

PROVINCIAL COLLECTIVE AGREEMENT

May 1st, 2013 - April 30th, 2016

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COLLECTIVE AGREEMENT

BETWEEN:

OPERATING ENGINEERS EMPLOYER BARGAINING AGENCY

hereinafter referred to as the “Employer”

- and -

OPERATING ENGINEERS EMPLOYEE BARGAINING AGENCY

hereinafter referred to as the “Union”

WHEREAS the Union and the Employer are desirous of establishing a form of standard collective agreement with respect to employees of Employers engaged in the construction industry as defined in the Labour Relations Act and equipment rental within the Province of Ontario, 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 - DURATION OF AGREEMENT

- 1.1 This Agreement shall become effective on the 1st day of May, 2013 and shall continue to remain in effect until the 30th day of April, 2016, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination, or proposed revision of this Agreement within one hundred and twenty (120) days before the 30th day of April, 2016, or in a like period in any year thereafter.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer for whom the Union has bargaining rights within the Province of Ontario engaged in work covered by the schedules and classifications set out in this Agreement, and any additional classifications as may be agreed to by the parties.
- 2.2 The on site operation, repair, maintenance and servicing of all equipment listed in this Agreement shall be performed by a member of the Union including the assembly and dismantling of equipment operated by members of the Union and coming within the jurisdiction of the Union, boom, boom sections and counter-weight installation and removal and any other requirements necessary to put equipment into production or preparation for removal from operations. Additional assistance by other than Union members for the installation or removal of boom, boom sections and counterweight components shall only be used upon agreement with the Union.
- 2.3 When repairs are performed in the field by the Employer, this agreement shall apply and the crew of the equipment under repair will assist with the service and such repair on the job site. In the event it is not possible to employ the crew productively on such repairs they may be utilized on other work within the classifications of this Agreement but they shall not replace another crew.
- 2.4 After the initial erection when a Climbing or Traveling Crane or other Tower Hoist is being climbed, repaired or dismantled, one of the regular operators of such crane or hoist shall form part of the crew performing such work and shall take instructions from the person directing that crew.

Article 2 - continued

- 2.5 When equipment covered by this Agreement is being moved from place to place under its own power, only employees covered by this Agreement shall be used to move such equipment.
- 2.6 No equipment shall be operated by demonstrators on a site for more than two (2) working days without the Union being notified and a qualified Union Operator being present in order that he may familiarize himself with the equipment.

ARTICLE 3 - UNION SECURITY

- 3.1 a) The Employer shall first call the Union Office whenever personnel are required. If the Union cannot supply such personnel within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, the Employer may secure such personnel from any other source. The Employer may recall former regular employees through the Union Office who have been absent from the Employer up to twelve (12) months.
- b) Regular employees shall be defined as employees who have been on the Employer's payroll for six (6) consecutive months or more.
- c) Temporary employees shall be defined as employees who are in receipt of a retirement pension from the I.U.O.E., Local 793 Pension Plan.
- d) **RECALL PROCEDURE (except Employers covered by Schedule "A")**

In the event of recall of employees covered by this Agreement under **Article 3.1 a)**, the Employer shall abide by the following procedure, provided the employees to be recalled are capable of performing the required work:

- (i) First recalled shall be members of the Union, except those identified in **ii), iii)** and **iv)** below;
- (ii) Second recalled shall be temporary employees as defined in **Article 3.1 c)**;
- (iii) Third recalled shall be members of the Union from out-of-province working on permits or travel cards;
- (iv) Last recalled shall be applicants for membership in the Union.
- 3.2 All personnel hired shall be required to have a clearance card issued by the Union before they start to work, unless other arrangements are made with the Union dispatcher. Such clearance cards will not be unreasonably withheld.
- 3.3 Employees working under this Agreement shall be members of the Union in good standing, or make application to become members of the Union within seven (7) days of hiring or be replaced upon written request by the Union.
- 3.4 a) The Employer agrees to engage only those sub-contractors and equipment rentals (except equipment dealers) who are in contractual relations with the Union to perform work set out in the classifications of this Agreement, dredging, or as otherwise agreed to by the parties.
- b) Without restricting in any way, the application of the sub-contracting provision contained in **Article 3.4 (a)** of this Agreement, an Employer who undertakes a contract with an owner to provide construction management services shall be subject to said **Article 3.4 (a)** unless:

Article 3 - continued

- (i) The Owner solicits directly, bid(s) for work covered by this Agreement from contractor(s) not bound to this Agreement; and
 - (ii) The Owner accepts bid(s) from such contractor(s); and
 - (iii) The Owner contracts or sub-contracts directly with such contractor(s) without contractual obligation of the Employer for the work of such contractor(s), other than for the negligent acts or omissions of the Employer.
 - (iv) Any failure to comply with **Article 3.4 (b) (i, ii, iii)** shall render the Employer liable for damages equivalent to those for the breach of the subcontracting provision set forth in **Article 3.4 (a)**.
- c) Owner-Operators who perform work covered by this Agreement shall be signatory to an Agreement with the Union and shall also be:
- (i) a member in good standing of the Union; and
 - (ii) in good standing on contributions under the Health Plan, Pension Plan, Training Fund, Advancement Dues and for Working Dues, as required by this Agreement.

If the Union advises an Employer bound by this Agreement that an Owner-Operator engaged by such Employer is in violation of this Article, the Employer shall within twenty-four (24) hours replace such Owner-Operator.

- 3.5 a) As a condition of employment the Employer shall require each employee to sign a form which authorizes the Employer to deduct regular monthly union dues, working dues, advancement dues, initiation fees and annual assessments from the employee's pay.

The regular monthly Union dues shall be deducted from each employee on the first pay period of each month.

The Union shall notify the Employer of the amounts and any changes thereto of the above-mentioned deductions.

- b) All dues, fees and assessments so deducted shall be remitted together with Pension and/or Benefit contributions set out in this Agreement on or before the 15th day of the month following the month in which such deductions were made. The Employer shall, when making all remittances to the Union, identify employees both by name and Social Insurance Number and indicate the amount deducted from each employee.

- 3.6 The Employer and the Union shall hold a pre-job meeting involving any project at the request of either party.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right without restriction, save and except such prerogatives of management as may be specifically modified by the terms and conditions of this Agreement.

Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

Article 4 - continued

- a) to determine qualifications, classify, transfer, hire, direct, promote, demote, lay off, discipline and discharge employees for just cause and to increase and decrease working forces in accordance with the terms of this Agreement.
 - b) to determine the materials to be used, design of the products to be handled, facilities and equipment required, scheduling of work and locations of equipment.
 - c) to determine the rules and regulations to be observed by employees, violations of which may be the cause for discipline and may include discharge.
- 4.2 The Employer recognizes that the employee and the Union have recourse through the grievance procedure if they feel that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement. At the request of the employee concerned, incidents of alleged discharge for cause shall be in writing.

ARTICLE 5 - JOINT LABOUR MANAGEMENT COMMITTEE

- 5.1 The parties hereto agree to the establishment of a Joint Labour Management Committee composed of representatives of the Employer and representatives of the Union.

The purpose of this committee will be for the effective administration of the Collective Agreement and to provide a means of communication for the resolution of any or all disputes that may arise through the application of the Agreement. Meetings will be held as deemed necessary in the interests of both parties.

- 5.2 This Committee may also meet to consider changes to the Collective Agreement as presented by the Union and the applicable Employer Association.

Such changes shall apply only to the geographical area affected and shall only take effect on approval by the designated Employee and Employer Bargaining Agencies.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1 There shall be an earnest effort on the part of both parties to this Agreement, to settle promptly through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretation, application or administration of this Agreement.
- 6.2 All grievances to be dealt with under **Step Two** below, shall be in writing, on forms supplied by the Union and signed by the employee having such grievance.
- 6.3 Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change at later steps except by mutual agreement in writing with the Employer, or in the case of remedy, an Arbitration Board.
- 6.4 In determining the time which is allowed in the various steps of **Articles 6 and 7**, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.
- 6.5 If advantage of the provisions of **Articles 6 and 7** hereof is not taken within the time limits specified therein or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.
- 6.6 The Employer shall designate and name the official to whom a written grievance is submitted at **Step #2**.

Article 6 - continued

- 6.7 a) It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his foreman or other supervisory personnel acting in this capacity and given him an opportunity to

deal with the complaint. His decision shall be made known to said employee within forty-eight (48) hours. Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1 -

Within ten (10) full working days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee and/or a Union representative shall present the grievance in writing to the official of the Employer named by the Employer to handle grievances at this Step. If a settlement satisfactory to the Union and the employee concerned is not reached within two (2) full working days, the grievance may be presented as indicated in **Step #2** at any time within five (5) full working days thereafter or if the grievance involves monetary, discipline or discharge matters, not involving the interpretation of the Agreement to final and binding determination.

STEP 2 -

At this step the grievance may be submitted to a local area Joint Committee consisting of representatives of the Union and representatives of the area Employer Association. Should no satisfactory settlement be reached within five (5) working days of the grievance being submitted to the local area Joint Committee, the grievance may be presented as indicated in **Step #3**.

STEP 3 -

At this step the grievance shall be referred to the Joint Labour Management Committee which shall convene a meeting within ten (10) full working days to deal with the grievance. Should no satisfactory settlement be reached within five (5) full working days after the meeting, the grievance may be submitted to arbitration.

- b) The Union may process a written grievance which involves a number of employees of an Employer or the interpretation of the Agreement. Such grievance shall be commenced at **Step #3** of the above procedure.

The Employer Bargaining Agency or an Employer may process a written grievance alleging a violation of, or the interpretation of this Agreement at **Step #3** of the above procedure.

Such grievances shall be commenced at **Step #3** within ten (10) full working days after the circumstances giving rise to the grievance occurred or originated.

- c) No decision or settlement involving any grievance which has been dealt with at **Step 1** or **2** above, other than grievances which have been properly referred to final and binding determination, shall be used by any party as a precedent in future cases and shall be treated as only applicable to the grievance in question.

- 6.8 Notwithstanding the above, a grievance concerning wages and fringe benefits may be presented within thirty (30) days after the circumstances giving rise to the grievance occurred or originated and further provided that a grievance concerning Welfare or Pension contributions may be presented within thirty (30) days after the particulars of such grievance should have reasonably become first known to a Union Representative.

ARTICLE 7 - ARBITRATION

- 7.1 The parties to this Agreement agree that any grievance which has been properly carried through all of the steps of the grievance procedure outlined in **Article 6** may be referred to a Board of Arbitration or other final determination within twenty (20) working days after completion of **Step #3** of **Article 6.7**.
- 7.2 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.
- 7.3 Within five (5) working days of the request by either party for a Board each party shall notify the other in writing of the name of its appointee.
- 7.4 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third member as Chairman within five (5) days of the notification mentioned above, the Minister of Labour of the Province of Ontario will be asked to appoint a Chairman.
- 7.5 The decisions of the Board of Arbitration or a majority of such Board constituted in the above manner shall be binding on the parties to this Agreement.
- 7.6 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions, for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 7.7 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman.

ARTICLE 8 - NO STRIKES, NO LOCKOUTS

- 8.1 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed that there shall be no strike, picketing, slowdown or stoppage of work, either complete or partial, and that during the term of this Agreement there shall be no lockout.

ARTICLE 9 - UNION REPRESENTATION

- 9.1 The Union Representative shall, in the course of his duty, have access to the work, where possible, on which members of the Union are employed and the Employer shall assist the Union Representative to obtain a pass to the premises where necessary. The Union Representative shall first make his presence known to the Employer's most senior management representative in the job office. In no instance, however, shall he interfere with the progress of the work.
- 9.2 The Union Representative, when on site, shall abide by all site regulations and safety rules as stipulated in the appropriate safety acts or regulations.
- 9.3 It is agreed that for each project the Union may appoint one employee per Employer per shift to act as Steward, and shall give the Employer notice, in writing, of such appointment and changes thereafter. The Union shall have the authority to appoint an alternate to act as Steward in the absence of the regular Steward. The Union may request the appointment of additional Stewards where considered necessary. Such request shall not be unreasonably withheld. It is further understood and agreed that on mutual agreement of the Union and Employer a Steward appointed shall be considered a company-wide Steward. Such request from the Union shall not be unreasonably denied.
- 9.4 The Steward shall be one of the last two employees covered under the terms of this Agreement to remain working provided he is competent and capable of performing the remaining work.
- 9.5 No discrimination shall be shown against any Steward for carrying out his duties.

ARTICLE 10 - SAFETY, SANITATION AND SHELTER

- 10.1 Adequately heated enclosures or cabs for men operating, maintaining or repairing equipment shall be provided by the Employer where reasonably required.
- 10.2 a) Protective clothing and equipment required under abnormal conditions or during inclement weather will be supplied by the Employer and shall be returned after use.
- b) Concrete Pump Employers shall supply employees with chemical resistant rubber gloves to a maximum of twelve (12) pairs per calendar year.
- 10.3 The Employer, the employees and the Union agree to abide by the provisions of the Canadian Standards Association Code Z-150 and Code Z-248.
- 10.4 a) The Employer agrees to supply the necessary drinking water and paper cups.
- b) The Employer agrees to provide sanitary facilities, within close proximity to the work area, with flush toilets, where practicable.
- 10.5 Adequately heated shelter for employees to eat their lunch shall be provided by the Employer, with table and seating space, which shall be maintained in a clean and sanitary condition by the employees and the Employer unless other arrangements are made with the Union.
- 10.6 a) In the event of a fire or theft resulting in the loss of clothing or tools, the Employer will replace such items at their actual value to a maximum of Five Hundred Dollars (\$500.00) except as provided in **(b)** hereof, provided that such clothing and tools are kept in a place designated by the Employer. Such replacement is based on proof of loss by fire or theft being made to the Employer.
- b) Mechanics and Operators are to file with their Employers a listing of their tools showing their valuation and the Employer's liability shall be limited to such listing and the replacement value of such tools.
- 10.7 An employee who is injured in the course of performing his duties and requires medical attention by a physician and is certified by the physician that he is unable to continue work shall be paid his regularly assigned hours on the day of injury; otherwise the employee shall be paid his regular wages for any lost time incurred that day due to the injury.
- 10.8 Tower Hoists, Climbing, Skyway, Hammerhead and Traveler type cranes shall be operated from the cab or other suitable heated enclosure and shall be equipped with windshield wipers. Where practical, they shall be equipped with an audio system from the operator to the signalman. The Employer agrees to abide by the Occupational Health and Safety Act, R.S.O. 1990 and its regulations as amended from time to time.
- 10.9 When work is to be performed by mechanics, welders, and servicemen, outside the confines of the shop, adequate protection from weather will be provided.
- 10.10 The Operator shall be directly responsible for the equipment and shall not handle any load if the capability of the equipment to handle the load safely is in question.
- 10.11 Hazardous Waste
The parties agree to be represented on a committee regarding the handling of hazardous waste.

Article 10 - continued

- 10.12 a) An employee injured in the performance of his duties shall resume his former position when medically fit to do so provided his former position was filled by an employee who, subsequent to the time of injury, was hired by the Employer or transferred or otherwise assigned to such position.
- b) 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 this Agreement.
- c) The above shall not apply if the injury is attributable solely to the willful misconduct of the employee.

ARTICLE 11 - PAYMENT OF WAGES AND LAY OFF

- 11.1 a) Wages shall be paid by cash not later than Friday of each week during working hours or by cheque and/or direct deposit no later than Thursday of each week during working hours.
- b) Accompanying each payment of wages shall be a retainable statement identifying both the Employer and the employee, showing the pay period, total hours marked "regular" and "overtime", the hourly rate or rates where the employee performs work in more than one classification during the pay period, the total earnings, the amount of vacation pay, the amount in lieu of Statutory Holiday Pay, the amount and purpose of each deduction, and the net earnings.
- c) The Employer shall provide all pay cheques and retainable statements to employees in sealed envelopes.
- 11.2 a) In the case of lay off, all employees shall be paid up to date on the job site where practical; otherwise, cheques and E.I. Record of Employment Certificate shall be forwarded by Priority Post or Courier to his last known address within forty-eight (48) hours of the lay-off. Notification to, or attempted notification of lay off, to an employee on a Saturday, Sunday or Holiday shall not be considered proper notice unless the employee is working on such days.
- b) Lay off Procedure
In the event of lay off of employees covered by this Agreement, the Employer shall abide by the following procedure provided the remaining employees are capable of performing the work:
- (i) First laid off shall be applicants for membership in the Union;
 - (ii) Second laid off shall be members of the Union from out-of-province working on permits or travel cards;
 - (iii) Third laid off shall be temporary employees as defined in **Article 3.1 c)**;
 - (iv) Last laid off shall be all other members of the Union.
- 11.3 When laid off, employees shall be allowed sufficient time with pay to clear up their personal and Company property on the job site.
- 11.4 When employees who are laid off are not paid up to date on the job site and should the Employer fail to send such wages and/or employment records as stated above, the Employer shall pay eight (8) hours pay at the regular hourly rate for each additional regular working day the employee is required to wait for his pay and records after giving notice to the Employer and giving him four (4) hours to correct such default.

ARTICLE 12 - JURISDICTIONAL DISPUTES

- 12.1 The Employer and the Union agree that there shall be no work stoppage resulting from jurisdictional disputes. In the case of a jurisdictional dispute the Employer agrees to assign work in accordance with the Contractors'

Article 12 - continued

Responsibility Section of the Procedural Rules and Regulations of the Building and Construction Trades Department AFL-CIO.

- 12.2 All jurisdictional disputes shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department AFL-CIO or any method or procedure which may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Employer and the Union.
- 12.3 Where there is any dispute or question about the operation, by Operating Engineers, of any of the equipment listed in the Schedules attached hereto, the Employer shall continue to assign operation of the equipment to such Operating Engineers.

ARTICLE 13 - STATUTORY HOLIDAYS AND VACATION PAY

- 13.1 All work performed on the following holidays, and any additional holiday(s) proclaimed by the provincial government, shall be paid for at double (2x) the regular rate of wages:

New Year's Day
Civic Holiday
Labour Day
Boxing Day

Family Day
Victoria Day
Thanksgiving Day

Good Friday
Dominion Day
Christmas Day

Should any of the above holidays occur on a Saturday or Sunday, such holiday shall be observed on the Monday and/or Tuesday following unless changed by mutual agreement between the Employer and the Union. No work shall be performed on Labour Day except to save life, limb, or property.

- 13.2 Vacation and Statutory Holiday Pay shall be paid weekly to each employee covered by this Collective Agreement, at the rate of ten percent (10%) of the gross wages earned, and income tax will be deducted weekly.

It is understood and agreed that four percent (4%) of the gross wages is to be considered Vacation Pay and six percent (6%) of the gross wages is to be in lieu of Statutory Holiday Pay.

It is understood and agreed that the Statutory Holiday and Vacation Pay will not exceed a total of ten percent (10%) of gross wages.

- 13.3 Vacations may be taken at any time within the calendar year (without loss of position) and every effort shall be made to schedule vacations to benefit both the Employer and the employee.

ARTICLE 14 - I.U.O.E., LOCAL 793 TRAINING FUND

- 14.1 The Union and the Employer agree to maintain and recognize the I.U.O.E., Local 793 Training Trust Fund (Training Fund). The parties agree to abide by the Letters of Understanding attached hereto as **Appendix "B"**.

- 14.2 Apprentices shall be indentured to the Training Fund or an Employer and the Training Fund shall have full authority over the training and education of all Apprentices and the Union shall accept as members of the Union all Apprentices who are approved by the Training Fund and indentured to the Training Fund or an Employer.

- 14.3 The Training Fund shall be responsible for the training, education and upgrading of all trainees and Operating Engineers.

- 14.4 Effective May 1, 2013, each Employer shall contribute Forty-Two Cents (**\$0.42**) per hour to the Training Fund for each hour earned by each employee in his employ, to be submitted with the Pension and Health Fund payments

Article 14 - continued

herein provided, and to be remitted to the Training Fund for the purpose of developing and implementing programs established by the Training Fund.

Effective May 1, 2014, this amount shall increase to Forty-Seven Cents (**\$0.47**) per hour.

Effective May 1, 2015, this amount shall increase to Fifty-Two Cents (**\$0.52**) per hour.

14.5 Apprentices (Except Concrete Pump Trainees)

a) (i) Indentured Apprentices (except Tower Crane Apprentices) shall be paid in accordance with the following schedule:

0 to 2,000 hours worked	—	50% of Licensed Journeyman Base Rate
2,001 to 4,000 hours worked	—	65% of Licensed Journeyman Base Rate
4,001 to 6,000 hours worked	—	80% of Licensed Journeyman Base Rate

The trustees of the Operating Engineers Training Institute of Ontario shall determine at its sole discretion the length of term, the qualifications required to progress to the next term and the scheduling of in-school training, and such judgment shall not be made the subject of a grievance.

(ii) Indentured Tower Crane Apprentices shall be paid in accordance with the following schedule:

0 to 2,000 hours worked	—	50% of Licensed Journeyman Base Rate
2,001 to 3,000 hours worked	—	75% of Licensed Journeyman Base Rate

The trustees of the Operating Engineers Training Institute of Ontario shall determine at its sole discretion the length of term, the qualifications required to progress to the next term and the scheduling of in-school training, and such judgement shall not be made the subject of a grievance.

(iii) When an apprentice has accumulated 6,000 hours worked or credited (or 3,000 hours worked or credited in the case of tower crane apprentices) and has not yet attended his or her final training session at the Operating Engineers Training Institute of Ontario the apprentice shall continue to be paid at the apprentice's most recent rate of pay until the completion of formal training at the Operating Engineers Training Institute of Ontario and the receipt of his or her final results from the Operating Engineers Training Institute of Ontario.

b) All Apprentices must register at the appropriate Union District Office in their area and also on the master list at the Training Centre.

c) Employers shall request Apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Apprentices shall be done from the appropriate Union District Office under the direction of the Training Fund.

d) Present oiler-drivers will remain and as additional personnel are required, indentured Apprentices will be dispatched to the Employer in accordance with **Article (c)** above.

e) Employers will make every effort to keep Apprentices on a steady basis in order to complete their apprenticeship hours as quickly as possible.

Article 14 - continued

- f) Each Apprentice shall, as a condition of employment, be required to comply with and complete all apprenticeship requirements including completing all required hours of work under appropriate conditions including proper rates of pay, appropriate work experience and the attendance of all training courses as specified by the Training Standards of the Operating Engineers Training Institute of Ontario.
- g) An Apprentice who:
 - (1) Completes his hours of on-the-job training;
 - (2) Completes all related training;
 - (3) Successfully obtains his Certificate of Qualification from the Ministry of Colleges & Universities,

will no longer be classified as an Apprentice and will then become the junior Hoisting Engineer with the Employer under all the terms and conditions of the applicable Schedule.

- h) All Apprentices must abide by the Rules and Regulations as spelled out in the Training Standards of the Training Fund.

14.6 Earthmoving Trainees

- a) A new Trainee entering the industry who has taken pre-employment training at the Training Institute will work for his first 1,000 hours at fifty percent (50%) of the current base rate for the machine which he is operating.
- b) When a Trainee has completed his first 1,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Trainee will be employed for the next 1,000 hours at sixty percent (60%) of the current base rate for his classification.
- c) When a Trainee has completed 2,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Trainee will be employed for the next 1,000 hours at seventy-five percent (75%) of the current base rate for his classification.
- d) After completion of 3,000 hours of on-the-job training and all related training as from time to time specified by the Training Fund the Trainee will then fit into the work force at the rate of pay provided for in the Collective Agreement.
- e) Employers shall request Trainees through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Trainees shall be done from the appropriate Union District Office under the direction of the Training Fund.

14.7 Ratio of Trainees

The ratio of Trainees employed by the Employer may be a minimum of one (1) Trainee to each five (5) Journeymen Operating Engineers in his employ, but in all cases, the ratio shall be a minimum of one (1) Trainee to each ten (10) Journeymen Operating Engineers or as otherwise authorized in writing by the Union.

Article 14 - continued

14.8 Concrete Pump Trainees

a) (i) Pre-Training Program

Pre-Trainees shall be paid as follows:

0 to 320 hours worked – 50% of the hourly wage rate as set out in **Article 1.3** and **Schedule “A”**.

(ii) Indentured Concrete Pump Trainees

Indentured Concrete Pump Trainees shall be paid in accordance with the following schedule:

321 to 1,200 hours worked – 50% of the hourly wage rate as set out in **Article 1.3** and **Schedule “A”** including applicable benefit plan and pension plan contributions.

1,201 to 2,000 hours worked – 75% of the hourly rate as set out in **Article 1.3** in **Schedule “A”** including applicable benefit plan and pension plan contributions.

(iii) The trustees of the Operating Engineers Training Institute of Ontario shall determine at its sole discretion the length of term, the qualifications required to progress to the next term and the scheduling of in-school training, and such judgment shall not be made the subject of a grievance.

(iv) When a Concrete Pump Trainee has accumulated 2,000 hours worked or credited and has not yet attended his or her final training session at the Operating Engineers Training Institute of Ontario, the Concrete Pump Trainee shall continue to be paid at the trainee’s most recent rate of pay until the completion of formal training at the Operating Engineers Training Institute of Ontario and the receipt of his or her final results from the Operating Engineers Training Institute of Ontario.

b) All Pre-Trainees and Concrete Pump Trainees must register at the appropriate Union District Office in their area and also on the master list at the Training Centre.

c) Employers shall request Concrete Pump Trainees through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Concrete Pump Trainees shall be done from the appropriate Union District Office under the direction of the Training Fund.

d) Employers will make every effort to keep Concrete Pump Trainees on a steady basis in order to complete their training hours as quickly as possible.

e) Each Concrete Pump Trainee shall, as a condition of employment, be required to comply with and complete all training requirements including completing all required hours of work under appropriate conditions including proper rates of pay, appropriate work experience and the attendance of all training courses as specified by the Training Standards of the Operating Engineers Training Institute of Ontario.

f) A Concrete Pump Trainee who:

- (1) Completes all hours of on-the-job training; and
- (2) Completes all related training;

Article 14 - continued

will no longer be classified as a Concrete Pump Trainee and will then become a Concrete Pump Operator with the Employer under all the terms and conditions of the applicable Schedule.

- g) All Concrete Pump Trainees must abide by the Rules and Regulations as spelled out in the Training Standards of the Training Fund.

14.9 Ratio of Concrete Pump Trainees

- a) The ratio of Concrete Pump Trainees to Journeymen Concrete Pump Operators employed shall be in accordance with the following formula:

<u>Number of Concrete Pump Trainees Required</u>	<u>Number of Journeyman Concrete Pump Operators Employed</u>
1	5
2	14
3	23

The 1 to 9 ratio continues using the above formula.

14.10 Heavy Equipment Operator Apprenticeship Program

The Union and the Employer shall meet to discuss implementing a Heavy Equipment Operator Apprenticeship program.

14.11 Recall of Apprentices and Trainees

Apprentices and Trainees laid off due to lack of work may be recalled by their respective Employer, through the Union District Office, at any time during a one year period provided the Apprentice or Trainee was employed by the Employer for more than ninety (90) working days and is available for work.

14.12 Log Books

Each Apprentice and Trainee will be required to keep a daily work record with each Employer and a copy will be supplied to the Training Institute every thirty (30) days. Failure to do so may result in disciplinary action by the Training Fund.

- 14.13 It is understood and agreed that no employee will receive a reduction in wages or other benefits because of the introduction of this Apprenticeship and Training Program.

ARTICLE 15 - HOURS OF WORK

- 15.1 It is understood and agreed, that the standard work week shall consist of five (5) days Monday to Friday. Eight (8) hours shall constitute a day shift except as noted herein, the said regularly assigned hours to be from 8:00 a.m. to 4:30 p.m., with a one-half (1/2) hour lunch period without pay.

The starting time and the quitting time may be varied earlier by up to one (1) hour by agreement between the Union and the Employer. Such agreement shall not be unreasonably withheld.

15.2 Excavation, Site Preparation, Sewer and Watermain

- a) Site preparation shall mean the excavating of ground to sub-grade level and shall not include pile driving, drilling, boring, dock work, tunnel work or underground services.
- b) The standard work week shall be fifty (50) hours from Monday to Friday inclusive. The standard work day shall not be more than ten (10) hours per day at straight time between 7:00 a.m. and 6:00 p.m.

ARTICLE 16 - OVERTIME

16.1 The Employer may require employees to perform work in excess of their regularly assigned hours and employees shall be given as much advance notice as possible. All time worked by an employee before and after his regular shift on Monday to Friday inclusive except as provided in the **HOURS OF WORK** clause and all hours worked on Saturday and Sunday, shall be paid for at the rate of double (2x) time, (except as provided in the Schedules attached hereto). Double (2x) time shall continue for hours worked until the employee has eight (8) consecutive hours off.

ARTICLE 17 - SHIFT WORK

For all work except industrial Projects within the geographic Area covered by Schedule “H” - Hamilton Area Schedule and area covered by Schedule “F” Sarnia - Area Schedule.

17.1 When shift work outside the normal hours referred to in **Article 15** is worked, payment shall be on the following basis:

- a) Employees required to work the second or afternoon shift shall receive a shift premium of Two Dollars and Fifty-Eight Cents (\$2.58) per hour worked. Effective May 1, 2014, this amount shall increase to Two Dollars and Sixty-Six Cents (\$2.66). Effective May 1, 2015, this amount shall increase to Two Dollars and Seventy-Four Cents (\$2.74).
- b) Employees required to work the third or night shift shall receive a shift premium of Three Dollars and Nine Cents (\$3.09) per hour worked. Effective May 1, 2014, this amount shall increase to Three Dollars and Eighteen Cents (\$3.18). Effective May 1, 2015, this amount shall increase to Three Dollars and Twenty-Eight Cents (\$3.28).
- c) Notwithstanding (a) and (b) above on a two-shift operation (24 hour basis) where the second shift encompasses parts of the afternoon shift and night shift (third shift) employees shall receive a shift premium of Two Dollars and Eighty-Three Cents (\$2.83) per hour worked. Effective May 1, 2014, this amount shall increase to Two Dollars and Ninety-One Cents (\$2.91). Effective May 1, 2015, this amount shall increase to Three Dollars (\$3.00).

