

RAILROAD AGREEMENT



BETWEEN

THE ONTARIO RAILROAD CONTRACTORS ASSOCIATION

on their own behalf and on behalf of:

Violin Railroad Construction Co. Inc.

Accurate Railroad Construction Limited

PGM Rail Services Ltd., A&B Rail Services Ltd.

Penvidic Contracting Limited, OWS Railroad,

Railtech Ltd., Lacroix Railroad, Platinum Services

And PNR Railworks Inc., 2071438 Ontario Limited o/a

Complete Trax and EBS Engineering and Construction Limited

(hereinafter called the "Employer")

- AND -

LABOURERS INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL

on behalf of its affiliated

Local Unions 183, 247, 493, 527, 607, 625,

837, 1036, 1059, 1081 & 1089

(hereinafter called the "Union")



Effective December 1, 2010 to November 30, 2013

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Violin Railroad Construction Co. Inc.

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COLLECTIVE AGREEMENT

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COLLECTIVE AGREEMENT

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

B E T W E E N :

THE ONTARIO RAILROAD CONTRACTORS ASSOCIATION

on their own behalf and on behalf of:
Violin Railroad Construction Co. Inc.

Accurate Railroad Construction Limited
PGM Rail Services Ltd., A&B Rail Services Ltd.
Penvidic Contracting Limited, OWS Railroad,

Railtech Ltd., Lacroix Railroad, Platinum Services
And PNR Railworks Inc., 2071438 Ontario Limited o/a Complete Trax
and EBS Engineering and Construction Limited

(hereinafter called the "Employer")

- and -

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

(hereinafter called the "Union")

WHEREAS the parties have agreed to establish a Collective Agreement applicable to the Province of Ontario; and

WHEREAS the parties have agreed on standard language are

desirous to have uniform interpretation and application of the Agreement;
and

WHEREAS each Local Union represented by the District Council agrees to maintain the Council as their representative and agent for the purpose of bargaining collectively and concluding a Collective Agreement with the Employer in accordance with the Uniform Council Constitution and to delegate and they do hereby delegate to the District Council, as their representative and agent, their authority for members of their respective Local Unions who come within the scope of the Agreement and agree to not withdraw such authority nor to seek to bargain individually with the Employer.

NOW THEREFORE the parties agree as follows:

ARTICLE 1 - PURPOSE

1.01 The purpose of this Collective Agreement is to establish the wages, hours of work and certain other working conditions of the employees under this Agreement and the means by which grievances arising out of the interpretation, application and administration of this Agreement can be disposed of promptly and equitably.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees performing work covered by the classifications contained in this Agreement within the Province of Ontario, engaged in railroad construction, reconstruction, repair, maintenance, removal, alignment, grading, rehabilitation, emergency work, wherever located and without limiting the generality of the foregoing, includes work on railroad, public or private properties and rights of way of same for, signal, railroad companies, transit authorities, mines, plants, factories,

utilities, manufacturing, commercial, industrial or distribution facilities including associated or related work.

2.02 Non-working foremen, persons above that rank, office staff, survey and engineering staff and camp staff are excluded from this Agreement. Attached hereto and forming part of this Agreement is Schedule "A" which sets out the classifications covered by this Agreement.

In the event new classifications are introduced under the scope of this Agreement, the parties shall meet and negotiate the applicable wage rates which shall bear a proper ranking relationship to the wage rates set up in the Schedules of this Agreement.

2.03 Attached hereto as Schedule "B" is a list of Local Unions and their respective geographic jurisdictions.

ARTICLE 3 - UNION SECURITY

3.01 All employees, while working in a position covered by this Agreement shall, as a condition of employment, be a member of the Union and maintain such membership in good standing for the term of this Agreement.

3.02 The Employer shall be free to recall former employees, however, there will be no requirement for the Employer to recall an employee who had been laid-off longer than twelve (12) months, provided that such employees are in good standing with the Union. If an employee is sick at the time of recall, the time limit shall be extended to when the employee is medically fit to return to work. The employee shall furnish a medical certificate, if requested.

Should additional employees be required, the Employer will notify the applicable Local Union to provide such Local Union with an opportunity to refer employees with qualifications and experience appropriate for the type of work involved and if the applicable Local Union is unable to

provide sufficient qualified employees within twenty-four (24) hours, the Employer will be free to hire from whatever source is available. Employees who are not members of the Union will have ten (10) working days to apply for membership in the Union and will not be subject to replacement should a member subsequently become available.

3.03 The Employer agrees to deduct from each employee covered by the terms of this Agreement, local working dues at the rate provided for in the applicable Local Union Schedule which shall be remitted to the Secretary-Treasurer of the applicable Local Union by the (15th) day of the month following the month in which such deductions were made.

3.04 The Employer agrees to deduct Local Union working dues in the amount of three percent (3%) per hour worked, District Council Working Dues in the amount of thirty-five (\$0.35) cents effective December 1, 2008.

As a condition of employment, each Employer will deduct regular monthly union dues and working dues from the pay issued to employees each calendar month. The Union may direct the Employer to change the amount of dues upon thirty (30) days written notice. The Employer will also deduct the Union initiation fee (where such fee is applicable), providing employees authorize such deduction. It is recognized that in deducting the said initiation fee, employees may wish to have this amount deducted in two (2) successive steps and, if so, the Employer may deduct the initiation fees in this manner, upon notification from the Union.

