

02684

A G R E E M E N T

BETWEEN: HAND ASSOCIATION OF SEWER, WATERMAIN AND ROAD CONTRACTORS
104-370 York Blvd.
Hamilton, Ontario L8R 3L1
Tel: 905-524-3762 Fax: 905-524-5821

hereinafter called the "Employer"

OFFICE OF - and -
FEB 27 2002
COLLECTIVE BARGAINING INFORMATION

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

hereinafter called the "Union"

FILE No.	409-302	
CERT. FILE		
CERT. DATE		
MALE EMPS		
F'MLE EMPS		
TOTAL EMPS	150	
EFF. DATE	01-SEP-2001	
EXP. DATE	31-AUG-2004	
CODING CONTROL	DATE	CODER
IDENT CODED		
SUB. PROVS CODED		

WHEREAS the Union and the Employer are desirous of establishing a form of standard collective agreement with respect to employees of Employers engaged in the construction industry and equipment rental within the Province of Ontario, to provide uniform interpretation, application and administration of the relationship established.

IT IS EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

Article 1 - Recognition

1.1 The Employer agrees to recognize the Union as the exclusive Collective Bargaining Agent for all of its employees within the Geographical Scope of this Agreement and the classifications contained in the schedules of wage rates hereinafter set out, save and except foremen, clerical employees, office staff, full time shop employees and security guards.

Article 2 - Union Security

2.1 The Employer agrees that all present employees, covered by this Agreement, shall as a condition of employment, after fifteen (15) days from the signing of this Agreement, become and remain members in good standing of the Union.

2.2 All employees hired on or after the signing of this Agreement shall as a condition of employment, become and remain Union members within fifteen (15) calendar days of the date of employment.

2.3 The Employer and the Union agree that employees to be hired for work under Schedule "A" may be hired through the Union Office or from any other source. It is further agreed that the Employer shall hire through the Union Office for employees to be employed under Schedules "B", "C", "D" and "E" and may recall employees who have worked for the company and may have been laid off within the previous twelve month period and must inform the Union of such re-hiring. It is understood and agreed that all employees shall have Clearance Cards before commencing work or as otherwise agreed to between the Employer and the Union. A telephone clearance by the Employer is acceptable within forty-eight (48) hours of the employee commencing work.

2.4 All employees in the employ of the Employer shall, when working in a position within the bargaining unit described in Article 1 hereof, be required as a condition of employment, to sign an authorization for dues check-off and assessments, and any such authorization shall be in duplicate and shall be signed by the employee concerned and duly witnessed. The Employer agrees to recognize such check-off authorization and to deduct whatever sum may be authorized for Union dues and assessments from the first pay due each calendar month and to remit same not later than the fifteenth (15th) day of the same month to the Financial Secretary of the Union. The Employer shall, when remitting such dues and assessments, name the employees from whose pay such deductions have been made and their Social Insurance Numbers, also the names of any employees who have left the employ of the Employer since the last payment, and the names of employees who have been hired by the Employer, together with their addresses and the jobs on which they are working.

The Employer agrees to deduct from each employee in the bargaining unit, working dues at the rate of two percent (2%) of the total monetary package each hour earned by each employee, which includes the hourly rate, vacation pay, health plan and pension plan contributions. Such deductions shall be forwarded along with the remittances required under Article 12 and supporting information shall be as required by the Trustees on the Reporting Forms. Such deductions shall be immediately paid to the Union by the administrator of the plans.

02684(08)

Article 2 – continued

- 2.5 The Employer agrees to engage only those sub-contractors and equipment rentals (except equipment dealers) who are in contractual relations with the Union to perform work set out in the classifications of this Agreement or as otherwise agreed to by the parties. For all of the classifications listed in this Agreement, the Employer must assign the work to the Operating Engineers.
- 2.6 Any equipment currently being operated by members of this Local which might be or will be operated by remote control or semi-automatic will continue to be operated by members of Local 793 where qualified.
- 2.7 Effective September 1, 2001 the Employer shall deduct five cents (0.05¢) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Collective Agreement.

Effective January 1, 2002 the Employer shall deduct ten cents (0.10¢) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues

Article 3 - Management Rights

- 3.1 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 locations, to determine the kinds and location 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, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined or disciplinarily demoted 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 employees. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

Article 4 - Grievance Procedure

- 4.1 There shall be an earnest effort on the part of both parties to this Agreement, to settle promptly through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretation, application or administration of this Agreement.
- 4.2 All grievances to be dealt with under Step Two below shall be in writing, on a form supplied by the Union and signed by the employee having such grievance.
- 4.3 Written grievances, to be valid shall set out the nature of the grievance, the Article or Articles of the agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change at later steps except by mutual agreement in writing with the Employer, or in the case of remedy, by an Arbitration Board.
- 4.4 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. Including Article 5.
- 4.5 If advantage of the provisions of Article 4 and 5 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.
- 4.6 The Employer shall designate and name the official to whom a written grievance is submitted as Step #2.
- 4.7 It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his foreman or other supervisory personnel acting in this capacity and given him an opportunity 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:

Article 4 – continued

STEP 1 - Within ten (10) days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee, with or without a Union Representative, shall present his grievance orally or 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 employee 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 - (a) At this step the grievance may be processed as an individual, joint or Union grievance and shall be presented in writing by a Union Steward or Representative to the Company Official assigned to handle written grievances.

