

**COLLECTIVE AGREEMENT  
BETWEEN:  
THE HEAVY CONSTRUCTION  
ASSOCIATION OF WINDSOR  
EMPLOYERS**



**- AND -  
LABOURERS' INTERNATIONAL  
UNION OF NORTH AMERICA  
LOCAL 625  
THE UNION**

**LiUNA!**

*Feel the Power*

(April 12, 2021 / 09:37:19)

120654-1 LiUNA625-HeavyConstructionAgreeme

## AGREEMENT

BETWEEN

**THE HEAVY CONSTRUCTION  
ASSOCIATION OF WINDSOR**

ACCREDITED JUNE 18, 2013



Hereinafter called the EMPLOYER

OF THE FIRST PART

- AND -

**LABOURERS' INTERNATIONAL  
UNION OF NORTH AMERICA,  
ONTARIO PROVINCIAL DISTRICT  
COUNCIL, LOCAL 625**

**LiUNA!**

*Feel the Power*

Hereinafter called the UNION

OF THE SECOND PART

(April 12, 2021 / 09:37:19)

|120654-1 LiUNA625-HeavyConstructionAgreeme

**TABLE OF CONTENTS**

	<b>PAGE</b>
Article 1	Duration of Agreement.....1
Article 2	Recognition .....1
Article 3	Union Security.....2
Article 4	Management Rights.....5
Article 5	Joint Labour Management Committee .....6
Article 6	Geographical Areas .....7
Article 7	Grievance Procedure .....7
Article 8	Arbitration .....9
Article 9	No Strike, No Lockout .....10
Article 10	Union Representation.....10
Article 11	Jurisdictional Disputes .....11
Article 12	Safety, Sanitation and Shelters .....12
Article 13	Payment of Wages and Lay Off.....15
Article 14	Hours of Work and Overtime .....17
Article 15	Shift Work and Reporting Time .....20
Article 16	Travel Time and Living Allowance.....21
Article 17	Students .....22
Article 18	Trust Funds and Union Dues.....22
Article 19	Penalty Clause .....22
Article 20	Traffic Control.....25
Article 21	Pre-Job Conference .....25
Article 22	Shop Clause.....25
Article 23	Employer Contributions and Remittances...26

**TABLE OF CONTENTS**

	<b>PAGE</b>
Article 24 Construction Craft Worker .....	27
Article 25 Hardship Clause .....	27
Article 26 Forepersons .....	27
SCHEDULE "A" .....	29
SCHEDULE "B" .....	30
SCHEDULE "C" .....	36
SCHEDULE "D" .....	37
SCHEDULE "E" .....	40
SCHEDULE "F" .....	42

WHEREAS the Union and Employer are desirous of establishing a form of standard collective agreement with respect to Employees engaged in Heavy Construction work within the geographical area defined herein so as to provide uniform interpretation, application and administration of the relationship established.

IT IS EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERTO AS FOLLOWS.

## **ARTICLE 1 DURATION OF AGREEMENT**

1.01 This agreement shall become effective on the 1<sup>st</sup> day of May 2021 and shall continue to remain in effect until the 30<sup>th</sup> day of April 2025 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 ninety (90) days before the 30<sup>th</sup> day of April, 2025 or in a like period of any year thereafter.

## **ARTICLE 2 RECOGNITION**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the employer performing work covered by this agreement in the classifications or craft jurisdiction of Local 625 set out in Schedule "A" and set out in Schedule "E" in the Counties of Essex and Chatham Kent.

2.02 The Union will not sign any Agreement with an Employer who is engaged in the same work as the Employers to whom this Agreement applies for less than terms of this Agreement.

- 2.03 It is understood that this Agreement shall apply to work performed or undertaken or contracts let or sublet on an I.C.I. construction site except, that the Employer shall abide by the Agreement between Employee Bargaining and Employer Bargaining Agencies (E.B.A.) on all work up to the exterior wall or foundation of the building. It is further agreed that should the Employer undertake to do the work that is commonly known as I.C.I. Construction, the rates of wages, hours of work, and working conditions, including amendments, additions or renewals thereof, shall be established by a Collective Agreement between Employee Bargaining and Employer Bargaining Agencies (E.B.A.) The Employer hereby acknowledges that it is in possession of a copy and is familiar with all the terms, conditions, and provisions of the Provincial I.C.I. Agreement.

### **ARTICLE 3 UNION SECURITY**

- 3.01 The Employer agrees to first call, fax, or email the Union office for its' manpower needs prior to the hiring of new employees.

The Union will forward to the employer by fax or email a copy of an employee referral for each employee, listing the names, address, phone number(s), social insurance number, a list of all safety and trade training certificates acquired, for each employee.

- 3.02 The Employer agrees to employ only Members of the Union who are in good standing and the Union agrees to use reasonable efforts to give the employer preference in supplying men for such work.



- 3.03 All employees, while working in a position within the bargaining unit covered by this Agreement, are required to maintain their Union membership as a condition of employment.
- 3.04 The Employer agrees to deduct an amount equal to regular monthly Local Union dues as set out in writing from the Union from all employees covered by this Agreement within the first seven (7) days of any month. Such deductions shall be made each month and remitted directly to the Union on or before the fifteenth (15<sup>th</sup>) day of the following month in which such deductions were made.
- 3.05 The Union may direct the Employer, in writing, in the amount set out therein, to deduct Union initiation fees from an employee's pay. Such fees will be remitted to the Union on or before the fifteenth (15<sup>th</sup>) day of the following month in which such deductions were made.
- 3.06 The Employer agrees to contribute, on behalf of each employee of the bargaining unit, an Administration Fund & Organizing Fund amount as set out in Schedules B & D as part of "Funds". "Funds" is comprised of Administration Fund, Organizing Fund and Training Fund contributions.
- 3.07 The Employer agrees to deduct all Ontario Provincial District Council (OPDC) hourly working dues from each employee of the bargaining unit, as set out in Schedule B.
- 3.08 The Union shall attempt to advise the Employer verbally within twenty-four (24) hours if the Union cannot supply qualified and competent personnel within forty-eight (48) hours (excluding Saturdays,

Sundays and Holidays) the Employer may hire from any source available to him. Any request after 12:00 p.m. noon shall not be considered a part of the forty-eight (48) hours for supply.

