

# DEMOLITION AGREEMENT

Effective May 1, 2004 to April 30, 2007

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

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*THIS AGREEMENT shall become effective the 1st day of May 2004.*

**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

The Ontario Association of Demolition Contractors Inc. has assumed all the rights and obligations of Metropolitan Toronto Demolition Contractors Inc. under the aforesaid previous collective agreement.

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 as per Appendix 'D' attached hereto.

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' hereto and in such cases, the Local Union shall be deemed to represent the Council.

## **ARTICLE 2 - SCOPE**

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

2.02 The Council undertakes and agrees that it has jurisdiction and its members will do and perform all work required to be performed by the Association in connection with the "wrecking industry", including wrecking, demolition, dismantling and salvage of any buildings, bridges, houses, fences, hoarding, platforms, loading docks and/or miscellaneous structures of all types, including 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 24 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 five cents (\$0.05) 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 564  
1057 Steeles Avenue West  
North York, Ontario M2R 3X1

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 and Appendix 'D' attached hereto.

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.

All employees hired on all projects must produce a work referral slip issued by the Local Union. 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 shall be as per attached Appendices 'A', 'B', & 'C' 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 All work performed on Saturday after eight (8) hours or on Sundays or on the following recognized holidays 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	Remembrance Day

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.

## **ARTICLE 11 - PAYMENT OF WAGES**

11.01 Wages shall be paid weekly or bi-weekly by cash 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.

11.02 In the case of lay-off, all employees will receive two (2) hour's notice in advance of the lay-off or pay in lieu of notice.

11.03 Whenever unemployment 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 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 eight (8) 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.

11.04 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.

11.05 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.

11.06 Employees are to be paid for job orientation time and costs including specific training and medicals as required by the Owner.

## **ARTICLE 12 - GOVERNMENT LEGISLATION AND CONFLICTS**

12.01 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.

12.02 In the event of a conflict between the provisions of this Agreement and any other Agreement to which the Employer is a party, then the provisions of this Agreement shall apply.

## **ARTICLE 13 - REFRESHMENT AND LUNCH BREAK**

13.01 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.

13.02 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.

13.03 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.

## **ARTICLE 14 - PRE-JOB CONFERENCE**

14.01 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, and 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.

14.02 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.

## **ARTICLE 15 - MOBILITY OF KEY MEN**

15.01 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.

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

15.03 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 14. 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 16 - COMPLAINTS AND GRIEVANCES**

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

16.02 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 17 below.

16.03 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.

16.04 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 17 - ARBITRATION**

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

17.02 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.

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

17.04 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.

17.05 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.

17.06 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 18 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES**

18.01 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 16.02 of the grievance procedure set out above.

18.02 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 16 and to be processed in accordance with the provisions of Article 16.02 above.

## **ARTICLE 19 - PROTECTIVE CLOTHING**

19.01 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.

19.02 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.

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

19.04 The Employer will supply non-prescription safety glasses 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.

19.05 The Employers shall at their own expense, furnish to any workman working as a torchman, fire retardant protective clothing.

## **ARTICLE 20 - UNION REPRESENTATION**

20.01 (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.

20.02 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 job foreman 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 men retained by the Employer.

### 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.

20.03 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.

20.04 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.

## **ARTICLE 21 - SAFETY, SANITATION AND SHELTER**

21.01 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.

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

21.03 Each employee shall, as a condition of employment, be required to own and wear a safety helmet of a type approved by the Canadian Standards Association. An employee may purchase such helmet from the Employer at cost.

21.04 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 19.

21.05 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.

21.07 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.

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

## **ARTICLE 22 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT**

22.01 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 16 and 17 of the Agreement.

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



## **ARTICLE 23 - WELFARE, PENSION & TRI-FUND**

23.01 It is agreed that the established Local Unions' Employee Benefit Trusts shall continue and the Employer shall pay an amount so specified in Appendix 'A' 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.

23.02 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.

23.03 It is agreed that the Employers shall pay into the established Labourers' Pension Fund of Central and Eastern Canada, the amount specified in Appendix 'A', 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 worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

### 23.04 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.

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

23.06 In the event the Employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with Articles 4 and 23, 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.

23.07 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.

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

23.09 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.

23.10 (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 23, 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.

23.11 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.

23.12 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.

23.13 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.

23.14 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.

23.15 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.

23.16 Local 1059 Group RRSP

One dollar (\$1.00) per hour worked shall be deducted and remitted to Local 1059 for a Group RRSP. Such amounts shall not be taxed on a weekly basis and shall be deducted from the gross pay for the computation of taxes. 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 24 - LABOURERS’ UNION ADMINISTRATION FUND  
DEDUCTIONS AND CONTRIBUTIONS**

24.01 (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 fifteen cents (\$0.15) per hour worked (which includes Ontario Construction Secretariat Fund) and to remit same directly to the Labourers' Pension Fund of Central and Eastern Canada, along with pension contributions.

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

24.02 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.

24.03 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 25 - SUB-CONTRACTING**

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

## **ARTICLE 26 - CO-OPERATION**

26.01 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 27 - ASBESTOS REMOVAL**

27.01 Asbestos removal work shall be performed in accordance with Appendix 'C' of this Collective Agreement.

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

28.01 With the exception of work falling within Appendix 'B' 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 - DURATION**

29.01 This Agreement shall become effective on the 1st day of May 2004, and shall continue to remain in effect until the 30th day of April 2007. 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.

## **ARTICLE 30 - EMPLOYMENT EQUITY**

30.01 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.

### **30.02 Gender Neutrality**

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

## **ARTICLE 31 - APPRENTICESHIP TRAINING**

31.01 The Employers agree to contribute ten cents (\$0.10) 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.

SIGNED ON BEHALF OF THE PARTIES THIS 1st DAY OF MAY 2004.

For: Ontario Association of Demolition  
Contractors Inc.

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

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## APPENDIX 'A' ''

### ARTICLE 1 - HOURS OF WORK

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

(b) Regular Day Shift

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

(c) **Truck Drivers - Hours of Work**

Ten (10) hours per day, Monday to Friday, fifty (50) hours per week. Work on Saturday at the regular day shift rate shall be on a voluntary basis. Overtime provisions will apply to all other hours worked.

### ARTICLE 2 - SHIFT WORK

2.01 (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 three dollars and fifty cents (\$3.50) 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 three dollars and fifty cents (\$3.50) 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.



### **ARTICLE 3 - OVERTIME**

3.01 (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 three (3) 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 4 - VACATION AND RECOGNIZED HOLIDAY PAY**

4.01 (a) 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.

### **ARTICLE 5 - WAGES AND CLASSIFICATIONS (BY LOCAL UNION JURISDICTION)**

5.01 See Schedule "A" - Labourer Wage Rates  
Truck Driver / Machine Operator Wage Rates

5.02 See Schedule "B" - L.I.U.N.A. LOCAL 506 - Demolition Apprenticeship Program

5.03 See Schedule "C" - L.I.U.N.A. Local 837 - Demolition Apprenticeship Program

5.04 Working Foreman – The working foreman shall be paid not less than one dollar (\$1.00) above the highest rate.

### **ARTICLE 6 - MEAL ALLOWANCE & TRAVEL ALLOWANCE & SHOW-UP (REPORTING PAY) (LIUNA LOCAL 506 ONLY)**

6.01 Room and Board Allowance

Effective May 1 2004, 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 forty-six dollars (\$46.00) per day.

6.02 Effective May 1 2004, 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 fifty-six dollars (\$56.00) per day.

6.03 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.

6.04 Travel and Mileage Allowance

When employees are required by the Employer to provide their own transportation to get to job sites, they shall be paid a travel expense as follows:

**ZONE I -**

(a) For job sites located within Zone 1 (i.e. the rectangle which is bounded by the east side of Highway 427 on the west, the south side of Steeles Avenue on the north and the west side of Highway 48 on the east and Lake Ontario on the south ) - no allowance;

(b) The Employer shall supply or arrange parking for the employee(s) at no cost to the employee(s).

**ZONE II -**

(a) For job sites located within Zone 2, (i.e. outside the Zone 1, but within a forty (40) kilometre radius of Toronto City Hall - eight dollars (\$8.00) per day;

(b) For job sites located outside Zone 2 - when employees are required to provide their own transportation, they shall receive forty cents (\$0.40) per road kilometre each way computed from the Employer's "point of origin".

6.05 When employees are required to be away from the point of origin for an extended period of time, the following shall apply:

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

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

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

(d) For all time involved travelling to and from the project, they shall be paid a wage of twelve dollars (\$12.00) per hour.