(b) The Employer or the Union may process a written grievance at this step concerning any matters related to this Agreement including the Union's right to present an employee grievance in total.

Article 5 - Arbitration

- 5.1 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 of the steps of the grievance procedure outlined in Article 4 which has not been settled will, within fourteen (14) days of receiving an answer following the procedure outlined in Step 2, then be referred to a Board of Arbitration at the request of either of the parties hereto.
- 5.2 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.
- 5.3 Within five (5) working days of the request by either party for a Board each party shall notify the other in writing of the name of its appointee.
- 5.4 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third member as Chairman within five (5) days of the notification mentioned above, the Minister of Labour of the Province of Ontario will be asked to appoint a Chairman.
- 5.5 The decisions of the Board of Arbitration or a majority of such Board constituted in the above manner shall be binding on the parties to this Agreement.
- 5.6 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions, for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 5.7 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman.

Article 6 - Union Representation

- 6.1 The Employer shall not refuse permission to any representative of the Union upon request to enter the Employer's premises or job site in the administration of this Agreement, provided that it does not interfere with the work.
- 6.2 The Employer agrees to recognize such reasonable number of stewards as may from time to time be appointed by the Union, but shall not be obliged to recognize such stewards until they have been informed in writing of the names of all stewards as they were appointed.
- 6.3 The Union Steward will be the last man on the job within his classification provided he is capable of doing the work. No discrimination shall be shown against the Steward for carrying out his duties, which he shall perform the same way as any other employee and shall be allowed a reasonable amount of time during working hours to perform the work of the Union but shall not abuse that privilege.

Article 7 - No Strike, No Lockout

- 7.1 During the term of this Agreement the Union agrees that there shall be no strike and the Employer agrees that there shall be no lockout.
- 7.2 The words "strike" and "lockout" in this Agreement shall mean "strike" and "lockout" as defined in the Ontario Labour Relations Act.

Article 7 -- continued

- 7.3 The Union agrees it will not involve the Employer in any dispute, which may arise between the Union and any other company and the employees of such other company. The Union further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.
- 7.4 It shall not be a violation of this Agreement for an employee to refuse to cross a picket line that has been established in accordance with the Labour Relations Act.

Article 8 - Geographical Area

- 8.1 This Agreement shall be effective in Board Areas 5 and 26 as described by the Ontario Labour Relations Board plus the Town of Grimsby, the Regional Municipality of Haldimand-Norfolk and the Regional Municipality of Niagara.

Article 9 - Safety, Sanitation and Shelter

- 9.1 In co-operation with the Employer's overall program of accident control and prevention, the job steward or an employee shall report to the foreman for Immediate Investigation any alleged unsafe conditions, unsafe acts or violations for correction if required.
- 9.2 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.
- 9.3 Every employee shall, as a condition of employment, be required to wear an approved safety helmet and 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.
- 9.4 Every employee shall wear suitable protective footwear. Other personal protective equipment required under abnormal conditions or during inclement weather will be supplied by the Employer. The Union recognizes the right of the Employer to economically supervise the distribution of clothing provided and will co-operate with the Employer to prevent wasteful practices.
- 9.5 The Employer, the employees and the Union agree to abide by the provisions of the appropriate safety act.
- 9.6 The Employer agrees to supply ice water and proper sanitary facilities, which shall be maintained in a clean and sanitary condition by the employees and the Employer.
- 9.7 Suitable and 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.
- 9.8 Hazardous Waste - The parties agree to be represented on a committee regarding the handling of hazardous waste with the I.C.I. and Metropolitan Roads and Sewers.

Article 10 - Productivity

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

Article 11 - Payment of Wages

- 11.1 a) Wages shall be paid each week by cheque or electronic deposit no later than Thursday by 5:00 p.m.
- b) Accompanying each payment of wages shall be a retainable statement identifying both the Employer and the employee, showing the pay period, total hours marked "regular" and "overtime", the hourly rate, the total earnings, the amount of vacation pay, the amount and purpose of each deduction, and the net earnings.
- 11.2 In the case of lay off, all employees shall be paid up to date on the job site where practical; otherwise, cheque's and E.I. Record of Employment Certificate shall be forwarded by registered mail to his last known address within forty-eight (48) hours of the lay off. Notification to, or attempted notification of lay-off, to an employee on a Saturday, Sunday or Holiday shall not be considered proper notice unless the employee is working on such days.

Article 11 -- continued

- 11.3 When laid off, employees shall be allowed sufficient time with pay to clear up their personal and Company property on the job site.
- 11.4 When employees who are laid off are not paid up to date on the job site and should the Employer fail to send such wages and/or employment records as stated above, the Employer shall pay eight (8) hours pay at the regular hourly rate for each additional regular working day the employee is required to wait for his pay and records after giving notice to the Employer and giving him four (4) hours to correct such default.

Article 12 - Health and Pension Plans

- 12.1 a) Effective September 1, 2001 Employers shall contribute in total:

\$7.26 per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan) and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in his employ.

Effective September 1, 2002, the total Employer contributions of \$7.41 per hour earned.

