideration of the mutual benefits likely to be obtained by way or more harmonious relationships between the Association and the Council, a Joint Labour-Management Committee shall be established.

28.02 The Joint Committee shall be selected from named members of the Association and named business representatives of the Union; the selection of three (3) appointees for each party constituting this Committee shall rest with each respective chairman of the Labour Relations Committee. The Committee shall select a chairman and secretary and minutes shall be kept of all meetings.

28.03 The above Committee shall meet twice yearly or at any other time deemed necessary by either party to this Agreement.

28.4 This Committee shall handle matters pertaining to better relations between the Employer and the Union for the general betterment of the industry.

## **ARTICLE 29 – GENERAL**

29.01 In no event shall the Employer be required to pay higher rates of wages or be subject to more unfavourable working conditions than those established by the Union for any other Employer engaged in power, energy and communications construction, maintenance and repair, as covered in this Agreement, throughout the Province of Ontario, except as agreed by mutual consent of both parties.

29.02 The Council and the member Local Unions of the Council shall not enter into any agreement, arrangement or understanding, which includes wages or conditions, which are inferior to those, contained herein for work covered by this Agreement.

29.03 If the Council or a member Local Union of the Council enters into an agreement, arrangement or understanding in violation of the foregoing, this Agreement shall be amended such that the wages and conditions of such agreement, arrangement or understanding shall become the wages and conditions applicable to all work covered by such agreement, arrangement or understanding within the geographical area of the Council or the member Local Union which is party to the agreement, arrangement or understanding.

29.04 Where a particular clause, article or provision contained within a Local Union Schedule and not within the Master Portion of this Agreement works a hardship in a specific geographic area within the jurisdiction of the Local Union, the Council, in consultation and agreement with the Local Union, may reach a Memorandum of Local Exemption or Amendment, in writing, with the Association, to exempt or amend the particular clause, article or provision of the Local Union Schedule for the geographic area within the jurisdiction of the Local Union specified in the Memorandum of Local Exemption or Amendment.

29.05 During the lifetime of this Agreement, the Union shall have the right, subject to the approval of the Trustees at any time, to require the Employer to change the amounts of contributions to any Trust Fund, other than the Vacation with Pay Trust, by transferring any portion of the contribution required to be made to any particular Trust Fund to any other Trust Fund, provided that there will be no increase to the total monetary contributions required to be made under this Agreement and also provided that the Trust Fund to which the contribution is directed to is part of this Collective Agreement.

### **ARTICLE 30 – GENDER NEUTRALITY**

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

### **ARTICLE 31 – EMPLOYMENT EQUITY**

31.01 The Association and the Union mutually recognize the need for employment equity initiatives. Following joint investigation and consultation, the parties agree to meet to develop an Employment Equity Plan.

### **ARTICLE 32 – NEW CLASSIFICATIONS**

32.01 In the event that during the term of this Collective Agreement, industry development or practice results in a requirement for classifications within the jurisdiction of the Union not provided for herein, the Employer and the Union shall meet within fifteen (15) days' notice of either upon the other and commence negotiations, the sole and restricted purpose of which shall be to establish such classifications and the wage rates applicable thereto; it is further agreed that unless the parties reach agreement on the aforesaid within fifteen (15) days of such meeting, the matter in dispute shall then be submitted and resolved

in accordance with the grievance clauses set forth in this Agreement.

## ARTICLE 33 – DURATION

33.01 This Agreement shall become effective on the date hereof and shall remain in effect until the 1st day of May 2019, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination of or proposed revision of this Agreement, not more than one hundred and twenty (120) days and not less than sixty (60) days before the 30th day of April 2022, or in a like period in any year thereafter.

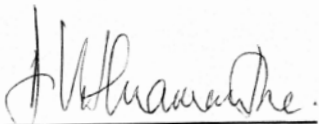
## New Article Indigenous Content Commitment

The Employer and the Union agree to discuss and cooperate to encourage opportunities for local and Indigenous employment under the terms and conditions of the agreement.

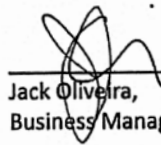
**IN WITNESS WHEREOF** the party of the First Part and the party of the Second Part have caused their proper officers to affix their signatures the day and year first above written.

The Utility Contractors Association  
of Ontario Incorporated

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



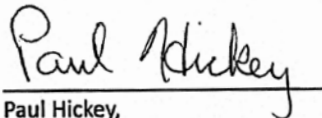
Namby Vithiananthan,  
Chair, Labour Committee



Jack Oliveira,  
Business Manager, LIUNA OPDC



Simon A. Clarke,  
Executive Director



Paul Hickey,  
Assistant Business Manager,  
LIUNA OPDC

**SCHEDULE "A"**  
**ASSOCIATION/ LOCAL UNION INFORMATION AND**  
**GEOGRAPHIC JURISDICTIONS**

**The Utility Contractors 'Association of Ontario**

P.O. Box 28010

Phone: (905) 457-8120

Terrytown PO

Fax: (905) 457-8944

Scarborough, Ontario M1N 4E7

Web: [www.uca.on.ca](http://www.uca.on.ca)

Executive Director: Simon A. Clarke

**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

Phone: (289) 291-3678

Suite 701

Fax: (289) 291-1120

Oakville, Ontario L6H 1A7

Business Manager: Jack Oliveira

**Labourers' International Union of North America, Local 183 - Toronto**

1263 Wilson Avenue, Suite 300

Phone: (416) 241-1183

North York, Ontario M3M 3G3

Fax: (416) 241-9845

Business Manager: Jack Oliveira

OLRB Board Areas: 7, 8, 9, 10, 11, 12, 18, 27 and 29.

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; 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 and including all towns and townships therein; namely, the Town of Whitby, Whitby Township, Uxbridge and Uxbridge Township, Scott, Reach, Brock, the Town of

Port Darlington, Cartwright, Clark, Manvers, Hope and Caven Townships and the Town of Bowmanville, Newcastle, Port Hope and Millbrook. The County of Northumberland, including Hamilton, Haldimand, Alnwick Townships, the Towns of Cobourg, Grafton and Baltimore, District of Muskoka and the Townships of Rama, Mara and Thorah in the County of Simcoe.

**Labourers' International Union of North America, Local 183 – Barrie Office**

64 Saunders Road

Phone: (705) 735-9890

Barrie, Ontario L4N 9A8

Fax: (705) 735-3479

**Labourers' International Union of North America, Local 183 – Eastern Office**

P.O. Box 156, 560 Dodge Street

Phone: (905) 372-1183

Cobourg, Ontario K9A 4K5

Fax: (905) 372-7488

Business Manager: Jack Oliveira

**Board Area No. 8 –**

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; 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 & Dufferin - being OLRB Area No. 7 & 27

**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

The Counties of Hastings, Prince Edward, Lennox, Addington, Frontenac and township of Leeds and Thousand Islands, Township of Athens, Township of Front Younge, and all lands south thereof in OLRB Area 29.



**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

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

**Labourers’ International Union of North America, Local 527**

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

The Counties of Dundas, Stormont, Glengarry, Prescott, Russell, Lanark, Renfrew, and the geographic Townships of North Crosby, South Crosby, Bastard, Kitley and Elizabethtown in the County of Leeds.

**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 the part of the Districts of Cochrane which lie north of the 49th parallel of latitude that is not within an eighty - one (81) kilometer radius of the Timmins Federal Building in Ontario Labour Relations Board Area No.19.

**Labourers’ International Union of North America, Local 625**

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

The Counties of Essex and Kent.

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

44 Hughson Street South Phone: (905) 529-1116  
Hamilton, Ontario L8N 2A7 Fax: (519) 737-0380  
Business Manager: Manuel Bastos Niagara Phone: (905) 227-1837

The Counties of Lincoln, Welland, Haldimand, Norfolk, Brant, Wellington, Wentworth and the Townships of Nelson, and Nassagawaga in the County of Halton.

**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 Counties of Waterloo, Norfolk and Brant, recognized as Ontario Labour Relations Board Areas 4 and 6.

**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

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

56 Firestone Blvd. Phone: (519) 455-8083  
London, Ontario N5W 5L4 Fax: (519) 455-0712  
Business Manager: Brandon MacKinnon

The Counties of Middlesex, Elgin, Oxford, Perth, Huron, Grey and Bruce.

**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 "B"

### FUND NAMES AND REMITTANCE ADDRESSES FOR ALL TRUST FUNDS

#### Pension Funds:

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

#### Utility Industry Fund:

For all Local Unions, make cheque payable to the Utility Contractors Association of Ontario and shall be remitted directly to:

The Utility Contractors Association of Ontario

P.O. Box 28010 Terrytown PO

Scarborough, Ontario M1N 3E7

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

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

<b>Local Union:</b>	<b>Payable to:</b>	<b>Mail to:</b>	<b>Phone/Fax:</b>
Local 183 (Kingston)	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	c/o Local 183, 1263 Wilson Ave., Ste. 200 Toronto, ON M3M 3G3	Tel: (416) 240-7480 Fax: (416) 240-7488
Local 183 (Kingston)	Local 183 Training and Rehabilitation Fund		
Local 493 Welfare, Scholarship, Supplementary Pension, Organizing Fund and Training	LIUNA Local 493	584 Clinton Avenue Sudbury, ON P3B2T2	Tel: (705) 674-2515 Fax: (705) 674-6728
Local 506	Trustees of Labourers' Union Local 506 (Wreckers Division) Employee Benefit Trust	c/o Benefit Plan Administrators Limited. c/o Local 506 3750 Chesswood Drive Suite 1, Toronto, ON M3J 2W6	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	Labourer's Local 625 Funds	c/o LiUNA Local 625 2155 Fasan Drive Oldcastle, ON N0R 1L0	Tel: (519) 737-0373 Fax: (519) 737-0380
Local 837	LiUNA Local 837 Welfare Fund	All remittances to:	
Local 837 - Training	Labourers' Local 837 Training Trust	c/o LiUNA Local 837 44 Hughson St. South, Hamilton, ON L8N 2A7	Tel: (905) 529-1116 Fax: (905) 529-2723
Local 837 -Vacation with Pay	Local 837 (Hamilton) Vacation Pay Trust Fund		

<b>Local Union:</b>	<b>Payable to:</b>	<b>Mail to:</b>	<b>Phone/Fax:</b>
Local 1036	Labourers' Local 1036 Employee Benefit Trust Fund- The Labourers' Multi-Local Welfare Trust Fund of Ontario	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 L6R 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 56 Firestone Blvd. London, ON N5W 5L4	Tel: (519) 455-8083 Fax: (519) 455-0712
Local 1059 - GRRSP	Local 1059 GRRSP Fund	Or designated alternative with 60 days written notice by Local 1059	
Local 506 (OLRB Areas 7 & 27)	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 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 1 LOCAL 183

OLRB Areas No. 8, 9, 10, 11, 12, 18 and 29, and the County of Hastings

### ARTICLE 1 – OLRB AREA NO. 8

#### 1.01 Wage Rates and Classifications

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRI-FUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Group 1: Labourers (unskilled).	05/01/2019	37.97	3.90	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	57.02	3%	0.40	0.25	57.27
	05/01/2020	38.65	3.87	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	58.27	3%	0.40	0.25	58.52
	05/01/2021	39.34	3.93	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	59.52	3%	0.40	0.25	59.77
Group 2: Powderman Helper	05/01/2019	36.02	3.90	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	57.07	3%	0.40	0.25	57.32
	05/01/2020	36.70	3.87	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	58.32	3%	0.40	0.25	58.57
	05/01/2021	39.38	3.94	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	59.57	3%	0.40	0.25	59.82
Local 183 – Group 3: Labourers (semi-skilled); Form strippers; sccretecrete and call ozone; portable compressors; small mixer and pump man (4" discharge and under); groudman; mortar man; storeman and lumber yard attendant; farm tractor driver	05/01/2019	36.06	3.81	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	57.12	3%	0.40	0.25	57.37
	05/01/2020	36.75	3.87	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	58.37	3%	0.40	0.25	58.62
	05/01/2021	39.43	3.94	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	59.62	3%	0.40	0.25	59.87
Local 183 – Group 4: Labourers (skilled - Group No. 1); Pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers	05/01/2019	36.14	3.81	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	57.20	3%	0.40	0.25	57.45
	05/01/2020	36.82	3.88	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	58.45	3%	0.40	0.25	58.70
	05/01/2021	39.50	3.95	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	59.70	3%	0.40	0.25	59.95

OLRB Area No. 8 (continued)

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRI-FUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			INDUSTRY FUND	EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE			
Local 183 - Group 5: Labourers (skilled - Group No. 2); Drillers (all types); wagon drills, etc.; powderman	05/01/2019	38.16	3.82	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	57.23	3%	0.40	0.25	57.48	
	05/01/2020	38.85	3.88	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	58.48	3%	0.40	0.25	58.73	
	05/01/2021	39.53	3.95	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	59.73	3%	0.40	0.25	59.98	
Local 183 - Group 6: Labourers (skilled - Group No. 3); Carpenters; linemen; truck driver (over 3/4 ton)	05/01/2019	38.48	3.85	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	57.53	3%	0.40	0.25	57.83	
	05/01/2020	39.16	3.92	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	58.83	3%	0.40	0.25	59.08	
	05/01/2021	39.85	3.98	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	60.08	3%	0.40	0.25	60.33	
Local 183 - Group 8B: Truck driver requiring an AZ or DZ license.	05/01/2019	38.92	3.89	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	58.06	3%	0.40	0.25	58.31	
	05/01/2020	39.60	3.96	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	59.31	3%	0.40	0.25	59.56	
	05/01/2021	40.28	4.03	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	60.56	3%	0.40	0.25	60.81	
Local 183 - Group 7: Labourers (skilled - Group No. 4); Electricians	05/01/2019	38.96	3.90	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	58.11	3%	0.40	0.25	58.36	
	05/01/2020	39.65	3.96	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	59.36	3%	0.40	0.25	59.61	
	05/01/2021	40.33	4.03	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	60.61	3%	0.40	0.25	60.86	

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRIFUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Local 183 – Group 7B: Labourers: Tunnel workers where tunnel is in excess of ten feet in length, excluding shallow tree tunnels	05/01/2019	40.55	4.06	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	59.86	3%	0.40	0.25	60.11
	05/01/2020	41.24	4.12	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	61.11	3%	0.40	0.25	61.36
	05/01/2021	41.92	4.19	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	62.36	3%	0.40	0.25	62.61
Local 183 – Group 8: Working Foreman	05/01/2019	41.01	4.10	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	60.36	3%	0.40	0.25	60.61
	05/01/2020	42.15	4.21	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	62.11	3%	0.40	0.25	62.36
	05/01/2021	43.28	4.33	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	63.86	3%	0.40	0.25	64.11
Local 183 – Group 9: Watchperson (48 hours per week)	05/01/2019	28.86	2.89	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	47.00	3%	0.40	0.25	47.25
	05/01/2020	29.55	2.95	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	48.25	3%	0.40	0.25	48.50
	05/01/2021	30.23	3.02	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	49.50	3%	0.40	0.25	49.75
Local 183 – Group 10: Flagperson	05/01/2019	30.11	3.01	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	48.37	3%	0.40	0.25	48.62
	05/01/2020	30.79	3.08	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	49.62	3%	0.40	0.25	49.87
	05/01/2021	31.47	3.15	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	50.87	3%	0.40	0.25	51.12
Local 183 – Group 11: Electrician (Working Foreman)	05/01/2019	42.95	4.29	3.40	0.60	0.80	9.90	0.25	0.10	0.05	0.10	0.05	62.49	3%	0.40	0.25	62.74
	05/01/2020	44.08	4.41	3.55	0.60	0.90	10.10	0.25	0.10	0.05	0.15	0.05	64.24	3%	0.40	0.25	64.49
	05/01/2021	45.22	4.52	3.70	0.60	1.00	10.30	0.25	0.10	0.05	0.20	0.05	65.99	3%	0.40	0.25	66.24

OLRB Area No. 8 (continued)



NOTES:

(1) Article 1 Truck Drivers with an AR license shall receive a premium of twenty-five cents (\$0.25) per hour over the group 6 hourly rate

(2) The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/are employed as a Working Foreman, those employees will receive a premium set out above. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of the Working Foreman and the premium associated with such position.

1.02 HOURS OF WORK AND OVERTIME

The regular hours of work shall be nine (9) hours per day, Monday to Friday inclusive. All time worked after nine (9) hours per day or six o'clock in the afternoon (6:00 p.m.) any day, or after forty-five (45) hours per week, shall be deemed overtime work or shift work and shall be paid at time and one-half (1½x) the regular day shift rate, save and except shift work.

# ARTICLE 2 – BELL WORK ONLY (Holland Landing and Mississauga 905)

## 2.01 Wage Rates and Classifications

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRI-FUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE	
Local 183 – Group 1: Labourers (unskilled)	05/01/2019	26.61	2.66	3.40	0.30	0.75	8.05	0.17	0.10	0.05	0.10	0.05	42.24	3%	0.40	42.49
	05/01/2020	27.00	2.70	3.55	0.30	0.85	8.25	0.17	0.10	0.05	0.15	0.05	43.17	3%	0.40	43.42
	05/01/2021	27.39	2.74	3.70	0.30	0.95	8.45	0.17	0.10	0.05	0.20	0.05	44.10	3%	0.40	44.35
Local 183 – Group 2: Powderman Helper	05/01/2019	26.66	2.67	3.40	0.30	0.75	8.05	0.17	0.10	0.05	0.10	0.05	42.30	3%	0.40	42.55
	05/01/2020	27.05	2.71	3.55	0.30	0.85	8.25	0.17	0.10	0.05	0.15	0.05	43.23	3%	0.40	43.48
	05/01/2021	27.45	2.74	3.70	0.30	0.95	8.45	0.17	0.10	0.05	0.20	0.05	44.16	3%	0.40	44.41
Local 183 – Group 3: Labourers (semi-skilled); Form strippers, scotcrete and calf cozer, portable compressors; small mixer and pump man (4* discharge and under); groulman, mortar man, storeman and lumber yard attendant; farm tractor driver	05/01/2019	26.71	2.67	3.40	0.30	0.75	8.05	0.17	0.10	0.05	0.10	0.05	42.35	3%	0.40	42.60
	05/01/2020	27.10	2.71	3.55	0.30	0.85	8.25	0.17	0.10	0.05	0.15	0.05	43.28	3%	0.40	43.53
	05/01/2021	27.49	2.75	3.70	0.30	0.95	8.45	0.17	0.10	0.05	0.20	0.05	44.21	3%	0.40	44.46
Local 183 – Group 4: Labourers (skilled - Group No. 1); Pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers	05/01/2019	26.76	2.68	3.40	0.30	0.75	8.05	0.17	0.10	0.05	0.10	0.05	42.41	3%	0.40	42.66
	05/01/2020	27.15	2.72	3.55	0.30	0.85	8.25	0.17	0.10	0.05	0.15	0.05	43.34	3%	0.40	43.59
	05/01/2021	27.55	2.75	3.70	0.30	0.95	8.45	0.17	0.10	0.05	0.20	0.05	44.27	3%	0.40	44.52

BELL WORK ONLY (Holland Landing and Mississauga 905)  
(Continued)

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TR-FUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			INDUSTRY FUND	EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE			
Local 183 – Group 5: Labourers (skilled - Group No. 2); Drillers (all types); wagon drills, etc.; powderman	05/01/2019	26.81	2.68	3.40	0.30	0.75	8.05	0.17	0.10	0.05	0.10	0.05	42.46	3%	0.40	0.25	42.66	
	05/01/2020	27.20	2.72	3.55	0.30	0.85	8.25	0.17	0.10	0.05	0.15	0.05	43.39	3%	0.40	0.25	43.64	
	05/01/2021	27.59	2.76	3.70	0.30	0.95	8.45	0.17	0.10	0.05	0.20	0.05	44.32	3%	0.40	0.25	44.57	
Local 183 – Group 6: Labourers (skilled - Group No. 3); Carpenters; linemen; truck driver (over 3/4 tonne)	05/01/2019	27.11	2.71	3.40	0.30	0.75	8.05	0.17	0.10	0.05	0.10	0.05	42.79	3%	0.40	0.25	43.04	
	05/01/2020	27.50	2.75	3.55	0.30	0.85	8.25	0.17	0.10	0.05	0.15	0.05	43.72	3%	0.40	0.25	43.97	
	05/01/2021	27.89	2.79	3.70	0.30	0.95	8.45	0.17	0.10	0.05	0.20	0.05	44.65	3%	0.40	0.25	44.90	
Local 183 – Group 6B: Truck driver requiring an AZ or DZ license.	05/01/2019	27.56	2.76	3.40	0.30	0.75	8.05	0.17	0.10	0.05	0.10	0.05	43.29	3%	0.40	0.25	43.54	
	05/01/2020	27.95	2.80	3.55	0.30	0.85	8.25	0.17	0.10	0.05	0.15	0.05	44.22	3%	0.40	0.25	44.47	
	05/01/2021	28.35	2.83	3.70	0.30	0.95	8.45	0.17	0.10	0.05	0.20	0.05	45.15	3%	0.40	0.25	45.40	
Local 183 – Group 7: Working Foreman	05/01/2019	29.01	2.90	3.40	0.30	0.75	8.05	0.17	0.10	0.05	0.10	0.05	44.88	3%	0.40	0.25	45.13	
	05/01/2020	29.85	2.99	3.55	0.30	0.85	8.25	0.17	0.10	0.05	0.15	0.05	46.31	3%	0.40	0.25	46.56	
	05/01/2021	30.70	3.07	3.70	0.30	0.95	8.45	0.17	0.10	0.05	0.20	0.05	47.74	3%	0.40	0.25	47.99	

NOTES:

(1) Article 2 Truck Drivers with an AR license shall receive a premium of twenty-five cents (\$0.25) per hour over the group 6 hourly rate

(2) The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/are employed as a Working Foreman, those employees will receive a premium set out above. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of the Working Foreman and the premium associated with such position.

