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May, 1990.			
EMPLOYEES	650		
KNOWINGLY	SD		

THIS AGREEMENT made and entered into this 7th day of May, 1990.

BETWEEN :

THE METROPOLITAN TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION on behalf of its Contractor Member Companies listed in APPENDIX "A" hereto and all other Employers of Employees on behalf of whom the Association bargains pursuant to its Accreditation Certificates.

PSE. NOTE INFO.
BULLETIN (RE
PENSION PREMIUMS)
AT BACK OF ACT.

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(The Contractor Member Companies listed in Appendix "A", and all other Employers of Employees on behalf of whom the Association bargains pursuant to its Accreditation Certificate are hereinafter called the Employer or Employers)

OF THE FIRST PART,
- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 793

(hereinafter called the "Union")

OF THE SECOND PART.

WHEREAS the Association, acting as an employer's **organization** on behalf of its contractor members listed in Appendix "A" hereto and all other Employers on behalf of whom the Association bargains pursuant to its Accreditation Certificates, but without personal liability for any violations by the Employers of this Collective Agreement, and the Union wish to make a common Collective Agreement with respect to certain employees of the Employers engaged in Sewer and Watermain Construction listed in Appendix "A" and all other Employers for whom the association bargains pursuant to its accreditation certificate and to provide for and ensure uniform interpretation and application to the administration of the collective bargaining agreement.

AND WHEREAS in 'order to ensure uniform interpretation and application of the Collective Agreement the said Union **recognizes** the formation by the Employers of the Association as the agent of the Employers who are members in good standing and who have given the Association written bargaining authority in negotiating and administering a common Collective Agreement, as well as all other Employers for whom the Association bargains pursuant to its Accreditation **Certifate** and agrees not to negotiate with any of the said Employers on an individual basis except as may be permitted under the Ontario Labour Relations Act.

DEC 12 1991

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NOW THEREFORE it is agreed as follows:

ARTICLE I - RECOGNITION

1.1 The Association, on behalf of each of the Employers, **recognizes** the Union as the collective bargaining agent for all employees engaged in the operation of cranes, shovels, bulldozers and similar equipment, maintenance, installation and repair of same, save and except foremen, those above the rank of foremen, office and clerical staff, shop and yard **employees, engineering staff and security guards,** while working **within the Municipality of Metropolitan Toronto, the Counties of York and Peel, the Township of Esquesing, the Towns of Oakville and Milton in the County of Halton, the township of Pickering in the County of Ontario and the County of Simcoe.** The Union on behalf of its employee members **recognizes** the Association as the collective bargaining agent for all of the employers being contractor member companies listed in Appendix "A" hereto and all other employers of employees on behalf of whom the Association bargains pursuant to its Accreditation Certificates while working in Board Area #8 as described above and the County of **Simcoe.**

1.2 At such time as an appendix of rates and conditions is negotiated between the parties to apply to Geographic Area 18, except **Simcoe** County, as defined by the Ontario Labour Relations Board, this Agreement shall include that Area. Area 18 is defined as the County of **Simcoe,** the District of **Muskoka** and the Townships of **Rama, Mara and Thorah,** in the County of Ontario. Schedule "C" rates and conditions will apply for **Simcoe** County north of Highway #88. Board Area #8 rates and conditions will apply for **Simcoe** County south of Highway #88.

ARTICLE II - UNION SECURITY

2.1 All employees shall, when working in a position within **the bargaining** unit described in Article I hereof, as a condition of employment, **become or remain a member** of the Union within seven (7) days of such employment and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement.

2.2 All personnel hired shall be required to have a **Clearance Card issued** by the Union before they start work, unless other arrangements **are made with** the Union. Such Clearance Card will not be unreasonably withheld. X

2.3 Employees working under this Agreement shall be members of the Union in good standing, or make application to become members of the Union within seven (7) days of hiring or be replaced upon written request by the Union.

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T**2.4 Working Dues Check-Off**

- (a) As a condition of employment, the Employer shall require each employee to sign a form which **authorizes** the Employer to deduct regular monthly Union dues, Working Dues of one and one-half percent (**1-1/2%**) of the employee's regular hourly rate per hour for each hour worked, initiation fees and annual assessments from the employee's pay.
- (b) All dues, . fees and assessments so deducted shall be remitted together with Pension and/or Benefit contributions as set out in this Agreement on or before the **15th** day of the month following the month in which **such** deductions were made. The Employer shall, when making all remittances to the Union, identify employees both by name and Social Insurance Number and indicate the amount deducted from each employee.

ARTICLE III - INDUSTRY AND TRAINING FUND

3.1 The Union agrees that each employer bound by this agreement shall contribute one percent (**1%**) of each employee's hourly rate per hour for each hour worked by each employee covered by this agreement as each employer's contribution to the cost of negotiating and administering this agreement.

3.2 The Employer shall remit such contributions with the other contributions under Articles IX and **2.4** above, together with the supporting information as required by the Trustees on the Reporting Form.

3.3 Such contributions shall be immediately paid to the Metropolitan Toronto Sewer and Watermain Contractors Association by the Administrator of the Funds.

3.4 The Metropolitan Toronto Sewer and Watermain Contractors Association agrees to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of contributions made under Article **3.1**.

