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COLLECTIVE AGREEMENT

BETWEEN

**GREATER TORONTO SEWER AND WATERMAIN
CONTRACTORS ASSOCIATION**

- and -

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 793**

Effective Date: May 1st, 2007
Expiry Date: April 30th, 2010

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GTSWCA & LOCAL 793 COLLECTIVE AGREEMENT
MAY 1, 2007 - APRIL 30, 2010
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THIS AGREEMENT made and entered into this 23rd day of April, 2007.

BETWEEN:

GREATER TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION

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

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

OF THE **FIRST PART,**

- and -

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

(hereinafter called the “Union”)

OF THE **SECOND PART.**

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

AND WHEREAS in order to ensure uniform interpretation and application of the Collective Agreement, the said Union recognizes the formation by the Employers of the Association **as** the agent of the Employers who are members in good standing and who have given the Association written bargaining authority in negotiating and administering a common Collective Agreement, **as** well as all other Employers for whom the Association bargains pursuant to its Accreditation 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 "A"** hereto and all other employers **of** employees on behalf of whom the Association bargains pursuant to its Accreditation Certificates while working in Board Area #8 **as** described above and the County of Simcoe 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 ten cents (10¢) 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.

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 the International Union of Operating Engineers, Local 793 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.

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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, 2007**, Employers shall contribute in total:

Nine dollars and forty cents (**\$9.40**) 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 “B” of this Agreement.

Effective **May 4, 2008**, the total Employer contributions of nine dollars and forty cents (**\$9.40**) per hour shall increase to nine dollars and ninety-five cents (**\$9.95**) per hour.

Effective **May 3, 2009**, the total Employer contributions of nine dollars and ninety-five cents (**\$9.95**) per hour shall increase to ten dollars and fifty cents (**\$10.50**) per hour.

(b) **Applicable to Schedule “C” attached hereto**

Effective **May 1, 2007**, Employers shall contribute in total:

Seven dollars and thirty-eight cents (**\$7.38**) 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 “B” of this Agreement.

Effective **May 4, 2008**, the total Employer contributions of seven dollars and thirty-eight cents (**\$7.38**) per hour shall increase to seven dollars and ninety-three cents (**\$7.93**) per hour.

Effective **May 3, 2009**, the total Employer contributions of seven dollars and ninety-three cents (**\$7.93**) per hour shall increase to eight dollars and forty-eight cents (**\$8.48**) 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 Dollar (\$5,000.00) cash bond, or **an** amount equal to three (3) months contributions, whichever is greater, but not exceeding Twenty Thousand Dollars (\$20,000.00).

9.4 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.

12.5 In the event of lay-off of employees covered by this Agreement, the Employer shall abide by the following procedure, provided the remaining employees are capable of performing the work:

- (a) First laid-off shall be applicants for membership in the Union;
- (b) Second laid-off shall be members of the Union from out-of-province working on permits or travel cards;
- (c) Third laid-off shall be members of the Union who are in receipt of a retirement pension from the I.U.O.E., Local 793 Pension Plan;
- (d) Last laid-off shall be all other members of the Union.

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 forty cents (40¢) 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 Eighty Dollars (\$80.00) per day and Four Hundred

Dollars (\$400.00) 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 – CRANE APPRENTICES AND
EARTHMOVING TRAINEES/REGISTERED APPRENTICES**

- 14.1** The Union and the Employer agree to maintain and recognize the I.U.O.E., Local 793 Training Trust Fund (“Training Fund”).
- 14.2** Apprentices shall be indentured to the Training Fund or an Employer and the Training Fund shall have full authority over the training and education of all apprentices and the Union shall accept as members of the Union all apprentices who are approved by the Training Fund and indentured to the Training Fund or an Employer.
- 14.3** The Training Fund shall be responsible for the training, education and upgrading of all trainees, apprentices and Operating Engineers.

14.4 Crane Apprentices

- (a) (i) Indentured crane apprentices shall be paid in accordance with the following schedule:

0 to 2,000 hours worked – 50% of Licensed Journeyman Base Rate

2,001 to 4,000 hours worked – 65% of Licensed Journeyman Base Rate

4,001 to 6,000 hours worked – 80% of Licensed Journeyman Base Rate

The trustees of the Operating Engineers Training Institute of Ontario shall determine at its sole discretion the length of term, the qualifications required to progress to the next term and the scheduling of in-school training, and such judgement shall not be made the subject of a grievance.

- (ii) When a crane apprentice has accumulated 6,000 hours worked or credited and has not yet attended his or her final training session at the Operating Engineers Training Institute of Ontario the crane apprentice shall continue to be paid at the crane apprentice’s most recent rate of pay until the completion of formal training at the Operating Engineers Training Institute of Ontario

and the receipt of his or her final results from the Operating Engineers Training Institute of Ontario.