Effective September 1, 2003, the total Employer contributions of \$7.56 per hour earned.

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

For Employees Dispatched Under Schedule "E"

- b) Effective September 1, 2001 Employers shall contribute in total:

\$5.99 per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan) and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in his employ.

Effective September 1, 2002, the total Employer contributions of \$6.14 per hour earned.

Effective September 1, 2003, the total Employer contributions of \$6.29 per hour earned.

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

- 12.2 a) All contributions shall be submitted by the 15th of the following month in which the hours have been worked and at no time shall the contributions be paid directly to the employee. If payment is over thirty (30) days late, interest at two percent (2%) per month (24% Per Annum) shall be paid from the due date and in addition the delinquent Employer may be required by the Trustees of the funds to deposit with the Trustees a Two Thousand, Five Hundred Dollar (\$2,500.00) cash bond.

b) In the event that a grievance alleging that an Employer has failed to remit the proper contributions, deductions or remittances to any Trust Fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:

A statement signed by a member of the Union, a Business Representative a Trustee or the Administrator of a Trust Fund, shall be prima facia evidence of the number of hours worked by members of the Union and of a failure to make the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the Employer with proper documentary evidence.

Article 12 – continued

c) If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to make appropriate payments to a Trust Fund or an Administrator as required by this Agreement is litigated and the Board determines that an Employer has violated the Agreement, then the Ontario Labour Relations Board or the Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses and Business Representatives, conduct monies, cost incurred in serving a summons, any expenses incurred by the Union pursuant to Section 126(4) or otherwise, for the Board of Arbitration.

d) If the Ontario Labour Relations Board determines that the Employer has not violated the Agreement, then the Ontario Labour Relations Board or the Board of arbitration shall require the Union to pay all costs to the Employer as required to in sub-paragraph (c) above.

Article 13 - Schedules

13.1 The schedules attached hereto are hereby made a part of the Agreement.

Article 14 - General

14.1 Operators required to operate equipment in two-rate classifications during the same shift shall be paid the higher classification rate for the shift.

14.2 Employees required to supply their own tools shall be provided a suitable and safe place to keep said tools.

14.3 It is agreed that all employees of the Employer will be permitted a rest break of ten (10) minutes in each half of their respective shifts.

14.4 It is agreed that no employee covered by this Agreement shall receive a reduction in his rate of wages through the introduction of these schedules.

14.5 Rates for new types of equipment shall be classified and agreed upon by the Union and the Employer as conditions indicate.

14.6 Apprentices - The Parties hereto agree that the use of Apprentices will be permitted. It is the intention of both parties that said Apprentices shall be given the Training and Guidance in the operation of available equipment on site as and when available. The number of apprentices on site to be agreed upon by mutual consent.

The rates to be as follows:

1st Year - 50% 2nd Year - 65% 3rd Year - 75%

14.7 Training Fund - Effective September 1, 2001, each Employer bound by this Agreement shall contribute the sum of thirty-five (\$0.35) cents per hour for each hour worked by each employee covered by this Agreement to the International Union of Operating Engineers, Local 793 Training Fund.

Article 15 - Vacation Pay and Statutory Holiday Pay, Schedules "A", "B", "C" And "E"

15.1 Overtime at the rate of double (2) time shall be paid to all employees for all work performed on the following holidays: -

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

It is agreed that Heritage Day will be recognized as a holiday hereinunder, if and when it is proclaimed such by the Canadian Government.

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

Article 15 – continued

- 15.3 Vacation and Statutory Holiday credits shall be paid to employees covered by this Collective Agreement at the rate of ten percent (10%) of the gross wages earned. It is understood and agreed that six percent (6%) of the gross wages is to be considered in lieu of Statutory Holiday Pay and four percent (4%) Vacation Pay. It is further understood that Vacation Pay and Statutory Holiday Pay will be paid to employees weekly.
- 15.4 Vacations may be taken at any time within the calendar year (without loss of position) and every effort shall be made to schedule vacations to benefit both the Employer and the employee.

Article 16 - Reporting Allowance

- 16.1 **An** employee who reports for work at the Employer's job site or shop, unless directed not to report the previous day by his company and for whom no work is available due to reasons other than inclement weather, shall receive a minimum of four (4) hours' reporting time and shall remain at other work if requested to do so by the foreman.
- 16.2 **An** employee who reports for work at the Employer's job site or shop, unless directed not to report and for whom no work is available due to inclement weather, shall receive a minimum of two (2) hours' reporting time provided the employee remains on the job for one hour after his designated starting time, if requested to do so by the foreman.
- 16.3 It is understood that employees receiving reporting allowance under the terms of Clause 16.1 and 16.2 shall also receive travel allowance where applicable.

Article 17 - Travelling Allowance or Travelling Ti

- 17.1 No travelling expenses shall be paid for work on projects within Board Areas 5 and 26 as described by the Ontario Labour Relations Board.
- 17.2 Travelling expenses for work on projects located outside the area described in paragraph 17.1 of this Article shall be paid either at the rate of forty-four (44) cents per kilometre each way from the boundary of the area as described in paragraph 17.1 to the project with a minimum of fifty (50) cents per day, or where the Employer supplies transportation, the rate shall be eight (8) cents per kilometre with a minimum of fifty (50) cents per day.
- 17.3 In regard to out of town allowances, it is understood that if the Employer requires an employee to be out of town overnight, the Employer will provide suitable room and board for the employee up to a maximum of Sixty Four Dollars and Forty Cents (\$64.40) a day or Three Hundred and twenty-two Dollars (\$322.00) a week.
- 17.4 It is understood that when an employee is sent out of town by the Employer in the circumstances contemplated by paragraphs 17.1, 17.2 and 17.3 above, the employee will maintain the rate of wages and hours of work for such employee as provided in the Collective Agreement.