- 3.09 All Employees working under this Agreement shall become members of the Union within fourteen (14) days and maintain their Membership in good standing or be replaced. NEW ENTRY (Probationary) Employees may be employed if the Union is unable to supply.
- 3.10 All personnel hired shall be required to have a referral slip issued by the Union before they start work, unless other arrangements are made by the Union Dispatcher. Such referral slips will not be unreasonably withheld.
- 3.11 The Employer shall have the prerogative when adding to its workforce, to first rehire any Employees who are unemployed and have been in his/her employ during the preceding twelve (12) months provided that they are in good standing with the Union, and that they have a referral slip issued by the Union before they commence work.
- 3.12 The Employer agrees to engage only those subcontractors who are in contractual relations with the Union to perform work as set out in the Classifications and Craft Jurisdiction of Schedule "A" and Schedule "E".
- 3.13 The Employer agrees to remove any sub-contractor in violation of Section 3.12 upon written notification from the Union Representative.

- 3.14 The Employer shall not discriminate against any Employee and the Union Employer and Employees shall comply with the Ontario Labour Relations Act, Human Rights Code, Workers Compensation Act and all other applicable legislation.
- 3.15 Notices of discipline and discharge shall be provided in written form with reasons therefore, if requested in writing by the affected Employee.
- 3.16 When transferring employees across Local Union Jurisdictions or within a Local Union Jurisdiction with more than one wage schedule, the Employer agrees that no employee shall suffer a reduction in wages and benefit plan contributions.
- 3.17 Local 625, with ninety (90) days written notice to the Employer, may amend (no more than once a year) the amount of contributions for Pension, Welfare, Legal, Organizing , Administration Fund or Training and deductions for Union Dues but any such adjustment shall not affect the total wage package.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

- 4.01 The Union agrees and acknowledges that the Employers have the exclusive right to manage the business and to exercise such right without restriction, save and except such prerogatives of management 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:
  - a) To determine qualifications, classify, transfer, hire, direct, promote, lay-off, discipline, and discharge employees for just cause and

to increase or 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 location 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.

4.02 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, and further that discipline and discharges shall only be exercised for just cause.

## **ARTICLE 5 JOINT LABOUR MANAGEMENT COMMITTEE**

5.01 The parties hereto agree to establish a Joint Labour Management Committee composed of representatives of the Heavy Construction Association and representatives of Labourers' Local Union No. 625.

5.02 The parties agree to meet on the first Monday in April and the first Monday in November each year, to discuss;

- a) Application of this agreement and common disputes.
- b) Training efforts.

- c) Promotion of the trade.
- d) Other matters introduced as new business from either party.

## **ARTICLE 6 GEOGRAPHICAL AREAS**

The Counties of Essex and Chatham Kent, Board Area One (1).

## **ARTICLE 7 GRIEVANCE PROCEDURE**

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

7.02 It is understood and agreed that an Employee does not have a grievance until he has discussed the matter with his supervisory personnel acting in this capacity and given him an opportunity of dealing 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) days after the circumstances giving rise to the grievance, the aggrieved Employee, with or without a Union Representative, shall present his grievance orally and 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 Employer concerned is not reached within five (5) full

working days, a grievance may be presented as indicated in step 2 at any time within five (5) full working days thereafter.

Step 2 At this step the grievance may be processed as an individual, joint, Employer or Union grievance and shall be presented in writing by a Union Steward or Representative to the Company Official assigned to handle written grievances.

- 7.03 All grievances to be dealt with under Step 2 above shall be in writing and signed by the Employee having such grievance.
- 7.04 The Employer shall designate and name the official to whom a written grievance is submitted at Step 2.
- 7.05 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, by an Arbitration Board.
- 7.06 In determining the time which is allowed in the various steps, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.
- 7.07 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.

- 7.08 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 occurring or originating 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 the Union Representative.

## **ARTICLE 8 ARBITRATION**

- 8.01 The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 7 which has not been settled will then be referred to a Board of Arbitration at the request of either of the parties hereto.
- 8.02 The Board of Arbitration will be composed of one 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.
- 8.03 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.
- 8.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third member as Chairman within five (5) days of the notification mentioned above, the Minister of Labour of the Province of Ontario will be asked to appoint a Chairperson.

- 8.05 The decision of the Board of Arbitration on a majority of such Board constituted in the above manner shall be binding on the parties to this Agreement.
- 8.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.07 Each of the parties of this Agreement will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expenses of the Chairperson.

**ARTICLE 9 NO STRIKE, NO LOCKOUT**

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

**ARTICLE 10 UNION REPRESENTATION**

- 10.01 The Union Representative shall, in the course of his/her duty, have access to work on sites where members of the Union are working and the Employer shall assist the Union Representative to obtain passes to the premises where necessary. The Union Representative shall make his/her presence known to the Employer's senior representative or his delegate. In no instances, however, shall he/she interfere with the progress of work.



- 10.02 It is agreed that the Union may appoint one Employee per shift, per trade, per company project as Steward.
- 10.03 Whenever possible, considering the nature of work to be performed, the Steward shall be one of the last two members to be laid off, providing he is qualified, competent and capable of performing the remaining work.
- 10.04 The Steward or Stewards, where possible, will be responsible for reporting any complaints or grievances to the Employer and to the Union so that these may be dealt with in the proper manner and without delay.
- 10.05 The Employer agrees that one Employee shall be selected by the Union to serve as the Employees Safety Representative on each of the Employers' projects when there are five (5) or more Employees on the project.

Special Information for employers: In order to comply with the Construction Safety Act the Employers shall notify those unions who have members on the site that the number of Employees is five (5) or more and that a Safety Representative should be selected.

## **ARTICLE 11 JURISDICTIONAL DISPUTES**

- 11.01 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 decision of the Labour Relations Board of Ontario.

## **ARTICLE 12 SAFETY, SANITATION AND SHELTERS**

- 12.01 In co-operation with the employer's overall program of accident control and prevention, the Steward or any Employee shall report to the foreperson for immediate investigation any alleged unsafe condition, unsafe acts or violations of safety regulations for correction if required.
- 12.02 Employees shall be provided with adequate protection from falling material and other hazards on the job, in accordance with the appropriate Safety Acts. Adequately heated enclosures or cabs for men operating equipment shall be provided where reasonably required.
- 12.03 Every Employee shall, as a condition of employment, be required to wear an approved safety helmet, and approved safety footwear. The Employer agrees that such helmets may be purchased from him at cost. When the Employer makes mandatory the wearing of a specific helmet it will be released on a charge-out basis.
- 12.04 Every Employee shall wear suitable protective footwear. Other personal protective equipment such as rubber boots, raingear, safety glasses, hearing protection, safety vests and any other protective apparel as deemed necessary by then Ministry of Labour, required under abnormal conditions or during inclement weather will be supplied by the Employer. Each Employee shall be responsible for the care of this equipment. Management has the right to refuse replacement of same if it considers the reason for replacement to be caused by carelessness

