



# LIUNA!

## LOCAL 183

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December 20, 2017

### Delivered Via Facsimile (905) 629-0587

The Greater Toronto Sewer and  
Watermain Contractors' Association  
5045 Orbitor Drive,  
Mississauga, Ontario, L4W 4Y4

**Attention: Mr. Giovanni Cautillo, Executive Director**

Dear Sir:

**RE: LIUNA OPDC and UTILITY CONTRACTORS' ASSOCIATION**  
**RE: APPLICATION OF SCHEDULE D**

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**We request that you bring this letter, or the contents of this letter, to the attention of your members who are engaged in hydro excavation/air excavation work.**

The Greater Toronto Sewer and Watermain Contractors' Association and the Labourers' International Union of North America, Local 183 ("the Union") are parties to a collective agreement ("the GTSWCA Collective Agreement") which contains a Schedule D applicable to hydro/air excavation work. The Union is also bound by collective agreement between the Labourers' International Union of North America, Ontario Provincial District Council and the Utility Contractors' Association of Ontario ("the UCA Collective Agreement") which also contains provisions applicable to hydro/air excavation work. We wish to advise that LIUNA OPDC and the UCA have entered into a Schedule D to Appendix 1, applying to all hydro/air excavation work in OLRB Geographic Areas 8, 9, 10, 11, 12, 18, 29 and the County of Hastings. A copy of that schedule is attached.

The Union understands that many of the contractors bound to the GTSWCA Collective Agreement have been applying that collective agreement to hydro/air excavation work relating to sewer and watermain construction, and also to utilities construction. We have committed to the Utility Contractors' Association that we will police and enforce their collective agreement and ensure that all companies for whom the Union holds bargaining rights who are performing hydro/air excavation relating to utilities construction apply the UCA Collective Agreement.



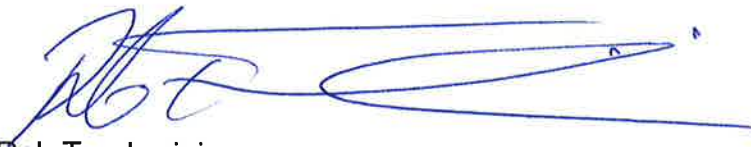
*Feel the Power*

The purpose of this letter is to advise all parties of the existence of the Schedule D to the UCA Collective Agreement and the applicable rates. While it is our position that there can be no estoppel against an accredited collective agreement, this letter gives notice of our intention to rely upon our strict legal rights and any estoppel is hereby brought to an end.

You contractor members should be aware of the rates set out Schedule D of the UCA Collective Agreement. Please note that pursuant to Article 1(b) any person who is currently receiving an hourly rate which is higher than that set out in Schedule D with respect to hydro/air excavation work must have their rate red circled and be maintained until they reach or exceed the current rate. Please also ensure that your contractors are aware that the UCA Schedule D provides for up to ten (10) hours per day (plus up to two (2) hours travel time) before overtime premiums must be paid. Additionally, overtime at 1.5 times the rate must be paid for all hours worked on Saturday and 2 times the hourly rate for any hours worked on Sundays.

We will be enforcing the UCA Schedule D rate with respect to utilities construction from January 1, 2018 and continuing. Accordingly, should you or any of your members have any questions with respect to the Schedule prior to that date, they may contact the writer at 416-206-0019.

Sincerely,



Rob Tamburini  
Sector Co-Ordinator  
GW/jc  
Enclosures

cc: *Jack Oliveira, Business Manager, LIUNA Local 183*  
*Leo Campione, Sewer and Watermain Sector Co-Ordinator*

cc: *The Utilities Contractors Association*  
*Attention: Barry Brown (Via Facsimile (905) 412-0339)*

## **Appendix 1, Schedule D**

### **A SCHEDULE APPLYING TO HYDRO EXCAVATION AND AIR EXCAVATION (for clarity, Appendix 1 does not have a Schedule A, B or C)**

#### **Preamble**

1. Schedule D applies to all hydro-excavation and/or air-excavation work in OLRB Geographic Areas 8, 9, 10, 11, 12, 18, 29 and the County of Hastings. To the extent there is any conflict between this Schedule (Hydro/Air Excavation) and Appendix 1 (General Local 183 Appendix), the provisions herein shall govern with respect to Hydro/Air Excavation work.
2. The parties acknowledge that the competitiveness of that portion of the industry covered by this Appendix in both this Collective Agreement and the corresponding provisions (Schedule D) in the Collective Agreement between the Association and the International Union of Operating Engineers, Local 793 ("Local 793 Agreement") is of critical importance to the parties and the industry and depends upon a level playing field being established and maintained throughout this sector.
3. The parties agree that it is therefore important to ensure that all contractors bound to this Collective Agreement comply strictly with these provisions.
4. Upon ratification of this Collective Agreement, the Union agrees that it will continue to take reasonable steps to ensure that Employers covered by this Schedule are compliant with the provisions of this Collective Agreement including this Schedule.
5. The Association agrees to assist the Union in its efforts at enforcement including, without limitation, facilitating the provision of relevant information and, where appropriate, providing support to the Union at arbitration.
6. In addition, the parties recognize the importance of organizing those contractors who perform this type of work who are not currently bound to this Collective Agreement.

