

COLLECTIVE AGREEMENT

BETWEEN

**GREATER TORONTO SEWER AND WATERMAIN
CONTRACTORS ASSOCIATION**

- and -

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
Local 793**

Effective Date: May 1st, 1998

**GTSWCA & LOCAL 793 COLLECTIVE AGREEMENT
MAY 1, 1998 – APRIL 30, 2001
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HOURS OF WORK, TRAVEL TIME30 - 32

APPENDIX "A"
LIST OF CONTRACTOR MEMBERS (EMPLOYERS)

ADVICE CONTRACTING	26 Wootten Way North Markham, Ontario 905-642-2437	L3P 3L9
ALSI CONTRACTING	115 Rodinea Road Maple, Ontario 905-832-2936	L0J 1E0
ARMBRO CONSTRUCTION LIMITED	25 Van Kirk Drive, Unit 8 Brampton, Ontario 905-451-0690	L7A 1A6
THE ATLAS CORPORATION	111 Ortona Court Concord, Ontario 905-669-6825	L4K 3M3
BAR-BRO CONSTRUCTION	255 Spinnaker Way, Unit 10 Concord, Ontario 905-738-4166	L4K 4J1
CDC CONTRACTING	10 Bradwick Drive Concord, Ontario 905-738-4303	L4K 2T3
C.M. DIPEDE GROUP LIMITED	7 Connie Street Toronto, Ontario 416-247-6231	M6L 2H8
CALDER HILL CONTRACTING LTD.	8 Cedar Avenue Thornhill, Ontario 905-889-5004	L3T 3V9
CLEARWAY CONSTRUCTION LTD.	45 Rodinea Road, Unit 10 Maple, Ontario 905-832-2981	L6A 1R3

CLIFFSIDE UTILITY CONTRACTORS LTD.	3660 Midland Avenue Scarborough, Ontario 416-293-7004	M1V 4V3
COLVU CONTRACTING LTD.	11 Royal Birkdale Lane Thornhill, Ontario 905-731-6180	L3T 1V1
COMER CONSTRUCTION	50 Fernstaff Court, Unit 7 Concord, Ontario 905-660-0022	L4K 3L6
CON-DRAIN COMPANY (1983) LTD.	30 Floral Parkway Concord, Ontario 905-669-5400 / 416-798-7153	L4K 4R1
CO-X-CO CONSTRUCTION LTD.	1014 Martin Grove Road Etobicoke, Ontario 416-242-6207	M9W 4Y8
CROWN DRAIN CO. LTD.	P.O. Box 334 Richmond Hill, Ontario 905-733-8391	L4C 4Y6
CUCCI CONSTRUCTION LIMITED	5390-A Ambler Drive Mississauga, Ontario 905-625-1030	L4W 1G9
DAIMERSON CONSTRUCTION CO. LTD.	1230 Midway Blvd., Unit 201 Mississauga, Ontario 905-670-7191	L5T 2G8
D'ANDREA CONTRACTING CO. LTD.	1051 Martin Grove Road Rexdale, Ontario 416-244-4249	M9W 4W6
DIBCO UNDERGROUND CO. LTD.	R.R. #3 Bolton, Ontario 905-857-0458	L7E 5R9
DIMARCO PLUMBING & HEATING CO.	151 Milvan Drive Weston, Ontario 416-743-1357	M9L 1Z8

DOM MERIDIAN	1021 Meyerside Drive, Unit 10 Mississauga, Ontario 905-670-8137	L5T 1J6
D'ORAZIO DRAIN & WATERMAIN CO. LTD.	6149 Shawson Drive Mississauga, Ontario 905-677-1191	L5T 1E4
DRAINSTAR	600 Bowes Road, Unit 40 Concord, Ontario 905-738-9980	L4K 4A3
DRANCO GROUP INC.	1919 Albion Road, Rexdale, Ontario 416-675-2682	M9W 6J9
DUFFERIN CONSTRUCTION	690 Dorval Drive, Ste. 200 Oakville, Ontario 905-798-4912	L6K 3W7
EARTH BORING COMPANY LTD.	P.O. Box 57 Mississauga, Ontario 905-277-9632	L5M 2B7
ELMFORD CONSTRUCTION CO. LTD.	43 Peelar Road, Concord, Ontario 905-669-1834	L4K 1A3
EN-SAN CONTRACTORS LIMITED	366 Signet Drive, Suite 2 Weston, Ontario 416-748-8735	M9L 1V3
FERNVIEW CONSTRUCTION LIMITED	P.O. Box 33 Bolton, Ontario 905-794-0132	L7E 5T1
THE FOUNDATION CO. OF CANADA LTD.	3660 Midland Avenue Scarborough, Ontario 416-754-8691	M1V 4V3
GORDY'S CONSTRUCTION EXCAVATING LTD.	5010-19th Avenue Markham, Ontario 905-887-5464	L6C 1M4