2.02 HOURS OF WORK AND OVERTIME

The regular hours of work shall be nine (9) hours per day, Monday to Friday inclusive. All time worked after nine (9) hours per day or six o'clock in the afternoon (6:00 p.m.) any day, or after forty-five (45) hours per week, shall be deemed overtime work or shift work and shall be paid at time and one-half (1½x) the regular day shift rate, save and except shift work.

## ARTICLE 3 – LOCAL 183 EAST

### OLRB Areas No. 9, 10, 11 and that portion of OLRB Area No. 12 west of the Trent-Severn Waterway

#### 3.01 Wage Rates and Classifications

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRI-FUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE	
Local 183 East – Group 1: Labourers (unskilled)	05/01/2019	32.66	3.27	3.30	0.60	0.80	7.84	0.10	0.10	0.05	0.10	0.05	48.87	3%	0.40	49.12
	05/01/2020	33.19	3.32	3.45	0.60	0.90	8.04	0.10	0.10	0.05	0.15	0.05	49.95	3%	0.40	50.20
	05/01/2021	33.72	3.37	3.60	0.60	1.00	8.24	0.10	0.10	0.05	0.20	0.05	51.03	3%	0.40	51.28
Local 183 East – Group 2: Powderman Helper	05/01/2019	32.71	3.27	3.30	0.60	0.80	7.84	0.10	0.10	0.05	0.10	0.05	48.92	3%	0.40	49.17
	05/01/2020	33.24	3.32	3.45	0.60	0.90	8.04	0.10	0.10	0.05	0.15	0.05	50.00	3%	0.40	50.25
	05/01/2021	33.76	3.38	3.60	0.60	1.00	8.24	0.10	0.10	0.05	0.20	0.05	51.08	3%	0.40	51.33
Local 183 East – Group 3: Labourers (semi-skilled); Form strippers; scotcrete and calf loader; portable compressors; small mixer and pump man (4* discharge and under); grouman; mortar man; storeman and lumber yard attendant; farm tractor driver	05/01/2019	32.86	3.29	3.30	0.60	0.80	7.84	0.10	0.10	0.05	0.10	0.05	49.09	3%	0.40	49.34
	05/01/2020	33.39	3.34	3.45	0.60	0.90	8.04	0.10	0.10	0.05	0.15	0.05	50.17	3%	0.40	50.42
	05/01/2021	33.92	3.39	3.60	0.60	1.00	8.24	0.10	0.10	0.05	0.20	0.05	51.25	3%	0.40	51.50
Local 183 East – Group 4: Labourers (skilled) - Group No. 1); Pilelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers	05/01/2019	32.93	3.29	3.30	0.60	0.80	7.84	0.10	0.10	0.05	0.10	0.05	49.16	3%	0.40	49.41
	05/01/2020	33.45	3.35	3.45	0.60	0.90	8.04	0.10	0.10	0.05	0.15	0.05	50.24	3%	0.40	50.49
	05/01/2021	33.98	3.40	3.60	0.60	1.00	8.24	0.10	0.10	0.05	0.20	0.05	51.32	3%	0.40	51.57

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRIFUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			
														WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
Local 183 East – Group 5: Labourers (skilled - Group No. 2); Drillers (all types); wagon drills, etc.; powderman	05/01/2019	33.16	3.32	3.30	0.60	0.80	7.84	0.10	0.10	0.05	0.10	0.05	49.42	3%	0.40	0.25	49.67
	05/01/2020	33.69	3.37	3.45	0.60	0.90	8.04	0.10	0.10	0.05	0.15	0.05	50.50	3%	0.40	0.25	50.75
	05/01/2021	34.22	3.42	3.60	0.60	1.00	8.24	0.10	0.10	0.05	0.20	0.05	51.58	3%	0.40	0.25	51.83
Local 183 East – Group 6: Truck Driver	05/01/2019	33.16	3.32	3.30	0.60	0.80	7.84	0.10	0.10	0.05	0.10	0.05	49.42	3%	0.40	0.25	49.67
	05/01/2020	33.69	3.37	3.45	0.60	0.90	8.04	0.10	0.10	0.05	0.15	0.05	50.50	3%	0.40	0.25	50.75
	05/01/2021	34.22	3.42	3.60	0.60	1.00	8.24	0.10	0.10	0.05	0.20	0.05	51.58	3%	0.40	0.25	51.83
Local 183 East – Group 6B: AZ/DZ Driver	05/01/2019	33.63	3.36	3.30	0.60	0.80	7.84	0.10	0.10	0.05	0.10	0.05	49.93	3%	0.40	0.25	50.18
	05/01/2020	34.15	3.42	3.45	0.60	0.90	8.04	0.10	0.10	0.05	0.15	0.05	51.01	3%	0.40	0.25	51.26
	05/01/2021	34.68	3.47	3.60	0.60	1.00	8.24	0.10	0.10	0.05	0.20	0.05	52.09	3%	0.40	0.25	52.34

Local 183 East (continued)

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRI-FUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			
														WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
Local 183 East– Group 7: Labourers (skilled - Group No. 3); Carpenter; lineman; float driver	05/01/2019	33.26	3.33	3.30	0.60	0.80	7.84	0.10	0.10	0.05	0.10	0.05	49.53	3%	0.40	0.25	49.78
	05/01/2020	33.79	3.38	3.45	0.60	0.90	8.04	0.10	0.10	0.05	0.15	0.05	50.61	3%	0.40	0.25	50.86
	05/01/2021	34.32	3.43	3.60	0.60	1.00	8.24	0.10	0.10	0.05	0.20	0.05	51.69	3%	0.40	0.25	51.94
Local 183 East – Group 8: Labourers (skilled - Group No. 4); Electricians	05/01/2019	33.26	3.33	3.30	0.60	0.80	7.84	0.10	0.10	0.05	0.10	0.05	49.53	3%	0.40	0.25	49.78
	05/01/2020	33.79	3.38	3.45	0.60	0.90	8.04	0.10	0.10	0.05	0.15	0.05	50.61	3%	0.40	0.25	50.86
	05/01/2021	34.32	3.43	3.60	0.60	1.00	8.24	0.10	0.10	0.05	0.20	0.05	51.69	3%	0.40	0.25	51.94
Local 183 East – Group 8B: Tunnel Work	05/01/2019	34.85	3.49	3.30	0.60	0.80	7.84	0.10	0.10	0.05	0.10	0.05	51.28	3%	0.40	0.25	51.53
	05/01/2020	35.38	3.54	3.45	0.60	0.90	8.04	0.10	0.10	0.05	0.15	0.05	52.36	3%	0.40	0.25	52.61
	05/01/2021	35.91	3.59	3.60	0.60	1.00	8.24	0.10	0.10	0.05	0.20	0.05	53.44	3%	0.40	0.25	53.69
Local 183 East – Group 9: Working Foreman	05/01/2019	35.80	3.58	3.30	0.60	0.80	7.84	0.10	0.10	0.05	0.10	0.05	52.32	3%	0.40	0.25	52.57
	05/01/2020	36.78	3.68	3.45	0.60	0.90	8.04	0.10	0.10	0.05	0.15	0.05	53.90	3%	0.40	0.25	54.15
	05/01/2021	37.76	3.78	3.60	0.60	1.00	8.24	0.10	0.10	0.05	0.20	0.05	55.48	3%	0.40	0.25	55.73

Local 183 East (continued)

## NOTES:

(1) Article 3 Truck Drivers with an AR license shall receive a premium of twenty-five cents (\$0.25) per hour over the group 6 hourly rate.

(2) The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/are employed as a Working Foreman, those employees will receive a premium set out above. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of the Working Foreman and the premium associated with such position.

### 3.02 HOURS OF WORK AND OVERTIME

The regular hours of work shall be forty-eight (48) hours per week, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time worked after forty-eight (48) hours per week or after ten (10) hours per day, or before seven o'clock in the forenoon (7:00 a.m.) and after six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime work or shift work and shall be paid at time and one-half (1½x) the regular shift rate, save and except shift work.



# ARTICLE 4 – LOCAL 183 SIMCOE

## Portion of OLRB Area No. 18 that is the County of Simcoe

### 4.01 Wage Rates and Classifications

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRI-FUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Local 183 Simcoe – Group 1: Labourers (unskilled)	05/01/2019	30.98	3.10	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	47.40	3%	0.40	0.25	47.65
	05/01/2020	31.47	3.15	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	48.44	3%	0.40	0.25	48.69
	05/01/2021	31.96	3.20	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	49.48	3%	0.40	0.25	49.73
Local 183 Simcoe – Group 2: Powderman Helper	05/01/2019	31.03	3.10	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	47.45	3%	0.40	0.25	47.70
	05/01/2020	31.52	3.15	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	48.49	3%	0.40	0.25	48.74
	05/01/2021	32.01	3.20	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	49.53	3%	0.40	0.25	49.78
Local 183 Simcoe – Group 3: Labourers (semi-skilled); Form sippers; scootcrete and calf dozer; portable compressors; small mixer and pump man (4' discharge and under); groulman, mortar man; storeman and lumber yard attendant; farm tractor driver	05/01/2019	31.08	3.11	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	47.51	3%	0.40	0.25	47.76
	05/01/2020	31.57	3.16	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	48.55	3%	0.40	0.25	48.80
	05/01/2021	32.06	3.21	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	49.59	3%	0.40	0.25	49.84
Local 183 Simcoe – Group 4: Labourers (skilled - Group No. 1); Pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers	05/01/2019	31.15	3.11	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	47.58	3%	0.40	0.25	47.83
	05/01/2020	31.64	3.16	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	48.62	3%	0.40	0.25	48.87
	05/01/2021	32.13	3.21	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	49.66	3%	0.40	0.25	49.91
Local 183 Simcoe – Group 5: Labourers (skilled - Group No. 2); Drillers (all types); wagon drils; etc.; powderman	05/01/2019	31.18	3.12	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	47.62	3%	0.40	0.25	47.87
	05/01/2020	31.67	3.17	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	48.66	3%	0.40	0.25	48.91
	05/01/2021	32.16	3.22	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	49.70	3%	0.40	0.25	49.95

Local 183 Simcoe (continued)

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRI-FUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE	
Local 183 Simcoe – Group 6: Labourers (skilled - Group No. 3); Carpenters; linemen; truck driver (over 3/4 tonne)	05/01/2019	31.48	3.15	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	47.95	3%	0.40	48.20
	05/01/2020	31.97	3.20	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	48.99	3%	0.40	49.24
	05/01/2021	32.46	3.25	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	50.03	3%	0.40	50.28
Local 183 Simcoe – Group 6B: AZ/DZ Driver	05/01/2019	31.94	3.19	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	48.45	3%	0.40	48.70
	05/01/2020	32.43	3.24	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	49.49	3%	0.40	49.74
	05/01/2021	32.92	3.29	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	50.53	3%	0.40	50.78
Local 183 Simcoe – Group 7: Labourers (skilled - Group No. 4); Electricians	05/01/2019	31.98	3.20	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	48.50	3%	0.40	48.75
	05/01/2020	32.47	3.25	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	49.54	3%	0.40	49.79
	05/01/2021	32.96	3.30	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	50.58	3%	0.40	50.83
Local 183 Simcoe – Group 7B: Tunnel Work	05/01/2019	33.45	3.35	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	50.12	3%	0.40	50.37
	05/01/2020	33.95	3.39	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	51.16	3%	0.40	51.41
	05/01/2021	34.44	3.44	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	52.20	3%	0.40	52.45
Local 183 Simcoe – Group 8: Working Foreman	05/01/2019	33.44	3.34	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	50.10	3%	0.40	50.35
	05/01/2020	34.38	3.44	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	51.64	3%	0.40	51.89
	05/01/2021	35.33	3.53	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	53.18	3%	0.40	53.43

Local 183 Simcoe (continued)

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRI-FUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
														OPDC - EMPLOYEE	WORKING DUES	INDUSTRY FUND	
Local 183 Simcoe – Group 9: Watchperson (48 hours per week)	05/01/2019	26.82	2.68	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	42.82	0.40	3%	0.25	43.07
	05/01/2020	27.31	2.73	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	43.86	0.40	3%	0.25	44.11
	05/01/2021	27.80	2.78	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	44.90	0.40	3%	0.25	45.15
Local 183 Simcoe – Group 10: Fleggperson	05/01/2019	28.05	2.80	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	44.17	0.40	3%	0.25	44.42
	05/01/2020	28.54	2.85	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	45.21	0.40	3%	0.25	45.46
	05/01/2021	29.03	2.90	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	46.25	0.40	3%	0.25	46.50
Local 183 Simcoe – Group 11: Electrician (Working Foreman)	05/01/2019	35.84	3.58	3.40	0.60	0.80	8.05	0.17	0.10	0.05	0.10	0.05	52.74	0.40	3%	0.25	52.99
	05/01/2020	36.78	3.68	3.55	0.60	0.90	8.25	0.17	0.10	0.05	0.15	0.05	54.28	0.40	3%	0.25	54.53
	05/01/2021	37.73	3.77	3.70	0.60	1.00	8.45	0.17	0.10	0.05	0.20	0.05	55.82	0.40	3%	0.25	56.07

NOTES:

(1) (1) Article 4 Truck Drivers with an AR license shall receive a premium of twenty-five cents (\$0.25) per hour over the group 6 hourly rate.

(2) (2) The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/are employed as a Working Foreman, those employees will receive a premium set out above. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of the Working Foreman and the premium associated with such position.

4.02 HOURS OF WORK AND OVERTIME

The regular hours of work shall be fifty (50) hours per week, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time worked after fifty (50) hours per week or after ten (10) hours per day, or before seven o'clock in the forenoon (7:00 a.m.) and after six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime work or shift work and shall be paid at time and one-half (1½x) the regular shift rate, save and except shift work.

# ARTICLE 5 – LOCAL 183 MUSKOKA

## Portion of OLRB Area No. 18 that is the District Municipality of Muskoka

### 5.01 Wage Rates and Classifications

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRI-FUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Local 183 Muskoka - Group 1: Labourers (unskilled)	05/01/2019	24.07	2.41	3.30	0.60	0.80	5.50	0.10	0.10	0.05	0.10	0.05	37.08	3%	0.40	0.25	37.33
	05/01/2020	24.36	2.44	3.45	0.60	0.90	5.70	0.10	0.10	0.05	0.15	0.05	37.90	3%	0.40	0.25	38.15
	05/01/2021	24.65	2.47	3.60	0.60	1.00	5.90	0.10	0.10	0.05	0.20	0.05	38.72	3%	0.40	0.25	38.97
Local 183 Muskoka - Group 2: Labourers (semi-skilled); Form strippers; scotcrete and calf dorer; portable compressors; small mixer and pump man (4" discharge and under); grouman; mortar man; storeman and lumber yard attendant; farm tractor driver	05/01/2019	24.17	2.42	3.30	0.60	0.80	5.50	0.10	0.10	0.05	0.10	0.05	37.19	3%	0.40	0.25	37.44
	05/01/2020	24.46	2.45	3.45	0.60	0.90	5.70	0.10	0.10	0.05	0.15	0.05	38.01	3%	0.40	0.25	38.26
	05/01/2021	24.75	2.48	3.60	0.60	1.00	5.90	0.10	0.10	0.05	0.20	0.05	38.83	3%	0.40	0.25	39.08
Local 183 Muskoka - Group 3: Labourers (skilled - Group No. 1); Pipelayers and conduit layers (all types and materials); jack hammer operator; air sugar man; form setters; concrete finishers	05/01/2019	24.22	2.42	3.30	0.60	0.80	5.50	0.10	0.10	0.05	0.10	0.05	37.24	3%	0.40	0.25	37.49
	05/01/2020	24.51	2.45	3.45	0.60	0.90	5.70	0.10	0.10	0.05	0.15	0.05	38.06	3%	0.40	0.25	38.31
	05/01/2021	24.80	2.48	3.60	0.60	1.00	5.90	0.10	0.10	0.05	0.20	0.05	38.88	3%	0.40	0.25	39.13
Local 183 Muskoka - Group 4: Labourers (skilled - Group No. 2); Drillers (all types); wagon drils, etc.; powderman	05/01/2019	24.27	2.43	3.30	0.60	0.80	5.50	0.10	0.10	0.05	0.10	0.05	37.30	3%	0.40	0.25	37.55
	05/01/2020	24.56	2.46	3.45	0.60	0.90	5.70	0.10	0.10	0.05	0.15	0.05	38.12	3%	0.40	0.25	38.37
	05/01/2021	24.85	2.49	3.60	0.60	1.00	5.90	0.10	0.10	0.05	0.20	0.05	38.94	3%	0.40	0.25	39.19
Local 183 Muskoka - Group 5: Labourers (skilled - Group No. 3); Carpenters; linemen; truck driver (over 3/4 tonne)	05/01/2019	24.57	2.46	3.30	0.60	0.80	5.50	0.10	0.10	0.05	0.10	0.05	37.63	3%	0.40	0.25	37.88
	05/01/2020	24.86	2.49	3.45	0.60	0.90	5.70	0.10	0.10	0.05	0.15	0.05	38.45	3%	0.40	0.25	38.70
	05/01/2021	25.15	2.52	3.60	0.60	1.00	5.90	0.10	0.10	0.05	0.20	0.05	39.27	3%	0.40	0.25	39.52

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRI-FUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Local 183 Muskoka – Group 5B: AZ/DZ Driver	05/01/2019	25.03	2.50	3.30	0.60	0.80	5.50	0.10	0.10	0.05	0.10	0.05	38.13	3%	0.40	0.25	38.38
	05/01/2020	25.32	2.53	3.45	0.60	0.90	5.70	0.10	0.10	0.05	0.15	0.05	38.95	3%	0.40	0.25	39.20
	05/01/2021	25.61	2.56	3.60	0.60	1.00	5.90	0.10	0.10	0.05	0.20	0.05	39.77	3%	0.40	0.25	40.02
Local 183 Muskoka – Group 6: Working Foreman	05/01/2019	26.03	2.60	3.30	0.60	0.80	5.50	0.10	0.10	0.05	0.10	0.05	39.23	3%	0.40	0.25	39.48
	05/01/2020	26.27	2.68	3.45	0.60	0.90	5.70	0.10	0.10	0.05	0.15	0.05	40.55	3%	0.40	0.25	40.80
	05/01/2021	27.52	2.75	3.60	0.60	1.00	5.90	0.10	0.10	0.05	0.20	0.05	41.87	3%	0.40	0.25	42.12

NOTES:

(1) Article 5 Truck Drivers with an AR license shall receive a premium of twenty-five cents (\$0.25) per hour over the group 5 hourly rate

(2) The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/ are employed as a Working Foreman, those employees will receive a premium set out above. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of the Working Foreman and the premium associated with such position.

5.02 HOURS OF WORK AND OVERTIME

The regular hours of work shall be fifty (50) hours per week, Monday to Friday inclusive, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time worked after fifty (50) hours per week or after ten (10) hours per day, or before seven o'clock in the forenoon (7:00 a.m.) and after six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime work or shift work and shall be paid at time and one-half (1½x) the regular shift rate, save and except shift work.