3.5 Each Employer bound by this Agreement shall contribute fifteen cents (**\$0.15**) per hour and seventeen cents (**\$0.17**) per hour effective May 1, 1991 for each hour worked by each employee covered by this Agreement, as each Employer's contribution to a mutually trusteed Training Fund.

ARTICLE IV - MANAGEMENT RIGHTS

4.1 The Union agrees that it is the exclusive function of each Employer covered by this Agreement:

- (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, 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 the employees.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

5.2 It is understood and agreed that an employee does not have a grievance until he has discussed the matter with 'his foreman and given him an opportunity of dealing with the complaint. The employee may have his Steward or Business Representative present, if he so desires.

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

STEP NO. 1: Within ten working days after the circumstances giving rise to the grievance occurred or originated (save and except grievances arising out of discharge cases in which case the grievance shall be brought forward within five-days of the employee being notified of his discharge, and save and except grievances involving monetary items as defined in Article 5.4), the aggrieved employee, with his Business Representative, may present his grievance which shall be reduced to writing on a form supplied by the Union and approved by the Employers, to the official of the Company named by the Company to handle grievances at this step. Should no settlement satisfactory to the employee be reached within five (5) full working days, the next step in the grievance procedure may be taken at any time within five (5) full working days thereafter.

STEP NO. 2: The Union Grievance Committee, if it considers it a valid grievance, may submit the grievance to a committee of the Association and the respective committee shall meet as promptly as possible thereafter in an endeavour to **settle the** grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to Arbitration as provided in Article VI below at any time within ten (10) working days thereafter; but not later.

5.4 Monetary grievances are defined as those involving payment for hours of work, rates of pay, overtime, vacation and statutory holiday pay, premiums (shift and compressed air), travelling expenses, room and board allowance, benefit and pension contributions, reporting allowances, but not including grievances arising out of classification assignment. Such monetary grievances shall be brought forward at Step No. 1 within three (3) months after the circumstances giving rise to the grievance occurred or originated.

In those instances where the Union is required to file a second or subsequent monetary grievance under this Article and such grievance is settled with the assistance of the Ontario Labour Relations Board, the Employer responsible for violation of the Agreement will pay the legal costs incurred by the Union to arrive at such settlement. Should the Union refer a grievance to the Ontario Labour Relations Board and fail to prove the alleged violation, and such failure to prove violation is established by Board decision, the Union will pay the legal costs incurred by the Employer as a result of such referral.

ARTICLE VI - ARBITRATION

6.1 The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried out through all the steps of the Grievance Procedure outlined in Article V above, which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

6.2 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.

6.3 The party requesting arbitration shall name its appointee at the time of requesting arbitration, and the other party shall name its appointee within two working days thereafter.

6.4 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 nominate an impartial person to act as Chairman.

6.5 The decision of the Board of Arbitration or a majority of such Board constituted in the above manner or, if there is no majority, the decision of the Chairman shall be binding on the employee., the Union and the Employer.

6.6 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 decision inconsistent with the terms and provisions of this Agreement.

6.7 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, if any, of the Chairman.

- (a) The nature of the grievance, the remedy sought and the Section or Sections of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and not be subject to change in later steps.
- (b) In determining the time which is allowed in the various steps, Sundays and Statutory Holidays shall be excluded, and any time limits may be extended by agreement in writing.

(c) If advantage of the provisions of Articles V and VI 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 reopened.

ARTICLE VII - MANAGEMENT GRIEVANCES - UNION GRIEVANCES

7.1 It is understood that the Association, on its own behalf and on behalf of any of its member Companies, 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 way as a grievance of an employee. Such grievance shall be processed at Step No. 2 of the Grievance Procedure set out in Article V hereof.

7.2 A policy grievance which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit, in regard to which a 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 such policy grievance occurred, and if it is not settled at this stage, it may go to a Board of Arbitration in the same manner as a grievance of an employee.

ARTICLE ~~VII~~ VACATION PAY AND STATUTORY HOLIDAY PAY

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8.1 Vacation and Statutory Holiday Pay shall be credited weekly to each employee covered by this Collective Agreement, at the rate of ten percent (10%) of the gross wages earned, and income tax will be deducted weekly.

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It is understood and agreed that four percent (4%) of the gross wages is to be considered Vacation Pay and six percent (6%) of the gross wages is to be in lieu of Statutory Holiday Pay.

It is further understood that Vacation Pay and Statutory Holiday pay credits will be paid to employees on termination and on the first pay day of July and November in each year.

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ARTICLE IX - WELFARE AND PENSION PLANS

9.1 The parties hereto agree that the Welfare Benefit Plan presently in existence shall continue. The amount of monies to be paid into the Welfare Plan by each Employer shall be eighty cents (**\$0.80**) per hour for each hour earned by each Operating Engineer in his employ. Effective May 1, 1991, the Employer contribution shall be increased to eighty-five cents (**\$0.85**) per hour for each hour earned by each Operating Engineer in his employ.

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9.2 The parties hereto agree that the Pension Plan presently in existence shall continue. The amount ~~of~~ monies to be paid into the Pension Plan by each Employer shall be one dollar and twenty five cents (**\$1.25**) per hour for each hour earned by each Operating Engineer in his employ. Effective May 1, 1991, the Employer contribution shall be increased to one dollar and forty cents (**\$1.40**) per hour for each hour earned by each Operating Engineer in his employ.