To that end, the Union agrees that it will take reasonable steps to organize the employees of Employers performing work within the scope of this Schedule.

7. While the Association cannot provide monetary or other support for such organizing efforts, the Association will, directly or through Employers whom it represents in collective bargaining, endeavour to provide information to the Union with a view to providing the Union with an opportunity to organize.

8. Further, the Association recognizes the importance of ensuring that there is a level playing field between those contractors who perform works that falls within the scope of Schedule D bound to this Collective Agreement and those bound the Local 793 Agreement. To that end, the Association agrees that it will take all reasonable steps (including pursuing grievances, unfair labour practice complaints or other litigation, where appropriate) to ensure that Local 793 enforces the Local 793 Agreement.

## **1. APPLICATION**

(a) This Schedule D applies to Hydro/Air excavation in the context of construction, construction maintenance, rehabilitation or repair work, in OLRB Geographic Areas 8, 9, 10, 11, 12, 18, 29 and the County of Hastings ("the Work").

(b) It is agreed that no employee covered by this Agreement shall receive a reduction in his rate of wage (including pension and benefits) through the operation of this Schedule D. In particular, any person who is receiving an hourly rate which is higher than that set out in this Schedule D with respect to Hydro/Air excavation work shall have their rate red-circled and shall continue to receive such rates until the amount set out herein reach or exceed those payments.

**2. WAGES AND CLASSIFICATIONS ( Working In and Out of Board Area 8)**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIRE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Hydro Excavation Tradesperson	1-May-16	33.62	3.36	3.40	0.50	9.04	0.24	0.10	0.25	0.05	50.56	3%	0.15	0.25	50.81
	1-May-17	34.30	3.43	3.65	0.60	9.24	0.24	0.10	0.25	0.05	51.86	3%	0.15	0.25	52.11
	1-May-18	34.89	3.49	3.90	0.70	9.54	0.24	0.10	0.25	0.05	53.16	3%	0.15	0.25	53.41
Hydro Excavation Helper (90%)	1-May-16	30.26	3.03	3.40	0.50	9.04	0.24	0.10	0.25	0.05	46.87	3%	0.15	0.25	47.12
	1-May-17	30.87	3.09	3.65	0.60	9.24	0.24	0.10	0.25	0.05	48.09	3%	0.15	0.25	48.34
	1-May-18	31.40	3.14	3.90	0.70	9.54	0.24	0.10	0.25	0.05	49.32	3%	0.15	0.25	49.57

**3. WAGES AND CLASSIFICATIONS ( All other Areas)**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
Hydro Excavation Tradesperson	1-May-16	24.32	2.43	3.40	0.50	7.22	0.24	0.10	0.25	0.05	38.51	3%	0.15	0.25	38.76
	1-May-17	25.00	2.50	3.65	0.60	7.42	0.24	0.10	0.25	0.05	39.81	3%	0.15	0.25	40.06
	1-May-18	25.59	2.56	3.90	0.70	7.72	0.24	0.10	0.25	0.05	41.11	3%	0.15	0.25	41.36
	1-May-16	21.88	2.18	3.40	0.50	7.22	0.24	0.10	0.25	0.05	35.82	3%	0.15	0.25	36.07
Hydro Excavation Helper (90%)	1-May-17	22.50	2.25	3.65	0.60	7.42	0.24	0.10	0.25	0.05	37.06	3%	0.15	0.25	37.31
	1-May-18	23.03	2.30	3.90	0.70	7.72	0.24	0.10	0.25	0.05	38.29	3%	0.15	0.25	38.54

**Notes:**

(1) **Probationary Period:** The rate for these employees during their probation period, being the initial 120 calendar days of employment for all classifications, shall be at the rates set out above less \$0.75.

(2) **Drivers' Licences:**

(a) All Hydro Excavation Tradesperson must hold a valid DZ or AZ or AZ/ARZ Driver's Licence.

(b) All Hydro Excavation Helpers must hold a valid G Licence.

(3) **Working Foreman:** The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/are employed as a Working Foreman, those employees will receive a premium of a minimum of two dollars (\$2.00) per hour more than the highest rate of all employees on the crew. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of the Working foreman and the two dollars (\$2.00) per hour premium from any employee who had previously been so appointed.

**4. HOURS OF WORK AND OVERTIME**

4.01 This Article 4 is intended to define the normal hours of work, for the purpose of calculating overtime only and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

(a) The regular working hours for employees covered by this Schedule shall be fifty (50) hours per week plus two (2) hours per day maximum travelling time at straight time.

(b) Employees shall be paid one and one-half (1½) times their regular straight time rate of pay for all hours worked in excess of fifty (50) hours in a week (not including travel time) or ten (10) hours in a day (not including travel time).

(c) Subject to article 4.04 of this Schedule D, employees shall be paid one and one-half (1 ½) time their regular straight time rate of pay for all hours worked on Saturdays and double (2x) their regular straight time rate of pay for all hours worked on Sundays and statutory holidays (not including travel time).