6.06 (a) The Employer agrees to pick-up employees at a convenient location when travelling out of town if the employee(s) resides outside of Zone I. Should an employee reside inside of Zone I the Employer shall agree to made arrangements to have the employee picked up at his/her residence.

(b) The Employer agrees that it shall pick-up employees at home, if such work involves an overnight stay.

6.07 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.

6.08 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.

6.09 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.

**ARTICLE 7 - TRAVEL AND MILEAGE ALLOWANCE (LOCAL 607 ONLY)**

7.01 When employees of an Employer are required to work outside of the free zone, which is defined as the zone within a forty (40) kilometre radius from the employee's permanent residence, the following travel allowance shall be paid each way, computed from the employee's residence.

7.02 When employees are requested to use their own transportation, forty cents (\$0.40) per road kilometre shall be paid.

7.03 Effective May 1, 2004, employees required to stay overnight at a remote job location shall receive a meal allowance of forty-two dollars (\$42.00) per day for each day they are away and shall be provided with clean, adequate lodging. Effective May 1, 2005, this amount shall be increased to forty-three dollars (\$43.00) per day and effective May 1, 2006, this amount shall be increased to forty-four dollars (\$44.00) per day.

7.04 Effective May 1, 2004, 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 fifty-one dollars (\$51.00) per day. Effective May 1, 2005, this amount shall be increased to fifty-four dollars (\$54.00) per day and effective May 1, 2006, this amount shall be increased to fifty-six dollars (\$56.00) per day.

7.05 Employees who are obliged to be away from the point of origin for an extended period of time shall have transportation paid for, or supplied, from destination back to the "point of origin" and return, at least once every three (3) weeks and shall be paid the amount of twelve dollars (\$12.00) per hour for all time involved travelling to and from the project.

Schedule 'A' Wage Rates and Classifications Local 183, 247

Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Other	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	19.15	1.92	2.05	1.94	0.15	--	0.05	25.26	2%	0.10	0.05
05/01/04	19.70	1.97	2.15	2.44	0.20	--	0.05	26.51	3%	0.15	0.05
05/01/05	20.25	2.03	2.25	2.94	0.25	--	0.05	27.77	3%	0.15	0.05
05/01/06	20.79	2.08	2.35	3.44	0.30	--	0.05	29.01	3%	0.15	0.05
<b>Local 183 - Truck Driver, Qualified Burner (Torchman)</b>											
Last Rate	20.40	2.04	2.05	1.94	0.15	--	0.05	26.63	2%	0.10	0.05
05/01/04	21.17	2.12	2.15	2.44	0.20	--	0.05	28.13	3%	0.15	0.05
05/01/05	21.95	2.20	2.25	2.94	0.25	--	0.05	29.64	3%	0.15	0.05
05/01/06	22.72	2.27	2.35	3.44	0.30	--	0.05	31.13	3%	0.15	0.05
<b>Local 183 - Machine Operator</b>											
Last Rate	20.40	2.04	2.05	1.94	0.15	--	0.05	26.63	2%	0.10	0.05
05/01/04	21.63	2.16	2.15	2.44	0.20	--	0.05	28.63	3%	0.15	0.05
05/01/05	22.85	2.29	2.25	2.94	0.25	--	0.05	30.63	3%	0.15	0.05
05/01/06	24.08	2.41	2.35	3.44	0.30	--	0.05	32.63	3%	0.15	0.05
<b>Local 247 - Labourer</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	18.25	1.82	1.90	1.96	0.30	1.00	0.05	25.28	0.55	0.10	0.05
05/01/04	19.15	1.92	2.05	2.06	0.30	1.00	0.05	26.53	0.57	0.15	0.05
05/01/05	20.06	2.01	2.15	2.16	0.35	1.00	0.05	27.78	0.60	0.15	0.05
05/01/06	20.97	2.10	2.25	2.26	0.40	1.00	0.05	29.03	0.63	0.15	0.05
<b>Local 247 - Truck Driver, Qualified Burner (Torchman)</b>											
Last Rate	19.47	1.95	1.90	1.96	0.30	1.00	0.05	26.63	0.55	0.10	0.05
05/01/04	20.61	2.06	2.05	2.06	0.30	1.00	0.05	28.13	0.57	0.15	0.05
05/01/05	21.75	2.17	2.15	2.16	0.35	1.00	0.05	29.63	0.60	0.15	0.05
05/01/06	22.88	2.29	2.25	2.26	0.40	1.00	0.05	31.13	0.63	0.15	0.05
<b>Local 247 - Machine Operator</b>											
Last Rate	19.47	1.95	1.90	1.96	0.30	1.00	0.05	26.63	0.55	0.10	0.05
05/01/04	21.06	2.11	2.05	2.06	0.30	1.00	0.05	28.63	0.57	0.15	0.05
05/01/05	22.66	2.26	2.15	2.16	0.35	1.00	0.05	30.63	0.60	0.15	0.05
05/01/06	24.25	2.42	2.25	2.26	0.40	1.00	0.05	32.63	0.63	0.15	0.05
<b>Local 247 - Working Foreman</b>											
05/01/04	21.97	2.20	2.05	2.06	0.30	1.00	0.05	29.63	0.57	0.15	0.05
05/01/05	23.56	2.36	2.15	2.16	0.35	1.00	0.05	31.63	0.60	0.15	0.05
05/01/06	25.15	2.52	2.25	2.26	0.40	1.00	0.05	33.63	0.63	0.15	0.05

Schedule 'A' – Wage Rates and Classifications Local 493, 506

<b>Local 493 - Labourer</b>												
Effective Date	Hourly Rate	Vac. Pay	Welfare & Scholarship Fund	Pens.	Train. Fund	Organiz. Fund	Tri-Fund	Total Pkg.	WD Ded.	Monthly Dues	OPDC Dues	Ind. Fund
Last Rate	18.38	1.84	1.70	2.85	0.25	0.20	0.05	25.27	0.51	24.00	0.10	0.05
05/01/04	19.29	1.93	1.90	2.90	0.25	0.20	0.05	26.52	0.51	24.00	0.15	0.05
05/01/05	20.15	2.02	2.10	3.00	0.25	0.20	0.05	27.77	0.51	24.00	0.15	0.05
05/01/06	21.01	2.11	2.30	3.10	0.25	0.20	0.05	29.02	0.51	24.00	0.15	0.05
<b>Local 493 - Truck Driver, Qualified Burner (Torchman)</b>												
Last Rate	19.62	1.96	1.70	2.85	0.25	0.20	0.05	26.63	0.55	24.00	0.10	0.05
05/01/04	20.75	2.08	1.90	2.90	0.25	0.20	0.05	28.13	0.55	24.00	0.15	0.05
05/01/05	21.84	2.18	2.10	3.00	0.25	0.20	0.05	29.62	0.55	24.00	0.15	0.05
05/01/06	22.94	2.29	2.30	3.10	0.25	0.20	0.05	31.13	0.55	24.00	0.15	0.05
<b>Local 493 - Machine Operator</b>												
Last Rate	19.62	1.96	1.70	2.85	0.25	0.20	0.05	26.63	0.55	24.00	0.10	0.05
05/01/04	21.21	2.12	1.90	2.90	0.25	0.20	0.05	28.63	0.55	24.00	0.15	0.05
05/01/05	22.75	2.28	2.10	3.00	0.25	0.20	0.05	30.63	0.55	24.00	0.15	0.05
05/01/06	24.29	2.44	2.30	3.10	0.25	0.20	0.05	32.63	0.55	24.00	0.15	0.05

<b>Local 506 - Labourer</b>												
Effective Date	Hourly Rate	Vac. Pay	Welfare & Denovo, Dent	Pens.	Train. Fund	Pre-Paid Legal	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Local Emp.	Ind. Fund
Last Rate	20.56	2.06	1.65	2.80	0.10	0.05	0.05	27.27	2%	0.10	0.05	0.05
05/01/04	21.11	2.11	1.80	3.30	0.10	0.05	0.05	28.52	3%	0.15	0.05	0.05
05/01/05	21.66	2.16	1.95	3.80	0.10	0.05	0.05	29.77	3%	0.15	0.05	0.05
05/01/06	22.20	2.22	2.10	4.30	0.10	0.05	0.05	31.02	3%	0.15	0.05	0.05
<b>Local 506 - Truck Driver, Qualified Burner (Torchman)</b>												
Last Rate	21.79	2.18	1.65	2.80	0.10	0.05	0.05	28.62	2%	0.10	0.05	0.05
05/01/04	22.56	2.26	1.80	3.30	0.10	0.05	0.05	30.12	3%	0.15	0.05	0.05
05/01/05	23.34	2.33	1.95	3.80	0.10	0.05	0.05	31.62	3%	0.15	0.05	0.05
05/01/06	24.11	2.41	2.10	4.30	0.10	0.05	0.05	33.12	3%	0.15	0.05	0.05
<b>Local 506 - Machine Operator</b>												
Last Rate	21.79	2.18	1.65	2.80	0.10	0.05	0.05	28.62	2%	0.10	0.05	0.05
05/01/04	23.02	2.30	1.80	3.30	0.10	0.05	0.05	30.62	3%	0.15	0.05	0.05
05/01/05	24.25	2.42	1.95	3.80	0.10	0.05	0.05	32.62	3%	0.15	0.05	0.05
05/01/06	25.47	2.55	2.10	4.30	0.10	0.05	0.05	34.62	3%	0.15	0.05	0.05
<b>Local 506 - Foreman</b>												
05/01/04	23.93	2.39	1.80	3.30	0.10	0.05	0.05	31.62	3%	0.15	0.05	0.05
05/01/05	25.16	2.51	1.95	3.80	0.10	0.05	0.05	33.62	3%	0.15	0.05	0.05
05/01/06	26.38	2.64	2.10	4.30	0.10	0.05	0.05	35.62	3%	0.15	0.05	0.05

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.