9.3 These monies shall be remitted in accordance with this Agreement to the Welfare Trust Fund and Pension Trust Fund which Funds shall be administered by an equal number of Trustees appointed by the Union and an equal number of Trustees appointed by the Employer.

9.4 Payments into the Welfare Fund and Pension Fund are to be made by the fifteenth (**15th**) day of the month following the month for which payment is due, and at no time shall the contributions be paid directly to the employee. In the event that such contributions are not received by the last day of the month, a delinquency notice shall be sent to the delinquent Employer with a copy to be sent to **M.T.S.W.C.A.** If such contributions are not submitted within thirty (**30**) days of such notice, the Employer shall be deemed to be in arrears. It is agreed that by joint agreement, the Trustees of the Welfare Fund and the Trustees of the Pension Fund shall be empowered to charge interest at the rate of two percent (**2%**) per annum above the current prime interest rate, calculated and applied on a monthly basis, on failure of an Employer to make payment due to the Welfare Fund and/or Pension Fund in accordance with this Article, and the delinquent Employer shall be required by the Trustees of the Funds to deposit with the Trustees a five thousand dollar (**\$5,000.00**) cash bond, or an amount equal to three (**3**) months' contributions, whichever is greater, but not exceeding twenty thousand dollars (**\$20,000.00**).

9.5 In the event that the Employer is deemed to be in arrears as stated in Article 9.4, the employees may refuse to work and shall have the right to picket at any of the projects where the Employer is engaged and the Employer agrees that such refusal to work, or such picketing, shall not constitute an unlawful strike or unlawful picketing, as the case may be, within the provisions of the Ontario Labour Relations Act or this Collective Agreement, and the Employer agrees not to prosecute any person for such conduct.

9.6 Every Employer bound by this Collective Agreement hereby covenants and agrees to sign a Participation Agreement with the Trustees in the form attached hereto as "Appendix B".

ARTICLE X - STATUTORY HOLIDAYS

10.1 The following are **recognized** by the Employers as Statutory Holidays:

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|----------------|------------------|------------|
| New Year's Day | Labour Day | <u>53</u> |
| Good Friday | Thanksgiving Day | <u>090</u> |
| Victoria Day | Christmas Day | |
| Dominion Day | Boxing Day | |
| Civic Holiday | | |

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

ARTICLE XI - REPORTING ALLOWANCE

11.1 An employee who reports for work at the Employer's shop or site, unless directed not to report the previous day by his Employer, 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. 46
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11.2 An employee who reports for work at the Employer's shop or job site, unless directed not to report the previous day by his Employer, and for whom no work is available due to inclement weather, shall receive a minimum of two (2) hours' reporting time at the applicable rate, provided the employee remains on the job for two (2) hours after his designated starting time, if requested to do so by the foreman. If an employee is directed to work and commences to work, the provisions of Article 11.1 shall apply. 48
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ARTICLE XII - PAYMENT OF WAGES

12.1 Wages shall be paid weekly on the job during working hours Thursday of each week. Wages shall be paid by cash or cheque at the option of the Employer and shall be accompanied by a retainable slip outlining rate of pay, hours of work, overtime hours, deductions for Income Tax, Unemployment Insurance, **CPP**, etc., where applicable. It is further agreed that an employee's pay slip will show the number of hours worked in each week.

12.2 In the case of layoff, all men will be notified the day before the layoff where practical, but in any event shall receive one (1) hour's notice in advance of the layoff.

12.3 Whenever Unemployment Insurance Separation Certificate, Vacation Pay and Statutory Holiday Pay Credits and pay cheque are not given to employees at the time of termination, they shall be sent by the Employer to the employee, by registered mail, to his last known address within three (3) business days of the time of termination.

12.4 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 three (3) business days to correct such default.

ARTICLE XIII - OUT-OF-TOWN ALLOWANCES AND TRAVELLING TIME

13.1 (a) Metropolitan Toronto Free Zone - within the area west of the Pickering Town Line (to Lake Ontario), south of Highway #7 and Langstaff Road (or its continuation) and east of Highway #410 and Cawthra Road, no travel shall be paid.

(b) In regard to travelling time outside of the Metropolitan Toronto Free Zone, the Free Zone consisting of the area west of the Pickering Town Line (to Lake Ontario), south of Highway #7 and Langstaff Road (or its continuation) and east of Highway #410 and Cawthra Road, but within the boundaries of the west side of County Line #23, south side of Highway #9, east side of Highway #25 or their extensions, including the Town of Newmarket, employees will be granted ten dollars (\$10.00) per day travelling allowance when Company Transportation to the job is not supplied, and it is understood when an employee is sent out of town by his employer in the circumstances contemplated by Articles 13.2 and 13.3, the employer will maintain the rate of wages and hours of work for such employee, as provided in this agreement.

13.2 In regard to travelling time in the fringe area (see Article 13.1 (b) above), beyond the west side of County Line #23, south side of Highway #9, east side of Highway #25 or their extensions, and beyond the Town of Newmarket, up to a radius of 100 kilometres, the employee will be paid at the rate of thirty two cents (\$0.32) per road kilometre, one way from the Toronto City Hall to the job-site.

Effective May 1, 1991, the employee will be paid thirty three cents (\$0.33) per road kilometre, one way from the Toronto City Hall to the job site. Such payment is in lieu of room and board and is not paid when company transportation to the job is supplied and straight time one way to a maximum of one and one-half (1 1/2) hours pay a day one way is paid to the employee.