3.05 Where the employee authorized the Employer, in writing, to deduct Union Initiation Fees from his pay, the Employer will honour such authorization and make and remit the deductions as authorized to the applicable Local Union.

3.06 The Union undertakes to hold harmless and agrees to indemnify the Employer, its successors, administrators and assigns, against any

liability incurred by each or all of them by reason of their having made any payment under this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union agrees that it is the exclusive function of the Employer:

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

(b) to hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, provided that a claim by an employee that he has been suspended, disciplined or discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure;

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

4.02 It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement or in a manner which is arbitrary, discriminatory or in bad faith.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 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.

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

Any person who feels he has a complaint arising out of this Agreement shall first discuss such matter with his immediate supervisor for explanation or correction.

Within sixty (60) days after the circumstances giving rise to the grievance occurred (except in the case of discharge grievances which shall be presented to the Employer in writing within five (5) days of the discharge) the parties shall meet and endeavour to settle the grievance. If a satisfactory settlement is not reached within seven (7) working days from this meeting, then the grievance may be submitted to a Committee consisting of two (2) members of the Union and two (2) members of the Employer at any time within five (5) days to resolve such grievance. In the event that a satisfactory settlement is not reached through this process, the grievance may be submitted to Arbitration as provided for in Article 7, within fourteen (14) days of such meeting but not later. Grievances dealing with alleged violation of payment for Vacation and Statutory Holiday Pay and Welfare contributions and dues may be brought forward within three (3) months of when such alleged violations became known or ought to have reasonably become known to the Union. It is further understood that the grievances arising out of alleged violations of rates of pay must be filed within fourteen (14) days after receiving the pay in dispute.

5.03 Grievances dealing with alleged violation of pension remittances shall be brought forward within sixty (60) days of receipt of the annual employee pension statement. Any adjustment will be made for the preceding calendar year.

ARTICLE 6 - EMPLOYER GRIEVANCES AND UNION GRIEVANCES

6.01 It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to Arbitration in the same manner as a grievance by an employee. Such grievance shall be processed at Step. No. 2 of the Grievance Procedure at any time within five (5) days after the circumstances giving rise to such grievance occurred or became known to the Employer.

6.02 A Union policy grievance which is defined as an alleged violation of this Agreement involving all or a substantial number of employees of the Employer in the bargaining unit in regard to which a substantial number of employees have signified an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in writing at Step No. 2 of the Grievance Procedure at any time within five (5) full working days after the circumstances giving rise to when such policy grievance occurred, or became known to the Union and if it is not settled at this stage, it may be referred to Arbitration in the same manner as a grievance of an employee.

ARTICLE 7 - ARBITRATION

7.01 The parties of this Agreement agree that any grievance properly arising under this Agreement which has been carried through all the steps of the Grievance Procedure outlined in Articles 5 and 6, which has not been settled, may be referred to a Board of Arbitration at the request of either of the parties.

7.02 Unless mutually agreed otherwise, the Board of Arbitration will be composed of one person appointed by the Employer, one person appoint-

ed by the Union and a third person to act as Chairman chosen by the other two members of the Board.

7.03 Within five (5) working days of the request of either party for Board, each party shall notify the other in writing of the name of its appointee.

7.04 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 Chairman.

7.05 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.

7.06 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 provision, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

7.07 Each of the parties to this Agreement will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman.

7.08 An affiliated Local Union intending to proceed to Arbitration before the Ontario Labour Relations Board under the provisions of section 133 of the Ontario Labour Relations Act, the said Local Union must send written notice to the Ontario Provincial District Council of its intent to proceed to final and binding Arbitration.

ARTICLE 8 - UNION REPRESENTATION

8.01 The Employer agrees to recognize such reasonable number of Stewards as may, from time to time, be appointed by the applicable Local

Union. It is agreed that a Steward may be appointed from among employees who are experienced on the class of work covered by the Agreement. The Employer shall not be obligated to recognize such Stewards until it has been informed in writing by the applicable Local Union of the name of the Steward so appointed. It is recognized that a Steward is an employee of the Employer and has regular duties to perform. A Steward may not leave his duties without prior permission from his foreman. Such permission shall not be unreasonably withheld. The applicable Local Union shall inform the Employer in writing of those who cease to be Stewards.

The Steward will not be excluded from overtime work, by crew or project, provided he is able to perform the work required and shall be one (1) of the last two (2) retained by the Employer if competent to do the available work remaining.

8.02 The accredited representatives of the applicable Local Union shall have access to all working areas during working hours, as necessary, for the administration of this Agreement, but in no case shall such visits interfere with the progress of work. When visiting a job, he will first advise the superintendent or other supervisory personnel as designated by the Employer. When clearance is required from the owner, it is the responsibility of the representative to obtain such clearance and the Employer agrees to give such assistance as is required.

8.03 **Certified Health & Safety Representative**

The Certified Health & Safety Representative will not be excluded from overtime work, by crew or project, provided he is able to perform the work required and shall be one (1) of the last three (3) retained by the Employer if competent to do the available work remaining.

ARTICLE 9 - PRODUCTIVITY

9.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means, the productivity of the individual worker and both will undertake individually and jointly to promote such increased productivity.

