

## **DEMOLITION AGREEMENT**



BETWEEN

**ONTARIO ASSOCIATION OF DEMOLITION  
CONTRACTORS INC.**

(hereinafter referred to as the "Association")  
OF THE FIRST PART

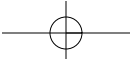
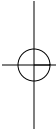
- AND -

**THE LABOURERS' INTERNATIONAL UNION OF NORTH  
AMERICA, AND THE LABOURERS' INTERNATIONAL UNION  
OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT  
COUNCIL, on behalf of its affiliated Local  
Unions, 183, 247, 493, 506, 527, 607, 625,  
837, 1036, 1059, 1081 and 1089**

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



Effective May 1, 2010 to April 30, 2013



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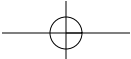
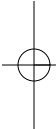
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## TABLE OF CONTENTS

<b>DEMOLITION AGREEMENT</b> .....	9
ARTICLE 1 - RECOGNITION.....	10
ARTICLE 2 - SCOPE.....	11
ARTICLE 3 - MANAGEMENT RIGHTS.....	12
ARTICLE 4 - UNION DUES AND CHECK-OFF.....	13
ARTICLE 5 - UNION SECURITY.....	14
ARTICLE 6 - HIRING OF EMPLOYEES.....	15
ARTICLE 7 - NO STRIKE OR LOCKOUT.....	16
ARTICLE 8 - WAGE RATES AND OTHER CONDITIONS.....	17
ARTICLE 9 - JURISDICTIONAL DISPUTES.....	17
ARTICLE 10 - RECOGNIZED HOLIDAYS AND VACATIONS.....	17
ARTICLE 11 - HOURS OF WORK.....	19
ARTICLE 12 - PAYMENT OF WAGES.....	20
ARTICLE 13 - GOVERNMENT LEGISLATION AND CONFLICTS.....	23
ARTICLE 14 - REFRESHMENT AND LUNCH BREAK.....	24
ARTICLE 15 - PRE-JOB CONFERENCE.....	24
ARTICLE 16 - MOBILITY OF KEY MEN.....	25
ARTICLE 17 - COMPLAINTS AND GRIEVANCES.....	26
ARTICLE 18 - ARBITRATION.....	27
ARTICLE 19 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES.....	28
ARTICLE 20 - PROTECTIVE CLOTHING.....	28
ARTICLE 21 - UNION REPRESENTATION.....	29
ARTICLE 22 - SAFETY, SANITATION AND SHELTER.....	31
ARTICLE 23 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT.....	33
ARTICLE 24 - WELFARE, PENSION & TRI-FUND.....	33
ARTICLE 25 - LABOURERS' UNION ADMINISTRATION FUND DEDUCTIONS AND CONTRIBUTIONS.....	38
ARTICLE 26 - SUB-CONTRACTING.....	39

## TABLE OF CONTENTS

ARTICLE 27 - CO-OPERATION.....	39
ARTICLE 28 - LOCAL APPENDIX EXEMPTIONS OR AMENDMENTS.....	39
ARTICLE 29 - EMPLOYMENT EQUITY.....	40
ARTICLE 30 - APPRENTICESHIP TRAINING.....	41
ARTICLE 31 - DURATION.....	41
<b>ADDRESSES AND GEOGRAPHIC JURISDICTIONS.....</b>	<b>43</b>
<b>TRUST FUND CONTRIBUTION INFORMATION.....</b>	<b>48</b>
<b>ASBESTOS ABATEMENT REMEDIATION/CONTAMINATED</b>	
<b>SOILS AND INTERIOR DEMOLITION APPENDIX.....</b>	<b>53</b>
ARTICLE 1 - APPLICABILITY.....	53
ARTICLE 2 - HOURS OF WORK.....	54
ARTICLE 3 - WORKERS CATEGORIES.....	55
ARTICLE 4 - SUPPLY OF LABOUR.....	57
ARTICLE 5 - RATES OF PAY AND BENEFITS.....	58
<b>LOCAL UNION SCHEDULE FOR 183.....</b>	<b>59</b>
ARTICLE 1 - ROOM AND BOARD ALLOWANCE.....	59
ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE.....	59
ARTICLE 3 - TRAVELLING IN A COMPANY VEHICLE.....	60
ARTICLE 4 - USE OF PERSONAL VEHICLES.....	60
ARTICLE 5 - OUT OF TOWN TRAVEL-(IN PROVINCE).....	61
ARTICLE 6 - ALL TRAVEL ZONES.....	62
ARTICLE 7 - TRAVEL HOURS AND PAY.....	62
ARTICLE 8 - WAGE SCHEDULES.....	63
<b>LOCAL UNION SCHEDULE FOR 247.....</b>	<b>67</b>
ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE.....	67
ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE.....	67
ARTICLE 3 - TRAVELLING IN A COMPANY VEHICLE.....	68
ARTICLE 4 - USE OF PERSONAL VEHICLES.....	68
ARTICLE 5 - OUT OF TOWN TRAVEL-(IN PROVINCE).....	69
ARTICLE 6 - ALL TRAVEL ZONES.....	70
ARTICLE 7 - TRAVEL HOURS AND PAY.....	70
ARTICLE 8 - WAGE SCHEDULES.....	71

<b>LOCAL UNION SCHEDULE FOR 493</b> .....	75
ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE.....	75
ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE .....	75
ARTICLE 3 - TRAVELLING IN A COMPANY VEHICLE.....	76
ARTICLE 4 - USE OF PERSONAL VEHICLES.....	76
ARTICLE 5 - OUT OF TOWN TRAVEL-(IN PROVINCE) .....	77
ARTICLE 6 - ALL TRAVEL ZONES .....	78
ARTICLE 7 - TRAVEL HOURS AND PAY.....	78
ARTICLE 8 - WAGE SCHEDULES .....	79
<b>LOCAL UNION SCHEDULE FOR 506</b> .....	81
ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE.....	81
ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE .....	81
ARTICLE 3 - TRAVELLING IN A COMPANY VEHICLE.....	82
ARTICLE 4 - USE OF PERSONAL VEHICLES.....	82
ARTICLE 5 - OUT OF TOWN TRAVEL-(IN PROVINCE) .....	83
ARTICLE 6 - ALL TRAVEL ZONES .....	84
ARTICLE 7 - TRAVEL HOURS AND PAY.....	84
ARTICLE 8 - RATIO OF WORKERS .....	84
ARTICLE 9 - WAGE SCHEDULES .....	85
<b>LOCAL UNION SCHEDULE FOR 527</b> .....	91
ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE.....	91
ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE .....	91
ARTICLE 3 - TRAVELLING IN A COMPANY VEHICLE.....	92
ARTICLE 4 - USE OF PERSONAL VEHICLES.....	92
ARTICLE 5 - OUT OF TOWN TRAVEL-(IN PROVINCE) .....	93
ARTICLE 6 - ALL TRAVEL ZONES .....	94
ARTICLE 7 - TRAVEL HOURS AND PAY.....	94
ARTICLE 8 - WAGE SCHEDULES .....	95
<b>LOCAL UNION SCHEDULE FOR 607</b> .....	99
ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE.....	99
ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE .....	99
ARTICLE 3 - TRAVELLING IN A COMPANY VEHICLE.....	100
ARTICLE 4 - USE OF PERSONAL VEHICLES.....	100

ARTICLE 5 - OUT OF TOWN TRAVEL-(IN PROVINCE) .....	101
ARTICLE 6 - ALL TRAVEL ZONES .....	102
ARTICLE 7 - TRAVEL HOURS AND PAY .....	102
ARTICLE 8 - RATIO OF WORKERS .....	103
ARTICLE 9 - APPRENTICESHIP RATES .....	103
ARTICLE 10 - WAGE SCHEDULES .....	104
<b>LOCAL UNION SCHEDULE FOR 625</b> .....	107
ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE .....	107
ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE .....	107
ARTICLE 3 - TRAVELLING IN A COMPANY VEHICLE .....	108
ARTICLE 4 - USE OF PERSONAL VEHICLES .....	108
ARTICLE 5 - OUT OF TOWN TRAVEL-(IN PROVINCE) .....	109
ARTICLE 6 - ALL TRAVEL ZONES .....	110
ARTICLE 7 - TRAVEL HOURS AND PAY .....	110
ARTICLE 8 - WAGE SCHEDULES .....	111
<b>LOCAL UNION SCHEDULE FOR 837</b> .....	113
ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE .....	113
ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE .....	113
ARTICLE 3 - TRAVELLING IN A COMPANY VEHICLE .....	114
ARTICLE 4 - USE OF PERSONAL VEHICLES .....	114
ARTICLE 5 - OUT OF TOWN TRAVEL-(IN PROVINCE) .....	115
ARTICLE 6 - ALL TRAVEL ZONES .....	116
ARTICLE 7 - TRAVEL HOURS AND PAY .....	116
ARTICLE 8 - RATIO OF WORKERS .....	116
ARTICLE 9 - WAGE SCHEDULES .....	117
<b>LOCAL UNION SCHEDULE FOR 1036</b> .....	121
ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE .....	121
ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE .....	121
ARTICLE 3 - TRAVELLING IN A COMPANY VEHICLE .....	122
ARTICLE 4 - USE OF PERSONAL VEHICLES .....	122
ARTICLE 5 - OUT OF TOWN TRAVEL-(IN PROVINCE) .....	123
ARTICLE 6 - ALL TRAVEL ZONES .....	124
ARTICLE 7 - TRAVEL HOURS AND PAY .....	124



ARTICLE 8 - EXEMPTIONS OR AMENDMENTS .....	125
ARTICLE 9 - WAGE SCHEDULES .....	126
<b>LOCAL UNION SCHEDULE FOR 1059</b> .....	129
ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE .....	129
ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE .....	129
ARTICLE 3 - TRAVELLING IN A COMPANY VEHICLE .....	130
ARTICLE 4 - USE OF PERSONAL VEHICLES .....	130
ARTICLE 5 - OUT OF TOWN TRAVEL-(IN PROVINCE) .....	131
ARTICLE 6 - ALL TRAVEL ZONES .....	132
ARTICLE 7 - TRAVEL HOURS AND PAY .....	132
ARTICLE 8 - WAGE SCHEDULES .....	133
<b>LOCAL UNION SCHEDULE FOR 1081</b> .....	135
ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE .....	135
ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE .....	135
ARTICLE 3 - TRAVELLING IN A COMPANY VEHICLE .....	136
ARTICLE 4 - USE OF PERSONAL VEHICLES .....	136
ARTICLE 5 - OUT OF TOWN TRAVEL-(IN PROVINCE) .....	137
ARTICLE 6 - ALL TRAVEL ZONES .....	138
ARTICLE 7 - TRAVEL HOURS AND PAY .....	138
ARTICLE 8 - WAGE SCHEDULES .....	139
<b>LOCAL UNION SCHEDULE FOR 1089</b> .....	141
ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE .....	141
ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE .....	141
ARTICLE 3 - TRAVELLING IN A COMPANY VEHICLE .....	142
ARTICLE 4 - USE OF PERSONAL VEHICLES .....	142
ARTICLE 5 - OUT OF TOWN TRAVEL-(IN PROVINCE) .....	143
ARTICLE 6 - ALL TRAVEL ZONES .....	144
ARTICLE 7 - TRAVEL HOURS AND PAY .....	144
ARTICLE 8 - WAGE SCHEDULES .....	145
ARTICLE 9 - INDUSTRIAL INPLANT PROJECTS.....	148

# NOTES

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## **DEMOLITION AGREEMENT**

THIS AGREEMENT shall become effective the **1st day of May 2010**.

### **B E T W E E N :**

#### **ONTARIO ASSOCIATION OF DEMOLITION CONTRACTORS INC.**

(hereinafter referred to as the "Association")

OF THE FIRST PART

- and -

#### **THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA AND THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL, on behalf of its affiliated Local Unions, 183, 247, 493, 506, 527, 607, 625, 837, 1036, 1059, 1081 and 1089**

(hereinafter referred to as the "Council")

OF THE SECOND PART

**WHEREAS** the Council and the Association are desirous of establishing a form of standard Province-Wide Collective Agreement with respect to certain employees of the Employers engaged in all phases of demolition and wrecking as defined in Articles 1 and 2 of this Collective Agreement and within the geographical area defined herein so as to provide uniform interpretation, application and administration of the relationship established;

**IT IS EXPRESSLY AGREED AND DECLARED** by and between the parties hereto as follows:

## **ARTICLE 1 - RECOGNITION**

1.01 The Association recognizes the Council as the sole and exclusive bargaining agent for all employees coming within the jurisdiction of this Agreement as defined in Article 2 of this Agreement, save and except non-working foremen and persons above the rank of non-working foreman, office and clerical staff, engineering staff, yard employees and watchmen; in the Province of Ontario.

1.02 The Council recognizes the Association as the bargaining agent for all Employers whose employees are represented by the Union, engaged in construction work as specified by Article 2 of this Agreement, within the Province of Ontario.

1.03 The Association recognizes the Council and its affiliated Local Unions to be the administrative party of this Collective Agreement, including the right to file grievances under Section 133 of the Ontario Labour Relations Act (c.232 as amended) for work performed within the geographical area and/or jurisdiction of the Local Unions.

1.04 The geographical area of this Agreement shall be the Province of Ontario.

1.05 The term "Union" as set out in this Agreement shall include, where the context requires, the Local Unions set out in Appendix 'D' here-to and in such cases, the Local Union shall be deemed to represent the Council.

## ARTICLE 2 - SCOPE

2.01 It is agreed that the following types of work fall within the jurisdiction of this Collective Agreement.

2.02 The Council undertakes and agrees that it has jurisdiction and its members will do and perform all work required to be performed by the Association in connection with the "wrecking industry", including wrecking, demolition, dismantling and salvage of any buildings, bridges, houses, fences, hoarding, platforms, loading docks and/or miscellaneous structures of all types, including asbestos and lead abatement the erection and removal of scaffolding, canopies, fences, hoarding, outriggers, platforms, chutes, barricades, asbestos decontamination enclosures, barriers and partitions, including all asbestos abatement work tools and associated equipment, in whole or in part, removal and handling of contaminated waste and hazardous waste including soils and all incidental work characteristics traditionally performed, and will do and perform all work of every nature whatsoever as required to completely and/or partially remove and transport any structures and all component, attached or included parts, materials and articles, and will do and make repairs and adjustments as required, and the Council undertakes and agrees that it will to these ends defend all its rights to do all this work in the event of any jurisdictional disputes and further agrees that, should any of this work be claimed by any other craft or Union, that this work will not cease in the event of a threatened strike or strikes called by crafts or Unions over the jurisdiction contained herein whether or not employed thereon.

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

Article 2.02 above.

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

### **ARTICLE 3 - MANAGEMENT RIGHTS**

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

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

(b) to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined or disciplinarily demoted without just cause shall be subject to the provisions of the grievance procedure;

(c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;

(d) it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

## **ARTICLE 4 - UNION DUES AND CHECK-OFF**

4.01 As a condition of employment, each Employer will deduct from the first (1st) pay of each employee, regular monthly Union Dues each calendar month. Each Employer will also deduct the Union initiation fee (where such fee is applicable), providing employees authorize such deduction. It is recognized that in deducting the said initiation fee, if permission is granted by the Local Union, employees may have this amount deducted in two (2) successive steps, and if so, the Employer may deduct the initiation fee in this manner, upon notification from the Union.

4.02 By the fifteenth (15th) day of the month following the month for which deductions were made for local union dues and/or initiation fees, the Employer will forward the amount deducted to a designated officer of the appropriate Local Union in whose jurisdiction the work is being performed, together with a list of the employees from whom deductions were made, together with their social insurance numbers.

4.03 Each Employer further agrees to remit all working dues on behalf of all his employees covered by this Collective Agreement in accordance with Article 25 hereof.

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

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

4.06 Each Employer bound by this Collective Agreement shall contribute twenty cents (\$0.20) per hour for each hour earned by each employee covered by this Collective Agreement, and shall remit such contributions to the

Ontario Association of Demolition Contractors Inc. at:  
P.O. Box 575  
Aurora, Ontario L4G 3L6

by the fifteenth (15th) day of the month following the month in which the hours were earned. These amounts represent each Employer's contribution to the costs of negotiating and administrating this Collective Agreement. The Council and its affiliated Local Unions agree to advise the Association in writing forthwith when a new Employer becomes bound to this Collective Agreement. The Council agrees to provide the Association with any Employer filings which show the number of hours for which each Employer performing demolition or related work made dues or benefit contributions.

## **ARTICLE 5 - UNION SECURITY**

5.01 Each Employer agrees to employ only members in good standing of the Local Union as provided for and specified in Article 1.03 for work covered by this Agreement, subject to the provisions of Article 6.01.

5.02 As a condition of continuing employment, all employees shall maintain in good standing their membership in the Local Union.

5.03 Each Employer acknowledges and agrees that the work covered by this Agreement is within the exclusive jurisdiction of the Council and its affiliated bargaining agents, notwithstanding the claims of any other Trade Union.

5.04 Each Employer agrees that notwithstanding the claims of any other



Trade Unions, it shall assign exclusively to members of the Union and its affiliated bargaining agents all of the work covered by this Agreement.

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

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

6.01 Each Employer agrees to call the Local Union office for his needed supply of qualified men within the geographical area defined in Article 1.03.

6.02 Should the Local Union find it impossible to supply the Employer with such personnel within thirty-six (36) hours, the Employer shall be free to employ workers from other sources, provided however, such workers are informed that as a condition of employment, that they apply for membership in the Union within seven (7) days or be terminated from employment. During this period, an employee shall be subject to all provisions of this Agreement. The Employer shall only assign individuals hired pursuant to this provision to perform the work of the classification for which they were hired for the duration of job or thirty (30) days whichever is less.

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

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

#### 6.04 (Applicable to Local 506 Area Only)

Where an Employer wishes to hire additional labourer(s) the Employer shall contact the Local Union to request the referral of such labourer(s). At the time of placing the request the Employer shall be entitled to name hire one-half (1/2) of the labourer(s) requested subject to the following conditions:

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

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

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

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

## **ARTICLE 7 - NO STRIKE OR LOCKOUT**

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

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

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

## **ARTICLE 9 - JURISDICTIONAL DISPUTES**

9.01 When a work claim dispute arises between the Local Union and/or Council which is a party to this Agreement, and any other Union, person or organization which cannot be settled to the satisfaction of all parties concerned, such dispute shall only be processed as a Complaint under Section 99 of the *Ontario Labour Relations Act*. In the meantime, work will continue as assigned to the Labourers by the Employer unless otherwise directed by the Ontario Labour Relations Board.

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

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

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

Remembrance Day shall not be a recognized holiday until such

time as it is included as a holiday in the Labourers' Provincial ICI Collective Agreement.

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

10.02 If any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately following the weekend. If such holiday falls on a Tuesday, Wednesday or Thursday, then the Employer may with the consent of the Local Union reschedule the holiday to a Monday or Friday. In such cases employees shall be given one (1) weeks notice of the change. Vacation pay shall include an amount in lieu of payment for holidays.