- (b)** All crane apprentices must register at the appropriate Union District Office in their area and also on the master list at the Training Centre.
- (c)** Employers shall request crane apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of crane apprentices shall be done from the appropriate Union District Office under the direction of the Training Fund.
- (d)** Employers will make every effort to keep crane apprentices on a steady basis in order to complete their apprenticeship hours as quickly as possible.
- (e)** Each crane apprentice shall, as a condition of employment, be required to comply with and complete all apprenticeship requirements including completing all required hours of work under appropriate conditions including proper rates of pay, appropriate work experience and the attendance of all training courses as specified by the Training Standards of the Operating Engineers Training Institute of Ontario.
- (f)** A crane apprentice who:
 - (1)** Completes his hours of on-the-job training;
 - (2)** Completes all related training; and
 - (3)** Successfully obtains his Certificate of Qualification from the Ministry of Training, Colleges & Universities,

will no longer be classified as a crane apprentice and will then become the junior Hoisting Engineer with the Employer under all the terms and conditions of the applicable Schedule.

- (g)** All crane apprentices must abide by the Rules and Regulations as spelled out in the Training Standards of the Training Fund.

14.5 Ratio of Crane Apprentices

Each Employer, with the exception of Schedule “B”, shall be required to hire one (1) crane apprentice for each four (4) journeymen crane operators employed. For work covered by Schedule “B” of this Agreement, each Employer performing such work shall be required to hire one (1) crane apprentice for each four (4) journeymen crane operators employed per shift.

14.6 Earthmoving Trainees/Registered Apprentices

- (a)** A new Earthmoving Trainee/Registered Apprentice entering the industry who has taken pre-employment training at the Operating Engineers Training Institute of Ontario will work for his first 1,000 hours at **fifty** percent (50%) of the current base rate for the machine which he is operating. A new Earthmoving Trainee/Registered Apprentice shall be considered a probationary employee for the first **thirty (30)** working days.
- (b)** When **an** Earthmoving Trainee/Registered Apprentice has completed his first 1,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, **and** after written assessment by the Employer, and the Training Fund, each Earthmoving Trainee/Registered Apprentice will be employed for the next 1,000 hours at sixty percent (60%) of the current base rate for his classification.
- (c)** When **an** Earthmoving Trainee/Registered Apprentice has completed 2,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Earthmoving Trainee/Registered Apprentice will be employed for the remaining hours at seventy-five percent (75%) of the current base rate for his classification.
- (d)** After completion of 2,500 hours of on-the-job training and all related training as from time to time specified by the Training Fund the Earthmoving Trainee/Registered Apprentice will then fit into the work force at the rate of **pay** provided for in the Collective Agreement.

- (e) Employers shall request Earthmoving Trainees/Registered Apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Earthmoving Trainees/Registered Apprentices shall be done from the appropriate Union District Office under the direction of the Training Fund.

14.7 Ratio of Earthmoving Trainees/Registered Apprentices

- (a) The ratio of Earthmoving Trainees/Registered Apprentices employed by the Employer may be a minimum of one (1) Earthmoving Trainee/Registered Apprentice to each five (5) Journeymen Operating Engineers in his employ, but in all cases subject to **paragraph (b)** below, the ratio shall be a minimum of one (1) Earthmoving Trainee/Registered Apprentice to each seven (7) Journeymen Operating Engineers or **as** otherwise authorized in writing by the Union.
- (b) **The** maximum number of Earthmoving Trainees/Registered Apprentices employed by the Employer at the same time shall be no more than three (3), unless otherwise authorized in writing by the Union.

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 Toronto and Area 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 18.3** 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 Two Hundred and Twenty-Five Dollars (\$225.00) 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** 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.

18.12 The parties agree to strike a committee to create a mutually acceptable system to document the health and safety training of employees.

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

19.1 (a) Attached hereto are **Schedules “A”, “B”, “C” and “D”** 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 –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

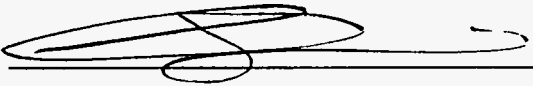
22.1 This Agreement shall become effective May 1, 2007, and shall remain in effect until the 30th day of **April, 2010**, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination or proposed revision, of this Agreement no more than one hundred twenty (120) days before the 30th day of **April, 2010**, 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 26th day of February 2009, at Oakville, Ont.