9.02 The Union agrees it will not involve the Employer in any disputes which may arise between the Union and any other Employer and the employees of such other Employer. The Union further agrees that it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

9.03 When a work claim dispute arises between the Union or an affiliated Local Union which is party to this Agreement, any other Union, person or organization which cannot be settled to the satisfaction of all parties concerned, such dispute shall only be processed as a complaint under Section 99 of the Ontario Labour Relations Act, where a work assignment has been made by the Employer, such assignment will not be changed.

9.04 Cross-Over Clause

In the event the Employer performs any road building, utility, sewer and watermain construction, pipeline construction, heavy construction or any other construction work, the Employer agrees to be bound by the applicable Union Agreements for any such work.

9.05 The employment of summer students during their school vacation period will be as agreed between the Employer and the applicable Local Union. Such Local Union may agree to waive the payment of initiation fees for such students and wage rates and other monetary conditions of employment must be mutually agreed upon by the applicable Local Union and the Employer. Unless otherwise agreed, summer students will not be subject to the mobility provision of Article 14.

9.06 During the lifetime of this Agreement, the Union agrees there will be no strike, slowdown or picketing or any other act which will interfere with the regular schedule of work and the Employer agrees that it will not cause or direct a lockout of its employees covered by this Agreement.

9.07 The Employer agrees to subcontract railway work done by employees covered by this Agreement to Employers who have an Agreement with the Union. If the company experiences difficulty fulfilling the requirements of this clause, the parties will meet to resolve this problem.

9.08 There will be no restriction on the mobility of employees employed pursuant to this agreement.

ARTICLE 10 - PAYMENT OF WAGES

10.01 (a) Wages shall be paid weekly by cash or cheque on the job, at the option of the Employer and shall be accompanied by a slip outlining all hours of work, the hourly rate, vacation pay, overtime hours, deductions for income tax, EI, Canada Pension, etc., where applicable. In the event that wages are paid by cheque, payday will be on Thursday by direct deposit.

(b) In the case of layoff, all employees shall receive two (2) hours notice in advance of the layoff or pay in lieu of notice.

(c) Whenever Employment Insurance Forms and pay cheques are not given to employees at the time of termination, they shall be mailed by the Employer affected to the employee to the last known address within three (3) days of the time of termination.

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

ARTICLE 11 - HOURS OF WORK, RATES OF WAGES, VACATION AND STATUTORY HOLIDAY ALLOWANCE AND WORKING CONDITIONS

11.01 The following provisions regarding Hours of Work and Overtime, Vacation Pay and Statutory Holiday Allowance, Statutory Holidays, Travel and Reporting Pay are applicable to all work covered by this Agreement in the Province of Ontario.

11.02 (a) **Hours of Work**

The standard hours of work for all employees covered by this Agreement shall be ten (10) hours per day - fifty (50) hours per week, exclusive of travelling time to and from the job, from Monday to Friday.

(b) **Overtime**

Overtime at the rate of one and one-half times (1 1/2x) the employee's regular hourly rate shall be paid for hours worked outside the regular hours as described above. Overtime at the rate of two times (2x) the employee's regular straight time rate will be paid for hours worked on a Sunday or Statutory Holiday.

(c) Snow clearing, which is separate from track work will not be subject to section 11.02 (b) above.

11.03 **Board and Travel**

(a) Daily transportation in a company vehicle shall be provided from the company yard or an assembly point to the work location and return each day.

The regular hourly rate for daily travel will be paid to employees travelling in a company vehicle in excess of thirty (30) minutes each way. Benefits and overtime are not applicable to travel, except as stated below.

When travelling from job to job on the same day, the hourly rate plus benefits will be paid.

(b) When an employee is required by his Employer to work out of town and to be away from his normal place of residence overnight, such employees shall be provided with suitable sleeping accommodation and a meal allowance. The Employer shall also provide a meal allowance or free hot meal to any employee after twelve (12) hours. The meal allowance is as follows:

Breakdown of Meal Allowance per day:

Effective	Current	Effective	Current
Breakfast	\$ 9.50	Monday (Dinner)	\$25.00
Lunch	\$14.50	Tuesday	\$49.00
Dinner	\$25.00	Wednesday	\$49.00
		Thursday	\$49.00
		Friday (Breakfast & Lunch)	\$24.00

An additional five dollars (\$5.00) once in each week for the first day they are out of town and an additional twenty dollars (\$20.00) for the last day, provided they are not back in the yard or assembly point by 6:00 p.m.

(c) Employees travelling in a company vehicle to an out of town job will be paid the regular hourly rate at the start of the job and return at the end of the job, in excess of 30 minutes each way. This allowance will not be paid to employees returning home on weekends, in a company vehicle, prior to the completion of such out of town jobs, unless the employees are sent to another location prior to the completion of the out of town project. In such cases, the applicable travel allowance will be paid. If company vehicles are not available, at the discretion of the employer, employees may drive personal vehicles to start an out of town

job and a vehicle travel allowance will be paid as per the terms of the Canada Revenue Agency (CRA). The travel allowance will also be paid upon the completion of the out of town job. Applicable travel allowance will be paid as per terms of CRA (Canada Revenue Agency).

(d) When truck drivers are required to deliver “materials only” to job sites, excluding periodic drop offs, this will be computed as regular working hours and their overtime will be paid accordingly. Drivers will be paid regular rates, plus benefits.

(e) T2202 or other such form as is required by CRA will be provided to all employees along with statement of reimbursed expenses.