17.2 **Applicable to Shift work on Industrial Projects within the Geographic Area covered by Schedule “F” – Sarnia Area Schedule and on Industrial Projects within the Geographic Area covered by Schedule “H” – Hamilton Area Schedule**

- a) When an employee has been scheduled by the Employer to work the entire work week but loses a day’s work (or part thereof) due to a change in his shift during such work week, he will be paid that day’s wages (or part thereof) up to a maximum of eight (8) hours pay as a result of the shift change.
- b) When shift work outside the normal hours is worked, payment shall be on the basis as set out in **17.2 c)**.
- c) This Schedule shall be related to **Hours of Work**.

WORK PERIOD	START TIME	LUNCH BREAK	FINISH WORK	ACTUAL HOURS WORKED	HOURS TO BE PAID	
					WEEK DAYS	SAT. SUN. HOLIDAYS
Regular Hours	8:00 a.m.	12:00 – 12:30 p.m.	4:30 p.m.	8	8	16
Shift Work (shift outside normal hrs. e.g.)	3:00 p.m.	6:30 – 7:00 p.m.	10:30 p.m.	7	8	15
1st 8 hour shift	8:00 a.m.	12:00 – 12:30 p.m.	4:30 p.m.	8	8	16
2nd 7 hour shift	4:30 p.m.	8:00 – 8:30 p.m.	*12:00 a.m.	7	8	15

Article 17 – continued

WORK PERIOD	START TIME	LUNCH BREAK	FINISH WORK	ACTUAL HOURS WORKED	HOURS TO BE PAID	
					WEEK DAYS	SAT. SUN. HOLIDAYS
1st 8 hour shift	8:00 a.m.	12:00 – 12:30 p.m.	4:30 p.m.	8	8	16
2nd 8 hour shift	4:30 p.m.	8:30 – 9:00 p.m.	1:00 a.m.	8	10	17
1st 8.5 hour shift	8:00 a.m.	12:00 – 12:30 p.m.	5:00 p.m.	8.5	9	17
2nd 8.5 hour shift	5:00 p.m.	9:00 – 9:30 p.m.	2:00 a.m.	8.5	11	18
1st 9 hour shift	8:00 a.m.	12:00 – 12:30 p.m.	5:30 p.m.	9	10	18
2nd 9 hour shift	5:30 p.m.	9:30 – 10:00 p.m.	3:00 a.m.	9	12	19
1st 10 hour shift	8:00 a.m.	12:00 – 12:30 p.m.	6:30 p.m.	10	12	20
2nd 10 hour shift	6:30 p.m.	10:30 – 11:00 p.m.	5:00 a.m.	10	14	21
1st 11 hour shift	8:00 a.m.	12:00 – 12:30 p.m.	7:30 p.m.	11	14	22
2nd 11 hour shift	7:30 p.m.	11:30 – 12:00 p.m.	7:00 a.m.	11	16	23
1st 12 hour shift	8:00 a.m.	12:00 – 12:30 p.m.	8:30 p.m.	12	16	24
2nd 11 hour shift	8:30 p.m.	12:30 – 1:00 a.m.	8:00 a.m.	11	16	23
<u>Three Shift Options</u>						
1st shift	8:00 a.m.	12:00 – 12:30 p.m.	4:30 p.m.	8	8	16
2nd shift	4:30 p.m.	8:00 – 8:30 p.m.	*12:00 a.m.	7	8	15
3rd shift	*12:00 a.m.	3:30 – 4:00 a.m.	7:30 a.m.	7	8	15

* DENOTES MID-NIGHT

NOTE: If the starting and quitting time is required to be varied due to job requirements, this Schedule will be used as a guide with the same principles of scheduling to apply.

ARTICLE 18 - MEALS AND REFRESHMENT BREAKS

18.1 Where an employee is continually employed for more than two (2) hours beyond the normal quitting time of his shift, he shall be provided with a hot meal where practicable and allowed time at straight time rates of pay to eat, and this formula shall apply for each additional four (4) hours of work thereafter.

18.2 It is agreed that all employees of the Employer will be permitted time in each one-half (1/2) of their respective shifts to drink coffee, or like refreshments, on the job, during regular working hours and shift work. The time of these breaks is to be determined by the project superintendent or job foreman.

ARTICLE 19 - REPORTING ALLOWANCE

19.1 An employee who reports for work as usual and who, through circumstances beyond his control, cannot complete the day's work, shall be paid for eight (8) hours (or as set out in the appropriate Schedule attached hereto). However, he shall remain at work on maintenance of his machine or other equipment coming within his craft, unless released by the Foreman.

ARTICLE 20 - RECALL AND PREMIUM TIME CALL-OUT

20.1 When an employee is recalled to work after completion of his normal day's work, Monday to Friday inclusive, he shall be paid a minimum of three (3) hours' pay at the applicable premium rate.

20.2 When an employee is required to report for work on a Saturday, Sunday or Holiday, he shall be paid a minimum of four (4) hours at the applicable premium rate. In the event an employee is recalled to work on a Saturday, Sunday or Holiday, he shall be paid a minimum of a further four (4) hours at the applicable premium rate.

ARTICLE 21 - COMMUTING, INITIAL TRAVEL AND LIVING ALLOWANCE

21.1 Commuting, Initial Travel and Living Allowance shall be as set out in the appropriate Schedule attached hereto.

ARTICLE 22 - CAMP ACCOMMODATION

22.1 Living Allowance will not apply where employees can be accommodated at a Camp arranged for by the Employer, in which case the Employer will pay the cost of the accommodation provided. However, an employee, if he so chooses, may accept the applicable Living Allowance in lieu of the accommodation provided by the Employer.

22.2 Where camp accommodation is not provided for in the attached Schedules, camp conditions shall be determined at a pre-job meeting.

22.3 The Employer will arrange to keep the cafeteria open for a reasonable time after work to permit employees to clean up before eating.

ARTICLE 23 - CAMP RULES AND REGULATIONS - (Applicable to Schedule "N" only)

23.1 When the Parties to this Agreement are responsible for the building of a camp for board and housing accommodation, the following shall apply:

23.2 Camp accommodation, standing and mobile, will be built and installed by members of Trade Unions recognized by the Building Trades Council.

23.3 It will not be a violation of this Agreement if the members of the Union refuse to occupy camps, whether standing or mobile, if the above clause has not been adhered to.

23.4 The accepted Standard Camp Conditions governing both standing and mobile will be as follows:

Camp Site

Every camp shall be so located that good natural drainage is provided against year round climatic conditions.

Occupancy

No camp shall be occupied before inspection and sanction by the duly authorized Camp Committee. This shall apply to any and all additions.

Accommodations

The Standard accommodation shall be approximately one hundred and twelve (112) square feet of floor space per room for two (2) men. Two (2) enclosed clothes cupboards of at least six (6) square feet of floor space and of sufficient height to allow the hanging of overcoats and the like.

- One light for each bed, one light (ceiling) for each room; one wall plug for each bed.
- Two (2) beds per room with box spring mattresses at least six (6) feet in length.
- One window per room; one mirror per room; one table and two (2) chairs per room; one waste paper basket.
- There shall be individual room-controlled heat by valve or damper.
- Clean linen once a week, blankets laundered out every three (3) months, or when deemed necessary. New men to be supplied with clean blankets and sheets.
- Interior of bedrooms painted including washrooms.
- All floors in all rooms to be covered with material other than wood, e.g., linoleum or tile.

Article 23 - continued

Toilet and Washroom Facilities

1 to 15 men - 2 flush toilets
16 to 30 men - 4 flush toilets
and one (1) additional flush toilet for every additional fifteen (15) men thereafter.

There shall be sufficient urinals; one shower for every ten (10) men; one wash basin for every five (5) men; to be of the porcelain type (as in household bathrooms); one mirror to each basin.

One laundry room washing machine, a dual wash tub for every twenty-five (25) men, one separately heated dry room for every housing unit. (The foregoing to be contained in the same building as the sleeping quarters). One dryer to be located in the laundry room.

Recreation

Recreation rooms shall be supplied. Smokes and soft drinks shall be available.

Outside walls of the above to be completely closed-in cold weather.

Sidewalk to be provided between the living quarters, from living quarters to dining rooms and recreation rooms.

The above to be Standards for Stationary or Permanent type camps. In the initial construction of the above, the camp construction workers in areas where there are no hotel accommodations, shall construct such housing as is necessary for them (this is not a tent).

When bunkhouses are built to the degree that they can be occupied, the camp construction workers shall move into such quarters and their original buildings shall be disposed of or not used for lodging from time to time.

Mobile Camps

In the matter of mobile camps, such mobile camps are acceptable providing the Standards of accommodations equal that which are outlined below:

Only trailers that are built, conveyed to the camp site, set up, maintained by members of affiliated Unions to the various Building and Construction Trades Councils will be acceptable.

When trailers are used, they must be spaced not less than seven (7) feet apart and be staggered so that when doors are opened the hallways are not blocked.

Washrooms must be situated so that they are readily accessible by weatherproof walkways from the sleeping trailers.

There must be individual heat in each room occupied by two (2) men by propane heat or the equivalent of not less than 20,000 BTU.

Catering

Cafeteria style of serving meals will be acceptable, providing dishes are carried back by the Culinary Staff. The food shall be of good quality and have the approval of the Camp Committee of Building and Construction Trades Council of Ontario.

There shall be sufficient housekeeping staff supplied by the Culinary Workers to keep the bunkhouses clean, and beds shall be made up each day by such staff.

Article 23 - continued

Kitchen facilities, equipment and food supplies shall be subject to inspection by the duly authorized Camp Committee at any and all times and further all grievances shall be dealt with by said Committee.

ARTICLE 24 - HEALTH PLAN - PENSION PLAN

24.1 The parties hereto agree that the Employee Benefit Plans shall be jointly trusted by an equal number of trustees appointed by Employer organizations and a like number of trustees appointed by the Union.

24.2 a) Applicable to all **Schedules “A” to “O”** attached hereto except **Schedule “H”** – Hamilton.

Effective **May 1, 2013**, Employers shall contribute in total:

Eleven Dollars and Fourteen Cents (**\$11.14**) per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the “Health Plan”) and to the International Union of Operating Engineers, Local 793 members Pension Benefit Trust of Ontario (the “Pension Plan”) for each hour earned by each employee in his employ.

It is agreed that Employers shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan, as set out in **Appendix “A”** of this Agreement.

Effective **May 1, 2014** the total Employer contributions of Eleven Dollars and Fourteen Cents (**\$11.14**) per hour shall increase to Eleven Dollars and Forty-Eight Cents (**\$11.48**) per hour earned.

Effective **May 1, 2015**, the total Employer contributions of Eleven Dollars and Forty-Eight Cents (**\$11.48**) per hour shall increase to Eleven Dollars and Eighty Cents (**\$11.80**) per hour earned.

b) Applicable only to **Schedule “H” - Hamilton** attached hereto.

Effective **May 1, 2013** Employers shall contribute in total:

Eleven Dollars and Fifty-Four Cents (**\$11.54**) per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the “Health Plan”) and to the International Union of Operating Engineers, Local 793 members Pension Benefit Trust of Ontario (the “Pension Plan”) for each hour earned by each employee in his employ.

It is agreed that Employers shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan, as set out in **Appendix “A”** of this Agreement.

Effective **May 1, 2014**, the total Employer contributions of Eleven Dollars and Fifty-Four Cents (**\$11.54**) per hour shall increase to Eleven Dollars and Eighty-Eight Cents (**\$11.88**) per hour earned.

Effective **May 1, 2015**, the total Employer contributions of Eleven Dollars and Eighty-Eight Cents (**\$11.88**) per hour shall increase to Twelve Dollars and Twenty Cents (**\$12.20**) per hour earned.

Article 24 - continued

- 24.3 (i) These monies shall be remitted in accordance with this Collective Agreement and shall be remitted by the 15th day of the month following the month in which the hours have been earned. Supporting information entered on a Reporting Form as designated by the Trustees shall also be remitted by the 15th day of the month following the month in which the hours have been earned, and at no time shall the contributions be paid directly to the employee.
- (ii) In the event an Employer fails to remit any contributions, deductions or remittances for the Health Plan, the Pension Plan, dues, fees or assessments pursuant to **Article 3**, I.U.O.E., Local 793 Trades Training Fund pursuant to **Article 14**, Working Dues Check-off, Advancement Dues Check-off or Employer Labour Relations Fund, by the 15th day of the month due, the Employer shall pay to the appropriate fund as liquidated damages and not as a penalty, an amount equal to three percent (3%) per month, compounded monthly (42.6% per annum) for any delinquent contributions, deductions or remittances fifteen (15) days in arrears calculated from the date due, provided the Employer has received five (5) days prior written notice to correct such delinquency and has not done so.
- (iii) With reasonable cause, the Trustees may request an Employer to submit to them within a stipulated period a certified audited statement of payroll contributions to these funds for a period not to exceed the period from the effective date of this Agreement until the date the audit takes place. Such statements shall reply to the questions submitted to the Employer by the Trustees.
- (iv) If the Employer does not submit the certified audited statement as per **Article 24.3 (iii)**, the Trustees may appoint an independent chartered accountant to enter upon the Employer's premises during the regular business hours to perform an audit of the Employer's records only with respect to the Employer's contributions or deductions to the required Employee Benefit Plan.
- (v) Where the trustees appoint an auditor, the cost of the audit shall be borne by the appropriate funds or plans, but the cost of the audit shall be borne by the Employer if the Employer is found to be in deliberate violation of the Agreement. In addition, the trustees may assess a penalty not to exceed Twenty-Five Thousand Dollars (\$25,000.00), if the audit discloses any deliberate violation.
- 24.4 In the event such audit reveals that the Employer has failed to remit contributions in accordance with the provisions of this Agreement, the Employer shall, within five (5) days of receipt of written notice from the Trustees, remit all outstanding contributions together with any liquidated damages required under the terms of **Article 24.3 (ii)** above and completed supporting contribution report forms as required by the Plan.
- 24.5 (i) When an Employer fails to remit all delinquent contributions the provisions of **24.3 (ii)** shall apply and the Union, on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employers under **Section 133** of the *Labour Relations Act* of Ontario. All costs of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.
- (ii) Where the parties agree to a settlement of a delinquency and such settlement is violated by the Employer, the violation may be used by the Union as evidence [subject to **Article 24.3 (iii)**] at the Ontario Labour Relations Board; and **Article 24.3 (ii)** shall apply.
- (iii) In the event that a grievance alleging that an Employer has failed to remit the proper contributions, deductions or remittances 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:

Article 24 - continued

A statement signed by a member of the Union, a business representative, a trustee or the administrator of a 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 with proper documentary evidence.

- (iv) If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to pay wages to employees or a failure to make appropriate payments to a Trust Fund or an administrator as required by this Agreement is litigated and the Board determines that an Employer has violated the Agreement, then the Ontario Labour Relations Board or the Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation cost of all witness(es), business representative(s), and the delinquency control officer, conduct money, cost incurred in serving a summons, any expenses incurred by the Union pursuant to **Section 133 (10)** of the Labour Relations Act or otherwise, for the Board of Arbitration.
 - (v) The Union may with cause require an Employer to post or secure an unconditional letter of credit or other form of security acceptable to the Union to cover any delinquencies as required by this Agreement. The maximum amount of the unconditional letter of credit or other form of security shall be the amount the Employer would be expected to contribute for a four (4) month period or Twenty Thousand Dollars (\$20,000.00) whichever is the greater amount.
 - (vi) The parties recognize that the payments to the various Trust Funds as required by this Agreement are part of a total wage package. For the purposes of directors' liability to employees under the Ontario Business Corporations Act and the Canada Business Corporations Act, the wages set out in this Agreement are the total wage packages set out in **Schedules "A" to "O"** attached hereto.
- 24.6 Where the Union has taken prior proceedings and obtained a decision against an Employer for delinquent contributions, deductions or remittances, the Union may require the said Employer to post a cash bond, certified cheque or other form of security acceptable to the Union, not to exceed Twenty Thousand Dollars (\$20,000.00), or an amount equal to four (4) months contributions whichever is the greater amount, to be held in trust by the Trustees for a period to be determined by the Trustees. In the event that the said Employer again becomes delinquent for contributions, deductions or remittances, the Union and/or the Trustees may apply the cash bond or certified cheque, or any portion thereof, to satisfy the delinquency and require the Employer to replenish the cash bond or certified cheque in a higher amount. In the event that the cash bond or certified cheque does not satisfy the full amount of the delinquency, the Union may take other proceedings to recover the balance.
- 24.7 If an Employer does not have any employees in his employ, he shall submit a NIL report in accordance with the provisions of **Article 24.3**.
- 24.8 The Trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Union of the failure by the Employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Programs Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said program in compliance with the Regulations of the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.
- 24.9 (i) Where the Union has instituted proceedings against a delinquent Employer under **Section 133** of the Labour Relations Act of Ontario as described in **Article 24.5 (i)** and the delinquent Employer has failed to provide the supporting information in the manner and date(s) provided for in **Article 24.3 (i)**, the parties agree that the Union may use the information provided by the delinquent Employer on prior

Article 24 - continued

Reporting Forms to arrive at a reasonable and probable estimate of the current delinquency, which shall include all amounts owing as described in **Article 24.3 (ii)**.

- (ii) The Union shall also be able to add an additional 25% to the estimate so arrived at, in order to address any possible increases that may have occurred from the prior Reporting Forms.
- (iii) The Employer shall agree that an estimate so arrived at by the Union plus the additional 25% described above shall be accepted by itself and deemed by all parties to be an accurate representation of the current balances owing by the delinquent Employer.
- (iv) A delinquent Employer who has failed to provide supporting documentation as outlined in **Article 24.9 (i)** shall be estopped from challenging the estimate arrived at by the Union pursuant to that section, save and except that the Employer may challenge the estimate through the production of accurate supporting information at any time before such date as the proceedings under **Section 133** as described above are concluded, but not thereafter.
- (v) If it is later determined that the 25% increase to the balance was not sufficient to meet the actual increase, the Union shall be permitted to file a further grievance for any differences owed.

24.10 Working Dues Check-Off

The Employer agrees to deduct from each employee in the bargaining unit, working dues at the rate of two percent (2%) of the total monetary package which includes the hourly rate, vacation pay, health plan and pension plan contributions for each hour earned by each employee.

The Employer shall deduct fifteen cents (**\$0.15**) per hour for each hour earned by each employee covered by this Collective Agreement for Advancement Dues.

The Union will notify the Employer and Employer Bargaining Agency of any changes to working dues and similar deductions.

Such deductions shall be forwarded along with the remittances required under **Article 24.2** and **24.3** and supporting information shall be as required by the Trustees on the Reporting Forms.

Such deductions shall be immediately paid to the Union by the Administrator of the Plans.

The Union agrees to hold harmless and indemnify the Employers, the Employer Bargaining Agency and the Trustees against any liability incurred as a result of deductions made under **Article 24.10** above.

- 24.11 (i) Each Employer bound by this Agreement shall contribute an amount per hour, as set out, and as amended from time to time, in the applicable Schedule, for each hour paid or worked by each employee covered by this Agreement as such Employer's contributions to the administrative costs of the applicable Association.
- (ii) The Constituents of the Employer Bargaining Agency will advise the Employer Bargaining Agency, and the Employer Bargaining Agency will notify the Union of the applicable required contribution to the Employer Industry Fund.
- (iii) The Employer shall remit such contributions with the other contributions under **Articles 24.2, 24.3** and **24.8** together with the supporting information as required by the Trustees on the Reporting Form.

Article 24 - continued

- (iv) Such contributions shall be immediately paid to the Local or Trade Association by the Administrator of the Funds.
- (v) The Employer Bargaining Agency agrees to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of contributions made under **Article 24.11 (i)**.

24.12 The Employer and Union agree to abide by the *Labour Relations Act* and its Regulations as amended from time to time, including those provisions relating to the Construction Industry Secretariat.

ARTICLE 25 - GENERAL

- 25.1 An employee shall be granted a leave of absence for vital personal reasons, or to attend a Union Convention or Jury Duty. Such leave shall be revoked if an employee works at the trade during such leave. A leave of absence will be granted to a regular employee for a period of up to one (1) year to serve in a full time position with the Union. Such requests shall be in writing.
- 25.2 Operators required to operate equipment in more than one rate classification during the same shift shall be paid the highest classification rate for the equipment operated.
- 25.3 Employees involved in maintenance repair or similar work shall be allowed ten (10) minutes to store tools and wash up.
- 25.4 Regular operators of equipment and/or crews shall not be replaced by foremen, mechanics, those above the rank of foreman and other operators, for the purpose of overtime unless the regular operator or crews voluntarily decline such work; in which case other regular operators or crews shall be given the first opportunity to perform such work.
- 25.5 Employees required to work under air pressure shall be governed by the time limits in the Caissons Act and shall receive not less than a full eight (8) hours pay in addition to such other pressure bonus which is in effect.
- 25.6 Where employees are required to operate tugs or work boats their regular trade classification rate shall apply.
- 25.7 In the event that any equipment currently listed in the classifications set out in the Schedules attached hereto might or will be run by remote control or semi-automatic, such equipment will continue to be operated by members of Local 793.

ARTICLE 26 - MANNING OF EQUIPMENT

- 26.1 a) The parties agree that the following formula will be used for the purpose of manning certain equipment set out in the **Classifications 1** and **2** of the attached Schedules, save and except **Schedule "C"**.
- b) It is further agreed that this formula shall apply to each Employer on any one job.
- c) The following shall be manned by one (1) operator and one (1) apprentice, oiler or oiler-driver:
 - (i) All conventional truck mounted cranes with a manufacturers rating of 70 tons capacity and over.
 - (ii) All crawler cranes with a manufacturers rating of over 80 tons capacity.
 - (iii) All truck mounted hydraulic cranes (including all terrain cranes) with a manufacturers rating of over 90 tons capacity.
 - (iv) All rough terrain type cranes with a manufacturers rating of over 90 tons capacity.
 - (v) All rubber mounted cranes used for pile driving.

Article 26 - continued

- (vi) All G.C.I. type cranes.
 - (vii) All backhoes, shovels, clams & draglines with a capacity over 1-3/4 cubic yard.
 - (viii) All caisson boring type equipment over 25 horsepower.
- d) The following shall require one (1) apprentice, oiler or oiler driver for each two (2) pieces of equipment on a job.
- (i) Climbing, tower, traveller, hammerhead, skyway, kodiak and kangaroo type cranes.
 - (ii) Crawler type cranes with a manufacturers rating of 80 tons capacity and under.
 - (iii) Cranes used for piledriving, other than those in **Article 26.1 (c) (v)** above.
 - (iv) Backhoes, shovels, clams and draglines with a capacity of 1-3/4 cubic yards and under.
- e) The following shall require one (1) apprentice, oiler or oiler driver for each three (3) pieces of equipment on a job.
- (i) Rough terrain type cranes with a manufacturers rating of 90 tons capacity and under.
 - (ii) Truck mounted cranes other than those in **Article 26.1 (c) (i)** and **(iii)** above.

26.2 Ratio of Apprentices

- a) Subject to **Article 26.2 b)** below, the ratio of apprentices employed by the Employer may be a minimum of one (1) Apprentice to each five (5) Journeymen Operating Engineers in his employ, but in all cases, the ratio shall be a minimum of one (1) Apprentice to each ten (10) Journeymen Operating Engineers or as otherwise authorized in writing by the Union.
- b) (i) For all equipment in **Article 26.1 c) (i)** with a capacity of 70 tons and over, for all equipment in **Article 26.1 c) (ii)** with a capacity of over 80 tons, and for all equipment in **Article 26.1 c) (iii)** and **(iv)** with a capacity of over 90 tons, the ratio of apprentices to journeymen shall be one to one.
- (ii) For all equipment in **Article 26.1 c) (i)** with a capacity between 15 tons and under 70 tons, for all equipment in **Article 26.1 c) (ii)** with a capacity between 15 and 80 tons, and for all equipment in **Article 26.1 c) (iii)** and **(iv)** with a capacity between 15 tons and 90 tons, the ratio of apprentices to journeymen shall be as follows:

<u>Number of Apprentices</u>	<u>Number of Journeymen</u>
1	5
2	10
3	17
4	24

The 1 to 7 ratio continues using the above formula.

For clarity, it is understood that all apprentices in **b) (i)** above shall be included in the calculation set out above.

- (iii) For all equipment in **Article 26.1 c) (i), (ii), (iii)** and **(iv)** with a capacity below 15 tons no ratio of apprentices to journeymen applies.
- (iv) It is understood that the implementation of paragraphs **b) (i), (ii)** and **(iii)** above shall not displace or adversely affect the working conditions of any currently employed apprentice.

Article 26 - continued

26.3 Derating

The Employer agrees not to utilize any crane equipment from any manufacturer and/or supplier that has been derated from its original maximum hoisting capacity.

The Employer further agrees not to utilize any crane equipment from any manufacturer and/or supplier where said equipment is rated with a greater maximum hoisting capacity outside the province of Ontario than the maximum hoisting capacity of the same crane equipment within the province of Ontario.

26.4 The classifications set out in the attached Schedules shall include all similar equipment, with or without attachments, in each group working on land or water or underground; and shall be manned and/or operated by members of I.U.O.E., Local 793. Rates for new types of equipment not presently used by the Employer shall be classified and agreed upon by the Union and the Employer as conditions indicate.

However, the Union shall be notified in advance of intended use of such equipment and said rates shall be incorporated within fifteen (15) days of such operation.

ARTICLE 27 - PAY EQUITY

27.1 The parties agree that as of January 1st, 1990, there are no female dominated job classes within the bargaining unit and therefore, there are no pay equity adjustments required.

This statement is deemed to constitute the Pay Equity Plan for the Employer Bargaining Agency and the Employee Bargaining Agency.

ARTICLE 28 - HUMAN RIGHTS

28.1 Whenever the masculine gender is used in this Agreement the Agreement shall be read as if the feminine gender was included, and all the terms and conditions of this Agreement shall be applied equally to all members of the Union without discrimination of any nature whatsoever because of race, sex, religious beliefs, political opinions or any other ground prohibited by the *Ontario Human Rights Code*.

28.2 The Employer and the Union express their joint determination to deal co-operatively and constructively with the problem of substance abuse. This includes but is not limited to making referrals to the DeNovo Treatment Centre and other employee assistance programs.

ARTICLE 29 - SCHEDULES

The parties agree that **Schedules "A" to "O"** attached hereto are incorporated into and form part of this Collective Agreement.

ARTICLE 30 - LOCAL EXEMPTION OR AMENDMENT

30.1 a) Where a particular clause, article or provision contained within the Provincial Collective Agreement creates a competitive disadvantage in a specific geographic area within the jurisdiction of the Employee Bargaining Agency, the Employee Bargaining Agency and a Constituent Employer Association may reach a Memorandum of Local Exemption or Amendment, in writing, to exempt or amend the particular clause, article or provision of the Provincial Collective Agreement for the geographic area specified in the Memorandum of Local Exemption or Amendment and such Memorandum shall be ratified by the Employer and Employee Bargaining Agencies.

b) Where the Employee Bargaining Agency and a Constituent Employer Association agree on a procedure to amend the terms of the Provincial Collective Agreement, then that procedure shall be ratified by the Employer and Employee Bargaining Agencies and **Articles 30.2 to 30.8** hereunder shall not be applicable to requests for amendment or exemption.

Article 30 - continued

- c) Where a matter referred to under this Article is not resolved between the parties within seven (7) calendar days, the matter may be referred to the Provincial Labour-Management Board (“PLMB”) in accordance with **Article 30.2** hereunder.

30.2 Where no agreement is reached between the parties in accordance with **Article 30.1**, either party may refer the matter to the PLMB. The PLMB shall be made up of six (6) representatives, with three (3) appointed by the Employee Bargaining Agency and three (3) appointed by the Employer Bargaining Agency.

The PLMB shall meet with the parties and attempt to resolve the matter(s) in dispute. The PLMB will have no power to make a final and binding determination of the matter(s) in dispute, except where the parties to the dispute mutually agree to authorize the PLMB to make a final and binding determination. Where the PLMB is authorized to make a final and binding determination, the PLMB shall render such a decision based only on unanimous agreement of all members of the PLMB or in the absence of a recorded dissent by a member of the PLMB. Where the matter(s) in dispute is not resolved within seven (7) calendar days, it may be referred in accordance with **Article 30.3** hereunder.

30.3 The Employer Bargaining Agency may refer any matter addressed but not resolved under the terms of **Article 30.2** to final and binding determination by an Arbitrator chosen from the appended list of persons who will be retained by the parties for the duration of the Provincial Collective Agreement.

- i) The Employer Bargaining Agency may propose amendments or exemptions, which would apply to any of the following:
 - (a) The kind of work performed, which could be all work performed in the industrial, commercial and institutional sector or a specified kind of that work.
 - (b) The market in which it is performed, which could be work performed for all of the industrial, commercial and institutional sector or a specified market in it.
 - (c) The location of the work, which could be work performed in all of the Employee Bargaining Agency’s geographic jurisdiction or a specified portion of it.
 - (d) Amendments with regard to a specific job or project.
- ii) The Application may seek only amendments or exemptions that concern the following matters:
 - (a) Wages, including overtime and shift differentials.
 - (b) Restrictions on an Employer’s ability to select employees who are members of the Union.
 - (c) Accommodation and travel allowances.
 - (d) Hours of work and work schedules.

The Employer Bargaining Agency agrees that it will not refer frivolous or minor claims under this Article.

30.4 The person selected to arbitrate any matter pursuant to **Article 30.5** below shall, at the request of either party, mediate those matters, but in no case shall the time periods in **Article 30.5** be exceeded.

30.5 a) The Employer Bargaining Agency shall submit its final Proposal for Amendment with regard to amendments to the Provincial Collective Agreement with written submissions, to the Arbitrator, with a copy to the Employee Bargaining Agency. The Employee Bargaining Agency shall likewise submit its final Proposal for Amendment (if any) to the Provincial Collective Agreement with written submissions to the Employer Bargaining Agency and to the Arbitrator within seven (7) days. The Arbitrator shall, at

Article 30 - continued

his or her sole discretion, hold hearings or request further clarification from either party, and if satisfied that the terms of the Collective Agreement places the Employer(s) at a competitive disadvantage, the Arbitrator shall choose the Proposal for Amendment to the Collective Agreement, which removes the competitive disadvantage. Such selection shall be made within fourteen (14) calendar days of the date of the referral by the Employer Bargaining Agency. The Arbitrator shall not provide reasons for his or her selection.