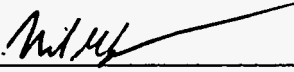
**THE GREATER TORONTO
SEWER AND WATERMAIN
CONTRACTORS ASSOCIATION**

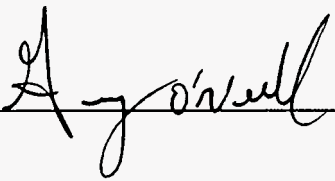
**THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL 793**











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 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, 2007	May 4, 2008	May 3, 2009
\$32.72	\$33.36	\$34.13

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

May 1, 2007	May 4, 2008	May 3, 2009
\$32.47	\$33.11	\$33.88

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

May 1, 2007	May 4, 2008	May 3, 2009
\$32.22	\$32.86	\$33.63

- 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, 2007	May 4, 2008	May 3, 2009
\$32.12	\$32.76	\$33.53

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

May 1, 2007	May 4, 2008	May 3, 2009
\$31.37	\$32.01	\$32.78

- 2.5 Self Propelled Rollers:

May 1, 2007	May 4, 2008	May 3, 2009
\$29.25	\$29.89	\$30.66

- 2.6 Oilers, greasers, mechanics' helpers:

	May 1, 2007	May 4, 2008	May 3, 2009
Third Year	\$30.15	\$30.79	\$31.56
Second Year	\$29.15	\$29.79	\$30.56
First Year	\$28.15	\$28.79	\$29.56

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 Two Dollars and Twenty-Five Cents (**\$2.25**) 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:**

May 1, 2007	May 4, 2008	May 3, 2009
\$32.69	\$33.33	\$34.10

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, 2007	May 4, 2008	May 3, 2009
\$32.44	\$33.08	\$33.85

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 Ninety-Five Cents (\$2.95) 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, 2007	May 4, 2008	May 3, 2009
\$25.83	\$26.47	\$27.24

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

May 1, 2007	May 4, 2008	May 3, 2009
\$24.53	\$25.17	\$25.94

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

May 1, 2007	May 4, 2008	May 3, 2009
\$24.31	\$24.95	\$25.72

- 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, 2007	May 4, 2008	May 3, 2009
\$24.17	\$24.81	\$25.58

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

May 1, 2007	May 4, 2008	May 3, 2009
\$21.20	\$21.84	\$22.61

- 1.5 Self-Propelled Rollers:

May 1, 2007	May 4, 2008	May 3, 2009
\$19.81	\$20.45	\$21.22

- 1.6 Oilers, greasers, mechanics’ helpers:

	May 1, 2007	May 4, 2008	May 3, 2009
Third Year	\$20.69	\$21.33	\$22.10
Second Year	\$19.99	\$20.63	\$21.40
First Year	\$19.29	\$19.93	\$20.70

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. TRAWL 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

for the employee up to a maximum of Eighty Dollars (\$80.00) per day or Four Hundred Dollars (\$400.00) per week.

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 Forty Cents (40¢) 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.

SCHEDULE “D”

**A SCHEDULE APPLYING TO FLUSHING, CLEANING, TESTING,
CCTV INSPECTION, HYDRO EXCAVATION, LINING AND
RE-LINING OF SEWERS AND WATERMAINS**

1. APPLICATION

(a) This Schedule applies to the flushing, cleaning, testing, CCTV inspection, hydro-excavation, lining and re-lining of sewers and watermains whether in the context of construction, construction maintenance, rehabilitation or repair, in Board Area 8 and Simcoe County, save and except watermain rehabilitation and the cement mortar lining or re-lining of small diameter watermains (the “Work”).

(b) Employers carrying out the Work in Board Area 8 and Simcoe County South of Highway #88 will, unless expressed otherwise in this Schedule, be bound to the terms and conditions applicable to open-cut sewer and watermain work as set out in Schedule “A”.

(c) Employers carrying out the Work in Simcoe County North of the North side of Highway #88 will, unless expressed otherwise in this Schedule, be bound to the terms and conditions applicable to sewer and watermain work as set out in Schedule “C”.

(d) Where there is an inconsistency with the general terms and conditions and those in this Schedule, the provisions of this Schedule will prevail, with the exception of hydro excavation (also known as “daylighting” or “wet digging”, consisting of excavation using high pressure water and vacuum removal of soil) which is to be covered under Schedules “A” or “C” as applicable.

(e) No employee performing the Work will suffer a loss of any current or existing monetary term or condition of employment as a result of the implementation and/or ongoing application of this Schedule.