11.04 **Holidays**

(a) Vacation Pay and Statutory Holiday Pay Allowance will be calculated at the rate of ten percent (10%) of gross earnings. Vacation and Statutory Holiday Pay will be remitted to the Vacation With Pay Trust Fund designated by the Union. Such Trust Fund will be jointly and equally trustee. For those local Unions who do not have a Vacation Pay Trust Fund, the vacation pay rate of ten percent (10%) shall be included in the member’s weekly pay.

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

(b) The following shall be recognized Statutory Holidays:

New Year’s Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day
Boxing Day	Family Day

11.05 An employee who reports for work at his normal starting time, who had not been told in advance not to report, will receive four (4) hours work

or pay in lieu thereof. Such allowance will be one (1) hour if unavailability of work is due to inclement weather. One (1) hour will apply for reporting to the assembly point.

ARTICLE 12 - MAINTENANCE OF EXISTING RATES

12.01 No present employee shall suffer a reduction of his rate of wages, vacation and statutory holiday's allowance, pension, welfare and other benefits through the introduction of this Collective Agreement. The provision of this clause is subject, however, to the mobility provision as described in Article 14 of this Collective Agreement.

ARTICLE 13 - JOINT LABOUR MANAGEMENT COMMITTEE

13.01 A Joint Labour Management Committee shall be established consisting of two (2) Senior Representatives of the Employer and an equal number from the Union. They shall meet on quarterly basis and will be responsible for improving Labour Management Relations, productivity and formulating recommendations aimed at bringing about standard provisions in the Collective Agreement on matters such as Hours of Work, Overtime, Statutory Holidays, Classifications, Shift Premiums, Employee Benefits, Board Allowances and One Standard Agreement covering all employees.

The Labour Management Committee will develop the procedure to be followed and method of recording the qualifying time worked by employees in the Trackman >B= and Trackman >C= categories.

ARTICLE 14 - MOBILITY

14.01 The parties to this Agreement acknowledge that because of the extraordinary safety requirements of railroad work and the specialized nature

of the work covered by this Agreement, it is necessary that the Employer have experienced and qualified employees and both parties shall cooperate to the end that all employees hired for work under this Agreement will be capable of performing such work in an experienced, efficient and safe manner.

14.02 Once an original crew is assembled and employed in conformity with this Agreement, the Employer shall have the right to keep such crew on all work within the geographic area covered by this Agreement.

14.03 Employees classified as Trackman 'B' or Trackman 'C' (unskilled) will be hired locally provided that a Local Union receiving notice under Article 15.01 immediately confirms that it has qualified members available in sufficient numbers to meet the Employer's requirements in the area where the job is located. If confirmation is not received within twenty-four (24) hours, the mobility provisions of this Article will apply.

14.04 There will be no restriction on the mobility of employees engaged in emergency work. Emergency work will be defined as work that is expected to last not more than four (4) consecutive working days.

14.05 Track retirements or take-up work shall be excluded from this Agreement, except that regular employees assigned to such work will continue to receive the rates and conditions contained in its Agreement, this exemption will apply to employees hired for such track retirement or take-up work.

Clarification was this article only applies for track retirement. Regular Schedule of wages apply when work done by regular forces.

ARTICLE 15 - PRE-JOB OR JOB CONFERENCE

15.01 The Employer will notify the applicable Local Union when undertaking work in a geographic area other than the area in which he normally works. Except for an emergency situation, the company agrees to notify

the local Union when working in their jurisdiction, in case of an emergency the company agrees to make its best effort to notify the local Union.

15.02 A pre-job conference may be called at the request of either party.

15.03 The provisions of Article 15.02 will not apply to emergency work.

ARTICLE 16 - PROTECTIVE CLOTHING

16.01 On all jobs where employees are continuously employed, shelter (heated when necessary) will be provided for employees to eat their lunch and store their clothing. The facilities referred to herein will be provided before production work commences on the job. It is understood that the provisions of this section do not apply to jobs of less than thirty (30) working days duration.

16.02 Sanitary toilets shall be provided in accordance with the provisions of the Occupational Health and Safety Act of Ontario.

16.03 The Employer shall supply approved safety helmets, safety glasses, leg protection, gloves, CSA certified rubber boots, swamper suits for Vac Truck Employees and other protective and wet weather equipment when required, to employees at no cost. Employees are required to wear personal protective clothing and apparatus as required for the work they are engaged in. They will be responsible for maintaining PPE in good condition and will be required to return such equipment in good condition, subject to normal wear.

16.04 Drinking water and paper cups will be provided for employees on all jobs and that washing water will be provided where outlets are available to the Employer. If a trailer is used at the job site for storage of tools and equipment, in addition to use as lunchroom facilities (heated when necessary), the tool storage area will be partitioned off.

16.05 The Employer shall furnish to an employee injured in his employ-

ment who is in need of it, immediate transportation to a hospital or to a physician.

16.06 An employee who is injured in the course of his employment and is required to leave for treatment or is sent home because of such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

16.07 The trucks to be used to transport employees will be covered. No materials will be carried in the trucks in a manner endangering the safety of the employees being transported.

16.08 No employee will be discharged by his Employer because he fails to work in unsafe conditions contrary to the provisions of the Occupational Health and Safety Act of Ontario. Any refusal by an employee to abide by such regulations after being duly warned will be sufficient cause for dismissal.

16.09 The Employer agrees to provide employees, whose hours are over 900 per year, \$400.00 towards work boots upon signing this Collective Agreement. Receipt for the work boots is not necessary.

