

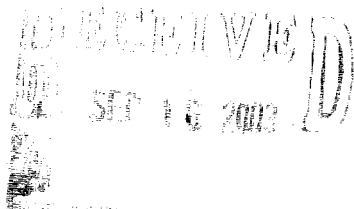
COLLECTIVE AGREEMENT

BETWEEN

**GREATER TORONTO SEWER AND WATERMAIN
CONTRACTORS ASSOCIATION**

- and -

INTERNATIONAL UNION of OPERATING ENGINEERS, LOCAL 793



Effective Date: May 1st, 2001
Expiry Date : April 30th, 2004

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GTSWCA & LOCAL 793 COLLECTIVE AGREEMENT
MAY 1, 2001– APRIL 30, 2004
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THIS AGREEMENT made and entered into this _____ day of _____ 2002.

BETWEEN :

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, Advancement Dues, Working Dues of two percent (2%) of the employee's total wage package which includes the regular hourly rate, vacation pay and health plan and pension plan contributions 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.

2.5 **Advancement Dues Check-Off**

The Employer shall deduct five cents (5¢) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the same manner set out in this Collective Agreement.

Effective January 1, 2002 the Employer shall deduct ten cents (10¢) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues.

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 thirty-seven cents (37¢) per hour for each hour worked by each employee covered by this Agreement, **as** each Employer's contribution to a mutually trusteed Training Fund.

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:

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 employee (s) 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.
- (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 **July 12, 2001**, Employers shall contribute in total:

.....Six dollars and ninety-nine cents (**\$6.99**) per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in his employ.

.....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, 2002**, the total Employer contributions of six dollars and ninety-nine cents (**\$6.99**) per hour shall increase to seven dollars and forty-seven cents (**\$7.47**) per hour.

.....Effective **May 1st, 2003**, the total Employer contributions of seven dollars and forty-seven cents (**\$7.47**) per hour shall increase to seven dollars and ninety-five cents (**\$7.95**) per hour.

b) **Applicable to Schedule "C" attached hereto**

Effective **July 12, 2001**, Employers shall contribute in total:

.....Five dollars and ninety-three cents (**\$5.93**) 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, 2002**, the total Employer contributions of five dollars and ninety-three cents (**\$5.93**) per hour shall increase to six dollars and eight cents (**\$6.08**) per hour.

Effective **May 1st, 2003**, the total Employer contributions of six dollars and eight cents (**\$6.08**) per hour shall increase to six dollars and twenty-three cents (**\$6.23**) 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.

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 by cash or cheque **or direct deposit** at the option of the Employer during working hours Thursday of each week and shall be accompanied by a retainable slip outlining rate of pay, hours of work, overtime hours, deductions for Income **Tax**, Employment 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 Employment 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.

- 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	

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.

Subject to the Trainee's demonstrated skills and abilities, the Employer agrees to provide reasonable opportunities **for** trainees to operate multiple types of equipment in a work year. The parties are committed to encouraging and facilitating the use of apprentices and trainees, and hereby resolve to actualizing **this** commitment **through** a joint committee which they will form for this purpose.

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. No discrimination shall be shown against any Steward for carrying out his duties.

ARTICLE 16 - IDENTIFYING BARGAINING RIGHTS

16.1 Local 793 agrees to regularly provide to the Association copies of all OLRB Certificates and Voluntary Recognition Agreements obtained during the term of this Agreement which relate to the scope of this Agreement.

ARTICLE 17 - PRODUCTIVITY

17.1 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.

17.2 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.

17.3 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.

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

17.5 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.

- 17.6** 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.
- 17.7** The Association shall provide to the Union by January 31st of each year, an up to date copy of its contractor membership list.

ARTICLE 18 - SAFETY, SANITATION AND SHELTER

- 18.1** 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.
- 18.2** 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.
- 18.3** 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.
- 18.4** A Safety Committee is to be established composed of two (2) members of the Union and two (2) representatives from the Association. Meetings, not to exceed one per month, will be held when requested by either party.
- 18.5** 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.

- 18.6** 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.
- 18.7** 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.
- 18.8** 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.
- 18.9** Trucks used to transport employees will be covered and tools will be secured in toolboxes. No materials will be carried in the trucks in a manner endangering the safety of the employees being transported.
- 18.10** 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.

18.11 R of Employees upon Return from Industrial d

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 19 - HOURS OF WORK, OVERTIME, WAGE RATES, ETC.

- 19.1 (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.
- 19.2 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 20 - JOINT LABOUR-MANAGEMENT COMMITTEE

- 20.1 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 21 - BREACH OF COLLECTIVE AGREEMENT BY EMPLOYER

- 21.1 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 22 - DURATION OF AGREEMENT

22.1 This Agreement shall become effective May 1, 2001, and shall remain in effect until the 30th day of April, 2004, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination or proposed revision, of this Agreement no more than one hundred twenty (120) days before the 30th day of April, 2004, 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 _____ 2002, at Toronto.