HOLLINGWORTH CONSTRUCTION CO.	P.O. Box 424 Gormley, Ontario 905-888-9595	L0H 1G0
JAMES ELLIOTT UNDERGROUND CONSTRUCTION	R.R. #1 Schomberg, Ontario 905-939-8585	L0G 1T0
JIMMY MACK & SON CONSTRUCTION LTD.	1638 4th Concession, R.R. #1, Troy, Ontario 519-647-2313	L0R 2B0
KING CROSS CONTRACTING LTD.	12473 Hwy. #50 South, P.O. 488 Bolton, Ontario 905-857-0864	L7E 5T4
L.J.S. CONSTRUCTION LTD.	3425 Dundas St. W., Suite 100 Toronto, Ontario 416-767-7622	M6S 2S4
LOU LECLAIR CONTRACTING LTD.	23 Station Street Maple, Ontario 905-832-1334	L6A 1P9
LISANTI PROJECTS LTD.	214 Merton Street, Ste. 300 Toronto, Ontario 416-485-9323	M4S 1A6
G. MACERA CONTRACTING LTD.	1834 Drew Road Mississauga, Ontario 905-673-2432 / 905-673-2417	L5S 1J6
MANDO CONTRACTING (1990) LTD.	615 Garyray Drive Weston, Ontario 416-741-1200	M9L 1P9
MARCOTT TUNNELLING INC.	77 Wellington Street East Aurora, Ontario 905-727-0271	L4G 1H7
MARIOFINO CONTRACTING INC.	85 Irondale Drive Weston, Ontario 416-741-2166	M9L 2S6
MAR-KING CONSTRUCTION COMPANY	176 Rivermede Road, Unit 9,	

	Concord, Ontario 905-738-4182	L4K 3M9
C & M McNALLY ENGINEERING	5035 North Service Road, Unit D9 Burlington, Ontario 905-332-3990	L7L 5V2
S. McNALLY & SONS LTD.	1855 Barton Street East P.O. Box 3338, Station "C" Hamilton, Ontario 905-549-6561	L8H 1T5
MEMME EXCAVATION CO. LTD.	1315 Shawson Drive Mississauga, Ontario 905-564-7972	L4W 1C4
NIRAN CONSTRUCTION LTD.	333 Humberline Drive Rexdale, Ontario 416-675-6550	M9W 5X3
PACHINO CONSTRUCTION CO. LTD.	P.O. Box 1629 Stouffville, Ontario 905-640-8891	L4A 8A4
PELAR CONSTRUCTION LTD.	8635 Keele St., Bldg. "B" Concord, Ontario 905-669-2979 / 416-225-9142	L4K 2N1
PERAN TUNNELLING LTD.	2781 Hwy. #7 W., Ste. 204 Concord, Ontario 905-660-3105	L4K 1W1
PILEN CONSTRUCTION OF CANADA LTD.	R.R. 9, Cadetta Road, Brampton, Ontario 905-794-0752	L6T 3Z8
POCE CONSTRUCTION	20 Jutland Road, Toronto, Ontario 416-259-7839	M8Z 2G9
POWER CONTRACTING INC.	9 Cedar Avenue Thornhill, Ontario 416-225-2525 / 905-731-7646	L3T 3W1

PRINTZ CONTRACTING INC.	68 Hatherington Cr., Thornhill, Ontario 905-771-6226	L4J 2M2
RABITO SEWER & WATERMAIN CONTRACTING	10537 McCowan Road, Markham, Ontario 905-624-5356	L3P 3J3
G.C. ROMANO SONS (TORONTO) LTD.	8760 Jane Street Concord, Ontario 905-669-2396	L4K 2M9
RYMALL CONSTRUCTION CO. LTD.	5775 Atlantic Drive, Unit 10 Mississauga, Ontario 905-670-2256	L4W 4P3
E.R.P. SAVANI CONSTRUCTION	22 Creditstone Road Concord, Ontario 905-669-2399	L4K 1C6
TACC CONSTRUCTION	270 Chrislea Road, Woodbridge, Ontario 905-856-8500	L4L 8A8
TESTON PIPELINES	45 Rodinea Road, Unit 10, Maple, Ontario 905-832-1983	L6A 1R3
THORNHILL SEWER & WATERMAIN CONST. CO.	68 Arnold Avenue Thornhill, Ontario 905-886-8727	L4J 1B3
TIMBEL LIMITED	2610 Weston Road, Ste. 203, Weston, Ontario 416-240-9650	M9N 2B1
TOPSITE CONTRACTING LIMITED	273 Bowes Road, Unit B7, Concord, Ontario 905-798-7238	L4K 1H8
VALENTINE UNDERGROUND SERVICES LTD.	451-A Attwell Drive Rexdale, Ontario 416-674-0901	M9W 5C4
WARDEN CONSTRUCTION CO. LTD.	2655-14th Avenue Markham, Ontario 905-475-1748	L3R 0H9

WARDET LIMITED

345 Wilson Avenue, Ste. 302,
Downsview, Ontario M3H 5W1
416-633-3020

WASERO CONSTRUCTION LTD.

272 Bradwick Drive
Concord, Ontario L4K 1K8
905-748-8734

GEORGE WIMPEY CANADA LIMITED

80 North Queen Street
Toronto, Ontario M8Z 5Z6
416-233-5811

THIS AGREEMENT made and entered into this day of 1999.