13.3 In regard to out-of-town allowances, it is understood that if the Employer requires an operator to be out of town overnight, the Employer will provide suitable room and board for the employee up to a maximum of sixty dollars (\$60.00) per day and three hundred dollars (\$300.00) per week. It is further understood that on projects located beyond 160 kilometres, out-of-town allowances shall be paid seven (7) days per week, in which case room and board allowance will become seventy (\$70.00) per day and four hundred and ninety dollars (\$490.00) per week effective May 1, 1991.

ARTICLE XIV - REPRESENTATION

14.1 Business Representatives of the Union shall have access to any job at any time provided notice is given to the available Employer's representative on the job-site. The Union agrees it will not interfere with the work except to correct a safety violation. The Union further agrees to give such assistance as is required of it by the Employer to secure competent and qualified men for the job.

14.2 The Employers agree 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 the Stewards as they are appointed.

14.3 The Job Steward shall be the last employee laid off provided he is competent to **complete the work to be completed.** zc/A

ARTICLE XV - PRODUCTIVITY

15.1 The Union and the Employers **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.

15.2 During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown, or picketing which will interfere with the regular schedule of work, and each Employer agrees that it will not cause a lockout. The Employers shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing or slowdown which interferes with the regular schedule of work.

15.3 The Union agrees it will not involve the Association or its member Companies 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.

5/1 15.4 The Employer agrees to engage as sub-contractors only those who are in contractual relations with the Union.

15.5 If an Employer covered by this Agreement engages in work other than Sewer and Watermain construction, and such other work comes within the purview of the existing Collective Agreement between the Union and The Metropolitan Toronto Road Builders' Association, the rates of pay and conditions of work of that Agreement shall apply. Similarly, if an Employer covered by this Agreement engages in work generally **recognized** as Heavy Construction (overpasses, bridges, etc.), the rates and conditions prevailing in the Collective Agreement between the Union and the Operating Engineers Employer Bargaining Agency shall apply. It is further **recognized** that on all subway construction for the **T.T.C.**, GO Transit or other public transportation systems, the rates and conditions of the Agreement between the Union and the Operating Engineers Employer Bargaining Agency shall apply.

ARTICLE XVI - SAFETY, SANITATION AND SHELTER

16.1 On all jobs where more than five (5) employees are continuously employed, shelter (heated when necessary) will be provided for employees to eat their lunch and store their clothing. Sanitary toilets will be provided in accordance with Municipal Health Regulations. It is understood that the conditions of the facilities provided for above and in Article 16.3 shall be maintained in a clean and sanitary condition by the employees and the employer. 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 short duration.

16.2 The Employer shall supply safety helmets to employees at no cost. If an employee at termination of employment does not return said helmet, he shall be charged at cost. If the helmet is returned and has been made unwearable from **willful** neglect and abuse, the employee shall be charged for the full replacement value.

16.3 It is further agreed that 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. Further, if a trailer is used at the job site for storage of tools and equipment, in addition to use as lunchroom facilities, the tool storage area will be partitioned off and the lunchroom facilities will be heated when necessary.

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16.4 A Safety **Committee** is to be established composed of two members of the **Union** and two representatives from the Association. Meetings, not to exceed one per month, will be held when requested by either party.

16.5 When employees are required to perform their duties in wet weather, the Employer agrees to supply suitable protective clothing, including rubber boots, which will be returned to the foreman when the assigned duties are completed. It is understood that this provision does not apply to employees who are required to wear rubber boots in the normal course of their duties.

16.6 The Employer shall, at his own expense, furnish to any employee injured in his employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.

16.7 An employee who is injured during working hours in a compensable accident 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.

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

16.9 Trucks used to transport employees will be covered and tools will be secured in tool boxes. No materials will be carried in the trucks in a manner endangering the safety of the employees being transported.

16.10 On projects where the company provides locked-up facilities for employees to store their tools and clothing, the company will reimburse an employee for up to one hundred **seventy-five dollars (\$175.00)** for loss due to fire or theft resulting from a break-in to such locked-up facilities. To be eligible for such reimbursement an employee must have company approval for the tools and clothing that will be placed in such locked-up facilities.

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ARTICLE XVII - HOURS OF WORK, OVERTIME: WAGE RATES, ETC.

17.1 Attached hereto as Schedules "A", "B" and "C" to this Agreement are Schedule of Hours of Work, Overtime, Wage Rates and Shift Premiums in Open Cut Work and Tunnel Work respectively, and they are hereby made part of this Agreement. Schedule "C" rates and conditions will apply for **Simcoe County** north of Highway #88. Board Area #8 rates and conditions will apply for **Simcoe county** south of Highway #88.



17.2 Any equipment currently being operated by members of Local 793 which might be or will be run by remote control or semi-automatic will continue to be operated by members of Local 793 where qualified.



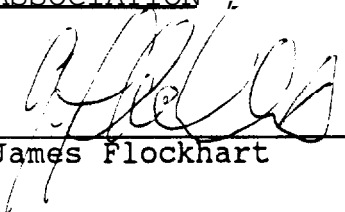
ARTICLE XVIII - DURATION OF AGREEMENT

18.1 This Agreement shall become effective May 7, 1990, and shall remain in effect until the 30th day of April 1992, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement, no more than one hundred and twenty (120) days before the **30th** day of April 1992, or in a like period in any year thereafter.