- or negligence. If such is the case then the Employee is responsible for replacement of equivalent equipment.
- 12.05 The Employer agrees to supply the necessary drinking water and proper sanitary facilities which shall be maintained in a clean and sanitary condition by the Employees and the Employer as required by the Provincial Occupational Health and Safety Regulations.
- 12.06 Suitable adequately heated shelter for men 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.
- 12.07 If an Employee is injured and receives medical attention by a qualified physician, he will receive his regular wages and other benefits for the full day if in the opinion of the physician he is unfit to return to the regular work or if instructed by his foreperson or superintendent, another Employee is required to leave the job site with the injured Employee to assist him in getting medical attention, he too shall be paid his regular wages and other benefits for any lost time incurred. The Union office and the Employer shall be notified immediately of an accident to a member Employee.
- 12.08 Due to the safety factor involved, no Employee shall work alone on any project where there is any possibility of accident or injury.
- 12.09 A Safety Committee is to be established in accordance with the Occupational Health and Safety Act and Regulations for Construction Projects.

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

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

A job steward will be allowed use of such devices as part of their duties.

- 12.11 a) The Union agrees the Health & Safety Programs to be delivered are WHMIS, Confined Space Awareness & Entry, Working At Heights, Construction Health & Safety Awareness (MOL), Traffic Control (for those employees dispatched as Class 8 employees only) and such provincially mandated Health & Safety Programs within the Heavy Civil Sector of construction.
- b) Copies of Training Certificates are to be provided to Employers by the Employee or Union upon request from an Employer. In the event a third party or Employer provides training to an Employee, the Employee will be provided a copy of the Certificate of Training from the issuing authority. Such request by the Employee or the Union, cannot be refused by the Employer.

**ARTICLE 13 PAYMENT OF WAGES AND  
LAY OFF**

13.01 Wages shall be paid by cash, cheque, or direct deposit at the option of the employer and no later than Thursday of the following week during working hours. Employees will be paid every week.

Employers who choose to pay by cash or cheque shall provide each employee a statement identifying both the Employer and Employee showing total hours marked “regular” and “overtime”, the total earnings, the rate of pay, the amount of each deduction, the purpose thereof, and the net earnings, and the amount of vacation pay, as required by the Employment Standards Act.

Employers who chose to pay employees by direct deposit shall provide each employee a statement including the same information as above. The Employer may provide such statement personally on pay day, by mail in a timely manner so as the Employee shall receive the statement on pay day or within a few business days from pay day or by e-mail on pay day should the employee desire to receive it by this method.

If the Employer fails to pay the Employees on Thursday, they shall pay the Employees within four (4) hours on Friday upon notification from the Employee. Should the Employer fail to pay the Employees within the four (4) hours, the Employer must pay to the Employee two (2) hours pay at regular rates plus benefits for each day the Employee has to wait for his/her pay.

These conditions apply only to those Employees who have reported to the Employer, their time sheets for the previous week not later than Monday at 12:00 noon.

For new Employees, payroll information must be submitted prior to 12:00 noon Monday.

It is agreed that it is the Employer's responsibility to ensure that all new Employees receive an Employer package including time sheets before the end of the first work week.

- 13.02 If any one or more of the above requirements or parts thereof of this Article are violated, it shall be the privilege, of the Union to immediately withdraw the right of the offending Employer's privilege to pay by direct deposit.
- 13.03 In case of lay off, all employees shall be paid up to the date on the job site where practical, otherwise cheques, and EI record of employment certificates shall be forwarded by registered mail to his last known address within the next pay period on Thursday. The Employer agrees to forward to the Union Office any LiUNA! Member mail that has been "returned to sender". 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.

When laid off, Employees shall be allowed sufficient time to clear up their personal and company property on the job site.

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 such notice to the Employer and giving him four (4) hours to correct such default.

- 13.04 In the event of a reduction of the working force, the member Employer shall first lay off all probationary Employees who have not become members of the Union, New Entry Employees, and Students; secondly to apply the principle of “last on on... first one off” insofar as it is consistent to an efficient working force.
- 13.05 One (1) hour notice with pay shall be given by the Employer when an Employee is temporarily laid off or discharged and the Employee shall work such hour, in lieu of such notification the Employee shall receive one (1) additional hours pay.

#### **ARTICLE 14 HOURS OF WORK AND OVERTIME**

- 14.01 The parties agree that the hours of work and overtime provisions for ALL NEW TUNNEL work (excluding sewer and water main tunnels) shall follow the applicable LiUNA! Local 183 agreement which covers new tunnels.
- 14.02 For all other work as set out in this agreement or in the Classifications and Craft Jurisdiction in Schedules “A” and “E”, i.e.: **ROADS, BRIDGES, SEWER AND WATER MAIN (TUNNELS and OPEN CUT), TUNNEL RENOVATIONS, CURBS, GUTTERS, SIDEWALKS, PAVING (ASPHALT,**

**CONCRETE**), the parties agree that the regular work week consist of fifty five (55) hours per week Monday to Saturday between the hours of 7 am and 7 pm. All hours outside of the hours of 7 am to 7 pm shall be paid at one and one half times (1 ½ x) the regular hourly rate of pay. All hours exceeding fifty – five hours (55) per week shall be paid at one and one half times (1 ½ x) the regular hourly rate of pay.

14.03 The Parties agree that for **RESIDENTIAL** work, the regular work week consist of fifty-five (55) hours per week Monday to Saturday between the hours of 7 am and 7 pm. All hours exceeding 7 am to 7 pm shall be paid at one and one half times (1 ½ x) the regular hourly rate of pay. All hours exceeding fifty – five (55) hours per week shall be paid at one and one half times (1 ½ x) the regular hourly rate of pay. Employees performing Residential work shall be paid eighty-five percent (85%) of the Class 1 or 2 hourly wage rate including 100% of benefits. All current employees will be paid as per the H.C.A. Agreement including all increases. Residential work includes condos, apartments and house basements, but does not include parking lots (paving, grading, servicing) curbs, or sidewalks.

14.04 The Parties agree that double time (2x) the employees regular hourly rate shall be paid to all employees for all work performed on Sundays and the following holidays:

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



Should the Federal or Ontario Government designate a new statutory holiday, it shall be included in this clause and any other relevant clause. The parties agree that if any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately following the weekend. When any of the above holidays fall on a Tuesday, Wednesday or Thursday, the Employer and Local 625 Business Manager, may, by mutual agreement, reschedule the holiday to a Monday or Friday.