10.03 Accrued vacation and holiday pay shall be recorded on pay stubs and shall be paid to each employee covered by this Agreement in accordance with a Local Union Schedule, or every three months and on termination, to be paid no later than the first pay day of January, April, July and October. Vacation and holiday pay shall be paid by a separate cheque covering only vacation and holiday pay.

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

10.05. Each member shall be entitled to book off two (2) weeks holidays, without pay, per year. The Employee must provide no less than two (2) weeks' notice prior to taking their holidays.

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

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

(b) Regular Day Shift

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

### **SHIFT WORK**

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

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

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

(d) Work performed on Saturdays will be paid at one and one-half times (1 1/2x) the employees regular hourly rate for the first eight (8)

hours. Any work performed after eight (8) hours, including any work performed on Sunday shall be paid at double time (2x) the employees regular hourly rate. Work performed on Statutory Holidays shall be paid at double (2x) the regular day shift rate.

(e) When an employee(s) is required to change shifts, the Employer agrees to notify the employee(s) of such change thirty-six (36) hours in advance.

### **OVERTIME**

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

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

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

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

12.01 (a) All wages shall be paid weekly, cash, or by direct deposit (effective January 1, 2011) or cheque on the job at the option of the Employer and shall be accompanied by a slip outlining all hours of work, the hourly rate, overtime hours, deductions for income tax, employment insurance, pension, etc., where applicable. In the event that wages are paid by cheque, pay day shall be not later than Thursday of the following week. It is further agreed that an employee's pay slip will show the number of hours worked in each week. Payment for correction of errors in

wage payment exceeding one hundred dollars (\$100.00) shall be made by separate cheque.

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

(c) In the event that the Employees pay cheques are returned due to insufficient funds, The Employers right to issue uncertified cheques as a payment method for wages will be denied. The only method of payment for wages that will be accepted will be by direct deposit, certified cheque or cash.

(d) Due to the nature of most electronic or computerized payroll systems, it is understood that unforeseen technical problems do occur from time to time, which may delay delivery of payroll on the regular scheduled pay day. If this situation arises, the Employer shall give written notice to the Union and its Employees as soon as reasonably practical. Included in this notice will be the anticipated date that the Employer will make corrections to their pay. The penalty provisions contained in Article 12.01 (b) & (c) will be waived in this circumstance once proper notice has been given as noted above.

If it occurs more than twice in a calendar year (January 1 to December 31) 12.01 (b) & (c) will apply.

12.02 In the case of lay-off, all employees will be paid for their full shift on the day of the layoff, at the applicable hourly rate, regardless of whether they are sent home early.

12.03 Whenever employment insurance forms, vacation and statutory holiday pay credits and pay cheques are not given to employees at the time of termination, they shall be sent by the Employer affected to the employee by registered mail to his/hers last known address within two (2) working days of the time of termination provided that if the Employer defaults, the employees shall be paid waiting time at straight time rates not to exceed nine (9) hours in any day for each regular working day he is required to wait after giving notice to the Employer giving him four (4) hours to correct such default.

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

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

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

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

(b) The Employer shall give records of proof of training to the employees whom have completed any employer training.

12.07. Show up (Reporting) Pay: Four (4) hours pay, together with applicable travel and mileage allowances, if any, shall be allowed by the Employer when an employee who is covered by this Agreement reports to



work at the Employer's shop or job site, but work is not available due to any reason, other than inclement weather. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day.

12.08. Three (3) hours pay, together with applicable travel and mileage allowances, if any, shall be allowed by the Employer when an employee who is covered by this Agreement reports for work at the Employer's shop or job site, but work is not available due to inclement weather, provided the employee remains on the job for one (1) hour after his designated starting time, whenever requested by the superintendent or foreman. No reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day. However, if an employee commences work, he will be guaranteed a minimum of four (4) hours pay.

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

## **ARTICLE 13 - GOVERNMENT LEGISLATION AND CONFLICTS**

13.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable Federal or Provincial Law now existing or hereinafter enacted, it is agreed that such Law shall supersede the conflicting provision without in any way affecting the remainder of the Agreement. It is understood and specifically agreed that should any part of this Agreement be rendered invalid, the recognition and scope provisions of Articles 1 and 2 shall remain in full force and effect.

13.02 In the event of a conflict between the provisions of this Agreement and any other Agreement to which the Employer is a party, then the pro-

visions of this Agreement shall apply.

## **ARTICLE 14 - REFRESHMENT AND LUNCH BREAK**

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

14.02 Regular day shift employees shall be allowed one-half (1/2) hour lunch break near the mid-point of the shift. It is understood that no employee be required to work more than five (5) consecutive hours without a lunch break. Where an employee is required to work through his lunch break, he will be paid at the applicable overtime rate for the lunch period and will be allowed a one-half (1/2) hour later to eat his lunch.

14.03 Each employee shall be allowed a further fifteen (15) minute break to be taken prior to the start of any overtime work provided the anticipated overtime will be of two (2) hours' duration or more.

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

## **ARTICLE 15 - PRE-JOB CONFERENCE**

15.01 Where an Employer is awarded a contract within the geographical jurisdiction of a Local Union, the Employer agrees to notify the Ontario Provincial District Council and the Local Union having jurisdiction where the work is to be performed, except in the Local Union where the Employer's base of operations is located the Employer shall give the Union in writing their job location(s), nature of the work and probable starting date prior to commencement of such work. A Pre-Job Conference shall be held at the request of either.

15.02 It shall be the purpose of the Pre-Job Conference to agree to such

matters as employment requirements, mobility of, and the number of key men, experienced and capable Union members, probable duration of the job, and any other matters related to the job. At the said conference, once the manpower needs are agreed upon, the Employer agrees to notify the Local Union of their needs at least one week before the commencement of the job and the Local Union agrees to provide a list of members to be referred at least two (2) working days before the said job commences.

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

## **ARTICLE 16 - MOBILITY OF KEY MEN**

16.01 (a) For the purpose of this Agreement, the Employer's yard or basis of operations is designated as the point of origin for employees covered by this Agreement.

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

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

16.03 It is hereby agreed by and between the parties to this Collective Agreement that a request by an Employer for mobility of key men on the job shall be discussed at a job conference as defined in Article 15. Such request shall not be unreasonably denied. Truck drivers and equipment operators shall have no restrictions on their mobility. In addition to truck drivers and equipment operators, two general labourers per job who shall be considered key men, shall have no restrictions on their mobility. The Employer shall remit the regular monthly dues on behalf of such key men

and equipment operators and truck drivers to the Local Union to which the key men and equipment operators and truck drivers belong, and the Union agrees to save the Employer harmless from any and all claims which may be made against the Employer for amounts deducted and remitted as herein provided.

## **ARTICLE 17 - COMPLAINTS AND GRIEVANCES**

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

17.02 Grievances arising under this Agreement shall be adjusted and settled as follows. Within ten (10) days after the circumstances giving rise to the grievance occurred or originated (except in the case of a discharge grievance, which may be presented within five (5) working days), the grievance shall be presented to the Employer in writing and the parties shall meet within five (5) working days in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting, then the grievance may be submitted to a committee consisting of two (2) members of the Union and two (2) members of the Association at any time within five (5) days thereafter, and not later, and if a satisfactory settlement is not reached within five (5) days from this meeting, the grievance may be submitted to arbitration as provided for in Article 18.

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

17.04 Where discipline is being imposed upon an employee, he/she shall

have the right to the presence of a steward or union representative providing that the steward or representative is available.

## **ARTICLE 18 - ARBITRATION**

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

18.02 When either party requests that a grievance be submitted to arbitration, the party making the request shall do so in writing addressed to the other party and at the same time appoint an arbitrator. Within five (5) working days thereafter, the other party shall appoint an arbitrator. The two (2) arbitrators so appointed will meet at their earliest convenience and attempt to select, by agreement, a third (3rd) person who shall act as Chairman of the Arbitration Board. If they are unable to agree on a Chairman within five (5) days, they will then request the Minister of Labour of the Province of Ontario to appoint an impartial Chairman.

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

18.04 Each of the parties hereto will bear the expense of the arbitrator it appoints. The parties will jointly bear the expenses, if any, of the Chairman.

18.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, add to, modify or amend any part of the said Agreement or its schedules.

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

## **ARTICLE 19 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES**

19.01 It is understood that the Association, on its own behalf or on behalf of any of its members companies, may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee. Such grievances shall be processed in accordance with Article 17.02 of the grievance procedure set out above.

19.02 A Council and/or Local Union's grievance, which is defined as an alleged violation of this Agreement involving all or a substantial number of employees in the bargaining unit, in regard to which a substantial number of employees have signified an intention to grieve in writing or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward as a grievance of an employee, subject to the same time limits as in Article 17 and to be processed in accordance with the provisions of Article 17.02.

## **ARTICLE 20 - PROTECTIVE CLOTHING**

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

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

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

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

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

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

## **ARTICLE 21 - UNION REPRESENTATION**

21.01 (a) The Business Manager and/or Business Representative of the Local Union and/or Council shall have access to all jobs of each Employer during working hours, but in no case shall his visits unduly interfere with the progress of work. When visiting a job, he will first report to the Employer Superintendent or other supervisory personnel of the Employer in charge of the job.

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

21.02 (a) Each Employer agrees to recognize the right of the Union to select or otherwise appoint up to a maximum of two (2) stewards per company to assist employees in presenting any complaints or grievances they may have to representative of management. The Union shall be required to notify the Employer of names of stewards before they will be recognized. The steward shall be allowed a reasonable amount of time to deal

with Union business on the project. The stewards, provided they are capable of performing the regular work, shall be the last worker retained by the Employer.

(b) The Union may appoint a project steward in addition to these listed above when a project is expected to last six months and/or entails a crew of more than fifteen workers. The project steward shall be allowed a reasonable amount of time to deal with Union business on the project. The project steward, provided he/she is capable of performing the regular work, shall be the last employee retained by the Employer on the project.

#### Safety Representative

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

21.03 Where a job is performed within the geographical jurisdiction of a Local Union, which is outside the geographical jurisdiction of the Local Union having geographic jurisdiction over the Employer's point of origin, the Employer acknowledges the right of the Local Union where the work is performed to appoint a job steward for the duration of the project. The



Local Union shall be required to notify the job foreman of the name of the job steward before he will be recognized. The job steward shall be allowed a reasonable amount of time to deal with proper Union business directly connected with the project. The job steward shall be the last man retained by the Employer on such job provided he is capable of performing the regular work.

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

21.05 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.

## **ARTICLE 22 - SAFETY, SANITATION AND SHELTER**

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

22.02 In co-operation with each Employer's overall program of accident control and prevention, it is expected that an employee will report to the foreman or if the foreman is not available, to any person responsible for management of the site, for immediate corrective action, any unsafe conditions, unsafe acts or violation of the Occupational Health and Safety Act. The Employer shall not take any disciplinary action or discharge an employ-

ee making such a report to the foreman or other competent authority.

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

22.04 Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal protective equipment required in the normal course of his duties. This does not include special clothing which will be supplied by his Employer, at no cost to the employee, where an employee is required to work under abnormal conditions or involving dangerous, corrosive or toxic substances or during inclement weather as provided in Article 20.

22.05 The Employers shall, at their own expense, furnish to any workman injured in his employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.

21.06 An employee who is injured during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

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

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

22.09 The Union shall endeavour to dispatch workers who are current in WHMIS and FALL protection certification. In the event that a worker is dispatched that may not be current in WHMIS and FALL protection training, the Union will cooperate with the Employer to ensure that these Union workers will receive adequate WHMIS and FALL protection training, pro-

vided these training courses are available. The Union and the Employer agree to work in co-operation to facilitate any additional Health & Safety Training or Security Clearance that may be required.

## **ARTICLE 23 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT**

23.01 An employee injured in the performance of his duties may resume his regular work if he applies and if work is available, provided he first provides the Employer with a medical certificate from a duly qualified medical practitioner indicating he is fit to resume his regular work. The job of an injured worker shall be deemed to be available if upon his application to return, any work within his classification on any project under this Agreement is being performed by an employee who, subsequent to the time of the injury, was hired by the Employer or transferred or otherwise assigned to perform any work within the said classification on any project of the Employer covered by this Agreement. An employee who claims he has been denied employment contrary to this provision may have recourse to the grievance and arbitration procedures as set out in Articles 17 and 18 of the Agreement.

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

## **ARTICLE 24 - WELFARE, PENSION & TRI-FUND**

24.01 It is agreed that the established Local Unions' Employee Benefit Trusts shall continue and the Employer shall pay an amount so specified in the Local Union Schedules per hour earned by each employee covered by this Agreement. Such monies shall be entered on a form as designated by the Trustees from time to time and remitted directly to the said

Welfare Fund by the fifteenth (15th) day of the month following the month for which contributions are made.

24.02 The established Welfare Plans of Local Unions' members of Council shall be complied with as required herein, provided that the total payment of wages, vacation pay, welfare, pension and training shall be equal to the total provided herein, applicable to each Local Union and wages shall, if necessary, be adjusted to comply with this requirement.

24.03 It is agreed that the Employers shall pay into the established Labourers' Pension Fund of Central and Eastern Canada, the amount specified in the Local Union Schedules, per hour for each hour earned by each employee covered by this Agreement. Such contribution shall be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance form for each employee on a form prescribed by the Trustees of the Fund or such alternate form which is acceptable to the Trustees. Each monthly report and contribution shall include all obligations arising from hours earned up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

#### 24.04 Employer Remittances

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

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

24.06 In the event the Employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with Articles

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

24.07 With reasonable cause, the Trustees of a Trust Fund to which an Employer is obliged to contribute, may appoint an independent chartered accountant to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's payroll records, only with respect to Employer contributions to the required Employee Benefit Funds, or at the option of the Employer, he shall direct his chartered accountant to provide a Certified Audited Statement in reply to questions submitted by the Trustees in this regard.

24.08 All fees and costs in connection with the Trustee appointed auditors shall be borne by the applicable Trust Fund.

24.09 Where an Employer opts to direct his chartered accountant to provide a Certified Audited Statement, the cost of such audit shall be borne by the Employer.

24.10 (i) In the event that a grievance alleging that an Employer has failed to make the proper payments to any Trust Fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:

A statement signed by a business representative, a trustee or the administrator of the Trust Fund, shall be prima facie evidence of the number of hours worked by members of the Union, and of a failure to make the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the Employer.

(ii) If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to make applicable payments required by this Agreement, determines that an Employer has violated Articles 4 and 24, then the Ontario Labour Relations Board or the Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the grieving party in prosecuting the grievance including but not limited to, all arbitration and/or Ontario Labour Relations Board fees, legal fees and costs on a solicitor and client basis, travel, meal and accommodations, costs of all witnesses and business representatives, conduct money, costs incurred in serving a summons, any expenses incurred by the grieving party pursuant to section 133 or otherwise, for the Board of Arbitration and/or Ontario Labour Relations Board.

24.11 When a delinquent Employer commences business or undertakes a project in the area of a Local Union, the Local Union may require an Employer to post or secure a letter of credit to cover any past or potential delinquencies to Trust Funds or Administrators, or amounts owing for wages, as required by this Agreement. The maximum amount of the letter of credit shall be the amount the Employer would be expected to contribute for a four (4) month period.

#### 24.12 Prepaid Legal Services

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

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

#### 24.14 Local 625 Group RRSP

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

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

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

#### 24.16 Local 1059 Group RRSP

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

## **ARTICLE 25 - LABOURERS' UNION ADMINISTRATION FUND DEDUCTIONS AND CONTRIBUTIONS**

25.01 (a) The employer agrees to deduct from each employee covered by the terms of this Agreement, Local Union working dues at the rate specified in Appendix A per hour worked and to remit same to the Secretary Treasurer of the applicable Local Union having jurisdiction where the work is being performed. The Council undertakes to hold harmless and agrees to indemnify the Employer, its successors, administrators and assigns against any liability incurred by each or all of them by reason of their having made payments into the Labourers' Administrative Fund.

(b) The employer agrees to deduct from each employee covered by the terms of this Agreement Ontario Provincial District Council dues at the rate of thirty-five cents (\$0.35) per hour worked (which includes Ontario Construction Secretariat Fund) and to remit same directly to the Labourers' Pension Fund of Central and Eastern Canada, along with pension contributions.

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

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



any other article or section of this Agreement, this provision shall prevail.

25.03 The Council undertakes to hold harmless and agrees to indemnify the Employer, its successors, administrators and assigns against any liability incurred by each or all of them by reason of having made payments into the Labourers' Administrative Fund.

## **ARTICLE 26 - SUB-CONTRACTING**

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

## **ARTICLE 27 - CO-OPERATION**

27.01 If the Employer engages in construction work other than the work described in Article 2 of this Collective Agreement and such work comes within the scope of existing collective agreements established either by the Council and/or its affiliated Local Unions, then the Employer agrees to be bound by the rates and conditions within the collective agreement applicable for such work.

## **ARTICLE 28 - LOCAL APPENDIX EXEMPTIONS OR AMENDMENTS**

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

Memorandum results in lay-off of any members currently employed.

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

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

## **ARTICLE 29 - EMPLOYMENT EQUITY**

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

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

otherwise covered by an employee's existing benefit plan.

### 9.03 Gender Neutrality

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

## **ARTICLE 30 - APPRENTICESHIP TRAINING**

30.01 The Employers agree to contribute thirty cents (\$0.30) per hour worked into the Local 506 Training Fund to develop an Apprenticeship Programme for the Demolition Industry. The Apprenticeship Programme will be developed by the Apprenticeship Committee of the Ontario Provincial District Council which shall include, basic level training, skills development, criteria and testing, graduated wage rate for apprentices including ratios and a date for implementation. The Employer contribution will also be available to other Local Unions of the Council who wish to train workers for the Demolition Industry by using the Programme Curriculum criteria developed by the Apprenticeship Committee.

## **ARTICLE 31 - DURATION**

31.01 This Agreement shall become effective on the 1st day of May 2010, and shall continue to remain in effect until the 30th day of April 2013. Either party shall furnish the other with notice of termination, or proposed revision of this Agreement within a period of no more than one hundred and twenty days (120) and not less than thirty days (30) before its expiry.

SIGNED ON BEHALF OF THE PARTIES THIS 5th DAY OF MAY 2010.

For: Ontario Association of Demolition Contractors Inc.

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

*[Handwritten signature]*

*[Handwritten signature]*

*CHAD MORTON*  
(PRINT NAME)

*PATRICK LITTLE*  
(PRINT NAME)

*[Handwritten signature]*

*[Handwritten signature]*

*Robin Priestly*  
(PRINT NAME)

*Harold Smith*  
(PRINT NAME)

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\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
\_\_\_\_\_  
(PRINT NAME)

## ADDRESSES AND GEOGRAPHIC JURISDICTIONS

### **Ontario Association of Demolition Contractors Inc.**

P.O. Box 575

Aurora, Ontario L4G 3L6

Contact: Robin Priestly, Administer Director

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Email: robin@priestly.ca

Craig Moore, Executive Director

Phone: (647) 215-0775

Email: craig.moore@sympatico.ca

### **Labourers' International Union of North America,**

#### **Ontario Provincial District Council**

555 Burnhamthorpe Road, Suite 700 Phone: (416) 240-7254

Toronto, Ontario M9C 2Y3 Fax: (416) 240-7260

District Council Business Manager: Patrick Little,

President: Joseph Mancinelli,

Vice-President: Carmen Principato,

Secretary-Treasurer: Luigi Carrozzi,

Executive Board: Durval Terceira, Mike Ryan, Jim MacKinnon.