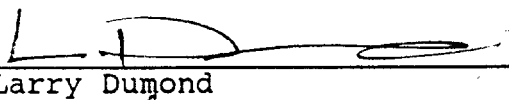
IN WITNESS WHEREOF the Party of the First Part and the Party of the Second Part have caused their proper Officers to affix their signatures this 30th day of September, 1991, at Toronto.


THE METROPOLITAN TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION

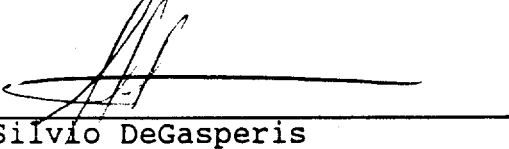
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793


James Flockhart


Business Manager


Larry Dumond


Recording Secretary


Silvio DeGasperi


President

SCHEDULE "A"

A SCHEDULE APPLYING TO "OPEN CUT" WORK FOR SEWER AND WATERMAIN CONSTRUCTION IN BOARD AREA #8, AND SIMCOE COUNTY, SOUTH OF HIGHWAY #88:

1. HOURS OF WORK AND OVERTIME

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(a) Overtime at the rate of time and one-half (1 1/2) the employee's current hourly rate shall be paid to all employees, except watchmen, for all work performed in ~~excess of forty-eight (48) hours~~ per week, made up of four (4) ~~ten (10) hour days~~ Monday to Thursday inclusive, and one (1) eight (8) hour day on Friday, excluding travelling time to and from the job.

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(b) Overtime at the rate of double the employee's current hourly rate shall be paid to all employees for all work performed on Saturdays, Sundays and on the Statutory Holidays in Article X of this Agreement.

(c) Employees will be allowed one coffee break in each half of the working shift.

(d) 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 (5) consecutive hours without a lunch break.

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2. WAGES AND CLASSIFICATIONS

- 2.1 Engineers operating cranes, clams, shovels, backhoes, derricks, pile drivers, **gradalls**, mobile cranes, caisson boring machines 25 HP and over, side booms and similar equipment:

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 22.53	\$ 22.98	\$ 24.62

- (a) Grader "A", and fine grade bulldozer operator:

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 22.28	\$ 22.73	\$ 24.37

- 2.2 Heavy-duty field mechanics, equipment repair welders, operators of **pitman** type crane (Hydra-Lift truck mounted hydraulic):

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 22.03	\$ 22.48	\$ 24.12

- 2.3 Operators of bulldozers, tractors, scrapers, **emcos**, graders "B", overhead loaders and similar equipment, farm and **industrial** tractors with excavating attachments, trenching machines, caisson boring machines under **25HP**:

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 21.93	\$ 22.38	\$ 24.02

- 2.4 Servicemen on shovels, compressors, pumps, boom truck drivers, operators of 5 or more heaters, and packer with blade:

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 21.18	\$ 21.63	\$ 23.27

- 2.5 Self Propelled Rollers:

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 19.06	\$ 19.51	\$ 21.15

2.6 Oilers, greasers, mechanics' helpers:

	<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
Third Year	\$ 19.96	\$ 20.41	\$ 22.05
Second Year	\$ 18.96	\$ 19.41	\$ 21.05
First Year	\$ 17.96	\$ 18.41	\$ 20.05

3. MAINTENANCE OF EXISTING RATES

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

25.1A
1

4. TRAINING OR LEARNING PERIOD

25.1e
1

The parties agree to establish an apprenticeship and a training program. If the program is **adopted**, operators will be protected.

5. SHIFT PREMIUM

44+45/100125

A shift premium of one dollar and twenty five cents (\$1.25) per hour effective May 7, 1990 and one dollar and seventy five cents (\$1.75) per hour effective May 1, 1991 will be paid for all work performed on a regularly scheduled shift which commences after twelve (12) noon or before five-thirty (5:30) A.M. Such shift premium will not be used to circumvent payment of overtime, as provided for in Schedule A, Article 1 (above).

SCHEDULE B

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:

1. HOURS OF WORK AND OVERTIME

- (a) Overtime at the rate of time and one-half ($1\frac{1}{2}$) the employee's current hourly rate shall be paid to all employees, except watchmen, for all work performed in excess of 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 ($1\frac{1}{2}$) 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 to terminate 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 fifteenth (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.
- (b) Subject to the provisions of paragraph (a) above, overtime at the rate of double the employee's current hourly rate shall be paid to all employees for all work performed on Saturday.
- (c) Overtime at the rate of double the employee's current hourly rate shall be paid to all employees for all work performed on Sundays and the Statutory Holidays listed in Article X of this Agreement.
- (d) Employees will be allowed one coffee break in each half of the working shift.
- (e) Employees shall be allowed a one-half ($\frac{1}{2}$) 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 (5) consecutive hours without a lunch break.**
- (f) 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.

2. WAGES AND CLASSIFICATION

2.1. Engineers operating all hoists hoisting materials out of shafts, tuggers and derricks with lifting capacity over 2,000 lbs., compressor house set-up man:

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 22.50	\$22.95	\$ 24.59

2.2. Heavy-duty field mechanics, engineers operating shaft hoist, tuggers and derricks, 2000 lbs or less, compressor operators, 500 cfm or over:

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 22.25	\$ 22.70	\$ 24.34

3. MAINTENANCE OF EXISTING RATES

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

4. SHIFT PREMIUM

Effective May 7, 1990, a shift premium of one dollar and ninety five cents (\$1.95) per hour will be paid for all work performed on a second and third shift. Effective May 1, 1991 a shift premium of two dollars and forty five cents (\$2.45) shall be paid.