- b) Subject to the terms of this Agreement, the Arbitrator shall have all the powers of an arbitrator pursuant to subs. 48(12) of the Labour Relations Act, 1995.
- c) The Arbitrator shall select the final proposal which most achieves the objective of removing the competitive disadvantage under **Article 30.5** with the least changes to the terms of the Provincial Collective Agreement.

30.6 No amendment(s) pursuant to this Article will have application following the expiry date of this Provincial Collective Agreement.

30.7 Where the Employer Bargaining Agency has made a final proposal pursuant to **Article 30.5** and such proposal has been rejected by an Arbitrator, no proposal with regard to the same amendment(s) will be made within one (1) year of the rejection.

30.8 No referral to arbitration pursuant to **Article 30.5** may be made during the period of 120 days before the Provincial Collective Agreement ceases to operate.

30.9 The Employer Bargaining Agency agrees to oppose any request or application by any Employer Group or Association to become a Designated Regional Employers Organization under Bill 69, other than the Constituent Employer Associations referred to in and covered by this Collective Agreement.

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their duly authorized representatives:

THIS _____ DAY OF _____, 20 ____.

ON BEHALF OF:

**OPERATING ENGINEERS
EMPLOYER BARGAINING AGENCY**

Secretary

Construction Labour Relations Association
of Ontario

Ontario Erectors Association Incorporated

Crane Rental Association of Ontario

Eastern Ontario Crane Rental Group

Associated Earth Movers of Ontario

Heavy Equipment Services Section of the
Windsor Construction Association

Industrial Contractors Association of Canada

Ontario Association of Foundation Specialists

ON BEHALF OF:

**OPERATING ENGINEERS
EMPLOYEE BARGAINING AGENCY**

Mike Gallagher, Business Manager

Joe Redshaw, President

Alex Law, Treasurer

Rick Kerr, Vice-President

Joe Dowdall, Recording-Corresponding Secretary

Recommended by: John W. Anderson,
Financial Secretary

APPENDIX "A"

Article 24 of the Master Portion requires that the Employer shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan as follows:

i. APPLICABLE TO ALL SCHEDULES "A" TO "O" attached hereto
except **Schedule "H"** – Hamilton

Effective May 1st, 2013:

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan Dollar Bank;
Six Dollars and Thirty-Two Cents (**\$6.32**) to the Pension Plan; and
Four Dollars and Eighty-Two Cents (**\$4.82**) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.

- (ii) for employees with more than \$6,750.00 in their Health Plan Dollar Bank;
Eleven Dollars and Fourteen Cents (**\$11.14**) to the Pension Plan for benefits; and
Thirty-Nine Cents (**\$0.39**) to be applied towards the cost of administering the Pension Plan; and
Nil (**\$0**) to the Health Plan.

Effective May 1st, 2014:

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan Dollar Bank;
Six Dollars and Forty-Six Cents (**\$6.46**) to the Pension Plan; and
Five Dollars and Two Cents (**\$5.02**) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.

- (ii) for employees with more than \$6,750.00 in their Health Plan Dollar Bank;
Eleven Dollars and Forty-Eight Cents (**\$11.48**) to the Pension Plan for benefits; and
Forty Cents (**\$0.40**) to be applied towards the cost of administering the Pension Plan; and
Nil (**\$0**) to the Health Plan.

Effective May 1st, 2015:

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan Dollar Bank;
Six Dollars and Fifty-Eight Cents (**\$6.58**) to the Pension Plan; and
Five Dollars and Twenty-Two Cents (**\$5.22**) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.

- (ii) for employees with more than \$6,750.00 in their Health Plan Dollar Bank;
Eleven Dollars and Eighty Cents (**\$11.80**) to the Pension Plan for benefits; and
Forty-Two Cents (**\$0.42**) to be applied towards the cost of administering the Pension Plan; and
Nil (**\$0**) to the Health Plan.

ii. APPLICABLE ONLY TO SCHEDULE "H" – HAMILTON attached hereto

Effective May 1st, 2013:

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan Dollar Bank;
Six Dollars and Seventy-Two Cents (**\$6.72**) to the Pension Plan; and
Four Dollars and Eighty-Two Cents (**\$4.82**) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.

Appendix "A" - continued

- (ii) for employees with more than \$6,750.00 in their Health Plan Dollar Bank;
Eleven Dollars and Fifty-Four Cents (**\$11.54**) to the Pension Plan for benefits; and
Thirty-Nine Cents (**\$0.39**) to be applied towards the cost of administering the Pension Plan; and
Nil (**\$0**) to the Health Plan.

Effective May 1st, 2014:

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan Dollar Bank;
Six Dollars and Eighty-Six Cents (**\$6.86**) to the Pension Plan; and
Five Dollars and Two Cents (**\$5.02**) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
- (ii) for employees with more than \$6,750.00 in their Health Plan Dollar Bank;
Eleven Dollars and Eighty-Eight Cents (**\$11.88**) to the Pension Plan for benefits; and
Forty Cents (**\$0.40**) to be applied towards the cost of administering the Pension Plan; and
Nil (**\$0**) to the Health Plan.

Effective May 1st, 2015:

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan Dollar Bank;
Six Dollars and Ninety-Eight Cents (**\$6.98**) to the Pension Plan; and
Five Dollars and Twenty-Two Cents (**\$5.22**) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
- (ii) for employees with more than \$6,750.00 in their Health Plan Dollar Bank;
Twelve Dollars and Twenty Cents (**\$12.20**) to the Pension Plan for benefits; and
Forty-Two Cents (**\$0.42**) to be applied towards the cost of administering the Pension Plan; and
Nil (**\$0**) to the Health Plan.

Effective on and after **January 1, 2009**, the amount of \$6,750.00 in a Member's Health Plan dollar bank noted in (i) and (ii) above shall be re-determined from time to time as determined by a duly constituted motion passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the administrator, provided the total wage package under the collective agreement is not increased.

APPENDIX "B"

LETTER OF UNDERSTANDING

BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

("Local 793")

-and-

OPERATING ENGINEERS EMPLOYER BARGAINING AGENCY

("OEEBA")

WHEREAS the employers represented by the OEEBA are required to make contributions to the International Union of Operating Engineers, Local 793 Training Trust Fund ("Training Trust Fund"), pursuant to Article 14 of the Provincial Collective Agreement between the OEEBA and Local 793 ("Provincial Collective Agreement");

NOW THEREFORE the Parties agree as follows:

1. The OEEBA agrees that from and after the effective date of the Provincial Collective Agreement, the Training Trust Fund shall continue and the OEEBA members shall make contributions in accordance with the applicable rates;
2. As of the effective date of the Provincial Collective Agreement, the OEEBA will agree to amend the Trust Agreement of the Training Trust Fund ("Trust Agreement") so that the OEEBA shall no longer be a party association to the Trust Agreement and will no longer have the right to appoint Trustees to the Board of Trustees, and any power of appointment which they have will be transferred to Local 793, which shall appoint all of the members of the Board of Trustees;
3. The amendments required to effect paragraph 2 above shall be made no later than June 30, 2004;
4. The Parties agree that prior to the amendments required by paragraph 2 above, an audit of the Training Trust Fund shall be undertaken;
5. It is understood by the Parties that Article 3.06(d); 6.01; 6.02; and 6.04(a), (b), (c), and (d) of the Training Trust Fund agreement shall be continued or amended as necessary so as to provide a release from any liability for the OEEBA and for employers represented by the OEEBA and any of its Trustees in respect of any liability current or contingent, in respect of funds collected, invested or otherwise disbursed by the Training Trust Fund, including any liability to Revenue Canada or otherwise required by law;
6. The Provincial Collective Agreement shall be amended as necessary. In particular paragraph 14.2 shall be amended to delete the word "movement";
7. In the event that the arbitration provision of the Trust Agreement are invoked to amend the Trust Agreement, the OEEBA agrees to support the agreement set out in this Letter of Understanding;

Appendix "B" - continued

8. The Parties agree that this Letter of Understanding forms part of the Provincial Collective Agreement and may be enforced pursuant to the terms and conditions therein.

DATED at Toronto, Ontario, this 1st day of May, 2004.

"RON MARTIN"

For the OEEBA

Print Name:

"MIKE GALLAGHER"

For Local 793

Print Name:

LETTER OF UNDERSTANDING

BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

("Local 793")

-and-

OPERATING ENGINEERS EMPLOYER BARGAINING AGENCY

("OEEBA")

WHEREAS Local 793 and the OEEBA entered into a Letter of Understanding, dated May 1, 2004, with respect to making amendments to the International Union of Operating Engineers, Local 793 Trust Agreement of the Training Trust Fund ("Training Fund") that will, *inter alia*, transfer the power of appointment of Trustees to the Board of Trustees solely to Local 793.

AND WHEREAS the parties agreed at paragraph three (3) of the Letter of Understanding that amendments to the Training Fund would be made by no later than June 30, 2004;

AND WHEREAS the parties have mutually agreed to extend the time-limits in paragraph three (3);

NOW THEREFORE the parties agree as follows:

1. Paragraph three (3) of the May 1, 2004 Letter of Understanding is amended to read as follows:

The amendments required to effect paragraph 2 above shall be made no later than December 31, 2004.

2. The parties agree that this Letter of Understanding forms part of the Collective Agreement.

DATED at Toronto, Ontario this 7th day of December, 2004.

"RON MARTIN"
For OEEBA
Print Name:

"MIKE GALLAGHER"
For Local 793
Print Name:

LETTER OF UNDERSTANDING

BETWEEN:

OPERATING ENGINEERS EMPLOYER BARGAINING AGENCY

(the "Employer")

-and-

OPERATING ENGINEERS EMPLOYEE BARGAINING AGENCY

(the "Union")

WHEREAS the parties have agreed to new language in Article 14 – I.U.O.E., Local 793 Training Fund of the Master Portion concerning a training program for Concrete Pump Trainees; and

WHEREAS ongoing efforts are being made by the parties to have the Ministry of Training, Colleges and Universities (the "MTCU") approve the work of a Concrete Pump Operator as a compulsory certified occupation;

NOW THEREFORE the parties agree that in the event the MTCU approves the work of a Concrete Pump Operator as a compulsory certified occupation, the parties shall immediately make all language changes to Articles 14.8 and 14.9 to reflect the new compulsory certification status such that the language is consistent with Article 14.5 for Crane Apprentices.

The parties agree that this Letter of Understanding forms part of the Collective Agreement.

DATED at Toronto this 29th day of May, 2007.

"J.R. THOMAS"
For the Employer
Print Name:

"MIKE GALLAGHER"
For the Union
Print Name:

LETTER OF UNDERSTANDING

BETWEEN:

OPERATING ENGINEERS EMPLOYER BARGAINING AGENCY

(the "Employers")

-and-

OPERATING ENGINEERS EMPLOYEE BARGAINING AGENCY

(the "Union")

RE: Tower Crane Conditions

Following ratification of the changes to the current Agreement expiring April 30, 2010 for the renewal Agreement May 1, 2010 to April 30, 2013 the parties agree as follows:

1. A committee with equal representation from the Union and from Employers who employ operators of tower cranes will meet to consider amendments to the Collective Agreement covering wording and other conditions applicable to tower cranes.
2. The committee will consider the following issues and such other issues as may be raised by either party:
 - Inspection and testing of older tower cranes
 - Cab size and safety concerns
 - Wage rate and wage premium for luffing-style cranes, structure height and larger capacity rating
 - Climbing time
 - Radio communications
 - Composting toilets
3. Where there is agreement between the members of the committee to make recommendations to amend the Collective Agreement, the Operating Engineers Employee and Employer Bargaining Agencies will consider the proposed changes for implementation and if ratified by their respective members will implement changes in accordance with the provisions of Article 5 – Joint Labour Management Committee.
4. This Letter of Understanding forms part of the Collective Agreement.

DATED at Toronto this 27th day of April, 2010.

"J.R. THOMAS"
FOR THE EMPLOYER

"MIKE GALLAGHER"
FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

OPERATING ENGINEERS EMPLOYER BARGAINING AGENCY

(hereinafter referred to as the "Employer")

-and-

OPERATING ENGINEERS EMPLOYEE BARGAINING AGENCY

(hereinafter referred to as the "Union")

RE: Drug & Alcohol Testing

The Parties hereto agree to establish a standing joint labour-management committee composed of an equal number of representatives of the Employer and representatives of the Union to examine the issue of drug and alcohol testing.

The purpose of this committee is to review, on an ongoing basis, the current state of the law with respect to drug and alcohol testing. The committee will examine, amongst other things, without limitation, current and completed legal cases, policies and procedures adopted by various owner/clients and various trade unions, developments in technology relating to drug and alcohol testing methods including testing for current impairment levels, and the current endorsed Provincial Building and Construction Trades Council of Ontario drug and alcohol testing policy.

DATED at TORONTO this 18TH day of JANUARY, 2013.

"RAY GOODFELLOW"

For the Employer

"MIKE GALLAGHER"

For the Union

SCHEDULE "A"

This Schedule shall cover and apply to Employers engaged in the CRANE and EQUIPMENT RENTAL BUSINESS within the Province of Ontario.

SCHEDULE "A" - rates for Board Area #8

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: cranes with a manufacturer's rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$40.13	\$4.01	\$4.82	\$6.32	\$55.28
May 1, 2014	\$40.95	\$4.10	\$5.02	\$6.46	\$56.53
May 1, 2015	\$41.71	\$4.17	\$5.22	\$6.58	\$57.68

- b) Engineers operating: cranes with a manufacturer's rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$39.47	\$3.95	\$4.82	\$6.32	\$54.56
May 1, 2014	\$40.30	\$4.03	\$5.02	\$6.46	\$55.81
May 1, 2015	\$41.05	\$4.11	\$5.22	\$6.58	\$56.96

- 1.2 a) Engineers operating: all conventional and hydraulic type cranes, save and except those set out in **Article 1.1** above, crawler cranes, clams, shovels, gradalls, backhoes, draglines, dredges - suction and dipper, mobile truck cranes including Galleon and Austin-Western type, and all rough terrain type hydraulic cranes, 15 ton capacity and over boom truck, gantry cranes, creter cranes, side booms, power hoist, mine hoist, chimney hoist, overhead cranes, tower type man and material hoists, piledrivers, caisson boring machines and drill rigs. Heavy duty mechanics, qualified maintenance welders, and 2nd Class Stationary Engineers. Mobile concrete pump 42 metre boom and over. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over, telescopic belt conveyors.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.62	\$3.86	\$4.82	\$6.32	\$53.62
May 1, 2014	\$39.45	\$3.94	\$5.02	\$6.46	\$54.87
May 1, 2015	\$40.20	\$4.02	\$5.22	\$6.58	\$56.02

Schedule "A" - rates for Board Area #8 - Article 1 – continued

- b) Boom trucks of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.14	\$3.81	\$4.82	\$6.32	\$53.09
May 1, 2014	\$38.96	\$3.90	\$5.02	\$6.46	\$54.34
May 1, 2015	\$39.72	\$3.97	\$5.22	\$6.58	\$55.49

- 1.3 Operators of: bullmoose, Boom trucks of less than 10 ton capacity, air compressor feeding low pressure into air locks, bulldozers (including 815 type), tractors, scrapers, graders, emcos, overhead and front-end loaders, industrial tractors with attachments, trenching machines, mucking machines, mobile concrete pumps save and except those set out in **Article 1.2 (a)** above, side loaders, end booms, mobile pressure grease units, elevators, and Dinky locomotive type engines. 3rd Class Stationary Engineers. Kubota Type Backhoe and Skid Steer Loader. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.72	\$3.67	\$4.82	\$6.32	\$51.53
May 1, 2014	\$37.55	\$3.75	\$5.02	\$6.46	\$52.78
May 1, 2015	\$38.30	\$3.83	\$5.22	\$6.58	\$53.93

- 1.4 Operators of: batching and crushing plants, 6" discharge pumps and over, air tuggers, wellpoint systems and all other types of dewatering systems, concrete mixers of one cubic yard and over, fork lifts, portable air compressors over 150 C.F.M., boom trucks, "A" Frames, post hole augers, and off-highway aggregate haulers; gas, diesel or steam driven generators over 50 H.P. (portable). Servicemen and 4th Class Stationary Engineers. Rock trucks, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.04	\$3.50	\$4.82	\$6.32	\$49.68
May 1, 2014	\$35.86	\$3.59	\$5.02	\$6.46	\$50.93
May 1, 2015	\$36.62	\$3.66	\$5.22	\$6.58	\$52.08

- 1.5 Operators of: Rollers on grade work, driver mounted compaction units, concrete conveyors, and concrete pumps. Firemen and attendants for forced air, gas or oil burning temporary heating units of 500,000 BTU or over per hour; or five (5) or more heating units on the same job site; 2nd year mechanic's helper and signalman.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$33.15	\$3.31	\$4.82	\$6.32	\$47.60
May 1, 2014	\$33.97	\$3.40	\$5.02	\$6.46	\$48.85
May 1, 2015	\$34.73	\$3.47	\$5.22	\$6.58	\$50.00

Schedule "A" - rates for Board Area #8 - Article 1 – continued

1.6 Operators of: Pumps under 6" discharge where three (3) or more pumps are employed on the same job site, and driver mounted power sweeper. 1st year mechanic's helper, truck crane oiler drivers, and oilers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.45	\$3.25	\$4.82	\$6.32	\$46.84
May 1, 2014	\$33.28	\$3.33	\$5.02	\$6.46	\$48.09
May 1, 2015	\$34.04	\$3.40	\$5.22	\$6.58	\$49.24

SCHEDULE "A" - rates outside Board Area #8

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: cranes with a manufacturer's rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$39.22	\$3.92	\$4.82	\$6.32	\$54.28
May 1, 2014	\$40.05	\$4.00	\$5.02	\$6.46	\$55.53
May 1, 2015	\$40.80	\$4.08	\$5.22	\$6.58	\$56.68

- b) Engineers operating: cranes with a manufacturer's rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.56	\$3.86	\$4.82	\$6.32	\$53.56
May 1, 2014	\$39.39	\$3.94	\$5.02	\$6.46	\$54.81
May 1, 2015	\$40.15	\$4.01	\$5.22	\$6.58	\$55.96

- 1.2 a) Engineers operating: all convention and hydraulic type cranes, save and except those set out in **Article 1.1** above, crawler cranes, clams, shovels, gradalls, backhoes, draglines, dredges - suction and dipper, mobile truck cranes including Galleon and Austin-Western type, and all rough terrain type hydraulic cranes, 15 ton capacity and over boom truck, gantry cranes, creter cranes, side booms, power hoist, mine hoist, chimney hoist, overhead cranes, tower type man and material hoists, piledrivers, caisson boring machines and drill rigs. Heavy duty mechanics, qualified maintenance welders, and 2nd Class Stationary Engineers. Mobile concrete pump 42 metre boom and over. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over, telescopic belt conveyors.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.71	\$3.77	\$4.82	\$6.32	\$52.62
May 1, 2014	\$38.54	\$3.85	\$5.02	\$6.46	\$53.87
May 1, 2015	\$39.29	\$3.93	\$5.22	\$6.58	\$55.02

Schedule "A" - rates outside Board Area #8 - Article 1 - continued

- b) Boom trucks of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.23	\$3.72	\$4.82	\$6.32	\$52.09
May 1, 2014	\$38.05	\$3.81	\$5.02	\$6.46	\$53.34
May 1, 2015	\$38.81	\$3.88	\$5.22	\$6.58	\$54.49

- 1.3 Operators of: bullmoose, Boom trucks of less than 10 ton capacity, air compressor feeding low pressure into air locks, bulldozers (including 815 type), tractors, scrapers, graders, emcos, overhead and front-end loaders, industrial tractors with attachments, trenching machines, mucking machines, mobile concrete pumps save and except those set out in **Article 1.2 (a)** above, side loaders, end booms, mobile pressure grease units, elevators, and Dinky locomotive type engines. 3rd Class Stationary Engineers. Kubota Type Backhoe and Skid Steer Loader. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.81	\$3.58	\$4.82	\$6.32	\$50.53
May 1, 2014	\$36.64	\$3.66	\$5.02	\$6.46	\$51.78
May 1, 2015	\$37.39	\$3.74	\$5.22	\$6.58	\$52.93

- 1.4 Operators of: batching and crushing plants, 6" discharge pumps and over, air tuggers, wellpoint systems and all other types of dewatering systems, concrete mixers of one cubic yard and over, fork lifts, portable air compressors over 150 C.F.M., boom trucks, "A" Frames, post hole augers, and off-highway aggregate haulers; gas, diesel or steam driven generators over 50 H.P. (portable). Servicemen and 4th Class Stationary Engineers. Rock trucks, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.13	\$3.41	\$4.82	\$6.32	\$48.68
May 1, 2014	\$34.95	\$3.50	\$5.02	\$6.46	\$49.93
May 1, 2015	\$35.71	\$3.57	\$5.22	\$6.58	\$51.08

- 1.5 Operators of: Rollers on grade work, driver mounted compaction units, concrete conveyors, and concrete pumps. Firemen and attendants for forced air, gas or oil burning temporary heating units of 500,000 BTU or over per hour; or five (5) or more heating units on the same job site; 2nd year mechanic's helper and signalman.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.24	\$3.22	\$4.82	\$6.32	\$46.60
May 1, 2014	\$33.06	\$3.31	\$5.02	\$6.46	\$47.85
May 1, 2015	\$33.82	\$3.38	\$5.22	\$6.58	\$49.00

Schedule "A" - rates outside Board Area #8 - Article 1 - continued

- 1.6 Operators of: Pumps under 6" discharge where three (3) or more pumps are employed on the same job site, and driver mounted power sweeper. 1st year mechanic's helper, truck crane oiler drivers, and oilers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.55	\$3.15	\$4.82	\$6.32	\$45.84
May 1, 2014	\$32.37	\$3.24	\$5.02	\$6.46	\$47.09
May 1, 2015	\$33.13	\$3.31	\$5.22	\$6.58	\$48.24

- 1.7 Employees working under classification **1.1 (a)** and **1.1 (b)** and who are required to transfer to a lower paid classification shall not receive a reduction of wages for the balance of the week in which the transfer occurs.
- 1.8 Apprentices, trainees, oilers or drivers, shall not operate equipment unless a licensed engineer who is a member of the Union employed by the Employer is in attendance at all times. This provision shall not apply to concrete pump trainees who have completed 1,201 hours worked in accordance with **Article 14.8** in the Master Portion.
- 1.9 Equipment operators and crews shall not be replaced by mechanics, working foremen, those above the rank of working foremen, or relatives of management for the purpose of overtime.
- 1.10 It shall not be considered a violation of this Agreement for employees to refuse to be transported in the cabs of cranes and the Employer shall not make this a condition of employment.
- 1.11 If oilers or oiler drivers are employed as signal men for other than their normal duties as part of a regular crew they shall be paid **Class 1.5** rates.
- 1.12 Employees required to use or transport the Employer's equipment shall be paid at their classification rate including overtime rate for doing so.
- 1.13 Helicopters required to replace other types of hoisting equipment normally operated by members of the Union shall not be used without clearance under permit from the Union.
- 1.14 The Employer may request and the Union shall clear up to fifty percent (50%) of the crane apprentices and concrete pump trainees. The first crane apprentice and/or concrete pump trainee shall be dispatched from the hiring hall. This ratio shall be maintained on a "one to one" basis.
- 1.15 For clarity purposes concerning **Article 26.1 (b)** of the Master Portion, a job shall be for one (1) customer, which shall include all related and/or successor entities, as defined in the Labour Relations Act, at one (1) site. The boundaries of one (1) site shall be up to ten (10) kilometres using the shortest, direct and practical automobile route calculated from the two (2) most distant locations of the site by using the most current version of Microsoft® Streets and Trips.

ARTICLE 2 - SENIORITY

- 2.1 Subject to **Article 2.8** and **Article 2.9** below, when a new employee has accumulated sixty (60) working days of employment within a period of three hundred and sixty-five (365) consecutive calendar days, he shall be defined as a regular employee, and his seniority will then date back to his original starting date with the Employer.

Schedule "A" – Article 2 – continued

2.2 Subject to the lay-off procedure described in the Master Portion, **Article 11.2**, when it is necessary to lay off regular employees or rehire regular employees who have been laid off, the employees to be laid off or rehired shall be selected on the basis of seniority combined with performance of work assigned within their classifications. Seniority records shall be maintained by the Employer and shall be posted, and the Union shall be issued a copy on request.

The Employer shall identify the Union Steward on its seniority records.

2.3 A regular employee shall lose his seniority if he:

- a) Voluntarily quits the employ of his Employer.
- b) Is discharged and not re-instated through the grievance procedure.
- c) Is laid off and is not re-employed within 180 days from lay-off.
- d) Fails to return to work within eight (8) days after he has been notified by the Union or if he fails to advise the Union within six (6) days of receipt of notice of his intention to return.

2.4 A regular employee who is requested to return to work and who is not immediately available may be passed over and a more junior employee may be called instead, subject to displacement by the more senior employee when he does report for work within eight (8) days of notification to do so.

2.5 When a regular employee fails to report for work or is unable to report or must cease to work for personal reasons, the Employer may recall employees laid off to fulfill the work assignments of such employee and the replacement employee shall be paid for the whole of the week or for such days as he was required to replace the employee normally holding that job.

2.6 An Apprentice who obtains an operator's license and has acquired regular status with the Company shall be given the first opportunity for promotion to an operator before a probationary employee is engaged.

2.7 a) Seniority as a journeyman licensed engineer shall be from his date of hire or assignment as an operator as the case may be, subject to the provisions of **2.1** above.

b) Seniority as an oiler driver shall be from his date of hire as an oiler driver, subject to the provisions of **2.1** above.

c) Licensed engineers may elect to drive or oil in keeping with their seniority status provided they accept the drivers rate. Licensed engineers shall have seniority over more junior oiler drivers but not apprentices.

d) Seniority as an apprentice shall be from his date of hire, subject to the provisions of **2.8** below, and only apprentices shall have seniority over apprentices.

2.8 When a new apprentice has accumulated 120 working days of employment within a period of 365 consecutive calendar days he shall be defined as a regular employee, and his seniority will then date back to his original starting date with the Employer.

2.9 a) Effective on and after May 1, 2007, all new employees as described in **Article 2.1** above who are in receipt of a retirement pension from the I.U.O.E., Local 793 Pension Plan shall not be eligible to retain seniority.

b) All regular employees as described in **Article 2.1** above who are in receipt of a retirement pension from the I.U.O.E., Local 793 Pension Plan shall not accumulate additional seniority after April 30, 2007.

ARTICLE 3 - TRAVELLING EXPENSES

- 3.1 If an employee is required to use his automobile in the course of his duties, he shall be paid:
 Effective - **May 1, 2013** - 48.7¢ km./78.4¢ mile for each km./mile traveled
 - **May 1, 2014** - 50.2¢ km./80.8¢ mile for each km./mile traveled
 - **May 1, 2015** - 51.7¢ km./83.2¢ mile for each km./mile traveled
- 3.2 Employees shall be paid their applicable rate for time spent traveling from yard to job, job to job and job to yard. This shall apply when employees are required to leave or return to or from their home base. For the purpose of this clause employee’s home shall be considered to be one and the same as home base agreed to in **Article 4.5**.
- 3.3 If an employee is required to use his car to travel to job sites within ninety-five (95) kilometres of his home base, he shall be provided with a minimum of twenty-three (23) litres of gasoline for each day that he is required to use his car up to a maximum of ninety-two (92) litres per week. Such gasoline will be obtained from a supply source authorized by the Employer. An employee may claim either the gallonage allowance under this Article or the mileage allowance under **3.1**, but not both simultaneously.
- 3.4 An employee boarding at an out-of-town project (outside the ninety-five (95) km. zone) shall be paid his car mileage (**3.1**) or gasoline allowance (**3.3**) in order to travel to job sites and return to lodgings or to follow equipment, in the same manner as if the employee was working from home base.

ARTICLE 4 - COMMUTING AND LIVING ALLOWANCE

- 4.1 Where the distance is greater than forty-five (45) kilometres, the following commuting and living allowance shall apply based on the shortest direct and practical automobile route, within Canada, from home base as determined and calculated by using the most current version of Microsoft® Streets and Trips:

PER DAY WORKED

KILOMETRES		May 1, 2013	May 1, 2014	May 1, 2015
a)	Over 45 km up to 75 km	\$26.01	\$26.79	\$27.59
b)	Over 75 km up to 95 km	\$33.79	\$34.80	\$35.84
c) (i)	Over 95 km up to 145 km	\$64.33	\$66.26	\$68.25
c) (ii)	Over 145 km up to 185 km	see “Note” below		

Note: If an employee chooses to remain overnight while employed on a job in this zone the Room and Board Allowance set out in **4.1 (d) (ii)** will apply. Where the employee commutes daily the provisions of **4.1 (c) (i)** will apply.

- d) Over 185 kilometres -
- i) An employee who is required to be away for more than four (4) days between Monday and Sunday inclusive, in any week, shall be paid:

May 1, 2013	May 1, 2014	May 1, 2015
\$767.25	\$790.27	\$813.98

Schedule "A" – Article 4 – continued

- ii) An employee who is required to be away for four (4) or less days between Monday and Sunday, inclusive, in any week, shall be paid (see below) each day he is required to be away:

May 1, 2013	May 1, 2014	May 1, 2015
\$131.60	\$135.55	\$139.62

- e) When an employee being paid under **4.1 (d) (ii)** above is required to return to home base at the applicable rate and is not required to stay away overnight, the following allowance will be paid for meals taken in lieu of Board Allowance:

BREAKFAST and LUNCH

May 1, 2013	May 1, 2014	May 1, 2015
\$10.41	\$10.72	\$11.04

SUPPER

May 1, 2013	May 1, 2014	May 1, 2015
\$20.79	\$21.41	\$22.05

Where an employee is required to operate a personal vehicle, then in addition to the provisions of **4.1 (e)** the employee will be paid mileage in accordance with **Article 3.3** above.