### **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

### **Universal Workers Union Local 183**

560 Dodge Street, P.O. Box 156 Phone: (905) 372-1183

Cobourg, Ontario K9A 4K5 Fax: (905) 372-7488

Business Manager: Durval Terceira

The Counties of Peterborough, Victoria and Haliburton, east part of

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

#### **Labourers' International Union of North America, Local 247**

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

Ontario Labour Relations Board Area No. 29, the Counties of Lennox, Addington, Frontenac and Leeds. Ontario Labour Relations Board Area No. 12, Prince Edward County and the Townships of Lake Tudor, Grimsthorpe, Marmora, Madoc, Elzevir, Rawson, Huntingdon, Hungerford, Sidney, Thurlow and Tyendinaga in the County of Hastings. Zone IV, all of the County of Hastings outside of Ontario Labour Relations Board No. Area 12.

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

392 Montague Avenue Phone: (705) 674-2515  
 Sudbury, Ontario P3C 4G5 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 506**

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

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

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

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

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

**Construction and Allied Workers Local Union 607**

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

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

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

2155 Fasan Drive Unit RR1 Phone: (519) 737-0373

Oldcastle, Ontario N0R 1L0 Fax: (519) 737-0380

Business Manager: Robert Petroni

The Counties of Essex and Chatham-Kent.

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

44 Hughson Street South Phone: (905) 529-1116

Hamilton, Ontario L8N 2A7 Fax (905) 529-2723

Business Manager: Manuel Bastos

Niagara Phone: (905) 227-1837

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

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

395 Korah Road Phone: (705) 942-1036

Sault Ste. Marie, Ontario P6C 4H5 Fax: (705) 942-1015

Business Manager: Wayne Scott

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

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

56 Firestone Blvd. Phone: (519) 455-8083

London, Ontario N5W 5L4 Fax: (519) 455-0712

Business Manager: Jim MacKinnon

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



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

812 Lawrence Street

Phone: (519) 653-3333

Cambridge, Ontario N3H 2N1

Fax: (519) 653-8086

Business Manager: Manuel Andrade

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

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

1255 Confederation Street

Phone: (519) 332-1089

Sarnia, Ontario N7S 4M7

Fax: (519) 332-6378

Business Manager: Mike Maitland

The County of Lambton.

## TRUST FUND CONTRIBUTION INFORMATION

### **Pension:**

For all Local Unions, make cheque payable to:

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

The Labourers' Pension Fund of Central and Eastern Canada  
P.O. Box 9002, Stn Main  
Oakville, Ontario L6J 0B9

### **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, Stn Main  
Oakville, Ontario L6J 0B9

### **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 247	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue Toronto, ON M3H 1V2	Tel: (416) 635-6000 Fax: (416) 635-6464
Local 247 GRSP	Local 247 GRSP Fund	c/o LIUNA Local 247 145 Dalton Ave., Suite 1 Kingston, ON K7K 6C2	Tel: (613) 542-5950 Fax: (613) 542-2781
Local 247 -Training	Local 247 Training and Rehabilitation Fund		
Local 493 Scholarship & Welfare	Labourers' Local 493 Welfare Trust Fund	Employee Benefit Plan Services 45 McIntosh Drive Markham, ON L3R 8C7	Tel: (905) 946-8655 Fax: (905) 946-2535
Organizing Fund	Labourers' Local 493	392 Montague Avenue Sudbury, ON P3C 4G5	Tel: 705-674-2515 Fax: 705-674-6728
Training Fund	Labourers' Local 493	392 Montague Avenue Sudbury, ON P3C 4G5	Tel: 705-674-2515 Fax: 705-674-6728
Local 506	Trustees of Labourers' Union Local 506 (Wreckers Division) Employee Benefit Trust	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue Toronto, ON M3H 1V2	Tel: (416) 635-6000 Fax: (416) 635-6464
Local 527	LIUNA Local 527 Benefit Funds	c/o LIUNA Local 527 6 Corvus Court Ottawa, ON K2E 7Z4	Tel: (613) 521-6565 Fax: (613) 521-6580
Local 607	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue Toronto, ON M3H 1V2	Tel: (416) 635-6000 Fax: (416) 635-6464
Local 607 - Training	Construction and Allied Workers Local Union 607 Training and Education Fund	c/o Construction and Allied Workers Local Union 607 730 Balmoral Street Thunder Bay, ON P7C 5V3	Tel: (807) 622-0607 Fax: (807) 622-0454

<b>Local Union:</b>	<b>Payable to:</b>	<b>Mail to:</b>	<b>Phone/Fax:</b>
Local 625	Trustees of the L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust	Global Benefits c/o The Royal Bank of Canada P.O. Box 9380, Station A Toronto, ON M5W 3M2	Tel: (416) 635-6000 Fax: (416) 635-6461
Local 625 - Training	Labourers' Local 625 Training Fund	c/o LIUNA Local 625 2155 Fasan Drive Unit RR1 Oldcastle, ON NOR 1L0	Tel: (519) 737-0373 Fax: (519) 737-0380
Local 625 GRRSP Organizing	Local 625 GRRSP Fund Organizing Fund		
Local 837	LIUNA Local 837 Welfare Fund	All remittances to:  c/o LIUNA Local 837 44 Hughson St. South, Hamilton, ON L8N 2A7	Tel: (905) 529-1116 Fax: (905) 529-2723
Local 837 - Training	Labourers' Local 837 Training Trust		
Local 837 - Vacation with Pay	Local 837 (Hamilton) Vacation Pay Trust Fund		
Local 1036	Labourers' Local 1036 Employee Benefit Trust Fund	c/o Royal Bank of Canada P.O. Box 9285, Station "A" Toronto, ON M5W 3M1	Tel: (416) 932-1100
Local 1036 - Training	Labourers' Local 1036 Training Fund	c/o Labourers' Pension Fund of C & E Canada P.O. Box 9002, Stn. Main Oakville, ON L6J 0B9	Fax: (416) 932-1177
Local 1059	LIUNA Local 1059 Benefit Trust Fund	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue, Toronto, ON M3H 1V2	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	

<b>Local Union:</b>	<b>Payable to:</b>	<b>Mail to:</b>	<b>Phone/Fax:</b>
Local 1081	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue, Toronto, ON M3H 1V2	Tel: (416) 635-6000 Fax: (416) 635-6464
Local 1081 - Training	Labourers' Local 1081 Training Trust Fund	c/o LIUNA Local 1081 812 Lawrence Street Cambridge, ON N3H 2N1	Tel: (519) 653-3333 Fax: (519) 653-8086
Local 1089	Labourers' Local 1089 (Sarnia) Benefit Trust Fund	All remittances to:  c/o LIUNA Local 1089 1255 Confederation Street Sarnia, ON N7S 4M7	Tel: (519) 332-1089 Fax: (519) 332-6378
Local 1089 - GRSP	Labourers' Local 1089 G.R.S.P. Fund		
Local 1089 - Training	The Administrator of Local 1089 Training Fund		

**NOTES**

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# **ASBESTOS ABATEMENT REMEDIATION / CONTAMINATED SOILS AND INTERIOR DEMOLITION APPENDIX**

## **ARTICLE 1 - APPLICABILITY**

1.01 This Appendix shall apply to:

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

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

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

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

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

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

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

1.03 Occupied premises shall be defined as where the Employer cannot work regular hours as defined in Article 2.01 of this Appendix, due to owner / tenant requirements and the regular business hours applicable to such business conflict with Article 2.01.

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

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

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

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

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

Note:

It is agreed that this article, (1.03) shall be placed in this Appendix and only applied to Asbestos Abatement and Interior Demolition. It is further agreed that this clause will not apply to current job sites that are ongoing and / or jobs that have been awarded prior to May 1, 2010.

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

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

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

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



## ARTICLE 3 - WORKERS CATEGORIES

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

(a) Asbestos Journeyman:

-minimum of one (1) year experience in asbestos abatement and/or interior demolition and/or contaminated soils;

-having training and expertise on all asbestos abatement and/or interior demolition skills; and type three asbestos certification.

(b) Journeyman's Assistant:

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

(c) Working Foreman:

-the working foreman shall be paid not less than one dollar and fifty cents (\$1.50) above the highest rate

(d) Apprentices - as per apprentices schedules

3.02 For the purpose of calculation, a year shall be defined as twenty-two hundred (2200) hours worked, accumulated within a period of twenty-four (24) calendar months working for an Employer covered by this Agreement performing asbestos abatement, mould abatement, lead abatement, remediation / contaminated soils and/or interior demolition work.

3.03 When employees are laid-off or in any event at least annually, the Union and the employee shall receive a statement from the Employer showing the number of hours worked in asbestos abatement, mould abatement, lead abatement and contaminated soils work. If the statements are not given to employees at the time of termination, such

statements shall be given in accordance with Article 12.03 of Master Portion. A copy shall also be sent to the Local Union.

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

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

#### APPRENTICES

3.06 The Asbestos, Mould, Lead Abatement and Remediation / Contaminated Soils Program including any plan and amendments there to agreed to by the Local Apprenticeship Committee shall be presented as a recommendation to the appropriate bargaining agents of this agreement and maybe incorporated in their entirety into and form part of this agreement as if the original party thereto.

Ratio of Apprentices (Only applies to members of LIUNA whom initiate after May 1, 2010).

- (a) 1. First 1000 hours - 60 % of full wage package.
2. Second 1000 hours -70% of full wage package.
3. Third 1000 hours – 85% of full wage package of the Journeyman's Rate.

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

(b) The Employer agrees to hire one (1) apprentice for every three (3) journeymen. The Union shall be entitled to refer apprentices to the Employer sufficient to maintain a minimum ratio of one (1) apprentice for

every three (3) journeymen. The allowable number of apprentices to be determined should be based on total number of journeymen employed by the company, rather than on a job site basis.

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

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

Article 6 of the Master Portion of this Agreement shall apply except with respect to Article 4.02 of this Appendix

4.02 For workers hired from outside the Local Union, the Employer shall be responsible for the deduction and remittance payment of Local Union working dues. Otherwise, the terms and conditions of this Agreement shall not apply to such workers, and such workers shall not be required to become members of the Local Union, until such time as they have been employed by the particular Employer for a period of sixty (60) calendar days. In such cases, the Employer shall notify the Local Union at the commencement of employment of such person(s).

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

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

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

5.01 The Employer agrees to deduct from each employee covered by the terms of this Agreement, working dues at the rate specified in this Appendix per hour worked and remit same in accordance with Article 25.

5.02 For any asbestos workers who are employed by an Employer who is bound to this Agreement at the date of its ratification, whose total wage package exceeds the amount that would otherwise apply under this Agreement, then the total wage package applicable under the previous Agreement shall continue to apply.

## **LOCAL UNION SCHEDULE FOR 183**

### **ARTICLE 1 - ROOM AND BOARD ALLOWANCE**

1.01 Effective May 1 2010, when employees are required to stay overnight at a remote job location, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of fifty dollars (\$50.00) per day.

1.02 Effective May 1 2010, when employees are required to stay overnight at a remote job location, on a Saturday or Sunday, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of sixty dollars (\$60.00) per day.

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

### **ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE**

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

- CITY HALL IN OSHAWA
- HUNTSVILLE TOWN HALL

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

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

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

Zone III – Outside of 80 kilometres from Local Jurisdiction City Hall

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

CONDITIONS RE: ZONES II AND III

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

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

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

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

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

### **ARTICLE 4 - USE OF PERSONAL VEHICLES**

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

4.01. ZONE II – The employee will be paid the greater of a mileage expense of forty-five Cents (\$0.45) per kilometer to and from the project OR eleven dollars (\$11.00) per day Travel Allowance.

No repercussions shall be given to an employee not complying with such request.

All other employees traveling to projects as passengers within ZONE II will be paid eleven dollars (\$11.00) per day for daily Travel Allowance.

4.02. ZONE III – The employee will be paid a mileage expense of forty-five Cents (\$0.45) per kilometer for the personal use of his/her vehicle, and also will be paid the fifteen dollars (\$15.00) per hour to and from the jobsite for Travel Allowance.

All other Employees traveling to projects as a passenger within ZONE III will be paid fifteen dollars (\$15.00) per hour for daily Travel Allowance to and from the projects.

No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## **ARTICLE 5 - OUT OF TOWN TRAVEL – (IN PROVINCE)**

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

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

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

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

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

5.05. Where Key Men are required to work beyond the Province of Ontario boundaries, they shall not be paid less than the home-based conditions contained herein. The Key Men will also be guaranteed nine (9) hours per day.

## **ARTICLE 6 - ALL TRAVEL ZONES**

6.01. If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of Forty-five Cents (\$0.45) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

6.02. The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s). Parking shall be located in close proximity to the jobsite.

## **ARTICLE 7 - TRAVEL HOURS & PAY**

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

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



## ARTICLE 8 - WAGE SCHEDULES

### Demolition Rates and Classifications Local 183

Local 183 - Labourer												
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	LTC	Retiree Trst Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	27.05	2.70	2.60	5.22	0.30	--	--	0.05	37.92	3%	0.35	0.05
05/01/10	27.54	2.75	2.60	5.72	0.30	0.10	--	0.05	39.06	3%	0.35	0.20
05/01/11	28.03	2.80	2.60	6.22	0.30	0.10	0.10	0.05	40.20	3%	0.35	0.20
05/01/12	28.75	2.87	2.60	6.22	0.40	0.20	0.25	0.05	41.34	3%	0.35	0.20
Local 183 - Truck Driver, Qualified Burner (Torchman)												
05/01/09	28.97	2.90	2.60	5.22	0.30	--	--	0.05	40.04	3%	0.35	0.05
05/01/10	29.52	2.95	2.60	5.72	0.30	0.10	--	0.05	41.24	3%	0.35	0.20
05/01/11	30.06	3.01	2.60	6.22	0.30	0.10	0.10	0.05	42.44	3%	0.35	0.20
05/01/12	30.84	3.08	2.60	6.22	0.40	0.20	0.25	0.05	43.64	3%	0.35	0.20
Local 183 - Machine Operator												
05/01/09	30.34	3.03	2.60	5.22	0.30	--	--	0.05	41.54	3%	0.35	0.05
05/01/10	30.93	3.09	2.60	5.72	0.30	0.10	--	0.05	42.79	3%	0.35	0.20
05/01/11	31.52	3.15	2.60	6.22	0.30	0.10	0.10	0.05	44.04	3%	0.35	0.20
05/01/12	32.34	3.23	2.60	6.22	0.40	0.20	0.25	0.05	45.29	3%	0.35	0.20

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

<b>Local 183 - Asbestos Journeyman</b>												
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	LTC	Retiree Trst Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	27.05	2.70	2.60	5.22	0.30	--	--	0.05	37.92	3%	0.35	0.05
05/01/10	27.54	2.75	2.60	5.72	0.30	0.10	--	0.05	39.06	3%	0.35	0.20
05/01/11	28.03	2.80	2.60	6.22	0.30	0.10	0.10	0.05	40.20	3%	0.35	0.20
05/01/12	28.75	2.87	2.60	6.22	0.40	0.20	0.25	0.05	41.34	3%	0.35	0.20
<b>Local 183 - Journeyman's Assistant</b>												
05/01/09	22.50	2.25	2.60	5.22	0.30	--	--	0.05	32.92	3%	0.35	0.05
05/01/10	22.85	2.29	2.60	5.72	0.30	0.10	--	0.05	33.91	3%	0.35	0.20
05/01/11	23.21	2.32	2.60	6.22	0.30	0.10	0.10	0.05	34.90	3%	0.35	0.20
05/01/12	23.79	2.38	2.60	6.22	0.40	0.20	0.25	0.05	35.89	3%	0.35	0.20
<b>Local 183 - Apprentice - First 1000 hours - 60%</b>												
05/01/09	--	--	--	--	--	--	--	--	0%	--	--	--
05/01/10	16.52	1.65	2.60	5.72	0.30	0.10	--	0.05	26.94	3%	0.35	0.20
05/01/11	16.82	1.68	2.60	6.22	0.30	0.10	0.10	0.05	27.87	3%	0.35	0.20
05/01/12	17.25	1.73	2.60	6.22	0.40	0.20	0.25	0.05	28.70	3%	0.35	0.20
<b>Local 183 - Apprentice - Second 1000 hours - 70%</b>												
05/01/09	--	--	--	--	--	--	--	--	0%	--	--	--
05/01/10	19.28	1.93	2.60	5.72	0.30	0.10	--	0.05	29.98	3%	0.35	0.20
05/01/11	19.62	1.96	2.60	6.22	0.30	0.10	0.10	0.05	30.95	3%	0.35	0.20
05/01/12	20.13	2.01	2.60	6.22	0.40	0.20	0.25	0.05	31.86	3%	0.35	0.20
<b>Local 183 - Apprentice - Third 1000 hours - 85%</b>												
05/01/09	--	--	--	--	--	--	--	--	0%	--	--	--
05/01/10	23.41	2.34	2.60	5.72	0.30	0.10	--	0.05	34.52	3%	0.35	0.20
05/01/11	23.83	2.38	2.60	6.22	0.30	0.10	0.10	0.05	35.58	3%	0.35	0.20
05/01/12	24.44	2.44	2.60	6.22	0.40	0.20	0.25	0.05	36.60	3%	0.35	0.20

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

Local 183 - Journeyman												
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	LTC	Retiree Trst Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	27.05	2.70	2.60	5.22	0.30	--	--	0.05	37.92	3%	0.35	0.05
05/01/10	27.19	2.72	2.60	5.72	0.30	0.10	--	0.05	38.68	3%	0.35	0.20
05/01/11	27.34	2.73	2.60	6.22	0.30	0.10	0.10	0.05	39.44	3%	0.35	0.20
05/01/12	27.71	2.77	2.60	6.22	0.40	0.20	0.25	0.05	40.20	3%	0.35	0.20
Local 183 - Journeyman's Assistant												
05/01/09	22.50	2.25	2.60	5.22	0.30	--	--	0.05	32.92	3%	0.35	0.05
05/01/10	22.55	2.26	2.60	5.72	0.30	0.10	--	0.05	33.58	3%	0.35	0.20
05/01/11	22.61	2.26	2.60	6.22	0.30	0.10	0.10	0.05	34.24	3%	0.35	0.20
05/01/12	22.89	2.29	2.60	6.22	0.40	0.20	0.25	0.05	34.90	3%	0.35	0.20
Local 183 - Apprentice - First 1000 hours - 60%												
05/01/09	--	--	--	--	--	--	--	--	0%	--	--	--
05/01/10	16.31	1.63	2.60	5.72	0.30	0.10	--	0.05	26.71	3%	0.35	0.20
05/01/11	16.40	1.64	2.60	6.22	0.30	0.10	0.10	0.05	27.41	3%	0.35	0.20
05/01/12	16.63	1.66	2.60	6.22	0.40	0.20	0.25	0.05	28.01	3%	0.35	0.20
Local 183 - Apprentice - Second 1000 hours - 70%												
05/01/09	--	--	--	--	--	--	--	--	0%	--	--	--
05/01/10	19.03	1.90	2.60	5.72	0.30	0.10	--	0.05	29.70	3%	0.35	0.20
05/01/11	19.14	1.91	2.60	6.22	0.30	0.10	0.10	0.05	30.42	3%	0.35	0.20
05/01/12	19.40	1.94	2.60	6.22	0.40	0.20	0.25	0.05	31.06	3%	0.35	0.20
Local 183 - Apprentice - Third 1000 hours - 85%												
05/01/09	--	--	--	--	--	--	--	--	0%	--	--	--
05/01/10	23.11	2.31	2.60	5.72	0.30	0.10	--	0.05	34.19	3%	0.35	0.20
05/01/11	23.24	2.32	2.60	6.22	0.30	0.10	0.10	0.05	34.93	3%	0.35	0.20
05/01/12	23.55	2.36	2.60	6.22	0.40	0.20	0.25	0.05	35.63	3%	0.35	0.20



## **LOCAL UNION SCHEDULE FOR 247**

### **ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE**

1.01. Effective May 1, 2010, when employees are required to stay overnight at a remote job location, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of fifty dollars (\$50.00) per day.