B E T W E E N:

**GREATER TORONTO SEWER AND WATERMAIN
CONTRACTORS ASSOCIATION**

on behalf of its contractor Member Companies listed in **Appendix "B"**
hereto and all other Employers of Employees on behalf of whom the
Association bargains pursuant to its Accreditation Certificates.

(The Contractor Member Companies listed in **Appendix "B"** 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 "B"** 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 "B"** 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 Certificate 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.

NOW THEREFORE it is agreed as follows:

ARTICLE 1 - 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 City of Toronto, the Regional Municipalities of York and Peel, the Township of Esquesing, the Towns of Oakville and Milton in the Regional Municipality of Halton, the township of Pickering in the Regional Municipality of Durham 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 "B"** 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 in the sewer and watermain industry including the construction, reconstruction, demolition, construction maintenance, rehabilitation and repair of same.
- 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 shall apply for Simcoe County south of Highway #88.

- 1.3** In this agreement, any references to the masculine gender shall include the feminine gender and any references to the feminine gender shall include the masculine gender.

ARTICLE 2 - UNION SECURITY

- 2.1** All employees shall, when working in a position within the bargaining unit described in **Article 1** 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.
- 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.
- 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 two percent (2%) of the employee's regular hourly rate per hour for each hour earned, initiation fees and annual assessments from the employees' pay. The Employer agrees to change the amounts of such regular deductions after being duly notified by the Union.
- (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 3 - INDUSTRY AND TRAINING FUND

- 3.1** The Union agrees that each Employer bound by this Agreement shall, effective May 1st, 1998 contribute the sum of twenty-five cents (25¢) 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. At any one or more times during the term of this agreement or during any extension thereof pursuant to the Labour Relations Act, the Association may increase or decrease said amount by providing thirty (30) days written notice to the Administrator concerned, immediately after which the amount shall be deemed accordingly increased.
- 3.2** The Employer shall remit such contributions with the other contributions under **Articles 9** 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 Greater Toronto Sewer and Watermain Contractors Association by the Administrator of the Funds.
- 3.4** The Greater 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 seventeen cents (17¢) per hour for each hour worked by each employee covered by this Agreement, as each Employer's contribution to a mutually trusteed Training Fund.
- Effective May 1st, 1998 this amount shall increase to Twenty-Two Cents (22¢) per hour worked.

Effective May 1st, 1999 this amount shall increase to Twenty-Seven Cents (27¢) per hour worked.

Effective May 1st, 2000 this amount shall increase to Thirty-Two Cents (32¢) per hour worked.

Effective January 1st, 2001 this amount shall increase to Thirty-Seven Cents (37¢) per hour worked.

ARTICLE 4 - 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 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 5 - 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:

Article 5 - Grievance Procedure - continued

Step No. 1: - Within ten (10) 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 (5) days of the employees 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 6** 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 6 - 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 5** 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 Chair, 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 (2) 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 Chair 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 Chair.
- 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 Chair 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 Chair.

- (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.

Article 6 - Arbitration - continued

- (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 5** and **6** 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 7 - 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 5** 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 8 - VACATION PAY AND STATUTORY HOLIDAY ALLOWANCES

8.1 Vacation and Statutory Holiday Pay shall be paid monthly 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. 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 understood and agreed that the Statutory Holiday and Vacation Pay will not exceed a total of ten percent (10%) of gross wages.

ARTICLE 9 - WELFARE AND PENSION PLANS

9.1 a) Applicable to Schedules "A" and "B" attached hereto

.....Effective **May 1, 1998**, Employers shall contribute in total:

.....Five dollars and twenty-five cents (**\$5.25**) 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.

.....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 "C" of this Agreement.

.....Effective **May 1st, 1999**, the total Employer contributions of five dollars and twenty-five cents (**\$5.25**) per hour shall increase to five dollars and seventy cents (**\$5.70**) per hour.

.....Effective **May 1st, 2000**, the total Employer contributions of five dollars and seventy cents (**\$5.70**) per hour shall increase to six dollars and fifteen cents (**\$6.15**) per hour.

.....Effective **January 1st, 2001**, the total Employer contributions of six dollars and fifteen cents (**\$6.15**) per hour shall increase to six dollars and fifty cents (**\$6.50**) per hour.

Article 9 - Welfare and Pension Plans - continued

9.1 b) Applicable to Schedule "C" attached hereto

.....Effective **May 1, 1998**, Employers shall contribute in total:

.....Four dollars and ninety-two cents (**\$4.92**) 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.

.....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 "C" of this Agreement.

.....Effective **May 1st, 1999**, the total Employer contributions of four dollars and ninety-two cents (**\$4.92**) per hour shall increase to five dollars and twenty-four cents (**\$5.24**) per hour.

.....Effective **May 1st, 2000**, the total Employer contributions of five dollars and twenty-four cents (**\$5.24**) per hour shall increase to five dollars and fifty-six cents (**\$5.56**) per hour.

.....Effective **January 1st, 2001**, the total Employer contributions of five dollars

and fifty-six cents (**\$5.56**) per hour shall increase to five dollars and seventy-eight cents (**\$5.78**) per hour.