## ARTICLE 6 – LOCAL 183 KINGSTON

The Counties of Hastings, Prince Edward, Lenox, Addington, Frontenac and the Township of Leeds and Thousand Islands, Township of Athens, Township of Front of Young and all lands south thereof in OLRB Area No. 29

### 6.01 Wage Rates and Classifications

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	LOCAL 1 FUND	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		EMPLOYER TOTAL COST	
												WORKING DUES	OPDC - EMPLOYEE		
Local 183 Kingston – Labourers: Form skippers, scooters and calf drawer, driver, portable compressor, small motor and pump men (4F discharge and under), groundmen, mower men, storeman and lumber yard attendant, farm tractor driver, powderman helper	05-01/2019	25.93	2.59	3.00	0.10	5.20	0.30	0.05	1.25	0.05	38.47	38.72	3%	0.40	40.04
	05-01/2020	26.56	2.66	3.25	0.20	5.40	0.30	0.05	1.25	0.10	39.77	40.02	3%	0.40	40.34
	05-01/2021	27.20	2.72	3.50	0.30	5.70	0.30	0.05	1.25	0.15	41.17	41.72	3%	0.40	41.74
Local 183 Kingston – Labourers: (Skilled Group 1) Pipelayers and conduit layers (all types and materials), jackhammer operator, air auger men, formsetters, concrete finishers	05-01/2019	26.22	2.62	3.00	0.10	5.20	0.30	0.05	1.25	0.05	38.79	39.91	3%	0.40	40.04
	05-01/2020	26.85	2.69	3.25	0.20	5.40	0.30	0.05	1.25	0.10	40.09	40.34	3%	0.40	40.34
	05-01/2021	27.49	2.75	3.50	0.30	5.70	0.30	0.05	1.25	0.15	41.49	41.74	3%	0.40	41.74
Local 183 Kingston – Labourers: (Skilled Group 2) Electricians, carpenters, trimmen, foot drivers, tunnel workers, where tunnel is in excess of 16' in length excluding shallow tee tunnels	05-01/2019	27.01	2.70	3.00	0.10	5.20	0.30	0.05	1.25	0.05	39.66	39.91	3%	0.40	40.04
	05-01/2020	27.64	2.77	3.25	0.20	5.40	0.30	0.05	1.25	0.10	40.96	41.21	3%	0.40	41.21
	05-01/2021	28.28	2.83	3.50	0.30	5.70	0.30	0.05	1.25	0.15	42.36	42.61	3%	0.40	42.61
Local 183 Kingston – Labourers: (Skilled Group 3.) Drillers (all types), wagon drivers, etc., powderman, truck drivers, drill locations, tie trucks	05-01/2019	28.53	2.85	3.00	0.10	5.20	0.30	0.05	1.25	0.05	41.33	41.58	3%	0.40	41.58
	05-01/2020	29.16	2.92	3.25	0.20	5.40	0.30	0.05	1.25	0.10	42.63	42.88	3%	0.40	42.88
	05-01/2021	29.80	2.98	3.50	0.30	5.70	0.30	0.05	1.25	0.15	44.03	44.28	3%	0.40	44.28

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	LOCAL 1 FUND	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Local 183 Kingston - Flaggperson	05/01/2019	24.21	2.42	3.00	0.10	5.20	0.30	0.05	1.25	0.05	36.58	3%	0.40	0.25	36.83
	05/01/2020	24.84	2.49	3.25	0.20	5.40	0.30	0.05	1.25	0.10	37.88	3%	0.40	0.25	38.13
	05/01/2021	25.48	2.55	3.50	0.30	5.70	0.30	0.05	1.25	0.15	39.28	3%	0.40	0.25	39.53
Local 183 Kingston - Working Foreman	05/01/2019	29.89	2.99	3.00	0.10	5.20	0.30	0.05	1.25	0.05	42.83	3%	0.40	0.25	43.08
	05/01/2020	30.98	3.10	3.25	0.20	5.40	0.30	0.05	1.25	0.10	44.53	3%	0.40	0.25	44.88
	05/01/2021	32.07	3.21	3.50	0.30	5.70	0.30	0.05	1.25	0.15	46.53	3%	0.40	0.25	46.78

Note: No employee shall suffer a reduction in his/her current hourly wage rate as a result of the implementation of this schedule.

Note:

The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/are employed as a Working Foreman, those employees will receive a premium set out above. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of the Working Foreman and the premium associated with such position.



## 6.02 HOURS OF WORK AND OVERTIME

The regular hours of work shall be fifty (50) hours per week, Monday to Friday inclusive, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time worked after fifty (50) hours per week or after ten (10) hours per day, or before seven o'clock in the forenoon (7:00 a.m.) and after six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime work or shift work and shall be paid at time and one-half (1½x) the regular shift rate, save and except shift work

## 6.03 Travel Allowance and Living Allowance

The regular hours of work shall be fifty (50) hours per week, Monday to Friday inclusive, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time worked after fifty (50) hours per week or after ten (10) hours per day, or before seven o'clock in the forenoon (7:00 a.m.) and after six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime work or shift work and shall be paid at time and one-half (1½x) the regular shift rate, save and except shift work

.01 There shall be a forty (40) kilometer free zone around the Kingston City Hall and the Belleville City Hall. When employees travel beyond the free zone, they shall receive a daily travel allowance as shown below:

Effective Date	Distance			
	41 - 60 km	61 - 80 km	81 - 110 km	Over 110 km
May 1, 2019	\$34.50	\$49.40	\$54.70	\$54.70 plus \$0.37 per km

When an employee travels in a company vehicle, half the above allowance shall be paid.

.02 The Employer shall pay the cost of suitable room and board, and provide an allowance of fifty dollars (\$50.00) per day to employees who are required to remain away from home.

## **ARTICLE 7 – TELECOMMUNICATIONS**

7.01 This Article applies to all telecommunications work expressly limited to the following:

1. Telecommunication work for Rogers Communications Inc.;
2. Telecommunication work for Cogeco;
3. Bell “Fiber-to-the-Home” work, except manhole and structural work, traditional general telecommunications contract work, maintenance work, and all lines before the central splitting point; and
4. Fiberoptic splicing

Unless the work falls within the above limited scope, Article 7 terms and conditions and rates/contributions do not apply.

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	TRI-FUND	PROMO. FUND	DEV. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Telecommunications Specialty Group (Splicer, directional driller) Full Rate – After 1600 Hours	05/01/2019	26.47	2.65	3.15	0.00	0.10	1.00	0.00	0.00	0.05	0.05	0.00	33.47	3%	0.40	0.25	33.72
	05/01/2020	27.56	2.76	3.30	0.00	0.20	1.50	0.00	0.00	0.05	0.10	0.00	35.47	3%	0.40	0.25	35.72
	05/01/2021	28.65	2.87	3.70	0.60	1.00	2.00	0.25	0.10	0.05	0.20	0.05	39.47	3%	0.40	0.25	39.72
Telecommunications Specialty Group (Splicer, directional driller) Level 1 – 0-800 Hours (80% Full Rate but not less than \$23.00)	05/01/2019	23.00	2.30	3.15	0.00	0.10	1.00	0.00	0.00	0.05	0.05	0.00	29.65	3%	0.40	0.25	29.90
	05/01/2020	23.00	2.30	3.30	0.00	0.20	1.50	0.00	0.00	0.05	0.10	0.00	30.45	3%	0.40	0.25	30.70
	05/01/2021	23.00	2.30	3.70	0.60	1.00	2.00	0.25	0.10	0.05	0.20	0.05	33.25	3%	0.40	0.25	33.50
Telecommunications Specialty Group (Splicer, directional driller) Level 2 – 801-1600 Hours (90 % Full Rate)	05/01/2019	23.82	2.38	3.15	0.00	0.10	1.00	0.00	0.00	0.05	0.05	0.00	30.55	3%	0.40	0.25	30.80
	05/01/2020	24.80	2.48	3.30	0.00	0.20	1.50	0.00	0.00	0.05	0.10	0.00	32.43	3%	0.40	0.25	32.68
	05/01/2021	25.79	2.58	3.70	0.60	1.00	2.00	0.25	0.10	0.05	0.20	0.05	37.22	3%	0.40	0.25	37.47
Telecommunications General Labourer	05/01/2019	21.21	2.12	3.15	0.00	0.10	1.00	0.00	0.00	0.05	0.05	0.00	27.68	3%	0.40	0.25	27.93
	05/01/2020	22.30	2.23	3.30	0.00	0.20	1.50	0.00	0.00	0.05	0.10	0.00	29.68	3%	0.40	0.25	29.93
	05/01/2021	23.39	2.34	3.70	0.60	1.00	2.00	0.25	0.10	0.05	0.20	0.05	33.88	3%	0.40	0.25	33.93
Telecommunications Labourer Trainee	05/01/2019	18.23	1.82	3.15	0.00	0.10	1.00	0.00	0.00	0.05	0.05	0.00	24.40	3%	0.40	0.25	24.65
	05/01/2020	19.32	1.93	3.30	0.00	0.20	1.50	0.00	0.00	0.05	0.10	0.00	26.40	3%	0.40	0.25	26.65
	05/01/2021	20.41	2.04	3.70	0.60	1.00	2.00	0.25	0.10	0.05	0.20	0.05	30.40	3%	0.40	0.25	30.65

### **7.03 HOURS OF WORK AND OVERTIME**

The regular hours of work shall be fifty (50) hours per week, ten (10) hours per day, Monday to Friday. All time worked after ten (10) hours per day or after fifty (50) hours per week shall be deemed overtime and shall be paid at time and one-half (1½ x) the regular day shift rate. All time worked on Saturday shall be paid at time and one-half (1½ x) the regular day shift rate. All time worked on Sunday shall be paid at double time (2x) the regular day shift rate.

### **7.04 FUTURE AMENDMENTS/EXPANSION OF THE WORK COVERED BY ARTICLE 7**

Nothing herein prevents the parties, during the life of this collective Agreement, from expanding the scope of work set out herein or applying the terms of Article 7 to another Telecommunications company, save and except that any such amendment or expansion must be set out in a properly detailed Memorandum of Settlement in writing which will be dated and signed by the parties to evidence their express agreement.

## **ARTICLE 8 – VACATION WITH PAY AND STATUTORY HOLIDAY PAY TRUST FUND**

8.01 Vacation and statutory holiday pay credits shall be paid to employees covered by this Collective Agreement at the rate of ten percent (10%) of the gross wage earned.

8.02 It is understood and agreed that five percent (5%) of the gross wages is to be considered in lieu of statutory holiday pay. Payments here under to employees in Labourers' classifications shall be made in accordance with the following.

8.03 Vacation and statutory holiday pay as aforesaid for employees in Labourers' classifications shall be paid into a Vacation with Pay Trust Fund which will be jointly administered by an equal number of Employers and Union Trustees. It is understood that the surplus of said Trust Fund will be:

- .01 firstly, applied against the administration costs of the Fund;
- .02 secondly, applied towards creating a reasonable reserve to be established by the Trustees based on past efficiencies;
- .03 thirdly, paid to the Association and the Union on an

equal basis annually and prorated on the basis of contributions into the Fund made by all utility contractors covered by this Collective Agreement.

Payments into the Fund shall be made by the fifteenth (15th) day of the month following the month for which payment is due.

## **ARTICLE 9 – TRAVEL, DAILY TRAVEL ALLOWANCE, AND OUT OF TOWN ALLOWANCES**

9.01 If an employee is required by the Employer to report to the yard at the start of the shift, he/she shall be paid at straight time rates for all time spent travelling from the yard to and from the jobsite in excess of fifteen (15) minutes each way, save and except truck drivers, which shall be paid at straight time rates for all time while travelling from the yard to and from the jobsite.

.01 Notwithstanding the above, all AZ/DZ drivers will be paid at the appropriate hourly rate including, where appropriate, overtime, for all time spent travelling.

9.02 In OLRB Area 8 a two-zone system will be established as follows: Zone 1 is a Free Zone and is defined as the area lying within the following boundaries: On the west side of County Line #23; on the south side of Highway 88/7th Line; on the east side of Burloak Drive in Oakville, or their extension and including the Town of Newmarket.

Zone 2 is defined as the area outside of Zone 1 and within the geographic area of this Agreement.

### 9.03 Daily Travel Allowance

An employee travelling to a job in his own vehicle inside of Zone 1 will receive no daily mileage. An employee required by the Employer to use his own vehicle to travel to, from and/or between jobsites in Zone 2 shall be paid fifty-six cents (\$0.56) per kilometer from the boundary of Zone 1 to the job, and fifty-six cents (\$0.56) per kilometer from the job to the boundary of Zone 1 plus a travel allowance of thirty dollars (\$30.00) per day. The travel allowance will not apply when employees are transported in a company vehicle by the Employer.

### 9.04 Out of Town Allowance

An employee that is sent by the Employer to a job in Zone 2, and who is required by the Employer to remain away from his normal place of

residence shall be paid his regular rate of pay at straight time from the boundary of Zone 1 upon his commencement of employment on the job and his regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of the job, and the following out-of-town allowances:

(a) If the employee is required by the Employer to use his own vehicle, mileage of fifty-six cents (\$0.56) per road kilometer travelled from the Employer's yard to the jobsite upon commencement on the job and from the jobsite to the Employer's yard upon completion of the job; and

(b) A room and board allowance of one hundred and thirty dollars (\$130.00) per day or part thereof effective May 1, 2019; to be increased to one hundred and thirty-five dollars (\$135.00) effective May 1, 2020 and one hundred and forty dollars (\$140.00) effective May 1, 2021.

(c) For out of town assignments that last more than thirty (30) days, the employee is entitled to return home on every fourth weekend and the Employer shall pay him mileage of fifty-six cents (\$0.56) per road kilometer travelled each way from the site to the boundary of Zone 1 if he uses his own vehicle and return to the site, but shall not pay the room and board allowance for the nights he is away from the jobsite.

9.05 For out of town assignments located more than five hundred (500) kilometers from the boundary of Zone 1, the working conditions including, but not limited to, hours of work, mileage, and room and board, shall be negotiated and agreed to in writing between the Union, any LiUNA Local Union which has jurisdiction in which the job may be located, the employee, and the Employer prior to commencing the out of town work.

9.06 New Additional Yard

When the Employer contemplates operating from an additional permanent yard, the Employer agrees to notify the Union and the Employer fully agrees to make every effort to redirect employees whose domicile is closer to the new location; and further, the Employer agrees to supply transportation from the old yard to the new yard for employees whose domicile is closer to the old yard. It is further understood that travel time will not apply under these circumstances.

## 9.07 Permanent Yard

The Employer will make every reasonable effort to direct employees to the yard closest to their residence.

## **ARTICLE 10 – JOINT COMMITTEE**

10.01 The parties agree to the establishment within three (3) months of the signing of this Agreement, of a Joint Committee of equal representatives of the Metropolitan Toronto Road Builders' Association, Metropolitan Toronto Sewer and Watermain Association; The Heavy Construction Association of Ontario, The Utility Contractors' Association of Ontario and Labourers' International Union of North America, Local 183, for the purpose of finding ways and means of employing workers who are unable to resume their regular jobs due to injury or illness. Any decisions or recommendations made by the said Joint Committee shall be binding upon all utility contractors bound by this or a similar or like collective agreement.

10.02 The parties agree to continue with the Joint Committee of equal representatives of the Employers and the Union for the purpose of issuing recognized identification cards noting the employee's classification. The issuance of such cards will be based upon certifications given by the Employer and/or such criteria or such standards as the Committee may adopt from time to time. The Committee shall continue to determine which classifications contained in the groups in Appendix 'B' hereto, shall be subject to this procedure.

10.03 It is agreed that in the event of a dispute arising with regard to the ability by an employee to perform his assigned work, it is understood that the issuance of any such certifications shall be one factor among others where such employee is subsequently disciplined.

## **ARTICLE 11 – OTHER CONDITIONS**

### **11.01 Map Books Metropolitan Toronto**

Any truck driver working in Metropolitan Toronto and vicinity who requests a map book shall be supplied one by the Employer which will remain with the truck.

### **11.02 Breach of Collective Agreement by the Employer**

In the event that the Employer repeatedly fails or refuses to pay any wages to or employee benefit contributions on behalf of any of

his employees in the amount(s) and within the time(s) required by this Collective Agreement, the employees may refuse to work and shall have the right to picket at any projects where the Employer is engaged and the Employer agrees that such refusal to work or such picketing, as the case may be, within the provisions of the Ontario Labour Relations Act or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct.

### **11.03 Transfer of Funds**

During the lifetime of this Agreement, the Union shall have the right, subject to the approval of the Trustees at any time, to require the Employer to change the amounts of contributions to any Trust Funds other than the Vacation with Pay Trust Fund by transferring any portion of the contribution required to be made to any particular Trust Fund to any other Trust Fund, provided that there shall be no increase in the total monetary contributions required to be made under this Agreement and also provided that the Trust Fund to which the contribution is redirected to is part of this Collective Agreement.

## **ARTICLE 12 – EXPEDITED ARBITRATION SYSTEM**

### **12.01 Arbitrator**

There will be four (4) arbitrators used on a rotational basis. The names are Harvey Beresford, Michael Horan, Derek Rogers and Laura Trachuk.

### **12.02 Procedure**

There will be four (4) arbitrators used on a rotational basis. The names are Harvey Beresford, Michael Horan, Derek Rogers and Laura Trachuk.

.01 The term “grievance” wherever used in this Enforcement Agreement shall mean a grievance concerning the interpretation, application, administration or alleged violation of a provision of the Collective Agreement relating to payment for remittances on behalf of any employee and/or all other monetary provisions established by the Collective Agreement.

.02 Any party bound by this procedure may initiate the Expedited Arbitration Process by service of a grievance in



writing, by facsimile transmission, regular mail or courier (including Canada Post Courier) upon the Contractor and the Arbitrator.

.03 After five (5) business days from service of the grievance, the Union may refer the grievance to Expedited Arbitration hereunder. Notice of such Referral to Expedited Arbitration shall be served by facsimile transmission, regular mail or courier (including Canada Post Courier) upon the Contractor and the Arbitrator.

.04 Service shall be effective on receipt if facsimile transmission is used or shall be deemed to have occurred on the third weekday after mailing if regular mail is used.

.05 The Arbitrator shall commence the Expedited Arbitration Hearings within five (5) days from service of the Referral. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournment will not be granted because of unavailability of counsel, for business demands or because a party asks for additional time to prepare.

.06 Subject to the discretion of the Arbitrator, the Expedited Arbitration shall be held at the Union's premises and may be scheduled by the Arbitrator to commence after business hours.

.07 Where the Arbitrator finds the Contractor in breach of the Agreement, the Arbitrator shall order the Contractor to pay all amounts owing with respect to violations of the Agreement.

- Where the grievance commenced within ninety (90) days after the circumstances, giving rise to the grievance became known or ought reasonably to have become known to the Union, the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of all unpaid amounts owed directly to the employee(s);
- Where the grievance is initiated at any time beyond ninety (90) days after the circumstances, giving rise to the grievance became known or ought reasonably to have become known to the Union, the Arbitrator shall award seventy-five percent (75%) of all unpaid amounts to be paid to the

affected employee(s) owed directly to the employee(s). The remaining twenty-five percent (25%) of such amounts shall be paid to a charity of the Union's choice;

- The Arbitrator shall award one hundred percent (100%) recovery of all amounts which should have been remitted under the terms of the Collective Agreement;
- The provisions of this section are to be integrated and applied in conjunction with the provisions contained in the Collective Agreement for the filing of grievances and are without prejudice to the rights of any of the parties hereunder.

.08 In addition to any other amounts owing under the Collective Agreement, where the Arbitrator finds a violation, then the Arbitrator shall order the Contractor to pay damages of an additional five percent (5%) of the total amount of the award to a charity of the Union's choice. The Arbitrator shall not have the jurisdiction to apply any principles of estoppels or waiver to reduce any amounts payable by the Contractor in respect of such violations.

.09 The Arbitrator shall have the power to make the Arbitrator's costs (fees and expenses) an award or part of an award to be paid by the unsuccessful party.

.10 At Expedited Arbitration the Arbitrator shall not have any power to alter or change any of the provisions of this Enforcement System or substitute any new provisions for any existing provision or give any decision inconsistent with the provision of this Enforcement System and the Collective Agreement.

## **ARTICLE 13 – CONSTRUCTION CRAFT WORKER APPRENTICESHIP**

13.01 The purpose of this Article is to provide a program to train skilled tradesmen by making provisions for Apprentices in power, energy and communications construction, maintenance and similar work.

13.02 “Apprentice” means an employee within Local 183 classifications considered to be in the training stage of his or her career by Local 183. Except as allowed for in Articles 13.06 and 13.07 below, all Apprentices shall be registered as such with Local 183 prior to being employed as Apprentices by any Employer.

13.03 When the Employer wishes to employ an Apprentice, the Employer shall make a request to the Local 183 Life Long Learning Centre. The Life Long Learning Centre shall make immediate efforts to dispatch an Apprentice within five (5) days of receipt of the request. Any person not dispatched in accordance with this Article shall not be considered to be an Apprentice for the purposes of this Agreement except as provided for in Articles 13.06 and 13.07 below

	<b>Rate</b>	<b>Hours</b>
<b>Phase 1</b>	60% of full rate	0 – 800 hours
<b>Phase 2</b>	75% of full rate	800 – 1600
<b>Phase 3</b>	85% of full rate	1600 – 2400

13.04 The said Apprentices shall be obliged to attend all relevant Health and Safety Training Programs offered at the Local 183 Life Long Learning Centre on their own time at no cost to the Employer.

#### 13.04 Training Requirements

Above 2400 hours and successful completion of the exam, the full rate will apply.

13.06 If the Union cannot supply such Apprentices to the Employer under Article 13.03, the Employer has the right to employ Apprentices from other sources. Such persons shall, as a condition of employment, and continued employment, be required to apply for membership in Local 183 and become registered as Apprentices within ten (10) working days of hiring.