1.02. Effective May 1, 2010 when employees are required to stay overnight at a remote job location, on a Saturday or Sunday, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of sixty dollars (\$60.00) per day.

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

### **ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE**

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

ZONE 1 (free Zone No Mileage or Allowance)

All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

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

Zone III – Outside of 80 kilometres from Local Jurisdiction City Hall

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

CONDITIONS RE: ZONES II AND III

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

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

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

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

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

### **ARTICLE 4 - USE OF PERSONAL VEHICLES**

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

4.01. ZONE II – The employee will be paid the greater of a mileage expense of Forty-five Cents (\$0.45) per kilometer to and from the project OR Eleven Dollars (\$11.00) per day Travel Allowance.

No repercussions shall be given to an employee not complying with such request.

All other employees traveling to projects as passengers within ZONE II will be paid Eleven Dollars (\$11.00) per day for daily Travel Allowance.

4.02. ZONE III – The employee will be paid a mileage expense of Forty-five Cents (\$0.45) per kilometer for the personal use of his/her vehicle, and also will be paid the Fifteen Dollars (\$15.00) per hour to and from the jobsite for Travel Allowance.

All other Employees traveling to projects as a passenger within ZONE III will be paid Fifteen Dollars (\$15.00) per hour for daily Travel Allowance to and from the projects.

No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## **ARTICLE 5 - OUT OF TOWN TRAVEL – (IN PROVINCE)**

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

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

5.02. They shall have transportation paid for or supplied from the destination point back to the “point of origin” and return, at least once every two (2) weeks if the job location is beyond a four hundred and eighty (480) kilometer radius of the Employer’s Head Office and within the Province of Ontario. In the case of Local 247, the Employer’s Head Office shall be deemed to be Local Jurisdiction City Hall.

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

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

5.05. Where Key Men are required to work beyond the Province of Ontario boundaries, they shall not be paid less than the home-based conditions contained herein. The Key Men will also be guaranteed nine (9) hours per day.

## **ARTICLE 6 - ALL TRAVEL ZONES**

6.01. If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of Forty-five Cents (\$0.45) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

6.02. The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s). Parking shall be located in close proximity to the jobsite.

## **ARTICLE 7 - TRAVEL HOURS & PAY**

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

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



## ARTICLE 8 - WAGE SCHEDULES

### Demolition Rates and Classifications Local 247

<b>Local 247 - Labourer</b>											
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>GRSP</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>OPDC Dues</b>	<b>Ind. Fund</b>
05/01/09	26.02	2.60	2.60	2.36	0.40	2.00	0.05	36.03	0.78	0.35	0.05
05/01/10	26.55	2.65	2.60	3.36	0.40	1.50	0.05	37.11	0.80	0.35	0.20
05/01/11	27.02	2.70	2.65	3.86	0.40	1.50	0.05	38.19	0.81	0.35	0.20
05/01/12	27.60	2.76	2.70	4.00	0.40	1.75	0.05	39.27	0.83	0.35	0.20
<b>Local 247 - Truck Driver, Qualified Burner (Torchman)</b>											
05/01/09	27.93	2.79	2.60	2.36	0.40	2.00	0.05	38.13	0.78	0.35	0.05
05/01/10	28.51	2.85	2.60	3.36	0.40	1.50	0.05	39.27	0.80	0.35	0.20
05/01/11	29.05	2.90	2.65	3.86	0.40	1.50	0.05	40.41	0.81	0.35	0.20
05/01/12	29.68	2.97	2.70	4.00	0.40	1.75	0.05	41.55	0.83	0.35	0.20
<b>Local 247 - Machine Operator</b>											
05/01/09	29.29	2.93	2.60	2.86	0.40	1.50	0.05	39.63	0.78	0.35	0.05
05/01/10	29.92	2.99	2.60	3.36	0.40	1.50	0.05	40.82	0.80	0.35	0.20
05/01/11	30.50	3.05	2.65	3.86	0.40	1.50	0.05	42.01	0.81	0.35	0.20
05/01/12	31.18	3.12	2.70	4.00	0.40	1.75	0.05	43.20	0.83	0.35	0.20
<b>Local 247 - Working Foreman</b>											
05/01/09	30.20	3.02	2.60	2.36	0.40	2.00	0.05	40.63	0.78	0.35	0.05
05/01/10	30.85	3.09	2.60	3.36	0.40	1.50	0.05	41.85	0.80	0.35	0.20
05/01/11	31.46	3.15	2.65	3.86	0.40	1.50	0.05	43.07	0.81	0.35	0.20
05/01/12	32.17	3.22	2.70	4.00	0.40	1.75	0.05	44.29	0.83	0.35	0.20
<b>Local 247 - Demolition - Apprentice Rates - 1st 1200 hours</b>											
05/01/10	16.96	1.70	2.60	3.36	0.40	1.50	0.05	26.57	0.80	0.35	0.20
05/01/11	17.25	1.73	2.65	3.86	0.40	1.50	0.05	27.44	0.81	0.35	0.20
05/01/12	17.50	1.75	2.70	4.00	0.40	1.75	0.05	28.15	0.83	0.35	0.20

## Demolition Rates and Classifications Local 247 continued

<b>Local 247 - Demolition - Apprentice Rates - 2nd 1200 hours</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/10	22.18	2.22	2.60	3.36	0.40	1.50	0.05	32.31	0.80	0.35	0.20
05/01/11	22.47	2.25	2.65	3.86	0.40	1.50	0.05	33.18	0.81	0.35	0.20
05/01/12	22.72	2.27	2.70	4.00	0.40	1.75	0.05	33.89	0.83	0.35	0.20
<b>Local 247 - Demolition - Apprentice Rates - 3rd 1200 hours</b>											
05/01/10	25.20	2.52	2.60	3.36	0.40	1.50	0.05	35.63	0.80	0.35	0.20
05/01/11	25.49	2.54	2.65	3.86	0.40	1.50	0.05	36.50	0.81	0.35	0.20
05/01/12	25.74	2.57	2.70	4.00	0.40	1.75	0.05	37.21	0.83	0.35	0.20
Vacation Pay: Ten percent (10%) of gross wages.											

## Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 247

<b>Local 247 - Journeyman</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/10	26.55	2.65	2.60	3.36	0.40	1.50	0.05	37.11	0.80	0.35	0.20
05/01/11	27.03	2.70	2.65	3.86	0.40	1.50	0.05	38.19	0.81	0.35	0.20
05/01/12	27.61	2.76	2.70	4.00	0.40	1.75	0.05	39.27	0.83	0.35	0.20
<b>Local 247 - Journeyman's Assistant</b>											
05/01/10	21.86	2.19	2.60	3.36	0.40	1.50	0.05	31.96	0.80	0.35	0.20
05/01/11	22.21	2.22	2.65	3.86	0.40	1.50	0.05	32.89	0.81	0.35	0.20
05/01/12	22.65	2.27	2.70	4.00	0.40	1.75	0.05	33.82	0.83	0.35	0.20

**Asbestos Abatement - Mould/Lead Rates and Classifications Local 247**  
(For projects that contain no type of demolition work)

<b>Local 247 - Journeyman</b>											
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>GSRP</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>OPDC Dues</b>	<b>Ind. Fund</b>
05/01/10	26.22	2.62	2.60	3.36	0.40	1.50	0.05	36.75	0.80	0.35	0.20
05/01/11	26.37	2.64	2.65	3.86	0.40	1.50	0.05	37.47	0.81	0.35	0.20
05/01/12	26.63	2.66	2.70	4.00	0.40	1.75	0.05	38.19	0.83	0.35	0.20
<b>Local 247 - Journeyman's Assistant</b>											
05/01/10	21.58	2.16	2.60	3.36	0.40	1.50	0.05	31.65	0.80	0.35	0.20
05/01/11	21.65	2.16	2.65	3.86	0.40	1.50	0.05	32.27	0.81	0.35	0.20
05/01/12	21.81	2.18	2.70	4.00	0.40	1.75	0.05	32.89	0.83	0.35	0.20
<b>Local 247 - Apprentice - First 1200 hours</b>											
05/01/10	15.73	1.57	2.60	3.36	0.40	1.50	0.05	25.21	0.80	0.35	0.20
05/01/11	15.82	1.58	2.65	3.86	0.40	1.50	0.05	25.86	0.81	0.35	0.20
05/01/12	15.98	1.60	2.70	4.00	0.40	1.75	0.05	26.48	0.83	0.35	0.20
<b>Local 247 - Apprentice - Second 1200 hours</b>											
05/01/10	19.67	1.97	2.60	3.36	0.40	1.50	0.05	29.55	0.80	0.35	0.20
05/01/11	19.77	1.98	2.65	3.86	0.40	1.50	0.05	30.21	0.81	0.35	0.20
05/01/12	19.97	2.00	2.70	4.00	0.40	1.75	0.05	30.87	0.83	0.35	0.20
<b>Local 247 - Apprentice - Third 1000 hours</b>											
05/01/10	20.98	2.10	2.60	3.36	0.40	1.50	0.05	30.99	0.80	0.35	0.20
05/01/11	21.09	2.11	2.65	3.86	0.40	1.50	0.05	31.66	0.81	0.35	0.20
05/01/12	21.30	2.13	2.70	4.00	0.40	1.75	0.05	32.33	0.83	0.35	0.20



## **LOCAL UNION SCHEDULE FOR 493**

### **ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE**

1.01. Effective May 1, 2010, when employees are required to stay overnight at a remote job location, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of fifty dollars (\$50.00) per day.

1.02. Effective May 1, 2010 when employees are required to stay overnight at a remote job location, on a Saturday or Sunday, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of sixty dollars (\$60.00) per day.

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

### **ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE**

ALL ZONES WILL APPLY TO THE (3) DISTRICT RESPECTIVELY

- DISTRICT OF SUDBURY
- DISTRICT OF NIPISSING / NORTH BAY
- DISTRICT OF TIMMINS

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

ZONE 1 (free Zone No Mileage or Allowance)

All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

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

Zone III – Outside of 80 kilometres from Local Jurisdiction City Hall

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

CONDITIONS RE: ZONES II AND III

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

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

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

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

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

### **ARTICLE 4 - USE OF PERSONAL VEHICLES**

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

4.01. ZONE II – The employee will be paid the greater of a mileage expense of Forty-five Cents (\$0.45) per kilometer to and from the project OR Eleven Dollars (\$11.00) per day Travel Allowance.

No repercussions shall be given to an employee not complying with such request.

All other employees traveling to projects as passengers within ZONE II will be paid Eleven Dollars (\$11.00) per day for daily Travel Allowance.

4.02. ZONE III – The employee will be paid a mileage expense of Forty-five Cents (\$0.45) per kilometer for the personal use of his/her vehicle, and also will be paid the Fifteen Dollars (\$15.00) per hour to and from the jobsite for Travel Allowance.

All other Employees traveling to projects as a passenger within ZONE III will be paid Fifteen Dollars (\$15.00) per hour for daily Travel Allowance to and from the projects.

No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## **ARTICLE 5 - OUT OF TOWN TRAVEL – (IN PROVINCE)**

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

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

5.02. They shall have transportation paid for or supplied from the destination point back to the “point of origin” and return, at least once every two (2) weeks if the job location is beyond a four hundred and eighty (480) kilometer radius of the Employer’s Head Office and within the Province of Ontario. In the case of Local 493, the Employer’s Head Office shall be deemed to be Local Jurisdiction City Hall.

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

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

5.05. Where Key Men are required to work beyond the Province of Ontario boundaries, they shall not be paid less than the home-based conditions contained herein. The Key Men will also be guaranteed nine (9) hours per day.

## **ARTICLE 6 - ALL TRAVEL ZONES**

6.01. If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of Forty-five Cents (\$0.45) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

6.02. The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s). Parking shall be located in close proximity to the jobsite.

## **ARTICLE 7 - TRAVEL HOURS & PAY**

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

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



## ARTICLE 8 - WAGE SCHEDULES

### Demolition Rates and Classifications Local 493

Local 493 - Labourer													
Effective Date	Hourly Rate	Vac. Pay	Welfare & Scholar Fund	Pens.	Supp. Pens.	Train. Fund	Org. Fund	Tri-Fund	Total Pkg.	WD Ded.	Mo. Dues	OPDC Dues	Ind. Fund
05/01/09	24.52	2.45	3.25	4.30	1.00	0.40	0.05	0.05	36.02	0.57	30.00	0.35	0.05
05/01/10	24.67	2.47	3.25	4.80	1.17	0.54	0.15	0.05	37.10	3%	30.00	0.35	0.20
05/01/11	24.88	2.48	3.25	5.30	1.47	0.60	0.15	0.05	38.18	3%	30.00	0.35	0.20
05/01/12	25.42	2.54	3.25	5.30	1.85	0.70	0.15	0.05	39.26	3%	30.00	0.35	0.20
Local 493 - Truck Driver, Qualified Burner (Torchman)													
05/01/09	26.44	2.64	3.25	4.30	1.00	0.40	0.05	0.05	38.13	0.57	30.00	0.35	0.05
05/01/10	26.64	2.67	3.25	4.80	1.17	0.54	0.15	0.05	39.27	3%	30.00	0.35	0.20
05/01/11	26.90	2.69	3.25	5.30	1.47	0.60	0.15	0.05	40.41	3%	30.00	0.35	0.20
05/01/12	27.51	2.75	3.25	5.30	1.85	0.70	0.15	0.05	41.56	3%	30.00	0.35	0.20
Local 493 - Machine Operator													
05/01/09	27.80	2.78	3.25	4.30	1.00	0.40	0.05	0.05	39.63	0.57	30.00	0.35	0.05
05/01/10	28.05	2.81	3.25	4.80	1.17	0.54	0.15	0.05	40.82	3%	30.00	0.35	0.20
05/01/11	28.35	2.84	3.25	5.30	1.47	0.60	0.15	0.05	42.01	3%	30.00	0.35	0.20
05/01/12	29.00	2.90	3.25	5.30	1.85	0.70	0.15	0.05	43.20	3%	30.00	0.35	0.20
Vacation Pay: Ten percent (10%) of gross wages. The Working Foreman will be paid One dollar and fifty cents (\$1.50) above the highest hourly rate.													

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

Local 493 - Journeyman													
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Supp. Pens.	Train. Fund	Org. Fund	Tri-Fund	Total Pkg.	WD Ded.	Monthly Dues	OPDC Dues	Ind. Fund
05/01/09	24.52	2.45	3.25	4.30	1.00	0.40	0.05	0.05	36.02	0.57	30.00	0.35	0.05
05/01/10	24.67	2.47	3.25	4.80	1.17	0.54	0.15	0.05	37.10	3%	30.00	0.35	0.20
05/01/11	24.88	2.48	3.25	5.30	1.47	0.60	0.15	0.05	38.18	3%	30.00	0.35	0.20
05/01/12	25.42	2.54	3.25	5.30	1.85	0.70	0.15	0.05	39.26	3%	30.00	0.35	0.20
Local 493 - Journeyman's Assistant													
05/01/09	19.55	1.96	3.25	4.30	1.00	0.40	0.05	0.05	30.56	0.57	30.00	0.35	0.05
05/01/10	19.55	1.96	3.25	4.80	1.17	0.54	0.15	0.05	31.47	3%	30.00	0.35	0.20
05/01/11	19.60	1.96	3.25	5.30	1.47	0.60	0.15	0.05	32.38	3%	30.00	0.35	0.20
05/01/12	20.01	2.00	3.25	5.30	1.85	0.70	0.15	0.05	33.31	3%	30.00	0.35	0.20

### Asbestos Abatement - Mould/Lead Rates and Classifications Local 493 (For projects that contain no type of demolition work)

Local 493 - Journeyman													
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Supp. Pens.	Train. Fund	Org. Fund	Tri-Fund	Total Pkg.	WD Ded.	Monthly Dues	OPDC Dues	Ind. Fund
05/01/10	24.35	2.43	3.25	4.80	1.17	0.54	0.15	0.05	36.74	3%	30.00	0.35	0.20
05/01/11	24.40	2.44	3.05	5.30	1.47	0.60	0.15	0.05	37.46	3%	30.00	0.35	0.20
05/01/12	24.80	2.48	2.85	5.30	1.85	0.70	0.15	0.05	38.18	3%	30.00	0.35	0.20
Local 493 - Journeyman's Assistant (Lead /Mold Abatement)													
05/01/10	19.29	1.92	3.25	4.80	1.17	0.54	0.15	0.05	31.17	3%	30.00	0.35	0.20
05/01/11	19.33	1.93	2.95	5.30	1.47	0.60	0.15	0.05	31.78	3%	30.00	0.35	0.20
05/01/12	19.54	1.95	2.85	5.30	1.85	0.70	0.15	0.05	32.39	3%	30.00	0.35	0.20

## **LOCAL UNION SCHEDULE FOR 506**

### **ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE**

1.01. Effective May 1, 2010, when employees are required to stay overnight at a remote job location, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of Fifty Dollars (\$50.00) per day.

1.02. Effective May 1, 2010, when employees are required to stay overnight at a remote job location on a Saturday or Sunday, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of Sixty Dollars (\$60.00) per day.

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

### **ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE**

ZONE 1 – From Toronto City Hall to a twenty-five (25) km radius  
ZONE 1 (free Zone No Mileage or Allowance)

All employees who are required to report to a project within twenty-five (25) km radius from Toronto City Hall shall be considered to work in ZONE 1.