Schedule 'A' - Wage Rates and Classifications Local 527, 607

<b>Local 527 - Labourer</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Other	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	18.99	1.90	2.20	2.12	--	--	0.05	25.26	--	0.10	0.05
05/01/04	19.72	1.97	2.35	2.42	--	--	0.05	26.51	--	0.15	0.05
05/01/05	20.45	2.04	2.50	2.72	--	--	0.05	27.76	--	0.15	0.05
05/01/06	21.18	2.11	2.65	3.02	--	--	0.05	29.01	--	0.15	0.05
<b>Local 527 - Truck Driver, Qualified Butner (Torchman)</b>											
Last Rate	20.25	2.02	2.20	2.12	--	--	0.05	26.64	--	0.10	0.05
05/01/04	21.20	2.12	2.35	2.42	--	--	0.05	28.14	--	0.15	0.05
05/01/05	22.15	2.22	2.50	2.72	--	--	0.05	29.64	--	0.15	0.05
05/01/06	23.10	2.32	2.65	3.02	--	--	0.05	31.14	--	0.15	0.05
<b>Local 527 - Machine Operator</b>											
Last Rate	20.25	2.02	2.20		--	--	0.05	26.64	--	0.10	0.05
05/01/04	21.65	2.17	2.35		--	--	0.05	28.64	--	0.15	0.05
05/01/05	23.06	2.31	2.50	2.72	--	--	0.05	30.64	--	0.15	0.05
05/01/06	24.47	2.45	2.65	3.02	--	--	0.05	32.64	--	0.15	0.05
<b>Local 527 - Foreman</b>											
05/01/04	22.56	2.26	2.35	2.42	--	--	0.05	29.64	--	0.15	0.05
05/01/05	23.97	2.40	2.50	2.72	--	--	0.05	31.64	--	0.15	0.05
05/01/06	25.38	2.54	2.65	3.02	--	--	0.05	33.64	--	0.15	0.05
Vacation Pay: Ten percent (10%) of gross wages shall be paid weekly / bi-weekly to the employee.											
<b>Local 607 - Labourer</b>											
Effective	Hourly	Vac.	Welfare	Pens.	Train. Fund	Other	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/01/04	18.63			3.02	0.30	--	0.05	25.26	0.54	0.10	0.05
05/01/05	19.17	1.92	2.20	3.52	0.40	--		26.51	0.71		
05/01/05	19.17	1.92	2.20	4.02	0.45	--		27.76	0.73		
05/01/06	19.72	1.97	2.30	4.52	0.50	--		29.01	0.74		
<b>Local 607 - Truck Driver, Qualified Burner (Torchman)</b>											
Late Rate	19.32	1.93	2.00	3.02	0.30	--	0.05	26.62	0.54	0.10	0.05
05/01/04	20.09	2.01	2.10	3.52	0.40	--		28.12	0.71		
05/01/05	20.86	2.09	2.20	4.02	0.45	--		29.62	0.73		
05/01/06	21.64	2.16	2.30	4.52	0.50	--		31.12	0.74		
<b>Local 607 - Machine Operator</b>											
Late Rate	19.32	1.93	2.00	3.02	0.30	--	0.05	26.62	0.54	0.10	0.05
05/01/04	20.54	2.06	2.10	3.52	0.40	--		28.62	0.71		
05/01/05	21.77	2.18	2.20	4.02	0.45	--		30.62	0.73		
05/01/06	23.00	2.30	2.30	4.52	0.50	--		32.62	0.74		
Vacation Pay: Ten percent (10%) of gross wages shall be paid weekly / bi-weekly to the employee.											
Note: Training Funds includes \$0.05 Tri-Fund contributions and Working Dues includes \$0.15 OPDC dues											
The Working Foreman will be paid One dollar (\$1.00) above the highest hourly rate.											

Schedule 'A' - Wage Rates and Classifications Local 625, 837

<b>Local 625 - Labourer</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Total Pkg.	Group RRSP	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	21.98	1.76	1.45	2.07	0.10	0.05	27.41	1.00*	0.30	0.10	0.05
05/01/04	22.86	1.83	1.55	2.17	0.20	0.05	28.66	1.00*	0.46	0.15	0.05
05/01/05	23.83	1.91	1.65	2.27	0.20	0.05	29.91	1.00*	0.48	0.15	0.05
05/01/06	24.81	1.98	1.75	2.37	0.20	0.05	31.16	1.00*	0.50	0.15	0.05
<b>Local 625 - Truck Driver, Qualified Burner (Torchman)</b>											
Last Rate	23.09	1.85	1.45	2.07	0.10	0.05	28.61	1.00*	0.30	0.10	0.05
05/01/04	24.20	1.94	1.55	2.17	0.20	0.05	30.11	1.00*	0.48	0.15	0.05
05/01/05	25.41	2.03	1.65	2.27	0.20	0.05	31.61	1.00*	0.51	0.15	0.05
05/01/06	26.61	2.13	1.75	2.37	0.20	0.05	33.11	1.00*	0.53	0.15	0.05
<b>Local 625 - Machine Operator</b>											
Last Rate	23.09	1.85	1.45	2.07	0.10	0.05	28.61	1.00*	0.30	0.10	0.05
05/01/04	24.67	1.97	1.55	2.17	0.20	0.05	30.61	1.00*	0.49	0.15	0.05
05/01/05	26.33	2.11	1.65	2.27	0.20	0.05	32.61	1.00*	0.53	0.15	0.05
05/01/06	28.00	2.24	1.75	2.37	0.20	0.05	34.61	1.00*	0.56	0.15	0.05

Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly / bi-weekly to the employee.  
 \* Group RRSP - See Master Portion - Article 23.14.  
 The Working Foreman will be paid One dollar (\$1.00) above the highest hourly rate.

Effective Date	Hourly Rate	Vac. Pay	Welfare & Denovo, Dent	Pens.	Train. Fund	Occup. Hlth.	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Local Emp.
Last Rate	20.54	2.05	1.80	2.43	0.25	0.05	0.05	27.17	0.59	0.10	0.05
05/01/04	21.08	2.11	1.95	2.93	0.25	0.05	0.05	28.42	3%	0.15	0.05
05/01/05	21.63	2.16	2.10	3.43	0.25	0.05	0.05	29.67	3%	0.15	0.05
05/01/06	22.17	2.22	2.25	3.93	0.25	0.05	0.05	30.92	3%	0.15	0.05
<b>Local 837 - Truck Driver, Qualified Burner (Torchman)</b>											
Last Rate	21.76	2.18	1.80	2.43	0.25	0.05	0.05	28.52	0.59	0.10	0.05
05/01/04	22.54	2.25	1.95	2.93	0.25	0.05	0.05	30.02	3%	0.15	0.05
05/01/05	23.32	2.32	2.10	3.43	0.25	0.05	0.05	31.52	3%	0.15	0.05
05/01/06	24.08	2.41	2.25	3.93	0.25	0.05	0.05	33.02	3%	0.15	0.05
<b>Local 837 - Machine Operator</b>											
Last Rate	21.76	2.18	1.80	2.43	0.25	0.05	0.05	28.52	0.59	0.10	0.05
05/01/04	22.99	2.30	1.95	2.93	0.25	0.05	0.05	30.52	3%	0.15	0.05
05/01/05	24.22	2.42	2.10	3.43	0.25	0.05	0.05	32.52	3%	0.15	0.05
05/01/06	25.45	2.54	2.25	3.93	0.25	0.05	0.05	34.52	3%	0.15	0.05
<b>Local 837 - Foreman</b>											
05/01/04	23.90	2.39	1.95	2.93	0.25	0.05	0.05	31.52	3%	0.15	0.05
05/01/05	25.13	2.51	2.10	3.43	0.25	0.05	0.05	33.52	3%	0.15	0.05
05/01/06	26.35	2.64	2.25	3.93	0.25	0.05	0.05	35.52	3%	0.15	0.05