16.10 No personal entertainment devices such as phones, blackberries, i-phones, i-pods and/or similar devices shall be used during working hours, nor shall they be turned on, except during lunch breaks, regular work breaks, job site emergencies, or where prior approval is obtained from the employee's supervisor. Steward has right to use cell phone.

ARTICLE 17 - TRUST FUNDS

17.01 Trust Fund contributions shall be remitted by the fifteenth (15th) day of the month following the month for which contributions are made, together with such supporting information as is specified by the Trustees of the Funds.

17.02 At no time shall Employer contributions due to the Trust Funds

provided herein be paid directly to the employees.

17.03 It is agreed that the Trustees of the Benefit Fund shall be empowered to charge interest at two percent (2%) per month, twenty-four percent (24%) per annum, on failure of an Employer to make payments due to the Trust Fund in accordance with Article 17.01 above.

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

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

17.06 The Employer agrees that pension and welfare contributions shall be remitted to the Trust Fund of the home Local Union as designated by each employee at the time of hire.

ARTICLE 18 - PENSION, WELFARE, TRI-FUND, ETC. CONTRIBUTIONS

18.01 The Employer agrees to contribute the amounts for pension, health and welfare and Tri-Fund as set out in Schedule 'A' of this Agreement for each hour worked to the appropriate Trust Funds designed in the attached Schedule 'C' to receive such amounts.

Schedules 'A' and 'C' attached hereto are hereby made part of this Agreement.

18.02 The Union, upon thirty (30) days notice, may amend any of the contributions or deductions, provided that the total wage package remains the same.

18.03 Any provincial or federal taxes required to be paid by the Employer on contributions under this Agreement are not included in the specified amounts set out herein.

The Employer shall pay provincial retail sales tax on contributions to the Members Benefit Fund and remit such taxes to the said Fund, together with the contributions on which such tax is paid.

ARTICLE 19 - GOVERNMENT LEGISLATION

19.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable federal or provincial law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provision, without in any way affecting the remainder of the Agreement.

19.02 Deemed Assignment of Compensation under the Employment Standards Amendment Act, 1991 - The Trustees of the Employee Benefit Plans referred to in this Collective Agreement shall promptly notify the Union of the failure by any Employer to pay any employee benefit contributions required to be 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 the Regulation to the Employment Standards Amendment Act, 1991, in relation to the Employee Wage Protection Program.

ARTICLE 20 - REFRESHMENT AND LUNCH BREAK

20.01 An employee will be allowed to have one (1) paid refreshment break of ten (10) minutes during each half (2) of his working shift.

20.02 Regular day shift employees shall be allowed one non-paid half (1/2) hour lunch break near the midpoint of the shift. It is understood that no employee will be required to work more than five (5) consecutive hours without a lunch break.

ARTICLE 21 - AMENDMENT OR EXEMPTION

21.01 Where the application of certain Articles or Sections of this Agreement work a hardship on the Employer, the parties may reach a Memorandum of Amendment or Exemption in writing, to amend or except certain clauses or provisions of this Agreement.

A Memorandum of Exemption or Amendment will apply equally to all member Employers and member Local Unions for the area involved and during the term of such exemption or amendment.

ARTICLE 22 - APPRENTICE PROGRAM

22.01 The parties agree to recognize and support the Construction Craft Workers Apprenticeship with the Ministry of Training, Colleges and Universities. They also agree to participate in Local Apprenticeship Committees (LAC) to develop and implement programs and plans of training for work covered by this Agreement. Such programs and plans of training shall be incorporated in their entirety into and form part of this Agreement.

ARTICLE 23 - DURATION OF AGREEMENT

23.01 This Agreement shall become effective on the 1st day of December 2010 and shall remain in effect until the 30th day of November 2013 and shall continue in force from year to year thereafter, unless either party shall furnish to other with notice of termination or proposed revision of this Agreement within ninety (90) days before the 30th day of November 2013, or in a like period in any year thereafter.

ARTICLE 24 - BEREAVEMENT LEAVE

24.01 The employer will grant upon request three (3) working days leave of absence with pay at the rate of \$100 per day in the event of the death of an employees father, mother, spouse, child, brother or sister. This payment will apply where it is otherwise covered by an employees existing benefit plan.

ARTICLE 25 - SIGNAL WORK

For employers engaged in railroad signal and communication construction and maintenance, please refer to the Signal Schedule which forms part of this agreement.

ARTICLE 26 - RAILROAD MAINTENANCE & INSPECTION SCHEDULE FOR GO TRANSIT

For employers engaged in railroad maintenance and inspection work on GO TRANSIT jobs or sites, please refer to the Railroad Maintenance & Inspection Schedule for GO TRANSIT which forms part of this agreement.

IN WITNESS WHEREOF the party of the First Part and the Party of the Second Part have caused their proper officers to affix their signature this 14th day of December, 2010.

FOR THE EMPLOYER:
**Violin Railroad
Construction Co. Inc.**

(PRINT NAME)

PGM Rail Services Ltd.

(PRINT NAME)

Penvidic Contracting Limited

(PRINT NAME)

Railtech Ltd.

(PRINT NAME)

**EBS Engineering and
Construction Ltd.**

(PRINT NAME)

PNR Railworks Inc.

(PRINT NAME)

**Accurate Railroad
Construction Limited**

(PRINT NAME)
Bob Wilson

A&B Rail Services Ltd.