- 9.2** These monies shall be remitted in accordance with this Agreement to the Health Plan and Pension Plan which Plans shall be administered by an equal number of Trustees appointed by the Union and an equal number of Trustees appointed by the Employer.

Article 9 - Welfare and Pension Plans – continued

- 9.3** Payments into the Health Plan and Pension Plan 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 G.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 Health Plan and the Trustees of the Pension Plan 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 Health Plan and/or Pension Plan in accordance with this **Article**, and the delinquent Employer shall be required by the Trustees of the Plans to deposit with the Trustees a Five Thousand Dollars (\$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).

- 9.4** In the event that the Employer is deemed to be in arrears as stated in **Article 9.3**, 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.

- 9.5** The trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Union of the failure by any Employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program

in compliance with the Regulation of the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.

ARTICLE 10 - STATUTORY HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
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 11 - 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.

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.

ARTICLE 12 - 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.

Article 12 - Payment of Wages - continued

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 fault.

ARTICLE 13 - OUT-OF-TOWN ALLOWANCES AND TRAVELLING TIME

13.1 The Greater Toronto Free Zone shall consist of the area within the west side of County Line #23, the south side of Highway #9, the east side of 3rd Line Oakville or their extensions and including the Town of Newmarket and no travel shall be paid for this area.

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 being the area beyond the west side of County Line #23, south side of Highway #9, east side of 3rd Line Oakville or their extensions and

beyond the Town of Newmarket up to a radius of one hundred (100) kilometres, the employee will be paid at the rate of thirty three cents (33¢) per road kilometre, one way from the free zone boundary as set out in **Article 13.1** to the jobsite.

Such payments are in lieu of room and board and are 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.

Article 13 - Out-of-Town Allowances and Travelling Time - continued

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 Seventy Dollars (\$70.00) per day and Three Hundred and Fifty Dollars (\$350.00) per week. It is further understood that on projects located beyond one hundred and sixty (160) kilometres, out-of-town allowances shall be paid seven (7) days per week.

ARTICLE 14 - EARTHMOVING TRAINEES AND APPRENTICES

14.1 The purpose of this **Article** is to provide a program to train skilled tradesmen by making provision for earthmoving trainees in the sewer and watermain sector as per **Article 2.1** of this Agreement.

14.2 "Trainees" shall mean earthmoving employees considered to be in the training stage of their careers by the Union.

14.3 When the Employer wishes to employ a Trainee, the Employer shall make such a request to the Union Dispatcher. The Union Dispatcher shall make immediate efforts to dispatch a Trainee within five (5) days of receipt of the request. Any person not dispatched in accordance with this **Article** shall not be considered to be a Trainee for the purpose of this Agreement except as provided for in **Article 14.6**.

14.4 The said Trainees supplied by the Training Fund shall have completed no less than six (6) weeks training or other related experience. Such training will be identified through the log book that the trainee will carry at all times.

14.5 Trainee requirements:

	<u>Rate</u>	<u>Minimum Hours</u>
Year 1	60% for full year	600 in Year 1
Year 2	75% for full year	600 in Year 2
Year 3	85% for full year	600 in Year 3
Year 4	Full Rate	

Article 14 - Earthmoving Trainees and Apprentices - continued

14.6 If the Union cannot supply such Trainees to the Employer under **Article 14.3** the Employer has the right to employ trainees from other sources. The said trainee will complete the Union training program within one hundred and twenty (120) days.

14.7 Each Employer shall be entitled to a maximum of one (1) trainee for each six (6) operators. Notwithstanding the above, each Employer shall be entitled to at least one (1) trainee.

ARTICLE 15 - UNION REPRESENTATION

15.1 Business Representatives of the Union shall have access to any job at any time provided notice is given to the appropriate Employer's Supervisor Representative where possible 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.

15.2 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 Stewards as they are appointed.

15.3 The Job Steward shall be the last employee laid off provided he is competent to complete the work to be completed.

ARTICLE 16 - PRODUCTIVITY

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

16.2 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.

Article 16 - Productivity - continued

16.3 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.

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

16.5 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.

16.6 It is agreed that all utility work and heavy construction work shall be contracted or sub-contracted to contractors in contractual relations with the Union for sub-division work.

ARTICLE 17 - SAFETY, SANITATION AND SHELTER

17.1 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 Occupational Health and Safety Act and Regulations for Construction Projects. It is understood that the conditions of the facilities provided for above and in **Article 17.3** 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.

Article 17 - Safety, Sanitation and Shelter - continued

17.2 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 wilful neglect and abuse, the employee shall be charged for the full replacement value.

17.3 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.

17.4 A Safety Committee is to be established composed of two (2) members of the Union and (2) two representatives from the Association. Meetings, not to exceed one per month, will be held when requested by either party.

17.5 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.

17.6 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.

17.7 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.

- 17.8** 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.

Article 17 - Safety, Sanitation and Shelter - continued

- 17.9** 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.

- 17.10** 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 and 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 lock-up facilities.