Schedule 'A' – Wage Rates and Classifications Local 1036, 1059

Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Other	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	19.52	1.95	1.50	2.10	0.15	--	0.05	25.27	0.80	0.10	0.05
05/01/04	19.83	1.99	1.90	2.60	0.15	--	0.05	26.52	1.00	0.15	0.05
05/01/05	20.33	2.04	2.10	3.10	0.15	--	0.05	27.77	1.10	0.15	0.05
05/01/06	21.01	2.11	2.10	3.60	0.15	--	0.05	29.02	1.20	0.15	0.05
<b>Local 1036 - Truck Driver, Qualified Burner (Torchman)</b>									(Subject to Appendix 'B')		
Last Rate	20.77	2.08	1.50	2.10	0.15	--	0.05	26.65	0.80	0.10	0.05
05/01/04	21.32	2.13	1.90	2.60	0.15	--	0.05	28.15	1.00	0.15	0.05
05/01/05	22.04	2.21	2.10	3.10	0.15	--	0.05	29.65	1.10	0.15	0.05
05/01/06	22.95	2.30	2.10	3.60	0.15	--	0.05	31.15	1.20	0.15	0.05
<b>Local 1036 - Machine Operator</b>									(Subject to Appendix 'B')		
Last Rate	20.77	2.08	1.50	2.10	0.15	--	0.05	26.65	0.80	0.10	0.05
05/01/04	21.77	2.18	1.90	2.60	0.15	--	0.05	28.65	1.00	0.15	0.05
05/01/05	22.95	2.30	2.10	3.10	0.15	--	0.05	30.65	1.10	0.15	0.05
05/01/06	24.31	2.44	2.10	3.60	0.15	--	0.05	32.65	1.20	0.15	0.05

<b>Local 1059 - Labourer</b>												
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Total Pkg.	GRSP	WD Ded.	OPDC Dues	Ind. Fund	
Last Rate	19.90	1.59	2.00	1.54	0.20	--	25.23	1.00	0.40	0.10	0.05	
05/01/04	20.92	1.67	2.10	1.54	0.20	0.05	26.48	1.00	0.42	0.15	0.05	
05/01/05	21.98	1.76	2.20	1.54	0.20	0.05	27.73	1.00	0.44	0.15	0.05	
05/01/06	23.05	1.84	2.30	1.54	0.20	0.05	28.98	1.00	0.46	0.15	0.05	
<b>Local 1059 - Truck Driver, Qualified Burner (Torchman)</b>												
Last Rate	21.19	1.70	2.00	1.54	0.20	--	26.63	1.00	0.40	0.10	0.05	
05/01/04	22.44	1.80	2.10	1.54	0.20	0.05	28.13	1.00	0.42	0.15	0.05	
05/01/05	23.74	1.90	2.20	1.54	0.20	0.05	29.63	1.00	0.44	0.15	0.05	
05/01/06	25.04	2.00	2.30	1.54	0.20	0.05	31.13	1.00	0.46	0.15	0.05	
<b>Local 1059 - Machine Operator</b>												
Last Rate	21.19	1.70	2.00	1.54	0.20	--	26.63	1.00	0.40	0.10	0.05	
05/01/04	22.91	1.83	2.10	1.54	0.20	0.05	28.63	1.00	0.42	0.15	0.05	
05/01/05	24.67	1.97	2.20	1.54	0.20	0.05	30.63	1.00	0.44	0.15	0.05	
05/01/06	26.43	2.11	2.30	1.54	0.20	0.05	32.63	1.00	0.46	0.15	0.05	

**Schedule 'A' – Wage Rates and Classifications Local 1081, 1089**

<b>Local 1081 - Labourer</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Other	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	19.63	1.96	1.80	1.77	0.05	0.05	--	25.26	2.5%	0.10	0.05
05/01/04	20.17	2.02	1.95	2.27	0.05	0.05	--	26.51	2.5%	0.15	0.05
05/01/05	21.04	2.10	2.10	2.42	0.05	0.05	--	27.76	2.5%	0.15	0.05
05/01/06	21.90	2.19	2.25	2.57	0.05	0.05	--	29.01	2.5%	0.15	0.05
<b>Local 1081 - Truck Driver, Qualified Burner (Torchman)</b>											
Last Rate	20.86	2.09	1.80	1.77	0.05	0.05	--	26.62	2.5%	0.10	0.05
05/01/04	21.64	2.16	1.95	2.27	0.05	0.05	--	28.12	2.5%	0.15	0.05
05/01/05	22.73	2.27	2.10	2.42	0.05	0.05	--	29.62	2.5%	0.15	0.05
05/01/06	23.82	2.38	2.25	2.57	0.05	0.05	--	31.12	2.5%	0.15	0.05
<b>Local 1081 - Machine Operator</b>											
Last Rate	20.86	2.09	1.80	1.77	0.05	0.05	--	26.62	2.5%	0.10	0.05
05/01/04	22.09	2.21	1.95	2.27	0.05	0.05	--	28.62	2.5%	0.15	0.05
05/01/05	23.64	2.36	2.10	2.42	0.05	0.05	--	30.62	2.5%	0.15	0.05
05/01/06	25.18	2.52	2.25	2.57	0.05	0.05	--	32.62	2.5%	0.15	0.05
<b>Local 1081 - Foreman</b>											
05/01/04	23.00	2.30	1.95	2.27	0.05	0.05	--	29.62	2.5%	0.15	0.05
05/01/05	24.55	2.45	2.10	2.42	0.05	0.05	--	31.62	2.5%	0.15	0.05
05/01/06	26.09	2.61	2.25	2.57	0.05	0.05	--	33.62	2.5%	0.15	0.05
Vacation Pay: Ten percent (10%) of gross wages shall be paid weekly / bi-weekly to the employee.											
<b>Local 1089 - Labourer</b> (Subject to Appendix 'B')											
Effective Date	Hourly Rate	Vac. Pay	Welfare & Denovo, Dent	Pens.	Train. Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	18.54	1.48	1.20	1.90	0.30	1.75	0.05	25.22	0.88	0.10	0.05
05/01/04	19.01	1.96	1.30	2.10	0.30	1.75	0.05	26.47	0.91	0.15	0.05
05/01/05	19.89	2.03	1.40	2.30	0.30	1.75	0.05	27.72	0.94	0.15	0.05
05/01/06	20.86	2.11	1.40	2.50	0.30	1.75	0.05	28.97	0.97	0.15	0.05
<b>Local 1089 - Truck Driver, Qualified Burner (Torchman)</b> (Subject to Appendix 'B')											
Last Rate	19.79	1.58	1.20	1.90	0.30	1.75	0.05	26.57	0.88	0.10	0.05
05/01/04	20.90	1.67	1.30	2.10	0.30	1.75	0.05	28.07	0.91	0.15	0.05
05/01/05	22.01	1.76	1.40	2.30	0.30	1.75	0.05	29.57	0.94	0.15	0.05
05/01/06	23.21	1.86	1.40	2.50	0.30	1.75	0.05	31.07	0.97	0.15	0.05
<b>Local 1089 - Machine Operator</b> (Subject to Appendix 'B')											
Last Rate	19.79	1.58	1.20	1.90	0.30	1.75	0.05	26.57	0.88	0.10	0.05
05/01/04	21.36	1.71	1.30	2.10	0.30	1.75	0.05	28.57	0.91	0.15	0.05
05/01/05	22.94	1.83	1.40	2.30	0.30	1.75	0.05	30.57	0.94	0.15	0.05
05/01/06	24.60	1.97	1.40	2.50	0.30	1.75	0.05	32.57	0.97	0.15	0.05
<b>Local 1089 - Foreman</b> (Subject to Appendix 'B')											
05/01/04	22.29	1.78	1.30	2.10	0.30	1.75	0.05	29.57	0.91	0.15	0.05
05/01/05	23.86	1.91	1.40	2.30	0.30	1.75	0.05	31.57	0.94	0.15	0.05
05/01/06	25.53	2.04	1.40	2.50	0.30	1.75	0.05	33.57	0.97	0.15	0.05
Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly / bi-weekly to the employee.											