(PRINT NAME)
D.G. Wilfong

OWS Railroad

(PRINT NAME)

Lacroix Railroad

(PRINT NAME)

**2071438 Ontario Ltd. o/a
Complete Trax**

(PRINT NAME)

Platinum Services

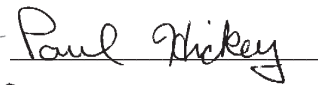
(PRINT NAME)
Leo Lafleur

FOR:
**LIUNA Ontario Provincial
District Council**



Cosmo MANNELLO

(PRINT NAME)



PAUL Hickey

(PRINT NAME)

(PRINT NAME)

(PRINT NAME)

(PRINT NAME)

(PRINT NAME)

LETTER OF UNDERSTANDING NO. 1

This letter sets out in general terms the skill requirements of employees in the Trackman 'A' classification and the agreed training and probation periods for the Trackman 'B' and Trackman 'C' classifications.

Trackman 'A'

- Must be familiar with current operating and safety rules of railroad companies.
- Must be familiar with hand tools and their use.
- Must be able to operate the following and similar hand and power tools:
 - Rail Saw
 - Drill
 - Bolting Machine
 - Track Jack
 - Spike Puller
 - Spike Driver
 - Rail Grinder
 - Rail Shear
 - Torch
 - Thermite Welding
 - Vibratool Tamper
 - Compactor 100 HP and under
- Must be able to unload ballast.

- Must be familiar with rail sections and accessories and correct installation procedure.
- Must be familiar with switch installation, layout and construction and must be able to do switch adjustment.

An employee classified as Trackman 'C' would remain so classified for a maximum period of 1 calendar year before being promoted to Trackman 'B'; an employee classified as Trackman 'B' would remain so classified for a minimum period of ninety (90) working days before being eligible for promotion to Trackman 'A'.

LETTER OF UNDERSTANDING NO. 2

Without limiting the generality of this Agreement, the following is a list of equipment that is included in the 'Trackmachine Man' classification.

1. Tamper - including Electromatic - Auto Lift, Line & Tamp
2. Ballast Regulator, Snow Plow & Broom Attachment
3. Hi Rail Track Equipment - Rail Crane, Speedswing, Donelli, Shuttle Wagon
4. Tie Crane
5. Tie Remover
6. Tie Inserter
7. Boom Truck - Including Tractor Trailer
8. Automatic Spike Driver
9. Automated Track Under/Cutter
10. Automated Track Sled
11. Anchor Applicator
12. Anchor Snubber
13. Locomotive Driver
14. Skid Steer Loader
15. Compactor, over 100 H.P.
16. Fork Lift

LETTER OF UNDERSTANDING NO. 3

The parties to the Collective Agreement recognize that production gang work has different requirements than other work performed under the Collective Agreement. Accordingly, the parties agree as follows:

1. Definitions

“Production Gang Work” is work that is performed by a crew of eight (8) or more that performs work under this Agreement on an operating railway such as CN, CP, GO, OVR, etc. It is understood that a crew may consist of different employees over the course of the year and may consist of the Employer’s regular employees and/or employees who are provided by a Union Local through the referral provisions of Article 3.02. It is understood that the crew may work on different contracts throughout the course of the year while moving throughout the province.

Further, travel and or work assignments may include locations outside of Ontario, in which case the terms and conditions of this agreement shall remain in effect for all Employees normally governed by same. In addition, the Union and the Employer agrees to discuss project specific requirements which may require one time only modifications to certain articles of this Agreement.

2. Hours of Work and General Labour

It is agreed that production gang work may either be performed using the standard hours of work set out in the Collective Agreement or by using the following modified provisions with respect to hours of work and overtime:

Standard hours of work for a two (2) week work cycle of then (10) hours per day for ten (10) continuous days followed by four (4) days off. The ten (10) continuous days shall consist in the first week of Tuesday through Saturday inclusive and in the second week Sunday through

Thursday inclusive. Overtime shall be paid at the rate of one and one half times (1-1/2) the employee's regular hourly rate for hours worked outside their regular hours. Overtime at the rate of two times (2X) the employee's regular straight time rate will be paid for hours worked on the last two (2) days off in the two (2) week work cycle. In addition, employees working on this two (2) week work cycle shall receive a shift premium of one dollar (\$1.00) an hour for all hours worked on this ten (10) days of four (4) days off shift.

3. The Employer shall be entitled to utilize employees in a classification of "General Labour" for production gang work. General Labour employees are to be paid at seventy percent (70%) of the Trackman 'A' rate and the use of General Labour employees are subject to the following restrictions:

(a) General Labour employees may only be utilized on production gang work.

(b) Employees currently classified as Trackmen, Trackmachine Men or Working Foreman shall never be demoted or displaced into the General Labour classification even if they are only performing unskilled work.

LETTER OF UNDERSTANDING NO. 4

Regular and new employees, shall be required to obtain the following certificates within twelve (12) months from date of employment:

- Confined Spaces
- Traffic Control
- Standard First Aid - CPR
- WHMIS
- Fall Arrest

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

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

CROR will start training two (2) times per year but will not come into effect until there is a qualified trainer available to the Union. The Employees will assist to help the Union to obtain trainers and arrange suitable times for training to be conducted.

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

PNR RAILWORKS INC.