- 14.05 No discrimination shall be shown to any Employee choosing not to work on Saturday or Sunday.
- 14.06 For the purposes of reporting overtime, The Employer agrees to give credit of eleven (11) hours for statutory holidays that fall on weekdays.
- 14.07 Upon mutual agreement with Members, the daily start time of 7:00 a.m. may be adjusted up to one (1) hour earlier, and the finish time is also adjusted up to one (1) hour earlier.
- 14.08 The Parties agree that work break is to be fifteen (15) minutes duration midway each half shift or as designated by management. Wherever possible this work break must be taken at the work station.
- 14.09 Parties agree that employees shall be allowed one-half (1/2) hour unpaid lunch break near the midpoint of the shift. It is understood that no employee be required to work more than the first five (5) consecutive hours of a shift without a lunch break.

**ARTICLE 15 SHIFT WORK AND REPORTING TIME**

15.01 The member Employer reserves the right to institute shift work subject to Article 14.01, 14.02, 14.03.

Day Shift Five (5) consecutive shifts at regular day shift rate.

2<sup>nd</sup> Shift Five (5) consecutive shifts at fifty (\$0.50) cents per hour premium.

3<sup>rd</sup> Shift Five (5) consecutive shifts at fifty (\$0.50) cents per hour premium above the regular day shift rate.

The Employer will meet with the Union prior to shift work being implemented on any job site.

15.02 Any Employee who reports a usual on any day Monday through Saturday for work under this provision, unless directed not to report the previous day by his Employer shall receive minimum of one (1) hour pay and shall remain at other work of his craft if requested by the foreperson.

a) If climatic conditions indicate the possibility that work could not commence the Employee shall contact the Employer or the Employer Representative for such direction prior to reporting to work.

b) Work break is to be fifteen (15) minutes duration midway in each half shift or as designated by management. Wherever possible this work break must be taken at the work station. Abuse of such privilege will result in disciplinary action against offenders.

- c) In the event that any Employee is called back for work of an emergency nature after completion of his regular shift, he shall be guaranteed a minimum of two (2) hours pay at the applicable rate.

## **ARTICLE 16 TRAVEL TIME AND LIVING ALLOWANCE**

- 16.01 There shall be a free zone extending to the Essex County boundary limits for employers based in Essex County. To any Employees supplying their own transportation any distance traveled in excess of the Essex County boundary, or for employees who travel in their own vehicle and being transferred from site to site during working hours, the Employer shall pay them at the rate of fifty (\$0.50) cents per kilometer both ways. The travel time for the Employers from the County of Chatham/Kent is to be the same as for Essex County but computed from Chatham City Hall with a free zone of twenty-five (25) kilometers. All free zone calculations are based on the most direct automobile route.
- 16.02 Where an Employee is required to work beyond one hundred and sixty (160) kilometers from point of hire or dispatch, the Employer shall pay full expenses, within the pay period following the week in which the expenses were incurred, for suitable and reasonable room and board based on a seven (7) day week.
- 16.03 Where transportation is supplied by the Employer the Employee shall receive travel time one way at the straight time rate when he is requested to travel outside the County of Essex.

16.04 Where an Employee is required to wait in excess of one half (0.50) hour for Employer supplied transportation to leave the job at the completion of his work day, for any reason within the control of the Employer, he shall be paid any time in excess of the half (0.50) hour at straight time rates.

## **ARTICLE 17 STUDENTS**

17.01 Students may be hired at the ratio of one (1) to nine (9) regular members of the Union and receive wages at the rate of fifty (50%) percent of classifications (1 or 2) with the consent of the Union. The Employer shall remit to the Union, the Class 1 - "Funds" amount only, for all hours worked by students.

## **ARTICLE 18 TRUST FUNDS AND UNION DUES**

18.01 Union Dues deductions & Fund contributions are set out in the attached Schedules and form part of this Agreement. Such amounts will be remitted by the 15<sup>th</sup> day of the month following the month for which the contributions are earned by the employees covered by this Agreement, together with such supporting information specified by the Union or the Trustees of the Funds.

## **ARTICLE 19 PENALTY CLAUSE**

19.01 In the event an Employer fails to remit any contributions, deductions or remittances for The Benefit Plan, the Group Legal Plan, the Pension Plan, dues, fees, assessments for Funds - (Training Fund, Administration Fund) & Organizing Fund),

Industry Fund or any other Funds contained in Schedule "B" by the fifteenth (15<sup>th</sup>) of the month due, the Employer shall pay to the appropriate fund as liquidated damages and not as a penalty, an amount equal to two (2%) percent per month, compounded monthly 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.

- 19.02 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 audit takes place. Such statements shall apply to the questions submitted to the Employer by the Trustees.
- 19.03 If the Employer does not submit the certified audited statement as per the above paragraph, the Trustees may appoint an independent Chartered Accountant to enter upon the Employer's premises during regular business hours to perform an audit of the Employers' contributions or deductions to the required Employee Benefit Plan. Where the Trustees appoint an auditor, the costs shall be borne by the appropriate plan.
- 19.04 In the event such audit reveals that the Employer has failed to remit contributions in accordance with the provisions of the Agreement, the Employer shall, within five (5) days of receipt of written notices from the Trustees, remit all outstanding contributions together with any liquidated damages required under

the terms of this provision and completed supporting contributions report forms as required by the Plan.

- 19.05 Where the Union has taken prior proceedings and obtained a decision against and Employer for delinquent contributions, deductions for remittances, the Union may require the said Employer to post a cash bond, certified cheque, or bank letter of credit not to exceed five thousand (\$5000.00) dollars 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, certified cheque, or bank letter of credit, or any portion thereof, to satisfy the delinquency and require the Employer to replenish a bond, certified cheque, or bank letter of credit to its' original amount. In the event that the cash bond, certified cheque, or bank letter of credit does not satisfy the full amount of the delinquency, the Union may take other proceedings to recover the balance.
- 19.06 If an Employer does not have any Employees in its employ, the Employer shall remit one initial nil report outlining all pertinent information.
- 19.07 If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to pay wages to Employees or failure to make appropriate payments to a Trust Fund, an Administrator or the Union 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 responsible costs incurred by the union in prosecuting the grievance including but not limited to, all legal cost on a solicitor-and-client basis, travel, meal and accommodation cost of all witness(es) and Business Representative(s), conduct money, cost incurred by the Union pursuant to Section 126(4) of the Labour Relations Act or otherwise for the Board of Arbitration.

## **ARTICLE 20 TRAFFIC CONTROL**

- 20.01 The Employer agrees that a form of radio communication will be supplied by the Employer to the Traffic Control Person(s) (Flag person) who are not in sight of each other.
- 20.02 The Employer agrees that he will make available a relief person so that the Traffic Control Person(s) (Flag person) can attend to washroom and lunch breaks.