17.11 Reinstatement of Employees upon Return from Industrial Accident

An employee injured in the performance of his duties will resume his regular work when medically fit to do so if work is available and he applies. The job of an injured worker shall be deemed to be available if upon his return any work within his classification on any project under this Agreement is being performed by an employee who, subsequent to the time of injury, was hired by the Employer or transferred or otherwise assigned to perform any work within the said classification on any project covered by this Agreement.

An employee who claims he has been denied employment contrary to this provision, may have recourse to the grievance and arbitration procedures as set out in this Agreement.

The above shall not apply if the injury is attributable solely to the wilful misconduct of the employee.

ARTICLE 18 - HOURS OF WORK, OVERTIME, WAGE RATES, ETC.

- 18.1 (a)** Attached hereto are **Schedules "A", "B" and "C"** to this Agreement which outline Hours of Work, Overtime, Wage Rates and Shift Premiums in Open Cut Work, Tunnel

Work, and Work in Simcoe County respectively. They are hereby made part of this Agreement.

- (b) **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 18 - Hours of Work, Overtime, Wage Rates, etc. - continued

- 18.2 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 19 - LABOUR MANAGEMENT COMMITTEE

- 19.1 The parties hereto agree to the establishment of a Joint Labour-Management Committee composed of equal numbers of representatives of the Association and representatives of the Union not to exceed four (4) in total.

The purpose of this Committee will be for the effective administration of the Collective Agreement; to discuss concerns or problems relating to the industry; and to provide a means of communication for the resolution of any or all disputes that may arise through the application of the Agreement. Meetings will be held as deemed necessary in the interest of both parties.

ARTICLE 20 - BREACH OF COLLECTIVE AGREEMENT BY EMPLOYER

- 20.1 In the event that the Employer repeatedly fails or refuses to pay any wages to, or employee benefit contributions on behalf of, any of his employees in the amount(s) and within the time(s) required by this collective agreement, 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 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 bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct.

ARTICLE 21 - DURATION OF AGREEMENT

21.1 This Agreement shall become effective May 1st, 1998, and shall remain in effect until the 30th day of April, 2001, 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, 2001, 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 day of 1999, at Toronto.

**GREATER TORONTO
SEWER AND WATERMAIN
CONTRACTORS ASSOCIATION**

**THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL 793**

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

- (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 fifty (50) hours per week, made up of five (5) ten (10) hour days Monday to Friday inclusive, excluding travelling time to and from the job.
- (b)** Overtime at the rate of double (2x) 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 10** 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 (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.

2. WAGES AND CLASSIFICATIONS

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

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$26.53	\$26.76	\$26.99	\$27.31

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

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$26.28	\$26.51	\$26.74	\$27.06

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

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$26.03	\$26.26	\$26.49	\$26.81

- 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 25 HP:

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$25.93	\$26.16	\$26.39	\$26.71

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

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$25.18	\$25.41	\$25.64	\$25.96

2. Wages and Classifications - continued

2.5 Self Propelled Rollers:

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$23.06	\$23.29	\$23.52	\$23.84

2.6 Oilers, greasers, mechanics' helpers:

	May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
Third Year	\$23.96	\$24.19	\$24.42	\$24.74
Second Year	\$22.96	\$23.19	\$23.42	\$23.74
First Year	\$21.96	\$22.19	\$22.42	\$22.74

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. TRAINING OR LEARNING PERIOD

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

5. SHIFT PREMIUM

A shift premium of One Dollar and Seventy Five Cents (\$1.75) per hour 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 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 (1-1/2) 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 (1-1/2) shall be paid for all 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 (2x) 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 (2x) the employee's current hourly rate shall be paid to all employees for all work performed on Sundays and Statutory Holidays as listed in **Article 10** 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 (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 CLASSIFICATIONS

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:

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$26.50	\$26.73	\$26.96	\$27.28

2.2 Heavy-duty field mechanics, engineers operating shaft hoist, tuggers and derricks, 2,000 lbs. or less, compressor operators, 500 cfm or over:

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$26.25	\$26.48	\$26.71	\$27.03

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

A shift premium of Two Dollars and Forty Five Cents (\$2.45) per hour will be paid for all work performed on a second and third shift.

5. PREMIUM RATES IN COMPRESSED AIR:

Air Pressure

1 to 14 lbs.	\$16.00
15 to 20 lbs.	\$19.50
21 lbs.	\$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**

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

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$20.64	\$20.76	\$20.88	\$21.09

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

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$19.34	\$19.46	\$19.58	\$19.79

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

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$19.12	\$19.24	\$19.36	\$19.57

1. Wages and Classifications - continued

1.3 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 25 HP:

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$18.98	\$19.10	\$19.22	\$19.43

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

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$16.01	\$16.13	\$16.25	\$16.46

1.5 Self-Propelled Rollers:

May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
\$14.62	\$14.74	\$14.86	\$15.07

1.6 Oilers, greasers, mechanics' helpers:

	May 1, 1998	May 1, 1999	May 1, 2000	January 1, 2001
Third Year	\$15.50	\$15.62	\$15.74	\$15.95
Second Year	\$14.80	\$14.92	\$15.04	\$15.25
First Year	\$14.10	\$14.22	\$14.34	\$14.55

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 TIME - OUT 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 Thirty Cents (30¢) 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 "A"

BETWEEN:

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 793 (the Union)**

-and-

**GREATER TORONTO SEWER AND WATERMAIN
CONTRACTORS' ASSOCIATION
(the Association)**

LETTER OF UNDERSTANDING # 1

407 PROJECT AGREEMENT

1. The Union and the Association agree that the Project Agreement binding between Canadian Highways International Constructor and the International Union of Operating Engineers, Local 793 constitutes a Project Agreement under this Agreement with respect to the Highway 407 Project as defined therein.
2. The Union acknowledges that some of the work performed at the Highway 407 Project falls within the sewers and watermains sector.