Schedule 'B' L.I.U.N.A. LOCAL 506  
Demolition Apprenticeship Program

**ARTICLE 1 - RATIO OF WORKERS**

1.01 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.

1.02 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.

1.03 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 2 - WAGE RATES**

<b>First 800 Hours - 70% of full wage package</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare & Denovo, Dent	Pens.	Train. Fund	Pre-Paid Legal	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Local Emp.
Last Rate	15.67	1.57	1.65	--	0.10	0.05	0.05	19.09	2%	0.10	0.05
05/01/04	16.33	1.63	1.80	--	0.10	0.05	0.05	19.96	3%	0.15	0.05
05/01/05	16.99	1.70	1.95	--	0.10	0.05	0.05	20.84	3%	0.15	0.05
05/01/06	17.65	1.76	2.10	--	0.10	0.05	0.05	21.71	3%	0.15	0.05
<b>Second 800 Hours - 80% of full wage package</b>											
Last Rate	16.17	1.62	1.65	2.80	0.10	0.05	0.05	22.44			
05/01/04	15.93	1.59	1.80	3.30	0.10	0.05	0.05	22.82			
05/01/05	16.25	1.62	1.95	3.80	0.10	0.05	0.05	23.82		0.15	0.05
05/01/06	16.56	1.66	2.10	4.30	0.10	0.05	0.05	24.82		0.15	0.05
<b>Third 800 Hours - 90% of full wage package</b>											
Last Rate	18.08	1.81	1.65	2.80				24.54	2%	0.10	0.05
05/01/04	18.52	1.85	1.80	3.30				25.67	3%	0.15	0.05
05/01/05	18.95	1.89	1.95	3.80	0.10			26.79	3%	0.15	0.05
05/01/06	19.38	1.94	2.10	4.30	0.10	0.05	0.05	27.92	3%	0.15	0.05
Vacation Pay: Ten percent (10%) of gross wages shall be remitted to the Local 506 Vacation Pay Trust											

Schedule 'C' - L.I.U.N.A. Local 837  
Demolition Apprenticeship Program

**ARTICLE 1 - RATIO OF WORKERS**

1.01 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.

1.02 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.

1.03 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 2 - WAGE RATES**

wage package											
Effective Date	Hourly Rate	Vac. Pay	Welfare & Denovo, Dent	Pens.	Train. Fund	Occ. Hlth.	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	15.40	1.54	1.80	--	0.25	0.05	0.05	19.09	0.59	0.10	0.05
05/01/04	15.99	1.60	1.95	--	0.25	0.05	0.05	19.89	3%	0.15	0.05
05/01/05	16.65	1.67	2.10	--	0.25	0.05	0.05	20.77	3%	0.15	0.05
05/01/06	17.31	1.73	2.25	--	0.25	0.05	0.05	21.64	3%	0.15	0.05
<b>Second 900 Hours - 80% of</b>			<b>full wage package</b>								
			1.80	2.43	0.25						
			1.95	2.93	0.25						
			2.10	3.43	0.25	0.05	0.05	23.74		0.15	0.05
05/01/06	16.55	1.66	2.25	3.93	0.25	0.05	0.05	24.74		0.15	0.05
<b>Final 900 Hours - 90% of full wage package</b>			<b>age</b>								
Last Rate	18.14	1.81	1.80	2.43	0.25	0.05	0.05	24.53	0.59	0.10	0.05
05/01/04	18.50	1.85	1.95	2.93	0.25	0.05	0.05	25.58	3%	0.15	0.05
05/01/05	18.93	1.89	2.10	3.43	0.25	0.05	0.05	26.70	3%	0.15	0.05
05/01/06	19.36	1.94	2.25	3.93	0.25	0.05	0.05	27.83	3%	0.15	0.05
Vacation Pay: Ten percent (10%) of gross wages shall be remitted to the Local 837 Vacation Pay Trust Fund .											

Schedule 'D' 'L.I.U.N.A. Local 607  
Demolition Apprenticeship Program

**ARTICLE 1 - RATIO OF WORKERS**

1.01 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.

1.02 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.

1.03 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 2 - WAGE 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

## APPENDIX 'B'

### LOCAL APPENDIX EXEMPTIONS OR AMENDMENTS

Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Other	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	21.51	2.15	1.50	2.10	0.15	--	0.05	27.46	0.80	0.10	0.05
05/01/04	22.28	2.23	1.90	2.10	0.15	--	0.05	28.71	1.00	0.15	0.05
05/01/05	22.78	2.28	1.90	2.80	0.15	--	0.05	29.96	1.10	0.15	0.05
05/01/06	23.74	2.37	1.90	3.00	0.15	--	0.05	31.21	1.10	0.15	0.05

#### LIUNA Local 1089

Work within the scope of this Agreement performed 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 established in Appendix 'D' 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 shall be:

Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	23.43	1.87	1.20	1.90	0.30	1.75	0.05	30.50	0.88	0.10	0.05
05/01/04	24.30	1.94	1.30	2.10	0.30	1.75	0.05	31.74	0.91	0.15	0.05
05/01/05	25.18	2.01	1.40	2.30	0.30	1.75	0.05	32.99	0.94	0.15	0.05
05/01/06	26.15	2.09	1.40	2.50	0.30	1.75	0.05	34.24	0.97	0.15	0.05

## **APPENDIX 'C'**

### **ASBESTOS ABATEMENT AND INTERIOR DEMOLITION**

#### **ARTICLE 1 - APPLICABILITY**

1.01 This Appendix shall apply to:

Work consisting of asbestos abatement when:

- (a) such work is a significant component of a demolition project or is Type 3 removal; or
- (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) the value of such work, whether all or a portion of a contract is less than fifty-thousand dollars (\$50,000.00); and
- (c) 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.
- (d) such work does not result in the lay-off of any current employees.

1.03 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 three (3) worker categories:

(a) Asbestos Journeyman:

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

-having training, and expertise on all asbestos abatement and/or interior demolition skills;

(b) Journeyman's Assistant:

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

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

(c) General Asbestos Labourer:

-less than one (1) year experience in asbestos abatement

(d) Working Foreman:

-the working foreman shall be paid not less than one dollar (\$1.00) above the highest rate,

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 work.

3.03 When employees are laid-off, they shall receive a statement from the Employer showing the number of hours worked in asbestos abatement work. If the statements are not given to employees at the time of termination, such statements shall be given in accordance with Article 11.03. 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 one (1) journeyman's assistant and for every two (2) journeyman's assistants one (1) general asbestos labourer.

#### **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 general asbestos labourers hired from outside the Local Union, the Employer shall be responsible for the payment of Local Union working dues. Otherwise, the terms and conditions of this Agreement shall not apply to such labourers, and such labourers 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 Appendix "C" per hour worked and remit same in accordance with Article 24.01.

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.

5.03 Asbestos Abatement & Interior Demolition – Wage Rates and Classifications (Local 183 and Local 247).

Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Other	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	19.33	1.93	2.05	2.92	0.25	--	0.05	26.53	2%	0.10	0.05
05/01/04	19.87	1.99	2.15	3.42	0.30	--	0.05	27.78	3%	0.15	0.05
05/01/05	20.42	2.04	2.25	3.92	0.35	--	0.05	29.03	3%	0.15	0.05
05/01/06	20.96	2.10	2.35	4.42	0.40	--	0.05	30.28	3%	0.15	0.05
<b>Local 183 - Journeyman's Assistant</b>											
Last Rate	15.47	1.55	2.05	2.92	0.25	--	0.05	22.29	2%	0.10	0.05
05/01/04	16.02	1.60	2.15	3.42	0.30	--	0.05	23.54	3%	0.15	0.05
05/01/05	16.56	1.66	2.25	3.92	0.35	--	0.05	24.79	3%	0.15	0.05
05/01/06	17.11	1.71	2.35	4.42	0.40	--	0.05	26.04	3%	0.15	0.05
<b>Local 183 - General Labourer</b>											
Last Rate	13.94	1.39	2.05	--	0.25	--	0.05	17.68	2%	0.10	0.05
05/01/04	14.94	1.49	2.15	--	0.30	--	0.05	18.93	3%	0.15	0.05
05/01/05	15.94	1.59	2.25	--	0.35	--	0.05	20.18	3%	0.15	0.05
05/01/06	16.94	1.69	2.35	--	0.40	--	0.05	21.43	3%	0.15	0.05

Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	19.32	1.93	2.00	1.96	0.30	1.00	0.05	26.56	0.58	0.10	0.05
05/01/04	20.32	2.03	2.05	2.06	0.30	1.00	0.05	27.81	0.57	0.15	0.05
05/01/05	21.23	2.12	2.15	2.16	0.35	1.00	0.05	29.06	0.60	0.15	0.05
05/01/06	22.14	2.21	2.25	2.26	0.40	1.00	0.05	30.31	0.63	0.15	0.05
<b>Local 247 - Journeyman's Assistant</b>											
Last Rate	15.48	1.55	2.00	1.96	0.30	1.00	0.05	22.34	0.58	0.10	0.05
05/01/04	16.48	1.65	2.05	2.06	0.30	1.00	0.05	23.59	0.57	0.15	0.05
05/01/05	17.39	1.74	2.15	2.16	0.35	1.00	0.05	24.84	0.60	0.15	0.05
05/01/06	18.30	1.83	2.25	2.26	0.40	1.00	0.05	26.09	0.63	0.15	0.05
<b>Local 247 - General Labourer</b>											
Last Rate	15.48	1.55	2.00	1.96	0.30	1.00	0.05	22.34	0.58	0.10	0.05
05/01/04	16.48	1.65	2.05	2.06	0.30	1.00	0.05	23.59	0.57	0.15	0.05
05/01/05	17.39	1.74	2.15	2.16	0.35	1.00	0.05	24.84	0.60	0.15	0.05
05/01/06	18.30	1.83	2.25	2.26	0.40	1.00	0.05	26.09	0.63	0.15	0.05

5.03 Asbestos Abatement & Interior Demolition – Wage Rates and Classifications (Local 493 and Local 506).

<b>Local 493 - Asbestos Journeyman</b>												
Effective Date	Hourly Rate	Vac. Pay	Welfare & Scholarship Fund	Pens.	Train. Fund	Organiz. Fund	Tri-Fund	Total Pkg.	WD Ded.	Monthly Dues	OPDC Dues	Ind. Fund
Last Rate	19.39	1.94	1.80	2.90	0.25	0.25	0.05	26.58	0.51		0.10	0.05
05/01/04	20.21	2.02	2.00	2.95	0.25	0.25	0.05	27.73	0.51	24.00	0.15	0.05
05/01/05	21.06	2.12	2.20	3.05	0.25	0.25	0.05	28.98	0.51	24.00	0.15	0.05
05/01/06	21.92	2.21	2.40	3.15	0.25	0.25	0.05	30.23	0.51	24.00	0.15	0.05
<b>Local 493 - Journeyman's Assistant</b>												
Last Rate	15.48	1.55	1.80	2.90	0.25	0.25	0.05	22.28	0.51		0.10	0.05
05/01/04	16.39	1.64	2.00	2.95	0.25	0.25	0.05	23.53	0.51	24.00	0.15	0.05
05/01/05	17.25	1.73	2.20	3.05	0.25	0.25	0.05	24.78	0.51	24.00	0.15	0.05
05/01/06	18.13	1.82	2.40	3.15	0.25	0.25	0.05	26.05	0.51	24.00	0.15	0.05
Last Rate	12.48	1.25	1.80	1.60	0.25	0.25	0.05	17.68	0.51		0.10	0.05
05/01/04	13.39	1.34	2.00	1.65	0.25	0.25	0.05	18.93	0.51	24.00	0.15	0.05
05/01/05	14.25	1.43	2.20	1.75	0.25	0.25	0.05	20.18	0.51	24.00	0.15	0.05
05/01/06	15.11	1.52	2.40	1.85	0.25	0.25	0.05	21.43	0.51	24.00	0.15	0.05

<b>Local 506 - Asbestos Journeyman</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare & Denovo, Dent	Pens.	Train. Fund	Pre-Paid Legal	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Local Emp.
Last Rate	19.89	1.99	1.65	2.80	0.10	0.05	0.05	26.53	2%	0.10	0.05
05/01/04	20.44	2.04				0.05	0.05	27.78	3%	0.15	0.05
05/01/05	20.98	2.10	1.80	3.80	0.10	0.05	0.05	29.03	3%	0.15	0.05
05/01/06	21.53	2.15	2.95	4.30	0.10	0.05	0.05	30.28	3%	0.15	0.05
<b>Local 506 - Journeyman's Assistant</b>											
Last Rate	16.03	1.60	1.65	2.80	0.10	0.05	0.05	22.28	2%	0.10	0.05
05/01/04	16.57	1.66	1.80	3.30	0.10	0.05	0.05	23.53	3%	0.15	0.05
05/01/05	17.12	1.71	1.95	3.80	0.10	0.05	0.05	24.78	3%	0.15	0.05
05/01/06	17.66	1.77	2.10	4.30	0.10	0.05	0.05	26.03	3%	0.15	0.05
Last Rate	11.85	1.19	1.65	2.80	0.10	0.05	0.05	17.69	2%	0.10	0.05
05/01/04	12.40	1.24	1.80	3.30	0.10	0.05	0.05	18.94	3%	0.15	0.05
05/01/05	12.95	1.30	1.95	3.80	0.10	0.05	0.05	20.20	3%	0.15	0.05
05/01/06	13.49	1.35	2.10	4.30	0.10	0.05	0.05	21.44	3%	0.15	0.05
<b>Local 506 - Foreman</b>											
05/01/04	21.35	2.13	1.80	3.30	0.10	0.05	0.05	28.78	3%	0.15	0.05
05/01/05	21.89	2.19	1.95	3.80	0.10	0.05	0.05	30.03	3%	0.15	0.05
05/01/06	22.44	2.24	2.10	4.30	0.10	0.05	0.05	31.28	3%	0.15	0.05

5.03 Asbestos Abatement & Interior Demolition – Wage Rates and Classifications (Local 527 and Local 607).

<b>Local 527 - Asbestos Journeyman</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Other	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	20.07	2.01	2.18	2.22	--	--	0.05	26.53	--	0.10	0.05
05/01/04	20.87	2.09	2.35	2.42	--	--	0.05	27.78	--	0.15	0.05
05/01/05	21.60	2.16	2.50	2.72	--	--	0.05	29.03	--	0.15	0.05
05/01/06	22.33	2.23	2.65	3.02	--	--	0.05	30.28	--	0.15	0.05
<b>Local 527 - Journeyman's Assistant</b>											
Last Rate	16.21	1.62	2.18	2.22	--	--	0.05	22.28	--	0.10	0.05
05/01/04	17.01	1.70	2.35		--	--	0.05	23.53	--	0.15	0.05
05/01/05	17.74	1.77	2.50		--	--	0.05	24.78	--	0.15	0.05
05/01/06	18.47	1.84	2.65	3.02	--	--	0.05	26.03	--	0.15	0.05
<b>Local 527 - General Labourer</b>											
Last Rate	12.03				--	--	0.05	17.68	--	0.10	0.05
05/01/04	12.83				--	--	0.05	18.93	--	0.15	0.05
05/01/05	13.56		2.50	2.72	--	--	0.05	20.18	--	0.15	0.05
05/01/06	14.29		2.65	3.02	--	--	0.05	21.43	--	0.15	0.05
<b>Local 527 - Working Foreman</b>											
05/01/04	21.78	2.18	2.35	2.42	--	--	0.05	28.78	--	0.15	0.05
05/01/05	22.51	2.25	2.50	2.72	--	--	0.05	30.03	--	0.15	0.05
05/01/06	23.24	2.32	2.65	3.02	--	--	0.05	31.28	--	0.15	0.05
Vacation Pay: Ten percent (10%) of gross wages shall be paid weekly / bi-weekly to the employee.											
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.											
<b>Local 607 - Asbestos Journeyman</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Other	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	19.24	1.92	2.00	3.02	0.30	--	0.05	26.53	0.42	0.10	0.05
05/01/04	19.83	1.98	2.10	3.52	0.35	--	--	27.78	0.59	--	--
05/01/05	20.37	2.04	2.20	4.02	0.40	--	--	29.03	0.61	--	--
05/01/06	20.92	2.09	2.30	4.52	0.45	--	--	30.28	0.63	--	--
<b>Local 607 - Journeyman's Assistant</b>											
Last Rate	15.38	1.54	2.00	3.02	0.30	--	0.05	22.29	0.42	0.10	0.05
05/01/04	15.97	1.60	2.10	3.52	0.35	--	--	23.54	0.59	--	--
05/01/05	16.52	1.65	2.20	4.02	0.40	--	--	24.79	0.61	--	--
05/01/06	17.06	1.71	2.30	4.52	0.45	--	--	26.04	0.63	--	--
<b>Local 607 - General Labourer</b>											
Last Rate	13.94	1.39	2.00	--	0.30	--	0.05	17.68	0.42	0.10	0.05
05/01/04	11.78	1.18	2.10	3.52	0.35	--	--	18.93	0.59	--	--
05/01/05	12.33	1.23	2.20	4.02	0.40	--	--	20.18	0.61	--	--
05/01/06	12.87	1.29	2.30	4.52	0.45	--	--	21.43	0.63	--	--