## **ARTICLE 21 PRE-JOB CONFERENCE**

- 21.01 On projects valued in excess of \$250,000.00 the Employer where requested by the Union will hold a pre-job conference and inform the Union signatory to this Agreement of the proposed list of subcontractors if he proposes to subcontract any portion of the job.

## **ARTICLE 22 SHOP CLAUSE**

- 22.01 If any Employer has no productive contract work as an alternative to laying off Employees he may retain one or more of them to perform work of a non productive nature. However, anything less than one (1) day shall be paid at regular rates of pay, anything

in excess of one (1) day shall be at seventy-five percent (75%) of the regular rate of pay and one hundred percent (100%) benefits.

## **ARTICLE 23 EMPLOYER CONTRIBUTIONS AND REMITTANCES**

- 23.01 Deemed Assignment of Compensation Under the Employment Standards Amendment Act, 1991. The Trustees of the Employee Benefit Plans referred to in the Collective Agreement shall promptly notify the Union (or Council) of the failure by any Employer to pay any Employee benefit contributions which are made under this Collective Agreement and which are owed under said plans in order that the Program administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with Regulations to the Employment Standards Amendment Act, 1991 in relations to the Employee Wage Protection Program and this Article is for the sole purpose on Ont. Reg. 590/9 under the Employment Standards Act.
- 23.02 Any provincial or Federal taxes required to be paid by the Employer on contributions pursuant to this Agreement, are not included in and are in addition to the specified amounts. The Employer agrees to pay such taxes along with the contributions to which they pertain.



## **ARTICLE 24 CONSTRUCTION CRAFT WORKER**

24.01 The parties hereby agree to recognize and support the Construction Craft Worker Apprenticeship with the Ontario Ministry of Training, Colleges and Universities. They also agree to participate in Local Apprenticeship Committees (LAC) and that any program and plan of training related to the Heavy Construction Sector be established by the LAC shall be incorporated in their entirety into and form part of this Agreement, as if an original part hereto.

## **ARTICLE 25 HARDSHIP CLAUSE**

25.01 Where the particular clause or Article in this Agreement poses a hardship on either party during the term of this Agreement, the parties may meet to consider an amendment, addition or deletion. The HCA will contact the Union a minimum of three (3) days prior to the days for submission of the tender. The Union may agree to the proposed change in special circumstances such as non-union General contractor and bidders. Any amendments will not be less than the terms contained in this Agreement. In all circumstances, proposed changes will be made at the sole discretion of the Union.

## **ARTICLE 26 FOREPERSONS**

26.01 Any member of Local 625 who is designated as a foreperson shall be paid minimum of two dollars (\$2.00) per hour above the Class 1 General Labourers' rate.

Employers will designate a Foreperson where there are five (5) or more Employee Members of Labourers, L.I.U.N.A. Local 625

### **GENDER NEUTRALITY**

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

**SCHEDULE "A"**  
**CLASSIFICATIONS AND**  
**CRAFT JURISDICTION**

- CLASS 1** General Labourer;  
Employees installing conduit
- CLASS 2** Form Builders; Asphalt Rakers;  
Cement Finishers; Earth Boring  
Equipment Operators; Tunnel  
renovation; underground labourers
- CLASS 3** Carpenters; for all work in the Civil  
Sector; dinky operators, muckers and  
mucking machine operators, minors,  
mole operators, and mining machine  
operators
- CLASS 4** Topman
- CLASS 5** Pipelayer/Pipefitter
- CLASS 6** Foreman; All employees engaged in  
new sewer and watermain tunnels
- CLASS 7** **All employees engaged in new tunnel  
work as per LiUNA Local 183 Tunnel  
Agreement**
- CLASS 8** Flag persons

**SCHEDULE "B" WAGES**  
**ESSEX COUNTY - MAY 1, 2020**

Class	Base Rate	Vac. Pay	Health & Welfare	Legal	Pension Fund	Funds	Tri-Fund	Total Pkg	*** OPDC	Ind. Fund
1	32.21	2.58	2.80	0.05	8.00	1.94	0.05	47.63	0.40	0.07
2	32.41	2.60	2.80	0.05	8.00	1.94	0.05	47.85	0.40	0.07
3	32.81	2.63	2.80	0.05	8.00	1.94	0.05	48.28	0.40	0.07
4	33.21	2.66	2.80	0.05	8.00	1.94	0.05	48.71	0.40	0.07
5	33.71	2.70	2.80	0.05	8.00	1.94	0.05	49.25	0.40	0.07
6	34.21	2.74	2.80	0.05	8.00	1.94	0.05	49.79	0.40	0.07
7	<b>LIUNA! LOCAL 183 TUNNEL AGREEMENT</b>									
8	24.55	1.97	2.80	0.05	8.00	1.35	0.05	38.77	0.40	0.07

**Note: \*\*\* EMPLOYEE DEDUCTION**

**ESSEX COUNTY - MAY 1, 2021**

Class	Base Rate	Vac. Pay	Health & Welfare	Legal	Pension Fund	Funds	Tri-Fund	Total Pkg	*** OPDC	Ind. Fund
1	33.00	2.64	2.80	0.05	8.00	2.09	0.05	48.63	0.40	0.07
2	33.20	2.66	2.80	0.05	8.00	2.09	0.05	48.85	0.40	0.07
3	33.60	2.69	2.80	0.05	8.00	2.09	0.05	49.28	0.40	0.07
4	34.00	2.72	2.80	0.05	8.00	2.09	0.05	49.71	0.40	0.07
5	34.50	2.72	2.80	0.05	8.00	2.09	0.05	50.25	0.40	0.07
6	35.00	2.80	2.80	0.05	8.00	2.09	0.05	50.79	0.40	0.07
7	<b>LIUNA! LOCAL 183 TUNNEL AGREEMENT</b>									
8	25.34	2.03	2.80	0.05	8.00	1.50	0.05	39.77	0.40	0.07

**Note: \*\*\* EMPLOYEE DEDUCTION**

**ESSEX COUNTY - MAY 1, 2022**

Class	Base Rate	Vac. Pay	Health & Welfare	Legal	Pension Fund	Funds	Tri-Fund	Total Pkg	*** OPDC	Ind. Fund
1	33.50	2.68	3.00	0.06	8.00	2.34	0.05	49.63	0.40	0.07
2	33.70	2.70	3.00	0.06	8.00	2.34	0.05	49.85	0.40	0.07
3	34.10	2.73	3.00	0.06	8.00	2.34	0.05	50.28	0.40	0.07
4	34.50	2.76	3.00	0.06	8.00	2.34	0.05	50.71	0.40	0.07
5	35.00	2.80	3.00	0.06	8.00	2.34	0.05	51.25	0.40	0.07
6	35.50	2.84	3.00	0.06	8.00	2.34	0.05	51.79	0.40	0.07
7	<b>LIUNA! LOCAL 183 TUNNEL AGREEMENT</b>									
8	25.98	2.08	3.00	0.06	8.00	1.60	0.05	40.77	0.40	0.07