Article 18 - Duration of Agreement

18.1 This Agreement shall become effective **September 1, 2001** and shall continue in effect until **August 31, 2004** and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing within the period of ninety (90) days immediately prior to the annual expiration date that it desires to amend the Agreement.

Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

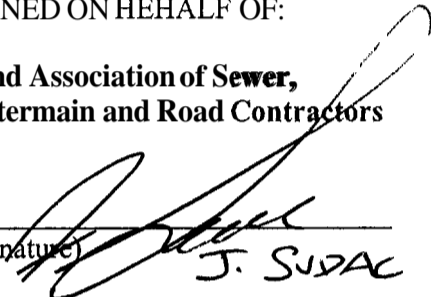
If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act, have been completed whichever date should first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representative as of the date and year first above written.

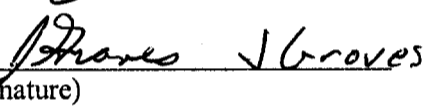
DATED THIS 18th DAY OF December, 2001.

SIGNED ON BEHALF OF:

**Hand Association of Sewer,
Watermain and Road Contractors**



(Signature) J. SUDAC



(Signature) James J. Groves



(Signature)

104-370 York Blvd
Hamilton ON L8R 3L1

(Address)

SIGNED ON BEHALF OF:

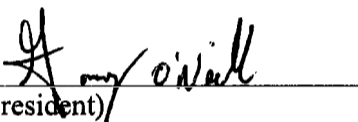
**International Union of
Operating Engineers, Local 793**



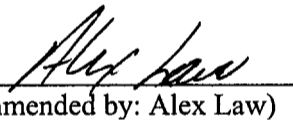
(Business Manager)



(Recording Secretary)



(President)



(Recommended by: Alex Law)

SCHEDULE "A"

THIS SCHEDULE APPLIES TO ROAD WORK

When a project is a mixed or of combination nature involving sewer and/or watermain and road work, the line of demarcation between the two facets of work, sewer and/or watermain and road building will be determined by the following formula: -

Excavating for pipe, pipe laying, backfilling of pipe excavation and compaction to subgrade shall be governed by Schedule "B"

Article 1 - Hours Of Work And Overtime

- 1.1 The standard hours of work for all employees shall be based on fifty (50) hours a week, exclusive of travelling time to and from the job.
- 1.2 Overtime at the rate of time and one-half (1-½) the employee's current hourly rate shall be paid to all employees for all work performed in excess of ten (10) hours per day or in excess of fifty (50) hours per week and on Saturdays. (Overtime will only be paid once for the same hour). Double (2) time will be paid for Sundays and holidays.
- 1.3 A shift premium of One Dollar and twenty-five Cents (\$1.25) per hour will be paid for all work performed on a regularly scheduled second or third shift on a project.

Article 2 - Wages and Classifications

2.1 Shovels, backhoes, draglines, gradalls, clams (on site), Grader "A", fine grade bulldozer, Pitman type cranes.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$26.55	\$2.65	\$2.21	\$5.05	\$36.46
Sept 1, 2002	\$27.37	\$2.73	\$2.36	\$5.05	\$37.51
Sept 1, 2003	\$28.23	\$2.82	\$2.51	\$5.05	\$38.61

2.2 Clams (yard operation), mechanics, welders.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$25.75	\$2.57	\$2.21	\$5.05	\$35.58
Sept 1, 2002	\$26.57	\$2.65	\$2.36	\$5.05	\$36.63
Sept 1, 2003	\$27.43	\$2.74	\$2.51	\$5.05	\$37.73

2.3 Hydra-lift truck mounted hydraulic cranes.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$25.55	\$2.55	\$2.21	\$5.05	\$35.36
Sept 1, 2002	\$26.37	\$2.63	\$2.36	\$5.05	\$36.41
Sept 1, 2003	\$27.23	\$2.72	\$2.51	\$5.05	\$37.51

2.4 Curb Machine, self-propelled power drills, hydraulic, etc., bulldozer operators, front end loader operators, scrapers (self-propelled), dozer 815 type, off highway vehicles and concrete paver, pulverizer and soil stabilizer.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$25.41	\$2.54	\$2.21	\$5.05	\$35.21
Sept 1, 2002	\$26.23	\$2.62	\$2.36	\$5.05	\$36.26
Sept 1, 2003	\$27.09	\$2.71	\$2.51	\$5.05	\$37.36

Schedule "A" – Article 2 – continued

2.5 Mixer man on asphalt plant.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$25.35	\$2.53	\$2.21	\$5.05	\$35.14
Sept 1, 2002	\$26.17	\$2.61	\$2.36	\$5.05	\$36.19
Sept 1, 2003	\$27.03	\$2.70	\$2.51	\$5.05	\$37.29