5. PREMIUM RATES IN COMPRESSED AIR:

<u>Air Pressure</u>	<u>May 7, 1990</u>	<u>May 1, 1991</u>
1 to 14 lbs.	\$ 15.00	\$ 16.00
15 to 20 lbs.	19.50	19.50
21 lbs.	23.50	23.50
Over 21 lbs.	\$ 2.00 per lb. over and above the rate for 21 lbs.	

SCHEDULE "C"

A SCHEDULE APPLYING TO SEWER AND WATERMAIN CONSTRUCTION IN THE PORTION OF SIMCOE COUNTY WHICH LIES NORTH OF THE NORTH SIDE OF HIGHWAY #88:

As specifically provided in this Schedule "C" and only in so far as it is in conflict with the express terms and conditions of the remainder of this agreement, the following additional terms and conditions shall apply to that portion of the County of Simcoe lying north of the north side of Highway #88:

1. WAGES AND CLASSIFICATIONS FOR THOSE DISPATCHED FROM THE BARRIE OFFICE

2.1 Engineers operating cranes, clams, shovels, backhoes, derricks, pile drivers, gradalls, mobile cranes, caisson boring machines 25 HP and over, side booms and similar equipment:

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 19.15	\$ 19.53	\$ 20.93

(a) Grader "A", and fine grade bulldozer operator:

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 18.94	\$ 19.32	\$ 20.71

2.2 Heavy-duty field mechanics, equipment repair welders, operators of pitman type crane (Hydra-Lift truck mounted hydraulic):

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 18.73	\$ 19.11	\$ 20.50

2.3 Operators of bulldozers, tractors, scrapers, emcos, graders "B", overhead loaders and similar equipment, farm and industrial tractors with excavating attachments, trenching machines, caisson boring machines under 25HP:

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 18.64	\$ 19.02	\$ 20.42

2.4 Servicemen on shovels, compressors, pumps, boom truck drivers, operators of 5 or more heaters, and packer with blade:

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 15.89	\$ 16.22	\$ 17.45

2.5 Self Propelled Rollers:

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 14.30	\$ 14.63	\$ 15.86

2.6 Oilers, greasers, mechanics' helpers:

	<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
Third Year	\$ 14.97	\$ 15.31	\$ 16.54
Second Year	\$ 14.22	\$ 14.56	\$ 15.79
First Year	\$ 13.47	\$ 13.81	\$ 15.04

2. HOURS OF WORK

Employees hours of work shall consist of fifty (50) hours per week, made up of five (5) ten (10) hour days, Monday to Friday.

3. TRAVEL TIMOUT OF TOWN ALLOWANCE

In regard to out-of-town allowance, it is understood that if the Employer requires an employee to be out of town overnight, the Employer will provide suitable room and board.

In regard to travelling time in the fringe area, beyond the fifty (50) kilometre radius up to a radius of one hundred (100) kilometres, the employee will be paid at the rate of Twenty-Six Cents (\$0.26) per road kilometre one way from the Town Hall in the employer's home base area to the job site. Such payment is in lieu of room and board and is not paid when company transportation is supplied and straight time to a maximum of one and one half (1 1/2) hours pay a day one way is paid to the employee.

4. SUB-CONTRACTOR

The company agrees to give preference to those Sub-Contractors who are in contractual relations with Local 793 for work covered by this agreement provided such Sub-Contractors are available, capable and bid competitively at tenders. This applies to **Sub-Contractors** for grubbing, landscaping, fencing, guardrails, curbs and gutters, and sidewalk and asphalt paving.

5. REGULAR EMPLOYEES

Regular employees shall be protected.

APPENDIX ALIST OF CONTRACTOR MEMBERS (EMPLOYERS)

ADVICE CONTRACTING LTD. ✓
 26 Wootten Way North
 Markham, Ontario L3P 3L9
 294-7718

ALSI CONTRACTING LTD. ✓
 115 Rodinea Road
 P.O. Box 340
 Maple, Ontario LOJ 1E0
 832-2936

ARGO SEWER & WATERMAIN LTD. ✓
 85 Passmore Avenue; P.O. Box 295
 Agincourt, Ontario M1S 3B6
 291-1986

BAR-BRO CONSTRUCTION ✓
 255 Spinnaker Way, Unit #10
 Concord, Ontario L4K 4J1
 738-4166

BRADLER MECHANICAL LTD. ✓
 P.O. Box 189
 Milliken, Ontario L0H 1K0
 887-5888

CDC CONTRACTING ✓
 10 Bradwick Drive
 Concord, Ontario L4K 2T3
 738-4303

CALDER HILL CONTRACTING LTD. ✓
 8 Cedar Avenue
 Thornhill, Ontario, L3T 3V9
 889-5004

CLEARWAY CONSTRUCTION LTD. ✓
 45 Rodinea Road, Unit 10
 Maple, Ontario L6A 1R3
 832-2981

CLIFFSIDE UTILITY CONTRACTORS
 LTD.
 3660 Midland Avenue
 Scarborough, Ontario M1V 4V3
 293-7004 ✓

COLVU CONTRACTING LIMITED ✓
 24 Ruggles Avenue
 Thornhill, Ontario L3T 3S5
 881-0653