(d) Scheduled overtime opportunities will be offered to any employee who volunteers, by classification, provided that, in the opinion of the Employer, the employee possesses the requisite skill, ability and qualifications to perform the available overtime work. In the case the Employer is not able to meet its overtime requirements through employees who volunteer, the Employer may require the junior employees, by classification, who, in the opinion of the Employer, possess the requisite skill, ability and qualifications, to perform the available overtime work.

(e) The Employer may determine whether employees are prepared to volunteer for scheduled overtime opportunities by either:

- (i) Posting a sign-up notice of a scheduled overtime opportunity at least 24 hours in advance of the scheduled overtime opportunity; or,
- (ii) Contacting employees in person at the workplace; or,
- (iii) Attempting to contact employees at their home telephone number on file with the Employer.

(f) The provisions of article 4.01(d) shall not apply to unscheduled overtime opportunities which shall include overtime opportunities commensurate with the beginning or end of a shift or project or created as a result of an emergency or by absences due to sickness, injury, leave, etc. in which cases the Employer may require overtime.

(g) After twelve (12) hours of time worked, excluding travel time, a meal allowance in the amount of sixteen dollars and thirty-nine cents (\$16.39) per day will be paid for jobs that are at least 110 km from the Employer's premises as directed by the Employer.



4.02 **Night Shift:** All shifts which commence, and have the majority of their hours between 6:00 p.m. and 6:00 a.m. shall be considered a night shift. All hours worked on a "night shift" shall be paid a premium two dollars and eighteen cents (\$2.18) per hour. It is agreed that there shall be no pyramiding or compounding of premiums.

4.03 As soon as reasonably practicable after the Employer determines that permanent night shift work is required, it shall notify affected employees of same.

4.04 (a) Where the Employer schedules a regular shift starting after 6:00 p.m., the regular shift hours worked starting on the Friday evening and finishing on the Saturday morning are not paid time and one-half (1 ½) premium under Article 4.01 (c) above. Hours worked beyond the regular shift hours on the Saturday morning shall be paid the Saturday premium.

(b) Where three (3) shifts are working involving payment of Saturday or Sunday overtime under the provisions of this Agreement, it is agreed that shift premium where applicable, will be paid in addition to overtime. It is further agreed and understood that on a two (2) or three (3) shift operation or shifts starting after 6:00 p.m., the tenth (10<sup>th</sup>) or fifteenth (15<sup>th</sup>) shift as the case may be, may be worked at straight time on Saturday until 7:00 a.m. provided, however, that the shift premium shall be paid.

## 5. OUT-OF-TOWN ALLOWANCE

5.01 It is understood and agreed that if the Employer requires an employee to be out of town overnight, the Employer will supply a suitable room (2 workers per room) and an allowance of forty-nine dollars and seventeen cents (\$49.17) for each day away; such allowance to be thirty-eight dollars and twenty-five cents (\$38.25) for the day outbound; and twenty-seven dollars and thirty-two cents (\$27.32) for the day inbound.

## 6. PROBATION

6.01 The employees covered by this Agreement who have completed their Probationary Period, and as a condition of continued employment, shall become members in good standing of the Union.

6.02 (a) All employees hired through the Union or Local Union shall present to the Employer, a referral slip from the Union or Local Union prior to commencing employment. All new employees shall be subject to the Probationary Period identified in this Article.

(b) Until a probationary employee completes the Probationary Period of one-hundred-twenty (120) calendar days, or 1200 hours of active employment, his name shall not appear on any service list, and no grievance may be filed by a probationary employee respecting his termination. The termination of a probationary employee does not constitute a difference between the parties. The employment of a probationary employee may be terminated for any reason, at the sole and unquestioned discretion of the Employer, including, without limitation, unsuitability, subject only to the employee clearly demonstrating a violation of the *Human Rights Code*.

(c) A probationary employee is not required to become a member of the Union or a Local Union until he has successfully completed the Probationary Period. Notwithstanding this fact, a probationary employee will be subject to the Dues Check-off as provided for in this Agreement from the commencement of employment.

(d) Notwithstanding that a probationary employee is not required to become a member of the Union or a Local Union until after the successful completion of the Probationary Period, the Union or Local Union Initiation Fee (if any) will be deducted in equal instalments over a six (6) month period, beginning with the first month of employment. Should the probationary employee be unsuccessful in completing his Probationary Period, any instalment(s) deducted on account of his

Initiation Fee shall be returned to him. Otherwise, the amount of the instalment(s) deducted shall be remitted to the Union or a Local Union within fifteen (15) days of the date the probationary employee successfully completes his Probationary Period. After that, deductions will continue until the end of the six (6) month period with remittances to the union or a Local Union to be made by the Employer by the fifteenth (15<sup>th</sup>) of the month following the month in which the deduction was made. Working Dues go to the Local for the duration of the Probationary Period.

- 6.03 The Union must be notified in writing of the hiring of a probationary employee, including his name, address and Social Insurance Number ("SIN").
- 6.04 It is agreed that the Employer has the right to hire one (1) Probationary worker per three (3) employees in the Local 183 bargaining unit.