2.6 Engineers on boilers (with papers), asphalt spreader (self-propelled), asphalt roller.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$25.29	\$2.53	\$2.21	\$5.05	\$35.08
Sept 1, 2002	\$26.11	\$2.61	\$2.36	\$5.05	\$36.13
Sept 1, 2003	\$26.97	\$2.70	\$2.51	\$5.05	\$37.23

2.7 Farm and industrial type tractor operators with excavating attachments, grader operator 'B', snippers, hydro axe and tree farmer, feller buncher, hydro shear, trenching machines, caisson boring machines under 25 H.P., lubrication unit operator, skid steer loaders, Kabota skid steer loaders, Kabota bobcat type excavators and those less than 65 H.P. and similar types, skidder type equipment with hydraulic and cable attachments.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$25.15	\$2.51	\$2.21	\$5.05	\$34.92
Sept 1, 2002	\$25.97	\$2.59	\$2.36	\$5.05	\$35.97
Sept 1, 2003	\$26.83	\$2.68	\$2.51	\$5.05	\$37.07

2.8 Boiler fireman (without papers), burnerman on asphalt plant.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$24.74	\$2.48	\$2.21	\$5.05	\$34.48
Sept 1, 2002	\$25.56	\$2.56	\$2.36	\$5.05	\$35.53
Sept 1, 2003	\$26.42	\$2.65	\$2.51	\$5.05	\$36.63

2.9 Roller Operator (asphalt) 'B', mobile sweeper.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$24.44	\$2.44	\$2.21	\$5.05	\$34.14
Sept 1, 2002	\$25.26	\$2.52	\$2.36	\$5.05	\$35.19
Sept 1, 2003	\$26.12	\$2.61	\$2.51	\$5.05	\$36.29

2.10 Farm and industrial type tractor, (towed and self-propelled compaction units), grade rollerman, including self-propelled rubber tired rollers.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$24.19	\$2.42	\$2.21	\$5.05	\$33.87
Sept 1, 2002	\$25.01	\$2.50	\$2.36	\$5.05	\$34.92
Sept 1, 2003	\$25.87	\$2.59	\$2.51	\$5.05	\$36.02

SCHEDULE "B"

THIS SCHEDULE APPLIES TO "OPEN-CUT" WORK FOR SEWER AND WATERMAIN CONSTRUCTION

"Open-cut" work for sewer and watermain is defined as all sewer and watermain work outside the property line, of all Industrial, Commercial and Institutional Construction. This shall include sewer and watermain work on residential subdivision work but shall not include site preparation if tendered as a separate contract.

Article 1 - Hours Of Work And Overtime

- 1.1 The standard hours of work for all employees shall be based on fifty (50) hours a week, exclusive of travelling time to and from the job.
- 1.2 Overtime at the rate of time and one-half (1½) the employee's current hourly rate shall be paid to all employees for all work performed in excess of ten (10) hours per day or in excess of fifty (50) hours per week (Overtime will only be paid once for the same hour). Double (2) time will be paid for Saturdays, Sundays and holidays.
- 1.3 A shift premium of One Dollar and twenty-five Cents (\$1.25) per hour will be paid for all work performed on a regularly scheduled second or third shift on a project.

Article 2 - Wages and Classifications

- 2.1 Engineers operating cranes, clams, backhoes, derricks, pile-drivers, gradalls, mobile cranes, caisson boring machines 25 H.P. and over, sidebooms and similar equipment, Pitman type cranes. Grader Operator "A" and fine grade bulldozer operator.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$27.18	\$2.72	\$2.21	\$5.05	\$37.16
Sept 1, 2002	\$28.00	\$2.80	\$2.36	\$5.05	\$38.21
Sept 1, 2003	\$28.86	\$2.89	\$2.51	\$5.05	\$39.31

- 2.2 Heavy Duty Field mechanics and equipment repair welders.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$26.13	\$2.61	\$2.21	\$5.05	\$36.00
Sept 1, 2002	\$26.95	\$2.69	\$2.36	\$5.05	\$37.05
Sept 1, 2003	\$27.81	\$2.78	\$2.51	\$5.05	\$38.15

- 2.3 Hydra-Lift truck mounted hydraulic cranes.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$26.09	\$2.61	\$2.21	\$5.05	\$35.96
Sept 1, 2002	\$26.91	\$2.69	\$2.36	\$5.05	\$37.01
Sept 1, 2003	\$27.77	\$2.78	\$2.51	\$5.05	\$38.11

- 2.4 Operators of bulldozers, tractors, scrapers, emcos, grader "B", overhead loaders or similar equipment, farm and industrial tractors with excavating attachments, trenching machines, caisson boring machines under 25 H.P., snippers, hydro axe and tree farmer, feller buncher, hydro shear, lubrication unit operator, skid steer loaders, Kabota skid steer loaders, Kabota Bobcat type excavators and those less than 65 H.P. and similar types, skidder type equipment with hydraulic and cable attachments, curb machines and self-propelled power drills, hydraulic, etc., off highway vehicles.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$26.03	\$2.60	\$2.21	\$5.05	\$35.89
Sept 1, 2002	\$26.85	\$2.68	\$2.36	\$5.05	\$36.94
Sept 1, 2003	\$27.71	\$2.77	\$2.51	\$5.05	\$38.04