COMER CONSTRUCTION ✓
 50 Fernstaff Court, Unit #7
 Concord, Ontario L4K 3L7
 660-0022

CON-DRAIN COMPANY (1983) LTD. ✓
 69 Connie Crescent
 Concord, Ontario L4K 1L3
 669-5400

CO-X-CO CONSTRUCTION LTD. ✓
 28 Millwick Drive
 Weston, Ontario M9L 1Y3
 741-6207

CRAFTWOOD CONSTRUCTION CO. LTD. ✓
 7 Connie Street
 Toronto, Ontario M6L 2H8
 247-6231

CUCCI CONSTRUCTION LIMITED ✓
 5390-A Ambler Drive
 Mississauga, Ontario L4W 1G9
 625-1030

DALV CONSTRUCTION LIMITED
126 Edilcan Drive, Unit #1
Concord, Ontario, L4K 3S5
660-7532

D'ANDREA CONTRACTING CO. LTD.
1051 Martin Grove Road
Rexdale, Ontario M9W 4W6
244-4249

DIBCO UNDERGROUND CO. LTD.
R.R. #3
Bolton, Ontario L7E 5R9
678-6505

D'ORAZIO DRAIN & WATERMAIN
COMPANY LIMITED
6149 Shawson Drive
Mississauga, Ontario L5T 1E4
677-1191

DIMARCO PLUMBING & HEATING CO.
151 Milvan Drive
Weston, Ontario M9L 1Z8
743-1357

DRAINEX CONSTRUCTION LTD.
328 North Rivermede Rd., Unit #8
Concord, Ontario, L4K 3N5
669-1124

DRANCO GROUP INC.
25 Clark Blvd.
Brampton, Ontario L6W 1X4
457-1722

DUFFERIN CONSTRUCTION
505 North Service Road E.
Oakville, Ontario L6H 1A5
842-2741

EARTH BORING COMPANY LTD.
P.O. Box 57
Mississauga, Ontario L5M 2B7
277-9632

ELMFORD CONSTRUCTION CO. LTD.
43 Peelar Road
Concord, Ontario L4K 1A3
669-1834

EN-SAN CONTRACTORS LIMITED
366 Signet Drive, Suite 3
Weston, Ontario M9L 1V3
748-8734

THE FOUNDATION CO. OF CDA LTD
3660 Midland Avenue
Scarborough, Ontario M1V 4V3
754-8689

HARGUY CONSTRUCTION (1968) LTD.
46 North Queen Street
Toronto, Ontario M8Z 2C4
239-4772

KEEWAY CONSTRUCTION CO. LTD.
1230 Midway Blvd., Unit 201
Mississauga, Ontario L5T 2G8
670-7191

KING CROSS CONTRACTING LTD.
12473 Hwy. 50 South
P.O. Box 488
Bolton, Ontario L7E 1A0
857-0864

KLEEN-WAY CONSTRUCTION LTD.
138 Creditstone Road
Concord, Ontario L4K 1P2
661-5325

LAMCO CONSTRUCTION LIMITED
P.O. Box 404
Gormley, Ontario L0H 1G0
887-9161

LOU LECLAIR CONTRACTING LTD.
23 Station
Maple, Ontario L0J 1E0
832-1334

LISANTI PROJECTS LTD.
214 Merton Street, Suite #300
Toronto, Ontario M4S 1A6
485-9323

POCE CONSTRUCTION
20 Jutland Road
Toronto, Ontario M8Z 2G9
259-7839

POWER CONTRACTING INC.
9 Cedar Avenue
Thornhill, Ontario L3T 3W1
225-2525

QUADSONS CONSTRUCTION
100 Bradwick Drive
Concord, Ontario L4K 1K8
660-7860

FERNVIEW CONSTRUCTION LIMITED
P.O. Box #33
Bolton, Ontario LOP 1A0
794-0132

G. MACERA CONTRACTING LTD. ✓
1834 Drew Road
Mississauga, Ontario L5S 1J6 ✓
673-2434/673-2417

JNO. MAGUIRE CONTRACTING
COMPANY LIMITED ✓
P.O. Box 6
Don Mills, Ontario M3C 2R6
475-6616

MANDO CONTRACTING LTD. ✓
600 Bowes Rd., Unit 40 ✓
Concord, Ontario, L4K 4A3
660-7350

MARCOTT TUNNELLING INC. ✓
1834 Drew Road
Mississauga, Ontario L5S 1J6
678-6200

C&M MCNALLY ENGINEERING ✓
5035 North Service Rd., Unit 59
Burlington, Ontario, L7L 5V2
332-3990

PACHINO CONSTRUCTION CO. LTD.
P.O. Box 1629
Stouffville, Ontario, L4A 8A4
640-8891

PELAR CONSTRUCTION LTD. ✓
8635 Keele St., Bld. B
Concord, Ontario L4K 2N1
669-2979

PERAN TUNNELLING LTD. ✓
2781 Hwy #7 West, Suite 204 ✓
Concord, Ontario L4K 1W1
660-3105

PILEN CONSTRUCTION OF CDA LTD ✓
R.R. #9, 22 Cadetta Road ✓
Brampton, Ontario L6T 3Z8
794-0752

PISA CONSTRUCTION CO. LTD. ✓
2411 Teston Side Road ✓
Maple, Ontario L0J 1E0
832-8916