**THE 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 (1½) 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 (½) 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 CLASSIFICATION

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

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$28.00	\$28.18	\$28.70	\$29.17	\$29.40

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

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$27.75	\$27.93	\$28.45	\$28.92	\$29.15

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

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$27.50	\$27.68	\$28.20	\$28.67	\$28.90

- 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**:

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$27.40	\$27.58	\$28.10	\$28.57	\$28.80

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

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$26.65	\$26.83	\$27.35	\$27.82	\$28.05

2.5 Self Propelled Rollers:

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$24.53	\$24.71	\$25.23	\$25.70	\$25.93

2.6 Oilers, greasers, mechanics' helpers:

	July 12, 2001	Nov 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
Third Year	\$25.43	\$25.61	\$26.13	\$26.60	\$26.83
Second Year	\$24.43	\$24.61	\$25.13	\$25.60	\$25.83
First Year	\$23.43	\$23.61	\$24.13	\$24.60	\$24.83

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 (1½) 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 (1½) shall be paid for all work in excess of nine (9) hours). The workweek 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 (½) 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:

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$27.97	\$28.15	\$28.67	\$29.14	\$29.37

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

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004

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**
OR DERIVED FROM THE BUREAU 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:

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$21.73	\$21.91	\$22.41	\$22.91	\$23.14

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

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$20.43	\$20.61	\$21.11	\$21.61	\$21.84

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

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$20.21	\$20.39	\$20.89	\$21.39	\$21.62

- 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:

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$20.07	\$20.25	\$20.75	\$21.25	\$21.48

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

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$17.10	\$17.28	\$17.78	\$18.28	\$18.51

- 1.5** Self-Propelled Rollers:

July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
\$15.71	\$15.89	\$16.39	\$16.89	\$17.12

- 1.6** Oilers, greasers, mechanics' helpers:

	July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
		\$16.77	\$17.27	\$17.77	\$18.00
Second Year		\$16.07	\$16.57	\$17.07	\$17.30
First Year		\$15.37	\$15.87	\$16.37	\$16.60

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 (1½) hours pay a day one way is paid to the employee.

4. SUB-CONTRACTORS

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 _____, 2002

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

Company	Address	City	Prov	Postal Code	Work Phone
DRANCO GROUP INC.	1919 Albion Road	Rexdale	Ontario	M9W 6J9	(416) 675-2682
DUFFERIN CONSTRUCTION COMPANY A Division of St. Lawrence Cement Inc.	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 Ifield 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	Formley	Ontario	L0H 1G0	(905) 887-5464
HOLLINGWORTH CONSTRUCTION COMPANY	Box 424, 41 Cardico Drive	Formley	Ontario	L0H 1G0	(905) 888-9595
JAMES ELLIOTT UNDERGROUND CONSTRUCTION	R.R.#1	Schomberg	Ontario	LOG 1T0	(905) 939-8585
JAMMCO CONSTRUCTION	R.R.#2	Kettleby	Ontario	LOG 1J0	(905) 939-8541

Company	Address	City	Prov	Postal Code	Work Phone
JIMMY MACK & SON CONSTRUCTION LTD.	1638 4th Concession, R.R. #1	Troy	Ontario	LOR 2B0	(519)647-2313
KING CROSS CONTRACTING LTD.	12473 Hwy. #50 South P.O. Box 488	Bolton	Ontario	L7E 5T4	(905) 857-0864
L.J.S. CONSTRUCTION LIMITED	3425 Dundas Street West Suite 100	Toronto	Ontario	M6S 2S4	(416) 767-7622
MAIELLA CONTRACTING SEWER & WATERMAIN (1989) LTD.	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

Company	Address	City	Prov	Postal Code	Work Phone
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	LON 1P0	(905) 880-2417
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, Station "C"	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	30 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	70 Brockport Dr., Suite 205A	Rexdale	Ontario	M9W 5C8	(416) 675-2535
VALENTINE UNDERGROUND SERVICES LTD.	151-A Atwell Drive	Rexdale	Ontario	M9W 5C4	(416) 674-0901

Company	Address	City	Prov	Postal Code	Work Phone
VIPE CONSTRUCTION LTD.	53 Delmark Blvd.	Markham	Ontario	L3P 3Z4	(905) 294-0000
WARDEN CONSTRUCTION CO. LTD.	2655-14th Avenue	Markham	Ontario	L3R OH9	(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

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" attached hereto**Effective July 12, 2001:**

- (i) For employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, two dollars and twenty cents (\$2.20) to the Health Plan and four dollars and seventy-nine cents (\$4.79) to the Pension Plan;
- (ii) For employees with more than \$3,261.60 in their Health Plan dollar bank, six dollars and ninety-nine cents (\$6.99) to the Pension Plan.