Schedule "B" - Article 2 - continued

2.5 Servicemen on shovels, compressors, pumps, self-propelled rollers, boom truck drivers, operators of 5 or more heaters.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$24.92	\$2.49	\$2.21	\$5.05	\$34.67
Sept 1, 2002	\$25.74	\$2.57	\$2.36	\$5.05	\$35.72
Sept 1, 2003	\$26.60	\$2.66	\$2.51	\$5.05	\$36.82

2.6 Oilers, greasers, mechanics helpers.

Third Year

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$24.52	\$2.45	\$2.21	\$5.05	\$34.23
Sept 1, 2002	\$25.34	\$2.53	\$2.36	\$5.05	\$35.28
Sept 1, 2003	\$26.20	\$2.62	\$2.51	\$5.05	\$36.38

Second Year

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$23.52	\$2.35	\$2.21	\$5.05	\$33.13
Sept 1, 2002	\$24.34	\$2.43	\$2.36	\$5.05	\$34.18
Sept 1, 2003	\$25.20	\$2.52	\$2.51	\$5.05	\$35.28

First Year

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$22.52	\$2.25	\$2.21	\$5.05	\$32.03
Sept 1, 2002	\$23.34	\$2.33	\$2.36	\$5.05	\$33.08
Sept 1, 2003	\$24.20	\$2.42	\$2.51	\$5.05	\$34.18

SCHEDULE "C"

A schedule applying to Tunnel Work, which is to be interpreted to mean a project called as a Tunnel and does not include Tunnel Work which is incidental to Open-Cut Work, for Sewer and Watermain Construction.

Article 1 - Hours Of Work And Overtime

- 1.1 Overtime at the rate of time and one-half (1½) the employee's current hourly rate shall be paid to all employees, except watchmen, for all work performed in excess of forty-five (45) hours per week or nine (9) hours per day, Monday to Friday inclusive, excluding travelling time to and from the job, (and excluding work in compressed air where overtime at the rate of time and one-half (1½) shall be paid for work in excess of nine (9) hours) the work week shall be deemed to commence at 12:01 a.m. Monday and terminating at 11:59 p.m. Friday. Where the work week commences at 7:00 a.m. Monday it is agreed and understood that on a three shift operation, the 15th shift may be worked at straight time on Saturday until 7:00 a.m. provided however, that the applicable shift premium shall be paid.
- 1.2 Subject to the provisions of paragraph 1.1 above, overtime at the rate of double (2) the employee's current hourly rate shall be paid to all employees for all work performed on Saturday.
- 1.3 Overtime at the rate of double (2) the employee's current hourly rate shall be paid to all employees for all work performed on Sundays and on the statutory holidays.
- 1.4 Employees shall be allowed a one-half hour unpaid lunch break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five consecutive hours without a lunch break.
- 1.5 It is agreed that crane operators on production on a shaft or tunnel shall continue to be scheduled and paid for nine (9) hours per day.
- 1.6 A shift premium of One Dollar and Seventy Cents (\$1.70) per hour will be paid for all work performed on a regularly scheduled second or third shift on a project.

Article 2 - Wages and Classifications

2.1 Engineers operating all hoists hoisting materials out of shafts, tuggers, and derricks with lifting capacity over 2,000 pounds, compressor house set-up man, self-propelled power drills, hydraulic, etc.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$27.15	\$2.71	\$2.21	\$5.05	\$37.12
Sept 1, 2002	\$27.97	\$2.79	\$2.36	\$5.05	\$38.17
Sept 1, 2003	\$28.83	\$2.88	\$2.51	\$5.05	\$39.27

2.2 Heavy Duty Field Mechanics.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$26.35	\$2.63	\$2.21	\$5.05	\$36.24
Sept 1, 2002	\$27.17	\$2.71	\$2.36	\$5.05	\$37.29
Sept 1, 2003	\$28.03	\$2.80	\$2.51	\$5.05	\$38.39

2.3 Engineers operating shaft hoist, tuggers and derricks, 2,000 pounds or less, compressor operators 500 CFM or over.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$26.25	\$2.62	\$2.21	\$5.05	\$36.13
Sept 1, 2002	\$27.07	\$2.70	\$2.36	\$5.05	\$37.18
Sept 1, 2003	\$27.93	\$2.79	\$2.51	\$5.05	\$38.28

PREMIUM RATES IN COMPRESSED AIR

Air Pressure	Premium Per Shift
1 to 14 lbs.	\$ 14.50
15 to 20 lbs.	\$ 18.00
21 lbs.	\$ 22.00
Over 21 lbs.	\$ 1.50

per pound over and above the rate for 21 lbs.

SCHEDULE "D"

This Schedule applies to all Industrial, Commercial and Institutional Construction and also includes Equipment Rental and all Heavy Construction which is defined as all construction, reconstruction, repair, alteration, remodelling, renovation or demolition of any building, bridge, retaining wall, box culverts, open-cut tunnel work or any other structure and all excavation, site preparation, sewer and watermain within the property line. This shall also include dockwork and dams of any nature.

