



## MEMBER BULLETIN

September 7, 2016

### Interpretation of the GTSWCA / Local 183 Collective Agreement – Schedule D

A question has arisen with respect to the obligation to pay for travel under Schedule D of the renewal collective agreement.

The pertinent provisions of our agreement, with changes from the last round noted in bold face, read:

The language of Schedule D states the following:

#### 1. 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 Agreement 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 Sundays **(not including travel time)**.

The question is whether travel time in excess of two hours in a day in respect of Schedule D work must be paid.

The Association has consulted legal counsel, and together with counsel we have taken a very careful look at the language.

The Association believes that article 4.01 requires that workers be paid a maximum of two hours for travel time, but travel time **need not and should not be compensated beyond that**.

For example, if an employee works 10 hours on a Monday, and travels for two hours, he receives 12 hours at straight time. If he works 10 hours on Monday, and travels for three hours, he still receives 12 hours at straight time. If he works 10 hours on Monday, and travels for one hour, he receives 11 hours at straight time.



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This is because the contractual language guarantees up to two hours of pay for travelling as a maximum. Any additional payment would contradict the language. Nor do the recent changes to the language affect this interpretation in any way.

We therefore suggest that all contractors administer the collective agreement in accordance with this view. We request that any Union challenges on this matter be brought to our attention immediately as the Association would want to get involved to protect the integrity of the language.

Should any contractor have any questions on this matter, please contact Giovanni Cautillo at [giovanni.cautillo@GTSWCA.org](mailto:giovanni.cautillo@GTSWCA.org) or directly at 905.629.7766 ext: 229.