13.07 If the Union cannot supply such Apprentices resident in Simcoe County for work in Simcoe County to the Employer under Article 13.03, the Employer has the right to employ Apprentices from other sources. Such persons shall, as a condition of employment, and continued

employment, be required to apply for membership in Local 183 and become registered as Apprentices within ten (10) days of hiring.

13.08 The Employer has the right to hire one (1) Apprentice per five (5) employees in the Local 183 portion of the bargaining unit.

13.09 Any person who is not registered as an Apprentice in accordance with the provisions of Articles 13.02, 13.06 or 13.07 (whichever is applicable) shall receive the full rate for the relevant period of employment.

13.10 If the ratio set out in Article 13.08 is not complied with, then all Apprentices shall receive the full rate for the relevant period of employment.

13.11 It is agreed that prior to laying off any full-rate employees, all Apprentices will be laid off. It is further agreed that a full-rated employee who has been laid off by the Employer within two (2) months of the date of recalling or employing any Apprentice will be offered recall prior to recalling or employing any Apprentice. It is further agreed that prior to requesting or employing any new Apprentices, the Employer will offer recall to any Apprentices which it has laid off within two (2) months, providing that such Apprentices are capable of performing the available work.

## **ARTICLE 14 – UNION REPRESENTATION**

14.01 Any employee subject to discipline shall be entitled to representation by a Union steward and/or Business Representative at any meeting concerning any such discipline.

# ARTICLE 15 – LOCAL 183 WELLINGTON (FORMERLY LOCAL 1081 CAMBRIDGE)

OLRB Area No 7 (County of Wellington)

## 15.01 WAGE RATES AND CLASSIFICATIONS

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	RETIREE FUND	PENSION	TRAINING	TRI-FUND	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
											WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Local 183 Wellington – Group 1: Labourers; Powderman Helper, Form Shippers; Sootcrete and Call Dozer; Drivers; Portable Compressors; Small Mixer and Pumpman (4; Discharge and under); Grouthman; Mortar Man; Pipelayers and Cordiall Layers (all types and materials); Jack Hammer Operator; Air Auger Man; Form Setters; Concrete Finishers; Drillers (all types); Wagon Drills, etc.; Powderman; Truck Driver; mini excavator	05/01/2019	29.18	2.92	3.00	0.10	5.00	0.20	0.05	0.05	40.50	3%	0.40	0.25	40.75
	05/01/2020	29.54	2.95	3.15	0.20	5.20	0.20	0.05	0.10	41.39	3%	0.40	0.25	41.64
	05/01/2021	29.89	2.99	3.30	0.30	5.40	0.20	0.05	0.15	42.28	3%	0.40	0.25	42.53
Local 183 Wellington – Group 2: Formsetter/Carpenter; lineman; float drivers; hydraulic drillers; Directional Boring; hydrovac unit Premium: One dollar (\$1.00) per hour above Group 1 hourly wage rate.														
Local 183 Wellington – Group 3: Working Foreman Premium: May 1, 2019 - Two dollars and fifty cents (\$2.50) per hour above Group 1 hourly wage rate. May 1, 2020 – Three dollars (\$3.00) per hour above Group 1 hourly wage rate. May 1, 2021 – Three dollars and fifty cents (\$3.50) per hour above Group 1 hourly wage rate.														

**NOTE:**

The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/are employed as a Working Foreman, those employees will receive a premium set out above. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of the Working Foreman and the premium associated with such position.

**15.02 HOURS OF WORK AND OVERTIME**

The regular hours of work shall be forty-eight (48) hours per week, Monday to Friday inclusive, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time worked after forty-eight (48) hours per week or after ten (10) hours per day, or before seven o'clock in the forenoon (7:00 a.m.) and after six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime or shift work and shall be paid at time and one-half (1 ½) the regular shift rate, save and except shift work.

# ARTICLE 16 – LOCAL 183 DUFFERIN (FORMERLY LOCAL 1081 CAMBRIDGE)

OLRB Area No. 27 (County of Dufferin)

## 16.01 WAGE RATES AND CLASSIFICATIONS

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	RETIREE FUND	PENSION	TRAINING	TRI-FUND	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		
											WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND
Local 183 Dufferin – Group 1: Lubricators; Powderman Helper, Form Shippers; Scooters and Call Dozer; Drivers; Portable Compressors; Small Mixer and Pumpman (4; Discharge and under); Groundman; Mortar Man; Pipelayers and Conduit Layers (all types and materials); Jack Hammer Operator; Air Auger Man; Form Setters; Concrete Finishers; Drillers (all types); Wagon Drifts, etc.; Powderman; Truck Driver; mini excavator	05/01/2019	23.77	2.38	3.00	0.10	5.00	0.20	0.05	0.05	34.55	3%	0.40	0.25
	05/01/2020	24.01	2.40	3.15	0.20	5.20	0.20	0.05	0.10	35.31	3%	0.40	0.25
	05/01/2021	24.25	2.42	3.30	0.30	5.40	0.20	0.05	0.15	36.07	3%	0.40	0.25
<b>Local 183 Dufferin – Group 2: Formsetter/Carpenter; lineman; float drivers; hydraulic drillers; Directional Boring; splicer; hydrovac unit</b> <b>Premium: One dollar (\$1.00) per hour above Group 1 hourly wage rate.</b> <b>Local 183 Dufferin – Group 3: Working Foreman</b> <b>Premium: May 1, 2019 - Two dollars and fifty cents (\$2.50) per hour above Group 1 hourly wage rate.</b> <b>May 1, 2020 – Three dollars (\$3.00) per hour above Group 1 hourly wage rate.</b> <b>May 1, 2021 – Three dollars and fifty cents (\$3.50) per hour above Group 1 hourly wage rate.</b>													

**NOTE:**

The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/are employed as a Working Foreman, those employees will receive a premium set out above. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of the Working Foreman and the premium associated with such position.

**16.02 HOURS OF WORK AND OVERTIME**

The regular hours of work shall be forty-eight (48) hours per week, Monday to Friday inclusive, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time worked after forty-eight (48) hours per week or after ten (10) hours per day, or before seven o'clock in the forenoon (7:00 a.m.) and after six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime work or shift work and shall be paid at time and one-half ( 1 ½) the regular shift rate, save and except shift work.



## **ARTICLE 17 – TRAINING**

17.01

(a) Before commencing employment, each employee must establish to the satisfaction of the Employer that they have completed and hold a valid certification for WHMIS, Working at Heights, Occupational Health and Safety Act (“OHS”) Awareness, Traffic Control and any similar training requirements mandated by the Provincial Government for construction workers pursuant to OHS.

(b) If an Employer requires an employee to attend training while employed, the Employer shall be responsible for the cost of all such training, if applicable, and the time spent participating in the training shall be deemed to be time worked and compensated in accordance with the terms of this Collective Agreement, although such time spent in training shall not attract shift premium or overtime.

## **ARTICLE 18 – CROSS OVER AGREEMENTS**

18.01 Should the Employer perform any work falling within the scope of the collective agreements which are binding upon the Union and listed in Appendix “11”, then the Employer shall abide by and perform such work in accordance with the terms and conditions of the applicable collective agreements including, but without limiting the generality of the foregoing, any terms and conditions thereof with respect to the contracting or subcontracting restrictions.

### **SCHEDULE “C” – Fibre Optic Cabling to the Home (FTTH) (Board Areas 7 and 27 only)**

1. The scope of work for FTTH is limited to installation for pre-existing residential homes in established subdivisions only. The work covered by this Schedule is the installation of FTTH which is limited to: from the node cabinet to the boundary of the outside box of a wall of a home.

2. Upon award of a FTTH contract and authorization to proceed, the Employer agrees all workers hired specifically for, and utilized only for FTTH, will be paid under Schedule ‘C’. Should such employee be required

to perform work other than that covered by Schedule 'C', then such person shall be paid the rates for Article 15 or 16 for all hours worked under that Article.

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	PENSION	TRAINING	TRI-FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
									WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Local 183 Sch. C – Group 1: Labourers; mini-excavator	05/01/2016	23.56	2.36	2.35	4.90	0.60	0.05	33.82	3%	0.40	0.25	34.07
	05/01/2017	23.97	2.40	2.45	5.10	0.65	0.05	34.62	3%	0.40	0.25	34.87
	05/01/2018	24.55	2.46	2.55	5.30	0.65	0.05	35.56	3%	0.40	0.25	35.81
Local 183 Sch. C – Group 2: Splicer; driller; hydrovac unit Premium: One dollar (\$1.00) per hour above Group 1 hourly wage rate.												
Local 183 Sch. C – Group 3: Working Foreman Premium: May 1, 2019 - Two dollars and fifty cents (\$2.50) per hour above Group 1 hourly wage rate. May 1, 2020 – Three dollars (\$3.00) per hour above Group 1 hourly wage rate. May 1, 2021 – Three dollars and fifty cents (\$3.50) per hour above Group 1 hourly wage rate.												

**NOTE:**

The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/are employed as a Working Foreman, those employees will receive a premium set out above. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of the Working Foreman and the premium associated with such position.

## APPENDIX 1, SCHEDULE D

### A SCHEDULE APPLYING TO HYDRO EXCAVATION AND AIR EXCAVATION (for clarity, Appendix 1 does not have a Schedule A, B or C)

#### Preamble

1. Schedule D applies to all hydro-excavation and/or air-excavation work in OLRB Geographic Areas 7, 8, 9, 10, 11, 12, 18, 27, 29 and the County of Hastings. To the extent there is any conflict between this Schedule (Hydro/Air Excavation) and Appendix 1 (General Local 183 Appendix), the provisions herein shall govern with respect to Hydro/Air Excavation work.
2. The parties acknowledge that the competitiveness of that portion of the industry covered by this Appendix in both this Collective Agreement and the corresponding provisions (Schedule D) in the Collective Agreement between the Association and the International Union of Operating Engineers, Local 793 (“Local 793 Agreement”) is of critical importance to the parties and the industry and depends upon a level playing field being established and maintained throughout this sector.
3. The parties agree that it is therefore important to ensure that all contractors bound to this Collective Agreement comply strictly with these provisions.
4. Upon ratification of this Collective Agreement, the Union agrees that it will continue to take reasonable steps to ensure that Employers covered by this Schedule are compliant with the provisions of this Collective Agreement including this Schedule.
5. The Association agrees to assist the Union in its efforts at enforcement including, without limitation, facilitating the provision of relevant information and, where appropriate, providing support to the Union at arbitration.
6. In addition, the parties recognize the importance of organizing those contractors who perform this type of work who are not currently bound to this Collective Agreement. To that end, the Union agrees that it will take reasonable steps to organize the employees of Employers performing work within the scope of this Schedule.

7. While the Association cannot provide monetary or other support for such organizing efforts, the Association will, directly or through Employers whom it represents in collective bargaining, endeavour to provide information to the Union with a view to providing the Union with an opportunity to organize.

8. Further, the Association recognizes the importance of ensuring that there is a level playing field between those contractors who perform works that falls within the scope of Schedule D bound to this Collective Agreement and those bound the Local 793 Agreement. To that end, the Association agrees that it will take all reasonable steps (including pursuing grievances, unfair labour practice complaints or other litigation, where appropriate) to ensure that Local 793 enforces the Local 793 Agreement.

#### 1. **APPLICATION**

(a) This Schedule D applies to Hydro/Air excavation in the context of construction, construction maintenance, rehabilitation or repair work, in OLRB Geographic Areas 8, 9, 10, 11, 12, 18, 29 and the County of Hastings (“the Work”).

(b) It is agreed that no employee covered by this Agreement shall receive a reduction in his rate of wage (including pension and benefits) through the operation of this Schedule D. In particular, any person who is receiving an hourly rate which is higher than that set out in this Schedule D with respect to Hydro/Air excavation work shall have their rate red-circled and shall continue to receive such rates until the amount set out herein reach or exceed those payments.

**2. WAGES AND CLASSIFICATIONS (Working In and Out of Board Area 8)**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS				EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND		
Hydro Excavation Tradesperson	05/01/2019	35.57	3.56	4.05	0.80	9.74	0.24	0.10	0.25	0.10	54.41	3%	0.15	0.25	54.66	
	05/01/2020	36.25	3.63	4.20	0.90	9.94	0.24	0.10	0.25	0.15	55.66	3%	0.15	0.25	55.91	
	05/01/2021	36.94	3.69	4.35	1.00	10.14	0.24	0.10	0.25	0.20	56.91	3%	0.15	0.25	57.16	
Hydro Excavation Helper (90% of Tradesperson)	05/01/2019	32.01	3.20	4.05	0.80	9.74	0.24	0.10	0.25	0.10	50.49	3%	0.15	0.25	50.74	
	05/01/2020	32.63	3.26	4.20	0.90	9.94	0.24	0.10	0.25	0.15	51.67	3%	0.15	0.25	51.92	
	05/01/2021	33.25	3.33	4.35	1.00	10.14	0.24	0.10	0.25	0.20	52.86	3%	0.15	0.25	53.11	

**3. WAGES AND CLASSIFICATIONS (All other Areas)**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS				EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND		
Hydro Excavation Tradesperson	05/01/2019	26.27	2.63	4.05	0.80	7.92	0.24	0.10	0.25	0.10	42.36	3%	0.15	0.25	42.61	
	05/01/2020	26.95	2.70	4.20	0.90	8.12	0.24	0.10	0.25	0.15	43.61	3%	0.15	0.25	43.86	
	05/01/2021	27.64	2.76	4.35	1.00	8.32	0.24	0.10	0.25	0.20	44.86	3%	0.15	0.25	45.11	
Hydro Excavation Helper (90% of Tradesperson)	05/01/2019	23.64	2.36	4.05	0.80	7.92	0.24	0.10	0.25	0.10	39.47	3%	0.15	0.25	39.72	
	05/01/2020	24.26	2.43	4.20	0.90	8.12	0.24	0.10	0.25	0.15	40.64	3%	0.15	0.25	40.89	
	05/01/2021	24.88	2.49	4.35	1.00	8.32	0.24	0.10	0.25	0.20	41.82	3%	0.15	0.25	42.07	

NOTE:

(1) Drivers' Licences:

(a) All Hydro Excavation Tradesperson must hold a valid DZ or AZ or AZ/ARZ Driver's Licence.

(b) All Hydro Excavation Helpers must hold a valid G Licence.

(2) Working Foreman: The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/are employed as a Working Foreman, those employees will receive a premium of a minimum of four dollars (\$4.00) per hour more than the highest rate of all employees on the crew. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of the Working foreman and the four dollars (\$4.00) per hour premium from any employee who had previously been so appointed.

## 4 HOURS OF WORK AND OVERTIME

4.01 This Article 4 is intended to define the normal hours of work, for the purpose of calculating overtime only and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

(a) The regular working hours for employees covered by this Schedule shall be fifty (50) hours per week plus two (2) hours per day maximum travelling time at straight time, save and except in respect of drivers effective May 1, 2020 as set out in Articles 4.01 (b) and (c) below.

(b) Employees shall be paid one and one-half (1½) times their regular straight time rate of pay for all hours worked in excess of fifty (50) hours in a week (not including travel time, save and except drivers who are effective May 1, 2020 inclusive of travel time) or ten (10) hours in a day (not including travel time, save and except drivers who are effective May 1, 2020 inclusive of travel time).

(c) Subject to article 4.04 of this Schedule D, employees shall be paid one and one-half (1 ½) times their regular straight time rate of pay for all hours worked on Saturdays and double (2x) their regular straight time rate of pay for all hours worked on Sundays and statutory holidays (not including travel time, save and except drivers who are effective May 1, 2020 inclusive of travel time).

(d) Scheduled overtime opportunities will be offered to any employee who volunteers, by classification, provided that, in the opinion of the Employer, the employee possesses the requisite skill, ability and qualifications to perform the available overtime work. In the case the Employer is not able to meet its overtime requirements through employees who volunteer, the Employer may require the junior employees, by classification, who, in the opinion of the Employer, possess the requisite skill, ability and qualifications, to perform the available overtime work.

(e) The Employer may determine whether employees are prepared to volunteer for scheduled overtime opportunities by either:

(i) Posting a sign-up notice of a scheduled overtime opportunity at least 24 hours in advance of the scheduled overtime opportunity; or,

- (ii) Contacting employees in person at the workplace; or,
- (iii) Attempting to contact employees at their home telephone number on file with the Employer.

(f) The provisions of article 4.01(d) shall not apply to unscheduled overtime opportunities which shall include overtime opportunities commensurate with the beginning or end of a shift or project or created as a result of an emergency or by absences due to sickness, injury, leave, etc. in which cases the Employer may require overtime.

(g) After twelve (12) hours of time worked, excluding travel time, a meal allowance in the amount of sixteen dollars and thirty-nine cents (\$16.39) per day will be paid for jobs that are at least 110 km from the Employer's premises as directed by the Employer.

4.02 **Night Shift:** All shifts which commence, and have the majority of their hours between 6:00 p.m. and 6:00 a.m. shall be considered a night shift. All hours worked on a "night shift" shall be paid a premium of one and one-eighth times (1 1/8) the regular day shift rate. It is agreed that there shall be no pyramiding or compounding of premiums

(b) Where three (3) shifts are working involving payment of Saturday or Sunday overtime under the provisions of this Agreement, it is agreed that shift premium where applicable, will be paid in addition to overtime. It is further agreed and understood that on a two (2) or three (3) shift operation or shifts starting after 6:00 p.m., the tenth (10th) or fifteenth (15th) shift as the case may be, may be worked at straight time on Saturday until 7:00 a.m. provided, however, that the shift premium shall be paid.

## 5. **OUT-OF-TOWN ALLOWANCE**

5.01 It is understood and agreed that if the Employer requires an employee to be out of town overnight, the Employer will supply a suitable room and board for the employee in the amount one-hundred and twenty-five dollars (\$125.00) per overnight stay effective May 1, 2019; to increase to one hundred and thirty-five dollars (\$135.00) on May 1, 2020; and one hundred and forty dollars (\$140.00) on May 1, 2021.