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

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

CONDITIONS RE: ZONES II AND III

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

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

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

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

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

### **ARTICLE 4 - USE OF PERSONAL VEHICLES**

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

4.01. ZONE II – The employee will be paid the greater of a mileage expense of Forty-five Cents (\$0.45) per kilometer to and from the project OR Twelve Dollars (\$12.00) per day Travel Allowance.

No repercussions shall be given to an employee not complying with such request.

All other employees traveling to projects as passengers within ZONE II will be paid Twelve Dollars (\$12.00) per day for daily Travel Allowance.

4.02. ZONE III – The employee will be paid a mileage expense of Forty-five Cents (\$0.45) per kilometer for the personal use of his/her vehicle, and also will be paid the Sixteen Dollars (\$16.00) per hour to and from the jobsite for Travel Allowance.

Employees traveling to projects as a passenger within ZONE III will be paid Sixteen Dollars (\$16.00) per hour for daily Travel Allowance to and from the projects.

No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## **ARTICLE 5 - OUT OF TOWN TRAVEL – (IN PROVINCE)**

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

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

5.02. They shall have transportation paid for or supplied from the destination point back to the “point of origin” and return, at least once every two (2) weeks if the job location is beyond a four hundred and eighty (480) kilometer radius of the Employer’s Head Office and within the Province of Ontario. In the case of Local 506, the Employer’s Head Office shall be deemed to be Toronto City Hall.

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

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

5.05. Where Key Men are required to work beyond the Province of Ontario boundaries, they shall not be paid less than the home-based conditions contained herein. The Key Men will also be guaranteed nine (9) hours per day.

## **ARTICLE 6 - ALL TRAVEL ZONES**

6.01. If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of Forty-five Cents (\$0.45) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

6.02. The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s). Parking shall be located in close proximity to the jobsite.

## **ARTICLE 7 - TRAVEL HOURS & PAY**

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

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

## **ARTICLE 8 - RATIO OF WORKERS**

(Demolition Apprenticeship Program)

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

8.02 Any apprentices refusing to attend or not attending school when directed by the Local Apprenticeship Committee shall be sufficient cause

for suspension or discharge from employment within the terms of this Agreement.

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

## ARTICLE 9 - WAGE SCHEDULES

### Demolition Rates and Classifications Local 506

Local 506 - Labourer											
Effective Date	Hourly Rate	Vac. Pay	Welfare & Denovo Dental	Pens.	Train. Fund	Pre-Paid Legal	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	25.32	2.53	2.85	7.10	0.30	0.07	0.05	38.22	3%	0.35	0.20
05/01/10	26.09	2.61	2.85	7.35	0.35	0.07	0.05	39.37	3%	0.35	0.20
05/01/11	26.59	2.66	2.85	7.85	0.45	0.07	0.05	40.52	3%	0.35	0.20
05/01/12	27.23	2.72	2.95	8.10	0.55	0.07	0.05	41.67	3%	0.35	0.20
"Local 506 - Truck Driver, Qualified Burner (Torchman)"											
05/01/09	27.23	2.72	2.85	7.10	0.30	0.07	0.05	40.32	3%	0.35	0.20
05/01/10	28.05	2.81	2.85	7.35	0.35	0.07	0.05	41.53	3%	0.35	0.20
05/01/11	28.61	2.86	2.85	7.85	0.45	0.07	0.05	42.74	3%	0.35	0.20
05/01/12	29.30	2.93	2.95	8.10	0.55	0.07	0.05	43.95	3%	0.35	0.20
Local 506 - Machine Operator											
05/01/09	28.59	2.86	2.85	7.10	0.30	0.07	0.05	41.82	3%	0.35	0.20
05/01/10	29.45	2.95	2.85	7.35	0.35	0.07	0.05	43.07	3%	0.35	0.20
05/01/11	30.05	3.00	2.85	7.85	0.45	0.07	0.05	44.32	3%	0.35	0.20
05/01/12	30.78	3.08	2.95	8.10	0.55	0.07	0.05	45.58	3%	0.35	0.20

## Demolition Rates and Classifications Local 506 (continued)

Local 506 - Foreman											
Effective Date	Hourly Rate	Vac. Pay	Welfare & Denovo Dental	Pens.	Train. Fund	Pre-Paid Legal	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	30.09	3.01	2.85	7.10	0.30	0.07	0.05	43.47	3%	0.35	0.20
05/01/10	31.00	3.10	2.85	7.35	0.35	0.07	0.05	44.77	3%	0.35	0.20
05/01/11	31.64	3.16	2.85	7.85	0.45	0.07	0.05	46.07	3%	0.35	0.20
05/01/12	32.42	3.24	2.95	8.10	0.55	0.07	0.05	47.38	3%	0.35	0.20

"Vacation Pay: Ten percent (10%) of gross wages, payable quarterly in accordance with Article 10.03."  
 Note: Welfare includes \$0.02 cent contribution to De Novo Substance Abuse program.

## Demolition Rates and Classifications Local 506

Local 506 - Apprentice - First 800 hours - 70% of full wage package											
Effective Date	Hourly Rate	Vac. Pay	Welfare & Denovo Dental	Pens.	Train. Fund	Legal	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/10	22.03	2.20	2.85	--	0.35	0.07	0.05	27.55	3%	0.35	0.20
05/01/11	22.67	2.27	2.85	--	0.45	0.07	0.05	28.36	3%	0.35	0.20
05/01/12	23.23	2.32	2.95	--	0.55	0.07	0.05	29.17	3%	0.35	0.20

Local 506 - Apprentice - Second 800 hours - 80% of full wage package											
Effective Date	Hourly Rate	Vac. Pay	Welfare & Denovo Dental	Pens.	Train. Fund	Legal	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/10	18.94	1.89	2.85	7.35	0.35	0.07	0.05	31.50	3%	0.35	0.20
05/01/11	19.23	1.92	2.85	7.85	0.45	0.07	0.05	32.42	3%	0.35	0.20
05/01/12	19.65	1.97	2.95	8.10	0.55	0.07	0.05	33.34	3%	0.35	0.20

Local 506 - Apprentice - Final 800 hours - 90% of full wage package											
Effective Date	Hourly Rate	Vac. Pay	Welfare & Denovo Dental	Pens.	Train. Fund	Legal	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/10	22.51	2.25	2.85	7.35	0.35	0.07	0.05	35.43	3%	0.35	0.20
05/01/11	22.91	2.29	2.85	7.85	0.45	0.07	0.05	36.47	3%	0.35	0.20
05/01/12	23.44	2.34	2.95	8.10	0.55	0.07	0.05	37.50	3%	0.35	0.20

"Vacation Pay: Ten percent (10%) of gross wages, payable quarterly in accordance with Article 10.03."  
 Note: Welfare includes \$0.02 cent contribution to De Novo Substance Abuse program.



## Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 506

<b>Local 506 - Journeyman</b>											
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>Tri Fund</b>	<b>Legal</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>OPDC Dues</b>	<b>Ind. Fund</b>
05/01/09	25.32	2.53	2.85	7.10	0.30	0.05	0.07	38.22	3%	0.35	0.20
05/01/10	26.09	2.58	2.85	7.35	0.35	0.05	0.07	39.37	3%	0.35	0.20
05/01/11	26.59	2.66	2.85	7.85	0.45	0.05	0.07	40.52	3%	0.35	0.20
05/01/12	27.23	2.72	2.85	8.10	0.55	0.05	0.07	41.67	3%	0.35	0.20
<b>Local 506 - Journeyman's Assistant</b>											
05/01/09	20.32	2.03	2.85	7.10	0.30	0.05	0.07	32.72	3%	0.35	0.20
05/01/10	20.94	2.09	2.85	7.35	0.35	0.05	0.07	33.70	3%	0.35	0.20
05/01/11	21.28	2.13	2.85	7.85	0.45	0.05	0.07	34.68	3%	0.35	0.20
05/01/12	21.76	2.18	2.85	8.10	0.55	0.05	0.07	35.66	3%	0.35	0.20
<b>Local 506 - Foreman</b>											
05/01/09	26.82	2.68	2.85	7.10	0.30	0.05	0.07	39.87	3%	0.35	0.20
05/01/10	27.63	2.76	2.85	7.35	0.35	0.05	0.07	41.06	3%	0.35	0.20
05/01/11	28.17	2.82	2.85	7.85	0.45	0.05	0.07	42.26	3%	0.35	0.20
05/01/12	28.86	2.88	2.85	8.10	0.55	0.05	0.07	43.46	3%	0.35	0.20

### Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 506 - continued

<b>Local 506 - Apprentice - First 1000 hours - 60%</b>											
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>Tri Fund</b>	<b>Legal</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>OPDC Dues</b>	<b>Ind. Fund</b>
05/01/10	18.45	1.85	2.85	--	0.35	0.05	0.07	23.62	3%	0.35	0.20
05/01/11	18.99	1.90	2.85	--	0.45	0.05	0.07	24.31	3%	0.35	0.20
05/01/12	19.44	1.94	2.95	--	0.55	0.05	0.07	25.00	3%	0.35	0.20
<b>Local 506 - Apprentice - Second 1000 hours - 70%</b>											
05/01/10	15.35	1.54	2.85	7.35	0.35	0.05	0.07	27.56	3%	0.35	0.20
05/01/11	15.54	1.55	2.85	7.85	0.45	0.05	0.07	28.36	3%	0.35	0.20
05/01/12	15.86	1.59	2.95	8.10	0.55	0.05	0.07	29.17	3%	0.35	0.20
<b>Local 506 - Apprentice - Final 1000 hours - 85%</b>											
05/01/10	20.72	2.07	2.85	7.35	0.35	0.05	0.07	33.46	3%	0.35	0.20
05/01/11	21.06	2.11	2.85	7.85	0.45	0.05	0.07	34.44	3%	0.35	0.20
05/01/12	21.55	2.15	2.95	8.10	0.55	0.05	0.07	35.42	3%	0.35	0.20

Asbestos Abatement - Mould/Lead Rates and Classifications Local 506  
(For projects that contain no type of demolition work)

Local 506 - Journeyman											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri Fund	Legal	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/10	25.74	2.57	2.85	7.35	0.35	0.05	0.07	38.98	3%	0.35	0.20
05/01/11	25.88	2.59	2.85	7.85	0.45	0.05	0.07	39.74	3%	0.35	0.20
05/01/12	26.17	2.62	2.95	8.10	0.55	0.05	0.07	40.51	3%	0.35	0.20
Local 506 - Assistant Journeyman											
05/01/10	20.55	2.05	2.85	7.35	0.35	0.05	0.07	33.27	3%	0.35	0.20
05/01/11	20.59	2.06	2.85	7.85	0.45	0.05	0.07	33.92	3%	0.35	0.20
05/01/12	20.87	2.09	2.95	8.10	0.55	0.05	0.07	34.68	3%	0.35	0.20
Local 506 - Foreman											
05/01/10	27.26	2.73	2.85	7.35	0.35	0.05	0.07	40.66	3%	0.35	0.20
05/01/11	27.45	2.74	2.85	7.85	0.45	0.05	0.07	41.46	3%	0.35	0.20
05/01/12	27.76	2.78	2.95	8.10	0.55	0.05	0.07	42.26	3%	0.35	0.20



## **LOCAL UNION SCHEDULE FOR 527**

### **ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE**

1.01. Effective May 1, 2010, when employees are required to stay overnight at a remote job location, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of fifty dollars (\$50.00) per day.

1.02. Effective May 1, 2010 when employees are required to stay overnight at a remote job location, on a Saturday or Sunday, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of sixty dollars (\$60.00) per day.

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

### **ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE**

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

ZONE 1 (free Zone No Mileage or Allowance)

All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

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

Zone III – Outside of 80 kilometres from Local Jurisdiction City Hall

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

## CONDITIONS RE: ZONES II AND III

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

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

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

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

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

### **ARTICLE 4 - USE OF PERSONAL VEHICLES**

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

4.01. ZONE II – The employee will be paid the greater of a mileage expense of Forty-five Cents (\$0.45) per kilometer to and from the project OR Eleven Dollars (\$11.00) per day Travel Allowance.

No repercussions shall be given to an employee not complying with such request.

All other employees traveling to projects as passengers within ZONE II will be paid Eleven Dollars (\$11.00) per day for daily Travel Allowance.

4.02. ZONE III – The employee will be paid a mileage expense of Forty-five Cents (\$0.45) per kilometer for the personal use of his/her vehicle, and also will be paid the Fifteen Dollars (\$15.00) per hour to and from the

jobsite for Travel Allowance.

All other Employees traveling to projects as a passenger within ZONE III will be paid Fifteen Dollars (\$15.00) per hour for daily Travel Allowance to and from the projects.

No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## **ARTICLE 5 - OUT OF TOWN TRAVEL – (IN PROVINCE)**

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

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

5.02. They shall have transportation paid for or supplied from the destination point back to the “point of origin” and return, at least once every two (2) weeks if the job location is beyond a four hundred and eighty (480) kilometer radius of the Employer’s Head Office and within the Province of Ontario. In the case of Local 527, the Employer’s Head Office shall be deemed to be Local Jurisdiction City Hall.

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

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

5.05. Where Key Men are required to work beyond the Province of Ontario boundaries, they shall not be paid less than the home-based conditions contained herein. The Key Men will also be guaranteed nine (9) hours per day.

## **ARTICLE 6 - ALL TRAVEL ZONES**

6.01. If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of Forty-five Cents (\$0.45) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

6.02. The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s). Parking shall be located in close proximity to the jobsite.

## **ARTICLE 7 - TRAVEL HOURS & PAY**

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

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



## ARTICLE 8 - WAGE SCHEDULE

### Demolition Rates and Classifications Local 527

<b>Local 527 - Labourer</b>										
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>OPDC Dues</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>Ind. Fund</b>
05/01/09	26.06	2.606	3.40	4.82	--	0.35	0.05	37.286	--	0.05
05/01/10	26.56	2.656	3.47	5.32	--	0.35	0.05	38.406	--	0.20
05/01/11	27.06	2.706	3.54	5.82	--	0.35	0.05	39.526	--	0.20
05/01/12	27.76	2.776	3.64	6.07	--	0.35	0.05	40.646	--	0.20
<b>Local 527 - Truck Driver, Qualified Burner (Torchman)</b>										
05/01/09	26.84	2.684	3.40	4.82	--	0.35	0.05	38.144	--	0.05
05/01/10	27.36	2.736	3.47	5.32	--	0.35	0.05	39.286	--	0.20
05/01/11	27.88	2.788	3.54	5.82	--	0.35	0.05	40.428	--	0.20
05/01/12	28.60	2.860	3.64	6.07	--	0.35	0.05	41.570	--	0.20
<b>Local 527 - Machine Operator</b>										
05/01/09	28.20	2.820	3.40	4.82	--	0.35	0.05	39.640	--	0.05
05/01/10	28.76	2.876	3.47	5.32	--	0.35	0.05	40.826	--	0.20
05/01/11	29.32	2.932	3.54	5.82	--	0.35	0.05	42.012	--	0.20
05/01/12	30.08	3.008	3.64	6.07	--	0.35	0.05	43.198	--	0.20
<b>Local 527 - Foreman</b>										
05/01/09	29.11	2.910	3.40	4.82	--	0.35	0.05	40.640	--	0.05
05/01/10	29.70	2.970	3.47	5.32	--	0.35	0.05	41.860	--	0.20
05/01/11	30.29	3.029	3.54	5.82	--	0.35	0.05	43.079	--	0.20
05/01/12	31.08	3.108	3.64	6.07	--	0.35	0.05	44.298	--	0.20
Vacation Pay: Ten percent (10%) of gross wages. Local 527 working dues are included with Welfare Benefits; RST is payable on H&W benefits of \$1.60 (\$0.128 RST) effective May 1, 2010, \$1.63 (\$0.130 RST) effective May 1, 2011 and \$1.68 (\$0.134 RST) effective May 1, 2012. The hourly rates shown above have been reduced by the amounts of Local 527 working dues and OPDC working dues.										

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

<b>Local 527 - Asbestos Journeyman</b>										
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	OPDC Dues	Tri-Fund	Total Pkg.	WD Ded.	Ind. Fund
05/01/09	26.06	2.60	3.40	4.82	--	0.35	0.05	37.28	--	0.05
05/01/10	26.56	2.66	3.47	5.32	--	0.35	0.05	38.41	--	0.20
05/01/11	27.06	2.71	3.54	5.82	--	0.35	0.05	39.53	--	0.20
05/01/12	27.76	2.78	3.64	6.07	--	0.35	0.05	40.65	--	0.20
<b>Local 527 - Journeyman's Assistant</b>										
05/01/09	21.51	2.15	3.40	4.82	--	0.35	0.05	32.28	--	0.05
05/01/10	21.88	2.19	3.47	5.32	--	0.35	0.05	33.26	--	0.20
05/01/11	22.25	2.23	3.54	5.82	--	0.35	0.05	34.24	--	0.20
05/01/12	22.82	2.28	3.64	6.07	--	0.35	0.05	35.21	--	0.20
<b>Local 527 - Working Foreman</b>										
05/01/09	26.97	2.69	3.40	4.82	--	0.35	0.05	38.28	--	0.05
05/01/10	27.50	2.75	3.47	5.32	--	0.35	0.05	39.440	--	0.20
05/01/11	28.03	2.803	3.54	5.82	--	0.35	0.05	40.593	--	0.20
05/01/12	28.76	2.876	3.64	6.07	--	0.35	0.05	41.746	--	0.20
<p>Vacation Pay: Ten percent (10%) of gross wages.</p> <p>Local 527 working dues are included with Welfare Benefits; RST is payable on H&amp;W benefits of \$1.60 (\$0.128 RST) effective May 1, 2010, \$1.63 (\$0.130 RST) effective May 1, 2011 and \$1.68 (\$0.134 RST) effective May 1, 2012.</p> <p>The hourly rates shown above have been reduced by the amounts of Local 527 working dues and OPDC working dues.</p> <p>Note: For any asbestos workers who are employed by an Employer who is bound to this Agreement at the date of its ratification, whose total wage package exceeds the amount that would otherwise apply under this Agreement, then the total wage package applicable under the previous Agreement shall continue to apply.</p>										

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

<b>Local 527 - Asbestos Journeyman</b>										
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>OPDC Dues</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>Ind. Fund</b>
05/01/09	26.06	2.60	3.40	4.82	--	0.35	0.05	37.28	--	0.05
05/01/10	26.22	2.62	3.47	5.32	--	0.35	0.05	38.03	--	0.20
05/01/11	26.38	2.64	3.54	5.82	--	0.35	0.05	38.78	--	0.20
05/01/12	26.75	2.67	3.64	6.07	--	0.35	0.05	39.53	--	0.20
<b>Local 527 - Journeyman's Assistant</b>										
05/01/09	21.51	2.15	3.40	4.82	--	0.35	0.05	32.28	--	0.05
05/01/10	21.58	2.16	3.47	5.32	--	0.35	0.05	32.93	--	0.20
05/01/11	21.65	2.17	3.54	5.82	--	0.35	0.05	33.58	--	0.20
05/01/12	21.93	2.19	3.64	6.07	--	0.35	0.05	34.23	--	0.20
<b>Local 527 - Working Foreman</b>										
05/01/09	26.97	2.69	3.40	4.82	--	0.35	0.05	38.28	--	0.05
05/01/10	27.15	2.715	3.47	5.32	--	0.35	0.05	39.06	--	0.20
05/01/11	27.33	2.733	3.54	5.82	--	0.35	0.05	39.82	--	0.20
05/01/12	27.71	2.771	3.64	6.07	--	0.35	0.05	40.59	--	0.20
<p>Vacation Pay: Ten percent (10%) of gross wages.            Local 527 working dues are included with Welfare Benefits; RST is payable on H&amp;W benefits of \$1.60 (\$0.128 RST) effective May 1, 2010, \$1.63 (\$0.130 RST) effective May 1, 2011 and \$1.68 (\$0.134 RST) effective May 1, 2012.            The hourly rates shown above have been reduced by the amounts of Local 527 working dues and OPDC working dues.            Note: For any asbestos workers who are employed by an Employer who is bound to this Agreement at the date of its ratification, whose total wage package exceeds the amount that would otherwise apply under this Agreement, then the total wage package applicable under the previous Agreement shall continue to apply.</p>										



## **LOCAL UNION SCHEDULE FOR 607**

### **ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE**

1.01. Effective May 1, 2010, when employees are required to stay overnight at a remote job location, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of fifty dollars (\$50.00) per day.