RABITO SEWER & WATERMAIN
CONTRACTING LTD. ✓
71 Smithy Street ✓
Markham, Ontario L3P 4T5
294-8951

RIVIERA SEWER FORMING LTD.
R.R. #1
Bolton, Ontario L7E 5R7 ✓
880-1215

GEO. ROBSON CONSTRUCTION
(WESTON) LTD. ✓
R.R. #1
Schomberg, Ontario LOG 1T0
460-1502

G.C. ROMANO SONS (TORONTO) LTD. ✓
8760 Jane Street ✓
Concord, Ontario L4K 2M9 ✓
669-2396

ROSEWAY CONSTRUCTION LTD. ✓
202A Oakdale Road, Suite 11
Downsview, Ontario M3N 2S5
746-3505

RYMALL CONSTRUCTION CO. LTD. ✓
5775 Atlantic Drive, Unit #10 ✓
Mississauga, Ontario L4W 4P3
670-2256

SALVADOR EXCAVATING LTD. ✓
332 John Street ✓
Thornhill, Ontario L3T 5W6
881-2206

SANSONE CONSTRUCTION CO. LTD.
5109 Steeles Avenue West
Suite 204
Weston, Ontario M9L 2Y8
747-9700 ✓

E.R.P. SAVINI CONSTRUCTION
22 Creditstone Road
Concord, Ontario L4K 1C6
669-2399 ✓

STANCON (717401 Ontario Ltd)
160 Derry Road East
R.R. #6
Mississauga, Ontario L5M 2B5
450-0440 ✓

SUBGRADE CONSTRUCTION CO.
20 Greencrest Circuit, Suite 103
Scarborough, Ontario M1G 1B8
289-1561 ✓

SUPPA CONSTRUCTION LTD.
3100 Steeles Avenue West
Suite 204
Concord, Ontario, H4K 3R1
851-8054 ✓

TACC CONSTRUCTION
270 Chrislea Rd.
Woodbridge, Ontario, L4 8A8
856-8500 ✓

TESTON PIPELINES
45 Rodinea Road, Unit #10
Maple, Ontario L6A 1R3
832-1983 ✓

TIMBEL LIMITED
2610 Weston Road
Suite 203
Weston, Ontario M9N 2Ba
240-9650 ✓

TOPSITE CONTRACTING LIMITED
273B Bowes Road, Unit 7
Concord, Ontario L4K 1H8
661-2338 ✓

VALENTINE UNDERGROUND SERVICES
LIMITED ✓
451-A Attwell Drive
Rexdale, Ontario M9W 5C4
674-0901

WARDEN CONSTRUCTION CO. LTD. ✓
P.O. Box 758, Postal Station B
Willowdale, Ontario M2K 2R1
475-1748

WARDET LIMITED ✓
345 Wilson Avenue
Suite 302
Downsview, Ontario M3H 5W1
633-3020

WASERO CONSTRUCTION LTD. ✓
366 Signet Drive
Suite #3
Weston, Ontario M9L 1V3
748-8734

WESTWOOD DRAIN CO. LTD. ✓
1755 Drew Road
Mississauga, Ontario L5S 1J5
673-5555

GEORGE WIMPEY CANADA LIMITED ✓
80 North Queen Street
Toronto, Ontario M8Z 5Z6
233-5811

(69)

APPENDIX 'B'

LETTER OF UNDERSTANDING #1Members Welfare and Pension Premiums

The collective agreement (the "**Agreement**") between the Association and the Union for the term May 7, 1990 to April 30, 1992 shall be amended as follows:

1. With respect to Article 9.2 of the Agreement, the amounts **therein** shall be increased by two cents (**\$0.02**).
2. It is understood that the two cents (**\$0.02**) additional payment provided for in paragraph 1 of this Letter, will be paid on the sole understanding that Employers' duties and obligations under section 5a of the Ontario Workers' Compensation Act, **R.S.O. 1980, c.539** as amended (the "**WCA**") can and shall be covered and fully discharged by the Welfare Trust Fund which relates to Article 9.1 of the Agreement and the Pension Trust Fund which relates to Article 9.2 of the Agreement (collectively, the "**Plans**"). In consideration of the Employer contribution, the Union hereby indemnifies and saves harmless the Association and the Employers from any and all duties and obligations arising out of or related to section 5a of the **WCA**.
3. Should the Plans fail to ensure compliance with section 5a of the **WCA**, then the two cent (**\$0.02**) contribution referred to in paragraph 2 hereof shall be returned by the Union promptly to the Employers, and the Employers' obligations under this Letter shall be deemed immediately terminated.
4. The Employers' obligations under this Letter shall commence retroactively to September 3, 1990 and be effective until January 2, 1992.

LETTER OF UNDERSTANDING #1 continued....

5. The Employers' obligations under this Letter shall terminate,

a) with the expiration of the Agreement, or

b) in accordance with paragraph 4 hereof,

whichever occurs first.

DATED at this day of ,1991.

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 793

METROPOLITAN TORONTO SEWER &
WATERMAIN CONTRACTORS
ASSOCIATION

Business Manager



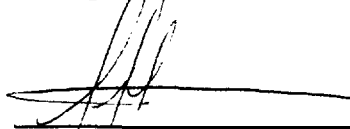
James Flockhart

Recording Secretary



Larry Dumond

President



Silvio DeGasperis



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