## APPENDIX 2 LOCAL 493 - SUDBURY

### ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS

For all work except telecommunications work

Local 493 - Group 1 - Labourers

Effective Date	Hourly Rate	Vac Pay 10%	Welf. & Sch. Fund	Pens.	Train. Fund	Org. Fund	Suppl Pens.	Tri-Fund	Total Pkg.	W.D.	OPDC Dues	Ind. Fund
Last Rate	21.71	1.95	2.25	5.00	0.60	0.20	0.90	0.05	32.66	3%	0.40	0.20
01/05/2019	21.87	2.19	2.30	5.05	0.60	0.20	0.90	0.05	33.16	3%	0.40	0.25
01/05/2020	22.24	2.22	2.35	5.10	0.65	0.20	0.95	0.05	33.76	3%	0.40	0.25
01/05/2021	22.55	2.26	2.40	5.15	0.65	0.20	1.00	0.05	34.26	3%	0.40	0.25

Local 493 - Group 2 - Powderman Helper

Effective Date	Hourly Rate	Vac Pay 10%	Welf. & Sch. Fund	Pension	Training Fund	Org. Fund	Suppl Pens.	Tri-Fund	Total Pkg.	W.D.	OPDC Dues	Ind. Fund
Last Rate	21.75	1.96	2.25	5.00	0.60	0.20	0.90	0.05	32.71	3%	0.40	0.20
01/05/2019	21.92	2.19	2.30	5.05	0.60	0.20	0.90	0.05	33.21	3%	0.40	0.25
01/05/2020	22.28	2.23	2.35	5.10	0.65	0.20	0.95	0.05	33.81	3%	0.40	0.25
01/05/2021	22.60	2.26	2.40	5.15	0.65	0.20	1.00	0.05	34.31	3%	0.40	0.25

Local 493 - Group 3 - Labourers (semi-skilled); form strippers; scootcrete and calf dozer; driver; portable compressors; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant ; farm tractor driver

Effective Date	Hourly Rate	Vac Pay 10%	Welf. & Sch. Fund	Pension	Training Fund	Org. Fund	Suppl Pens.	Tri-Fund	Total Pkg.	W.D.	OPDC Dues	Ind. Fund
Last Rate	21.81	1.96	2.25	5.00	0.60	0.20	0.90	0.05	32.77	3%	0.40	0.20
01/05/2019	21.97	2.20	2.30	5.05	0.60	0.20	0.90	0.05	33.27	3%	0.40	0.25
01/05/2020	22.34	2.23	2.35	5.10	0.65	0.20	0.95	0.05	33.87	3%	0.40	0.25
01/05/2021	22.65	2.27	2.40	5.15	0.65	0.20	1.00	0.05	34.37	3%	0.40	0.25

Local 493 - Group 4 - Labourers (skilled - Group No. 1); pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers

Effective Date	Hourly Rate	Vac Pay 10%	Welf. & Sch. Fund	Pension	Training Fund	Org. Fund	Suppl Pens.	Tri-Fund	Total Pkg.	W.D.	OPDC Dues	Ind. Fund
Last Rate	21.85	1.97	2.25	5.00	0.60	0.20	0.90	0.05	32.82	3%	0.40	0.20
01/05/2019	22.02	2.20	2.30	5.05	0.60	0.20	0.90	0.05	33.32	3%	0.40	0.25
01/05/2020	22.38	2.24	2.35	5.10	0.65	0.20	0.95	0.05	33.92	3%	0.40	0.25
01/05/2021	22.70	2.27	2.40	5.15	0.65	0.20	1.00	0.05	34.42	3%	0.40	0.25

Local 493 - Group 5 - Labourers (skilled - Group No. 2); drillers (all types); wagon drills, etc.; powderman; truck driver

Effective Date	Hourly Rate	Vac Pay 10%	Welf. & Sch. Fund	Pension	Training Fund	Org. Fund	Suppl Pens.	Tri-Fund	Total Pkg.	W.D.	OPDC Dues	Ind. Fund
Last Rate	21.89	1.97	2.25	5.00	0.60	0.20	0.90	0.05	32.86	3%	0.40	0.20
01/05/2019	22.05	2.21	2.30	5.05	0.60	0.20	0.90	0.05	33.36	3%	0.40	0.25
01/05/2020	22.42	2.24	2.35	5.10	0.65	0.20	0.95	0.05	33.96	3%	0.40	0.25
01/05/2021	22.74	2.27	2.40	5.15	0.65	0.20	1.00	0.05	34.46	3%	0.40	0.25

Local 493 - Group 6 - Labourers (skilled - Group No. 3); carpenters; linemen; float driver; hydraulic drillers

Effective Date	Hourly Rate	Vac Pay 10%	Welf. & Sch. Fund	Pension	Training Fund	Org. Fund	Suppl Pens.	Tri-Fund	Total Pkg.	W.D.	OPDC Dues	Ind. Fund
Last Rate	22.20	2.00	2.25	5.00	0.60	0.20	0.90	0.05	33.20	3%	0.40	0.20
01/05/2019	22.36	2.24	2.30	5.05	0.60	0.20	0.90	0.05	33.70	3%	0.40	0.25
01/05/2020	22.73	2.27	2.35	5.10	0.65	0.20	0.95	0.05	34.30	3%	0.40	0.25
01/05/2021	23.05	2.30	2.40	5.15	0.65	0.20	1.00	0.05	34.80	3%	0.40	0.25

Local 493 - Group 4 - Labourers (skilled - Group No. 1); pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setters; concrete finishers

Effective Date	Hourly Rate	Vac Pay 10%	Welf. & Sch. Fund	Pension	Training Fund	Org. Fund	Suppl Pens.	Tri-Fund	Total Pkg.	W.D.	OPDC Dues	Ind. Fund
Last Rate	22.20	2.00	2.25	5.00	0.60	0.20	0.90	0.05	33.20	3%	0.40	0.20
01/05/2019	22.36	2.24	2.30	5.05	0.60	0.20	0.90	0.05	33.70	3%	0.40	0.25
01/05/2020	22.73	2.27	2.35	5.10	0.65	0.20	0.95	0.05	34.30	3%	0.40	0.25
01/05/2021	23.05	2.30	2.40	5.15	0.65	0.20	1.00	0.05	34.80	3%	0.40	0.25

Local 493 - Group 8 - Working Foreman

Effective Date	Hourly Rate	Vac Pay 10%	Welf. & Sch. Fund	Pension	Training Fund	Org. Fund	Suppl Pens.	Tri-Fund	Total Pkg.	W.D.	OPDC Dues	Ind. Fund
Last Rate	22.56	2.03	2.25	5.00	0.60	0.20	0.90	0.05	33.59	3%	0.40	0.20
01/05/2019	22.72	2.27	2.30	5.05	0.60	0.20	0.90	0.05	34.09	3%	0.40	0.25
01/05/2020	23.08	2.31	2.35	5.10	0.65	0.20	0.95	0.05	34.69	3%	0.40	0.25
01/05/2021	23.40	2.34	2.40	5.15	0.65	0.20	1.00	0.05	35.19	3%	0.40	0.25

## ARTICLE 2 – WAGE RATES AND CLASSIFICATIONS

All telecommunications work within the territorial jurisdiction of Local Union 493

Local 493 - Group 1 - Telecommunications Specialty Group: Splicer; Directional Driller; Vacuum Truck Driver

Effective Date	Hourly Rate	Vac Pay 10%	Welfare & Scholarship Fund	Pension	Training Fund	Tri-Fund	Total Pkg.	Working Dues	OPDC Dues	Ind. Fund
Last Rate	25.06	2.51	2.70	1.00	0.15	0.05	31.47	3%	0.40	0.20
01/05/2019	25.29	2.53	2.70	1.25	0.15	0.05	31.97	3%	0.40	0.25
01/05/2020	25.61	2.56	2.70	1.50	0.15	0.05	32.57	3%	0.40	0.25
01/05/2021	25.84	2.58	2.70	1.75	0.15	0.05	33.07	3%	0.40	0.25

Local 493 - Group 2 - Telecommunications General Labourer

Effective Date	Hourly Rate	Vac Pay 10%	Welfare & Scholarship Fund	Pension	Training Fund	Tri-Fund	Total Pkg.	Working Dues	OPDC Dues	Ind. Fund
Last Rate	19.80	1.98	2.70	1.00	0.15	0.05	25.68	3%	0.40	0.20
01/05/2019	20.03	2.00	2.70	1.25	0.15	0.05	26.18	3%	0.40	0.25
01/05/2020	20.35	2.03	2.70	1.50	0.15	0.05	26.78	3%	0.40	0.25
01/05/2021	20.57	2.06	2.70	1.75	0.15	0.05	27.28	3%	0.40	0.25

Note: After 800 hours as a Telecommunications Labourer - Trainee, the Trainee's rate will increase to the Telecommunications General Labourer rate

Local 493 - Group 3 - Telecommunications Labourer - Trainee

Effective Date	Hourly Rate	Vac Pay 10%	Welfare & Scholarship Fund	Pension	Training Fund	Tri-Fund	Total Pkg.	Working Dues	OPDC Dues	Ind. Fund
Last Rate	16.82	1.68	2.70	1.00	0.15	0.05	22.40	3%	0.40	0.20
01/05/2019	17.05	1.70	2.70	1.25	0.15	0.05	22.90	3%	0.40	0.25
01/05/2020	17.36	1.74	2.70	1.50	0.15	0.05	23.50	3%	0.40	0.25
01/05/2021	17.59	1.76	2.70	1.75	0.15	0.05	24.00	3%	0.40	0.25

Note: After 800 hours as a Telecommunications Labourer - Trainee, the Trainee's rate will increase to the Telecommunications General Labourer rate

## **ARTICLE 3 – HOURS OF WORK AND OVERTIME**

3.01 The regular hours work shall be fifty (50) hours per week, Monday to Friday inclusive. All time worked after ten (10) hours per day or fifty (50) straight time hours per week shall be deemed overtime work and shall be paid at time and one-half (1½x) the regular day shift rate.

All work commencing between 6:00 p.m. and 6:00 a.m. shall be paid at one and one-eighth (1 1/8x) times the regular day shift rate.

## **ARTICLE 4 – REMITTANCES**

4.01 (a) One cheque payable to the Labourers' Pension Fund of Central and Eastern Canada PO Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1 will cover Pension, Tri-Fund and OPDC Dues

(b) One cheque payable to "Labourers' Local 493", LIUNA Local 493, 584 Clinton Ave., Sudbury, ON P3B 2T2 will cover Training, Organizing, Working Dues, Monthly Dues, Supplemental Pension, Health & Welfare and RST

## **ARTICLE 5 – UNION REPRESENTATION LEAVE OF ABSENCE**

5.01 Officers of the Local Union shall be granted a leave of absence when required by the Local Union provided that the Employer receives adequate notice.

## APPENDIX 3 LOCAL 527 OTTAWA

### ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS

OLRB Areas No. 13, 14, 15, 30 & 31

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

<b>APPENDIX 3 - LOCAL 527 OTTAWA</b>											
<b>ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS</b>											
The Regional Municipality of Ottawa-Carleton and the Counties of Dundas, Stormont, Glengarry, Prescott, Russell, Lanark, Renfrew, Grenville, and Leeds											
Classification	Effective Date	Hourly Rate	Vacation Pay	Benefit Fund Contributions		Pension Fund Contributions			Total Hourly Wage Package	Industry Fund	
				Total Fund	PST	Pension	Cdn. Tri-Fund	OPDC			
<b>Group 1 General Labourer</b>	current	\$25.43	\$2.54	\$2.82	\$0.131	\$5.52	\$0.05	\$0.40	\$36.891	\$0.20	
	May 1, 2019	\$26.13	\$2.61	\$2.95	\$0.139	\$5.72	\$0.05	\$0.40	\$37.999	\$0.25	
	May 1, 2020	\$26.83	\$2.68	\$3.08	\$0.147	\$5.92	\$0.05	\$0.40	\$39.107	\$0.25	
	May 1, 2021	\$27.53	\$2.75	\$3.21	\$0.155	\$6.12	\$0.05	\$0.40	\$40.215	\$0.25	
<b>Group 2 Labourers (Semi-Skilled - Group no 1); Powderman Helper</b>	current	\$27.92	\$2.79	\$2.82	\$0.131	\$5.52	\$0.05	\$0.40	\$39.631	\$0.20	
	May 1, 2019	\$28.62	\$2.86	\$2.95	\$0.139	\$5.72	\$0.05	\$0.40	\$40.739	\$0.25	
	May 1, 2020	\$29.32	\$2.93	\$3.08	\$0.147	\$5.92	\$0.05	\$0.40	\$41.847	\$0.25	
	May 1, 2021	\$30.02	\$3.00	\$3.21	\$0.155	\$6.12	\$0.05	\$0.40	\$42.955	\$0.25	



Classification	Effective Date	Hourly Rate	Vacation Pay	Benefit Fund Contributions		Pension Fund Contributions			Total Hourly Wage Package	Industry Fund
				Total Fund	PST	Pension	Cdn. Tri-Fund	OPDC		
<b>Group 3</b> <i>Labourers (semi-skilled - Group 2); Form strippers; scootcrete and calf dozer; driver; portable compressors; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver; mini-excavator/skid steer</i>	<b>current</b>	\$27.92	\$2.79	\$2.82	\$0.131	\$5.52	\$0.05	\$0.40	\$39.631	\$0.20
	<b>May 1, 2019</b>	\$28.62	\$2.86	\$2.95	\$0.139	\$5.72	\$0.05	\$0.40	\$40.739	\$0.25
	<b>May 1, 2020</b>	\$29.32	\$2.93	\$3.08	\$0.147	\$5.92	\$0.05	\$0.40	\$41.847	\$0.25
	<b>May 1, 2021</b>	\$30.02	\$3.00	\$3.21	\$0.155	\$6.12	\$0.05	\$0.40	\$42.955	\$0.25
<b>Group 4</b> <i>Labourers: (skilled - Group No.1): Pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; form setter; concrete finishers</i>	<b>current</b>	\$27.92	\$2.79	\$2.82	\$0.131	\$5.52	\$0.05	\$0.40	\$39.631	\$0.20
	<b>May 1, 2019</b>	\$28.62	\$2.86	\$2.95	\$0.139	\$5.72	\$0.05	\$0.40	\$40.739	\$0.25
	<b>May 1, 2020</b>	\$29.32	\$2.93	\$3.08	\$0.147	\$5.92	\$0.05	\$0.40	\$41.847	\$0.25
	<b>May 1, 2021</b>	\$30.02	\$3.00	\$3.21	\$0.155	\$6.12	\$0.05	\$0.40	\$42.955	\$0.25

Classification	Effective Date	Hourly Rate	Vacation Pay	Benefit Fund Contributions		Pension Fund Contributions			Total Hourly Wage Package	Industry Fund
				Total Fund	PST	Pension	Cdn. Tri-Fund	OPDC		
<b>Group 5</b> <i>Labourers (skilled - Group No.2); Drillers (all types); wagon drills; etc.; powderman; truck driver</i>	<i>current</i>	\$27.92	\$2.79	\$2.82	\$0.131	\$5.52	\$0.05	\$0.40	\$39.631	\$0.20
	<i>May 1, 2019</i>	\$28.75	\$2.88	\$2.95	\$0.139	\$5.72	\$0.05	\$0.40	\$40.889	\$0.25
	<i>May 1, 2020</i>	\$29.59	\$2.96	\$3.08	\$0.147	\$5.92	\$0.05	\$0.40	\$42.147	\$0.25
	<i>May 1, 2021</i>	\$30.47	\$3.05	\$3.21	\$0.155	\$6.12	\$0.05	\$0.40	\$43.455	\$0.25
<b>Group 6</b> <i>Labourers (skilled - Group No.3); Carpenters; linemen; float driver, splicing technician, manhole specialty labourer, AZ/DZ driver</i>	<i>current</i>	\$27.92	\$2.79	\$2.82	\$0.131	\$5.52	\$0.05	\$0.40	\$39.631	\$0.20
	<i>May 1, 2019</i>	\$28.75	\$2.88	\$2.95	\$0.139	\$5.72	\$0.05	\$0.40	\$40.889	\$0.25
	<i>May 1, 2020</i>	\$29.59	\$2.96	\$3.08	\$0.147	\$5.92	\$0.05	\$0.40	\$42.147	\$0.25
	<i>May 1, 2021</i>	\$30.47	\$3.05	\$3.21	\$0.155	\$6.12	\$0.05	\$0.40	\$43.455	\$0.25
<b>Group 7</b> <i>Labourers (skilled - Group No.4); Electricians; tunnel workers where tunnel is in excess of sixteen feet (16') in length, excluding shallow tree tunnels</i>	<i>current</i>	\$27.92	\$2.79	\$2.82	\$0.131	\$5.52	\$0.05	\$0.40	\$39.631	\$0.20
	<i>May 1, 2019</i>	\$28.75	\$2.88	\$2.95	\$0.139	\$5.72	\$0.05	\$0.40	\$40.889	\$0.25
	<i>May 1, 2020</i>	\$29.59	\$2.96	\$3.08	\$0.147	\$5.92	\$0.05	\$0.40	\$42.147	\$0.25
	<i>May 1, 2021</i>	\$30.47	\$3.05	\$3.21	\$0.155	\$6.12	\$0.05	\$0.40	\$43.455	\$0.25
<b>Group 8</b> <i>Working Foreman</i>	<i>current</i>	\$30.25	\$3.03	\$2.82	\$0.131	\$5.52	\$0.05	\$0.40	\$42.201	\$0.20
	<i>May 1, 2019</i>	\$31.09	\$3.11	\$2.95	\$0.139	\$5.72	\$0.05	\$0.40	\$43.459	\$0.25
	<i>May 1, 2020</i>	\$31.93	\$3.19	\$3.08	\$0.147	\$5.92	\$0.05	\$0.40	\$44.717	\$0.25
	<i>May 1, 2021</i>	\$32.81	\$3.28	\$3.21	\$0.155	\$6.12	\$0.05	\$0.40	\$46.025	\$0.25

**ASBESTOS REMOVAL:** Employees who perform asbestos removal shall receive a one dollar (\$1.00) premium above the Skilled Labourer’s hourly rate.

**Note:**

- 1) General labourers will receive a fifty cent (\$0.50) increase every six (6) months until **the classification rate for which he is qualified is reached.**
- 2) The hourly rates shown have been reduced by the amount of the contributions for LIUNA Local 527 Administration and LIUNA Ontario Provincial District Council and each employee covered by this Schedule has agreed to the reduction.
- 3) The base rate for “Bell Canada General Contract” shall be one dollar (\$1.00) less per hour than the above classifications.
- 4) Only individuals operating vehicles that require a AZ/DZ license shall be entitled to receive the AZ/DZ driver wage rate.

## **ARTICLE 2 – HOURS OF WORK AND OVERTIME**

2.01 The regular hours of work shall be ten (10) hours per day, Monday to Friday inclusive. All time worked after ten (10) hours per day or six o’clock in the afternoon (6:00 p.m.) any day, or after forty-five (45) hours at straight time per week, shall be deemed overtime work or shift work and shall be paid at time and one-half (1½ x) the regular day shift rate, save and except shift work.

## **ARTICLE 3 – ON CALL (STANDBY PAY)**

3.01 There will be a lump-sum payment for standby pay equivalent to one hour’s pay per day for each day an employee is On Call and is not required to perform work of any duration.

3.02 The Employer shall post an “On Call Availability List” each Monday for the On Call work required for the following week, where interested employees may register.

3.03 Employees are required to put their names on the posted “On Call Availability List” prior to the end of shift on that Tuesday to be considered for selection of On Call work.

3.04 The Employer shall notify the selected employee(s), who shall be on call for that week, no later than that Thursday.

3.05 The Employer shall make every effort to distribute the On Call shifts evenly amongst the registered employees.

3.06 When an employee on call is unavailable to receive a call from the Employer to go to work, the Employer shall leave a message. The Employer shall then give the employee twenty (20) minutes to return the call. If the employee does not return the call within that time or is not available to go to work, no standby pay shall be paid for that day.

3.07 Employees scheduled for On Call work who are unavailable over two times shall, on their third infraction, lose all entitled standby pay for that week.

## **ARTICLE 4 – TRAVEL ALLOWANCE AND ROOM AND BOARD**

### **4.01 Out of Town Work**

When an employee is required to work outside the forty-eight (48) kilometers radius from the Parliament Peace Tower, Ottawa, Ontario and the said employee resides within the said radius, he shall receive travel expense allowance commencing from the said radius to and from the job on the basis of fifty five cents (\$0.55) per kilometer travelled with mileage to be based on the nearest direct route.

### **4.02 Vehicle Expenses**

When an employee is eligible to receive travel time allowance and when in conjunction therewith, he is requested by the Employer to use his own vehicle for transportation, he shall be paid a vehicle expense of fifty- five cents (\$0.55) per kilometer for all kilometers travelled from the forty-eight (48) kilometer radius.

#### 4.03 **Room and Board**

When an employee is required to temporarily relocate and reside at or near a project within one hundred (100) kilometers radius of the Parliament Peace Tower, the sum of sixty dollars (\$60.00) per day or actual cost on presentation of receipts will be paid to the employee for board and lodging.

4.04 An employee who is required to stay out of town (beyond 100 kilometers of the Peace Tower) shall be paid the cost of approved transportation. Board and lodging will be paid at one hundred and twenty (\$120.00) per day or actual cost on presentation of receipts. This allowance shall also be paid for Saturday and Sunday if the employees are unable to return home by reason of the location of the job site. The Employer shall have the right to make acceptable accommodation for room and board.

### **ARTICLE 5 – BEREAVEMENT LEAVE**

5.01 The Employer agrees to pay employees who have completed 3 months employment three (3) days paid bereavement leave at ten (10) hours per day at their regular rate in the event of the passing of an immediate family member i.e. parents, siblings, children, spouse, grandparents, father-in-law, and mother-in-law.

# LETTER OF UNDERSTANDING: Construction Craft Worker

## Apprenticeship

BETWEEN:

**THE UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO  
- and -  
LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 527**

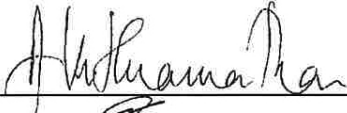
1.

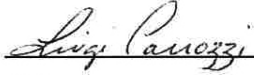
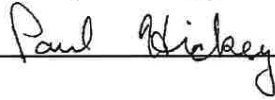
	Rate	Hours
Level 1	70% of CCW rate	0 – 800 hours
Level 2	80% of CCW rate	801 – 1600 hours
Level 3	90% of CCW rate	1601 – 2400 hours
2. Once the Construction Craft Worker apprentice completes the apprenticeship of 2400 hours, he shall be paid fifty cents (\$0.50) above the General Labourer rate.
3. Construction Craft Worker shall be added under “Note 1” in the Wage Rates and Classifications portion of Local 527’s schedule.
4. The Employer has the right to hire one (1) Apprentice per four (4) employees in the Local 527 portion of the bargaining unit.
5. All Apprentices shall be dispatched in accordance with Article 4 of the Master Portion.
6. It is agreed that prior to laying off any full-rate employees, all Apprentices will be laid off.
7. The Employer shall participate in filling out the applicable manual or checklist relating to an Apprentice’s skill set as she/he completes the program.

8. Apprentices must attend in-class training when directed. The Employer shall allow Apprentices time off to attend this training.