5.03 Asbestos Abatement & Interior Demolition. – Wage Rates and Classifications (Local 625 and Local 837).

Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Total Pkg.	Group RRSP	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	21.18	1.69	1.45	2.07	0.10	0.05	26.54	1.00*	0.30	0.10	0.05
05/01/04	22.15	1.77	1.55	2.17	0.10	0.05	27.79	1.00*	0.44	0.15	0.05
05/01/05	23.12	1.85	1.65	2.27	0.10	0.05	29.04	1.00*	0.46	0.15	0.05
05/01/06	24.09	1.93	1.75	2.37	0.10	0.05	30.29	1.00*	0.48	0.15	0.05
<b>Local 625 - Journeyman's Assistant</b>											
Last Rate	17.24	1.38	1.45	2.07	0.10	0.05	22.29	1.00*	0.30	0.10	0.05
05/01/04	18.21	1.46	1.55	2.17	0.10	0.05	23.54	1.00*	0.36	0.15	0.05
05/01/05	19.19	1.54	1.65	2.27	0.10	0.05	24.80	1.00*	0.38	0.15	0.05
05/01/06	20.16	1.61	1.75	2.37	0.10	0.05	26.04	1.00*	0.40	0.15	0.05
<b>Local 625 - General Labourer</b>											
Last Rate	14.89	1.19	1.45	--	0.10	0.05	17.68	1.00*	0.30	0.10	0.05
05/01/04	15.95	1.28	1.55	--	0.10	0.05	18.93	1.00*	0.32	0.15	0.05
05/01/05	17.02	1.36	1.65	--	0.10	0.05	20.18	1.00*	0.34	0.15	0.05
05/01/06	18.08	1.45	1.75	--	0.10	0.05	21.43	1.00*	0.36	0.15	0.05
* to the employee.											
it											
<b>Local 837 - Asbestos Journeyman</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Occup. Hlth.	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	20.72	2.07	1.60	1.82	0.25	0.05	0.05	26.56	0.59	0.10	0.05
05/01/04	21.26	2.13	1.75	2.32	0.25	0.05	0.05	27.81	3%	0.15	0.05
05/01/05	21.81	2.18	1.90	2.82	0.25	0.05	0.05	29.06	3%	0.15	0.05
05/01/06	22.35	2.24	2.05	3.32	0.25	0.05	0.05	30.31	3%	0.15	0.05
<b>Local 837 - Journeyman's Assistant</b>											
Last Rate	16.83	1.68	1.60	1.82	0.25	0.05	0.05	22.28	0.59	0.10	0.05
05/01/04	17.37	1.74	1.75	2.32	0.25	0.05	0.05	23.53	3%	0.15	0.05
05/01/05	17.92	1.79	1.90	2.82	0.25	0.05	0.05	24.78	3%	0.15	0.05
05/01/06	18.46	1.85	2.05	3.32	0.25	0.05	0.05	26.03	3%	0.15	0.05
<b>Local 837 - General Labourer</b>											
Last Rate	12.65	1.27	1.60	1.82	0.25	0.05	0.05	17.69	0.59	0.10	0.05
05/01/04	13.20	1.32	1.75	2.32	0.25	0.05	0.05	18.94	3%	0.15	0.05
05/01/05	13.75	1.38	1.90	2.82	0.25	0.05	0.05	20.20	3%	0.15	0.05
05/01/06	14.29	1.43	2.05	3.32	0.25	0.05	0.05	21.44	3%	0.15	0.05

5.03 Asbestos Abatement & Interior Demolition - Wage Rates and Classifications (Local 1036 and Local 1059).

<b>Local 1036 - Asbestos Journeyman</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Other	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	20.66	2.07	1.50	2.10	0.15	--	0.05	26.53	0.80	0.10	0.05
05/01/04	20.98	2.10	1.90	2.60	0.15	--	0.05	27.78	1.00	0.15	0.05
05/01/05	21.49	2.14	2.10	3.10	0.15	--	0.05	29.03	1.10	0.15	0.05
05/01/06	22.17	2.21	2.10	3.60	0.15	--	0.05	30.28	1.20	0.15	0.05
<b>Local 1036 - Journeyman's Assistant</b>											
Last Rate	16.80	1.68	1.50	2.10	0.15	--	0.05	22.28	0.80	0.10	0.05
05/01/04	17.12	1.71	1.90	2.60	0.15	--	0.05	23.53	1.00	0.15	0.05
05/01/05	17.62	1.76	2.10	3.10	0.15	--	0.05	24.78	1.10	0.15	0.05
05/01/06	18.30	1.83	2.10	3.60	0.15	--	0.05	26.03	1.20	0.15	0.05
<b>Local 1036 - General Labourer</b>											
Last Rate	12.62	1.26	1.50	2.10	0.15	--	0.05	17.68	0.80	0.10	0.05
05/01/04	12.94	1.29	1.90	2.60	0.15	--	0.05	18.93	1.00	0.15	0.05
05/01/05	13.44	1.34	2.10	3.10	0.15	--	0.05	20.18	1.10	0.15	0.05
05/01/06	14.12	1.41	2.10	3.60	0.15	--	0.05	21.43	1.20	0.15	0.05
Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly / bi-weekly											
The Working Foreman will be paid One dollar (\$1.00) above the highest hourly											

Last Rate	20.85	1.67	2.20	1.54	0.30	--	--	26.56	0.36	0.10	0.05
05/01/04	21.96	1.76	2.20	1.54	0.30	--	0.05	27.81	0.43	0.15	0.05
05/01/05	23.03	1.84	2.30	1.54	0.30	--	0.05	29.06	0.46	0.15	0.05
05/01/06	24.00	1.92	2.50	1.54	0.30	--	0.05	30.31	0.48	0.15	0.05
Last Rate	16.90	1.35	2.20	1.54	0.30	--	--	22.29	0.36	0.10	0.05
05/01/04	18.01	1.44	2.20	1.54	0.30	--	0.05	23.54	0.43	0.15	0.05
05/01/05	19.07	1.53	2.30	1.54	0.30	--	0.05	24.79	0.46	0.15	0.05
05/01/06	20.05	1.60	2.50	1.54	0.30	--	0.05	26.04	0.48	0.15	0.05
<b>Local 1059 - General Labourer</b>											
Last Rate	12.63	1.01	2.20	1.54	0.30	--	--	17.68	0.36	0.10	0.05
05/01/04	13.74	1.10	2.20	1.54	0.30	--	0.05	18.93	0.43	0.15	0.05
05/01/05	14.81	1.18	2.30	1.54	0.30	--	0.05	20.18	0.46	0.15	0.05
05/01/06	15.78	1.26	2.50	1.54	0.30	--	0.05	21.43	0.48	0.15	0.05
The Working Foreman will be paid One dollar (\$1.00) above the highest hourly rate.											

5.03 Asbestos Abatement & Interior Demolition – Wage Rates and Classifications (Local 1081 and Local 1089).

<b>Local 1081 - Asbestos Journeyman</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Other	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	20.78	2.08	1.80	1.77	0.05	--	0.05	26.53	2.5%	0.10	0.05
05/01/04	21.33	2.13	1.95	2.27	0.05	--	0.05	27.78	2.5%	0.15	0.05
05/01/05	22.19	2.22	2.10	2.42	0.05	--	0.05	29.03	2.5%	0.15	0.05
05/01/06	23.05	2.31	2.25	2.57	0.05	--	0.05	30.28	2.5%	0.15	0.05
<b>Local 1081 - Journeyman's Assistant</b>											
Last Rate	16.92	1.69	1.80	1.77	0.05	--	0.05	22.28	2.5%	0.10	0.05
05/01/04	17.46	1.75	1.95	2.27	0.05	--	0.05	23.53	2.5%	0.15	0.05
05/01/05	18.33	1.83	2.10	2.42	0.05	--	0.05	24.78	2.5%	0.15	0.05
05/01/06	19.19	1.92	2.25	2.57	0.05	--	0.05	26.03	2.5%	0.15	0.05
<b>Local 1081 - General Labourer</b>											
Last Rate	12.74	1.27	1.80	1.77	0.05	--	0.05	17.68	2.5%	0.10	0.05
05/01/04	13.28	1.33	1.95	2.27	0.05	--	0.05	18.93	2.5%	0.15	0.05
05/01/05	14.15	1.42	2.10	2.42	0.05	--	0.05	20.19	2.5%	0.15	0.05
05/01/06	15.01	1.50	2.25	2.57	0.05	--	0.05	21.43	2.5%	0.15	0.05
Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly / bi-weekly to the employee.											
The Working Foreman will be paid One dollar (\$1.00) above the highest hourly rate.											