For all of the work performed in connection with the above, the Provincial Agreement between the Employer Bargaining Agency and the International Union of Operating Engineers, Local 793 shall apply in its entirety, a copy of which is attached.

SCHEDULE "E"

This Schedule applies to employees dispatched through the Union's Niagara Hiring Hall to perform Road Work, Open-Cut Work for Sewer and Watermain Construction in Board Area 5 as defined by the Ontario Labour Relations Board.

Article 1 - Hours Of Work And Overtime

- 1.1 The standard hours of work for all employees shall be based on fifty (50) hours a week, exclusive of travelling time to and from the job.
- 1.2 Overtime at the rate of time and one-half (1½) the employee's current hourly rate shall be paid to all employees for all work performed in excess of ten (10) hours per day or in excess of fifty (50) hours per week and on Saturdays. (Overtime will only be paid once for the same hour). Double (2) time will be paid for Sundays and holidays.
- 1.3 A shift premium of One Dollar and twenty-five Cents (\$1.25) per hour will be paid for all work performed on a regularly scheduled second or third shift on a project.

Article 2 - Wages and Classifications

2.1 (a) - Engineers operating Cranes with a manufacturer's rating of 70 tons capacity and over.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$22.98	\$2.30	\$2.20	\$3.79	\$31.27
Sept 1, 2002	\$23.80	\$2.38	\$2.35	\$3.79	\$32.32
Sept 1, 2003	\$24.66	\$2.47	\$2.50	\$3.79	\$33.42

(b) - Engineers operating crawler cranes, mobile cranes, piledrivers, caisson boring machines and working foreman.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$22.08	\$2.21	\$2.20	\$3.79	\$30.28
Sept 1, 2002	\$22.90	\$2.29	\$2.35	\$3.79	\$31.33
Sept 1, 2003	\$23.76	\$2.38	\$2.50	\$3.79	\$32.43

2.2 Engineers operating crawler backhoes, gradalls, Pitman type cranes, graders, mechanics and welders, articulating Hydraulic Crane (Knuckleboom). Asphalt plant operator. Self-propelled hydraulic drills.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$21.08	\$2.11	\$2.20	\$3.79	\$29.18
Sept 1, 2002	\$21.90	\$2.19	\$2.35	\$3.79	\$30.23
Sept 1, 2003	\$22.76	\$2.28	\$2.50	\$3.79	\$31.33

2.3 Engineers operating bulldozers, frontend loaders, industrial tractors with backhoe and all other attachments, crawler tractors, crawler tractor and scraper, self-propelled scrapers, sideboom, Concrete Paver, Asphalt Planer, asphalt spreaders, curb machines, asphalt roller. Dozer 815 type and Boom trucks. Float, Flatbed Drivers, off highway vehicles.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$20.78	\$2.08	\$2.20	\$3.79	\$28.85
Sept 1, 2002	\$21.60	\$2.16	\$2.35	\$3.79	\$29.90
Sept 1, 2003	\$22.46	\$2.25	\$2.50	\$3.79	\$31.00

2.4 Engineers operating bobcat skid steer frontend loader with all attachments, Kubota type backhoe with all attachments, trenchers.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$19.32	\$1.93	\$2.20	\$3.79	\$27.24
Sept 1, 2002	\$20.14	\$2.01	\$2.35	\$3.79	\$28.29
Sept 1, 2003	\$21.00	\$2.10	\$2.50	\$3.79	\$29.39

Schedule "E" - Article 2 – continued

2.5 Engineers operating self-propelled roller, packer - rubber tired, sheepsfoot on grade or backfill, farm tractor, pump 6" and over.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Sept 1, 2001	\$17.30	\$1.73	\$2.20	\$3.79	\$25.02
Sept 1, 2002	\$18.12	\$1.81	\$2.35	\$3.79	\$26.07
Sept 1, 2003	\$18.98	\$1.90	\$2.50	\$3.79	\$27.17

Article 3 - Travel Time

3.1 Travel time will be paid when an employee is travelling to a job site in areas other than the Regional Municipality of Niagara as follows:-

Up to 80 km.	1	hour
80 to 100 km.	1¼	.hours
100 to 120 km. -	1½	hours
120 to 140 km. -	1¾	hours

Employees requested by the Employer to use their car in place of normal transportation supplied by the Employer beyond the free zone of 16 kilometres, will be paid travel at the rate of forty (40) cents per kilometre to the job site and return.

Employee must invoice the Employer on standard statement form stating kilometres travelled, trip, dates and name of Employer personnel authorizing the use of employee owned vehicle. Invoices to be submitted to the Employer on a trip basis or once a week and no later than seven (7) days after service rendered.

LETTER OF UNDERSTANDING

BETWEEN: **Hand Association of Sewer, Watermain and Road Contractors**

- and -

International Union of Operating Engineers, Local 793

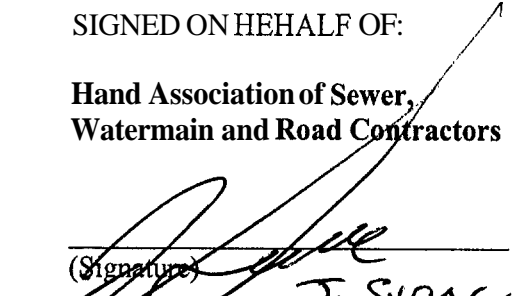
In Respect To Excavating And Rental Contractors

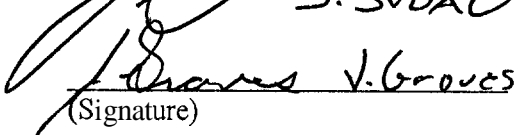
The Association and the Union agree that the terms and conditions and classifications of Schedule "D" of this Agreement shall be applied to Excavating and Rental Contractors who become associate members of the Hand Association.