The Utility Contractors Association

Labourers' International Union of  
North America, Local 527

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF  
UNDERSTANDING:**

**BETWEEN:**

**THE UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO  
("UCAO")**

**- and -**

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
ONTARIO PROVINCIAL DISTRICT COUNCIL  
("OPDC")**

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 527  
("Local 527")**

**WHEREAS** the parties are bound to the Provincial Utility Collective Agreement effective from May 1, 2016 to April 30, 2019 and any renewals thereof ("Utility Agreement");

**AND WHEREAS** the parties wish to enter into a letter of understanding to modify the collective agreement with respect to work performed in Local 527's territorial jurisdiction on the FTTH Deployment - Turnkey Buried - Ottawa project ("FTTH Project");

**NOW THEREFORE** the parties agree as follows:


1. This Letter of Understanding is incorporated into and shall form part of the Utility Agreement with respect to all below-ground work performed on the FTTH Project.
2. For clarity, this Letter of Understanding applies to work covered by the Utility Agreement on the FTTH Project and is limited to the installation of micro duct or otherwise mandated by the client and associated cleanup.
3. For further clarity, the full terms and conditions of the Utility




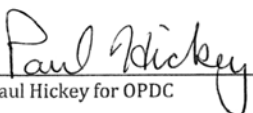
Agreement applies to all work falling outside the scope of this Letter of Understanding including, but not limited to, work to the point of bringing services to the central splitting point notwithstanding that such work may be related to the FTTH Project. It is understood that this Letter of Understanding applies to all work after the CSP (flower pots) on the FTTH Project.

4. The terms and conditions of Local 527's Appendix to the Utility Agreement shall be modified as follows:
  - a. Apprentices shall progress through the wage schedule every six (6) calendar months instead of every 800 hours worked.
  - b. Any employee that has worked for one week in any calendar month shall be deemed to have worked a full month for the purposes of paragraph 4(a) above.
  - c. The ration of apprentices to journey persons shall be one to one (1:1) and it shall be maintained during periods of lay-off.
  - d. Any employee who is transferred from work on the FTTH
5. Project to work covered by the full terms and conditions of the Utility Agreement shall continue to be paid pursuant to the full terms and conditions of the Utility Agreement if they are returned to the FTTH project.
6. The modified terms and conditions of this Letter of Understanding shall not apply to any person employed in the Driller classification.
7. Employers shall be required to remit a separate contribution report for all employees working under this Letter of Understanding.

Signed at Oakville and Ottawa, Ontario this 30th of June 2017

  
Barry Brown for the UCAO

  
Luigi Carrozzi for Local 527

  
Paul Hickey for OPDC

## APPENDIX 4 LOCAL 607 – THUNDER BAY

### ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS

For all work except telecommunications work

Local 607 – Group 1: Labourers													
Effective Date	Hourly Rate	Vac. & Hdl. Pri	Health & Welfare	Pension	Train. Fund	Tri-Fund	De Novo	Promo. Fund	Total Pkg.	WD Decl.	OPDC Dues	Ind. Fund	
05-1-19	22.13	2.21	3.20	7.10	0.55	0.10	0.04	0.20	35.53	0.66	0.40	0.25	
05-1-20	22.67	2.27	3.20	7.10	0.55	0.10	0.04	0.20	36.13	0.68	0.40	0.25	
05-1-21	23.13	2.31	3.20	7.10	0.55	0.10	0.04	0.20	36.63	0.69	0.40	0.25	
Local 607 – Group 2: Powder Helper													
05-1-19	22.19	2.21	3.20	7.10	0.55	0.10	0.04	0.20	35.59	0.66	0.40	0.25	
05-1-20	22.73	2.27	3.20	7.10	0.55	0.10	0.04	0.20	36.19	0.68	0.40	0.25	
05-1-21	23.18	2.32	3.20	7.10	0.55	0.10	0.04	0.20	36.69	0.70	0.40	0.25	
Local 607 – Group 3: Labourers (Semiskilled) Form stripper, scootcrete and caldozer; driver; portable compressors; small mixer and pump man(4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver													
05-1-19	22.23	2.22	3.20	7.10	0.55	0.10	0.04	0.20	35.64	0.66	0.40	0.25	
05-1-20	22.77	2.28	3.20	7.10	0.55	0.10	0.04	0.20	36.24	0.68	0.40	0.25	
05-1-21	23.23	2.32	3.20	7.10	0.55	0.10	0.04	0.20	36.74	0.70	0.40	0.25	
Local 607 – Group 4: Labourers (Skilled - Group No.1): Pipelayer and conduit layer (all types and materials); Jackhammer operator; air auger man; form setters; concrete Finishers													
05-1-19	22.28	2.23	3.20	7.10	0.55	0.10	0.04	0.20	35.70	0.67	0.40	0.25	
05-1-20	22.83	2.28	3.20	7.10	0.55	0.10	0.04	0.20	36.30	0.68	0.40	0.25	
05-1-21	23.28	2.33	3.20	7.10	0.55	0.10	0.04	0.20	36.80	0.70	0.40	0.25	
Local 607 – Group 5: Labourers (skilled-Group No.2); Drillers (all types); wagon drills, etc; Powderman; truck driver													
05-1-19	22.33	2.23	3.20	7.10	0.55	0.10	0.04	0.20	35.75	0.67	0.40	0.25	
05-1-20	22.87	2.29	3.20	7.10	0.55	0.10	0.04	0.20	36.35	0.69	0.40	0.25	
05-1-21	23.33	2.33	3.20	7.10	0.55	0.10	0.04	0.20	36.85	0.70	0.40	0.25	
Local 607 – Group 6: Labourers (skilled - group No. 3); Carpenters; linemen; float driver; hydraulic drillers													
05-1-19	22.63	2.26	3.20	7.10	0.55	0.10	0.04	0.20	36.08	0.68	0.40	0.25	
05-1-20	23.17	2.32	3.20	7.10	0.55	0.10	0.04	0.20	36.68	0.70	0.40	0.25	
05-1-21	23.63	2.36	3.20	7.10	0.55	0.10	0.04	0.20	37.18	0.71	0.40	0.25	
Local 607 – Group 7: Labourers (skilled - group No. 4); Electricians; tunnel workers where tunnel is in excess of sixteen feet (16) in length, excluding shallow tree tunnels													
05-1-19	22.63	2.26	3.20	7.10	0.55	0.10	0.04	0.20	36.08	0.68	0.40	0.25	
05-1-20	23.17	2.32	3.20	7.10	0.55	0.10	0.04	0.20	36.68	0.70	0.40	0.25	
05-1-21	23.63	2.36	3.20	7.10	0.55	0.10	0.04	0.20	37.18	0.71	0.40	0.25	
Local 607 – Group 8: Drillers													
05-1-19	26.11	2.61	3.20	7.10	0.55	0.10	0.04	0.20	39.91	0.78	0.40	0.25	
05-1-20	26.65	2.67	3.20	7.10	0.55	0.10	0.04	0.20	40.51	0.80	0.40	0.25	
05-1-21	27.11	2.71	3.20	7.10	0.55	0.10	0.04	0.20	41.01	0.80	0.40	0.25	
Local 607 – Group 9: Powderman													
05-1-19	28.12	2.81	3.20	7.10	0.55	0.10	0.04	0.20	42.12	0.84	0.40	0.25	
05-1-20	28.66	2.87	3.20	7.10	0.55	0.10	0.04	0.20	42.72	0.86	0.40	0.25	
05-1-21	29.12	2.91	3.20	7.10	0.55	0.10	0.04	0.20	43.22	0.87	0.40	0.25	
Local 607 – Group 10: Working Foreman - \$1.50 per hour over the highest wage rate being supervised.													

**Note:** Five cents (\$0.05) of the above Tri-Fund contribution shall be directed to the Local 607 Tri-Fund c/o

LiUNA Local 607

730 Balmoral Street

Thunder Bay, Ontario P7C 5V3

## ARTICLE 2 – WAGE RATES AND CLASSIFICATIONS

All telecommunications work within the territorial jurisdiction of Local Union 607

Local 607 – Group 1: Telecommunications Specialty Group: Splicer; Directional Driller; Vacuum Truck Driver												
Effective Date	Hourly Rate	Vac. & Hol. Pay	Welfare Benefit	Pension	Train. Fund	Tri-Fund	De Novo	Promo. Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05-1-19	25.30	2.53	2.70	1.00	0.15	0.05	0.04	0.20	31.97	0.76	0.40	0.25
05-1-20	25.84	2.59	2.70	1.00	0.15	0.05	0.04	0.20	32.57	0.78	0.40	0.25
05-1-21	26.30	2.63	2.70	1.00	0.15	0.05	0.04	0.20	33.07	0.79	0.40	0.25
Local 607 – Group 2: Telecommunications General Labourer												
05-1-19	20.04	2.00	2.70	1.00	0.15	0.05	0.04	0.20	26.18	0.60	0.40	0.25
05-1-20	20.58	2.06	2.70	1.00	0.15	0.05	0.04	0.20	26.78	0.61	0.40	0.25
05-1-21	21.04	2.10	2.70	1.00	0.15	0.05	0.04	0.20	27.28	0.63	0.40	0.25
Local 607 – Group 3: Telecommunications Labourer Trainee												
05-1-19	17.06	1.70	2.70	1.00	0.15	0.05	0.04	0.20	22.90	0.51	0.40	0.25
05-1-20	17.60	1.76	2.70	1.00	0.15	0.05	0.04	0.20	23.50	0.53	0.40	0.25
05-1-21	18.05	1.81	2.70	1.00	0.15	0.05	0.04	0.20	24.00	0.54	0.40	0.25

**Note:** After 800 hours as a Telecommunications Labourer Trainee, the Trainee’s rate will increase to the Telecommunications General Labourer rate.

### Subcontracting:

1. All drilling and blasting work shall be subcontracted to Employers having Agreements covering the work of Local 607.
2. All clearing operations for the geographic jurisdiction of Local 607 on all cross-country utility work will be subcontracted to Employers having Agreements covering the work with Local 607.

## **Remote Work**

In the event that an Employer acquires work in the remote regions of Local 607's territorial jurisdiction, the Employer will meet with Local 607 prior to the commencement of work to negotiate terms and conditions for the following as appropriate for the work:

1. Daily travel/mileage allowance or other transportation to the job site;
2. Room and Board allowance;
3. Camp/Remote accommodations language; and
4. Travel provisions to provide for paid transportation to employees to the project and return home, including periodic return to home on lengthy projects.

## **ARTICLE 3 – HOURS OF WORK AND OVERTIME**

3.01 The regular hours work shall be fifty (50) hours per week, Monday to Friday inclusive. All time worked after ten (10) hours per day or fifty (50) straight time hours per week shall be deemed overtime work and shall be paid at time and one-half ( $1\frac{1}{2}x$ ) the regular day shift rate.

All work commencing between 6:00 p.m. and 6:00 a.m. shall be paid at one and one-eighth ( $1\frac{1}{8}x$ ) times the regular day shift rate.

## APPENDIX 5 LOCAL 625 – WINDSOR

### ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS

The Counties of Essex and Chatham-Kent

<b>Local 625 - Group 1: Labourers; scootcrete and calf dozer; driver; portable compressors; small mixer and pump man (4" discharge and under); groutman, mortar man; form stripper; concrete finisher; pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; drillers (all types); wagon drills, etc.; powderman; powderman helper; truck driver; storeman and lumber yard attendant; farm tractor driver; tunnel workers where tunnel is in excess of sixteen feet (16') in length, excluding shallow tree tunnels; utility locator; hydrovac helper</b>										
Effective Date	Hourly Rate	Vac. Pay 9%	Welfare Benefit	Legal	Pension	Funds	Tri-Fund	Total Pkg.	**** OPDC Dues	Ind. Fund
05/01/19	28.11	2.53	2.65	0.05	7.00	1.60	0.05	41.99	0.40	0.25
05/01/20	28.98	2.61	2.70	0.05	7.00	1.85	0.05	43.24	0.40	0.25
05/01/21	29.85	2.69	2.75	0.05	7.00	2.12	0.05	44.51	0.40	0.25
<b>Local 625 – Group 2: Formsetter/carpenter; linemen; Splicer; float driver; Truck driver requiring AZ or DZ license; hydrovac drivers; hydraulic drillers; directional boring; Drill Head Locator Premium Eighty Cents (\$0.80) per hour above Group 1 Hourly wage rate</b>										
<b>Local 625 – Group 3: Working Foreman; Electrician Premium: One Dollar Thirty Cents (\$1.30) per hour above Group 1 hourly rate</b>										

NOTE - \*\*\*\* Employee Deduction

**Note 1:** Training Fund is replaced with “Funds” which includes Training Fund, Administration Fund and Organizing Fund.

**Note 2:** Group RSP and Working Dues have been eliminated.

## **ARTICLE 2 – HOURS OF WORK AND OVERTIME**

2.01 The regular hours work shall be forty-eight (48) hours per week, Monday to Friday inclusive, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time worked after forty-eight (48) hours per week or after ten (10) hours per day, or before seven o'clock in the forenoon (7:00 a.m.) and six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime work or shift work and shall be paid at time and one-half (1 1/2) the regular shift rate, save and except shift work.

## **ARTICLE 3 – CONSTRUCTION CRAFT WORKER**

The Local 625 LAC shall provide Apprenticeship Guidelines to UCA and Employers upon request.

## **ARTICLE 4 – TRAINING PROGRAMS**

4.01 Regular and new employees shall be required to obtain the following certificates within four (4) months from date of employment:

- Confined Spaces
- Traffic Control
- Standard First Aid
- Introduction to Occupational Health and Safety Act
- Propane
- Quick Cut / Chain Saw
- Fire Extinguisher
- Working at Heights (WAH)
- Ground Disturbance

This requirement is contingent on the availability of the classes being provided by the Labourers' International Union of North America, Local 625 Training Trust Fund.

Any safety courses not listed above that are provided by the Local 625 Training Trust Fund shall be offered to the members of Local 625 upon the request of the Employer upon the availability of the classes.

## APPENDIX 6 LOCAL 837 – HAMILTON

### ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS

All work in Hamilton – Board Area 26 except telecommunications work

1.01 Hamilton – Board Area 26 (Regional Municipality of Hamilton-Wentworth, City of Burlington, that portion of the geographic township of Beverly annexed by North Dumfries Township and that portion of the Town of Milton within the geographic townships of Nassagaweya and Nelson)

Local 837 – Entry Level 1 Labourer (0 – 800 hours): 85% of Entry Level 4 Labourer												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	17.06	1.71	1.90	0.20	0.15	4.23	0.52	0.10	25.87	0.54	0.40	0.20
May 1/19	17.49	1.75	2.00	0.20	0.15	4.44	0.52	0.10	26.65	0.54	0.40	0.25
May 1/20	18.02	1.80	2.05	0.20	0.15	4.57	0.52	0.10	27.41	0.54	0.40	0.25
May 1/20	18.55	1.86	2.10	0.20	0.15	4.78	0.52	0.10	28.26	0.54	0.40	0.25

Local 837 – Entry Level 2 Labourer (801 - 1600 hours): 90% of Entry Level 4 Labourer												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	18.07	1.80	1.90	0.20	0.15	4.48	0.52	0.10	27.22	0.54	0.40	0.20
May 1/19	18.52	1.85	2.00	0.20	0.15	4.70	0.52	0.10	28.04	0.54	0.40	0.25
May 1/20	19.08	1.91	2.05	0.20	0.15	4.84	0.52	0.10	28.85	0.54	0.40	0.25
May 1/21	19.64	1.96	2.10	0.20	0.15	5.06	0.52	0.10	29.73	0.54	0.40	0.25

Local 837 – Entry Level 3 Labourer (1601 - 2400 hours): 95% of Entry Level 4 Labourer												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	19.07	1.91	1.90	0.20	0.15	4.73	0.52	0.10	28.58	0.54	0.40	0.20
May 1/19	19.55	1.96	2.00	0.20	0.15	4.96	0.52	0.10	29.44	0.54	0.40	0.25
May 1/20	20.14	2.01	2.05	0.20	0.15	5.11	0.52	0.10	30.28	0.54	0.40	0.25
May 1/21	20.73	2.07	2.10	0.20	0.15	5.34	0.52	0.10	31.21	0.54	0.40	0.25

## Local 837 Hamilton- Board Area 26 (Continued)

<b>Local 837 – Entry Level 4 Labourer (2401 - 4000 hours): 80% of Group 1 Labourer</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	20.07	2.01	1.90	0.20	0.15	4.98	0.52	0.10	29.93	0.54	0.40	0.20
May 1/19	20.58	2.06	2.00	0.20	0.15	5.22	0.52	0.10	30.83	0.54	0.40	0.25
May 1/20	21.20	2.12	2.05	0.20	0.15	5.38	0.52	0.10	31.72	0.54	0.40	0.25
May 1/21	21.82	2.18	2.10	0.20	0.15	5.62	0.52	0.10	32.69	0.54	0.40	0.25

<b>Local 837 - Group 1: Labourers</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	25.09	2.51	1.90	0.20	0.15	6.22	0.52	0.10	36.69	0.54	0.40	0.20
May 1/19	25.73	2.57	2.00	0.20	0.15	6.52	0.52	0.10	37.79	0.54	0.40	0.25
May 1/20	26.50	2.65	2.05	0.20	0.15	6.72	0.52	0.10	38.89	0.54	0.40	0.25
May 1/21	27.27	2.73	2.10	0.20	0.15	7.02	0.52	0.10	40.09	0.54	0.40	0.25

<b>Local 837 - Group 2: Powderman Helper</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	25.15	2.51	1.90	0.20	0.15	6.22	0.52	0.10	36.75	0.54	0.40	0.20
May 1/19	25.78	2.58	2.00	0.20	0.15	6.52	0.52	0.10	37.85	0.54	0.40	0.25
May 1/20	26.55	2.66	2.05	0.20	0.15	6.72	0.52	0.10	38.95	0.54	0.40	0.25
May 1/21	27.33	2.73	2.10	0.20	0.15	7.02	0.52	0.10	40.15	0.54	0.40	0.25

<b>Local 837 - Group 3: Labourers (semi-skilled); Form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	25.59	2.56	1.90	0.20	0.15	6.22	0.52	0.10	36.80	0.54	0.40	0.20
May 1/19	25.83	2.58	2.00	0.20	0.15	6.52	0.52	0.10	37.90	0.54	0.40	0.25
May 1/20	26.60	2.66	2.05	0.20	0.15	6.72	0.52	0.10	39.00	0.54	0.40	0.25
May 1/21	27.37	2.74	2.10	0.20	0.15	7.02	0.52	0.10	40.20	0.54	0.40	0.25

<b>Local 837 - Group 4: Labourers (skilled – Group No. 1); Pipelayers &amp; conduit layers (all types &amp; materials); jack hammer operator; air auger man; form setters; concrete finishers</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	25.25	2.52	1.90	0.20	0.15	6.22	0.52	0.10	36.86	0.54	0.40	0.20
May 1/19	25.88	2.59	2.00	0.20	0.15	6.52	0.52	0.10	37.96	0.54	0.40	0.25
May 1/20	26.65	2.67	2.05	0.20	0.15	6.72	0.52	0.10	39.06	0.54	0.40	0.25
May 1/21	27.43	2.74	2.10	0.20	0.15	7.02	0.52	0.10	40.26	0.54	0.40	0.25

<b>Local 837 - Group 5: Labourers (skilled – Group No. 2); Drillers (all types); wagon drills, etc.; powderman; truck driver</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	25.29	2.53	1.90	0.20	0.15	6.22	0.52	0.10	36.91	0.54	0.40	0.20
May 1/19	25.93	2.59	2.00	0.20	0.15	6.52	0.52	0.10	38.01	0.54	0.40	0.25
May 1/20	26.70	2.67	2.05	0.20	0.15	6.72	0.52	0.10	39.11	0.54	0.40	0.25
May 1/21	27.47	2.75	2.10	0.20	0.15	7.02	0.52	0.10	40.31	0.54	0.40	0.25



## Local 837 Hamilton- Board Area 26 (Continued)

Local 837 - Group 6: Labourers (skilled Group No. 3); Carpenters; linemen; float driver; hydraulic drillers												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	25.59	2.56	1.90	0.20	0.15	6.22	0.52	0.10	37.24	0.54	0.40	0.20
May 1/19	26.23	2.62	2.00	0.20	0.15	6.52	0.52	0.10	38.34	0.54	0.40	0.25
May 1/20	27.00	2.70	2.05	0.20	0.15	6.72	0.52	0.10	39.44	0.54	0.40	0.25
May 1/21	27.77	2.78	2.10	0.20	0.15	7.02	0.52	0.10	40.64	0.54	0.40	0.25

Local 837 - Group 7: Labourers (skilled Group No. 4); Electricians; tunnel workers where tunnel is in excess of sixteen feet (16') in length, excluding shallow tree tunnels												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	25.59	2.56	1.90	0.20	0.15	6.22	0.52	0.10	37.24	0.54	0.40	0.20
May 1/19	26.23	2.62	2.00	0.20	0.15	6.52	0.52	0.10	38.34	0.54	0.40	0.25
May 1/20	27.00	2.70	2.05	0.20	0.15	6.72	0.52	0.10	39.44	0.54	0.40	0.25
May 1/21	27.77	2.78	2.10	0.20	0.15	7.02	0.52	0.10	40.64	0.54	0.40	0.25