Effective May 1st, 2002:

- (i) For employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, two dollars and thirty-five cents (\$2.35) to the Health Plan and five dollars and twelve cents (\$5.12) to the Pension Plan;
- (ii) For employees with more than \$3,261.60 in their Health Plan dollar bank, seven dollars and forty-seven cents (\$7.47) to the Pension Plan.

Effective May 1st, 2003:

- (i) For employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, two dollars and fifty cents (\$2.50) to the Health Plan and five dollars and forty-five cents (\$5.45) to the Pension Plan;
- (ii) For employees with more than \$3,261.60 in their Health Plan dollar bank, seven dollars and ninety-five cents (\$7.95) to the Pension Plan.

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" attached hereto**Effective July 12, 2001:**

- (i) For employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, two dollars and twenty cents (\$2.20) to the Health Plan 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 ninety-three cents (\$5.93) to the Pension Plan.

Effective May 1st, 2002:

- (i) For employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, two dollars and thirty-five cents (\$2.35) to the Health Plan 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, six dollars and eight cents (**\$6.08**) to the Pension Plan.

Effective May 1st, 2003:

- (i) For employees with \$3,261.60 or fewer dollars in their Health Plan dollar bank, two dollars and fifty cents (\$2.50) to the Health Plan and three dollars and seventy-three cents (\$3.73) to the Pension Plan;
- (ii) for employees with more than \$3,261.60 in their Health Plan dollar bank, six dollars and twenty-three cents (\$6.23) to the Pension Plan.

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.

APPENDIX "D"**URBAN DEVELOPMENT INSTITUTE**

The Parties agree that given the important and ongoing role that the Urban Development Institute (UDI) has with respect to the construction industry, two cents (2¢) per hour of the Industry Fund contribution set out in the Collective Agreement shall be forwarded by the Association to the UDI, provided that the UDI alters its Constitution and By-Laws to include representatives of the Association as Trustees and Board Officers;

PROVIDED, however, that if the Association determines that the Urban Development Institute takes steps or positions which are contrary to the interests of the sewer and watermain industry, the Association may give notice to the Union in writing of its desire to terminate these provisions of the collective agreement, and any such notice shall provide for a termination date of sixty (60) days following the giving of such notice. Upon receiving such notice, the Union may take steps to alleviate the concerns of the Association, the particulars of which should be contained in any such notice. The Union may attempt to convince the Association that its concerns have been met, at which point the Association, in its sole and unquestioned discretion, may rescind its notice. The Association's authority under this paragraph is not to be questioned by any arbitrator and may not be the subject of a grievance.

APPENDIX "E"

LETTER OF UNDERSTANDING

BETWEEN:

Greater Toronto Sewer and Watermain Contractors Association

(the "Association")

-and-

International Union of Operating Engineers, Local 793

("Local 793")

New or Existing Entities

- (a) This collective agreement shall be binding upon each Employer and any successor or related Employers as defined herein.
- (b) Successor Employers shall be deemed to be Employers who would be bound by this collective agreement pursuant to the provisions of Section 69 of the *Labour Relations Act, 1995*, S.O. 1995, c. 1 Sch. A., as amended by Bill 69.
- (c) Related Employers shall be deemed to be Employers who would be bound by this Collective Agreement pursuant to the provisions of Section 1 (4) of the *Labour Relations Act, 1995*, c. 1 Sch. A., as amended by Bill 69.
- (d) For the purposes of clarity, this Article shall continue to apply, notwithstanding any amendments to or the repeal of either Section 69 or Section 1 (4) of the Ontario *Labour Relations Act, 1995*, subsequent to the effective date of this Collective Agreement.
- (e) If there is any dispute concerning the interpretation, application or administration of this Article, it may be dealt with as a grievance under this Collective Agreement. The arbitrator shall have the power to interpret and apply the provisions of paragraphs (a), (b), (c) and (d) hereof and it is agreed that the arbitrator shall follow decisions of the Ontario Labour Relations Board with respect to Sections 69 and 1 (4) of the Ontario *Labour Relations Act, 1995* as amended by Bill 69. For the purpose of clarity, the arbitrator shall have the power to pierce any corporate veil to ascertain the relationship between or amongst any corporations and the arbitrator shall have the jurisdiction to declare that the successor or related Employers are bound by this Collective Agreement and grant any other relief as may be appropriate.
- (f) This Letter of Understanding forms part of the Collective Agreement.