**Note: \*\*\* EMPLOYEE DEDUCTION****ESSEX COUNTY – MAY 1, 2023**

Class	Base Rate	Vac. Pay	Health & Welfare	Legal	Pension Fund	Funds	Tri-Fund	Total Pkg	*** OPDC	Ind. Fund
1	33.79	2.70	3.05	0.06	8.50	2.48	0.05	50.63	0.40	0.07
2	33.99	2.72	3.05	0.06	8.50	2.48	0.05	50.85	0.40	0.07
3	34.39	2.75	3.05	0.06	8.50	2.48	0.05	51.28	0.40	0.07
4	34.79	2.78	3.05	0.06	8.50	2.48	0.05	51.71	0.40	0.07
5	35.29	2.82	3.05	0.06	8.50	2.48	0.05	52.25	0.40	0.07
6	35.79	2.86	3.05	0.06	8.50	2.48	0.05	52.79	0.40	0.07
7	<b>LIUNA! LOCAL 183 TUNNEL AGREEMENT</b>									
8	26.27	2.10	3.05	0.06	8.50	1.74	0.05	41.77	0.40	0.07

**Note: \*\*\* EMPLOYEE DEDUCTION**

**ESSEX COUNTY - MAY 1, 2024**

Class	Base Rate	Vac. Pay	Health & Welfare	Legal	Pension Fund	Funds	Tri-Fund	Total Pkg	*** OPDC	Ind. Fund
1	34.29	2.74	3.15	0.06	8.60	2.64	0.05	51.53	0.40	0.07
2	34.49	2.76	3.15	0.06	8.60	2.64	0.05	51.75	0.40	0.07
3	34.89	2.79	3.15	0.06	8.60	2.64	0.05	52.18	0.40	0.07
4	35.29	2.82	3.15	0.06	8.60	2.64	0.05	52.61	0.40	0.07
5	35.79	2.86	3.15	0.06	8.60	2.64	0.05	53.15	0.40	0.07
6	36.29	2.90	3.15	0.06	8.60	2.64	0.05	53.69	0.40	0.07
7	<b>LIUNA! LOCAL 183 TUNNEL AGREEMENT</b>									
8	26.81	2.15	3.15	0.06	8.60	1.85	0.05	42.67	0.40	0.07

**Note: \*\*\* EMPLOYEE DEDUCTION****CHATHAM KENT COUNTY – MAY 01, 2020**

Class	Base Rate	Vac. Pay	Health & Welfare	Legal	Pension Fund	Funds	Tri-Fund	Total Pkg	*** OPDC	Ind. Fund
1	29.00	2.33	2.80	0.05	8.00	1.59	0.05	43.82	0.40	0.07
2	29.19	2.34	2.80	0.05	8.00	1.59	0.05	44.02	0.40	0.07
3	29.60	2.37	2.80	0.05	8.00	1.59	0.05	44.46	0.40	0.07
4	30.00	2.41	2.80	0.05	8.00	1.59	0.05	44.90	0.40	0.07
5	30.50	2.45	2.80	0.05	8.00	1.59	0.05	45.44	0.40	0.07
6	31.00	2.49	2.80	0.05	8.00	1.59	0.05	45.98	0.40	0.07
7	<b>LIUNA! LOCAL 183 TUNNEL AGREEMENT</b>									
8	21.73	1.74	2.80	0.05	8.00	1.35	0.05	35.72	0.40	0.07

**Note: \*\*\* EMPLOYEE DEDUCTION**

**CHATHAM KENT COUNTY MAY 01, 2021**

Class	Base Rate	Vac. Pay	Health & Welfare	Legal	Pension Fund	Funds	Tri-Fund	Total Pkg	***	Ind. Fund
1	30.01	2.40	2.80	0.05	8.00	1.71	0.05	45.02	0.40	0.04
2	30.19	2.42	2.80	0.05	8.00	1.71	0.05	45.22	0.40	0.07
3	30.60	2.45	2.80	0.05	8.00	1.71	0.05	45.66	0.40	0.07
4	31.01	2.48	2.80	0.05	8.00	1.71	0.05	46.10	0.40	0.07
5	31.51	2.52	2.80	0.05	8.00	1.71	0.05	46.64	0.40	0.07
6	32.01	2.56	2.80	0.05	8.00	1.71	0.05	47.18	0.40	0.07
7	<b>LIUNA! LOCAL 183 TUNNEL AGREEMENT</b>									
8	22.75	1.82	2.80	0.05	8.00	1.45	0.05	36.92	0.40	0.07

**Note: \*\*\* EMPLOYEE DEDUCTION****CHATHAM KENT COUNTY May 01, 2022**

Class	Base Rate	Vac. Pay	Health & Welfare	Legal	Pension Fund	Funds	Tri-Fund	Total Pkg	***	Ind. Fund
1	30.51	2.44	3.00	0.06	8.00	2.16	0.05	46.22	0.40	0.07
2	30.69	2.46	3.00	0.06	8.00	2.16	0.05	46.42	0.40	0.07
3	31.10	2.49	3.00	0.06	8.00	2.16	0.05	46.86	0.40	0.07
4	31.51	2.52	3.00	0.06	8.00	2.16	0.05	47.30	0.40	0.07
5	32.01	2.56	3.00	0.06	8.00	2.16	0.05	47.84	0.40	0.07
6	32.51	2.60	3.00	0.06	8.00	2.16	0.05	48.38	0.40	0.07
7	<b>LIUNA! LOCAL 183 TUNNEL AGREEMENT</b>									
8	23.57	1.89	3.00	0.06	8.00	1.55	0.05	38.12	0.40	0.07

**Note: \*\*\* EMPLOYEE DEDUCTION**

**CHATHAM KENT COUNTY MAY 01, 2023**

Class	Base Rate	Vac. Pay	Health & Welfare	Legal	Pension Fund	Funds	Tri-Fund	Total Pkg	*** OPDC	Ind. Fund
1	30.82	2.46	3.05	0.06	8.50	2.48	0.05	47.42	0.40	0.07
2	31.00	2.48	3.05	0.06	8.50	2.48	0.05	47.62	0.40	0.07
3	31.41	2.51	3.05	0.06	8.50	2.48	0.05	48.06	0.40	0.07
4	31.82	2.54	3.05	0.06	8.50	2.48	0.05	48.50	0.40	0.07
5	32.32	2.58	3.05	0.06	8.50	2.48	0.05	49.04	0.40	0.07
6	32.82	2.62	3.05	0.06	8.50	2.48	0.05	49.58	0.40	0.07
7	<b>LIUNA! LOCAL 183 TUNNEL AGREEMENT</b>									
8	24.13	1.93	3.05	0.06	8.50	1.60	0.05	39.32	0.40	0.07