DATED AT _____, THIS _____ DAY OF _____, 1999

International Union of Operating Engineers
Local 793

Greater Toronto Sewer and Watermain
Contractors' Association

APPENDIX "B"

List of Contractor Members (Employers)

Company	Address	City	Prov	Postal Code	Work Phone
ADVICE CONTRACTING LIMITED	1151 Denison Street, Unit 9	Markham	Ontario	L3R 3Y4	(905) 944-9186
ALSI CONTRACTING LTD.	115 Rodinea Road	Maple	Ontario	L6A 1R5	(905) 832-2936
ANTONIO VALENTE & SONS LIMITED	400 Creditstone Road	Concord	Ontario	L4K 3Z3	(905) 660-0730
ARMAGH CONTRACTORS LTD.	107 Winchester Street	Toronto	Ontario	M4X 1B3	(416) 924-4275
ARMBRO CONSTRUCTION LIMITED	25 Van Kirk Drive, Unit #8	Brampton	Ontario	L7A 1A6	(905) 451-0690
BAR-BRO CONSTRUCTION LIMITED	255 Spinnaker Way, Unit 10	Concord	Ontario	L4K 4J1	(905) 738-4166
BESS-CON CONSTRUCTION LTD.	610 Bowes Road, Unit 19	Concord	Ontario	L4K 4A4	(416) 736-9443
BFC UTILITIES	3660 Midland Avenue	Scarborough	Ontario	M1V 4V3	(416) 293-7004
C&M McNALLY ENGINEERING INC.	4380 South Service Road, Unit 1	Burlington	Ontario	L7L 5Y6	(905) 637-7070
C.M. DIPEDE GROUP LIMITED	1111 Creditstone Road	Concord	Ontario	L4K 4N7	(905) 660-6771
CALDER HILL CONTRACTING	8 Cedar Avenue	Thornhill	Ontario	L3T 3V9	(905) 889-5004
CALVIN E. CONSTRUCTION LTD.	432 Salem Ave. N. Suite #2	Toronto	Ontario	M6H 3E1	(416) 534-8848

CDC CONTRACTING	10 Bradwick Drive	Concord	Ontario	L4K 2T3	(905) 738-4303
Company	Address	City	Prov	Postal Code	Work Phone
CLEARWAY CONSTRUCTION INC.	379 Bowes Road	Concord	Ontario	L4K 1J1	(905) 761-6955
COMER CONSTRUCTION	50 Fernstaff Court, Unit 7	Concord	Ontario	L4K 3L6	(905) 660-0022
CON-DRAIN COMPANY (1983) LTD.	30 Floral Parkway	Concord	Ontario	L4K 4R1	(905) 669-5400
CON-KER CONSTRUCTION CORP.	2988 Bristol Circle	Oakville	Ontario	L6H 6G4	(905) 829-2943
CO-X-CO CONSTRUCTION LIMITED	1014 Martin Grove Road	Etobicoke	Ontario	M9W 4V8	(416) 242-6207
CROWN DRAIN CO. LTD.	P.O. Box 334	Richmond Hill	Ontario	L4C 4Y6	(416) 733-8391
CUCCI CONSTRUCTION LIMITED	5390-A Ambler Drive	Mississauga	Ontario	L4W 1G9	(905) 625-1030
D'ORAZIO EXCAVATING CONTRACTORS INC.	2787 Brighton Road	Oakville	Ontario	L6H 6J9	(905) 829-8777
DAIMERSON CONSTRUCTION	1100 South Service Road West	Oakville	Ontario	L6L 5T7	(905) 827-5999
D'ANDREA CONTRACTING CO. LTD.	1051 Martin Grove Road	Rexdale	Ontario	M9W 4W6	(416) 244-4249
DIBCO UNDERGROUND LIMITED	R.R. #3	Bolton	Ontario	L7E 5R9	(905) 857-0458
DOLENTE CONCRETE & DRAIN	1531 Keele Street	Toronto	Ontario	M6N 3E8	(416) 653-6504
DOM-MERIDIAN CONSTRUCTION LTD.	1021 Meyerside Drive, Unit 10	Mississauga	Ontario	L5T 1J6	(905) 564-5594
DRAINSTAR CONTRACTING LTD.	989 Creditstone Road	Concord	Ontario	L4K 4N7	(905) 738-9980