(the "Employer")

and

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

On behalf of its affiliated Local Unions

183, 247, 493, 506, 527, 607, 625, 837, 1036, 1059, 1081 and 1089

(the "Union")

WHEREAS the Parties wish to make explicit the division of work between the Railroad Maintenance & Inspection Agreement and the Railroad Agreement;

THE PARTIES AGREE AS FOLLOWS:

1. The Railroad Maintenance & Inspection Agreement between the Employer and the Union was negotiated for, and applies to, railway inspection and general track maintenance for an operating railway for GO Transit only.
2. Subject to paragraph 1 above, all other railroad work is to be performed pursuant to the terms of the Railroad Agreement.

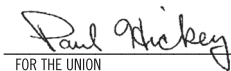
Dated at Oakville, Ontario, this 7 day of March, 2011



FOR THE EMPLOYER

David Hudson

(PRINT NAME)



FOR THE UNION

Paul Hickey

(PRINT NAME)

SCHEDULE "A"

Wage Rates

Trackman 'A'									
Effective Date	Hourly Rate	Vac. Pay	Hlth. & Welf.	Pens.	Training Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues
12/01/09	26.68	2.66	2.37	6.10	--	0.05	37.86	3%	0.35
12/01/10	27.21	2.73	2.42	6.60	0.15	0.05	39.16	3%	0.35
12/01/11	28.17	2.82	2.47	6.60	0.15	0.05	40.26	3%	0.35
12/01/12	29.17	2.92	2.52	6.60	0.15	0.05	41.41	3%	0.35
Trackman 'B'									
12/01/09	24.44	2.43	2.37	6.10	--	0.05	35.39	3%	0.35
12/01/10	24.97	2.50	2.42	6.60	0.15	0.05	36.69	3%	0.35
12/01/11	25.92	2.60	2.47	6.60	0.15	0.05	37.79	3%	0.35
12/01/12	26.92	2.70	2.52	6.60	0.15	0.05	38.94	3%	0.35
Trackman 'C'									
12/01/09	22.17	2.21	2.37	6.10	--	0.05	32.90	3%	0.35
12/01/10	22.70	2.28	2.42	6.60	0.15	0.05	34.20	3%	0.35
12/01/11	23.65	2.38	2.47	6.60	0.15	0.05	35.30	3%	0.35
12/01/12	24.65	2.48	2.52	6.60	0.15	0.05	36.45	3%	0.35
Trackmachine Man									
12/01/09	27.43	2.73	2.37	6.10	--	0.05	38.68	3%	0.35
12/01/10	27.95	2.81	2.42	6.60	0.15	0.05	39.98	3%	0.35
12/01/11	28.91	2.90	2.47	6.60	0.15	0.05	41.08	3%	0.35
12/01/12	29.91	3.00	2.52	6.60	0.15	0.05	42.23	3%	0.35
Working Foreman									
12/01/09	28.63	2.86	2.37	6.10	--	0.05	40.01	3%	0.35
12/01/10	29.16	2.93	2.42	6.60	0.15	0.05	41.31	3%	0.35
12/01/11	30.12	3.02	2.47	6.60	0.15	0.05	42.41	3%	0.35
12/01/12	31.12	3.12	2.52	6.60	0.15	0.05	43.56	3%	0.35

Underground Workers

A premium pay of dollar one fifty (\$1.50) per hour will be paid when employees are working underground in mines and tunnels.

Production Gang Work

Shift premium of one dollar (\$1.00) an hour for all hours worked on 10 days (10), 4 days (4) off shift as per Letter of Understanding No.3.

Bonus wage increase

The wage rate will increase fifty cents (\$0.50), in the second year of the contract, if the Union is able to certify and enter into a collective agreement with one of the four non-union companies identified below.

The wage rate will increase fifty cents (\$0.50), in the third year of the contract, if the Union is able to certify and enter into a collective agreement with two of the four non-union companies identified below.

Targeted Non-Union companies

1. Total Track
2. Swift Railroad Contractors Corporation
3. D & S Railway Construction Inc.
4. Complete Trax

SCHEDULE “B”

ASSOCIATION / LOCAL UNION INFORMATION AND GEOGRAPHIC JURISDICTIONS

LIUNA Central & Eastern Canada Regional Office

44 Hughson Street South Phone: (905) 522-7177
Hamilton, Ontario L8N 2A7 Fax: (905) 522-9310
Regional Manager: Joseph Mancinelli

LIUNA Ontario Provincial District Council

1315 North Service Rd. East Phone: (289) 291-3678
7th Floor, Suite 701 Fax: (289) 291-1120
Oakville, ON L6H 1A7
Business Manager: Cosmo Mannella

LIUNA Local 183

1263 Wilson Avenue, Suite 200 Phone: (416) 241-1183
North York, Ontario M3M 3G3 Fax: (416) 241-9845
Business Manager: Jack Oliveira

Metropolitan Toronto, the Counties of York and Peel, the Township of Esquesing, and the Towns of Oakville and Milton in the County of Halton, and the Township of Pickering in the County of Ontario and the County of Simcoe. The work jurisdiction of Local 183 shall be determined in accordance with the Agreement on jurisdiction between Local 183 and Local 506 which Agreement was ratified and accepted by the Labourers' International Union of North America.