- 4.2 The living allowance shall be paid in advance and shall not be deducted from an employee's pay due to inclement weather or statutory holidays, provided such employee is available for work prior and immediately following such days.
- 4.3 Where a job is more than three hundred and twenty-two (322) kilometres from an employee's home base the employee shall be paid return plane fare or equivalent every four (4) weeks.
- 4.4 If an employee is required to report to an out-of-town project on a Friday he shall be paid as set out below per day on Saturday and Sunday of the first weekend or his time at the appropriate rates and in addition transportation home and return to the project.

PER DAY

May 1, 2013	May 1, 2014	May 1, 2015
\$131.60	\$135.55	\$139.62

- 4.5 The employee's home base shall mean the Employer's yard for which the employee has attained or is accumulating seniority.

The Employer and the Union agree that the minimum yard requirements for a home base shall be as follows:

- i) A heated office with adequate office space, an active telephone, and fax machine or e-mail access, and any requirements as provided for under the current Occupational Health and Safety Act and Regulations as amended from time to time;
- ii) A yard to park employees' vehicles and company equipment;
- iii) Access to a heated washroom, cleanup facilities, hot and cold running water, and a suitable heated eating area at the yard;

Schedule "A" – Article 4 – continued

- iv) Plug-in electrical outlets will be discussed with the Employer where required; and
 - v) All existing yards shall have four (4) months from May 2, 2010 to come into compliance.
- 4.6 The Employer shall pay time at the employee's classification rates and overtime, and transportation to home and car for personnel left on the job sites without normal methods of conveyance.
- 4.7 If an employee is required to stay out overnight he shall be paid full expenses with the maximum being not more than as described in Paragraphs (d) and (e) of 4.1 above.
- 4.8 Travel, commuting and living allowance will not be payable to an employee, regardless of the distance to a job site when an employee leaves home base and returns on the same day and is being paid the applicable hourly rate while operating a Company vehicle. Where the employee is required to operate a personal vehicle mileage will be paid in accordance with **Article 3.1** above.

ARTICLE 5 - EMPLOYER LABOUR RELATIONS FUND

- 5.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion to this Agreement shall be in the amount of Twenty-Three Cents (**23¢**) per hour for each hour paid by each employee covered by this Schedule.

The contributions for members of the Eastern Ontario Crane Rental Group shall be Twenty Cents (**20¢**) per hour paid.

ARTICLE 6 – SHIFT WORK

- 6.1 Where an employee is required to work an afternoon shift or a night shift, in order to avoid the employee losing a day's pay, the parties agree as follows:
- i) When the employee is required to work a single afternoon shift or night shift, the premiums in **Articles 17.1** and **17.2** of the Master Portion shall not apply and the ordinary overtime provisions of the Agreement shall apply;
 - ii) When the employee is required to work two (2) or more consecutive afternoon shifts or night shifts, the applicable shift premium in **Articles 17.1** or **17.2** of the Master Portion shall apply to all such shifts, with the exception of the final afternoon shift or night shift (other than a shift commencing on a Friday), to which the ordinary overtime provisions of the Agreement shall apply;
 - iii) When the employee receives the applicable overtime in accordance with **ii)** above, the Employer shall not be required to call in the employee on the day following the overtime afternoon shift or night shift.

SCHEDULE "B"

This Schedule shall cover and apply to Employers engaged in the STEEL ERECTION or MECHANICAL INSTALLATIONS BUSINESS within the Province of Ontario.

SCHEDULE "B" - rates for Board Area #8

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: cranes with a manufacturer's rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$40.03	\$4.00	\$4.82	\$6.32	\$55.17
May 1, 2014	\$40.85	\$4.09	\$5.02	\$6.46	\$56.42
May 1, 2015	\$41.61	\$4.16	\$5.22	\$6.58	\$57.57

- b) Engineers operating: cranes with a manufacturer's rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$39.37	\$3.94	\$4.82	\$6.32	\$54.45
May 1, 2014	\$40.20	\$4.02	\$5.02	\$6.46	\$55.70
May 1, 2015	\$40.95	\$4.10	\$5.22	\$6.58	\$56.85

- 1.2 a) Engineers operating: all conventional & hydraulic type cranes, save and except those set out in **Article 1.1** above, crawler cranes, clams, shovels, gradalls, backhoes, draglines, dredges - suction and dipper, mobile truck cranes including Galleon and Austin-Western type, and all rough terrain type hydraulic cranes, 15 ton capacity and over boom truck, gantry cranes, creter cranes, side booms, power hoist, mine hoist, chimney hoist, overhead cranes, tower type man and material hoists, piledrivers, caisson boring machines and drill rigs. Heavy duty mechanics, qualified maintenance welders, and 2nd Class Stationary Engineers. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.52	\$3.85	\$4.82	\$6.32	\$53.51
May 1, 2014	\$39.35	\$3.93	\$5.02	\$6.46	\$54.76
May 1, 2015	\$40.10	\$4.01	\$5.22	\$6.58	\$55.91

Schedule "B" – rates for Board Area #8 - Article 1 - continued

- b) Boom trucks of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.05	\$3.81	\$4.82	\$6.32	\$53.00
May 1, 2014	\$38.88	\$3.89	\$5.02	\$6.46	\$54.25
May 1, 2015	\$39.64	\$3.96	\$5.22	\$6.58	\$55.40

- 1.3 Operators of: bullmoose, Boom trucks of less than 10 ton capacity, air compressor feeding low pressure into air locks, bulldozers (including 815 type), tractors, scrapers, graders, emcos, overhead and front-end loaders, industrial tractors with attachments, trenching machines, mucking machines, mobile concrete pumps, side loaders, end booms, mobile pressure grease units, elevators, and Dinky locomotive type engines. 3rd Class Stationary Engineers. Kubota Type Backhoe and Skid Steer Loader. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type cranes.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.42	\$3.74	\$4.82	\$6.32	\$52.30
May 1, 2014	\$38.25	\$3.82	\$5.02	\$6.46	\$53.55
May 1, 2015	\$39.00	\$3.90	\$5.22	\$6.58	\$54.70

- 1.4 Operators of: batching and crushing plants, 6" discharge pumps and over, air tuggers, wellpoint systems and all other types of dewatering systems, concrete mixers of one cubic yard and over, fork lifts, portable air compressors over 150 C.F.M., boom trucks, "A" Frames, post hole augers, and off-highway aggregate haulers; gas, diesel or steam driven generators over 50 H.P. (portable). Servicemen and 4th Class Stationary Engineers. Rock trucks, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.08	\$3.61	\$4.82	\$6.32	\$50.83
May 1, 2014	\$36.91	\$3.69	\$5.02	\$6.46	\$52.08
May 1, 2015	\$37.66	\$3.77	\$5.22	\$6.58	\$53.23

Schedule "B" – rates for Board Area #8 - Article 1 - continued

- 1.5 Operators of: Rollers on grade work, driver mounted compaction units, concrete conveyors, and concrete pumps. Firemen and attendants for forced air, gas or oil burning temporary heating units of 500,000 BTU or over per hour; or five (5) or more heating units on the same job site; 2nd year mechanic's helper and signalman.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$33.26	\$3.33	\$4.82	\$6.32	\$47.73
May 1, 2014	\$34.09	\$3.41	\$5.02	\$6.46	\$48.98
May 1, 2015	\$34.85	\$3.48	\$5.22	\$6.58	\$50.13

- 1.6 Operators of: Pumps under 6" discharge where three (3) or more pumps are employed on the same job site, and driver mounted power sweeper. 1st year mechanic's helper, truck crane oiler drivers, and oilers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.44	\$3.24	\$4.82	\$6.32	\$46.82
May 1, 2014	\$33.26	\$3.33	\$5.02	\$6.46	\$48.07
May 1, 2015	\$34.02	\$3.40	\$5.22	\$6.58	\$49.22

SCHEDULE "B" - rates outside Board Area #8

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: cranes with a manufacturer's rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$39.12	\$3.91	\$4.82	\$6.32	\$54.17
May 1, 2014	\$39.95	\$3.99	\$5.02	\$6.46	\$55.42
May 1, 2015	\$40.70	\$4.07	\$5.22	\$6.58	\$56.57

- b) Engineers operating: cranes with a manufacturer's rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.46	\$3.85	\$4.82	\$6.32	\$53.45
May 1, 2014	\$39.29	\$3.93	\$5.02	\$6.46	\$54.70
May 1, 2015	\$40.05	\$4.00	\$5.22	\$6.58	\$55.85

- 1.2 a) Engineers operating: all conventional & hydraulic type cranes, save and except those set out in **Article 1.1** above, crawler cranes, clams, shovels, gradalls, backhoes, draglines, dredges - suction and dipper, mobile truck cranes including Galleon and Austin-Western type, and all rough terrain type hydraulic cranes, 15 ton capacity and over boom truck, gantry cranes, creter cranes, side booms, power hoist, mine hoist, chimney hoist, overhead cranes, tower type man and material hoists, piledrivers, caisson boring machines and drill rigs. Heavy duty mechanics, qualified maintenance welders, and 2nd Class Stationary Engineers. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.61	\$3.76	\$4.82	\$6.32	\$52.51
May 1, 2014	\$38.44	\$3.84	\$5.02	\$6.46	\$53.76
May 1, 2015	\$39.19	\$3.92	\$5.22	\$6.58	\$54.91

Schedule "B" – rates outside Board Area #8 - Article 1 - continued

- b) Boom trucks of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.15	\$3.71	\$4.82	\$6.32	\$52.00
May 1, 2014	\$37.97	\$3.80	\$5.02	\$6.46	\$53.25
May 1, 2015	\$38.73	\$3.87	\$5.22	\$6.58	\$54.40

- 1.3 Operators of: bullmoose, Boom trucks of less than 10 ton capacity, air compressor feeding low pressure into air locks, bulldozers (including 815 type), tractors, scrapers, graders, emcos, overhead and front-end loaders, industrial tractors with attachments, trenching machines, mucking machines, mobile concrete pumps, side loaders, end booms, mobile pressure grease units, elevators, and Dinky locomotive type engines. 3rd Class Stationary Engineers. Kubota Type Backhoe and Skid Steer Loader. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type cranes.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.51	\$3.65	\$4.82	\$6.32	\$51.30
May 1, 2014	\$37.34	\$3.73	\$5.02	\$6.46	\$52.55
May 1, 2015	\$38.09	\$3.81	\$5.22	\$6.58	\$53.70

- 1.4 Operators of: batching and crushing plants, 6" discharge pumps and over, air tuggers, wellpoint systems and all other types of dewatering systems, concrete mixers of one cubic yard and over, fork lifts, portable air compressors over 150 C.F.M., boom trucks, "A" Frames, post hole augers, and off-highway aggregate haulers; gas, diesel or steam driven generators over 50 H.P. (portable). Servicemen and 4th Class Stationary Engineers. Rock trucks, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.17	\$3.52	\$4.82	\$6.32	\$49.83
May 1, 2014	\$36.00	\$3.60	\$5.02	\$6.46	\$51.08
May 1, 2015	\$36.75	\$3.68	\$5.22	\$6.58	\$52.23

- 1.5 Operators of: Rollers on grade work, driver mounted compaction units, concrete conveyors, and concrete pumps. Firemen and attendants for forced air, gas or oil burning temporary heating units of 500,000 BTU or over per hour; or five (5) or more heating units on the same job site; 2nd year mechanic's helper and signalman.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.35	\$3.24	\$4.82	\$6.32	\$46.73
May 1, 2014	\$33.18	\$3.32	\$5.02	\$6.46	\$47.98
May 1, 2015	\$33.94	\$3.39	\$5.22	\$6.58	\$49.13

Schedule "B" – rates outside Board Area #8 - Article 1 - continued

- 1.6 Operators of: Pumps under 6" discharge where three (3) or more pumps are employed on the same job site, and driver mounted power sweeper. 1st year mechanic's helper, truck crane oiler drivers, and oilers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.53	\$3.15	\$4.82	\$6.32	\$45.82
May 1, 2014	\$32.35	\$3.24	\$5.02	\$6.46	\$47.07
May 1, 2015	\$33.11	\$3.31	\$5.22	\$6.58	\$48.22

- 1.7 Apprentices, trainees, oilers or drivers, shall not operate equipment unless a licensed engineer who is a member of the Union employed by the Employer is in attendance at all times.
- 1.8 An equipment foreman shall be employed by the Employer for every ten (10) members on site at a premium rate of Two Dollars (\$2.00) per hour over **Class 1.2 (a)** rates. He shall be a qualified journeyman and a member of the Union.
- 1.9 On equipment, when oiling and greasing cannot be performed during the regular working hours, the employee operating such equipment shall be paid for one-half (1/2) hour at his applicable rate of pay for oiling and greasing which he performs before or after the regular working day. When an employee is required to warm up equipment prior to the regular starting time he shall be paid at the applicable rate.
- 1.10 It will not be considered a violation of this Agreement for employees to refuse to be transported in the cab of mobile cranes and the Employer shall not make this a condition of employment.
- 1.11 Where employees are required to ride in the Employer's vehicles other than cranes in cold weather, such vehicles shall be adequately heated.
- 1.12 On request of the Engineer, a maintenance repair manual shall be supplied by the Employer.
- 1.13 An operator's Log Book shall be kept on every hoist for the purposes of recording repairs or adjustments and the operator shall be responsible for making the required entries.
- 1.14 If a signalman is requested from the Union, he shall be paid under **Class 1.5** rates.
- 1.15 The Employer agrees that regular operators, oiler drivers and trainees will not be laid off in order to circumvent the payment of living out and travel allowance.
- 1.16 When Ironworkers engaged in steel erection are available on site, they may be used to assist in the installation and removal of boom, boom sections and counterweight components without seeking agreement from the Union as specified in **Article 2.2** of the Master Portion.

ARTICLE 2 - COMMUTING, TRANSPORTATION AND TRAVEL EXPENSE ALLOWANCE

2.1 a) Area Union Hiring Halls are located in the following locations:

Windsor	Belleville
Sarnia	Ottawa
London	Sudbury
Cambridge	Sault Ste. Marie
Hamilton	Thunder Bay
Toronto	Timmins
St. Catharines	Barrie

b) Steel Erection Only

The commuting and board allowance as set out in **2.1** and **2.2** below will be paid from the City Hall at the Employer's home base (location of their main office in Ontario). Where additional employees are required, commuting and board allowance will be paid from City Hall in the City from which such employees are dispatched, with the mileage being computed on the basis of road miles by the most direct practical route.

c) Mechanical Installation Only

When an employee is sent by the Employer to a project beyond the free zone, the Commuting and/or Living Allowance as set out below will be paid from the City Hall at the Employer's home base (location of their main office in Ontario). Where additional employees are required, the Employer shall call the closest area Union hiring hall to the project for his requirements. The area dispatcher will attempt to supply qualified area members to fill the Employer's needs. If no qualified area members are available, the dispatcher will then call the next closest area Union hiring hall for the required employees (this shall be done on a fan-out basis from the project). When a suitable employee is located, and if authorized by the Employer is dispatched, the Commuting and/or Living Allowance as set out below shall apply from the City Hall closest to the area Union hiring hall in which the employee is registered.

Notwithstanding **Article 3.1** in the Master Portion of this Agreement, the Employer further agrees to hire only members of Local 793.

d) Commuting Allowance

NO ALLOWANCE

0 - 24 kilometres (15 miles)

24 km to 40 km (15 to 25 miles)

PER DAY WORKED

May 1, 2013	May 1, 2014	May 1, 2015
\$18.18	\$18.73	\$19.29

2.2 EXPENSE ALLOWANCE

- a) The following allowance will be paid to an employee who is sent to a job beyond the 40 kilometre (25 mile) commuting zone and up to 139 kilometres (86 miles).

PER DAY WORKED

KILOMETRES	MILES	May 1, 2013	May 1, 2014	May 1, 2015
Over 40 km up to 80 km	Over 25 miles up to 50 miles	\$36.05	\$37.13	\$38.24
Over 80 km up to 120 km	Over 50 miles up to 75 miles	\$57.95	\$59.69	\$61.48
Over 120 km up to 139 km	Over 75 miles up to 86 miles	\$68.24	\$70.29	\$72.40

- b) It is also agreed that if employees are required to report to an out-of-town job on Friday, they shall receive the applicable Expense Allowance for Saturday and Sunday of the first week-end or their transportation home and return at the discretion of the Company, provided that the employee is required to and does work the following Monday at the out-of-town job.
- c) Expense Allowances will not be deducted from an employee's pay due to inclement weather or a Statutory Holiday. However, if an employee fails to report to work when work is available on the working day immediately preceding or following such bad weather days or Statutory Holidays, he shall forfeit his Expense Allowance for such absenteeism and for the bad weather days or Statutory Holiday. An employee shall forfeit Expense Allowance if he refuses to work when instructed by the Foreman on any working day.
- d) Employees required to live away from home to work on a job where an Expense Allowance is applicable, will receive, for part or all of the first week away, Monday to Sunday inclusive, a daily allowance of the applicable Expense Allowance for the location of the job and the cost of their room, authenticated by a voucher, up to a maximum total expense; as applicable for part or all of the week. This does not apply for jobs of a duration greater than one (1) full week. If the employee is transferred to another location, necessitating new lodgings during the week, this formula will be re-applied.

Days Worked	May 1, 2013	May 1, 2014	May 1, 2015
1 Day	\$180.26	\$185.67	\$191.24
2 Days	\$289.77	\$298.46	\$307.41
3 Days	\$341.17	\$351.41	\$361.95
4 Days or More	\$834.61	\$859.65	\$885.44

- e) Employees required to work away from home on projects over 139 kilometres (86 miles) shall be paid a room and board allowance based on 7 days per week as follows:

May 1, 2013	May 1, 2014	May 1, 2015
\$119.22	\$122.80	\$126.48

- f) Commuting or Board Allowance is not payable, regardless of distance to the job site, when the employee leaves his home base and returns the same day and is being paid the applicable hourly rate.

2.3 TRANSPORTATION AND TRAVELLING ALLOWANCE

- a) When an employee is sent to a job beyond the forty (40) kilometre (25 mile) zone as noted above, the Employer will pay:

May 1, 2013	May 1, 2014	May 1, 2015
55.2¢ per Kilometre	56.9¢ per Kilometre	58.6¢ per Kilometre
88.7¢ per Mile	91.4¢ per Mile	94.1¢ per Mile

Mileage to be computed on the basis of the most direct practical route.

Where automobile travel is inappropriate the Employer will pay transportation expense of air or train travel, plus berth if necessary, plus the applicable expense allowance, provided that the employee stays on the job continuously for the duration of the job or two (2) months, whichever is the lesser.

When an employee works continuously on a project which is beyond four hundred and eighty kilometres (480 km) (300 miles) from the appropriate City Hall he shall receive an amount equal to one return plane fare from the nearest airport to the project, to his home every sixty (60) calendar days.

- b) When employees are requested to use their own transportation to accompany equipment from shop to job, job to job, and return, they shall be paid:

May 1, 2013	May 1, 2014	May 1, 2015
55.2¢ per Kilometre	56.9¢ per Kilometre	58.6¢ per Kilometre
88.7¢ per Mile	91.4¢ per Mile	94.1¢ per Mile

- c) The Employer will pay prevailing straight time rates of pay to an employee required to travel during regularly assigned operating hours, day shift only. No traveling time outside of these hours will be paid for except in special cases at the discretion of the Employer. If the Employer authorizes travel time outside of regularly assigned hours, such time will be paid at applicable premium rates.
- d) When employees are requested to accompany equipment to and from job sites outside of regularly assigned hours, they shall be paid at overtime rates.
- e) The Employer shall provide or pay for the transportation to the car or home if requested, for personnel left on a jobsite without their normal method of conveyance. If this travel takes place after normal working hours the employee shall be further compensated to a maximum of one (1) hour at straight time.

Schedule "B" – Article 2 – continued

- f) On Industrial Plant projects or Construction Site projects the Employer and the Union will negotiate an arrangement to transport or compensate employees where excessive walking time is involved.

ARTICLE 3 - EMPLOYER LABOUR RELATIONS FUND

- 3.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion to this Agreement shall be in the amount of Eight Cents (**8¢**) per hour for each hour worked by each employee covered by this Schedule.

SCHEDULE "C"

This Schedule shall cover and apply to Employers engaged in the FOUNDATION, PILING and CAISSON BORING BUSINESS within the Province of Ontario.

SCHEDULE "C" - rates for Board Area #8

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 Engineers operating: cranes with drill attachments, cranes with piling lead attachments, cranes with vibratory hammers, rotary drill rigs with a manufacturer's rated torque of greater than 270 kNm.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.94	\$3.89	\$4.82	\$6.32	\$53.97
May 1, 2014	\$39.76	\$3.98	\$5.02	\$6.46	\$55.22
May 1, 2015	\$40.52	\$4.05	\$5.22	\$6.58	\$56.37

- 1.2 Engineers operating: service cranes, including but not limited to, carry deck cranes, self-erecting cranes and spider-type cranes, rotary drill rigs with a manufacturer's rated torque from 190 kNm to 270 kNm, mechanics, churn drills, power mounted drills.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.73	\$3.77	\$4.82	\$6.32	\$52.64
May 1, 2014	\$38.55	\$3.86	\$5.02	\$6.46	\$53.89
May 1, 2015	\$39.31	\$3.93	\$5.22	\$6.58	\$55.04

- 1.3 Engineers operating: excavator mounted vibratory hammers, tie back machines, rotary drill rigs with a manufacturer's rated torque of less than 190 kNm, welders, winches of all descriptions.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.96	\$3.70	\$4.82	\$6.32	\$51.80
May 1, 2014	\$37.79	\$3.78	\$5.02	\$6.46	\$53.05
May 1, 2015	\$38.55	\$3.85	\$5.22	\$6.58	\$54.20

- 1.4 Front-end loaders, bulldozers (including 815 type) and similar equipment, boom trucks, Kubota type backhoe, skid steer loader, rock trucks.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.49	\$3.65	\$4.82	\$6.32	\$51.28
May 1, 2014	\$37.32	\$3.73	\$5.02	\$6.46	\$52.53
May 1, 2015	\$38.07	\$3.81	\$5.22	\$6.58	\$53.68

Schedule "C" – rates for Board Area #8 -Article 1 - continued

1.5 Tuggers, forklifts, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.29	\$3.43	\$4.82	\$6.32	\$48.86
May 1, 2014	\$35.12	\$3.51	\$5.02	\$6.46	\$50.11
May 1, 2015	\$35.87	\$3.59	\$5.22	\$6.58	\$51.26

1.6 Drillers, drillers helpers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$33.11	\$3.31	\$4.82	\$6.32	\$47.56
May 1, 2014	\$33.94	\$3.39	\$5.02	\$6.46	\$48.81
May 1, 2015	\$34.69	\$3.47	\$5.22	\$6.58	\$49.96

1.7 Mechanics helpers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.25	\$3.23	\$4.82	\$6.32	\$46.62
May 1, 2014	\$33.08	\$3.31	\$5.02	\$6.46	\$47.87
May 1, 2015	\$33.84	\$3.38	\$5.22	\$6.58	\$49.02

SCHEDULE "C" - rates outside Board Area #8

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 Engineers operating: cranes with drill attachments, cranes with piling lead attachments, cranes with vibratory hammers, rotary drill rigs with a manufacturer's rated torque of greater than 270 kNm.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.03	\$3.80	\$4.82	\$6.32	\$52.97
May 1, 2014	\$38.85	\$3.89	\$5.02	\$6.46	\$54.22
May 1, 2015	\$39.61	\$3.96	\$5.22	\$6.58	\$55.37

- 1.2 Engineers operating: service cranes, including but not limited to, carry deck cranes, self-erecting cranes and spider-type cranes, rotary drill rigs with a manufacturer's rated torque from 190 kNm to 270 kNm, mechanics, churn drills, power mounted drills.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.82	\$3.68	\$4.82	\$6.32	\$51.64
May 1, 2014	\$37.65	\$3.76	\$5.02	\$6.46	\$52.89
May 1, 2015	\$38.40	\$3.84	\$5.22	\$6.58	\$54.04

- 1.3 Engineers operating: excavator mounted vibratory hammers, tie back machines, rotary drill rigs with a manufacturer's rated torque of less than 190 kNm, welders, winches of all descriptions.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.05	\$3.61	\$4.82	\$6.32	\$50.80
May 1, 2014	\$36.88	\$3.69	\$5.02	\$6.46	\$52.05
May 1, 2015	\$37.64	\$3.76	\$5.22	\$6.58	\$53.20

- 1.4 Front-end loaders, bulldozers (including 815 type) and similar equipment, boom trucks, Kubota type backhoe, skid steer loader, rock trucks.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.58	\$3.56	\$4.82	\$6.32	\$50.28
May 1, 2014	\$36.41	\$3.64	\$5.02	\$6.46	\$51.53
May 1, 2015	\$37.16	\$3.72	\$5.22	\$6.58	\$52.68

Schedule "C" - rates outside Board Area #8 - Article 1 - continued

1.5 Tuggers, forklifts, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$33.38	\$3.34	\$4.82	\$6.32	\$47.86
May 1, 2014	\$34.21	\$3.42	\$5.02	\$6.46	\$49.11
May 1, 2015	\$34.96	\$3.50	\$5.22	\$6.58	\$50.26

1.6 Drillers, drillers helpers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.20	\$3.22	\$4.82	\$6.32	\$46.56
May 1, 2014	\$33.03	\$3.30	\$5.02	\$6.46	\$47.81
May 1, 2015	\$33.78	\$3.38	\$5.22	\$6.58	\$48.96

1.7 Mechanics helpers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.35	\$3.13	\$4.82	\$6.32	\$45.62
May 1, 2014	\$32.17	\$3.22	\$5.02	\$6.46	\$46.87
May 1, 2015	\$32.93	\$3.29	\$5.22	\$6.58	\$48.02

1.8 Except as otherwise agreed the fourth (4th) man in a pile driving crew, including the operator, will be an employee covered by the provisions of this Agreement provided that he is required to perform any work covered by the provisions of this Agreement.

1.9 All operators on drilling and mobile equipment shall be required to hold an Operating Engineer's Certificate and equipment shall be manned by an operator and helper or driver.

1.10 All drillers helpers shall be required to have a Class "D" Ontario Department of Transportation and Communications license and shall not be transferred to operating until he has complied with the regulations of the Operating Engineers Act.

1.11 Rates for new types of equipment under the jurisdiction of the International Union of Operating Engineers, not appearing in the wage schedule, shall be classified and agreed on by a committee of the Union and the Employer within thirty (30) days of being placed in operation.

1.12 Salaried part-time employees, management or relatives of management, shall not replace regular operators for overtime or lay-off purposes.

ARTICLE 2 - OVERTIME

- 2.1 All time worked by an employee before or after his regular shift on Monday to Friday inclusive, except as provided in **Article 15.1** of the Master Portion of this Agreement and all hours worked on Saturday and Sunday shall be considered overtime and paid for as follows:
- 2.2 Time and one-half (1-1/2) the regular rate shall be paid for the first two (2) hours of overtime, Monday to Friday inclusive.
- 2.3 Overtime for all work performed in excess of the hours noted in **2.2** above and on Saturday and Sunday shall be paid for at double (2x) the regular rate.

ARTICLE 3 - INCLEMENT WEATHER REPORTING ALLOWANCE

- 3.1 Two (2) hours pay together with traveling expenses, whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after his designated starting time. 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. If an employee is directed to work and commences to work, **Article 19.1** of the Master Portion of this Agreement shall apply.

ARTICLE 4 - COMMUTING, TRAVEL AND LIVING ALLOWANCES

4.1 Free Zones

No allowances shall be payable within the following boundaries, referred to as "Free Zones:"

- a) Employees hired through the Toronto Hiring Hall:
Area bounded on the West by Highway 27 extended to Lake Ontario, on the North by Highway 7, on the East by Highway 48, extended to Lake Ontario and on the South by the Lake Ontario shoreline south of the Toronto Islands.
- b) Employees hired through all hiring halls other than Toronto:
The area within a 16km radius from the City Hall for the city in which the Hiring Hall is located.

4.2 Projects Beyond the Free Zones

Commuting, travel and living allowances shall be paid to employees sent to a project beyond the free zones as detailed hereunder. All distances referred to are one-way distances beyond the limits of the appropriate free zone. All commuting or travel allowances are to be computed from the edge of the free zone to the site on the basis of the most direct practical route.

Schedule "C" - Article 4 - continued

		COMMUTING OR TRAVEL ALLOWANCE	LIVING ALLOWANCE		
			May 1, 2013	May 1, 2014	May 1, 2015
1	Up to 99km	May 1, 2013 47.3¢/km each way May 1, 2014 48.7¢/km each way May 1, 2015 50.2¢/km each way	None	None	None
2	Over 99km - 199km	47.3¢/km for first work day each week May 1, 2014 increase to 48.7¢/km May 1, 2015 increase to 50.2¢/km 47.3¢/km for last work day each week May 1, 2014 increase to 48.7¢/km May 1, 2015 increase to 50.2¢/km	\$119.26 per day worked, providing job duration exceeds one day	\$122.84 per day worked, providing job duration exceeds one day	\$126.53 per day worked, providing job duration exceeds one day
3	Over 199km - 499km	Based on a 3 week cycle 47.3¢/km for first work day of first week May 1, 2014 increase to 48.7¢/km May 1, 2015 increase to 50.2¢/km 47.3¢/km for earlier of last work day of job or last work day of third week May 1, 2014 increase to 48.7¢/km May 1, 2015 increase to 50.2¢/km	\$119.26 per day worked, and for weekend days of first 2 weeks of cycle	\$122.84 per day worked, and for weekend days of first 2 weeks of cycle	\$126.53 per day worked, and for weekend days of first 2 weeks of cycle
4	Beyond 499km	Reasonable Travel expenses paid by employer, including airfare* for intermittent trips home	\$119.26 per day worked, and for weekend days at site vicinity	\$122.84 per day worked, and for weekend days at site vicinity	\$126.53 per day worked, and for weekend days at site vicinity

* **For Zone 4**, should the employee elect to use his personal vehicle to travel to the job site rather than travel by air, payment shall be made for the lesser of the distance traveled at the rate per km stated above or the cost of air transportation.

4.3 Living allowance will not be deducted from employee's pay due to inclement weather or Statutory Holidays providing that the employee remains at the job site vicinity. However, if the employee fails to report to work when work is available on the working day immediately preceding and following such bad weather days or holiday, the employee shall forfeit the living expense for such absenteeism.