Local 837 - Group 8: Working Foreman												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	27.08	2.71	1.90	0.20	0.15	6.22	0.52	0.10	38.88	0.54	0.40	0.20
May 1/19	27.72	2.77	2.00	0.20	0.15	6.52	0.52	0.10	39.98	0.54	0.40	0.25
May 1/20	28.49	2.85	2.05	0.20	0.15	6.72	0.52	0.10	41.08	0.54	0.40	0.25
May 1/21	29.26	2.93	2.10	0.20	0.15	7.02	0.52	0.10	42.28	0.54	0.40	0.25

## ARTICLE 2 – WAGE RATES AND CLASSIFICATIONS

All work in Niagara – Board Area 5 except telecommunications work

2.01 Niagara – Board Area 5 (Regional Municipality of Niagara and that portion of Regional Municipality Of Haldimand-Norfolk coming within the former county of Haldimand)

Local 837 – Entry Level 1 Labourer (0 – 800 hours): 85% of Entry Level 4 Labourer												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	16.20	1.62	1.55	0.20	0.15	3.38	0.52	0.10	23.72	0.54	0.40	0.20
May 1/19	16.51	1.65	1.55	0.20	0.15	3.66	0.52	0.10	24.34	0.54	0.40	0.25
May 1/20	16.81	1.68	1.55	0.20	0.15	3.93	0.52	0.10	24.94	0.54	0.40	0.25
May 1/21	17.12	1.71	1.55	0.20	0.15	4.20	0.52	0.10	25.55	0.54	0.40	0.25

Local 837 – Entry Level 2 Labourer (801 - 1600 hours): 90% of Entry Level 4 Labourer												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	17.15	1.72	1.55	0.20	0.15	3.58	0.52	0.10	24.97	0.54	0.40	0.20
May 1/19	17.48	1.75	1.55	0.20	0.15	3.87	0.52	0.10	25.62	0.54	0.40	0.25
May 1/20	17.80	1.78	1.55	0.20	0.15	4.16	0.52	0.10	26.26	0.54	0.40	0.25
May 1/21	18.13	1.81	1.55	0.20	0.15	4.45	0.52	0.10	26.91	0.54	0.40	0.25

## Local 837 - Niagara – Board Area 5 (Continued)

<b>Local 837 – Entry Level 3 Labourer (1601 - 2400 hours): 95% of Entry Level 4 Labourer</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	18.10	1.81	1.55	0.20	0.15	3.78	0.52	0.10	26.21	0.54	0.40	0.20
May 1/19	18.45	1.85	1.55	0.20	0.15	4.09	0.52	0.10	26.91	0.54	0.40	0.25
May 1/20	18.79	1.88	1.55	0.20	0.15	4.39	0.52	0.10	27.58	0.54	0.40	0.25
May 1/21	19.13	1.91	1.55	0.20	0.15	4.69	0.52	0.10	28.25	0.54	0.40	0.25

<b>Local 837 – Entry Level 4 Labourer (2401 - 4000 hours): 80% of Group 1 Labourer</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	19.06	1.91	1.55	0.20	0.15	3.98	0.52	0.10	27.47	0.54	0.40	0.20
May 1/19	19.42	1.94	1.55	0.20	0.15	4.30	0.52	0.10	28.18	0.54	0.40	0.25
May 1/20	19.78	1.98	1.55	0.20	0.15	4.62	0.52	0.10	28.90	0.54	0.40	0.25
May 1/21	20.14	2.01	1.55	0.20	0.15	4.94	0.52	0.10	29.61	0.54	0.40	0.25

<b>Local 837 - Group 1: Labourers</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	23.82	2.38	1.55	0.20	0.15	4.97	0.52	0.10	33.69	0.54	0.40	0.20
May 1/19	24.27	2.43	1.65	0.20	0.15	5.37	0.52	0.10	34.69	0.54	0.40	0.25
May 1/20	24.73	2.47	1.75	0.20	0.15	5.77	0.52	0.10	35.69	0.54	0.40	0.25
May 1/21	25.18	2.52	1.85	0.20	0.15	6.17	0.52	0.10	36.69	0.54	0.40	0.25

<b>Local 837 - Group 2: Powderman Helper</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	23.89	2.39	1.55	0.20	0.15	4.97	0.52	0.10	33.77	0.54	0.40	0.20
May 1/19	24.35	2.43	1.65	0.20	0.15	5.37	0.52	0.10	34.77	0.54	0.40	0.25
May 1/20	24.80	2.48	1.75	0.20	0.15	5.77	0.52	0.10	35.77	0.54	0.40	0.25
May 1/21	25.25	2.53	1.85	0.20	0.15	6.17	0.52	0.10	36.77	0.54	0.40	0.25

<b>Local 837 - Group 3: Labourers (semi-skilled); Form strippers; scootcrete and calf dozer; driver; portable compressor; small mixer and pump man (4" discharge and under); groutman; mortar man; storeman and lumber yard attendant; farm tractor driver</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	23.92	2.39	1.55	0.20	0.15	4.97	0.52	0.10	33.80	0.54	0.40	0.20
May 1/19	24.37	2.44	1.65	0.20	0.15	5.37	0.52	0.10	34.80	0.54	0.40	0.25
May 1/20	24.83	2.48	1.75	0.20	0.15	5.77	0.52	0.10	35.80	0.54	0.40	0.25
May 1/21	25.28	2.53	1.85	0.20	0.15	6.17	0.52	0.10	36.80	0.54	0.40	0.25

<b>Local 837 - Group 4: Labourers (skilled – Group No. 1); Pipelayers &amp; conduit layers (all types &amp; materials); jack hammer operator; air auger man; form setters; concrete finishers</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/ OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	23.97	2.40	1.55	0.20	0.15	4.97	0.52	0.10	33.86	0.54	0.40	0.20
May 1/19	24.43	2.44	1.65	0.20	0.15	5.37	0.52	0.10	34.86	0.54	0.40	0.25
May 1/20	24.88	2.49	1.75	0.20	0.15	5.77	0.52	0.10	35.86	0.54	0.40	0.25
May 1/21	25.34	2.53	1.85	0.20	0.15	6.17	0.52	0.10	36.86	0.54	0.40	0.25

Local 837 - Niagara – Board Area 5 (Continued)

<b>Local 837 - Group 5: Labourers (skilled – Group No. 2); Drillers (all types); wagon drills, etc.; powderman; truck driver</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	24.02	2.40	1.55	0.20	0.15	4.97	0.52	0.10	33.91	0.54	0.40	0.20
May 1/19	24.47	2.45	1.65	0.20	0.15	5.37	0.52	0.10	34.91	0.54	0.40	0.25
May 1/20	24.93	2.49	1.75	0.20	0.15	5.77	0.52	0.10	35.91	0.54	0.40	0.25
May 1/21	25.38	2.54	1.85	0.20	0.15	6.17	0.52	0.10	36.91	0.54	0.40	0.25

<b>Local 837 - Group 6: Labourers (skilled Group No. 3); Carpenters; linemen; float driver; hydraulic drillers</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	24.32	2.43	1.55	0.20	0.15	4.97	0.52	0.10	34.24	0.54	0.40	0.20
May 1/19	24.77	2.48	1.65	0.20	0.15	5.37	0.52	0.10	35.24	0.54	0.40	0.25
May 1/20	25.23	2.52	1.75	0.20	0.15	5.77	0.52	0.10	36.24	0.54	0.40	0.25
May 1/21	25.68	2.57	1.85	0.20	0.15	6.17	0.52	0.10	37.24	0.54	0.40	0.25

<b>Local 837 - Group 7: Labourers (skilled Group No. 4); Electricians; tunnel workers where tunnel is in excess of sixteen feet (16') in length, excluding shallow tree tunnels</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	24.32	2.30	1.55	0.20	0.15	4.97	0.52	0.10	34.24	0.54	0.40	0.20
May 1/19	24.77	2.48	1.65	0.20	0.15	5.17	0.52	0.10	35.24	0.54	0.40	0.25
May 1/20	25.23	2.52	1.75	0.20	0.15	5.77	0.52	0.10	36.24	0.54	0.40	0.25
May 1/21	25.68	2.57	1.85	0.20	0.15	6.17	0.52	0.10	37.24	0.54	0.40	0.25

<b>Local 837 - Group 8: Working Foreman</b>												
Effective Date	Hourly Rate	10% Vac. Pay	Welfare Benefit	Legal Fund	Schol. Fund	Pension	Train. Fund	Tri-Fund/OHC	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Apr 30/19	25.35	2.54	1.55	0.20	0.15	4.97	0.52	0.10	35.38	0.54	0.40	0.20
May 1/19	25.81	2.58	1.65	0.20	0.15	5.17	0.52	0.10	36.38	0.54	0.40	0.25
May 1/20	26.26	2.63	1.75	0.20	0.15	5.77	0.52	0.10	37.38	0.54	0.40	0.25
May 1/21	26.72	2.67	1.85	0.20	0.15	6.17	0.52	0.10	38.38	0.54	0.40	0.25

**2.01** A Letter of Understanding between the parties states that for all Fibre Optic Cabling to the Home (FTTH) in OLRB Area 26 (Hamilton) and OLRB Area 5 (Niagara) the rates of pay and contribution rates work shall be those in Article 2 (Niagara) above.

Furthermore, for all Fibre Optic Cabling to the Home (FTTH) work, the regular hours of work shall be fifty (50) hours per week, Monday to Friday inclusive. All time worked after fifty (50) hours per week or after ten (10) hours per day shall be deemed overtime work or shift work and shall be paid at time and one-half (1½) the regular shift rate, save and except shift work.

**Note:**

*The Letter of Understanding for Fibre Optic Cabling to the Home (FTTH) should not be included. The above two paragraphs are sufficient. Also, Local 837 and UCA subsequently agreed there would not be a one time premium for the Float Driver of fifty cents (\$0.50) per hour above group 1 hourly rate.*

**ARTICLE 3 – WAGE RATES AND CLASSIFICATIONS**

**3.01 All work in Cambridge (Waterloo, Brant & Norfolk – Board Areas 4 and 6) except telecommunications work.**

<b>Group 1: Labourers; powderman helper; form stripper; scootcrete and calf dozer; driver; portable compressors; small mixer and pump man (4" discharge and under); groutman; mortar man; pipelayers and conduit layers (all types of materials); jack hammer operator; air auger man; concrete finisher; drillers (all types); wagon drills, etc.; truck driver; mini-excavator</b>										
Effective Date	Hourly Rate	10%Vac. Pay	Welfare Benefit	Pens.	Training	Tri-Fund	Total Pkg	Work Dues	OPDC Dues	Ind. Fund
Apr 30/19	28.69	2.87	2.85	4.80	0.20	0.05	39.46	3%	0.40	0.20
May 1/19	29.18	2.92	2.85	5.20	0.30	0.05	40.50	3%	0.40	0.25
May 1/20	29.63	2.47	2.85	5.60	0.30	0.05	41.39	3%	0.40	0.25
May 1/21	30.07	2.52	2.85	6.00	0.30	0.05	42.28	3%	0.40	0.25
<b>Group 2: Formsetter/Carpenter; linemen; float driver; hydraulic drillers; directional boring; hydrovac unit</b>										
Premium: One dollar (\$1.00) per hour above Group 1 Hourly Wage Rate										
<b>Group 3: Working Foreman</b>										
Premium: Two dollars (\$2.00) per hour above Group 1 Hourly Wage Rate										

### 3.02 All Fibre to the Home (FTTH) work in Cambridge (Waterloo, Brant & Norfolk – Board Areas 4 and 6)

<b>Group 1: Labourers; Mini-excavator</b>										
Effective Date	Hourly Rate	10%Vac. Pay	Welfare Benefit	Pens.	Training	Tri-Fund	Total Pkg	Work Dues	OPDC Dues	Ind. Fund
Apr 30/19	24.55	2.46	2.55	5.30	0.65	0.05	35.56	3%	0.40	0.20
May 1/19	25.04	2.50	2.65	5.60	0.65	0.05	36.49	3%	0.40	0.25
May 1/20	25.38	2.54	2.75	5.90	0.65	0.05	37.27	3%	0.40	0.25
May 1/21	25.82	2.58	2.85	6.10	0.65	0.05	38.05	3%	0.40	0.25
<b>Group 2: Splicer; Driller; Hydrovac unit</b>										
Premium: One dollar (\$1.00) per hour above Group 1 Hourly Wage Rate										
<b>Group 3: Working Foreman</b>										
Premium: Two dollars (\$2.00) per hour above Group 1 Hourly Wage Rate										

## ARTICLE 4 – HOURS OF WORK AND OVERTIME

4.01 For Articles 1 and 2 above, regular hours work shall be forty-eight (48) hours per week, Monday to Friday inclusive. All time worked after forty-eight (48) hours per week or after ten (10) hours per day shall be deemed overtime work or shift work and shall be paid at time and one-half (1 1/2) the regular shift rate, save and except shift work.

4.02 Any shift commencing and having the majority of its hours between the hours of 6:00 p.m. and 6:00 a.m. shall be considered a night shift and shall be paid at one and one-eighth (1 1/8x) times the regular day shift rate.

## **ARTICLE 5 – TRAVEL ALLOWANCE**

5.01 Employees traveling to jobs throughout the Province of Ontario and who are required to use their own automobile outside of Board Areas 5 and 26 shall be paid an allowance of fifty-five cents (\$0.55) per kilometer each way from the Employer's yard or base of operations or the distant travel provisions of Article 20.03 of the Master Portion of this Agreement at the Employer's discretion.

## **ARTICLE 6 – FUNDS**

### **6.01 Legal Fund**

The Employer agrees to contribute to the Labourers' Local 837 Legal Services Trust Fund for each hour worked by each employee covered by this Agreement. Such contributions shall be paid to the Trustees of the Fund by the sixteenth (16th) day of the month, following the month such hours were worked and shall be accompanied by a remittance report for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

### **6.02 Scholarship Fund**

The Employer agrees to contribute to the Labourers' Local 837 Scholarship Trust Fund for each hour worked by each employee covered by this Agreement. Such contributions shall be paid to the Trustees of the Fund by the sixteenth (16th) day of the month, following the month such hours were worked and shall be accompanied by a remittance report for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

**APPENDIX 7  
LOCAL 1036 – SAULT STE. MARIE**

**ARTICLE 1 – WAGE RATES AND CLASSIFICATIONS**

All work except telecommunications work

<b>GROUP 1: LABOURERS</b>										
		10%								
EFFECTIVE	HOURLY	VAC. PAY	H & W	PENS.	TRAIN	TRI-	TOTAL	WD DED	OPDC	IND
DATE	RATE					FUND	PKG		DUES	FUND
1/5/2018	\$ 21.89	\$ 2.19	\$ 2.70	\$ 5.50	\$ 0.15	\$ 0.05	\$ 32.48	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2019	\$ 22.21	\$ 2.22	\$ 2.80	\$ 5.50	\$ 0.20	\$ 0.05	\$ 32.98	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2020	\$ 22.44	\$ 2.24	\$ 2.90	\$ 5.70	\$ 0.25	\$ 0.05	\$ 33.58	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2021	\$ 22.67	\$ 2.26	\$ 3.00	\$ 5.80	\$ 0.30	\$ 0.05	\$ 34.08	\$ 1.10	\$ 0.40	\$ 0.25

<b>GROUP 2: POWDERMAN HELPER</b>										
		10%								
EFFECTIVE	HOURLY	VAC. PAY	H & W	PENS.	TRAIN	TRI-	TOTAL	WD DED	OPDC	IND
DATE	RATE					FUND	PKG		DUES	FUND
1/5/2018	\$ 21.95	\$ 2.19	\$ 2.70	\$ 5.50	\$ 0.15	\$ 0.05	\$ 32.54	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2019	\$ 22.26	\$ 2.23	\$ 2.80	\$ 5.50	\$ 0.20	\$ 0.05	\$ 33.04	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2020	\$ 22.49	\$ 2.25	\$ 2.90	\$ 5.70	\$ 0.25	\$ 0.05	\$ 33.64	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2021	\$ 22.72	\$ 2.27	\$ 3.00	\$ 5.80	\$ 0.30	\$ 0.05	\$ 34.14	\$ 1.10	\$ 0.40	\$ 0.25

**GROUP 3: LABOURERS (SEMI-SKILLED); FORM STRIPPERS; SCOOTCRETE & CALF DOZER; DRIVER; PORTABLE COMPRESSORS; SMALL MIXER & PUMP MAN (4" DISCHARGE & UNDER); GROUTMAN; MORTAR MAN; STOREMAN & LUMBER YARD ATTENDANT; FARM TRACTOR DRIVER**

		10%								
EFFECTIVE	HOURLY	VAC. PAY	H & W	PENS.	TRAIN	TRI-	TOTAL	WD DED	OPDC	IND
DATE	RATE					FUND	PKG		DUES	FUND
1/5/2018	\$ 21.99	\$ 2.20	\$ 2.70	\$ 5.50	\$ 0.15	\$ 0.05	\$ 32.59	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2019	\$ 22.31	\$ 2.23	\$ 2.80	\$ 5.50	\$ 0.20	\$ 0.05	\$ 33.09	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2020	\$ 22.54	\$ 2.25	\$ 2.90	\$ 5.70	\$ 0.25	\$ 0.05	\$ 33.69	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2021	\$ 22.77	\$ 2.27	\$ 3.00	\$ 5.80	\$ 0.30	\$ 0.05	\$ 34.19	\$ 1.10	\$ 0.40	\$ 0.25

**GROUP 4: LABOURERS (SKILLED-GROUP NO. 1); PIPELAYERS & CONDUIT LAYERS (ALL TYPES & MATERIALS); JACK HAMMER OPERATOR; AIR AUGER MAN; FORM SETTERS; CONCRETE FINISHERS**

		10%								
EFFECTIVE	HOURLY	VAC. PAY	H & W	PENS.	TRAIN	TRI-	TOTAL	WD DED	OPDC	IND
DATE	RATE					FUND	PKG		DUES	FUND
1/5/2018	\$ 22.05	\$ 2.21	\$ 2.70	\$ 5.50	\$ 0.15	\$ 0.05	\$ 32.66	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2019	\$ 22.38	\$ 2.23	\$ 2.80	\$ 5.50	\$ 0.20	\$ 0.05	\$ 33.16	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2020	\$ 22.60	\$ 2.26	\$ 2.90	\$ 5.70	\$ 0.25	\$ 0.05	\$ 33.76	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2021	\$ 22.83	\$ 2.28	\$ 3.00	\$ 5.80	\$ 0.30	\$ 0.05	\$ 34.26	\$ 1.10	\$ 0.40	\$ 0.25

**GROUP 5: LABOURERS (SKILLED-GROUP NO. 2); DRILLERS (ALL TYPES); WAGON DRILLS, ETC.; POWDERMAN; TRUCK DRIVER**

		10%								
EFFECTIVE	HOURLY	VAC. PAY	H & W	PENS.	TRAIN	TRI-	TOTAL	WD DED	OPDC	IND
DATE	RATE					FUND	PKG		DUES	FUND
1/5/2018	\$ 22.09	\$ 2.21	\$ 2.70	\$ 5.50	\$ 0.15	\$ 0.05	\$ 32.70	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2019	\$ 22.41	\$ 2.24	\$ 2.80	\$ 5.50	\$ 0.20	\$ 0.05	\$ 33.20	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2020	\$ 22.64	\$ 2.26	\$ 2.90	\$ 5.70	\$ 0.25	\$ 0.05	\$ 33.80	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2021	\$ 22.87	\$ 2.28	\$ 3.00	\$ 5.80	\$ 0.30	\$ 0.05	\$ 34.30	\$ 1.10	\$ 0.40	\$ 0.25

**GROUP 6: LABOURERS (SKILLED-GROUP NO. 3); CARPENTERS; LINEMEN; FLOAT DRIVER; HYDRAULIC DRILLERS**

		10%								
EFFECTIVE	HOURLY	VAC. PAY	H & W	PENS.	TRAIN	TRI-	TOTAL	WD DED	OPDC	IND
DATE	RATE					FUND	PKG		DUES	FUND
1/5/2018	\$ 22.39	\$ 2.24	\$ 2.70	\$ 5.50	\$ 0.15	\$ 0.05	\$ 33.03	\$ 1.10	\$ 0.40	\$ 0.20
1/5/2019	\$ 22.71	\$ 2.27	\$ 2.80	\$ 5.50	\$ 0.20	\$ 0.05	\$ 33.53	\$ 1.10	\$ 0.40	\$ 0.20
1/5/2020	\$ 22.94	\$ 2.29	\$ 2.90	\$ 5.70	\$ 0.25	\$ 0.05	\$ 34.13	\$ 1.10	\$ 0.40	\$ 0.20
1/5/2021	\$ 23.17	\$ 2.31	\$ 3.00	\$ 5.80	\$ 0.30	\$ 0.05	\$ 34.63	\$ 1.10	\$ 0.40	\$ 0.20



## ARTICLE 2 – WAGE RATES AND CLASSIFICATIONS

All telecommunications work within the territorial jurisdiction of Local 1036

<b>GROUP 1: TELECOMMUNICATIONS SPECIALTY GROUPS: SPLICER;DIRECTIONAL DRILLER; VACUUM TRUCK DRIVER</b>										
		10%								
EFFECTIVE	HOURLY	VAC. PAY	H & W	PENS.	TRAIN	TRI-	TOTAL	WD DED	OPDC	IND
DATE	RATE					FUND	PKG		DUES	FUND
1/5/2019	\$ 25.16	\$ 2.51	\$ 2.70	\$ 1.40	\$ 0.15	\$ 0.05	\$ 31.97	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2020	\$ 25.25	\$ 2.52	\$ 2.70	\$ 1.90	\$ 0.15	\$ 0.05	\$ 32.57	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2021	\$ 25.52	\$ 2.55	\$ 2.80	\$ 2.00	\$ 0.15	\$ 0.05	\$ 33.07	\$ 1.10	\$ 0.40	\$ 0.25
<b>GROUP 2: TELECOMMUNICATIONS GENERAL LABOURER</b>										
		10%								
EFFECTIVE	HOURLY	VAC. PAY	H & W	PENS.	TRAIN	TRI-	TOTAL	WD DED	OPDC	IND
DATE	RATE					FUND	PKG		DUES	FUND
1/5/2019	\$ 19.89	\$ 1.99	\$ 2.70	\$ 1.40	\$ 0.15	\$ 0.05	\$ 26.18	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2020	\$ 19.99	\$ 1.99	\$ 2.70	\$ 1.90	\$ 0.15	\$ 0.05	\$ 26.78	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2021	\$ 20.26	\$ 2.02	\$ 2.80	\$ 2.00	\$ 0.15	\$ 0.05	\$ 27.28	\$ 1.10	\$ 0.40	\$ 0.25
<b>GROUP 3: TELECOMMUNICATIONS LABOURER TRAINEE</b>										
		10%								
EFFECTIVE	HOURLY	VAC. PAY	H & W	PENS.	TRAIN	TRI-	TOTAL	WD DED	OPDC	IND
DATE	RATE					FUND	PKG		DUES	FUND
1/5/2019	\$ 16.91	\$ 1.69	\$ 2.70	\$ 1.40	\$ 0.16	\$ 0.05	\$ 22.91	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2020	\$ 17.00	\$ 1.70	\$ 2.70	\$ 1.90	\$ 0.15	\$ 0.05	\$ 23.50	\$ 1.10	\$ 0.40	\$ 0.25
1/5/2021	\$ 17.27	\$ 1.73	\$ 2.80	\$ 2.00	\$ 0.15	\$ 0.05	\$ 24.00	\$ 1.10	\$ 0.40	\$ 0.25

**Note:** After 800 hours as a Telecommunications Labourer Trainee, the Trainee's rate will increase to the Telecommunications General Labourer rate.