**Note: \*\*\* EMPLOYEE DEDUCTION****CHATHAM KENT COUNTY MAY 01, 2024**

Class	Base Rate	Vac. Pay	Health & Welfare	Legal	Pension Fund	Funds	Tri-Fund	Total Pkg	*** OPDC	Ind. Fund
1	31.60	2.52	3.15	0.06	8.60	2.54	0.05	48.52	0.40	0.07
2	31.79	2.53	3.15	0.06	8.60	2.54	0.05	48.72	0.40	0.07
3	32.20	2.56	3.15	0.06	8.60	2.54	0.05	49.16	0.40	0.07
4	32.60	2.60	3.15	0.06	8.60	2.54	0.05	49.60	0.40	0.07
5	33.09	2.65	3.15	0.06	8.60	2.54	0.05	50.14	0.40	0.07
6	33.60	2.68	3.15	0.06	8.60	2.54	0.05	50.68	0.40	0.07
7	<b>LIUNA! LOCAL 183 TUNNEL AGREEMENT</b>									
8	24.78	1.98	3.15	0.06	8.60	1.80	0.05	40.42	0.40	0.07

**Note: \*\*\* EMPLOYEE DEDUCTION**



Max. Air Pressure During A Work Period In Pounds	Max. Hours In First Work Period	Max. Hours In Rest Period Between Work Period	Max Hours In Second Work Period	Max. Hours In Rest Period After Second Work Period
Above atmospheric but not more than 14	3.75	1.25	3.75	.25
Over 14 but not exceeding 20	3	2.25	3	.75
Over 20 but not exceeding 26	2	3.50	2	1.50
Over 26 but not exceeding 32	1.25	4.50	1.50	1.50
Over 32 but not exceeding 38	1	5	1	2
Over 38 but not exceeding 44	.75	5.50	.75	2
Over 44 but not exceeding 50	.50	6	.50	2

### ATMOSPHERIC

Above Atmospheric but not more than	14	\$2.00	7.50 hours
Over 14 not exceeding	20	4.00	6 hours
Over 20 not exceeding	26	6.00	4 hours
Over 26 not exceeding	32	8.00	2.75 hours
Over 32 not exceeding	38	10.00	2 hours
Over 38 not exceeding	44	12.00	1.50 hours
Over 44 not exceeding	50	14.00	1 hour

**SCHEDULE “C”**  
**DUES**

**ONTARIO PROVINCIAL DISTRICT COUNCIL  
(OPDC) DUES**

The Employer agrees to deduct from each Employee, for every hour worked, the amount of the OPDC hourly working dues as set in Schedule “B” and to remit the said dues to the Labourers’ Pension Fund of Central and Eastern Canada on or by the fifteenth (15<sup>th</sup>) of the following month that such deductions were made.

**Labourers’ Pension Fund of Central & Eastern Canada  
Box 9002  
Lakeshore West PO  
Oakville, ON L6K 0G1**

**LOCAL MONTHLY DUES**

The Employer agrees to deduct, from each Employee, monthly dues in the amount prescribed by the Union. The Employer shall remit said monthly dues to LIUNA Local 625 on or by the fifteenth (15<sup>th</sup>) of the following month that such deductions were made. The Union shall notify the Employers and the Association by November 15<sup>th</sup> of each year, the amount of monthly dues that are to be deducted beginning January 01 of the following year.

**SCHEDULE “D”**  
**FUNDS**

**FUNDS = (TRAINING FUND, ADMINISTRATION  
FUND & ORGANIZING FUND)**

The Employer agrees to contribute the amounts set out in Schedule “B”- “Funds” per hour worked, by bargaining unit employees, to Local 625 & the LIUNA Local 625 Training Trust on or by the fifteenth (15<sup>th</sup>) day of the month following the month that such hours were worked. These amounts shall be remitted to:

**LIUNA! Local 625**  
**2155 Fasan Dr.**  
**Oldcastle, ON.N0R 1L0**

**PENSION**

The Employer agrees to contribute the sum, for each hour worked, as outlined in Schedule “B” contained within this Agreement for Pension. These funds shall be remitted on or by the fifteenth (15<sup>th</sup>) day of the month following the month that such hours were worked and shall be remitted to:

**Labourers’ Pension Fund of Central and Eastern Canada**  
**Box 9002**  
**Lakeshore West PO**  
**Oakville, ON. L6K 0G1**

**HEALTH & WELFARE**

The Employer agrees to contribute the sum, for each hour worked, as outlined in the wage Schedule “B” contained within this Agreement for Health and Welfare. These amounts are to be remitted by the fifteenth (15<sup>th</sup>) day of

the month following the month such hours were worked and shall be accompanied by a remittance report for each Employee on a form prescribed by the Board of Trustees of the Fund.

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

**Trustees of L.I.U.N.A.  
Ontario Participating Locals (1981) Benefit Trust  
2155 Fasan Drive  
Oldcastle, Ontario, Canada. N0R 1L0**

#### **GROUP LEGAL BENEFIT PLAN**

The Employer agrees to contribute the sum, for each hour worked, as outlined in the wage Schedule "B" contained within this Agreement for the Legal Fund. These amounts are to be remitted on or by the fifteenth (15<sup>th</sup>) day of the month following the month that such hours were worked and shall be accompanied by a remittance report for each Employee on a form prescribed by the Board of Trustees of the Fund.

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

**Trustees of L.I.U.N.A.  
Group Legal Benefit Plan  
2155 Fasan Drive  
Oldcastle, Ontario, Canada  
N0R 1L0**

### **TRI-FUND**

The Employer shall pay the sum set out in Schedule “B” for each hour worked to the Labourers’ Pension Fund of Central and Eastern Canada on the fifteenth (15<sup>th</sup>) of the calendar month following the month that such deductions were made.