4.4 Employees required to use their cars to travel to job sites or following equipment other than as covered above shall be paid Forty-Four Point Six Cents per kilometre (44.6¢/km) each way. On May 1, 2014, the rate shall increase to Forty-Five Point Nine Cents per kilometre (45.9¢/km) and on May 1, 2015, the rate shall increase to Forty-Seven Point Three Cents per kilometre (47.3¢/km).

4.5 Transportation expenses to out-of-town sites other than as indicated above shall be paid by the Employer.

ARTICLE 5 - EMPLOYER LABOUR RELATIONS FUND

5.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion of this Agreement shall be in the amount of fifteen cents (**15¢**) per hour for each hour worked by each employee covered by this Schedule.

SCHEDULE "D"

This Schedule shall cover and apply to Employers that are member Companies of the Associated Earth Movers of Ontario engaged in the EXCAVATING BUSINESS within the Province of Ontario.

SCHEDULE "D" - rates for Board Area #8

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: draglines, cranes including but not limited to Self-erecting Cranes and Carry Deck Cranes. Heavy Duty Mechanics. Spider-type Cranes.

Effective May 1, 2013, the wage rate for engineers operating large cranes over 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.45	\$3.65	\$4.82	\$6.32	\$51.24
May 1, 2014	\$37.28	\$3.73	\$5.02	\$6.46	\$52.49
May 1, 2015	\$38.04	\$3.80	\$5.22	\$6.58	\$53.64

- b) Engineers operating: shovels, backhoes, hoptoes, gradalls and similar equipment, whip hammer, power mounted drills.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.98	\$3.60	\$4.82	\$6.32	\$50.72
May 1, 2014	\$36.81	\$3.68	\$5.02	\$6.46	\$51.97
May 1, 2015	\$37.56	\$3.76	\$5.22	\$6.58	\$53.12

- 1.2 Welders.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.14	\$3.61	\$4.82	\$6.32	\$50.89
May 1, 2014	\$36.96	\$3.70	\$5.02	\$6.46	\$52.14
May 1, 2015	\$37.72	\$3.77	\$5.22	\$6.58	\$53.29

- 1.3 Operators of: bulldozers (including 815 type), tractors, scrapers, emcos, graders, overhead loaders, front-end loaders, industrial tractors with excavating attachments, compressor operators. Kubota Type Backhoe and Skid Steer Loader. Rock trucks.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.32	\$3.53	\$4.82	\$6.32	\$49.99
May 1, 2014	\$36.15	\$3.61	\$5.02	\$6.46	\$51.24
May 1, 2015	\$36.90	\$3.69	\$5.22	\$6.58	\$52.39

Schedule "D" - rates for Board Area #8 - Article 1 - continued

1.4 a) Mechanic's helpers and servicemen.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$33.33	\$3.33	\$4.82	\$6.32	\$47.80
May 1, 2014	\$34.15	\$3.42	\$5.02	\$6.46	\$49.05
May 1, 2015	\$34.91	\$3.49	\$5.22	\$6.58	\$50.20

b) Oiler-Grademen and Oiler-Drivers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.86	\$3.29	\$4.82	\$6.32	\$47.29
May 1, 2014	\$33.69	\$3.37	\$5.02	\$6.46	\$48.54
May 1, 2015	\$34.45	\$3.44	\$5.22	\$6.58	\$49.69

c) Compactors.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.95	\$3.30	\$4.82	\$6.32	\$47.39
May 1, 2014	\$33.78	\$3.38	\$5.02	\$6.46	\$48.64
May 1, 2015	\$34.54	\$3.45	\$5.22	\$6.58	\$49.79

SCHEDULE "D" - rates outside Board Area #8

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: draglines, cranes including but not limited to Self-erecting Cranes and Carry Deck Cranes. Heavy Duty Mechanics. Spider-type Cranes.

Effective May 1, 2013, the wage rate for engineers operating large cranes over 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.55	\$3.55	\$4.82	\$6.32	\$50.24
May 1, 2014	\$36.37	\$3.64	\$5.02	\$6.46	\$51.49
May 1, 2015	\$37.13	\$3.71	\$5.22	\$6.58	\$52.64

- b) Engineers operating: shovels, backhoes, hoptoes, gradalls and similar equipment, whip hammer, power mounted drills.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.07	\$3.51	\$4.82	\$6.32	\$49.72
May 1, 2014	\$35.90	\$3.59	\$5.02	\$6.46	\$50.97
May 1, 2015	\$36.65	\$3.67	\$5.22	\$6.58	\$52.12

- 1.2 Welders.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.23	\$3.52	\$4.82	\$6.32	\$49.89
May 1, 2014	\$36.05	\$3.61	\$5.02	\$6.46	\$51.14
May 1, 2015	\$36.81	\$3.68	\$5.22	\$6.58	\$52.29

- 1.3 Operators of: bulldozers (including 815 type), tractors, scrapers, emcos, graders, overhead loaders, front-end loaders, industrial tractors with excavating attachments, compressor operators. Kubota Type Backhoe and Skid Steer Loader. Rock trucks.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.41	\$3.44	\$4.82	\$6.32	\$48.99
May 1, 2014	\$35.24	\$3.52	\$5.02	\$6.46	\$50.24
May 1, 2015	\$35.99	\$3.60	\$5.22	\$6.58	\$51.39

Schedule "D" – rates outside Board Area #8 - Article 1 - continued

1.4 a) Mechanic's helpers and servicemen.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.42	\$3.24	\$4.82	\$6.32	\$46.80
May 1, 2014	\$33.25	\$3.32	\$5.02	\$6.46	\$48.05
May 1, 2015	\$34.00	\$3.40	\$5.22	\$6.58	\$49.20

b) Oiler-Grademen and Oiler-Drivers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.95	\$3.20	\$4.82	\$6.32	\$46.29
May 1, 2014	\$32.78	\$3.28	\$5.02	\$6.46	\$47.54
May 1, 2015	\$33.54	\$3.35	\$5.22	\$6.58	\$48.69

c) Compactors.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.05	\$3.20	\$4.82	\$6.32	\$46.39
May 1, 2014	\$32.87	\$3.29	\$5.02	\$6.46	\$47.64
May 1, 2015	\$33.63	\$3.36	\$5.22	\$6.58	\$48.79

1.5 When engineers are required to operate equipment of a lesser rate, they shall maintain their established rate.

1.6 Other types of equipment or classifications under the jurisdiction of the International Union of Operating Engineers, not appearing in this wage schedule, shall be classified as per appropriate rates, under the recognition of such classifications listed in **Schedule "J"**.

1.7 Salaried employees, or employees who operate only part time shall not replace regular operators when overtime is to be worked.

ARTICLE 2 - NO STRIKES, NO LOCKOUTS

2.1 In view of the grievance and arbitration procedure provided in this Agreement, it is agreed by the Union that there shall be no strike or stoppage of work, either complete or partial, and the Employer agrees it shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line established by the Toronto Building Trades Council, or to refuse to operate equipment rented from non-Union contractors, or to cease to work for failure of Employer to correct pay shortages, or being late in wage payments, or Health & Pension Plan contributions.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

Notwithstanding the provisions of **Articles 15** and **16** of the Master Agreement, the following conditions shall apply to employees working under the terms of this Schedule:

3.1 Hours of Work

The standard work week shall be fifty (50) hours from Monday to Friday inclusive. The standard work day shall not be more than ten (10) hours per day at straight time between 7:00 a.m. and 6:00 p.m. Such starting and quitting times may be varied by mutual agreement between the Union and the Employer.

3.2 Overtime

All time worked by an employee in excess of ten (10) hours per day Monday to Friday inclusive, shall be paid at time and one-half (1-1/2) the regular hourly rate.

3.3 All hours worked on Saturday and Sunday shall be paid for at double (2x) the regular rate.

ARTICLE 4 - INCLEMENT WEATHER REPORTING ALLOWANCE

4.1 Two (2) hours pay together with traveling expenses, whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after his designated starting time.

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. If an employee is directed to work and commences to work **Article 19.1** of the Master Portion of this Agreement shall apply.

ARTICLE 5 - TRAVELLING EXPENSE

5.1 a) Toronto Area Based Employers

There shall be no traveling expense allowed for all work within an area bounded on the West by Hwy. #27, on the North by Hwy. #7 and on the East by Hwy. #48, extended to Lake Ontario.

b) Other than Toronto Area Based Employers

There shall be no travel allowance paid for all work performed within a sixteen (16) kilometre radius from the City Hall in the City where the Employer's Head Office is located or as otherwise agreed to by the Employer and the Union, in writing.

5.2 Traveling expense at the rate of Forty-Seven Point Three Cents per kilometre (**47.3¢/km**) / Seventy-Six Point Zero Cents per mile (**76.0¢/mile**) each way, shall be paid for all work beyond the free zone limits as described in **5.1** and up to the geographical area limits of this Agreement.

Effective May 1, 2014 the rate shall increase to Forty-Eight Point Seven Cents per kilometre (**48.7¢/km**) / Seventy-Eight Point Three Cents per mile (**78.3¢/mile**).

Effective May 1, 2015 the rate shall increase to Fifty Point Two Cents per kilometre (**50.2¢/km**) / Eighty Point Six Cents per mile (**80.6¢/mile**).

Schedule "D" - Article 5 - continued

5.3 Living Out Expense shall be paid on jobs over forty kilometres (40 km) / twenty-five miles (25 miles) as follows:

PER DAY WORKED

KILOMETRES	MILES	May 1, 2013	May 1, 2014	May 1, 2015
Over 40 km up to 80 km	Over 25 miles up to 50 miles	\$26.90	\$27.71	\$28.54
Over 80 km up to 120 km	Over 50 miles up to 75 miles	\$58.95	\$60.72	\$62.54
Over 120 km up to 160 km	Over 75 miles up to 100 miles	\$61.78	\$63.63	\$65.54
Over 160 km (seven days per week)	Over 100 miles (seven days per week)	\$93.85	\$96.67	\$99.57

If an employee chooses to remain overnight while employed on a job in this zone, the Room and Board Allowance set out in the over one hundred and sixty kilometres (160 kms) / one hundred miles (100 miles) zone will apply. Where the employee commutes daily the payment will be in accordance with the over eighty kilometres (80 kms) / fifty miles (50 mile) zone.

5.4 Living Out Expense will not be deducted from an employee's pay due to inclement weather or Statutory Holidays. However, if an employee fails to report to work when work is available on the working day immediately preceding and following such bad weather days or holidays, he shall forfeit his Living Out Expense for such absenteeism.

5.5 Employees required to use their cars to travel to job sites or following equipment other than as covered in 4.1 above shall be paid:

Traveling expense at the rate of Fifty-Four Point Four Cents per kilometre (**54.4¢/km**) / Seventy-Six Point Zero Cents per mile (**76.0¢/mile**) each way, shall be paid for all work beyond the free zone limits as described in 5.1 and up to the geographical area limits of this Agreement.

Effective May 1, 2014 the rate shall increase to Fifty-Six Point Zero Cents per kilometre (**56.0¢/km**) / Seventy-Eight Point Three Cents per mile (**78.3¢/mile**).

Effective May 1, 2015 the rate shall increase to Fifty-Seven Point Seven Cents per kilometre (**57.7¢/km**) / Eighty Point Six Cents per mile (**80.6¢/mile**).

5.6 Transportation expenses to out-of-town sites other than as indicated above shall be paid by the Employer.

ARTICLE 6 - EMPLOYER LABOUR RELATIONS FUND

6.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion to this Agreement shall be in the amount of Forty Cents (**40¢**) per hour for each hour worked by each employee covered by this Schedule.

SCHEDULE "E"

This Schedule shall cover and apply to Employers engaged in all work other than the work covered by Schedules "A", "B", "C", & "D" hereof and without limiting the generality of the foregoing BUILDING and CONSTRUCTION WORK within the **Counties of Essex and Kent.**

SCHEDULE "E"

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: cranes with a manufacturer's rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.13	\$3.81	\$4.82	\$6.32	\$53.08
May 1, 2014	\$38.95	\$3.90	\$5.02	\$6.46	\$54.33
May 1, 2015	\$39.71	\$3.97	\$5.22	\$6.58	\$55.48

- b) Engineers operating: cranes with a manufacturer's rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.67	\$3.77	\$4.82	\$6.32	\$52.58
May 1, 2014	\$38.50	\$3.85	\$5.02	\$6.46	\$53.83
May 1, 2015	\$39.25	\$3.93	\$5.22	\$6.58	\$54.98

- 1.2 a) Engineers operating: all conventional and hydraulic type cranes, save and except those set out in **Article 1.1** above, 15 ton capacity and over boom truck, clams, shovels, gradalls, backhoes, draglines, piledrivers, all power derrick, gantry cranes, caisson boring machines (over 25 HP), and similar drill rigs, mine hoists, and all similar equipment working on land or water, overhead cranes, chimney hoists, multiple drum hoists, single drum hoists (over 12 stories), single drum hoists of manual friction and brake type, and all similar equipment, dredges - suction and dipper, hydraulic jacking equipment on vertical slip forms, hydraulic jacking poles, creter cranes, and hydraulic scoopers. Heavy duty mechanics, qualified welders and 2nd Class Stationary Engineers. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.18	\$3.62	\$4.82	\$6.32	\$50.94
May 1, 2014	\$37.01	\$3.70	\$5.02	\$6.46	\$52.19
May 1, 2015	\$37.76	\$3.78	\$5.22	\$6.58	\$53.34

Schedule "E"- Article 1 – continued

- b) Pitman type cranes of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.71	\$3.57	\$4.82	\$6.32	\$50.42
May 1, 2014	\$36.54	\$3.65	\$5.02	\$6.46	\$51.67
May 1, 2015	\$37.29	\$3.73	\$5.22	\$6.58	\$52.82

- 1.3 Operators of: air tuggers used for installation of vessels, tanks, machinery, and for steel erection; side booms on land or water; man and material hoist and single drum hoists 12 stories and under not of a manual friction and brake type; elevators, monorails, bullmoose type equipment of 5 ton capacity or over, air compressor feeding low pressure into air locks, tunnel mole. 3rd Class Stationary Engineer. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.14	\$3.51	\$4.82	\$6.32	\$49.79
May 1, 2014	\$35.96	\$3.60	\$5.02	\$6.46	\$51.04
May 1, 2015	\$36.72	\$3.67	\$5.22	\$6.58	\$52.19

- 1.4 Operators of: bulldozers (including 815 type), tractors, scrapers, graders, emcos, overhead and front-end loaders, side loaders, industrial tractors with excavating attachments, trenching machines, and all similar equipment, mobile concrete pumps, Pitman type cranes under 10 ton capacity, mobile pressure grease units, mucking machines, hydraulically operated utility pole hole digger, and Dinky locomotive type engines. 4th Class Stationary Engineers. Kubota Type Backhoe and Skid Steer Loader. Rock trucks.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.88	\$3.49	\$4.82	\$6.32	\$49.51
May 1, 2014	\$35.71	\$3.57	\$5.02	\$6.46	\$50.76
May 1, 2015	\$36.46	\$3.65	\$5.22	\$6.58	\$51.91

- 1.5 Operators of: batching and crushing plants, 6" discharge pumps and over, wellpoint systems and all similar systems, concrete mixers of 1 cubic yard and over, gas, diesel, or steam driven generators over 50 HP (portable), fork lifts over 8' lifting height, air tuggers except those in **Group 1.3**, caisson boring machines (25 HP and under), drill rigs, post hole diggers, portable air compressors 150 CFM and over, and concrete pumps. Signalman, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$33.09	\$3.31	\$4.82	\$6.32	\$47.54
May 1, 2014	\$33.92	\$3.39	\$5.02	\$6.46	\$48.79
May 1, 2015	\$34.67	\$3.47	\$5.22	\$6.58	\$49.94

Schedule "E"- Article 1 – continued

- 1.6 Operators of: boom trucks, "A" Frames, driver mounted compaction units, bullmoose type equipment under 5 ton capacity, fork lifts 8' and under in lifting height and conveyors. Firemen.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.85	\$3.29	\$4.82	\$6.32	\$47.28
May 1, 2014	\$33.68	\$3.37	\$5.02	\$6.46	\$48.53
May 1, 2015	\$34.44	\$3.44	\$5.22	\$6.58	\$49.68

- 1.7 a) Operators of: hydraulic jacking equipment for underground operations, portable air compressors under 150 CFM where attendant is required, and driver mounted power sweepers. Attendants for forced air, gas or oil burning temporary heating units of 500,000 BTU's or over per hour, or, 5 or more on the same job site. Oiler-driver.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.91	\$3.19	\$4.82	\$6.32	\$46.24
May 1, 2014	\$32.74	\$3.27	\$5.02	\$6.46	\$47.49
May 1, 2015	\$33.49	\$3.35	\$5.22	\$6.58	\$48.64

- b) Oilers, mechanic's helpers, pumps over 6" discharge where 3 or more are employed on the same job site.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.68	\$3.17	\$4.82	\$6.32	\$45.99
May 1, 2014	\$32.51	\$3.25	\$5.02	\$6.46	\$47.24
May 1, 2015	\$33.26	\$3.33	\$5.22	\$6.58	\$48.39

- 1.8 Permanent elevators shall not be used as man and material hoists where they have not passed inspection and been licensed under the Elevators Lifts Act, in which case the Contractor or owner concerned will assign the work to members of the Operating Engineers' Union when said elevators are licensed and are converted into man and material operation.
- 1.9 Wellpoint and dewatering systems shall be manned only by members of the Union and on a twenty-four (24) hour, seven (7) days per week basis when so used.
- 1.10 Forced air, gas, propane or oil burning temporary heating units shall be serviced and manned only by members of the Union, and shall require a regular attendant when BTU output, single or multiple - on any site - exceeds 300,000 BTU's and where more than five (5) such units are put into operation an additional attendant will be employed for such additional group under the above rating.

Schedule "E"- Article 1 – continued

- 1.11 Where five (5) or more members of the Union are employed on any site, a member of the Union shall be assigned as Equipment Foreman. The Equipment Foreman's rate shall be Two Dollars (\$2.00) above the members rate.
- 1.12 When an oiler is not employed and when oiling and greasing is not performed due to lack of time, during regular working hours, the Engineer operating such equipment shall be paid one (1) hour at his regular day shift rate, for oiling and greasing which he performs before or after his regular working day.
- 1.13 It will not be considered a violation of this Agreement for employees to refuse to be transported in the cab of mobile cranes and the Employer shall not make this a condition of employment.
- 1.14 Where employees are required to ride in Company vehicles other than cranes in cold weather such vehicles shall be adequately heated.
- 1.15 Helicopters shall not be used to replace other methods of hoisting and placing equipment or materials on any site or project without first being cleared by permit from the Union.
- 1.16 Winch Operators in said helicopters shall be members of the Union.
- 1.17 Log Books shall be maintained for each piece of equipment and be available at the site for the purpose of recording repairs, or adjustments, maintenance records or reports of unsafe conditions of equipment. Date and time of each entry shall be shown and verified by signature of a Company official.
- 1.18 Repair manuals will be made available where necessary.

ARTICLE 2 - OVERTIME

- 2.1 All time worked by an employee before and after his regular shift on Monday to Friday inclusive, except as provided in **Article 15.1** of the Master Portion of this Agreement and all hours worked on Saturday and Sunday shall be considered overtime and paid for as follows:
- 2.2 Time and one-half (1-1/2) the regular rate shall be paid for the first two (2) hours of overtime, Monday to Friday inclusive.
- 2.3 Overtime for all work performed in excess of the hours noted in **2.2** above and on Saturday and Sunday shall be paid for at double (2x) the regular rate.

ARTICLE 3 - INCLEMENT WEATHER REPORTING ALLOWANCE

- 3.1 Two (2) hours pay together with traveling expenses, whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after his designated starting time. 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.

If an employee is directed to work and commences to work **Article 19.1** of the Master Portion of this Agreement shall apply.

ARTICLE 4 - TRAVEL TIME & EXPENSES

4.1 For the purpose of determining the Employer’s obligation to supply transportation to employees, the area to which this Agreement applies is divided into zones:

- a) **Essex County** - Employees providing own transportation. There shall be a free zone within a twenty-four kilometre (24 km) / fifteen mile (15 mile) radius of the Windsor City Hall; no travel time shall be paid to the employees working in this area.
- b) **32 kilometre / 20 mile limit** - When an employee is required to work in an area outside the above free zone up to a distance of thirty-two kilometres (32 kms) / twenty miles (20 miles) in any direction, he shall be paid a traveling allowance:

PER DAY

May 1, 2013	May 1, 2014	May 1, 2015
\$19.79	\$20.38	\$20.99

- c) **Outside 32 kilometre / 20 mile limit** - When an employee is required to work in an area outside of the above free zone and thirty-two kilometre (32 km) / twenty mile (20 mile) area to the boundaries of Essex County he shall be paid traveling allowance of:

PER DAY

May 1, 2013	May 1, 2014	May 1, 2015
\$27.70	\$28.53	\$29.39

4.2 When an employee is required to use his own vehicle to commute to any site he shall receive Fifty-Two Point Seven Cents (**52.7¢**) per kilometre / Eighty-Six Point Five Cents (**86.5¢**) per mile in addition to travel time allowance.

Effective May 1, 2014 the rate shall increase to Fifty-Four Point Three Cents per kilometre (**54.3¢/km**) / Eighty-Nine Point One Cents per mile (**89.1¢/mile**).

Effective May 1, 2015 the rate shall increase to Fifty-Five Point Nine Cents per kilometre (**55.9¢/km**) / Ninety-One Point Eight Cents per mile (**91.8¢/mile**).

All the above kilometres are to be measured by the most direct automobile route.

ARTICLE 5 - LIVING ALLOWANCE AND ACCOMMODATION

5.1 Where an employee is required to work beyond one hundred and sixty kilometres (160 km.) / one hundred (100) miles from point of hire or dispatch, the Employer shall pay expenses per day:

	May 1, 2013	May 1, 2014	May 1, 2015
MINIMUM	\$ 93.86	\$ 96.68	\$ 99.58
MAXIMUM PER WEEK	\$469.33	\$483.41	\$497.91

Schedule "E"- Article 5 – continued

- 5.2 In the event a standard set of regulations governing camp accommodations for the Province of Ontario is adopted by the Union and Management, the Company hereby agrees to accept and apply such regulations whenever they apply to its operation.

ARTICLE 6 - EMPLOYER LABOUR RELATIONS FUND

- 6.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion to this Agreement shall be in the amount of Thirty Cents (**30¢**) per hour for each hour worked by each employee covered by this Schedule.

SCHEDULE "F"

This Schedule shall cover and apply to Employers engaged in all work other than the work covered by Schedules "A", "B", "C", & "D" hereof and without limiting the generality of the foregoing BUILDING and CONSTRUCTION WORK within the **County of Lambton.**

SCHEDULE "F"

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: cranes with a manufacturer's rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$39.12	\$3.91	\$4.82	\$6.32	\$54.17
May 1, 2014	\$39.95	\$3.99	\$5.02	\$6.46	\$55.42
May 1, 2015	\$40.70	\$4.07	\$5.22	\$6.58	\$56.57

- b) Engineers operating: cranes with a manufacturer's rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.36	\$3.84	\$4.82	\$6.32	\$53.34
May 1, 2014	\$39.19	\$3.92	\$5.02	\$6.46	\$54.59
May 1, 2015	\$39.95	\$3.99	\$5.22	\$6.58	\$55.74

- 1.2 a) Engineers operating: all conventional and hydraulic type cranes, save and except those set out in **Article 1.1** above, including rough and all terrain cranes. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.61	\$3.76	\$4.82	\$6.32	\$52.51
May 1, 2014	\$38.44	\$3.84	\$5.02	\$6.46	\$53.76
May 1, 2015	\$39.19	\$3.92	\$5.22	\$6.58	\$54.91

- b) Engineers operating: 15 ton capacity and over boom truck, clams, shovels, gradalls, backhoes, draglines, piledrivers, all power derricks, gantry cranes, caisson boring machines (over 25 HP), and similar drill rigs, mine hoists, and all similar equipment working on land or water, overhead cranes, chimney hoists, multiple drum hoists, single drum hoists (over 12 stories), single drum hoists of manual friction and brake type, and all similar equipment, dredges - suction and dipper, hydraulic jacking equipment on vertical slip forms, hydraulic jacking poles, creter cranes, and hydraulic scoopers. Heavy duty mechanics, qualified welders and 2nd Class Stationary Engineers. Survey Instrument man. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

Schedule "F" - Article 1 - continued

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.06	\$3.71	\$4.82	\$6.32	\$51.91
May 1, 2014	\$37.89	\$3.79	\$5.02	\$6.46	\$53.16
May 1, 2015	\$38.65	\$3.86	\$5.22	\$6.58	\$54.31

c) Pitman type cranes of 10 ton to less than 15 ton capacity, graders.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.60	\$3.66	\$4.82	\$6.32	\$51.40
May 1, 2014	\$37.43	\$3.74	\$5.02	\$6.46	\$52.65
May 1, 2015	\$38.18	\$3.82	\$5.22	\$6.58	\$53.80

1.3 Operators of: air tuggers used for installation of vessels, tanks, machinery, and for steel erection; side booms on land or water; man and material hoist and single drum hoists 12 stories and under not of a manual friction and brake type; elevators, monorails, bullmoose type equipment of 5 ton capacity or over, air compressor feeding low pressure into air locks, tunnel mole. 3rd Class Stationary Engineer. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.50	\$3.55	\$4.82	\$6.32	\$50.19
May 1, 2014	\$36.33	\$3.63	\$5.02	\$6.46	\$51.44
May 1, 2015	\$37.08	\$3.71	\$5.22	\$6.58	\$52.59

1.4 Operators of: bulldozers (including 815 type), tractors, scrapers, emcos, overhead and front-end loaders, side loaders, industrial tractors with excavating attachments, trenching machines, and all similar equipment, mobile concrete pumps, Pitman type cranes under 10 ton capacity, mobile pressure grease units, mucking machines, hydraulically operated utility pole hole digger, and Dinky locomotive type engines. 4th Class Stationary Engineers. Survey Sr. Rodman, Kubota Type Backhoe and Skid Steer Loader. Rock trucks.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.41	\$3.54	\$4.82	\$6.32	\$50.09
May 1, 2014	\$36.24	\$3.62	\$5.02	\$6.46	\$51.34
May 1, 2015	\$36.99	\$3.70	\$5.22	\$6.58	\$52.49

Schedule "F" - Article 1 – continued

- 1.5 Operators of: batching and crushing plants, 6" discharge pumps and over, wellpoint systems and all similar systems, concrete mixers of 1 cubic yard and over, gas, diesel, or steam driven generators over 50 HP (portable), fork lifts over 8' lifting height, air tuggers except those in Group 1.3, caisson boring machines (25 HP and under), drill rigs, post hole diggers, portable air compressors 150 CFM and over, and concrete pumps. Signalman, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.00	\$3.20	\$4.82	\$6.32	\$46.34
May 1, 2014	\$32.83	\$3.28	\$5.02	\$6.46	\$47.59
May 1, 2015	\$33.58	\$3.36	\$5.22	\$6.58	\$48.74

- 1.6 Operators of: boom trucks, "A" Frames, driver mounted compaction units, bullmoose type equipment under 5 ton capacity, fork lifts 8' and under in lifting height and conveyors. Firemen. Survey Jr. Rodman.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.85	\$3.19	\$4.82	\$6.32	\$46.18
May 1, 2014	\$32.68	\$3.27	\$5.02	\$6.46	\$47.43
May 1, 2015	\$33.44	\$3.34	\$5.22	\$6.58	\$48.58

- 1.7 Operators of: Pumps under 6" discharge where three (3) or more pumps are employed on the same job site, hydraulic jacking equipment for underground operations, portable air compressors under 150 CFM where attendant is required, and driver mounted power sweepers. Attendants for forced air, gas, or oil burning temporary heating units of 500,000 BTU's or over per hour, or, five (5) or more on the same job site, oilers, oiler-drivers, and mechanics helpers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.26	\$3.13	\$4.82	\$6.32	\$45.53
May 1, 2014	\$32.09	\$3.21	\$5.02	\$6.46	\$46.78
May 1, 2015	\$32.85	\$3.28	\$5.22	\$6.58	\$47.93

- 1.8 Employees working underground shall receive Seventy-Five Cents (75¢) per hour premium pay and their daily work hours shall be governed by the Department of Labour Schedule.

- 1.9 When seven (7) members of the Operating Engineers are employed on a job or project, regardless of whom the Employer is, the General Contractor shall place a working Equipment Foreman in charge. When the number of Operating Engineer's on a job or project becomes greater than ten (10) this Foreman shall become non-operating.

This shall apply to each shift. He shall also be present when two (2) or more employees are required to work overtime. This foreman will not replace any of the employees for operating or repairing except in an emergency. These foremen shall receive not less than Two Dollars (\$2.00) per hour over the hourly rate of the top rated Operating Engineer on the job.

Schedule "F" - Article 1 – continued

When ten (10) operators are on the job site, this foreman shall have an assistant who will receive One Dollar and Seventy-Five Cents (**\$1.75**) per hour over the hourly rate of the top rated Operating Engineer. For every additional ten (10) Operating Engineers, an additional assistant foreman will be required and will receive the same rate as above. These foremen must be members of the Operating Engineers Union and remain in good standing.

- 1.10 Permanent elevators shall not be used as man and material hoists where they have not passed inspection and been licensed under the Elevators Lifts Act, in which case the Contractor or owner concerned will assign the work to members of the Operating Engineers' Union when said elevators are licensed and are converted into man and material operation.
- 1.11 Wellpoint and dewatering systems shall be manned only by members of the Union.

ARTICLE 2 - INCLEMENT WEATHER REPORTING ALLOWANCE

- 2.1 Two (2) hours pay together with traveling expense, whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after his designated starting time. 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. If an employee is directed to work and commences to work **Article 19.1** of the Master Portion of this Agreement shall apply.