### **ARTICLE 3 – HOURS OF WORK AND OVERTIME**

3.01 The regular hours of work shall be fifty (50) hours per week, Monday to Friday inclusive. All time worked after fifty (50) hours per week or after ten (10) hours per day shall be deemed overtime work or shift work and shall be paid at time and one-half (1½) the regular shift rate, save and except shift work.

3.02 All work commencing between 6:00 p.m. and 6:00 a.m. shall be paid at one and one-eighth (1 1/8x) times the regular day shift rate.

## APPENDIX 8 LOCAL 1059 – LONDON

### SCHEDULE 'A' - WAGE RATES COUNTIES OF MIDDLESEX, OXFORD AND ELGIN

The minimum basic wage rates for employees performing work covered by this agreement shall be in accordance with the following schedules of work classifications and wage rates. It is understood and agreed that the implementation of the following wage schedules shall not result in a reduction of the hourly rate of any present employee. Where an employee in a higher classification is directed by the Employer to perform work in a lower classification to a such employee will continue to receive the higher rate.

**Group 1: Labourers; Powderman Helper; Form Strippers; Scootcrete and Calf Portable Compressors; Small Mixer and Pump Man (4" discharge and under); Mortar Man; Pipelayers and Conduit Layers (all types and materials); Jack Air Auger Man; Concrete Finishers; Truck Driver; Mini-Excavator; Coaxial Splicer**

Effective Date	Union Admin	OPDC Admin	Hourly Wage Rate	Vacation Pay 10%	Pension	Welfare Benefits	Training	Tri Fund	Total Package	Ind. Fund
May 1/18	0.75	0.40	30.14	3.01	4.71	3.20	0.40	0.05	41.51	0.20
May1/19	0.75	0.40	30.95	3.10	4.71	3.20	0.50	0.05	42.51	0.25
May 1/20	0.75	0.40	31.77	3.18	4.71	3.20	0.60	0.05	43.51	0.25
May 1/21	0.75	0.40	32.59	3.26	4.71	3.30	0.60	0.05	44.51	0.25

**Group 2: Formsetter/Carpenter; Linemen; Float Driver; splicer; Hydrovac Unit**

Premium: One dollar (\$1.00) per hour above Group 1 Hourly Wage Rate

**Group 3: Drillers; Hyraulic Drillers; Directional Boring ; wagon drills; etc.**

Year One (1) \$1.25, Year Two (2) \$1.50, Year Three (3) \$1.75 above Group 1 Hourly Wage Rate

**Group 4: Working Foreman**

Premium: Two dollars (\$2.00) per hour above Group 1 Hourly Wage Rate

\$1.00/hr. worked - RRSP deduction

**SCHEDULE 'B' - WAGE RATES**  
**COUNTIES OF BRUCE, HURON, PERTH AND GREY**

**Group 1: Labourers; Powderman Helper; Form Strippers; Scootcrete and Calf Portable Compressors; Small Mixer and Pump Man (4" discharge and under); Mortar Man; Pipelayers and Conduit Layers (all types and materials); Jack Air Auger Man; Concrete Finishers; Truck Driver; Mini-Excavator; Coaxial Splicer**

Effective Date	Union Admin	OPDC Admin	Hourly Wage Rate	Vacation Pay 10%	Pension	Welfare Benefits	Training	Tri-Fund	Total Package	Ind. Fund
May 1/18	0.59	0.40	23.40	2.34	4.71	3.20	0.40	0.05	34.10	0.20
May 1/19	0.59	0.40	24.22	2.42	4.71	3.20	0.50	0.05	35.10	0.25
May 1/20	0.59	0.40	25.95	2.59	4.71	3.20	0.60	0.05	37.10	0.25
May 1/21	0.59	0.40	28.58	2.86	4.71	3.30	0.60	0.05	40.10	0.25

**Group 2: Formsetter/Carpenter; Linemen; Float Driver; hydraulic drillers; directional boring; splicer; Hydrovac Unit**

Premium: One dollar (\$1.00) per hour above Group 1 Hourly Wage Rate

**Group 3: Drillers; Hydraulic Drillers; Directional Boring Etc.**

Year One (1) \$1.25, Year Two (2) \$1.50, Year Three (3) \$1.75 above Group 1 Hourly Wage Rate

**Group 4: Working Foreman**

Premium: Two dollars (\$2.00) per hour above Group 1 Hourly Wage Rate

\$1.00/hr. worked - RRSP deduction

Employer contributions and employee deductions, which together with the hourly wage rates constitute the total wage package, are set out in the Local 1059 Schedule 'A' Appendix.

**SCHEDULE 'C' - WAGE RATES  
ELECTRICIAN**

<b>Group 1: Labourers; Electricians</b>										
Effective Date	Union Admin	OPDC Admin	Hourly Wage Rate	Vacation Pay (10%)	Pension	Welfare Benefits	Training	Tri-Fund	Total Package	Ind. Fund
May 1/19	0.85	0.40	35.00	3.50	4.71	3.20	0.50	0.05	46.96	0.25
May 1/20	0.85	0.40	35.82	3.58	4.71	3.20	0.60	0.05	47.96	0.25
May 1/21	0.85	0.40	36.64	3.66	4.71	3.30	0.60	0.05	48.96	0.25

**ARTICLE 1 – GENERAL**

1.01 If a conflict arises between the Master Portion and the Local 1059 Schedule then the Local 1059 Schedule shall supersede the Master Portion.

1.02 The Employer agrees to apply all the terms and conditions of this Collective Agreement to members of Local 1059 employed on projects outside of the geographical area of Board Area 3, unless Employer is bound to the entire area covered by the Collective Agreement.

## **ARTICLE 2 – UNION REPRESENTATION**

2.01 (a) Within Local 1059's jurisdiction it is agreed that a Union Steward may be appointed at the sole discretion of the Union. The Union Steward shall be one of the last two (2) employees retained by the Employer at the time of lay off, provided he/she is competent and capable of performing the remaining work. The Union Steward shall be one of the first three (3) employees rehired after lay off. It is also agreed that the Union will appoint only one (1) Steward per Employer.

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

## **ARTICLE 3 – SAFETY BOOTS**

3.01 For members of Local 1059, the Employer agrees to pay one hundred and forty dollars (\$140.00) towards the purchase of boots to its employees after four (4) months of employment. Reimbursement of safety boots is limited to one (1) per year.

## **ARTICLE 4 – HOURS OF WORK/OVERTIME AND REPORTING ALLOWANCE**

4.01 (i) The parties agree that the regular hours of work for the duration of the Agreement will be forty-eight (48) hours per week. Monday to Friday inclusive, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time worked after forty- eight (48) hours per week or after ten (10) hours per day, or before seven o'clock in the forenoon (7:00 a.m.) and six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime of shift work and shall be paid at time and one-half (1 1/2) the regular shift rate, save and except shift work.

(ii) All employees who are not advised on the day prior not to report for work and who report and are prevented from working by reason of inclement weather, shall receive two (2) hours pay. Employees shall remain for the two (2) hours on the job or at the assembly point to be eligible for this payment.

(iii) The parties agree that employees who are called by the Employer for emergency work shall be paid from the time they accept the emergency call until the time they return to employer's yard. All rates of pay shall be in accordance with Article 4.01(i).

## **ARTICLE 5 – MILEAGE**

5.01 For work more than twenty-five (25) km from London City Hall, the Employer will pay the employee who reports to work, mileage at the rate of fifty cents (\$0.50) per km to and from London City Hall to the jobsite.

## **ARTICLE 6 – TRANSPORTATION**

6.01 (i) When the Employer supplies transportation it shall be deemed suitable for passengers by the Ministry of Transportation and all equipment and all materials shall be secured and kept separate from employees.

(ii) An employee required to drive an Employer's vehicle, to and from jobsites, shall be paid for all such hours. Such person shall not be eligible for mileage as set out in Article 5, if such person is paid as set out above.

## **ARTICLE 7 – LODGING**

7.01 Where an employee who is normally employed by the Employer in the London area is required to work out of London and is unable to return home each night, he/she shall be provided suitable lodging by the Employer or be paid for each night, effective May 1st, 2013 one hundred dollars (\$100.00) per day. The employee shall be paid fifteen dollars(\$15.00) additional mileage payment on the last day worked out of town for reporting to work, and an additional fifteen dollars (\$15.00) mileage payment provided the employee has worked four(4) or more hours on the last (departure) day. One mileage payment in accordance with article 5 shall cover both the initial travel to the project and return travel on the last day from the project.

## **ARTICLE 8 – TRAINING PROGRAMS**

8.01 Regular and new employees, shall be required to obtain the following certificates within four (4) months from date of employment:

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

- Quick Cut/Chain Saw
- Fire Extinguisher
- Working at Heights (WAH)
- Propane and Ground disturbance

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

Any safety courses not listed above that are provided by the Local 1059 Training Trust Fund, shall be offered to the members of Local 1059 upon the request of the Employer upon the availability of the classes.

## **ARTICLE 9 – WORK ZONES**

- 9.01
- a) Zone A - twenty-five (25) km radius from London City Hall
  - b) Zone B - twenty-five (25) km to sixty (60) km from London City Hall
  - c) Zone C - sixty (60) km to one hundred and twenty (120) km from London City Hall
  - d) Zone D - one hundred and twenty (120) km to one hundred and fifty (150) km to from London City Hall.
  - e) Zone E - over one hundred and fifty (150) km from London City Hall.
- 9.02 Notwithstanding Article 5, mileage shall be capped for each zone set out above as follows:
- a) Zone A - No mileage paid
  - b) Zone B – Twenty dollars (\$20.00) per day
  - c) Zone C - Twenty- eight dollars (\$28.00) per day
  - d) Zone D – Forty-one dollars (\$41.00) per day
  - e) Zone E - Fifty-four dollars (\$54.00) per day
- f) The board allowance considered lodging, shall be paid for all daily trips to projects north of Highway 26 or east of Highway 400, when traveling from London and area and returning the same day.



## **ARTICLE 10 – EMPLOYER REMITTANCES**

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

The Employer agrees to contribute the sum as outlined in Schedule “A” per hour for the welfare and group legal respectively to the jointly and equally trustee Labourers’ Local 1059 Benefit Trust Fund on its own behalf and on behalf of the Local 1059 Group Legal Trust, for each hour worked by the employees of the Employer, or designated alternative by the Local Union with thirty (30) days written notice. The parties acknowledge that these contributions are made to the Labourers’ Local 1059 Benefit Trust which administers the contributions to the Labourers’ Local 1059 Group Legal Trust.

## **ARTICLE 11 – APPRENTICESHIP PROGRAMS**

11.01 The Apprenticeship Programs, including any plan and amendments thereto agreed to by the Utility Local Apprenticeship Committee shall be incorporated in their entirety into and form part of this Agreement, as an original party thereto.

11.02 An Apprentice that has had his/her contract apprenticeship cancelled by the Local Apprenticeship Committee (LAC) and upon written notice of same by the Local Union, the Employer shall immediately discharge from employment that employee/apprentice.


**LETTER OF UNDERSTANDING  
BETWEEN:  
THE UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO  
- and -  
LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 1059**

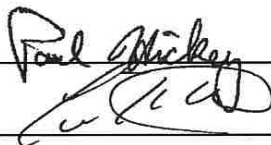
- b) The Parties recognize that to be part of the Construction Craft Worker (CCW) Apprenticeship, an apprentice must be able to complete the CCW log books, attend in-school training, and write and pass the MTCU CCW exam.
- c) Therefore, a dacum must be conducted to ascertain the utility skills required and to work with overlap skills of the CCW Scope of Practice so that the on-the-job and in-school training is clearly set out for utility workers.
- d) The Parties agree to strike a Utility LAC to facilitate the work needed to implement a proper apprenticeship tied in with the CCW Apprenticeship.
- e) When support from the UCA finalizes (b) and (c) above, Local 1059 agrees to provide, and signatory employers agree to hire (coordinated by UCA), ten (10) apprentices on June 15, 2017. No other employee shall receive a reduction in work when such individuals are hired.

Dated this day of February, 2017

**The Utility Contractors' Association**

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

  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX 9  
LOCAL 1089 – SARNIA**

**SCHEDULE “A – WAGE RATES AND CLASSIFICATIONS**

County of Lambton

<b>Local 1089 – Group 1: Labourers, Powderman Helper (semi-skilled); form strippers; scoot Crete and calf dozer; driver; portable compressors; small mixer and pump man (4<sup>th</sup> discharge and under); grout man; mortar man; store man and lumber yard attendant; farm tractor driver; powder man; hydraulic drillers, skilled Labourers; pipelayers and conduit layers (all types and materials); jack hammer operator; air auger man; concrete finishers; tunnel workers where tunnel is in excess of sixteen feet (16') in length, excluding shallow tree tunnels</b>										
Effective Date	Hourly Rate	Vacation Pay	Welfare Benefit	Pension	Training Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05-1-19	26.10	2.61	2.65	5.50	0.60	0.05	37.51	1.13	0.40	0.20
05-1-20	27.60	2.76	2.75	5.70	0.60	0.05	39.46	1.18	0.40	0.25
05-1-21	29.19	2.92	2.85	5.80	0.60	0.05	41.41	1.24	0.40	0.25
<b>Local 1089 - Group 2: Formsetter / Carpenter ; Lineman ; Float Driver ; Directional Boring ; Electrician ;</b> Premium : One Dollar (\$1.00) per hour above Group 1 Hourly Wage Rate										
<b>Local 1089 - Group 3 : Working Foreman</b> Premium : Two Dollars (\$2.00) per hour above Group 1 Hourly Wage Rate										

**ARTICLE 1 – HOURS OF WORK AND OVERTIME**

1.01 The regular hours work shall be forty-eight (48) hours per week, Monday to Friday inclusive, between the hours of seven o'clock in the forenoon (7:00 a.m.) to six o'clock in the afternoon (6:00 p.m.) daily. All time worked after forty-eight (48) hours per week or after ten (10) hours per day, or before seven o'clock in the forenoon (7:00 a.m.) and after six o'clock in the afternoon (6:00 p.m.) shall be deemed overtime work or shift work and shall be paid at time and one-half (1 1/2) the regular shift rate, save and except shift work

## **APPENDIX 10**

### **COLLECTIVE AGREEMENTS**

1. “The Sewer and Watermain Agreement” being a collective agreement between the Metropolitan Toronto Sewer and Watermain Contractors’ Association and the Union.
2. “The Roads Agreement” being a collective agreement between the Toronto and Area Road Builders’ Association and the Union.
3. “The Forming Agreement” being a collective agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
4. “The House Basements Agreement” being a collective agreement between the Residential Low-Rise Forming Contractors’ Association of Metropolitan Toronto and Vicinity and the Union.
5. “The Apartment Builders Agreement” being a collective agreement between the Metropolitan Toronto Apartment Builders’ Association and the Union.
6. “The House Builders Agreement” being a collective agreement between the Toronto Residential Construction Labour Bureau and the Union.
7. “The Concrete and Drain Agreement” being a collective agreement between the Ontario Concrete and Drain Contractors’ Association and the Union.
8. “The Heavy Construction Agreement” being a collective agreement between the Heavy Construction Association of Toronto and the Union.
9. “The Carpentry Agreement” being a collective agreement between The Residential Framing Contractors Association of Metropolitan Toronto and Vicinity Inc. and Labourers’ International Union of North America, Local 183.

10. “The Landscaping Agreement” being a collective agreement between the Landscaping Contractors in Ontario Labour Relations Board Area No.8 and 18 and Labourers’ International Union of North America, Local 183.
11. “The Agreement Covering Building Restorations and Associated Work” being a collective agreement between the Building Restorations and Associated Work Contractors’ Association in Ontario Labour Relations Board Area No.8 and Labourers’ International Union of North America, Local 183.
12. “The Bricklaying and Masonry Residential Sector Agreement” being a collective agreement between various independent Bricklaying and Masonry contractors and Labourers’ International Union of North America, Local 183.
13. “The Marble, Tile, Terrazzo & Cement Masons Agreement” being a collective agreement between various independent Marble, Tile, Terrazzo and Cement Masonry contractors and Labourers’ International Union of North America, Local 183.
14. “The Residential Plumbing Agreement” being a collective agreement between various independent Plumbing contractors and Labourers’ International Union of North America, Local 183.
15. “The Fencing Agreement” being a collective agreement between various independent Fencing contractors and Labourers’ International Union of North America, Local 183.
16. “The Trim Carpentry Agreement” being a collective agreement between independent Trim Carpentry contractors and Labourers’ International Union of North America.
17. “The Residential Roofing Agreement” being a collective agreement between independent residential Roofing contractors and Labourers’ International Union of North America.
18. “The Pipeline Agreements of Canada” being collective agreements between the Pipe Line Contractors Association of Canada and Labourers’ International Union of North America, Ontario Provincial District Council and the affiliated Local Unions.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

**THE UTILITY CONTRACTOR'S ASSOCIATION OF ONTARIO  
INCORPORATED, ON BEHALF OF ITS MEMBER COMPANIES  
ENGAGED IN POWER, ENERGY AND COMMUNICATION  
CONSTRUCTION, MAINTENANCE SIMILAR WORK  
THROUGHOUT THE PROVINCE OF ONTARIO**

(hereinafter referred to as the "Employer")

- and -

**Labourers' International Union of North America, Ontario  
Provincial District Council and its affiliated Local Unions, 183,  
493, 527, 607, 625, 837, 1036, 1059 and 1089**

(hereinafter referred to as the "Union")

**New or Existing Entities**

The Employer hereby confirms that it is not carrying on associated or related activities or businesses, by or through more than one corporation, individual, firm, syndicate or other entity or association or any combination thereof, under common control or direction that is not signatory to this Collective Agreement. For the purposes of this Article, "activities" include any activities contemplated by the Purpose and Intent, Recognition and/or Scope clauses of this Collective Agreement.

The Parties further agree that all provisions of Sections 1(4) and 69 of the Ontario Labour Relations Act (as they exist on the date of signing) are hereby incorporated into and form part of this Collective Agreement, with such modifications as may be necessary for an arbitrator with jurisdiction arising out of this Collective Agreement and/or the Expedited Arbitration System and/or the Ontario Labour Relations Act, to have all of the powers that the Board would otherwise have under the provisions of the Act.

***Dated this 23rd day of December, 2002.***

***The Utility Contractors  
Association of Ontario  
Incorporated on behalf  
of its member companies***

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