The Counties of Peterborough, Victoria and Haliburton, east part of Northumberland County on a line running from Lake Ontario to Rice Lake, including Cramahe, Percy, Seymore, Brighton and Murray Township. The County of Ontario (with the exception of part of Pickering Township on a

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

Labourers' International Union of North America, Local 247

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

Area 29, the Counties of Lennox, Addington, Frontenac and Leeds. Area 12, Prince Edward County and the Townships of Lake Tudor, Grimsthorpe, Marmora, Madoc, Elzevir, Rawson, Huntingdon, Hungerford, Sidney, Thurlow and Tyendinaga in the County of Hastings. Zone IV, all of the County of Hastings outside Area 12.

Labourers' International Union of North America, Local 493

392 Montague Avenue Phone: (705) 674-2515
Sudbury, Ontario P3C 4G5 Fax: (705) 674-6728
Business Manager: Mike Ryan

District of Sudbury, Manitoulin Island, Nipissing, Algonquin Provincial Park, Temiskaming, Parry Sound and part of the District of Cochrane lying south of the 49th parallel of latitude, including a fifty (50) mile radius of the Timmins Federal Building, Cockburn and all other islands situated in Georgian Bay of Lake Huron.

Labourers' International Union of North America, Local 527

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

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

Construction and Allied Workers Local Union 607

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

The Districts of Kenora, including the Patricia portion, Rainy River, Thunder Bay and that part of the District of Cochrane which lies north of the forty-ninth (49th) parallel of latitude and is not in Ontario Labour Relations Board Area 19.

Labourers' International Union of North America, Local 625

2155 Fasan Drive, R.R. 1 Phone: (519) 737-0373
Oldcastle, Ontario N8Y 1Z7 Fax: (519) 737-0380
Business Manager: Robert Petroni

The Counties of Essex and Chatham Kent.

Labourers' International Union of North America, Local 837

44 Hughson Street South Phone: (905) 529-1116
Hamilton, Ontario L8N 2A7 Fax: (905) 529-2723
Business Manager: Manuel Bastos Niagara Phone: (905) 227-1837

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

Labourers' International Union of North America, Local 1036

395 Korah Road Phone: (705) 942-1036
Sault Ste. Marie, Ontario P6C 4H5 Fax: (705) 942-1015
Business Manager: Wayne Scott

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

Labourers' International Union of North America, Local 1059

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

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

Labourers' International Union of North America, Local 1081

812 Lawrence Street Phone: (519) 653-3333
Cambridge, Ontario N3H 2N1 Fax: (519) 653-8086
Business Manager: Manuel Andrade

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

Labourers' International Union of North America, Local 1089

1255 Confederation Street Phone: (519) 332-1089
Sarnia, Ontario N7S 4M7 Fax: (519) 332-6378
Business Manager: Mike Maitland

The County of Lambton.

SCHEDULE “G”

FUND NAMES AND REMITTANCE ADDRESSES FOR ALL TRUST FUNDS

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

Pension and OPDC Dues:

For all Local Unions, make cheque payable to:

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

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

Tri-Fund:

For all Local Unions, make cheque payable to the Canadian Tri-Fund and shall be remitted directly to:

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

Welfare, Vacation and Holiday Pay:

Local Union:	Payable to:	Mail to:	Phone/Fax:
Local 183 (Eastern)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave., Ste. 205 Toronto, ON M2M 3G2	[Tel: (416) 240-7480] [Fax: (416) 240-7488]
Local 247	The Labourers’ Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue Toronto, ON M3H 1V2	[Tel: (416) 635-6000] [Fax: (416) 635-6464]

Local Union:	Payable to:	Mail to:	Phone/Fax:
Local 493	Labourers' Local 493 Welfare Trust Fund	c/o J.J. McAteer & Assoc. Employee Benefit Plan Services 45 McIntosh Drive Markham, ON L3R 8C7	[Tel: (905) 946-8655] [Fax: (905) 946-2535]
Local 527	LIUNA Local 527 Benefit Funds	c/o LIUNA Local 527 6 Corvus Court Ottawa, ON K2E 7Z4	[Tel: (613) 521-6565] [Fax: (613) 521-6580]
Local 607	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue Toronto, ON M3H 1V2	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 625	Trustees of the L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust	c/o The Royal Bank of Canada P.O. Box 9380, Station A Toronto, ON M5W 3M2	[Tel: (416) 635-6000] [Fax: (416) 635-6461]
Local 837	LIUNA Local 837 Welfare Fund Local 837 (Hamilton) Vacation Pay Trust Fund	All remittances to: c/o LIUNA Local 837 44 Hughson St. South, Hamilton, ON L8N 2A7	[Tel: (905) 529-1116] [Fax: (905) 529-2723]
Local 1036	Labourers' Local 1036 Employee Benefit Trust Fund	c/o Royal Bank of Canada P.O. Box 9285, Station "A" Toronto, ON M5W 3M1	
Local 1059	The Labourers' Multi-Local Welfare Trust Fund	c/o LIUNA Local 1059 Benefit Trust 545 Wilson Avenue, Toronto, ON M3H 1V2 (or designated alternative with 60 days written notice by Local 1059)	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 1081	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue, Toronto, ON M3H 1V2	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 1089	Labourers' Local 1089 (Sarnia) Benefit Trust Fund	c/o LIUNA Local 1089 1255 Confederation Street Sarnia, ON N7S 4M7	[Tel: (519) 332-1089] [Fax: (519) 332-6378]

**THE ONTARIO RAILROAD
CONTRACTORS ASSOCIATION
AGREEMENT**

THE **MPH** GROUP

mphgraphics.com