ARTICLE 3 - TRAVEL ALLOWANCE AND EXPENSE

When an employee is sent to a job beyond Lambton County, the Employer shall pay transporting expenses as follows:

- 3.1 When automobile travel is inappropriate the Employer will pay transportation expense of air or train travel, plus berth, if necessary, plus the applicable expense allowance, provided that the employee stays on the job continuously for the duration of the job or two (2) months, whichever is the lesser.
- 3.2 When an employee works continuously on a project which is beyond four hundred and eighty (480) kilometres / three hundred (300) miles from the appropriate City Hall, he shall receive an amount equal to one return plane fare from the nearest airport to the project, to his home every sixty (60) days.
- 3.3 When employees are requested to use their own transportation to accompany equipment from shop to job, job to job, and return, they shall be paid Forty-Four Point Eight Cents per kilometre (**44.8¢/km**) / Seventy-Two Point Two Cents per mile (**72.2¢/mile**) or equivalent.

Effective May 1st, 2014 this amount shall increase to Forty-Six Point One Cents (**46.1¢**) per kilometre / Seventy-Four Point Four Cents (**74.4¢**) per mile.

Effective May 1st, 2015 this amount shall increase to Forty-Seven Point Five Cents (**47.5¢**) per kilometre / Seventy-Six Point Six Cents (**76.6¢**) per mile.
- 3.4 The Employer will pay prevailing straight time rates of pay to an employee required to travel during regularly assigned operating hours per day shift only. No traveling time outside of these hours will be paid for except in special cases at the discretion of the Employer. If the Employer authorizes travel time outside of the regularly assigned hours, such time will be paid at applicable premium rates. This clause does not apply within a three hundred and twenty (320) kilometre / two hundred (200) mile radius of the Sarnia City Hall.

Schedule "F" - Article 3 – continued

- 3.5 When employees are requested to accompany equipment to and from job sites outside regularly assigned hours, they shall be paid at overtime rates.
- 3.6 The Employer shall provide or pay for the transportation to their car or home if requested, for personnel left on a job site without their normal method of conveyance. If this travel takes place after normal working hours the employee shall be further compensated to a minimum of one (1) hour at straight time.
- 3.7 On Industrial Plant Projects or Construction Site Projects the Employer and the Union will negotiate an arrangement to transport or compensate employees where excessive walking time is involved.

TRAVEL ZONES

FREE ZONE: Free Zone is defined as the City of Sarnia and Point Edward, east of the St. Clair River, south to the North side of the first Sombra Township road south of Canadian Industries Ltd., then easterly in a straight line to Highway #21 and North on Highway #21 to the junction of Highway #402 and #21, then north to Lake Huron on Plympton Sideroad #15, including any job or project with direct access off Highway #21 or Plympton Sideroad #15.

ZONE A: Remainder of Lambton County.

PER DAY - PAID WORK IN THIS ZONE

May 1, 2013	May 1, 2014	May 1, 2015
\$17.76	\$18.29	\$18.84

Pro Rata pay as a fraction of the day worked, when a man leaves of his own volition.

ARTICLE 4 - LIVING ALLOWANCE

- 4.1 The following expense allowance will be paid to an employee who is sent to a job beyond Lambton County:

From the Sarnia City Hall a distance of one hundred and sixty (160) road kilometres / one hundred (100) road miles by the most direct practical route:

PER DAY WORKED

May 1, 2013	May 1, 2014	May 1, 2015
\$102.77	\$105.85	\$109.03

Beyond one hundred and sixty (160) road kilometres / one hundred (100) road miles from the Sarnia City Hall by the most practical route:

SEVEN (7) DAY WEEK

May 1, 2013	May 1, 2014	May 1, 2015
\$102.77	\$105.85	\$109.03

Schedule "F" - Article 4 – continued

This Expense Allowance will not be deducted from an employee's pay due to inclement weather or a Statutory Holiday, provided he is available for work prior to or immediately preceding or following such bad weather days or Statutory Holidays, he shall forfeit his Expense Allowance for such absenteeism and for the bad weather days or Statutory Holidays. An employee shall forfeit Expense Allowance if he refuses to work when instructed by the Foreman on any working day.

- 4.2 It is also agreed that if employees are required to report to an out-of-town job on Friday, they shall receive the applicable Expense Allowance, for Saturday and Sunday of the first weekend or their transportation home and return at the discretion of the Company provided the employee is required to and does work the following Monday at the out-of-town job.
- 4.3 Employees required to live away from home to work on a job where Expense Allowance is applicable, will receive, for part or all of the first week away, Monday to Sunday inclusive, a daily allowance of applicable Expense Allowance in advance.

ARTICLE 5 - EMPLOYER LABOUR RELATIONS FUND

- 5.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion to this Agreement shall be in the amount of Thirty-Five Cents (**35¢**) plus HST per hour for each hour worked by each employee covered by this Schedule.

SCHEDULE "G"

This Schedule shall cover and apply to Employers engaged in all work other than the work covered by Schedules "A", "B", "C", & "D" hereof and without limiting the generality of the foregoing BUILDING and CONSTRUCTION WORK within the **Counties of Oxford, Perth, Huron, Middlesex, Bruce and Elgin.**

SCHEDULE "G"

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: cranes with a manufacturer’s rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.69	\$3.77	\$4.82	\$6.32	\$52.60
May 1, 2014	\$38.52	\$3.85	\$5.02	\$6.46	\$53.85
May 1, 2015	\$39.27	\$3.93	\$5.22	\$6.58	\$55.00

- b) Engineers operating: cranes with a manufacturer’s rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.24	\$3.72	\$4.82	\$6.32	\$52.10
May 1, 2014	\$38.06	\$3.81	\$5.02	\$6.46	\$53.35
May 1, 2015	\$38.82	\$3.88	\$5.22	\$6.58	\$54.50

- 1.2 a) Engineers operating: all conventional and hydraulic type cranes, save and except those set out in **Article 1.1** above, 15 ton capacity and over boom truck, clams, shovels, gradalls, backhoes, draglines, piledrivers, all power derricks, gantry cranes, caisson boring machines (over 25 HP), and similar drill rigs, mine hoists, and all similar equipment working on land or water, overhead cranes, chimney hoists, multiple drum hoists, single drum hoists (over 12 stories), single drum hoists of manual friction and brake type, and all similar equipment, dredges - suction and dipper, hydraulic jacking equipment on vertical slip forms, hydraulic jacking poles, creter cranes, and hydraulic scoopers. Heavy duty mechanics, qualified welders and 2nd Class Stationary Engineers. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.05	\$3.61	\$4.82	\$6.32	\$50.80
May 1, 2014	\$36.88	\$3.69	\$5.02	\$6.46	\$52.05
May 1, 2015	\$37.64	\$3.76	\$5.22	\$6.58	\$53.20

- b) Pitman type cranes of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

Schedule "G" - Article 1 – continued

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.57	\$3.56	\$4.82	\$6.32	\$50.27
May 1, 2014	\$36.40	\$3.64	\$5.02	\$6.46	\$51.52
May 1, 2015	\$37.15	\$3.72	\$5.22	\$6.58	\$52.67

- 1.3 Operators of: air tuggers used for installation of vessels, tanks, machinery, and for steel erection; side booms on land or water; man and material hoist and single drum hoists 12 stories and under not of a manual friction and brake type; elevators, monorails, bullmoose type equipment of 5 ton capacity or over, air compressor feeding low pressure into air locks, tunnel mole. 3rd Class Stationary Engineer. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.93	\$3.49	\$4.82	\$6.32	\$49.56
May 1, 2014	\$35.75	\$3.58	\$5.02	\$6.46	\$50.81
May 1, 2015	\$36.51	\$3.65	\$5.22	\$6.58	\$51.96

- 1.4 Operators of: bulldozers (including 815 type), tractors, scrapers, graders, emcos, overhead and front-end loaders, side loaders, industrial tractors with excavating attachments, trenching machines, and all similar equipment, mobile concrete pumps, Pitman type cranes under 10 ton capacity, mobile pressure grease units, mucking machines, hydraulically operated utility pole hole digger, and Dinky locomotive type engines. 4th Class Stationary Engineers. Kubota Type Backhoe and Skid Steer Loader. Rock trucks.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.77	\$3.48	\$4.82	\$6.32	\$49.39
May 1, 2014	\$35.60	\$3.56	\$5.02	\$6.46	\$50.64
May 1, 2015	\$36.35	\$3.64	\$5.22	\$6.58	\$51.79

- 1.5 Operators of: batching and crushing plants, 6" discharge pumps and over, wellpoint systems and all similar systems, concrete mixers of 1 cubic yard and over, gas, diesel, or steam driven generators over 50 HP (portable), fork lifts over 8' lifting height, air tuggers except those in Group 1.3, caisson boring machines (25 HP and under), drill rigs, post hole diggers, portable air compressors 150 CFM and over, and concrete pumps. Signalman, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.82	\$3.28	\$4.82	\$6.32	\$47.24
May 1, 2014	\$33.65	\$3.36	\$5.02	\$6.46	\$48.49
May 1, 2015	\$34.40	\$3.44	\$5.22	\$6.58	\$49.64

Schedule "G" - Article 1 – continued

- 1.6 Operators of: boom trucks, "A" Frames, driver mounted compaction units, bullmoose type equipment under 5 ton capacity, fork lifts 8' and under in lifting height and conveyors. Firemen.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.40	\$3.24	\$4.82	\$6.32	\$46.78
May 1, 2014	\$33.23	\$3.32	\$5.02	\$6.46	\$48.03
May 1, 2015	\$33.98	\$3.40	\$5.22	\$6.58	\$49.18

- 1.7 Operators of: Pumps under 6" discharge where three (3) or more pumps are employed on the same job site, hydraulic jacking equipment for underground operations, portable air compressors under 150 CFM where attendant is required, and driver mounted power sweepers. Attendants for forced air, gas, or oil burning temporary heating units of 500,000 BTU's or over per hour, or, five (5) or more on the same job site, oilers, oiler-drivers, and mechanics helpers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.72	\$3.17	\$4.82	\$6.32	\$46.03
May 1, 2014	\$32.55	\$3.25	\$5.02	\$6.46	\$47.28
May 1, 2015	\$33.30	\$3.33	\$5.22	\$6.58	\$48.43

- 1.8 When equipment is used on a job and/or when work is available within the jurisdiction of the Operating Engineers less than full time i.e. Front-end driver, forklifts, pumps, conveyors, etc., the aggregate of which would provide employment for an Operating Engineer, an Operating Engineer shall be used.

ARTICLE 2 - INCLEMENT WEATHER REPORTING ALLOWANCE

- 2.1 Two (2) hours pay together with traveling expense, whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after his designated starting time. 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. If an employee is directed to work and commences to work **Article 19.1** of the Master Portion of this Agreement shall apply.

ARTICLE 3 - AUTOMOBILE EXPENSE

- 3.1 All employees when employed within forty-nine kilometres (49 kms.) / thirty miles (30 miles) from the City Hall, London, shall be governed by the working hours specified for the project, and shall provide for themselves at no cost to the Employer, all necessary transportation home to shop or project at starting time and from shop or project to home at quitting time.
- 3.2 Traveling expenses shall be paid to employees when they supply their own transportation from job to job during the working hours at the direction of the Employer. In addition, his applicable rate plus all normal benefits for the time spent in traveling.

Schedule "G" - Article 3 – continued

May 1, 2013	May 1, 2014	May 1, 2015
53.9¢ / km	55.5¢ / km	57.2¢ / km
86.5¢ / mile	89.1¢ / mile	91.8¢ / mile

3.3 All employees when working on projects over forty-eight kilometres (48 kms.) / thirty miles (30 miles) radius as specified in **Article 3.1** above shall be governed by and covered under the following Zones system adopted between the Union and the Employer:

a) ZONE #1

Zone Number One (#1) shall be that area between the forty-eight kilometre (48 km.) / thirty mile (30 mile) and sixty-four kilometre (64 km) / forty mile (40 mile) radius. All employees performing any work in this Zone shall receive Travel Expense at the rate of:

May 1, 2013	May 1, 2014	May 1, 2015
\$13.88	\$14.30	\$14.73

The City of Stratford in its entirety shall be deemed to be included in **Zone #1**.

b) ZONE #2

Zone Number Two (#2) shall be that area between the sixty-four kilometre (64 km.) / forty mile (40 mile) and eighty kilometre (80 km) / fifty mile (50 mile) radius. All employees performing any work in this Zone shall receive Travel Expenses at the rate of:

May 1, 2013	May 1, 2014	May 1, 2015
\$27.34	\$28.16	\$29.00

c) ZONE #3

Zone Number Three (#3) shall be that area between the eighty kilometre (80 km.) / fifty mile (50 mile) and ninety-six kilometre (96 km) / sixty mile (60 mile) radius. All employees performing work in this Zone shall receive Travel Expenses at the rate of:

May 1, 2013	May 1, 2014	May 1, 2015
\$40.66	\$41.88	\$43.14

3.4 When an employee is required to work ninety-six kilometres (96 kms.) / sixty miles (60 miles) or more from the City Hall, London, the rates and conditions of **Article 4** - Board Allowance shall apply.

In all cases where mileage is paid the most direct and practical route shall be used in calculating expenses.

ARTICLE 4 - BOARD ALLOWANCE

4.1 Board Allowance at the rate of:

PER DAY WORKED

May 1, 2013	May 1, 2014	May 1, 2015
\$102.78	\$105.86	\$109.04

Shall be paid to employees when boarding away from home on jobs ninety-six kilometres (96 kms) / sixty miles (60 miles) or more from the City Hall, London.

When employees report for work on out-of-town projects, and there is no work available, due to job conditions, board shall be paid for a full day.

4.2 If a holiday falls during a normal work week, Board Allowance shall be paid for that day providing the employee is available for work shift prior to the holiday and the work shift following the holiday.

4.3 Employees required to work outside the area set out in the Preamble of this Schedule shall be paid mileage calculated at (as set out below) cents per mile from the City Hall, London, and the same mileage when returning at the end of the project.

May 1, 2013	May 1, 2014	May 1, 2015
53.9¢ / km	55.5¢ / km	57.2¢ / km
86.5¢ / mile	89.1¢ / mile	91.8¢ / mile

4.4 In the event the project spelled out in **Article 4.3** is one hundred and sixty kilometres (160 kms.) / one hundred miles (100 miles) or more from the City Hall, London, employees shall receive a return trip calculated at (as set out below) cents per mile every thirty (30) days during the life of the project.

May 1, 2013	May 1, 2014	May 1, 2015
53.9¢ / km	55.5¢ / km	57.2¢ / km
86.5¢ / mile	89.1¢ / mile	91.8¢ / mile

4.5 Employees working outside the area set out in the Preamble of this Schedule shall receive Board Allowance as defined in **Article 4.1** or the rate in the Agreement applicable to the area where the project is located, whichever is greater, effective as follows:

May 1, 2013	May 1, 2014	May 1, 2015
\$102.78	\$105.86	\$109.04

ARTICLE 5 - EMPLOYER LABOUR RELATIONS FUND

5.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion to this Agreement shall be in the amount of Twenty-Two Cents (**22¢**) per hour for each hour worked by each employee covered by this Schedule.

SCHEDULE "H"

This Schedule shall cover and apply to Employers engaged in all work other than the work covered by Schedules "A", "B", "C", & "D" hereof and without limiting the generality of the foregoing BUILDING and CONSTRUCTION WORK within the **Regional Municipalities of Niagara, Haldimand, Norfolk, Hamilton, Wentworth and Waterloo, the Counties of Brant, Dufferin, Grey, Wellington and that portion of the Regional Municipality of Halton lying West of #25 Highway.**

SCHEDULE "H"

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: cranes with a manufacturer's rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.04	\$3.80	\$4.82	\$6.72	\$53.38
May 1, 2014	\$38.86	\$3.89	\$5.02	\$6.86	\$54.63
May 1, 2015	\$39.62	\$3.96	\$5.22	\$6.98	\$55.78

- b) Engineers operating: cranes with a manufacturer's rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.58	\$3.76	\$4.82	\$6.72	\$52.88
May 1, 2014	\$38.41	\$3.84	\$5.02	\$6.86	\$54.13
May 1, 2015	\$39.16	\$3.92	\$5.22	\$6.98	\$55.28

- 1.2 a) Engineers operating: all conventional and hydraulic type cranes, save and except those set out in **Article 1.1** above, 15 ton capacity and over boom truck, clams, shovels, gradalls, backhoes, draglines, piledrivers, all power derricks, gantry cranes, caisson boring machines (over 25 HP), and similar drill rigs, mine hoists, and all similar equipment working on land or water, overhead cranes, chimney hoists, multiple drum hoists, single drum hoists (over 12 stories), single drum hoists of manual friction and brake type, and all similar equipment, dredges - suction and dipper, hydraulic jacking equipment on vertical slip forms, hydraulic jacking poles, creter cranes, and hydraulic skoopers. Heavy duty mechanics, qualified welders and 2nd Class Stationary Engineers and self-propelled hydraulic drills. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.84	\$3.68	\$4.82	\$6.72	\$52.06
May 1, 2014	\$37.66	\$3.77	\$5.02	\$6.86	\$53.31
May 1, 2015	\$38.42	\$3.84	\$5.22	\$6.98	\$54.46

- b) Pitman type cranes of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

Schedule "H" - Article 1 – continued

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.35	\$3.64	\$4.82	\$6.72	\$51.53
May 1, 2014	\$37.18	\$3.72	\$5.02	\$6.86	\$52.78
May 1, 2015	\$37.94	\$3.79	\$5.22	\$6.98	\$53.93

- 1.3 Operators of: air tuggers used for installation of vessels, tanks, machinery, and for steel erection; side booms on land or water; man and material hoist and single drum hoists 12 stories and under not of a manual friction and brake type; elevators, monorails, bullmoose type equipment of 5 ton capacity or over, air compressor feeding low pressure into air locks, tunnel mole. 3rd Class Stationary Engineer. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.88	\$3.59	\$4.82	\$6.72	\$51.01
May 1, 2014	\$36.71	\$3.67	\$5.02	\$6.86	\$52.26
May 1, 2015	\$37.46	\$3.75	\$5.22	\$6.98	\$53.41

- 1.4 Operators of: bulldozers (including 815 type), tractors, scrapers, graders, emcos, overhead and front-end loaders, side loaders, industrial tractors with excavating attachments, trenching machines, and all similar equipment, mobile concrete pumps, Pitman type cranes under 10 ton capacity, mobile pressure grease units, mucking machines, hydraulically operated utility pole hole digger, and Dinky locomotive type engines. 4th Class Stationary Engineers. Kubota Type Backhoe and Skid Steer Loader. Rock trucks.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.72	\$3.57	\$4.82	\$6.72	\$50.83
May 1, 2014	\$36.55	\$3.65	\$5.02	\$6.86	\$52.08
May 1, 2015	\$37.30	\$3.73	\$5.22	\$6.98	\$53.23

- 1.5 Operators of: batching and crushing plants, 6" discharge pumps and over, wellpoint systems and all similar systems, concrete mixers of 1 cubic yard and over, gas, diesel, or steam driven generators over 50 HP (portable), fork lifts over 8' lifting height, air tuggers except those in Group 1.3, caisson boring machines (25 HP and under), drill rigs, post hole diggers, portable air compressors 150 CFM and over, and concrete pumps. Signalman, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$33.38	\$3.34	\$4.82	\$6.72	\$48.26
May 1, 2014	\$34.21	\$3.42	\$5.02	\$6.86	\$49.51
May 1, 2015	\$34.96	\$3.50	\$5.22	\$6.98	\$50.66

Schedule "H" - Article 1 – continued

- 1.6 Operators of: boom trucks, "A" Frames, driver mounted compaction units, bullmoose type equipment under 5 ton capacity, fork lifts 8' and under in lifting height and conveyors. Firemen. Permanent automatically controlled elevators on Commercial and Institutional buildings.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.38	\$3.24	\$4.82	\$6.72	\$47.16
May 1, 2014	\$33.21	\$3.32	\$5.02	\$6.86	\$48.41
May 1, 2015	\$33.96	\$3.40	\$5.22	\$6.98	\$49.56

- 1.7 a) Operators of: Pumps under 6" discharge where three (3) or more pumps are employed on the same job site, hydraulic jacking equipment for underground operations, portable air compressors under 150 CFM where attendant is required, and driver mounted power sweepers. Attendants for forced air, gas, or oil burning temporary heating units of 500,000 BTU's or over per hour, or, five (5) or more on the same job site, oilers, oiler-drivers, and mechanics helpers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.19	\$3.12	\$4.82	\$6.72	\$45.85
May 1, 2014	\$32.02	\$3.20	\$5.02	\$6.86	\$47.10
May 1, 2015	\$32.77	\$3.28	\$5.22	\$6.98	\$48.25

- b) 2nd Year:

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$29.43	\$2.94	\$4.82	\$6.72	\$43.91
May 1, 2014	\$30.25	\$3.03	\$5.02	\$6.86	\$45.16
May 1, 2015	\$31.01	\$3.10	\$5.22	\$6.98	\$46.31

- c) 1st Year:

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$27.30	\$2.73	\$4.82	\$6.72	\$41.57
May 1, 2014	\$28.13	\$2.81	\$5.02	\$6.86	\$42.82
May 1, 2015	\$28.88	\$2.89	\$5.22	\$6.98	\$43.97

Schedule "H" - Article 1 – continued

- 1.8 When an engineer is made responsible for supplying air on projects where employees are working under air pressure he shall receive a premium rate of Twenty-Five Cents (25¢) per hour over and above his normal rate of pay.
- 1.9 Working foremen to receive a minimum of Two Dollars (\$2.00) per hour above **Class 1.2 (a)** rate.
- 1.10 Where employees are required to ride in Company vehicles, other than cranes, in cold weather, such vehicles shall be adequately heated.
- 1.11 Repair manuals will be made available where necessary.
- 1.12 **Article 25.3** of the Master Portion of this Agreement shall apply to all employees working under this Schedule.

ARTICLE 2 - INCLEMENT WEATHER REPORTING ALLOWANCE

- 2.1 Two (2) hours pay together with traveling expense, whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after his designated starting time. 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.

If an employee is directed to work and commences to work **Article 19.1** of the Master Portion of this Agreement shall apply.

ARTICLE 3 - TRAVELLING EXPENSE

- 3.1 No traveling expenses shall be paid for work on projects within the following areas:

Members Dispatched Through Hamilton Hiring Hall

- a) The County of Wentworth and the Town of Burlington except that portion North and West of Highway #5 and West of Highway #52 and its projection into the Wentworth County Line: and within
- b) the areas within the corporate limits of the municipalities situated along the boundary of the area described in **3.1 (a)** above.

Members Dispatched Through Cambridge Hiring Hall

- c) a thirty kilometre (30 km.) radius from the junction of Highway #401 and Highway #24; **or**
- d) as otherwise agreed to by the Employer and the Union in writing.

Members Dispatched Through St. Catharines Hiring Hall

- e) a thirty kilometre (30 km) radius from the junction of Highway #20 and Highway #58; **or**
- f) as otherwise agreed to by the Employer and the Union in writing.

- 3.2 Traveling expenses for work on projects located outside the area described in **Paragraph 1** of this Article shall be paid at the rate of Fifty-One Point Two Cents per kilometre (**51.2¢/km**) / Eighty-Two Point Two Cents per mile (**82.2¢/mile**) and One Dollar and Sixty-Five Cents (**\$1.65**) per day.

Schedule "H" - Article 3 – continued

Effective May 1, 2014 these amounts shall increase to Fifty-Two Point Seven Cents (**52.7¢/km**) / Eighty-Four Point Seven Cents (**84.7¢/mile**) minimum of One Dollar and Seventy Cents (**\$1.70**) per day.

Effective May 1, 2015 these amounts shall increase to Fifty-Four Point Three Cents (**54.3¢/km**) / Eighty-Seven Point Two Cents (**87.2¢/mile**) minimum of One Dollar and Seventy-Five Cents (**\$1.75**) per day.

Where the Employer supplies transportation, the rate shall be Thirty-Five Point Eight Cents per kilometre (**35.8¢/km**) / Fifty-Seven Point Five Cents per mile (**57.5¢/mile**) with a minimum of One Dollar and Seventy-Three Cents (**\$1.73**) per day.

Effective May 1, 2014 these amounts shall increase to Thirty-Six Point Nine Cents (**36.9¢/km**) / Fifty-Nine Point Two Cents (**59.2¢/mile**) minimum of One Dollar and Seventy-Eight Cents (**\$1.78**) per day.

Effective May 1, 2015 these amounts shall increase to Thirty-Eight Point Zero Cents (**38.0¢/km**) / Sixty-One Point Zero Cents (**61.0¢/mile**) minimum of One Dollar and Eighty-Three Cents (**\$1.83**) per day.

- 3.3 When men are supplied by the Operating Engineer's Union, at the request of the Employer, to work elsewhere in the Province of Ontario, transportation and traveling time shall be paid by the Employer. When men have to remain away from home, suitable room and board shall be supplied by the Employer or an allowance in the amount of:

May 1, 2013	May 1, 2014	May 1, 2015
\$479.27	\$493.65	\$508.46

Per week worked shall be paid by the Employer, the option to be that of the employee.

ARTICLE 4 - EMPLOYER LABOUR RELATIONS FUND

- 4.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion to this Agreement shall be in the amount of Thirty Cents (**30¢**) per hour for each hour worked by each employee covered by this Schedule.

ARTICLE 5 - EXCAVATION AND SITE PREPARATION

5.1 Wages

All employees engaged in Excavating and Site Preparation within the geographical area covered by this Schedule shall receive wage rates as outlined in **Article 5.4** below: All other monetary benefits shall be as set out in this Schedule and the Master Portion of this Agreement.

5.2 Traveling Expenses

- a) Traveling expenses for employees of Employers whose main base of operations is within the free zone set out in **Article 3.1** above shall be paid in accordance with **Articles 3.1, 3.2** and **3.3**.
- b) Employers whose main base of operations is not within the free zone set out in **3.1** shall pay no traveling expense for all work performed within a sixteen (16) kilometre radius from the City Hall, in the City where the Employer's main base of operation is located, or as otherwise agreed to by the Employer and the Union in writing.
- c) Traveling expense for work performed outside the free zone mentioned in **5.2 (b)** above shall be paid at the rates set out in **Articles 3.2** and **3.3**.

5.3 HOURS OF WORK AND OVERTIME

- a) Notwithstanding the provisions of **Articles 15 and 16** of the Master Agreement, the following shall apply to employees engaged in excavating and site preparation.
- b) Hours of Work: The standard work week shall be fifty (50) hours from Monday to Friday inclusive. The standard work day shall not be more than ten (10) hours per day at straight time between 7:00 a.m. and 6:00 p.m. Such starting and quitting times may be varied by mutual agreement between the Union and the Employer.
- c) Overtime: All time worked by an employee in excess of ten (10) hours per day Monday to Friday inclusive, shall be paid for at time and one-half (1-1/2) the regular hourly rate.
- d) All hours worked on Saturday and Sunday shall be paid for at double (2x) the regular rate.