<b>Local 1089 - Asbestos Journeyman</b>											
Effective Date	Hourly Rate	Vac. Pay	Welfare & Denovo, Dent	Pens.	Train. Fund	GRSP	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	19.75	1.58	1.20	1.90	0.30	1.75	0.05	26.53	0.88	0.10	0.05
05/01/04	20.63	1.65	1.30	2.10	0.30	1.75	0.05	27.78	0.91	0.15	0.05
05/01/05	21.51	1.72	1.40	2.30	0.30	1.75	0.05	29.03	0.94	0.15	0.05
05/01/06	22.48	1.80	1.40	2.50	0.30	1.75	0.05	30.28	0.97	0.15	0.05
<b>Local 1089 - Journeyman's Assistant</b>											
Last Rate	17.40	1.39	1.20	1.20	0.30	0.75	0.05	22.29	0.88	0.10	0.05
05/01/04	18.29	1.46	1.30	1.40	0.30	0.75	0.05	23.55	0.91	0.15	0.05
05/01/05	19.17	1.53	1.40	1.60	0.30	0.75	0.05	24.80	0.94	0.15	0.05
05/01/06	20.15	1.61	1.40	1.80	0.30	0.75	0.05	26.06	0.97	0.15	0.05
<b>Local 1089 - General Labourer</b>											
Last Rate	13.59	1.09	1.20	0.70	0.30	0.75	0.05	17.68	0.88	0.10	0.05
05/01/04	14.47	1.16	1.30	0.90	0.30	0.75	0.05	18.93	0.91	0.15	0.05
05/01/05	16.05	1.28	1.40	1.10	0.30	0.75	0.05	20.93	0.94	0.15	0.05
05/01/06	16.32	1.31	1.40	1.30	0.30	0.75	0.05	21.43	0.97	0.15	0.05
Vacation Pay:											
The Working Foreman will be paid One dollar (\$1.00) above the highest hourly rate.											

## APPENDIX 'D'

### Association / Local Union Information and Geographic Jurisdictions

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

Phone:(905) 726-4374  
Fax:(905) 726-3211

Labourers' International Union of North America,  
Ontario Provincial District Council  
555 Burnhamthorpe Road, Suite 700  
Toronto, Ontario M9C 2Y3

Phone: (416) 240-7254  
Fax: (416) 240-7260

District Council Business Manager: Patrick Little, President: Joseph Mancinelli, Vice-President: Carmen Principato, Secretary-Treasurer: Robert Leone, Executive Board: Luigi Carrozzi, Arthur Adams, Jim MacKinnon.

Labourers' International Union of North America,  
Central and Eastern Canada Regional Office  
44 Hughson Street South  
Hamilton, Ontario L8N 2A7  
Regional Manager: Joseph Mancinelli

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

Universal Workers Union Local 183  
400 Hopkins Street  
Whitby, Ontario L1N 2B9  
Business Manager: Antonio Dionisio

Phone: (905) 668-3004  
Fax: (905) 668-5258

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  
Kingston, Ontario K7K 6C2  
Business Manager: Victor Claro

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



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  
Sudbury, Ontario P3C 4G5  
Business Manager: Arthur Adams

Phone: (705) 674-2515  
Fax: (705) 674-6728

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

Labourers' International Union of North America, Local 506  
3750 Chesswood Drive  
Toronto, Ontario M3J 2P6  
Business Manager: Carmen Principato

Phone: (416) 638-0506  
Fax: (416) 638-1334

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  
1194 Evans Avenue  
Ottawa, Ontario K1H 7Z8  
Business Manager: Luigi Carrozzi

Phone: (613) 521-6565  
Fax: (613) 521-6580

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  
Thunder Bay, Ontario P7C 5V3  
Business Manager: Luigi (Gino) Russo

Phone: (807) 622-0607  
Fax: (807) 622-0454

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

Labourers' International Union of North America, Local 625

4320 Seminole Street

Windsor, Ontario N8Y 1Z7

Business Manager: Walter Dunn

The Counties of Essex and Kent.

Phone: (519) 944-3880

Fax: (519) 974-6029

Labourers' International Union of North America, Local 837

44 Hughson Street South

Hamilton, Ontario L8N 2A7

Business Manager: Manuel Bastos

Phone: (905) 529-1116

Fax: (905) 529-2723

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

280 Bruce Street

Sault Ste. Marie, Ontario P6B 1P6

Business Manager: Wayne Scott

Phone: (705) 942-1036

Fax: (705) 942-1015

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

Labourers' International Union of North America, Local 1059

56 Firestone Blvd.

London, Ontario N5W 5L4

Business Manager: Jim MacKinnon

Phone: (519) 455-8083

Fax: (519) 455-0712

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

Labourers' International Union of North America, Local 1081

812 Lawrence Street

Cambridge, Ontario N3H 2N1

Business Manager: Manuel Andrade

Phone: (519) 653-3333

Fax: (519) 653-8086

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

Labourers' International Union of North America, Local 1089

1255 Confederation Street

Sarnia, Ontario N7S 4M7

Business Manager: Robert Leone

Phone: (519) 332-1089

Fax: (519) 332-6378

The County of Lambton.

## APPENDIX 'E'

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

### **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 40, Station 'Q'  
Toronto, Ontario M4T 2L7

### **Tri-Fund:**

For all Local Unions, make cheque payable to:

The Canadian Tri-Fund

and shall be remitted directly to:

Labourers' Pension Fund of Central and Eastern Canada  
7 Campbell Street  
Moncton, New Brunswick E1C 1J1

Welfare, Training & Other Contributions:

<b>Local Union:</b>	<b>Payable to:</b>	<b>Mail to:</b>	<b>Phone/Fax:</b>
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)	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]

<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 Avenue 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	All remittances to:	[Tel: (905) 946-8655] [Fax: (905) 946-2535]
Organizing Fund	Labourers' Local 493 Organizing Fund	c/o J.J. McAteer & Associates Ltd., Employee Benefit Plan Services 45 McIntosh Drive Markham, ON L3R 8C7	
Training Fund	Labourers' Local 493 Training Fund		
Local 506	Trustees of Labourers' Union Local 506 (Construction 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 1194 Evans Avenue Ottawa, ON K1H 7Z8	[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 507 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]
Local 625	Trustees of the L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust	c/o The Bank of Nova Scotia 1 St. Clair Avenue East, Toronto, ON M4T 1Z3	[Tel: (416) 922-6106] [Fax: (416) 635-6464]
Local 625 Training	LIUNA Local 625 Training Fund	c/o LIUNA Local 625 4320 Seminole Street Windsor, ON N8Y 1Z7	[Tel: (519) 944-3880] [Fax: (519) 974-6029]
Local 625 GRRSP	Local 625 GRRSP Fund		

<b>Local Union:</b>	<b>Payable to:</b>	<b>Mail to:</b>	<b>Phone/Fax:</b>
Local 837	LIUNA Local 837 Welfare Fund	All remittances to:	
Local 837 – Training	Labourers' Local 837 Training Trust	c/o LIUNA Local 837 44 Hughson St. South, Hamilton, ON L8N 2A7	[Tel: (905) 529-1116] [Fax: (905) 529-2723]
Local 837 - Vacation with Pay	Local 837 (Hamilton) Vacation Pay Trust Fund		
<b>Local 1036</b>	Labourers' Local 1036 Employee Benefit Trust Fund	c/o Royal Bank of Canada P.O. Box 9285, Station "A" Toronto, ON M5W 3M1	
Local 1036 - Training	Labourers' Local 1036 Training Fund	c/o Labourers' Pension Fund of C & E Canada P.O. Box 40, Stn. "Q" Toronto, ON M4T 1L0	[Tel: (416) 932-1100] [Fax: (416) 932-1177]
Local 1059	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 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	LIUNA Local 1059	c/o LIUNA Local 1059	
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]
<b>Local 1089</b>	Labourers' Local 1089 (Sarnia) Benefit Trust Fund)	All remittances to:	
Local 1089 – GRSP	Labourers' Local 1089 G.R.S.P. Fund	c/o LIUNA Local 1089 1255 Confederation Street Sarnia, ON N7S 4M7	[Tel: (519) 332-1089] [Fax: (519) 332-6378]
Local 1089 - Training	The Administrator of Local 1089 Training Fund		