**Labourers’ Pension Fund of Central and Eastern Canada  
Box 9002  
Lakeshore West PO  
Oakville, ON. L6K 0G1**

### **EMPLOYER LABOUR RELATIONS FUND (Industry Fund)**

Every Employer Signatory to this Agreement shall pay into Employer Labour Relations Fund (Industry Fund) seven (\$0.07) cents per hour worked plus applicable HST on the total amount for all Employees covered by this Agreement. These amounts are to be remitted on or by the fifteenth (15<sup>th</sup>) day of the month following the month that such hours were worked and shall be accompanied by a remittance report for each Employee on a form prescribed by the Board of Trustees of the Fund.

The Employer shall remit these funds to:

**The Heavy Construction Association of Windsor  
2880 Temple Drive  
Windsor, Ontario, Canada. N8W 5J5**

**SCHEDULE “E”**  
**CLASSIFICATION AND CRAFT JURISDICTION**

(Subject to but not limited to)

Form building and concrete finishing for catch basins,  
Curbs, gutters and sidewalks,  
Sewer and appurtenances, Manholes, valve chambers and similar Sewer and roadway fixtures,  
Concrete finishing,  
Powder men and helpers,  
Operation of air drills (portable and wagon),  
Wire mesh installation and reinforcing steel for roads and highways,  
Interlock stone paving; setting, leveling, grouting of all pre-cast concrete,  
Graderperson working from previously surveyed stakes,  
Operation of jackhammers and all types of earth boring equipment,  
Concrete workers,  
Screeding and puddling,  
Floating and grouting of concrete,  
Diamond saw cutting and caulking,  
Operation of portable air compressors less than 210 cubic feet,  
Operation of concrete mixers less than 1 cubic yard capacity,  
Operation of self propelled hand compactors (walk behind),  
plate tampers,

Operation of water pumps less than 6 inches in discharge,  
Pipelaying and use of laser for Pipelaying,  
Caulking and jointing pertaining to all types of sewer pipe,  
Sliplining and associated grouting of utility lines (sewer and  
watermain),  
All types of watermains and watermain service tapping,  
Electrical conduits, and all underground installations,  
Mortar work,  
Labourers for all types of pile installation,  
Asphalt raking and shoveling,  
Aggregate and asphalt plant helpers,  
Spreader helpers,  
Stubcar unloader helpers,  
Cleaning, washing, painting of the Employer's equipment  
and barricades etc.,  
Operations of dinkys, mucking, mole and mining machines,  
Underground concrete work Form building and setting,  
Traffic Control.

**Concrete forming, placing and finishing of concrete for  
bridges, culverts, retaining walls and like structures  
including construction, reconstruction, maintenance and  
repair thereof.**

### SCHEDULE "F" ACCREDITATION CERTIFICATE

(Attached)

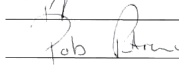
WITNESS WHEREOF THE PARTIES hereto have hereunto Affixed their hand and seals this 19 day of March, 2021.

The undersigned hereby acknowledges and agrees that the Foregoing Agreement and Schedules between the HEAVY CONSTRUCTION ASSOCIATION OF WINDSOR and the LABOURERS INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL, LOCAL 625, hereinafter named shall be binding upon the undersigned from and after the date of execution hereof in the same manner and to the same extent as if the undersigned had been originally parties thereto and had herein expressly set forth all the terms of the said Agreement.

**FOR THE EMPLOYER / H.C.A.**

**LiUNA LOCAL 625**





**NAME (PLEASE PRINT)**

**NAME (PLEASE PRINT)**

Jim Lyons

**ADDRESS:**

2880 Temple Drive  
Windsor, ON N8W 5L5

**PHONE:**

519-974-9680

**FAX:**

519-974-3854



File No.: 2131-11-R

**The Labour Relations Act, 1995**  
**Before the Ontario Labour Relations Board**

Between:

Heavy Construction Association of Windsor,

Applicant,

-and

Labourers' International Union of North America, Ontario  
Provincial District Council, Local 625,

Responding Party.

**Accreditation Certificate**

Upon the application of the applicant and in accordance with the provisions of the *Labour Relations Act, 1995* THIS BOARD DOOTH ACCREDIT the Heavy Construction Association of Windsor as the bargaining agent of:

all employers of employees for whom the Labourers' International Union of North America, Local 625 has bargaining rights in the heavy engineering, sewer and watermain and roads sectors of the construction industry in the Counties of Essex and Kent, save and except employers bound by and performing work under any of the following collective agreements:

- a) Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario; and
- b) Collective Agreement between the Ontario Association of Demolition Contractors and the Labourers' International Union of North

America, Ontario Provincial District Council  
and its affiliated Local Unions.

The employers for whom the Heavy Construction Association of Windsor becomes the bargaining agent under this accreditation certificate are: Amico Infrastructures Inc., Amicone Contractors Ltd., Badger Daylighting, Benoit Drainage Ltd., Bravo Cement Contracting Ltd., Co-Electric Ltd., Coco Paving Inc., Danruss Contracting Inc., Dean Construction Co. Ltd., Diponti Paving Ltd., D'Amore Construction (2000) Ltd., Dunn Paving Limited, Elmara Constr. Co. Ltd., Facca Inc., Fuller Construction (1986) Inc., Fullerton Construction (1986) Ltd., Giorgi Bros. (1994) Inc., Intrepid General Ltd., J & J Lepera Infrastructures Inc., J. Shepley Excavating/Shepley Exe. Ltd., LaSalle Backhoe Service, Jemini Construction Ltd., Jones Group, Major Construction (2010) Ltd., 1256458 Ontario Ltd. o/a Precast Concepts, Pierascenzi Construction, Pro-Bid, Sherway Contracting (Windsor) Ltd., SLR Contracting Group Inc., Smith Contracting, Windsor Factory Outlet Mall Ltd., Woodall Construction Co. Ltd. and Coco Concrete Inc. and such other employers for whose employees the Labourers' International Union of North America, Ontario Provincial District Council, Local 625 may, after September 27, 2011 obtain bargaining rights through accreditation certification or voluntary recognition in the sectors set out in the unit of employers described herein.

This accreditation certificate is to be read subject to the terms of the Board's Decision(s) in this matter and, accordingly, the bargaining unit described

herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

**DATED** at Toronto this 18th day of June, 2013.

ONTARIO LABOUR RELATIONS BOARD



A handwritten signature in black ink, appearing to read "Peter Gallus".

---

Peter Gallus  
Registrar

**Notes**

**Notes**

**Notes**

(April 12, 2021 / 09:37:21)

|120654-1 LiUNA625-HeavyConstructionAgreeme

**Labourers' International  
Union of North America**

**Local 625**

Office & Training Centre  
2155 Fasan Drive, R.R. #1  
Oldcastle, ON N0R 1L0

T: (519) 737-0373

F: (519) 737-0380

**LiUNA!**

*Feel the Power*



591G 707