DRANCO GROUP INC.	1919 Albion Road	Rexdale	Ontario	M9W 6J9	(416) 675-2682
Company	Address	City	Prov	Postal Code	Work Phone
DUFFERIN CONSTRUCTION COMPANY A Division of	690 Dorval Drive, Suite 200	Oakville	Ontario	L6K 3W7	(416) 798-4912
E.R.P. SAVINI CONSTRUCTION CO. LTD.	22 Creditstone Road	Concord	Ontario	L4K 1C6	(905) 669-2399
EARTH BORING COMPANY LTD.	1576 lfield Rd.	Mississauga	Ontario	L5H 3W1	(905) 277-9632
ELMFORD CONSTRUCTION COMPANY LIMITED	43 Peeler Road	Concord	Ontario	L4K 1A3	(905) 669-1834
EN-SAN CONTRACTORS LIMITED	366 Signet Drive, Suite 2	Weston	Ontario	M9L 1V3	(416) 748-8735
FERNVIEW CONSTRUCTION LIMITED	P.O. Box 33	Bolton	Ontario	L7E 5T1	(905) 794-0132
G. MACERA CONTRACTING LTD.	1834 Drew Road	Mississauga	Ontario	L5S 1J6	(905) 673-2434
G.C. ROMANO SONS (TORONTO) LTD.	8760 Jane Street	Concord	Ontario	L4K 2M9	(905) 669-2396
GOLDMAR CONTRACTING LTD.	1116 Midway Blvd., Unit 9	Mississauga	Ontario	L5T 2H2	(905) 670-1489
GORDY'S CONSTRUCTION EXCAVATING LTD.	P.O. Box 145	Gormley	Ontario	L0H 1G0	(905) 887-5464
HOLLINGWORTH CONSTRUCTION COMPANY	Box 424, 41 Cardico Drive	Gormley	Ontario	L0H 1G0	(905) 888-9595
JAMES ELLIOTT UNDERGROUND CONSTRUCTION	R.R.#1	Schomberg	Ontario	L0G 1T0	(905) 939-8585
JAMMCO CONSTRUCTION	R.R.#2	Kettleby	Ontario	L0G 1J0	(905) 939-8541
JIMMY MACK & SON CONSTRUCTION LTD.	1638 4th Concession, R.R. #1	Troy	Ontario	L0R 2B0	(519) 647-2313

KING CROSS CONTRACTING LTD.	12473 Hwy. #50 South P.O. Box 488	Bolton	Ontario	L7E 5T4	(905) 857-0864
Company	Address	City	Prov	Postal Code	Work Phone
L.J.S. CONSTRUCTION LIMITED	3425 Dundas Street West Suite 100	Toronto	Ontario	M6S 2S4	(416) 767-7622
MAIELLA CONTRACTING SEWER & WATERMAIN	3547 Highway 25	Oakville	Ontario	L6J 4Z3	(905) 825-1940
MANDO CONTRACTING (1990) LTD.	615 Garyray Drive	Weston	Ontario	M9L 1P9	(416) 741-1200
MARCOTT TUNNELLING INC.	170 Brockport Dr., Suite 205A	Rexdale	Ontario	M9W 5C8	(416) 675-2535
MARDAVE CONSTRUCTION (1990) LTD.	48 Millwick Drive	North York	Ontario	M9L 1Y3	(416) 741-1044
MAR-KING CONSTRUCTION COMPANY LIMITED	176 Rivermede Rd. Unit 9	Concord	Ontario	L4K 3M9	(905) 738-4182
MEMME EXCAVATION COMPANY LTD.	1315 Shawson Drive	Mississauga	Ontario	L4W 1C4	(905) 564-7972
NIRAN CONSTRUCTION LTD.	333 Humberline Drive	Rexdale	Ontario	M9W 5X3	(416) 675-6550
PACHINO CONSTRUCTION CO. LTD.	P.O. Box 1629	Stouffville	Ontario	L4A 8A4	(905) 640-8891
PENTAD CONSTRUCTION LIMITED	80 Roysun Road, Unit 10	Woodbridge	Ontario	L4L 8A8	(905) 850-4623
PERAN TUNNELLING LTD.	2781 Hwy. #7 West Suite 204	Concord	Ontario	L4K 1W1	(905) 660-3105
PILEN CONSTRUCTION OF CANADA LTD.	R.R. #9, 22 Cadetta Road	Brampton	Ontario	L6T 3Z8	(905) 794-0752
POWER CONTRACTING INC.	9 Cedar Avenue	Thornhill	Ontario	L3T 3W1	(905) 731-7646
PRINCIPLE SEWER & WATERMAIN CO.	100 Winchester Lane	Richmond Hill	Ontario	L4C 6Y7	(905) 889-8444