5.4 CLASSIFICATIONS AND WAGES

- a) Engineers operating: draglines, cranes including but not limited to Self-erecting Cranes and Carry Deck Cranes. Heavy Duty Mechanics. Spider-type Cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.55	\$3.55	\$4.82	\$6.72	\$50.64
May 1, 2014	\$36.37	\$3.64	\$5.02	\$6.86	\$51.89
May 1, 2015	\$37.13	\$3.71	\$5.22	\$6.98	\$53.04

- b) Engineers operating: shovels, backhoes, hoptoes, gradalls and similar equipment, whip hammer, power mounted drill.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.90	\$3.49	\$4.82	\$6.72	\$49.93
May 1, 2014	\$35.73	\$3.57	\$5.02	\$6.86	\$51.18
May 1, 2015	\$36.48	\$3.65	\$5.22	\$6.98	\$52.33

- c) Welders.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.23	\$3.52	\$4.82	\$6.72	\$50.29
May 1, 2014	\$36.05	\$3.61	\$5.02	\$6.86	\$51.54
May 1, 2015	\$36.81	\$3.68	\$5.22	\$6.98	\$52.69

Schedule "H" - Article 5 – continued

- d) Operators of: bulldozers (including 815 type), tractors, scrapers, emcos, graders, overhead loaders, front-end loaders, industrial tractors with excavating attachments, compressor operators. Kubota Type Backhoe and Skid Steer Loader. Rock trucks.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.23	\$3.42	\$4.82	\$6.72	\$49.19
May 1, 2014	\$35.05	\$3.51	\$5.02	\$6.86	\$50.44
May 1, 2015	\$35.81	\$3.58	\$5.22	\$6.98	\$51.59

- e) Mechanic's helpers and Servicemen.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.42	\$3.24	\$4.82	\$6.72	\$47.20
May 1, 2014	\$33.25	\$3.32	\$5.02	\$6.86	\$48.45
May 1, 2015	\$34.00	\$3.40	\$5.22	\$6.98	\$49.60

- f) Oiler-Grademen and Oiler-Drivers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.95	\$3.20	\$4.82	\$6.72	\$46.69
May 1, 2014	\$32.78	\$3.28	\$5.02	\$6.86	\$47.94
May 1, 2015	\$33.54	\$3.35	\$5.22	\$6.98	\$49.09

- g) Compactors.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.05	\$3.20	\$4.82	\$6.72	\$46.79
May 1, 2014	\$32.87	\$3.29	\$5.02	\$6.86	\$48.04
May 1, 2015	\$33.63	\$3.36	\$5.22	\$6.98	\$49.19

SCHEDULE "J"

This Schedule shall cover and apply to Employers engaged in all work other than the work covered by Schedules "A", "B", "C" & "D" hereof and without limiting the generality of the foregoing BUILDING and CONSTRUCTION WORK within the **Metropolitan Toronto, the Regional Municipalities of Peel, York, Durham, the Counties of Simcoe, Muskoka, Victoria, Haliburton, Peterborough and that portion of Northumberland lying West of a line running North from Colborne to McCrackens Landing and that portion of the Regional Municipality of Halton lying East of #25 Highway.**

SCHEDULE "J" – rates for Board Area #8

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: cranes with a manufacturer’s rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.95	\$3.89	\$4.82	\$6.32	\$53.98
May 1, 2014	\$39.77	\$3.98	\$5.02	\$6.46	\$55.23
May 1, 2015	\$40.53	\$4.05	\$5.22	\$6.58	\$56.38

- b) Engineers operating: cranes with a manufacturer’s rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.49	\$3.85	\$4.82	\$6.32	\$53.48
May 1, 2014	\$39.32	\$3.93	\$5.02	\$6.46	\$54.73
May 1, 2015	\$40.07	\$4.01	\$5.22	\$6.58	\$55.88

- 1.2 a) Engineers operating: all conventional and hydraulic type cranes, save and except those set out in **Article 1.1** above, 15 ton capacity and over boom truck, clams, shovels, gradalls, backhoes, draglines, piledrivers, all power derricks, gantry cranes, caisson boring machines (over 25 HP), and similar drill rigs, mine hoists, and all similar equipment working on land or water, overhead cranes, chimney hoists, multiple drum hoists, single drum hoists (over 12 stories), single drum hoists, manual friction and brake type, and all similar equipment, dredges - suction and dipper, hydraulic jacking equipment on vertical slip forms, hydraulic jacking poles, creter cranes, and hydraulic scoopers. Heavy duty mechanics, qualified welders and 2nd Class Stationary Engineers. Mobile concrete pump with 42 metre boom and over. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.75	\$3.77	\$4.82	\$6.32	\$52.66
May 1, 2014	\$38.57	\$3.86	\$5.02	\$6.46	\$53.91
May 1, 2015	\$39.33	\$3.93	\$5.22	\$6.58	\$55.06

Schedule "J" – rates for Board Area #8 – Article 1 – continued

- 1.2 b) Pitman type cranes of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.26	\$3.73	\$4.82	\$6.32	\$52.13
May 1, 2014	\$38.09	\$3.81	\$5.02	\$6.46	\$53.38
May 1, 2015	\$38.85	\$3.88	\$5.22	\$6.58	\$54.53

- 1.3 Operators of: air tuggers used for installation vessels, tanks, machinery, and for steel erection; side booms on land or water. Man and material hoist and single drum hoist 12 stories and under not of a manual friction and brake type; elevators except as set out **Article 1.6**, monorails, bullmoose type equipment of 5 ton capacity or over, air compressor feeding low pressure into air locks, tunnel mole. 3rd Class Stationary Engineer. Mobile concrete pumps save and except those listed in **1.2 (a)** above. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type Cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.79	\$3.68	\$4.82	\$6.32	\$51.61
May 1, 2014	\$37.62	\$3.76	\$5.02	\$6.46	\$52.86
May 1, 2015	\$38.37	\$3.84	\$5.22	\$6.58	\$54.01

- 1.4 Operators of: bulldozers (including 815 type), tractors, scrapers, graders, emcos, overhead and front-end loaders, side loaders, industrial tractors with excavating attachments, trenching machines, and all similar equipment, Pitman type cranes under 10 ton capacity, mobile pressure grease units, mucking machines, hydraulically operated utility pole hole digger, and Dinky locomotive type engines. 4th Class Stationary Engineers. Kubota Type Backhoes and Skid Steer Loader. Rock Trucks.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.63	\$3.66	\$4.82	\$6.32	\$51.43
May 1, 2014	\$37.45	\$3.75	\$5.02	\$6.46	\$52.68
May 1, 2015	\$38.21	\$3.82	\$5.22	\$6.58	\$53.83

Schedule "J" – rates for Board Area #8 – Article 1 – continued

- 1.5 Operators of: batching and crushing plants, 6" discharge pumps and over, wellpoint systems and all similar systems, concrete mixers of 1 cubic yard and over, gas, diesel, or steam driven generators over 50 HP (portable), fork lifts over 8' lifting height, air tuggers except those in Group 1.3, caisson boring machines (25 HP and under), drill rigs, post hole diggers, portable air compressors 150 CFM and over, and concrete pumps. Signalman, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.29	\$3.43	\$4.82	\$6.32	\$48.86
May 1, 2014	\$35.12	\$3.51	\$5.02	\$6.46	\$50.11
May 1, 2015	\$35.87	\$3.59	\$5.22	\$6.58	\$51.26

- 1.6 Operators of: boom trucks, "A" Frames, driver mounted compaction units, bullmoose type equipment under 5 ton capacity, fork lifts 8' and under in lifting height and conveyors. Firemen. Permanent automatically controlled elevators on Commercial and Institutional buildings.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$33.29	\$3.33	\$4.82	\$6.32	\$47.76
May 1, 2014	\$34.12	\$3.41	\$5.02	\$6.46	\$49.01
May 1, 2015	\$34.87	\$3.49	\$5.22	\$6.58	\$50.16

- 1.7 a) Operators of: Pumps under 6" discharge where three (3) or more pumps are employed on the same jobsite, hydraulic jacking equipment for underground operations, portable air compressors under 150 CFM where attendant is required, and driver mounted power sweepers. Attendants for forced air, gas, or oil burning temporary heating units of 500,000 BTU's or over per hour, or, five (5) or more on the same job site. Oilers, oiler-drivers, and mechanics helpers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.10	\$3.21	\$4.82	\$6.32	\$46.45
May 1, 2014	\$32.93	\$3.29	\$5.02	\$6.46	\$47.70
May 1, 2015	\$33.68	\$3.37	\$5.22	\$6.58	\$48.85

- b) 1st Year Oilers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.75	\$3.18	\$4.82	\$6.32	\$46.07
May 1, 2014	\$32.58	\$3.26	\$5.02	\$6.46	\$47.32
May 1, 2015	\$33.34	\$3.33	\$5.22	\$6.58	\$48.47

SCHEDULE "J" – rates outside Board Area #8

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: cranes with a manufacturer’s rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$38.04	\$3.80	\$4.82	\$6.32	\$52.98
May 1, 2014	\$38.86	\$3.89	\$5.02	\$6.46	\$54.23
May 1, 2015	\$39.62	\$3.96	\$5.22	\$6.58	\$55.38

- b) Engineers operating: cranes with a manufacturer’s rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.58	\$3.76	\$4.82	\$6.32	\$52.48
May 1, 2014	\$38.41	\$3.84	\$5.02	\$6.46	\$53.73
May 1, 2015	\$39.16	\$3.92	\$5.22	\$6.58	\$54.88

- 1.2 a) Engineers operating: all conventional and hydraulic type cranes, save and except those set out in **Article 1.1** above, 15 ton capacity and over boom truck, clams, shovels, gradalls, backhoes, draglines, piledrivers, all power derricks, gantry cranes, caisson boring machines (over 25 HP), and similar drill rigs, mine hoists, and all similar equipment working on land or water, overhead cranes, chimney hoists, multiple drum hoists, single drum hoists (over 12 stories), single drum hoists of manual friction and brake type, and all similar equipment, dredges - suction and dipper, hydraulic jacking equipment on vertical slip forms, hydraulic jacking poles, creter cranes, and hydraulic skoopers. Heavy duty mechanics, qualified welders and 2nd Class Stationary Engineers. Mobile concrete pump 42 metre boom and over. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.84	\$3.68	\$4.82	\$6.32	\$51.66
May 1, 2014	\$37.66	\$3.77	\$5.02	\$6.46	\$52.91
May 1, 2015	\$38.42	\$3.84	\$5.22	\$6.58	\$54.06

Schedule "J" – rates outside Board Area #8 – Article 1 – continued

- 1.2 b) Pitman type cranes of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.35	\$3.64	\$4.82	\$6.32	\$51.13
May 1, 2014	\$37.18	\$3.72	\$5.02	\$6.46	\$52.38
May 1, 2015	\$37.94	\$3.79	\$5.22	\$6.58	\$53.53

- 1.3 Operators of: air tuggers used for installation of vessels, tanks, machinery, and for steel erection; side booms on land or water; man and material hoist and single drum hoists 12 stories and under not of a manual friction and brake type; elevators except as set out in **Article 1.6**, monorails, bullmoose type equipment of 5 ton capacity or over, air compressor feeding low pressure into air locks, tunnel mole. 3rd Class Stationary Engineer. Mobile concrete pumps save and except those listed in **1.2 (a)** above. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type Cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.88	\$3.59	\$4.82	\$6.32	\$50.61
May 1, 2014	\$36.71	\$3.67	\$5.02	\$6.46	\$51.86
May 1, 2015	\$37.46	\$3.75	\$5.22	\$6.58	\$53.01

- 1.4 Operators of: bulldozers (including 815 type), tractors, scrapers, graders, emcos, overhead and front-end loaders, side loaders, industrial tractors with excavating attachments, trenching machines, and all similar equipment, Pitman type cranes under 10 ton capacity, mobile pressure grease units, mucking machines, hydraulically operated utility pole hole digger, and Dinky locomotive type engines. 4th Class Stationary Engineers. Kubota Type Backhoe and Skid Steer Loader. Rock Trucks.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.72	\$3.57	\$4.82	\$6.32	\$50.43
May 1, 2014	\$36.55	\$3.65	\$5.02	\$6.46	\$51.68
May 1, 2015	\$37.30	\$3.73	\$5.22	\$6.58	\$52.83

- 1.5 Operators of: batching and crushing plants, 6" discharge pumps and over, wellpoint systems and all similar systems, concrete mixers of 1 cubic yard and over, gas, diesel, or steam driven generators over 50 HP (portable), fork lifts over 8' lifting height, air tuggers except those in Group **1.3**, caisson boring machines (25 HP and under), drill rigs, post hole diggers, portable air compressors 150 CFM and over, and concrete pumps. Signalman, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$33.38	\$3.34	\$4.82	\$6.32	\$47.86
May 1, 2014	\$34.21	\$3.42	\$5.02	\$6.46	\$49.11
May 1, 2015	\$34.96	\$3.50	\$5.22	\$6.58	\$50.26

Schedule "J" – rates outside Board Area #8 – Article 1 – continued

- 1.6 Operators of: boom trucks, "A" Frames, driver mounted compaction units, bullmoose type equipment under 5 ton capacity, fork lifts 8' and under in lifting height and conveyors. Firemen. Permanent automatically controlled elevators on Commercial and Institutional buildings.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.38	\$3.24	\$4.82	\$6.32	\$46.76
May 1, 2014	\$33.21	\$3.32	\$5.02	\$6.46	\$48.01
May 1, 2015	\$33.96	\$3.40	\$5.22	\$6.58	\$49.16

- 1.7 a) Operators of: Pumps under 6" discharge where three (3) or more pumps are employed on the same job site, hydraulic jacking equipment for underground operations, portable air compressors under 150 CFM where attendant is required, and driver mounted power sweepers. Attendants for forced air, gas, or oil burning temporary heating units of 500,000 BTU's or over per hour, or, five (5) or more on the same job site, oilers, oiler-drivers, and mechanics helpers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.19	\$3.12	\$4.82	\$6.32	\$45.45
May 1, 2014	\$32.02	\$3.20	\$5.02	\$6.46	\$46.70
May 1, 2015	\$32.77	\$3.28	\$5.22	\$6.58	\$47.85

- b) 1st Year Oilers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$30.85	\$3.08	\$4.82	\$6.32	\$45.07
May 1, 2014	\$31.67	\$3.17	\$5.02	\$6.46	\$46.32
May 1, 2015	\$32.43	\$3.24	\$5.22	\$6.58	\$47.47

- 1.8 When an engineer is made responsible for supplying air on projects where employees are working under air pressure he shall receive a premium rate of Twenty-Five Cents (**25¢**) per hour over and above his normal rate of pay.
- 1.9 Working foremen to receive a minimum of Two Dollars (\$2.00) per hour above **Class 1.2 (a)** rate.
- 1.10 Where employees are required to ride in Company vehicles, other than cranes, in cold weather, such vehicles shall be adequately heated.
- 1.11 Repair manuals will be made available where necessary.

ARTICLE 2 - OVERTIME

- 2.1 All overtime worked by an employee before and after his regular shift on Monday to Friday inclusive, except as provided in **Article 15.1** of the Master Portion of this Agreement and all hours worked on Saturday and Sunday shall be considered overtime and paid for as follows:
- 2.2 Time and one-half (1-1/2) the regular day shift rate shall be paid for the first one (1) hour of overtime, Monday to Friday inclusive.
- 2.3 Overtime for all work performed in excess of the hours noted in **2.2** above and on Saturday and Sunday shall be paid for at double (2x) the regular day shift rate.

ARTICLE 3 - INCLEMENT WEATHER REPORTING ALLOWANCE

- 3.1 Two (2) hours pay together with traveling expense, whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after his designated starting time. 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. If an employee is directed to work and commences to work **Article 19.1** of the Master Portion of this Agreement shall apply.

ARTICLE 4 - TRAVELLING EXPENSE & BOARD

- 4.1 There shall be no travelling expense allowed for all work within an area bounded on the West by Hwy #27, on the North by Steeles Avenue and on the East by Markham Road, extended to Lake Ontario.
- 4.2 Travel Expense at the rate of Forty-Seven Point Three Cents per kilometre (**47.3¢/km**) / Seventy-Six Point One Cents per mile (**76.1¢/mile**) each way and a minimum of Five Dollars and Ten Cents (**\$5.10**) shall be paid for all work beyond the free zone limits as described in **Paragraph 4.1** above.

Effective May 1, 2014 these amounts shall increase to Forty-Eight Point Seven Cents (**48.7¢/km**) / Seventy-Eight Point Four Cents (**78.4¢/mile**) minimum of Five Dollars and Twenty-Five Cents (**\$5.25**) per day.

Effective May 1, 2015 these amount shall increase to Fifty Point Two Cents (**50.2¢/km**) / Eighty Point Eight Cents (**80.8¢/mile**) minimum of Five Dollars and Forty-One Cents (**\$5.41**) per day.

- 4.3 When men are supplied by the Operating Engineers Union, at the request of the Employer to work elsewhere in the Province of Ontario, transportation and traveling time shall be paid by the Employer. When men have to remain away from home suitable room and board shall be supplied by the Employer or, an allowance in the amount:

PER DAY WORKED

May 1, 2013	May 1, 2014	May 1, 2015
\$87.95	\$90.59	\$93.31

Shall be paid by the Employer, the option to be that of the employee.

ARTICLE 5 - SEWER AND WATERMAIN CONSTRUCTION

(O.L.R.B. Geographic Areas #8 and #18)

- 5.1 The rates and other individual employee working conditions for Operating Engineers engaged in sewer and watermain construction as set out in the Collective Agreement between the International Union of Operating Engineers, Local 793 and the Metropolitan Toronto Sewer and Watermain Contractors Association are hereby incorporated into and form part of this Schedule.

ARTICLE 6 - UTILITIES CONSTRUCTION

(O.L.R.B. Geographic Areas #8 and #18)

- 6.1 The rates and other individual employee working conditions for Operating Engineers engaged in utilities construction as set out in the Collective Agreement binding upon the International Union of Operating Engineers, Local 793 and the Utilities Contractors Association of Ontario Incorporated are hereby incorporated into and form part of this Schedule.

ARTICLE 7 - EMPLOYER LABOUR RELATIONS FUND

- 7.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion to this Agreement shall be in the amount of Twenty-Five Cents (**25¢**) per hour for each hour worked by each employee covered by this Schedule.

SCHEDULE "K"

This Schedule shall cover and apply to Employers engaged in all work other than the work covered by Schedules "A", "B", "C", & "D" hereof and without limiting the generality of the foregoing BUILDING and CONSTRUCTION WORK within the **Regional Municipality of Ottawa / Carleton, the counties of Prescott, Glengarry, Russell, Stormont, Dundas, Grenville, Leeds, Lanark, Renfrew, Frontenac, Lennox and Addington, Hastings, Prince Edward and that portion of the County of Northumberland lying East of a line running North from Colborne to McCrackens Landing.**

SCHEDULE "K"

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: cranes with a manufacturer's rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.89	\$3.79	\$4.82	\$6.32	\$52.82
May 1, 2014	\$38.72	\$3.87	\$5.02	\$6.46	\$54.07
May 1, 2015	\$39.47	\$3.95	\$5.22	\$6.58	\$55.22

- b) Engineers operating: cranes with a manufacturer's rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.44	\$3.74	\$4.82	\$6.32	\$52.32
May 1, 2014	\$38.26	\$3.83	\$5.02	\$6.46	\$53.57
May 1, 2015	\$39.02	\$3.90	\$5.22	\$6.58	\$54.72

- 1.2 a) Engineers operating: all conventional and hydraulic type cranes, save and except those set out in **Article 1.1** above, 15 ton capacity and over boom truck, clams, shovels, gradalls, backhoes, draglines, piledrivers, all power derricks, gantry cranes, caisson boring machines (over 25 HP), and similar drill rigs, mine hoists, and all similar equipment working on land or water, overhead cranes, chimney hoists, multiple drum hoists, single drum hoists (over 12 stories), single drum hoists of manual friction and brake type, and all similar equipment, dredges - suction and dipper, hydraulic jacking equipment on vertical slip forms, hydraulic jacking poles, creter cranes, and hydraulic scoopers. Heavy duty mechanics, qualified welders and 2nd Class Stationary Engineers. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.15	\$3.61	\$4.82	\$6.32	\$50.90
May 1, 2014	\$36.97	\$3.70	\$5.02	\$6.46	\$52.15
May 1, 2015	\$37.73	\$3.77	\$5.22	\$6.58	\$53.30

- b) Pitman type cranes of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

Schedule "K" – Article 1 - continued

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.66	\$3.57	\$4.82	\$6.32	\$50.37
May 1, 2014	\$36.49	\$3.65	\$5.02	\$6.46	\$51.62
May 1, 2015	\$37.25	\$3.72	\$5.22	\$6.58	\$52.77

- 1.3 Operators of: air tuggers used for installation of vessels, tanks, machinery, and for steel erection; side booms on land or water; man and material hoist and single drum hoists 12 stories and under not of a manual friction and brake type; elevators, monorails, bullmoose type equipment of 5 ton capacity or over, air compressor feeding low pressure into air locks, tunnel mole. 3rd Class Stationary Engineer. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.09	\$3.51	\$4.82	\$6.32	\$49.74
May 1, 2014	\$35.92	\$3.59	\$5.02	\$6.46	\$50.99
May 1, 2015	\$36.67	\$3.67	\$5.22	\$6.58	\$52.14

- 1.4 Operators of: bulldozers (including 815 type), tractors, scrapers, graders, emcos, overhead and front-end loaders, side loaders, industrial tractors with excavating attachments, trenching machines, and all similar equipment, mobile concrete pumps, Pitman type cranes under 10 ton capacity, mobile pressure grease units, mucking machines, hydraulically operated utility pole hole digger, and Dinky locomotive type engines. 4th Class Stationary Engineers. Kubota Type Backhoe and Skid Steer Loader. Rock trucks.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.95	\$3.50	\$4.82	\$6.32	\$49.59
May 1, 2014	\$35.78	\$3.58	\$5.02	\$6.46	\$50.84
May 1, 2015	\$36.54	\$3.65	\$5.22	\$6.58	\$51.99

- 1.5 Operators of: batching and crushing plants, 6" discharge pumps and over, wellpoint systems and all similar systems, concrete mixers of 1 cubic yard and over, gas, diesel, or steam driven generators over 50 HP (portable), fork lifts over 8' lifting height, air tuggers except those in **Group 1.3**, caisson boring machines (25 HP and under), drill rigs, post hole diggers, portable air compressors 150 CFM and over, and concrete pumps. Signalman, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.02	\$3.20	\$4.82	\$6.32	\$46.36
May 1, 2014	\$32.85	\$3.28	\$5.02	\$6.46	\$47.61
May 1, 2015	\$33.60	\$3.36	\$5.22	\$6.58	\$48.76

- 1.6 Operators of: boom trucks, "A" Frames, driver mounted compaction units, bullmoose type equipment under 5 ton capacity, fork lifts 8' and under in lifting height and conveyors. Firemen.

Schedule "K" – Article 1 – continued

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.70	\$3.17	\$4.82	\$6.32	\$46.01
May 1, 2014	\$32.53	\$3.25	\$5.02	\$6.46	\$47.26
May 1, 2015	\$33.28	\$3.33	\$5.22	\$6.58	\$48.41

- 1.7 Operators of: Pumps under 6" discharge where three (3) or more pumps are employed on the same job site, hydraulic jacking equipment for underground operations, portable air compressors under 150 CFM where attendant is required, and driver mounted power sweepers. Attendants for forced air, gas, or oil burning temporary heating units of 500,000 BTU's or over per hour, or, five (5) or more on the same job site, oilers, oiler-drivers, and mechanics helpers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.01	\$3.10	\$4.82	\$6.32	\$45.25
May 1, 2014	\$31.84	\$3.18	\$5.02	\$6.46	\$46.50
May 1, 2015	\$32.59	\$3.26	\$5.22	\$6.58	\$47.65

ARTICLE 2 - OVERTIME

- 2.1 All overtime worked by an employee before and after his regular shift on Monday to Friday inclusive, except as provided in **Article 15.1** of the Master Portion of this Agreement and all hours worked on Saturday and Sunday shall be considered overtime and paid for as follows:
- 2.2 Time and one-half (1-1/2) the regular day shift rate shall be paid for the first two (2) hours of overtime, Monday to Friday inclusive.
- 2.3 Overtime for all work performed in excess of the hours noted in **2.2** above and on Saturday and Sunday shall be paid for at double (2x) the regular day shift rate.

ARTICLE 3 - INCLEMENT WEATHER REPORTING ALLOWANCE

- 3.1 Two (2) hours pay together with traveling expense, whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after his designated starting time. 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. If an employee is directed to work and commences to work **Article 19.1** of the Master Portion of this Agreement shall apply.

ARTICLE 4 - TRAVELLING EXPENSES

- 4.1 There shall be no traveling allowance within a twenty-four kilometre (24 km.) / fifteen mile (15 mile) radius of the Peace Tower in Ottawa. Beyond this radius, traveling expenses shall be:

PER KILOMETRE EACH WAY FROM THE JOB SITE

May 1, 2013	May 1, 2014	May 1, 2015
55.2¢ / km	56.9¢ / km	58.6¢ / km
88.7¢ / mile	91.4¢ / mile	94.1¢ / mile

This provision applies to an employee required to drive his own car or truck to his place of employment.

ARTICLE 5 - LIVING OUT ALLOWANCE

5.1 When employees are required to work beyond a sixty-four kilometre (64 km.) / forty mile (40 mile) radius from the Peace Tower in the City of Ottawa, the Company shall pay living-out allowance computed on the basis of:

The living-out allowance shall not apply where the Company supplies full room and board.

PER WORKING DAY

May 1, 2013	May 1, 2014	May 1, 2015
\$89.43	\$92.11	\$94.87

ARTICLE 6 - EMPLOYER LABOUR RELATIONS FUND

6.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion to this Agreement shall be in the amount of Nine Cents (**9¢**) plus HST per hour for each hour worked by each employee covered by this Schedule.

SCHEDULE "L"

This Schedule shall cover and apply to Employers engaged in all work other than the work covered by Schedules "A", "B", "C", & "D" hereof and without limiting the generality of the foregoing BUILDING and CONSTRUCTION WORK within the **Districts of Sudbury, Manitoulin Island, Parry Sound, Nipissing, Temiskaming, Cochrane and that portion of the District of Algoma lying East of a line running North from Blind River to the Southerly boundary of the District of Sudbury.**

SCHEDULE "L"

ARTICLE 1 - CLASSIFICATIONS AND WAGES

- 1.1 a) Engineers operating: cranes with a manufacturer's rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.99	\$3.80	\$4.82	\$6.32	\$52.93
May 1, 2014	\$38.82	\$3.88	\$5.02	\$6.46	\$54.18
May 1, 2015	\$39.57	\$3.96	\$5.22	\$6.58	\$55.33

- b) Engineers operating: cranes with a manufacturer's rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.54	\$3.75	\$4.82	\$6.32	\$52.43
May 1, 2014	\$38.36	\$3.84	\$5.02	\$6.46	\$53.68
May 1, 2015	\$39.12	\$3.91	\$5.22	\$6.58	\$54.83

- 1.2 a) Engineers operating: all conventional and hydraulic type cranes, save and except those set out in **Article 1.1** above, including shovels, clams, backhoes, gradalls, draglines, 15 ton capacity and over boom truck, all power hoists over 25 HP, all power derricks, pile drivers, overhead cranes, chimney hoists, caisson boring machines, high lines, side booms requiring hoisting engineers license, mine hoist, tunneling moles, hydraulic skoopers, creter cranes, and dredges - suction & dipper. Heavy Duty mechanics, qualified welders and 2nd Class Stationary Engineers. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$36.26	\$3.63	\$4.82	\$6.32	\$51.03
May 1, 2014	\$37.09	\$3.71	\$5.02	\$6.46	\$52.28
May 1, 2015	\$37.85	\$3.78	\$5.22	\$6.58	\$53.43

- b) Pitman type cranes of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.77	\$3.58	\$4.82	\$6.32	\$50.49
May 1, 2014	\$36.60	\$3.66	\$5.02	\$6.46	\$51.74
May 1, 2015	\$37.35	\$3.74	\$5.22	\$6.58	\$52.89

Schedule "L" – Article 1 - continued

1.3 Operators of: bulldozers (including 815 type), graders, scrapers, front-end loaders, highway tractors, drill rigs, concrete pumps, batching plants, mucking machines, underground boring machines, bullmoose type equipment 5 ton capacity and over, industrial tractors with attachments, side booms (unlicensed), overhead loaders, trenching machines and similar equipment, caisson boring machines (25 HP and under), Pitman type cranes under 10 ton capacity, tuggers used for installation of vessels, tanks and machinery or for steel erection, man and material hoists, mobile concrete pumps, tractors, emcos, and mobile pressure grease units, Dinky locomotive type engines, elevators, all power hoists 25 HP and under, skidders with attachments. Kubota Type Backhoe and Skid Steer Loader. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type cranes.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.96	\$3.50	\$4.82	\$6.32	\$49.60
May 1, 2014	\$35.79	\$3.58	\$5.02	\$6.46	\$50.85
May 1, 2015	\$36.55	\$3.65	\$5.22	\$6.58	\$52.00

1.4 Operators of: portable compressors over 150 CFM, wellpoint systems, gas, diesel or steam driven portable generators over 50 HP, concrete mixers 1 cubic yard capacity or more, 6" discharge pumps and over, tuggers not listed in 1.3 above, asphalt spreaders, off-highway aggregate haulers, fork lifts and side lifts over 8' in lifting height, conveyors, crushers, caisson boring machines 25 HP and under, skidders. Utility men and servicemen. Rock trucks, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.68	\$3.27	\$4.82	\$6.32	\$47.09
May 1, 2014	\$33.51	\$3.35	\$5.02	\$6.46	\$48.34
May 1, 2015	\$34.26	\$3.43	\$5.22	\$6.58	\$49.49

1.5 Operators of: boom trucks, "A" Frames, (excluding Pitman type cranes in **Classes 1.2 and 1.3**), rollers on grade work, driver mounted compaction units, fork lifts and side-lifts under 8' in lifting height, bullmoose type equipment under 5 ton capacity, driver mounted power sweeper. Firemen and attendants for forced air, gas, electrical, or oil burning temporary heating units of 500,000 BTU's or, 5 or more heating units on a job site, fuel truck serviceman.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$30.98	\$3.10	\$4.82	\$6.32	\$45.22
May 1, 2014	\$31.81	\$3.18	\$5.02	\$6.46	\$46.47
May 1, 2015	\$32.56	\$3.26	\$5.22	\$6.58	\$47.62

Schedule "L" – Article 1 – continued

- 1.6 a) Operators of: pumps under 6" discharge where a full time attendant is required, hydraulic jacking equipment for underground operations. Mechanic's helpers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$30.35	\$3.03	\$4.82	\$6.32	\$44.52
May 1, 2014	\$31.17	\$3.12	\$5.02	\$6.46	\$45.77
May 1, 2015	\$31.93	\$3.19	\$5.22	\$6.58	\$46.92

- b) Truck crane and mobile equipment drivers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$30.12	\$3.01	\$4.82	\$6.32	\$44.27
May 1, 2014	\$30.95	\$3.09	\$5.02	\$6.46	\$45.52
May 1, 2015	\$31.70	\$3.17	\$5.22	\$6.58	\$46.67

- c) Oilers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$29.93	\$2.99	\$4.82	\$6.32	\$44.06
May 1, 2014	\$30.75	\$3.08	\$5.02	\$6.46	\$45.31
May 1, 2015	\$31.51	\$3.15	\$5.22	\$6.58	\$46.46

- 1.7 It is understood and agreed that when full-time attendants on heaters or pumps, as per **Classifications 1.4 and 1.5**, are not required, all services, maintaining and repairing shall be done by a member of the Union.
- 1.8 Where seven (7) or more members of Local 793, I.U.O.E., are employed by the Employer having a job or project of Two Million Dollars (\$2,000,000) or more, the foreman, working or otherwise, shall be a member of the Union. The foreman's rate shall be Two Dollars (\$2.00) per hour above the regular mechanic's rate.
- 1.9 When an oiler is not employed and when oiling and greasing is not performed, due to lack of time, during the regular working hours, Engineers operating such equipment shall be paid for one (1) hour, at the regular day shift rate, for oiling and greasing which he performs before or after his regular working day.
- 1.10 Where punch clocks are mandatory on any job or project, employees shall be allowed punch out time.

ARTICLE 2 - INCLEMENT WEATHER REPORTING ALLOWANCE

- 2.1 Two (2) hours pay together with traveling expense, whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after his designated starting time. 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. If an employee is directed to work and commences to work **Article 19.1** of the Master Portion of this Agreement shall apply.

ARTICLE 3 - DAILY TRAVEL EXPENSE

- 3.1 Distance shall be measured from the closest Federal Building to a point fifty (50) road miles / eighty (80) kilometres beyond (or where a Federal Building does not exist a substitute starting point shall be agreed upon by the Employer and the Union). It is agreed that road miles shall be by the closest practical route.
- 3.2 For the purpose of this Schedule a Federal Building shall be defined as a building owned by the Government of Canada and used as a Post Office.
- 3.3 There shall be a twenty-four kilometre (24 km) / fifteen mile (15 mile) free zone from the nearest Federal Building or mutually agreed starting point. From twenty-four kilometres (24 kms) / fifteen miles (15 miles) to the eighty kilometre (80 km) / fifty mile (50 mile) point, travel expense shall be paid at the rate of:

PER KILOMETRE FOR EACH KILOMETRE TRAVELLED FROM THE PERIMETER OF THE TWENTY-FOUR (24) KM / FIFTEEN MILE (15 MILE) FREE ZONE AND RETURN
TO THE SAME PERIMETER.