1.02. Effective May 1, 2010 when employees are required to stay overnight at a remote job location, on a Saturday or Sunday, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of sixty dollars (\$60.00) per day.

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

### **ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE**

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

ZONE 1 (free Zone No Mileage or Allowance)

All employees who are required to report to a project within forty (40) radius from the Employee' permanent residence shall be considered to work in ZONE 1.

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

The employer agrees to arrange for employees to be picked up at

convenient locations when travelling to and from projects located in Zone II.

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

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

CONDITIONS RE: ZONES II AND III

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

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

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

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

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

### **ARTICLE 4 - USE OF PERSONAL VEHICLES**

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

4.01. ZONE II – The employee will be paid the greater of a mileage expense of Forty-five Cents (\$0.45) per kilometer to and from the project

OR Eleven Dollars (\$11.00) per day Travel Allowance.

No repercussions shall be given to an employee not complying with such request.

All other employees traveling to projects as passengers within ZONE II will be paid Eleven Dollars (\$11.00) per day for daily Travel Allowance.

4.02. ZONE III – The employee will be paid a mileage expense of Forty-five Cents (\$0.45) per kilometer for the personal use of his/her vehicle, and also will be paid the Fifteen Dollars (\$15.00) per hour to and from the jobsite for Travel Allowance.

All other Employees traveling to projects as a passenger within ZONE III will be paid Fifteen Dollars (\$15.00) per hour for daily Travel Allowance to and from the projects.

No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## **ARTICLE 5 - OUT OF TOWN TRAVEL – (IN PROVINCE)**

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

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

5.02. They shall have transportation paid for or supplied from the destination point back to the “point of origin” and return, at least once every two (2) weeks if the job location is beyond a four hundred and eighty (480) kilometer radius of the Employer’s Head Office and within the Province of Ontario. In the case of Local 607 the Employer’s Head Office shall be deemed to be The Employee’s Permanent Residence.

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

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

5.05. Where Key Men are required to work beyond the Province of Ontario boundaries, they shall not be paid less than the home-based conditions contained herein. The Key Men will also be guaranteed nine (9) hours per day.

## **ARTICLE 6 - ALL TRAVEL ZONES**

6.01. If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of Forty-five Cents (\$0.45) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

6.02. The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s). Parking shall be located in close proximity to the jobsite.

## **ARTICLE 7 - TRAVEL HOURS & PAY**

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

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



## **ARTICLE 8 - RATIO OF WORKERS**

(Demolition Apprenticeship Program)

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

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

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

All other provisions of this Collective Agreement apply.

## **ARTICLE 9 - APPRENTICESHIP RATES**

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

Apprentice Level 2 601-1200 hours – seventy-five percent (75%) of journeyman's rate

Apprentice Level 3– 1201-1800 hours – eighty percent (80%) of journeyman's rate

Apprentice Level 4– 1801-2400 hours – ninety percent (90%) of journeyman's rate

## ARTICLE 10 - WAGE SCHEDULES

### Demolition Rates and Classifications Local 607

Local 607 - Labourer										
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind Fund
05/01/09	23.13	2.31	2.90	7.02	0.35	0.05	36.01	0.69	0.35	0.05
05/01/10	24.25	2.42	3.00	7.02	0.35	0.05	37.09	0.73	0.35	0.20
05/01/11	25.14	2.51	3.10	7.02	0.35	0.05	38.17	0.75	0.35	0.20
05/01/12	25.98	2.60	3.20	7.02	0.40	0.05	39.25	0.78	0.35	0.20
Local 607 - Truck Driver, Qualified Burner (Torchman)										
05/01/09	25.24	2.31	2.90	7.02	0.35	0.05	38.12	0.69	0.35	0.05
05/01/10	26.22	2.62	3.00	7.02	0.35	0.05	39.26	0.73	0.35	0.20
05/01/11	27.16	2.72	3.10	7.02	0.35	0.05	40.40	0.75	0.35	0.20
05/01/12	28.06	2.81	3.20	7.02	0.40	0.05	41.54	0.78	0.35	0.20
Local 607 - Machine Operator										
05/01/09	26.41	2.64	2.90	7.02	0.35	0.05	39.62	0.69	0.35	0.05
05/01/10	27.63	2.76	3.00	7.02	0.35	0.05	40.81	0.73	0.35	0.20
05/01/11	28.62	2.86	3.10	7.02	0.35	0.05	42.00	0.75	0.35	0.20
05/01/12	29.56	2.96	3.20	7.02	0.40	0.05	43.19	0.78	0.35	0.20
Vacation Pay: Ten percent (10%) of gross wages. The Working Foreman will be paid one dollar and fifty cents (\$1.50) above the highest hourly rate.										

## Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 607

<b>Local 607 - Asbestos Journeyman</b>										
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>OPDC</b>	<b>Ind. Fund</b>
05/01/09	26.06	2.60	3.40	4.82	0.35	0.05	37.28	0.69	0.35	0.05
05/01/10	26.98	2.70	3.00	5.32	0.35	0.05	38.40	0.73	0.35	0.20
05/01/11	27.45	2.75	3.10	5.82	0.35	0.05	39.52	0.75	0.35	0.20
05/01/12	27.88	2.79	3.20	6.32	0.40	0.05	40.64	0.78	0.35	0.20
<b>Local 607 - Journeyman's Assistant</b>										
05/01/09	21.51	2.15	3.40	4.82	0.35	0.05	32.28	0.69	0.35	0.05
05/01/10	22.30	2.23	3.00	5.32	0.35	0.05	33.25	0.73	0.35	0.20
05/01/11	22.64	2.26	3.10	5.82	0.35	0.05	34.22	0.75	0.35	0.20
05/01/12	22.93	2.29	3.20	6.32	0.40	0.05	35.19	0.78	0.35	0.20
<b>Local 607 - Working Foreman</b>										
05/01/09	26.97	2.69	3.40	4.82	0.35	0.05	38.28	0.69	0.35	0.05
05/01/10	27.92	2.79	3.00	5.32	0.35	0.05	39.43	0.73	0.35	0.20
05/01/11	28.42	2.84	3.10	5.82	0.35	0.05	40.58	0.75	0.35	0.20
05/01/12	28.87	2.89	3.20	6.32	0.40	0.05	41.73	0.78	0.35	0.20

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

<b>Local 607 - Asbestos Journeyman</b>										
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>OPDC Dues</b>	<b>Ind. Fund</b>
05/01/09	26.06	2.60	3.40	4.82	0.35	0.05	37.28	0.69	0.35	0.05
05/01/10	26.65	2.66	3.00	5.32	0.35	0.05	38.03	0.73	0.35	0.20
05/01/11	26.78	2.68	3.10	5.82	0.35	0.05	38.78	0.75	0.35	0.20
05/01/12	27.87	2.69	3.20	6.32	0.40	0.05	39.53	0.78	0.35	0.20
<b>Local 607 - Journeyman's Assistant</b>										
05/01/09	21.51	2.15	3.40	4.82	0.35	0.05	32.28	0.69	0.35	0.05
05/01/10	22.01	2.20	3.00	5.32	0.35	0.05	32.93	0.73	0.35	0.20
05/01/11	22.05	2.21	3.10	5.82	0.35	0.05	33.58	0.75	0.35	0.20
05/01/12	22.05	2.21	3.20	6.32	0.40	0.05	34.23	0.78	0.35	0.20
<b>Local 607 - Working Foreman</b>										
05/01/09	26.97	2.69	3.40	4.82	0.35	0.05	38.28	0.69	0.35	0.05
05/01/10	27.57	2.76	3.00	5.32	0.35	0.05	39.05	0.73	0.35	0.20
05/01/11	27.73	2.77	3.10	5.82	0.35	0.05	39.82	0.75	0.35	0.20
05/01/12	27.84	2.78	3.20	6.32	0.40	0.05	40.59	0.78	0.35	0.20
Vacation Pay: Ten percent (10%) of gross wages.										

## **LOCAL UNION SCHEDULE FOR 625**

### **ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE**

1.01. Effective May 1, 2010, when employees are required to stay overnight at a remote job location, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of fifty dollars (\$50.00) per day.

1.02. Effective May 1, 2010 when employees are required to stay overnight at a remote job location, on a Saturday or Sunday, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of sixty dollars (\$60.00) per day.

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

### **ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE**

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

ZONE 1 (free Zone No Mileage or Allowance)

All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

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

Zone III – Outside of 80 kilometres from Local Jurisdiction City Hall

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

**CONDITIONS RE: ZONES II AND III**

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

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

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

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

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

**ARTICLE 4 - USE OF PERSONAL VEHICLES**

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

4.01. ZONE II – The employee will be paid the greater of a mileage expense of Forty-five Cents (\$0.45) per kilometer to and from the project OR Eleven Dollars (\$11.00) per day Travel Allowance.

No repercussions shall be given to an employee not complying with such request.

All other employees traveling to projects as passengers within ZONE II will be paid Eleven Dollars (\$11.00) per day for daily Travel Allowance.

4.02. ZONE III – The employee will be paid a mileage expense of Forty-five Cents (\$0.45) per kilometer for the personal use of his/her vehicle, and

also will be paid the Fifteen Dollars (\$15.00) per hour to and from the jobsite for Travel Allowance.

All other Employees traveling to projects as a passenger within ZONE III will be paid Fifteen Dollars (\$15.00) per hour for daily Travel Allowance to and from the projects.

No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## **ARTICLE 5 - OUT OF TOWN TRAVEL – (IN PROVINCE)**

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

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

5.02. They shall have transportation paid for or supplied from the destination point back to the “point of origin” and return, at least once every two (2) weeks if the job location is beyond a four hundred and eighty (480) kilometer radius of the Employer’s Head Office and within the Province of Ontario. In the case of Local 625, the Employer’s Head Office shall be deemed to be Local Jurisdiction City Hall.

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

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

5.05. Where Key Men are required to work beyond the Province of Ontario boundaries, they shall not be paid less than the home-based conditions contained herein. The Key Men will also be guaranteed nine (9) hours per day.

## **ARTICLE 6 - ALL TRAVEL ZONES**

6.01. If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of Forty-five Cents (\$0.45) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

6.02. The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s). Parking shall be located in close proximity to the jobsite.

## **ARTICLE 7 - TRAVEL HOURS & PAY**

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

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



## ARTICLE 8 - WAGE SCHEDULE

### Demolition Rates and Classifications Local 625

Local 625 - Labourer													
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Legal Fund	Pens.	Train. Fund	Tri-Fund	Total Pkg.	Group RRSP	WD Ded.	Org. Fund	OPDC Dues	Ind. Fund
05/01/09	29.81	2.38	2.05	0.05	3.62	0.20	0.05	38.16	1.00	0.62	0.25	0.35	0.05
05/01/10	30.26	2.42	2.15	0.05	4.12	0.25	0.05	39.30	1.00	0.61	0.30	0.35	0.20
05/01/11	30.76	2.46	2.25	0.05	4.62	0.25	0.05	40.44	1.00	0.62	0.31	0.35	0.20
05/01/12	31.26	2.50	2.35	0.05	5.12	0.25	0.05	41.58	1.00	0.63	0.32	0.35	0.20
Local 625 - Truck Driver, Qualified Burner (Torchman)													
05/01/09	31.62	2.52	2.05	0.05	3.62	0.20	0.05	40.11	1.00	0.65	0.25	0.35	0.05
05/01/10	32.12	2.57	2.15	0.05	4.12	0.25	0.05	41.31	1.00	0.65	0.33	0.35	0.20
05/01/11	32.68	2.61	2.25	0.05	4.62	0.25	0.05	42.51	1.00	0.66	0.33	0.35	0.20
05/01/12	33.24	2.65	2.35	0.05	5.12	0.25	0.05	43.71	1.00	0.67	0.34	0.35	0.20
Local 625 - Machine Operator													
05/01/09	33.01	2.63	2.05	0.05	3.62	0.20	0.05	41.61	1.00	0.68	0.25	0.35	0.05
05/01/10	33.56	2.68	2.15	0.05	4.12	0.25	0.05	42.86	1.00	0.68	0.34	0.35	0.20
05/01/11	34.16	2.73	2.25	0.05	4.62	0.25	0.05	44.11	1.00	0.69	0.35	0.35	0.20
05/01/12	34.76	2.78	2.35	0.05	5.12	0.25	0.05	45.36	1.00	0.70	0.35	0.35	0.20
Vacation Pay: Eight percent (8%) of gross wages.													
Group RRSP - See Master Portion - Article 24.14.													
The Working Foreman will be paid one dollar & fifty cents (\$1.50) above the highest hourly rate.													

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

Local 625 - Journeyman & Interior Demolition													
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Legal Fund	Pens.	Train. Fund	Tri-Fund	Total Pkg.	Group RRSP	WD Ded.	Org. Fund	OPDC Dues	Ind. Fund
05/01/09	29.81	2.38	2.05	0.05	3.62	0.20	0.05	38.16	1.00	0.61	0.25	0.35	0.05
05/01/10	30.26	2.42	2.15	0.05	4.12	0.25	0.05	39.30	1.00	0.60	0.30	0.35	0.20
05/01/11	30.76	2.46	2.25	0.05	4.62	0.25	0.05	40.44	1.00	0.61	0.30	0.35	0.20
05/01/12	31.26	2.50	2.35	0.05	5.12	0.25	0.05	41.58	1.00	0.61	0.31	0.35	0.20
Local 625 - Journeyman's Assistant													
05/01/09	25.18	2.01	2.05	0.05	3.62	0.20	0.05	33.16	1.00	0.52	0.25	0.35	0.05
05/01/10	25.49	2.04	2.15	0.05	4.12	0.25	0.05	34.15	1.00	0.51	0.26	0.35	0.20
05/01/11	25.86	2.06	2.25	0.05	4.62	0.25	0.05	35.14	1.00	0.51	0.26	0.35	0.20
05/01/12	26.22	2.09	2.35	0.05	5.12	0.25	0.05	36.13	1.00	0.51	0.26	0.35	0.20

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

Local 625 - Journeyman													
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Legal Fund	Pens.	Train. Fund	Tri-Fund	Total Pkg.	Group RRSP	WD Ded.	Org. Fund	OPDC Dues	Ind. Fund
05/01/09	29.81	2.38	2.05	0.05	3.62	0.20	0.05	38.16	1.00	0.61	0.25	0.35	0.05
05/01/10	29.90	2.40	2.15	0.05	4.12	0.25	0.05	38.92	1.00	0.60	0.30	0.35	0.20
05/01/11	30.06	2.40	2.25	0.05	4.62	0.25	0.05	39.68	1.00	0.61	0.30	0.35	0.20
05/01/12	30.21	2.41	2.35	0.05	5.12	0.25	0.05	40.44	1.00	0.61	0.31	0.35	0.20
Local 625 - Journeyman's Assistant													
05/01/09	25.18	2.01	2.05	0.05	3.62	0.20	0.05	33.16	1.00	0.52	0.25	0.35	0.05
05/01/10	25.19	2.01	2.15	0.05	4.12	0.25	0.05	33.82	1.00	0.51	0.26	0.35	0.20
05/01/11	25.24	2.02	2.25	0.05	4.62	0.25	0.05	34.48	1.00	0.51	0.26	0.35	0.20
05/01/12	25.30	2.02	2.35	0.05	5.12	0.25	0.05	35.14	1.00	0.51	0.26	0.35	0.20

## **LOCAL UNION SCHEDULE FOR 837**

### **ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE**

1.01. Effective May 1, 2010, when employees are required to stay overnight at a remote job location, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of fifty dollars (\$50.00) per day.

1.02. Effective May 1, 2010 when employees are required to stay overnight at a remote job location, on a Saturday or Sunday, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of sixty dollars (\$60.00) per day.

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

### **ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE**

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

ZONE 1 (free Zone No Mileage or Allowance)

All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

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

Zone III – Outside of 80 kilometres from Local Jurisdiction City Hall

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

CONDITIONS RE: ZONES II AND III

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

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

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

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

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

**ARTICLE 4 - USE OF PERSONAL VEHICLES**

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

4.01. ZONE II – The employee will be paid the greater of a mileage expense of Forty-five Cents (\$0.45) per kilometer to and from the project OR Eleven Dollars (\$11.00) per day Travel Allowance.

No repercussions shall be given to an employee not complying with such request.

All other employees traveling to projects as passengers within ZONE II will be paid Eleven Dollars (\$11.00) per day for daily Travel Allowance.

4.02. ZONE III – The employee will be paid a mileage expense of Forty-five Cents (\$0.45) per kilometer for the personal use of his/her vehicle, and also will be paid the Fifteen Dollars (\$15.00) per hour to and from the jobsite for Travel Allowance.

All other Employees traveling to projects as a passenger within ZONE III will be paid Fifteen Dollars (\$15.00) per hour for daily Travel Allowance to and from the projects.

No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## **ARTICLE 5 - OUT OF TOWN TRAVEL – (IN PROVINCE)**

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

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

5.02. They shall have transportation paid for or supplied from the destination point back to the “point of origin” and return, at least once every two (2) weeks if the job location is beyond a four hundred and eighty (480) kilometer radius of the Employer’s Head Office and within the Province of Ontario. In the case of Local 837, the Employer’s Head Office shall be deemed to be Local Jurisdiction City Hall.

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

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

5.05. Where Key Men are required to work beyond the Province of Ontario boundaries, they shall not be paid less than the home-based conditions contained herein. The Key Men will also be guaranteed nine (9) hours per day.

## **ARTICLE 6 - ALL TRAVEL ZONES**

6.01. If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of Forty-five Cents (\$0.45) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

6.02. The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s). Parking shall be located in close proximity to the jobsite.