Signed and dated at _____ this _____ day of _____, 2002

For the Union

For the Association

Print Name

Print Name

APPENDIX "F"**LETTER OF UNDERSTANDING****BETWEEN:**

Greater Toronto Sewer and Watermain Contractors Association
(the "Association")

-and-

International Union of Operating Engineers, Local 793
(**"Local 793"**)

No Strike - No Lockout Agreement

WHEREAS the Association and Local 793 have entered into a Collective Agreement which is effective on its face from May 1, 2001 to April 30, 2004; and

WHEREAS the Association and Local 793 contemplate entering into a successor collective agreement which will be effective on its face from May 1, 2004 to April 30, 2007 (the "renewal collective agreement"); and

WHEREAS the Association and Local 793 are desirous of ensuring that the Sewer and Watermain Industry in the geographic areas covered by the Collective Agreements will not be subject to strikes and lockouts in 2004 and, upon future mutual agreement, in 2007;

NOW THEREFORE the Association and Local 793 agree as follows:

1. The parties hereby irrevocably agree that in the next round of collective bargaining for a renewal collective agreement, unresolved disputes will be resolved, subject to paragraph 7 below, by final offer selection interest arbitration, and there will be no strikes or lockouts whatsoever during the period of time leading up to the negotiation of a renewal collective agreement.
2. In renewal collective bargaining, the parties will bargain in good faith and make every effort to make a renewal collective agreement. If by February 28, 2004 a renewal collective agreement has not been made, then either party may request, in writing, that the two sides endeavour to agree upon the identity of a sole final offer selector (the "Selector") for the purpose of determining the contents of a renewal collective agreement in respect of matters not already agreed upon by the parties.
3. If the parties are unable to agree to the identity of a Selector by March 10, 2004 then by no later than March 30, 2004 either party may request that the Ontario Minister of Labour make the appointment, which shall be binding on both parties. In the absence of such a

request, the collective agreement (including this Letter) will be deemed continued in accordance with the duration clause of the collective agreement and collective bargaining will then terminate.

4. The Selector agreed to by both parties, or chosen by the Minister of Labour, will have the powers of an arbitrator as set out in Section 48 (12) of the *Labour Relations Act, 1995* or its successor (the "*Act*").
5. The parties will attempt to agree to a procedural protocol. In the absence of an agreement, the Selector will determine the procedure.
6. Subject to paragraph 7 below, the Selector will proceed by way of final offer selection, and will be required to select the proposal of one or the other party. However, the parties may agree in writing that the Selector must apply a final offer selection method on the basis of categories of issues, in which case the Selector will comply with any such agreement.
7. The Selector's jurisdiction will apply to wages and benefits total package issues only. The Selector will have no jurisdiction to entertain or consider language proposals. The renewal collective agreement, which is the subject of the final offer selection process, must contain the same language **as** the immediately preceding collective agreement which has expired, unless the parties explicitly agree to changes. For the purposes of clarity "wages and benefits total package issues" do not include proposals pertaining to overtime, hours **of** work and/or make-up time and the Selector shall have no jurisdiction to entertain or consider such proposals.
8. Subject to the above, the Selector will determine his or her procedure. However, the Selector will ensure that both parties are aware of the positions being taken by each side, so **as** to ensure that the final offer selection process occurs fairly and without surprises. **To** this end, the Selector must allow time for the parties to exchange positions, and to revise their positions and exchange them again, before submissions are filled and exchanged.
9. The renewal collective agreement covered by this Letter will expire on April 30, 2007 and the Selector must not issue **an** award inconsistent with this paragraph.
10. The fees of the Selector will be divided equally between the parties.
11. The terms and conditions in the current collective agreement will continue to apply until the Selector renders his or her decision, at which point the terms and conditions ordered by the Selector will constitute a renewal collective agreement which will then apply.
12. The Selector must render a decision within ~~fourteen~~ (14) days of his or her appointment. The decision need not contain reasons. However, brief reasons for the decision must be rendered within a further fourteen (**14**) days.

- 13. The Selector is forbidden from inserting another interest arbitration clause, whether by way of final offer selection or otherwise, for the period of time following April 30, 2007 unless the parties explicitly agree in writing that any such Selector can or must do so.
- 14. For clarity, it is understood that strikes or lockouts in the bargaining unit covered by this collective agreement are strictly forbidden until May 1, 2007 or thereafter, **as** then permitted by the *Act*.
- 15. This Letter is binding and enforceable on Local 793, the Association and the employees and employers whom they respectively represent as **part** of the Collective Agreement and as a settlement of conciliation proceedings under Section 96 (7) of the *Act*.

Signed and dated at _____ this _____ day of _____, 2002

For the Union

For the Association

Print Name

Print Name