DATED THIS 18th DAY OF December, 2001.

SIGNED ON BEHALF OF:

Hand Association of Sewer, Watermain and Road Contractors



(Signature) **J. SVOAC**


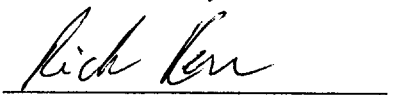
(Signature) **J. Groves**

SIGNED ON BEHALF OF:

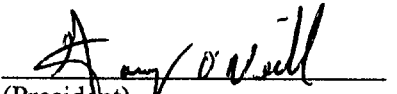
International Union of Operating Engineers, Local 793



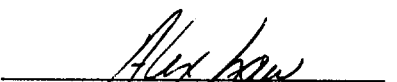
(Business Manager) **Mike Kelly**



(Recording Secretary) **Rick Kerr**



(President) **Amy O'Neill**



(Recommended by: Alex Law) **Alex Law**

(Signature)

104-370 York Blvd
Hamilton ON L8R 3L1

(Address)

LETTER OF UNDERSTANDING

BETWEEN: **Hand Association of Sewer, Watermain and Road Contractors**

- and -

**International Union of Operating Engineers,
Local 793**

It is agreed by the Association and the Union that all present employees covered by this Collective Agreement including the Master Portion, Schedules "A", "B", "C" and "D", shall not receive a reduction in wages and conditions due to the implementation of Schedule "E".

DATED THIS 18th DAY OF December, 2001.

SIGNED ON BEHALF OF:

**Hand Association of Sewer,
Watermain and Road Contractors**

(Signature)

J. SUDAL
(Signature)

(Signature)

104-370 York Blvd
Hamilton ON L8R 3L1
(Address)

SIGNED ON BEHALF OF:

**International Union of
Operating Engineers, Local 793**

(Business Manager)

Rich Ken
(Recording Secretary)

(President)

Alex Law
(Recommended by: Alex Law)

TERMS OF UNDERSTANDING

BETWEEN: **Hand Association Of Sewer, Watermain And Road Contractors**

- and -

International Union Of Operating Engineers, Local 793

Horizontal Directional Boring Machines

The parties agree that the decision reached between the Pipeline Contractors Association of Canada and the Unions in respect of Horizontal Directional Boring Machines will be implemented into the Collective Agreement. (Definition of Unions - Labourers International Union of North America, Local 837, International Union of Operating Engineers, Local 793 and Teamsters Local Union No. 879).


DATED THIS 18th DAY OF December, 2001.

SIGNED ON BEHALF OF:

Hand Association of Sewer, Watermain and Road Contractors



(Signature) **J. SWOAC**



(Signature) **J. Groves**


(Signature)

104-370 York Blvd
Hamilton ON L8R 3L1

(Address)

SIGNED ON BEHALF OF:


International Union of Operating Engineers, Local 793




(Business Manager)



(Recording Secretary)



(President)



(Recommended by: Alex Law)

APPENDIX "A"

ARTICLE 12 requires that the Employer shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan as follows:

Effective September 1,2001:

- (i) for employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, Two Dollar and twenty-one cents (\$2.21) to the Health Plan and Five Dollars and Five cents (\$5.05) to the Pension Plan;
- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, Seven Dollars and twenty-six cents (\$7.26) to the Pension Plan;

Effective September 1,2002:

- (i) for employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, Two Dollar and thirty-six cents (\$2.36) to the Health Plan and Five Dollars and five cents (\$5.05) to the Pension Plan;
- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, Seven Dollars and forty-one cents (\$7.41) to the Pension Plan;

Effective September 1,2003:

- (i) for employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, Two Dollars and fifty-one cents (\$2.51) to the Health Plan and Five Dollars and five cents (\$5.05) to the Pension Plan.
- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, Seven Dollars and fifty-six cents (\$7.56) to the pension Plan.

SCHEDULE "E"

Effective September 1,2001:

- (i) for employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, Two Dollar and twenty cents (\$2.20) to the Health Plan and Three Dollars and seventy nine cents (\$3.79) to the Pension Plan;
- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, Five Dollars and ninety-nine cents (\$5.99) to the Pension Plan;

Effective September 1,2002:

- (i) for employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, Two Dollar and thirty-five cents (\$2.35) to the Health Plan and Three Dollars and seventy-nine cents (\$3.79) to the Pension Plan;
- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, Six Dollars and fourteen cents (\$6.14) to the Pension Plan;

Effective September 1,2003:

- (i) for employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, Two Dollars and fifty cents (\$2.50) to the Health Plan and Three Dollars and seventy nine cents (\$3.79) to the Pension Plan.
- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, Six Dollars and twenty-nine cents (\$6.29) to the pension Plan.