## **ARTICLE 7 - TRAVEL HOURS & PAY**

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

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

## **ARTICLE 8 - RATIO OF WORKERS**

(Demolition Apprenticeship Program)

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

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

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

## ARTICLE 9 - WAGE SCHEDULE

### Demolition Rates and Classifications Local 837

Local 837 - Labourer											
Effective Date	Hourly Rate	Vac. Pay	Welfare & Dent	Pens.	Train. Fund	Occup. Hlth.	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	26.23	2.62	2.85	6.10	0.30	0.07	0.05	38.22	3%	0.35	0.05
05/01/10	26.36	2.64	2.85	7.10	0.30	0.07	0.05	39.37	3%	0.35	0.20
05/01/11	26.95	2.70	2.85	7.60	0.30	0.07	0.05	40.52	3%	0.35	0.20
05/01/12	27.55	2.75	2.85	8.10	0.30	0.07	0.05	41.67	3%	0.35	0.20
Local 837 - Truck Driver, Qualified Burner (Torchman)											
05/01/09	28.14	2.81	2.85	6.10	0.30	0.07	0.05	40.32	3%	0.35	0.05
05/01/10	28.33	2.83	2.85	7.10	0.30	0.07	0.05	41.53	3%	0.35	0.20
05/01/11	28.97	2.90	2.85	7.60	0.30	0.07	0.05	42.74	3%	0.35	0.20
05/01/12	29.62	2.96	2.85	8.10	0.30	0.07	0.05	43.95	3%	0.35	0.20
Local 837 - Machine Operator											
05/01/09	29.50	2.95	2.85	6.10	0.30	0.07	0.05	41.82	3%	0.35	0.05
05/01/10	29.73	2.97	2.85	7.10	0.30	0.07	0.05	43.07	3%	0.35	0.20
05/01/11	30.41	3.04	2.85	7.60	0.30	0.07	0.05	44.32	3%	0.35	0.20
05/01/12	31.09	3.11	2.85	8.10	0.30	0.07	0.05	45.57	3%	0.35	0.20

## Demolition Rates and Classifications Local 837-continued

Local 837 - Foreman											
Effective Date	Hourly Rate	Vac. Pay	Welfare & Dent	Pens.	Train. Fund	Occup. Hlth.	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	31.00	3.10	2.85	6.10	0.30	0.07	0.05	43.47	3%	0.35	0.05
05/01/10	31.27	3.13	2.85	7.10	0.30	0.07	0.05	44.77	3%	0.35	0.20
05/01/11	32.00	3.20	2.85	7.60	0.30	0.07	0.05	46.07	3%	0.35	0.20
05/01/12	32.73	3.27	2.85	8.10	0.30	0.07	0.05	47.37	3%	0.35	0.20
Vacation Pay: Ten percent (10%) of gross wages shall be remitted to the Local 837 Vacation Pay Trust Fund.											

Demolition Rates and Classifications Local 837  
Demolition Apprenticeship Program

Local 837 - Apprentice - First 900 hours - 70%											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri Fund	OCC Health	Total Pkg.	Admin Fund	ODC W.D.	Ind. Fund
05/01/10	22.07	2.21	2.85	--	0.30	0.05	0.07	27.55	3%	0.35	0.20
05/01/11	22.80	2.28	2.85	--	0.30	0.05	0.07	28.35	3%	0.35	0.20
05/01/12	23.53	2.35	2.85	--	0.30	0.05	0.07	29.15	3%	0.35	0.20
Local 837 - Apprentice - Second 900 hours - 80%											
05/01/10	19.21	1.92	2.85	7.10	0.30	0.05	0.07	31.50	3%	0.35	0.20
05/01/11	19.59	1.96	2.85	7.60	0.30	0.05	0.07	32.42	3%	0.35	0.20
05/01/12	19.97	2.00	2.85	8.10	0.30	0.05	0.07	33.34	3%	0.35	0.20



## Demolition Rates and Classifications Local 837

### Demolition Apprenticeship Program - continued

<b>Local 837 - Apprentice - Final 900 hours - 90%</b>											
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>Tri Fund</b>	<b>OCC Health</b>	<b>Total Pkg.</b>	<b>Admin Fund</b>	<b>ODC W.D.</b>	<b>Ind. Fund</b>
05/01/10	22.79	2.28	2.85	7.10	0.30	0.05	0.07	35.44	3%	0.35	0.20
05/01/11	23.27	2.33	2.85	7.60	0.30	0.05	0.07	36.47	3%	0.35	0.20
05/01/12	23.75	2.38	2.85	8.10	0.30	0.05	0.07	37.50	3%	0.35	0.20

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

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

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

## Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 837

<b>Asbestos Journeyman</b>											
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>Tri Fund</b>	<b>OCC Health</b>	<b>Total Pkg.</b>	<b>Admin Fund</b>	<b>ODC W.D.</b>	<b>Ind. Fund</b>
05/01/10	26.36	2.64	2.85	7.10	0.30	0.05	0.07	39.37	3%	0.35	0.20
05/01/11	26.95	2.70	2.85	7.60	0.30	0.05	0.07	40.52	3%	0.35	0.20
05/01/12	27.55	2.75	2.85	8.10	0.30	0.05	0.07	41.67	3%	0.35	0.20

<b>Journeyman's Assistant</b>											
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>Tri Fund</b>	<b>OCC Health</b>	<b>Total Pkg.</b>	<b>Admin Fund</b>	<b>ODC W.D.</b>	<b>Ind. Fund</b>
05/01/10	21.21	2.12	2.85	7.10	0.30	0.05	0.07	33.70	3%	0.35	0.20
05/01/11	21.65	2.16	2.85	7.60	0.30	0.05	0.07	34.68	3%	0.35	0.20
05/01/12	22.08	2.21	2.85	8.10	0.30	0.05	0.07	35.66	3%	0.35	0.20

## Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 837 - continued

General Labourer: Asbestos											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri Fund	OCC Health	Total Pkg.	Admin Fund	ODC W.D.	Ind. Fund
05/01/10	17.39	1.74	2.85	7.10	0.30	0.05	0.07	29.50	3%	0.35	0.20
05/01/11	17.72	1.77	2.85	7.60	0.30	0.05	0.07	30.36	3%	0.35	0.20
05/01/12	18.05	1.80	2.85	8.10	0.30	0.05	0.07	31.22	3%	0.35	0.20

\*Industry Fund: The Employer shall contribute twenty cents (\$0.20) per hour for each hour earned per employee to the Industry Fund and remit in accordance with Article 4.06 of Master Portion.

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

## Asbestos Abatement - Mould/Lead Rates and Classifications Local 837 (For projects that contain no type of demolition work)

Asbestos Journeyman											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri Fund	OCC Health	Total Pkg.	Admin Fund	ODC W.D.	Ind. Fund
05/01/10	26.01	2.60	2.85	7.10	0.30	0.05	0.07	38.98	3%	0.35	0.20
05/01/11	26.25	2.62	2.85	7.60	0.30	0.05	0.07	39.74	3%	0.35	0.20
05/01/12	26.48	2.65	2.85	8.10	0.30	0.05	0.07	40.50	3%	0.35	0.20

Journeyman's Assistant											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri Fund	OCC Health	Total Pkg.	Admin Fund	ODC W.D.	Ind. Fund
05/01/10	20.91	2.09	2.85	7.10	0.30	0.05	0.07	33.37	3%	0.35	0.20
05/01/11	21.05	2.10	2.85	7.60	0.30	0.05	0.07	34.02	3%	0.35	0.20
05/01/12	21.18	2.12	2.85	8.10	0.30	0.05	0.07	34.67	3%	0.35	0.20

General Labourer: Asbestos											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri Fund	OCC Health	Total Pkg.	Admin Fund	ODC W.D.	Ind. Fund
05/01/10	17.13	1.71	2.85	7.10	0.30	0.05	0.07	29.21	3%	0.35	0.20
05/01/11	17.19	1.72	2.85	7.60	0.30	0.05	0.07	29.78	3%	0.35	0.20
05/01/12	17.25	1.73	2.85	8.10	0.30	0.05	0.07	30.35	3%	0.35	0.20

\*Industry Fund: The Employer shall contribute twenty cents (\$0.20) per hour for each hour earned per employee to the Industry Fund and remit in accordance with Article 4.06 of Master Portion.

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

## **LOCAL UNION SCHEDULE FOR 1036**

### **ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE**

1.01. Effective May 1, 2010, when employees are required to stay overnight at a remote job location, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of fifty dollars (\$50.00) per day.

1.02 Effective May 1, 2010 when employees are required to stay overnight at a remote job location, on a Saturday or Sunday, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of sixty dollars (\$60.00) per day.

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

### **ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE**

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

ZONE 1 (free Zone No Mileage or Allowance)

All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

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

Zone III – Outside of 80 kilometres from Local Jurisdiction City Hall

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

## CONDITIONS RE: ZONES II AND III

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

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

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

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

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

### **ARTICLE 4 - USE OF PERSONAL VEHICLES**

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

4.01. ZONE II – The employee will be paid the greater of a mileage expense of Forty-five Cents (\$0.45) per kilometer to and from the project OR Eleven Dollars (\$11.00) per day Travel Allowance.

No repercussions shall be given to an employee not complying with such request.

All other employees traveling to projects as passengers within ZONE II will be paid Eleven Dollars (\$11.00) per day for daily Travel Allowance.

4.02. ZONE III – The employee will be paid a mileage expense of Forty-five Cents (\$0.45) per kilometer for the personal use of his/her vehicle, and

also will be paid the Fifteen Dollars (\$15.00) per hour to and from the jobsite for Travel Allowance.

All other Employees traveling to projects as a passenger within ZONE III will be paid Fifteen Dollars (\$15.00) per hour for daily Travel Allowance to and from the projects.

No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## **ARTICLE 5 - OUT OF TOWN TRAVEL – (IN PROVINCE)**

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

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

5.02. They shall have transportation paid for or supplied from the destination point back to the “point of origin” and return, at least once every two (2) weeks if the job location is beyond a four hundred and eighty (480) kilometer radius of the Employer’s Head Office and within the Province of Ontario. In the case of Local 1036, the Employer’s Head Office shall be deemed to be Local Jurisdiction City Hall.

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

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

5.05. Where Key Men are required to work beyond the Province of Ontario boundaries, they shall not be paid less than the home-based conditions contained herein. The Key Men will also be guaranteed nine (9) hours per day.

## **ARTICLE 6 - ALL TRAVEL ZONES**

6.01. If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of Forty-five Cents (\$0.45) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

6.02. The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s). Parking shall be located in close proximity to the jobsite.

## **ARTICLE 7 - TRAVEL HOURS & PAY**

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

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

## ARTICLE 8 - EXEMPTIONS OR AMENDMENTS

8.01 Work within the scope of this Agreement performed in mining, smelting, refining, steel or other metal manufacturing, pulp and paper mills, and electrical power systems installations and projects in the geographic region for Local 1036; in which case, for such work, the terms and conditions of the Provincial Agreement between the Employer Bargaining Agency - Labourers' and the Labourers' International Union of North America and the Labourers' International Union of North America, Ontario Provincial District Council applicable in the industrial, commercial and institutional sector of the construction industry, in force from time to time, shall apply, save and except that the labourer's rate of wages as outlined in the following schedule:

Local 1036 - Labourer										
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/10	27.94	2.79	2.52	5.80	0.25	0.05	39.35	1.10	0.35	0.20
05/01/11	28.52	2.85	2.52	6.30	0.25	0.05	40.49	1.10	0.35	0.20
05/01/12	29.10	2.91	2.52	6.80	0.25	0.05	41.63	1.10	0.35	0.20

## ARTICLE 9 - WAGE SCHEDULES

### Demolition Rates and Classifications Local 1036

Local 1036 - Labourer										
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	25.12	2.50	2.60	5.50	0.25	0.05	36.02	1.20	0.35	0.05
05/01/10	25.63	2.56	2.62	6.00	0.25	0.05	37.11	1.20	0.35	0.20
05/01/11	26.16	2.61	2.62	6.50	0.25	0.05	38.19	1.20	0.35	0.20
05/01/12	26.59	2.66	2.62	7.10	0.25	0.05	39.27	1.20	0.35	0.20
Local 1036 - Truck Driver, Qualified Burner (Torchman)										
05/01/09	27.05	2.70	2.60	5.50	0.25	0.05	38.15	1.20	0.35	0.05
05/01/10	27.62	2.76	2.62	6.00	0.25	0.05	39.30	1.20	0.35	0.20
05/01/11	28.19	2.82	2.62	6.50	0.25	0.05	40.43	1.20	0.35	0.20
05/01/12	28.69	2.87	2.62	7.10	0.25	0.05	41.58	1.20	0.35	0.20
Local 1036 - Machine Operator										
05/01/09	28.41	2.84	2.60	5.50	0.25	0.05	39.65	1.20	0.35	0.05
05/01/10	29.03	2.90	2.62	6.00	0.25	0.05	40.85	1.20	0.35	0.20
05/01/11	29.65	2.96	2.62	6.50	0.25	0.05	42.03	1.20	0.35	0.20
05/01/12	30.17	3.02	2.62	7.10	0.25-	0.05	43.21	1.20	0.35	0.20
Vacation Pay: Ten percent (10%) of gross wages. The Working Foreman will be paid One dollar and fifty cents (\$1.50) above the highest hourly rate.										



### Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 1036

Local 1036 - Asbestos Journeyman										
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/10	26.81	2.68	2.62	6.00	0.25	0.05	38.41	1.20	0.35	0.20
05/01/11	27.37	2.74	2.62	6.50	0.25	0.05	39.53	1.20	0.35	0.20
05/01/12	27.85	2.78	2.62	7.10	0.25	0.05	40.65	1.20	0.35	0.20
Local 1036 - Journeyman's Assistant										
05/01/10	22.83	2.28	2.62	6.00	0.25	0.05	34.03	1.20	0.35	0.20
05/01/11	23.27	2.33	2.62	6.50	0.25	0.05	35.02	1.20	0.35	0.20
05/01/12	23.63	2.36	2.62	7.10	0.25	0.05	36.01	1.20	0.35	0.20

### Asbestos Abatement - Mould/Lead Rates and Classifications Local 1036 (For projects that contain no type of demolition work)

Local 1036 - Journeyman										
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/10	26.92	2.69	2.62	5.50	0.25	0.05	38.03	1.20	0.35	0.20
05/01/11	27.15	2.71	2.62	6.00	0.25	0.05	38.78	1.20	0.35	0.20
05/01/12	27.38	2.73	2.62	6.50	0.25	0.05	39.53	1.20	0.35	0.20
Local 1036 - Asbestos Journeyman Assistant										
05/01/10	22.98	2.30	2.62	5.50	0.25	0.05	33.70	1.20	0.35	0.20
05/01/11	23.14	2.30	2.62	6.00	0.25	0.05	34.36	1.20	0.35	0.20
05/01/12	23.28	2.32	2.62	6.50	0.25	0.05	35.02	1.20	0.35	0.20



## **LOCAL UNION SCHEDULE FOR 1059**

### **ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE**

1.01. Effective May 1, 2010, when employees are required to stay overnight at a remote job location, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of fifty dollars (\$50.00) per day.

1.02. Effective May 1, 2010 when employees are required to stay overnight at a remote job location, on a Saturday or Sunday, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of sixty dollars (\$60.00) per day.

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

### **ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE**

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

ZONE 1 (free Zone No Mileage or Allowance)

All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

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

Zone III – Outside of 80 kilometres from Local Jurisdiction City Hall

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

## CONDITIONS RE: ZONES II AND III

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

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

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

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

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

### **ARTICLE 4 - USE OF PERSONAL VEHICLES**

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

4.01. ZONE II – The employee will be paid the greater of a mileage expense of Forty-five Cents (\$0.45) per kilometer to and from the project OR Eleven Dollars (\$11.00) per day Travel Allowance.

No repercussions shall be given to an employee not complying with such request.

All other employees traveling to projects as passengers within ZONE II will be paid Eleven Dollars (\$11.00) per day for daily Travel Allowance.

4.02. ZONE III – The employee will be paid a mileage expense of Forty-five Cents (\$0.45) per kilometer for the personal use of his/her vehicle, and

also will be paid the Fifteen Dollars (\$15.00) per hour to and from the jobsite for Travel Allowance.

All other Employees traveling to projects as a passenger within ZONE III will be paid Fifteen Dollars (\$15.00) per hour for daily Travel Allowance to and from the projects.

No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## **ARTICLE 5 - OUT OF TOWN TRAVEL – (IN PROVINCE)**

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

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

5.02. They shall have transportation paid for or supplied from the destination point back to the “point of origin” and return, at least once every two (2) weeks if the job location is beyond a four hundred and eighty (480) kilometer radius of the Employer’s Head Office and within the Province of Ontario. In the case of Local 1059, the Employer’s Head Office shall be deemed to be Local Jurisdiction City Hall.

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

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

5.05. Where Key Men are required to work beyond the Province of Ontario boundaries, they shall not be paid less than the home-based conditions contained herein. The Key Men will also be guaranteed nine (9) hours per day.

## **ARTICLE 6 - ALL TRAVEL ZONES**

6.01. If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of Forty-five Cents (\$0.45) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

6.02. The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s). Parking shall be located in close proximity to the jobsite.

## **ARTICLE 7 - TRAVEL HOURS & PAY**

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

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

## ARTICLE 8 - WAGE SCHEDULE

### Demolition Rates and Classifications Local 1059

<b>Local 1059 - Labourer</b>											
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welfare Benefit</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>Union Admin</b>	<b>OPDC Admin</b>	<b>RRSP</b>	<b>Ind. Fund</b>
05/01/09	28.66	2.29	2.60	2.13	0.25	0.05	35.98	0.58	0.35	1.00	0.05
05/01/10	29.30	2.34	2.60	2.52	0.25	0.05	37.06	0.59	0.35	2.00	0.20
05/01/11	29.94	2.39	2.70	2.81	0.25	0.05	38.14	0.60	0.35	2.00	0.20
04/30/12	30.57	2.45	2.80	3.10	0.25	0.05	39.22	0.61	0.35	2.00	0.20
<b>Local 1059 - Truck Driver, Qualified Burner</b>											
05/01/09	30.65	2.45	2.60	2.13	0.25	0.05	38.13	0.58	0.35	1.00	0.05
05/01/10	31.34	2.51	2.60	2.52	0.25	0.05	39.27	0.59	0.35	2.00	0.20
05/01/11	32.04	2.56	2.70	2.81	0.25	0.05	40.41	0.60	0.35	2.00	0.20
04/30/12	32.73	2.62	2.80	3.10	0.25	0.05	41.55	0.61	0.35	2.00	0.20
<b>Local 1059 - Machine Operator</b>											
05/01/09	32.04	2.56	2.60	2.13	0.25	0.05	39.63	0.58	0.35	1.00	0.05
05/01/10	32.78	2.62	2.60	2.52	0.25	0.05	40.82	0.59	0.35	2.00	0.20
05/01/11	33.52	2.68	2.70	2.81	0.25	0.05	42.01	0.60	0.35	2.00	0.20
04/30/12	34.26	2.74	2.80	3.10	0.25	0.05	43.20	0.61	0.35	2.00	0.20
Vacation Pay: Eight percent (8%) of gross wages. See Master Portion - Article 24.16 - GROUP RRSP. The Working Foreman will be paid One dollar and fifty cents (\$1.50) above the highest hourly rate.											

## Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 1059

Local 1059 - Asbestos Journeyman											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Total Pkg.	Union Admin	OPDC Admin	RRSP	Ind. Fund
05/01/09	29.66	2.37	2.80	2.13	0.30	0.05	37.31	0.58	0.35	1.00	0.05
05/01/10	30.38	2.43	2.80	2.52	0.25	0.05	38.43	0.59	0.35	2.00	0.20
05/01/11	31.15	2.49	2.80	2.81	0.25	0.05	39.55	0.60	0.35	2.00	0.20
04/30/12	31.92	2.55	2.80	3.10	0.25	0.05	40.67	0.61	0.35	2.00	0.20
Local 1059 - Journeyman's Assistant											
05/01/09	25.70	2.06	2.80	2.13	0.30	0.05	33.04	0.58	0.35	1.00	0.05
05/01/10	26.31	2.10	2.80	2.52	0.25	0.05	34.03	0.59	0.35	2.00	0.20
05/01/11	26.95	2.16	2.80	2.81	0.25	0.05	35.02	0.60	0.35	2.00	0.20
04/30/12	27.60	2.21	2.80	3.10	0.25	0.05	36.01	0.61	0.35	2.00	0.20

## Asbestos Abatement - Mould/Lead Rates and Classifications Local 1059 (For projects that contain no type of demolition work)

Local 1059 - Asbestos Journeyman											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Total Pkg.	Union Admin	OPDC Admin	RRSP	Ind. Fund
05/01/09	29.66	2.37	2.80	2.13	0.30	0.05	37.31	0.58	0.35	1.00	0.05
05/01/10	30.04	2.40	2.80	2.52	0.25	0.05	38.06	0.59	0.35	2.00	0.20
05/01/11	30.46	2.44	2.80	2.81	0.25	0.05	38.81	0.60	0.35	2.00	0.20
04/30/12	30.89	2.47	2.80	3.10	0.25	0.05	39.56	0.61	0.35	2.00	0.20
Local 1059 - Journeyman's Assistant											
05/01/09	25.70	2.06	2.80	2.13	0.30	0.05	33.04	0.58	0.35	1.00	0.05
05/01/10	26.00	2.08	2.80	2.52	0.25	0.05	33.70	0.59	0.35	2.00	0.20
05/01/11	26.34	2.11	2.80	2.81	0.25	0.05	34.36	0.60	0.35	2.00	0.20
04/30/12	26.68	2.14	2.80	3.10	0.25	0.05	35.02	0.61	0.35	2.00	0.20



## **LOCAL UNION SCHEDULE FOR 1081**

### **ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE**

1.01. Effective May 1, 2010, when employees are required to stay overnight at a remote job location, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of fifty dollars (\$50.00) per day.

1.02. Effective May 1, 2010 when employees are required to stay overnight at a remote job location, on a Saturday or Sunday, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of sixty dollars (\$60.00) per day.

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

### **ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE**

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

ZONE 1 (free Zone No Mileage or Allowance)

All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

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

Zone III – Outside of 80 kilometres from Local Jurisdiction City Hall

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

### CONDITIONS RE: ZONES II AND III

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

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

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

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

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

## **ARTICLE 4 - USE OF PERSONAL VEHICLES**

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

4.01. ZONE II – The employee will be paid the greater of a mileage expense of Forty-five Cents (\$0.45) per kilometer to and from the project OR Eleven Dollars (\$11.00) per day Travel Allowance.

No repercussions shall be given to an employee not complying with such request.

All other employees traveling to projects as passengers within ZONE II will be paid Eleven Dollars (\$11.00) per day for daily Travel Allowance.

4.02. ZONE III – The employee will be paid a mileage expense of Forty-five Cents (\$0.45) per kilometer for the personal use of his/her vehicle, and also will be paid the Fifteen Dollars (\$15.00) per hour to and from the

jobsite for Travel Allowance.

All other Employees traveling to projects as a passenger within ZONE III will be paid Fifteen Dollars (\$15.00) per hour for daily Travel Allowance to and from the projects.

No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## **ARTICLE 5 - OUT OF TOWN TRAVEL – (IN PROVINCE)**

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

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

5.02. They shall have transportation paid for or supplied from the destination point back to the “point of origin” and return, at least once every two (2) weeks if the job location is beyond a four hundred and eighty (480) kilometer radius of the Employer’s Head Office and within the Province of Ontario. In the case of Local 1081, the Employer’s Head Office shall be deemed to be Local Jurisdiction City Hall.

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

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

5.05. Where Key Men are required to work beyond the Province of Ontario boundaries, they shall not be paid less than the home-based conditions contained herein. The Key Men will also be guaranteed nine (9) hours per day.

## **ARTICLE 6 - ALL TRAVEL ZONES**

6.01. If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of Forty-five Cents (\$0.45) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

6.02. The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s). Parking shall be located in close proximity to the jobsite.

## **ARTICLE 7 - TRAVEL HOURS & PAY**

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

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

## ARTICLE 8 - WAGE SCHEDULE

### Demolition Rates and Classifications Local 1081

Local 1081 - Labourer										
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	25.86	2.58	3.00	4.37	0.15	0.05	36.01	3 %	0.35	0.05
05/01/10	25.93	2.59	3.00	5.37	0.15	0.05	37.09	3 %	0.35	0.20
05/01/11	26.45	2.65	3.00	5.87	0.15	0.05	38.17	3 %	0.35	0.20
05/01/12	27.44	2.74	3.00	5.87	0.15	0.05	39.25	3 %	0.35	0.20
Local 1081 - Truck Driver, Qualified Burner (Torchman)										
05/01/09	27.77	2.78	3.00	4.37	0.15	0.05	38.12	3 %	0.35	0.05
05/01/10	27.90	2.79	3.00	5.37	0.15	0.05	39.26	3 %	0.35	0.20
05/01/11	28.48	2.85	3.00	5.87	0.15	0.05	40.40	3 %	0.35	0.20
05/01/12	29.52	2.95	3.00	5.87	0.15	0.05	41.54	3 %	0.35	0.20
Local 1081 - Machine Operator										
05/01/09	29.14	2.91	3.00	4.37	0.15	0.05	39.62	3 %	0.35	0.05
05/01/10	29.31	2.93	3.00	5.37	0.15	0.05	40.81	3 %	0.35	0.20
05/01/11	29.94	2.99	3.00	5.87	0.15	0.05	42.00	3 %	0.35	0.20
05/01/12	31.02	3.10	3.00	5.87	0.15	0.05	43.19	3 %	0.35	0.20
Local 1081 - Foreman										
05/01/09	30.05	3.00	3.00	4.37	0.15	0.05	40.62	3 %	0.35	0.05
05/01/10	30.25	3.02	3.00	5.37	0.15	0.05	41.84	3 %	0.35	0.20
05/01/11	30.90	3.09	3.00	5.87	0.15	0.05	43.06	3 %	0.35	0.20
05/01/12	32.01	3.20	3.00	5.87	0.15	0.05	44.28	3 %	0.35	0.20
Vacation Pay: Ten percent (10%) of gross wages.										

### Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 1081

Local 1081 - Asbestos Journeyman										
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/10	27.79	2.78	3.00	5.37	0.15	0.05	39.14	3%	0.35	0.20
05/01/11	28.37	2.84	3.00	5.87	0.15	0.05	40.28	3%	0.35	0.20
05/01/12	29.41	2.94	3.00	5.87	0.15	0.05	41.42	3%	0.35	0.20
Local 1081 - Journeyman's Assistant										
05/01/10	22.65	2.26	3.00	5.37	0.15	0.05	33.48	3%	0.35	0.20
05/01/11	23.08	2.31	3.00	5.87	0.15	0.05	34.46	3%	0.35	0.20
05/01/12	23.97	2.40	3.00	5.87	0.15	0.05	35.44	3%	0.35	0.20

### Asbestos Abatement - Mould/Lead Rates and Classifications Local 1081 (For projects that contain no type of demolition work)

Local 1081 - Journeyman										
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/10	27.45	2.74	3.00	5.37	0.15	0.05	38.76	3%	0.35	0.20
05/01/11	27.68	2.77	3.00	5.87	0.15	0.05	39.52	3%	0.35	0.20
05/01/12	28.37	2.84	3.00	5.87	0.15	0.05	40.28	3%	0.35	0.20
Local 1081 - Journeyman's Assistant										
05/01/10	22.35	2.23	3.00	5.37	0.15	0.05	33.15	3%	0.35	0.20
05/01/11	22.48	2.25	3.00	5.87	0.15	0.05	33.80	3%	0.35	0.20
05/01/12	23.07	2.31	3.00	5.87	0.15	0.05	34.45	3%	0.35	0.20

## **LOCAL UNION SCHEDULE FOR 1089**

### **ARTICLE 1 - ROOM/BOARD AND MEAL ALLOWANCE**

1.01. Effective May 1, 2010, when employees are required to stay overnight at a remote job location, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of fifty dollars (\$50.00) per day.

1.02. Effective May 1, 2010 when employees are required to stay overnight at a remote job location, on a Saturday or Sunday, they shall be provided with clean and adequate lodging and shall be paid a meal allowance of sixty dollars (\$60.00) per day.

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

### **ARTICLE 2 - TRAVEL ALLOWANCE AND MILEAGE EXPENSE**

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

ZONE 1 (free Zone No Mileage or Allowance)

All employees who are required to report to a project within forty (40) radius from City Hall shall be considered to work in ZONE 1.

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

Zone III – Outside of 80 kilometres from Local Jurisdiction City Hall

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

## CONDITIONS RE: ZONES II AND III

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

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

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

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

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

### **ARTICLE 4 - USE OF PERSONAL VEHICLES**

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

4.01. ZONE II – The employee will be paid the greater of a mileage expense of Forty-five Cents (\$0.45) per kilometer to and from the project OR Eleven Dollars (\$11.00) per day Travel Allowance.

No repercussions shall be given to an employee not complying with such request.

All other employees traveling to projects as passengers within ZONE II will be paid Eleven Dollars (\$11.00) per day for daily Travel Allowance.

4.02. ZONE III – The employee will be paid a mileage expense of Forty-five Cents (\$0.45) per kilometer for the personal use of his/her vehicle, and



also will be paid the Fifteen Dollars (\$15.00) per hour to and from the jobsite for Travel Allowance.

All other Employees traveling to projects as a passenger within ZONE III will be paid Fifteen Dollars (\$15.00) per hour for daily Travel Allowance to and from the projects.

No repercussions shall be given to an employee not complying with the request by an Employer to use his/her personal vehicle.

## **ARTICLE 5 - OUT OF TOWN TRAVEL – (IN PROVINCE)**

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

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

5.02. They shall have transportation paid for or supplied from the destination point back to the “point of origin” and return, at least once every two (2) weeks if the job location is beyond a four hundred and eighty (480) kilometer radius of the Employer’s Head Office and within the Province of Ontario. In the case of Local 1089, the Employer’s Head Office shall be deemed to be Local Jurisdiction City Hall.

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

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

5.05. Where Key Men are required to work beyond the Province of Ontario boundaries, they shall not be paid less than the home-based conditions contained herein. The Key Men will also be guaranteed nine (9) hours per day.

## **ARTICLE 6 - ALL TRAVEL ZONES**

6.01. If the Employer directs an employee to move from one jobsite to another jobsite during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the rate of Forty-five Cents (\$0.45) per kilometer for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

6.02. The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s). Parking shall be located in close proximity to the jobsite.

## **ARTICLE 7 - TRAVEL HOURS & PAY**

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

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

## ARTICLE 8 - WAGE SCHEDULE

### Demolition Rates and Classifications Local 1089

Local 1089 - Truck Driver, Qualified Burner (Torchman)											
Effective Date	Hourly Rate	Vac. Pay	Health & Welfare	Pens.	Train. Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	27.05	2.70	2.60	5.22	0.30	--	0.05	37.92	3%	0.35	0.05
05/01/10	28.85	2.31	1.75	4.20	0.40	1.50	0.05	39.06	3%	0.35	0.20
05/01/11	29.08	2.32	1.85	4.70	0.45	1.75	0.05	40.20	3%	0.35	0.20
05/01/12	29.72	2.37	1.95	5.00	0.50	1.75	0.05	41.34	3%	0.35	0.20
Local 1089 - Machine Operator											
05/01/09	28.97	2.90	2.60	5.22	0.30	--	0.05	40.04	3%	0.35	0.05
05/01/10	30.87	2.47	1.75	4.20	0.40	1.50	0.05	41.24	3%	0.35	0.20
05/01/11	31.15	2.49	1.85	4.70	0.45	1.75	0.05	42.44	3%	0.35	0.20
05/01/12	31.84	2.55	1.95	5.00	0.50	1.75	0.05	43.64	3%	0.35	0.20
Local 1089 - Foreman											
05/01/09	30.34	3.03	2.60	5.22	0.30	--	0.05	41.54	3%	0.35	0.05
05/01/10	32.31	2.58	1.75	4.20	0.40	1.50	0.05	42.79	3%	0.35	0.20
05/01/11	32.63	2.61	1.85	4.70	0.45	1.75	0.05	44.04	3%	0.35	0.20
05/01/12	33.37	2.67	1.95	5.00	0.50	1.75	0.05	45.29	3%	0.35	0.20
Vacation Pay: Eight percent (8%) of gross wages.											

## Asbestos Abatement, Remediation/Contaminated Soils and Interior Demolition Rates and Classifications Local 1089

Local 1089 - Asbestos Journeyman											
Effective Date	Hourly Rate	Vac. Pay	Health & Welfare	Pens.	Train. Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	27.94	2.24	1.70	3.70	0.40	1.25	0.05	37.28	1.18	0.35	0.05
05/01/10	28.24	2.26	1.75	4.20	0.40	1.50	0.05	38.40	1.18	0.35	0.20
05/01/11	28.45	2.27	1.85	4.70	0.45	1.75	0.05	39.52	1.22	0.35	0.20
05/01/12	29.07	2.32	1.95	5.00	0.50	1.75	0.05	40.64	1.25	0.35	0.20
Local 1089 - Journeyman's Assistant											
05/01/09	24.69	1.97	1.70	3.70	0.40	1.25	0.05	33.06	1.18	0.35	0.05
05/01/10	24.87	1.98	1.75	4.20	0.40	1.50	0.05	34.05	1.18	0.35	0.20
05/01/11	24.95	1.99	1.85	4.70	0.45	1.75	0.05	35.04	1.22	0.35	0.20
05/01/12	25.45	2.04	1.95	5.00	0.50	1.75	0.05	36.04	1.25	0.35	0.20
Vacation Pay: Eight percent (8%) of gross wages. The Working Foreman will be paid One dollar and fifty cents (\$1.50) above the highest hourly rate.											

## Asbestos Abatement - Remediation/Contaminated Soils Rates and Classifications Local 1089

(For projects that contain no type of demolition work)

<b>Local 1089 - Journeyman</b>											
Effective Date	Hourly Rate	Vac. Pay	Health & Welfare	Pens.	Train. Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	27.94	2.24	1.70	3.70	0.40	1.25	0.05	37.28	1.18	0.35	0.05
05/01/10	27.90	2.23	1.75	4.20	0.40	1.50	0.05	38.03	1.18	0.35	0.20
05/01/11	27.76	2.22	1.85	4.70	0.45	1.75	0.05	38.78	1.22	0.35	0.20
05/01/12	28.04	2.24	1.95	5.00	0.50	1.75	0.05	39.53	1.25	0.35	0.20
<b>Local 1089 - Apprentice - 1st 1000 hours (60%)</b>											
05/01/10	17.06	1.36	1.75	1.70	0.40	0.50	0.05	22.82	1.18	0.35	0.20
05/01/11	17.08	1.36	1.85	1.98	0.45	0.50	0.05	23.27	1.22	0.35	0.20
05/01/12	17.09	1.36	1.95	2.27	0.50	0.50	0.05	23.72	1.25	0.35	0.20
<b>Local 1089 - Apprentice - 2nd 1000 hours (70%)</b>											
05/01/10	20.25	1.62	1.75	1.80	0.40	0.75	0.05	26.62	1.18	0.35	0.20
05/01/11	20.33	1.62	1.85	2.10	0.45	0.75	0.05	27.15	1.22	0.35	0.20
05/01/12	20.39	1.63	1.95	2.40	0.50	0.75	0.05	27.67	1.25	0.35	0.20
<b>Local 1089 - Apprentice - 3rd 1000 hours (85%)</b>											
05/01/10	25.22	2.01	1.75	1.90	0.40	1.00	0.05	32.33	1.18	0.35	0.20
05/01/11	25.36	2.03	1.85	2.22	0.45	1.00	0.05	32.96	1.22	0.35	0.20
05/01/12	25.52	2.04	1.95	2.54	0.50	1.00	0.05	33.60	1.25	0.35	0.20
<b>Local 1089 - Journeyman's Assistant</b>											
05/01/09	24.69	1.97	1.70	3.00	0.40	1.25	0.05	33.06	1.18	0.35	0.05
05/01/10	24.56	1.96	1.75	3.50	0.40	1.50	0.05	33.72	1.18	0.35	0.20
05/01/11	24.34	1.94	1.85	4.00	0.45	1.75	0.05	34.38	1.22	0.35	0.20
05/01/12	24.53	1.96	1.95	4.30	0.50	1.75	0.05	35.04	1.25	0.35	0.20
Vacation Pay: Eight percent (8%) of gross wages.											

## ARTICLE 9 - INDUSTRIAL IN-PLANT PROJECTS

Work within the scope of this Agreement performed for any classification on "Industrial In-Plant" projects or installations, including but without limiting the generality of the foregoing, chemical, petro-chemical and refinery projects and installations in the geographic region for Local 1089; in which case for such work, the terms and conditions of the Provincial Agreement between the Employer Bargaining Agency - Labourers and the Labourers' International Union of North America and the Labourers' International Union of North America, Ontario Provincial District Council, applicable in the industrial, commercial and institutional sector of the construction industry, in force from time to time, shall apply, save and except that the labourer's rate of wages as outlined in the following schedule:

### Wage Rates and Classifications Local 1089 Industrial In Plant Projects

Effective Date	Hourly Rate	Vac. Pay	Health & Welfare	Pens.	Train. Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/09	31.62	2.53	1.70	3.70	0.40	1.25	0.05	41.25	1.18	0.35	0.05
05/01/10	32.03	2.56	1.75	4.20	0.40	1.50	0.05	42.49	1.18	0.35	0.20
05/01/11	32.35	2.58	1.85	4.70	0.45	1.75	0.05	43.73	1.22	0.35	0.20
05/01/12	33.08	2.64	1.95	5.00	0.50	1.75	0.05	44.97	1.25	0.35	0.20

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

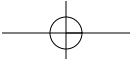
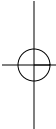












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