May 1, 2013	May 1, 2014	May 1, 2015
55.2¢ / km	56.9¢ / km	58.6¢ / km
88.7¢ / mile	91.4¢ / mile	94.1¢ / mile

- 3.4 All employees covered by this Agreement sent to work beyond the eighty kilometre (80 km) / fifty mile (50 mile) from whence they do not return daily shall receive transportation from the point of hire, meals and travelling time in an amount not to exceed eight (8) hours at straight time, out of each twenty-four (24) hours travel. When traveling during working hours Saturdays, Sundays and Statutory Holidays will be included. Sleeping accommodations will be provided if night travel is necessary from and to point of hire.
- 3.5 Return transportation, traveling expenses and time will be granted to all employees having completed sixty (60) days employment on the job or project.
- 3.6 When Engineers are requested to use their own transportation from job to job and return, they shall be paid as follows:

PER KILOMETRE TRAVELLED,
OR TRANSPORTATION WILL BE SUPPLIED BY THE EMPLOYER:

May 1, 2013	May 1, 2014	May 1, 2015
55.2¢ / km	56.9¢ / km	58.6¢ / km
88.7¢ / mile	91.4¢ / mile	94.1¢ / mile

ARTICLE 4 - LIVING ALLOWANCE

4.1 It is understood and agreed that men sent into an area beyond eighty kilometres (80 kms) / fifty miles (50 miles) from their place of residence shall be supplied with suitable free room and board, or a daily living allowance of: The Employer shall have the choice of either. The daily living allowance shall be computed in the following manner:

	May 1, 2013	May 1, 2014	May 1, 2015
Over 80km-160km (50 miles-100 miles) Per Day Worked	\$88.23	\$90.88	\$93.61
Over 160km (100miles) 7 days/week	\$102.72	\$105.80	\$108.97

4.2 It is further agreed if an employee travels beyond the eighty kilometres (80 kms) / fifty miles (50 miles) to a job of one week duration or less from whence he does not return daily, he shall receive a living out allowance, traveling expenses, plus the cost of room authenticated by a voucher.

4.3 It is understood and agreed that room and board or living allowance will not be withheld for reasons of inclement weather, holidays, or circumstances beyond the control of the employee. Seven fifths of the daily living allowance shall be deducted from employees for shifts not worked without reason.

4.4 Under special circumstances, when mutually agreed by the parties, the employee may have the privilege of living off the camp site and elect to receive the appropriate board allowance in lieu thereof.

ARTICLE 5 - EMPLOYER LABOUR RELATIONS FUND

5.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion to this Agreement shall be in the amount of Seventeen Cents (**17¢**) plus HST per hour for each hour worked by each employee covered by this Schedule.

SCHEDULE "M"

This Schedule shall cover and apply to Employers engaged in all work other than the work covered by Schedules "A", "B", "C", & "D" hereof and without limiting the generality of the foregoing BUILDING and CONSTRUCTION WORK within the **District of Algoma excluding that portion lying East of a line running North from Blind River to the Southern Boundary of the District of Sudbury.**

SCHEDULE "M"

ARTICLE 1 - CLASSIFICATIONS AND WAGES

1.1 a) Engineers operating: cranes with a manufacturer's rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.65	\$3.77	\$4.82	\$6.32	\$52.56
May 1, 2014	\$38.48	\$3.85	\$5.02	\$6.46	\$53.81
May 1, 2015	\$39.24	\$3.92	\$5.22	\$6.58	\$54.96

b) Engineers operating: cranes with a manufacturer's rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.20	\$3.72	\$4.82	\$6.32	\$52.06
May 1, 2014	\$38.03	\$3.80	\$5.02	\$6.46	\$53.31
May 1, 2015	\$38.78	\$3.88	\$5.22	\$6.58	\$54.46

1.2 a) Engineers operating: all conventional and hydraulic type cranes, save and except those set out in **Article 1.1** above, including shovels, clams, backhoes, gradalls, draglines, 15 ton capacity and over boom truck, all power hoists over 25 HP, all power derricks, pile drivers, overhead cranes, chimney hoists, caisson boring machines, high lines, side booms requiring hoisting engineers license, mine hoist, tunneling moles, hydraulic skoopers, creter cranes, and dredges - suction & dipper. Heavy Duty mechanics, qualified welders and 2nd Class Stationary Engineers. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.91	\$3.59	\$4.82	\$6.32	\$50.64
May 1, 2014	\$36.74	\$3.67	\$5.02	\$6.46	\$51.89
May 1, 2015	\$37.49	\$3.75	\$5.22	\$6.58	\$53.04

b) Pitman type cranes of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.43	\$3.54	\$4.82	\$6.32	\$50.11
May 1, 2014	\$36.25	\$3.63	\$5.02	\$6.46	\$51.36
May 1, 2015	\$37.01	\$3.70	\$5.22	\$6.58	\$52.51

Schedule "M" – Article 1 - continued

1.3 Operators of: bulldozers (including 815 type), graders, scrapers, front-end loaders, highway tractors, drill rigs, concrete pumps, batching plants, mucking machines, underground boring machines, bullmoose type equipment 5 ton capacity and over, industrial tractors with attachments, side booms (unlicensed), overhead loaders, trenching machines and similar equipment, caisson boring machines (25 HP and under), Pitman type cranes under 10 ton capacity, tuggers used for installation of vessels, tanks and machinery or for steel erection, man and material hoists, mobile concrete pumps, tractors, emcos, and mobile pressure grease units, Dinky locomotive type engines, elevators, all power hoists 25 HP and under, skidders with attachments. Kubota Type Backhoe and Skid Steer Loader. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type cranes.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.55	\$3.46	\$4.82	\$6.32	\$49.15
May 1, 2014	\$35.38	\$3.54	\$5.02	\$6.46	\$50.40
May 1, 2015	\$36.14	\$3.61	\$5.22	\$6.58	\$51.55

1.4 Operators of: portable compressors over 150 CFM, wellpoint systems, gas, diesel or steam driven portable generators over 50 HP, concrete mixers 1 cubic yard capacity or more, 6" discharge pumps and over, tuggers not listed in 1.3 above, asphalt spreaders, off-highway aggregate haulers, fork lifts and side lifts over 8' in lifting height, conveyors, crushers, caisson boring machines 25 HP and under, skidders. Utility men and servicemen. Rock trucks, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.79	\$3.28	\$4.82	\$6.32	\$47.21
May 1, 2014	\$33.62	\$3.36	\$5.02	\$6.46	\$48.46
May 1, 2015	\$34.37	\$3.44	\$5.22	\$6.58	\$49.61

1.5 Operators of: boom trucks, "A" Frames, (excluding Pitman type cranes in **Classes 1.2 and 1.3**), rollers on grade work, driver mounted compaction units, fork lifts and side-lifts under 8' in lifting height, bullmoose type equipment under 5 ton capacity, driver mounted power sweeper. Firemen and attendants for forced air, gas, electrical, or oil burning temporary heating units of 500,000 BTU's or, 5 or more heating units on a job site, fuel truck serviceman.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.22	\$3.12	\$4.82	\$6.32	\$45.48
May 1, 2014	\$32.05	\$3.20	\$5.02	\$6.46	\$46.73
May 1, 2015	\$32.80	\$3.28	\$5.22	\$6.58	\$47.88

Schedule "M" – Article 1 - continued

- 1.6 a) Operators of: hydraulic jacking equipment for underground operations, Truck crane drivers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$30.54	\$3.05	\$4.82	\$6.32	\$44.73
May 1, 2014	\$31.36	\$3.14	\$5.02	\$6.46	\$45.98
May 1, 2015	\$32.12	\$3.21	\$5.22	\$6.58	\$47.13

- b) Pumps under 6" discharge when full time attendant required. Mechanic's helper, fuel serviceman.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$30.26	\$3.03	\$4.82	\$6.32	\$44.43
May 1, 2014	\$31.09	\$3.11	\$5.02	\$6.46	\$45.68
May 1, 2015	\$31.85	\$3.18	\$5.22	\$6.58	\$46.83

- c) Oilers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$30.05	\$3.01	\$4.82	\$6.32	\$44.20
May 1, 2014	\$30.88	\$3.09	\$5.02	\$6.46	\$45.45
May 1, 2015	\$31.64	\$3.16	\$5.22	\$6.58	\$46.60

- 1.7 When seven (7) or more members of Local 793, I.U.O.E., are employed by the Employer having a job or project of Two Million Dollars (\$2,000,000) or more, the foreman, working or otherwise, shall be a member of the Union. The foreman's rate shall be Two Dollars (\$2.00) over **Class 1.2 (a)** rates.

- 1.8 Where punch clocks are mandatory on any job or project, employees shall be allowed punch out time.

ARTICLE 2 - INCLEMENT WEATHER REPORTING ALLOWANCE

- 2.1 Two (2) hours pay together with traveling expense, whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after his designated starting time. 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. If an employee is directed to work and commences to work **Article 19.1** of the Master Portion of this Agreement shall apply.

ARTICLE 3 - TRANSPORTATION, TRAVEL TIME, ROOM AND BOARD

3.1 When an employee is required to work beyond the area of amalgamated City of Sault Ste. Marie within forty-eight kilometre (48 km) / thirty mile (30 mile) limit, he shall receive a daily traveling allowance at the rate of Fifty-One Point One Cents (**51.1¢ / km**) per kilometre / Eighty-Two Point One Cents (**82.1¢ / mile**) per mile each way in lieu of traveling time.

Effective May 1, 2014 this amount shall increase to Fifty-Two Point Six Cents (**52.6¢ / km**) / Eighty-Four Point Six Cents (**84.6¢ / mile**).

Effective May 1, 2015 this amount shall increase to Fifty-Four Point Two Cents (**54.2¢ / km**) / Eighty-Seven Point One Cents (**87.1¢ / mile**).

In the event the Employer does not arrange suitable transportation and the employee agrees to take his own vehicle, the employee providing the vehicle will receive an additional Fifty-One Point One Cents (**51.1¢ / km**) per kilometre / Eighty-Two Point One Cents (**82.1¢ / mile**) per mile.

Effective May 1, 2014 this amount shall increase to Fifty-Two Point Six Cents (**52.6¢ / km**) / Eighty-Four Point Six Cents (**84.6¢ / mile**).

Effective May 1, 2015 this amount shall increase to Fifty-Four Point Two Cents (**54.2¢ / km**) / Eighty-Seven Point One Cents (**87.1¢ / mile**).

The number of miles in question will be based on the distance from the boundary of the amalgamated City of Sault Ste. Marie to the jobsite. The employee should be at the jobsite at starting time and work his scheduled shift.

3.2 For projects located over forty-eight kilometres (48 kms.) / thirty miles (30 miles) beyond the limits of the City of Sault Ste. Marie, the Employer shall have the sole option of either paying the travel allowance(s) as set out in **Article 3.1**, if suitable accommodations are available. If the Employer chooses to pay room and board, he shall also pay the travel allowance(s) as set out in **3.1** to enable the employee to reach the job site and shall also pay his way home at the aforesaid rate(s) when the job has been completed. If the employee quits without good reason the return travel allowance(s) will not be paid. For projects extending over two (2) months the Employer shall pay for a trip home at the aforesaid rate(s) and again every two (2) months thereafter.

3.3 The actual cost of room and board shall be paid with a maximum allowance of:

PER DAY WORKED

May 1, 2013	May 1, 2014	May 1, 2015
\$99.80	\$102.79	\$105.87

On out-of-town jobs on Statutory Holidays, room and board will be paid for the holiday provided the employees work a full eight (8) hours on the standard work day before and following the holiday. On jobs of one hundred and sixty kilometres (160 kms) / one hundred miles (100 miles) or more beyond the limits of the City of Sault Ste. Marie, room and board will be paid on a seven (7) day basis provided the employee works available hours on the day prior to and following the weekend.

When employees report for work on out-of-town jobs and are sent home due to job conditions, room and board shall be paid for the full day.

Schedule "M" – Article 3 – continued

3.4 When Engineers are requested to use their own transportation from job to job and return, they shall be paid:

May 1, 2013	May 1, 2014	May 1, 2015
51.1¢ / km	52.6¢ / km	54.2¢ / km
82.1¢ / mile	84.6¢ / mile	87.1¢ / mile

3.5 As an alternative option to receiving the applicable room and board allowance in accordance with **Article 3.3** above, the Employer and employee may elect, by mutual agreement, to have the Employer supply reasonable accommodation and pay the employee the applicable meal allowance per day as per **Schedule "A", Article 4.1 (e)**.

ARTICLE 4 - RECALL PROCEDURE

4.1 Despite **Article 3.1 a)** and **b)** of the Master Portion, the Employer may recall, through the Union's Hiring Hall, former employees who have been on their payroll for at least three (3) months within the previous twelve (12) months. The employee must be registered on the Union's out-of-work list.

For clarity, **Article 3.1 c)** and **d)** of the Master Portion still applies.

ARTICLE 5 - EMPLOYER LABOUR RELATIONS FUND

5.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion to this Agreement shall be in the amount of Twenty-Nine Cents (**29¢**) plus HST per hour for each hour worked by each employee covered by this Schedule.

SCHEDULE "N"

This Schedule shall cover and apply to Employers engaged in all work other than the work covered by Schedules "A", "B", "C", & "D" hereof and without limiting the generality of the foregoing BUILDING and CONSTRUCTION WORK within the **Districts of Kenora, Kenora Patricia, Rainy River and Thunder Bay.**

SCHEDULE "N"

ARTICLE 1 - CLASSIFICATIONS AND WAGES

1.1 a) Engineers operating: cranes with a manufacturer's rating of over 164 to 219 tons capacity.

Effective May 1, 2013, the wage rate for engineers operating large cranes 220 to 299 tons capacity shall be One Dollar and Twenty-Five Cents (\$1.25) per hour above the applicable rate. The wage rate for engineers operating large cranes 300 to 499 tons capacity shall be Two Dollars and Fifty Cents (\$2.50) per hour above the applicable rate. The wage rate for engineers operating large cranes over 499 tons capacity shall be Four Dollars (\$4.00) per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.68	\$3.77	\$4.82	\$6.32	\$52.59
May 1, 2014	\$38.51	\$3.85	\$5.02	\$6.46	\$53.84
May 1, 2015	\$39.26	\$3.93	\$5.22	\$6.58	\$54.99

b) Engineers operating: cranes with a manufacturer's rating of 100 to 164 tons capacity, 1st Class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$37.23	\$3.72	\$4.82	\$6.32	\$52.09
May 1, 2014	\$38.05	\$3.81	\$5.02	\$6.46	\$53.34
May 1, 2015	\$38.81	\$3.88	\$5.22	\$6.58	\$54.49

1.2 a) Engineers operating: all conventional and hydraulic type cranes, save and except those set out in **Article 1.1** above, including shovels, clams, backhoes, gradalls, draglines, 15 ton capacity and over boom truck, all power hoists over 25 HP, all power derricks, pile drivers, overhead cranes, chimney hoists, caisson boring machines, high lines, side booms requiring hoisting engineers license, mine hoist, tunneling moles, hydraulic scoopers, creter cranes, and dredges - suction & dipper. Heavy Duty mechanics, qualified welders and 2nd Class Stationary Engineers. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.93	\$3.59	\$4.82	\$6.32	\$50.66
May 1, 2014	\$36.75	\$3.68	\$5.02	\$6.46	\$51.91
May 1, 2015	\$37.51	\$3.75	\$5.22	\$6.58	\$53.06

b) Pitman type cranes of 10 ton to less than 15 ton capacity. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$35.45	\$3.54	\$4.82	\$6.32	\$50.13
May 1, 2014	\$36.27	\$3.63	\$5.02	\$6.46	\$51.38
May 1, 2015	\$37.03	\$3.70	\$5.22	\$6.58	\$52.53

Schedule "N" – Article 1 – continued

1.3 Operators of: bulldozers (including 815 type), graders, scrapers, front-end loaders, highway tractors, drill rigs, concrete pumps, batching plants, mucking machines, underground boring machines, bullmoose type equipment 5 ton capacity and over, industrial tractors with attachments, side booms (unlicensed), overhead loaders, trenching machines and similar equipment, caisson boring machines (25 HP and under), Pitman type cranes under 10 ton capacity, tuggers used for installation of vessels, tanks and machinery or for steel erection, man and material hoists, mobile concrete pumps, tractors, emcos, and mobile pressure grease units, Dinky locomotive type engines, elevators, all power hoists 25 HP and under, skidders with attachments. Kubota Type Backhoe and Skid Steer Loader. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity. Spider-type cranes.

Effective May 16, 2007, the wage rate for engineers operating mobile concrete pumps 52 metre boom and over shall be \$2.00 per hour above the applicable rate.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$34.67	\$3.47	\$4.82	\$6.32	\$49.28
May 1, 2014	\$35.50	\$3.55	\$5.02	\$6.46	\$50.53
May 1, 2015	\$36.25	\$3.63	\$5.22	\$6.58	\$51.68

1.4 Operators of: portable compressors over 150 CFM, wellpoint systems, gas, diesel or steam driven portable generators over 50 HP, concrete mixers 1 cubic yard capacity or more, 6" discharge pumps and over, tuggers not listed in 1.3 above, asphalt spreaders, off-highway aggregate haulers, fork lifts and side lifts over 8' in lifting height, conveyors, crushers, caisson boring machines 25 HP and under, skidders. Utility men and servicemen. Rock trucks, telehandlers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$32.40	\$3.24	\$4.82	\$6.32	\$46.78
May 1, 2014	\$33.23	\$3.32	\$5.02	\$6.46	\$48.03
May 1, 2015	\$33.98	\$3.40	\$5.22	\$6.58	\$49.18

1.5 Operators of: boom trucks, "A" Frames, (excluding Pitman type cranes in **Classes 1.2 and 1.3**), rollers on grade work, driver mounted compaction units, fork lifts and side-lifts under 8' in lifting height, bullmoose type equipment under 5 ton capacity, driver mounted power sweeper. Firemen and attendants for forced air, gas, electrical, or oil burning temporary heating units of 500,000 BTU's or, 5 or more heating units on a job site, fuel truck serviceman.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.92	\$3.19	\$4.82	\$6.32	\$46.25
May 1, 2014	\$32.75	\$3.27	\$5.02	\$6.46	\$47.50
May 1, 2015	\$33.50	\$3.35	\$5.22	\$6.58	\$48.65

Schedule "N" – Article 1 – continued

- 1.6 Operators of: pumps under 6" discharge where a full time attendant is required, hydraulic jacking equipment for underground operations. Mechanic's helpers. Mobile crane driver-oilers.

EFFECTIVE DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2013	\$31.06	\$3.11	\$4.82	\$6.32	\$45.31
May 1, 2014	\$31.89	\$3.19	\$5.02	\$6.46	\$46.56
May 1, 2015	\$32.65	\$3.26	\$5.22	\$6.58	\$47.71

- 1.7 When Hoisting Engineers are used as Mechanics they may do so at the rate of the established Heavy Duty Mechanic Shop rating which is **Classification 1.3**. This shall apply to shop permanently established within the city limits of Thunder Bay only.
- 1.8 Where punch clocks are mandatory on any job or project, employees shall be allowed punch out time.
- 1.9 Log books shall be maintained for each piece of Hoisting equipment and be available at the site for the purpose of recording repairs and adjustments, maintenance records or reports of unsafe conditions of equipment.
- 1.10 An equipment foreman shall be employed by the Employer for every ten (10) members on a site at a premium rate of Two Dollars (\$2.00) per hour over **Class 1.2 (a)** rates. He shall be a qualified journeyman and a member of the Union.

ARTICLE 2 - INCLEMENT WEATHER REPORTING ALLOWANCE

- 2.1 Two (2) hours pay together with traveling expense, whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after his designated starting time. 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. If an employee is directed to work and commences to work **Article 19.1** of the Master Portion of this Agreement shall apply.

ARTICLE 3 - TRAVEL TIME, COMMUTING ALLOWANCE, ROOM AND BOARD

- 3.1 It is understood and agreed that when men have to remain away from home, suitable free room and board shall be supplied by the Employer.
- 3.2 Where camp accommodations are provided, the camp will conform to rules set out in **Article 23** of the Master Portion of this Agreement.
- 3.3 Where a camp is provided, the employees may request to receive the applicable daily living allowance. This shall not be unreasonably withheld.

Schedule "N" – Article 3 – continued

3.4 When an employee is required to travel to a jobsite in excess of eighty kilometres (80 kms) / fifty miles (50 miles) from the City Limits of Thunder Bay, he shall receive Fifty-Five Point Zero Cents per kilometre (**55.0¢/km**) / Eighty-Eight Point Six Cents per mile (**88.6¢/mile**) plus one (1) hour's pay for every eighty kilometres (80 km) / fifty miles (50 miles) or any portion thereof.

Effective May 1, 2014 this amount shall increase to Fifty-Six Point Seven Cents (**56.7¢ / km**) / Ninety-One Point Three Cents (**91.3¢ / mile**).

Effective May 1, 2015 this amount shall increase to Fifty-Eight Point Four Cents (**58.4¢ / km**) / Ninety-Four Point Zero Cents (**94.0¢ / mile**).

On completion of job return fare of Fifty-Five Point Zero Cents per kilometre (**55.0¢ / km**) / Eighty-Eight Point Six Cents per mile (**88.6¢ / mile**) plus one (1) hour's pay for every eighty kilometres (80 km) / fifty miles (50 miles) or any portion thereof.

Effective May 1, 2014 this amount shall increase to Fifty-Six Point Seven Cents (**56.7¢ / km**) / Ninety-One Point Three Cents (**91.3¢ / mile**).

Effective May 1, 2015 this amount shall increase to Fifty-Eight Point Four Cents (**58.4¢ / km**) / Ninety-Four Point Zero Cents (**94.0¢ / mile**).

3.5 Where an employee is required to use his own vehicle for transporting the Employer's material he shall receive an additional:

May 1, 2013	May 1, 2014	May 1, 2015
51.2¢ / km	52.7¢ / km	54.3¢ / km
82.1¢ / mile	84.6¢ / mile	87.1¢ / mile

3.6 Return transportation shall be paid every forty five (45) calendar days at the rate of:

PER KILOMETRE TO AND FROM JOBSITE

May 1, 2013	May 1, 2014	May 1, 2015
55.0¢ / km	56.7¢ / km	58.4¢ / km
88.6¢ / mile	91.3¢ / mile	94.0¢ / mile

3.7 Travel allowance to a job, shall be paid to the employee on his first regular pay day.

3.8 Employees will not be required to transport other employees of the Employer to an out-of-town jobsite.

3.9 The area within the City Limits of Thunder Bay shall be classified as a free zone for the purpose of Commuting Allowance.

Schedule "N" – Article 3 – continued

3.10 When an employee commutes to a jobsite beyond the City Limits of Thunder Bay he shall receive a commuting allowance of:

PER KILOMETRE/MILE FROM THE CITY LIMITS

May 1, 2013	May 1, 2014	May 1, 2015
55.0¢ / km	56.7¢ / km	58.4¢ / km
88.6¢ / mile	91.3¢ / mile	94.0¢ / mile

3.11 Outside of Thunder Bay when an employee commutes beyond twenty kilometres (20 kms.) / twelve miles (12 miles) from the local main area Post Office or construction camp, he shall receive commuting allowance of:

PER KILOMETRE/MILE FROM THE POST OFFICE

May 1, 2013	May 1, 2014	May 1, 2015
56.4¢ / km	58.1¢ / km	59.8¢ / km
90.7¢ / mile	93.4¢ / mile	96.2¢ / mile

3.12 Employees will not be required to commute other employees of the Employer.

3.13 When an employee is required to transport, or is being transported by, the Employer's equipment to a jobsite, the Employer shall provide or pre-arrange for the employee's transportation to and from the jobsite and the place of accommodation.

ARTICLE 4 - LIVING ALLOWANCE

4.1 The Employer may elect to provide a daily subsistence allowance in addition to regular daily wages and travel allowance as follows:

4.2 On jobs eighty kilometres (80 kms) / fifty miles (50 miles) and over from the Labour Centre in Thunder Bay:

PER DAY WORKED

May 1, 2013	May 1, 2014	May 1, 2015
\$128.50	\$132.36	\$136.33

An employee working beyond a one hundred and sixty (160) kilometre direct traffic route from the Labour Centre, shall be paid his living allowance on a seven (7) days per week basis, for each day the employee is available for work.

4.3 Living allowance shall not be deducted for inclement weather, accident, or Statutory Holidays.

Schedule "N" – Article 4 – continued

- 4.4 Employees who reside and are hired for work outside the City Limits of Thunder Bay shall receive living allowance as per **Article 4.2** providing his residence is eighty kilometres (80 km.) / fifty miles (50 miles) or over from the construction site.
- 4.5 Board to be paid for day of travel to jobsite providing employees sign on with Employer that day.

ARTICLE 5 - EMPLOYER LABOUR RELATIONS FUND

- 5.1 The contributions referred to in **Article 24.11 (i)** of the Master Portion to this Agreement shall be in the amount of Twenty Cents (**20¢**) plus HST per hour for each hour worked by each employee covered by this Schedule.

SCHEDULE "0"

This Schedule shall cover and apply to Employers engaged in SURVEY WORK within the Province of Ontario.

SCHEDULE "O"

ARTICLE 1 - CLASSIFICATIONS

- 1.1 Instrument Man - three (3) years experience minimum, including construction layout.
- 1.2 Sr. Rodman - two (2) years experience minimum, including construction layout.
- 1.3 Jr. Rodman - one (1) year experience minimum of survey practice.
- 1.4 Party Chief shall supervise a maximum of nine (9) men and this Party Chief will receive a minimum of One Dollar and Twenty-Five Cents (\$1.25) per hour above the rate of Instrument Man.
- 1.5 No phrases or terminologies listed below are intended to deny management the right to use other trades supervision to check lines and grades with any equipment at his disposal.

ARTICLE 2 - SURVEYOR'S SCOPE OF WORK

- 2.1 To collect by measurement all facts required for determining the boundaries of, position of, shape of, contouring of, the job site.
- 2.2 The establishing and recording of all site limits, base lines, reference lines, and datum lines required for all the establishment of all foundations, vessels, equipment, machinery, pipelines, pipe racks, monuments, bench marks and tie locations.
- 2.3 To layout (set out) on horizontal and vertical planes, all excavations, underground and above ground services, cast-in-place concrete, wall lines, grid lines, batter boards, shims, centre and offset lines, plumbing operations by use of transit, transfer of grade and/or lines requiring the use of Dumpy level, automatic levels, laser equipment, electronic measuring devices, Theodolite and sonic measuring tapes.
- 2.4 Pre-engineering required to substantiate any existing locations or elevations.
- 2.5 Cross sectioning required for the establishment of quantities.
- 2.6 To check lines and grades prior to concrete pours including anchor bolts, imbedded items and inverts, subject to the provisions set out in **Article 1.6** above.
- 2.7 To supply information for as-built drawings when required by survey methods.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

The following duties and responsibilities related thereto shall apply to all phases of survey work which the Employer undertakes to perform.

3.1 Party Chief

Shall take directions from the Employer's assigned representative(s), shall be responsible for all survey work performed by his party including but not limited to, the field layouts on a horizontal and vertical plane, the proper location of formwork and imbedded items prior to placement of concrete, the supervision and direction of all members of his survey party.

3.2 Instrument Man

Shall be able to perform lay-out under direction of the Employer's representative(s) and/or Party Chief. He shall be able to set up, operate and make minor adjustments to surveying instruments, read plans and sketches, and keep surveying records, he shall be able to perform the duties of Rodman.

3.3 Sr. Rodman

One who assists Instrument Man, is able to operate survey rod, chain and instruments accurately and efficiently, have some blueprint reading ability and knowledge of survey practice and methods of setting grades and lines.

3.4 Jr. Rodman

One who assists Sr. Rodman and Instrument Man and has knowledge of standard survey practice and methods.

ARTICLE 4 - WAGES, OVERTIME, REPORTING ALLOWANCE, TRAVEL & BOARD ALLOWANCE, and EMPLOYER LABOUR RELATIONS FUND CONTRIBUTIONS

4.1 Overtime, Reporting Allowance, Travel & Board Allowance and Employer Labour Relations Fund contributions shall be paid as set out in the appropriate local area Schedule.

4.2 It is understood and agreed that the terms and conditions of this Schedule apply only to employees performing Survey Work for whom the Union holds or acquires bargaining rights.

Survey's Wage Rates Schedule

Classification - Instrument Man

DATE	E	F	G	H	Inside Board Area #8 J	Outside Board Area #8 J	K	L	M	N
May 1, 2013	\$32.68	Schedule "F"	\$32.59	\$33.18	\$34.03	Schedule "H"	\$32.67	\$32.75	\$32.47	\$33.38
May 1, 2014	\$33.51		\$33.42	\$34.01	\$34.86		\$33.50	\$33.58	\$33.30	\$34.21
May 1, 2015	\$34.26		\$34.17	\$34.76	\$35.61		\$34.25	\$34.33	\$34.05	\$34.96

Classification - Senior Rodman

DATE	E	F	G	H	Inside Board Area #8 J	Outside Board Area #8 J	K	L	M	N
May 1, 2013	\$30.19	Schedule "F"	\$30.09	\$30.68	\$31.37	Schedule "H"	\$30.17	\$30.24	\$29.99	\$33.38
May 1, 2014	\$31.02		\$30.92	\$31.51	\$32.20		\$31.00	\$31.07	\$30.82	\$34.21
May 1, 2015	\$31.77		\$31.67	\$32.26	\$32.95		\$31.75	\$31.82	\$31.57	\$34.96

Classification - Junior Rodman

DATE	E	F	G	H	Inside Board Area #8 J	Outside Board Area #8 J	K	L	M	N
May 1, 2013	\$28.13	Schedule "F"	\$27.59	\$28.10	\$28.69	Schedule "H"	\$27.65	\$27.73	\$27.50	\$28.41
May 1, 2014	\$28.96		\$28.42	\$28.93	\$29.52		\$28.48	\$28.56	\$28.33	\$29.24
May 1, 2015	\$29.71		\$29.17	\$29.68	\$30.27		\$29.23	\$29.31	\$29.08	\$29.99

Payments for Statutory Holidays and Vacation Pay, Training Fund, Health Benefit Plan and Pension Plan shall be as shown in the Master Portion of the Collective Agreement.