RIVIERA SEWER FORMING LTD.	P.O. Box 198	Palgrave	Ontario	L0N 1P0	(905) 880-2417
Company	Address	City	Prov	Postal Code	Work Phone
RYMALL CONSTRUCTION INC.	160 Cidermill Avenue, Unit 7	Concord	Ontario	L4K 4K5	(905) 761-0707
S. MCNALLY & SONS LIMITED	1855 Barton Street East P.O. Box 3338.	Hamilton	Ontario	L8H 1T5	(905) 549-6561
S. McNally & Sons Limited Branch Office:	1544 The Queensway	Etobicoke	Ontario	M8Z 1T5	(416) 252-6321
TACC CONSTRUCTION CO. LTD.	270 Chrislea Road	Woodbridge	Ontario	L4L 8A8	(905) 856-8500
TARMAC CONSTRUCTION CANADA	80 North Queen Street	Toronto	Ontario	M8Z 5Z6	(416) 233-5811
TESTON PIPELINES LTD.	379 Bowes Road	Concord	Ontario	L4K 1J1	(905) 761-9767
THE ATLAS CORPORATION	111 Ortona Court	Concord	Ontario	L4K 3M3	(905) 669-6825
TIMBEL LIMITED	76 Millwick Drive, Suite 100	North York	Ontario	M9L 1Y3	(416) 747-1788
TOPSITE CONTRACTING LIMITED	117 Corstate Avenue, Unit 1	Concord	Ontario	L4K 4Y2	(416) 798-7238
UCL CONSTRUCTION LIMITED	170 Brockport Dr., Suite 205A	Rexdale	Ontario	M9W 5C8	(416) 675-2535
VALENTINE UNDERGROUND SERVICES LTD.	451-A Atwell Drive	Rexdale	Ontario	M9W 5C4	(416) 674-0901
VIPE CONSTRUCTION LTD.	53 Delmark Blvd.	Markham	Ontario	L3P 3Z4	(905) 294-0000
WARDEN CONSTRUCTION CO. LTD.	2655-14th Avenue	Markham	Ontario	L3R 0H9	(905) 475-1748
WARDET LIMITED	345 Wilson Avenue Suite 302	Downsview	Ontario	M3H 5W1	(416) 633-3020

WASERO CONSTRUCTION (1991) LTD.	272 Bradwick Drive	Concord	Ontario	L4K 1K8	(416) 748-8734
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APPENDIX "C"

Article 9 of the **Master Portion** 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:

Applicable to Schedules "A" and "B"

Effective **May 1, 1998:**

- (i) for employees with \$3,132 or fewer dollars in their Health Plan dollar bank, one dollar and sixty five cents (\$1.65) to the Health Plan and three dollars and sixty cents (\$3.60) to the Pension Plan;
- (ii) for employees with more than \$3,132 in their Health Plan dollar bank, five dollars and twenty five cents (\$5.25) to the Pension Plan.

Effective September 1, 1998 the amount \$3,132 in the Member's Health Plan dollar bank noted in (i) and (ii) above shall become \$3,261.60.

Effective **May 1st, 1999:**

- (i) for employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, one dollar and eighty-five cents (\$1.85) to the Health Plan and three dollars and eighty-five cents (\$3.85) to the Pension Plan;
- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, five dollars and seventy cents (\$5.70) to the Pension Plan.

Effective **May 1st, 2000:**

- (i) for employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, two dollars and five cents (\$2.05) to the Health Plan and four dollars and ten cents (\$4.10) to the Pension Plan;
- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, six dollars and fifteen cents (\$6.15) to the Pension Plan.

Effective **January 1st, 2001:**

- (i) for employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, two dollars and five cents (\$2.05) to the Health Plan and four dollars and forty-five cents (\$4.45) to the Pension Plan;
- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, six dollars

and fifty cents (\$6.50) to the Pension Plan.

Appendix "C" - continued

Effective on and after October 1, 1998 the amount \$3,261.60 in a Member's Health Plan dollar bank noted in (i) and (ii) above shall be redetermined from time to time as determined by a duly constituted motion passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the administrator.

Applicable to Schedule "C"

Effective **May 1, 1998:**

- (i) for employees with \$3,132 or fewer dollars in their Health Plan dollar bank, one dollar and sixty five cents (\$1.65) to the Health Plan and three dollars and twenty-seven cents (\$3.27) to the Pension Plan;
- (ii) for employees with more than \$3,132 in their Health Plan dollar bank, four dollars and ninety-two cents (\$4.92) to the Pension Plan.

Effective September 1, 1998 the amount \$3,132 in the Member's Health Plan dollar bank noted in (i) and (ii) above shall become \$3,261.60.

Effective **May 1st, 1999:**

- (i) for employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, one dollars and eighty-five cents (\$1.85) to the Health Plan and three dollars and thirty-nine cents (\$3.39) to the Pension Plan;
- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, five dollars and twenty-four cents (\$5.24) to the Pension Plan.

Effective **May 1st, 2000:**

- (i) for employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, two dollars and five cents (\$2.05) to the Health Plan and three dollars and fifty-one cents (\$3.51) to the Pension Plan;
- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, five dollars and fifty-six cents (\$5.56) to the Pension Plan.

Effective **January 1st, 2001:**

- (i) for employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, two dollars and five cents (\$2.05) to the Health Plan and four dollars and three dollars and seventy-three cents (\$3.73) to the Pension Plan;

- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, five dollars and seventy-eight cents (\$5.78) to the Pension Plan.

Appendix "C" - continued

Effective on and after October 1, 1998 the amount \$3,261.60 in a Member's Health Plan dollar bank noted in (i) and (ii) above shall be redetermined from time to time as determined by a duly constituted motion passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the administrator.