2. WAGES AND CLASSIFICATIONS

CLASSIFICATION	January 1, 2009		May 4, 2009	
	Wages	Vac. Pay	Wages	Vac. Pay 8%
*Vacuum Operator 1	\$22.19	\$1.78	\$22.96	\$1.84
*Vacuum Operator 2	\$20.63	\$1.65	\$21.42	\$1.71
*Combo Operator 1	\$22.19	\$1.78	\$22.96	\$1.84
*Combo Operator 2	\$20.63	\$1.65	\$21.42	\$1.71
*Flusher Operator 1	\$16.99	\$1.36	\$17.78	\$1.42
*Flusher Operator 2	\$15.43	\$1.23	\$16.21	\$1.30
CCTV Operator	\$22.19	\$1.78	\$22.96	\$1.84
*Hydro-Vacuum Excavator Operator	Refer to Schedules “A” or “C”			

CLASSIFICATION	January 1, 2009		May 4, 2009	
Labourer Tradesperson 1	\$22.45	\$1.80	\$23.45	\$1.88
Labourer Tradesperson 2	\$20.45	\$1.64	\$21.45	\$1.72
Labourer Tradesperson 3	\$18.20	\$1.46	\$19.20	\$1.54
*Driver	\$22.19	\$1.78	\$22.96	\$1.84
Mechanic	\$22.19	\$1.78	\$22.96	\$1.84
Helper	\$19.07	\$1.53	\$19.84	\$1.59

* These positions require either DZ or AZ drivers license

<u>Classification</u>	<u>Operating Hours Worked</u>
Vacuum Operator 1 and Combo Operator 1	5,001 and over
Vacuum Operator 2 and Combo Operator 2	3,000 – 5,000
Vacuum Apprentice 1	1,000 – 3,000
Helper	Less than

3. BENEFIT PLAN, PENSION PLAN AND TRAINING FUND CONTRIBUTIONS

Each Employer shall contribute the following amounts per hour for each hour earned by each employee in his employ:

EFFECTIVE DATE	BENEFIT PLAN	PENSION PLAN	TRAINING FUND	TOTAL
January 1, 2009	\$3.30	\$2.60	\$0.10	\$6.00
May 4, 2009	\$3.60	\$2.85	\$0.10	\$6.55

Each Employer shall contribute Industry Fund contributions for each hour worked by each employee in accordance with the provisions set out in Article 3 – Industry and Training Fund of the Master Portion of this Agreement.

4. HOURS OF WORK AND OVERTIME

- 4.1** Hours of Work will be classified as “regular hours.” “Regular hours” will be paid from the time the employee arrives at the base of operation and continues until such time as the employee returns to the base of operation.
- 4.2** The normal work week shall be fifty (50) regular hours per week, made up of ten (10) hours per day Monday to Friday.
- 4.3** All regular hours worked in excess of fifty (50) per week, Monday to Friday, shall be paid at the rate of time and one-half (1½x) the regular hourly rate. All shop time shall be paid at straight time unless requested to stay by management after in which case after ten (10) hours the employee will be paid at the rate of time and one-half (1½x) Monday to Friday.

- 4.4 All work performed on Saturday shall be paid at the rate of time and one-half (1½x) the regular hourly rate. All work performed on Sunday and Statutory holidays shall be paid at double (2x) the regular hourly rate.
- 4.5 If an employee reports for work he will be paid a minimum of three (3) regular hours pay plus all applicable travel allowances or actual hours worked whichever is greater. If an employee is notified not to report before leaving for work, the employee will not be entitled to the three (3) regular hours pay. If required to work on short notice, weekends or at night, the three (3) regular hours minimum will be paid.
- 4.6 **Emergency Call-In**
The Employer will schedule employees to be on call after regular hours of work and weekends. If called, the employee will be paid a minimum of four (4) hours. If the employee is not available for work then it is up to the employee to find a suitable replacement and notify management who that person will be.
- 4.7 The Employer shall pay employees an additional \$50.00 to be on call. If an employee is called and cannot be reached then the employer will have the right to remove the \$50.00 payment from the employee.

5. **PROBATIONARY PERIOD**

All new employees hired by the Employer after the effective date of this Schedule shall be on probation for the first sixty (60) working days from date of hire. The Employer is not required to pay nor remit benefit and pension plan contributions to or on behalf of probationary employees. All probationary employees shall not be required to pay union working dues.

APPENDIX "A"

List of Contractor Members (Employers)

Company	Address	City	Province	Postal Code	Work Phone
Advice Contracting Limited	PO Box 479, Station Main	Markham	Ontario	L3P 3R1	(905) 640-2539
Aecon Utilities	10 Carlson Court, Suite 800	Toronto	Ontario	M9W 7K6	(416) 293-7004
Alsi Contracting Ltd.	115 Rodinea Road	Maple	Ontario	L6A 1R5	(905) 832-2936
Aqua-Tech Dewatering Company Inc.	59 Connie Crescent	Concord	Ontario	L4K 1L3	(905) 907-1700
Armagh Contractors Ltd.	107 Winchester Street	Toronto	Ontario	M4X 1B3	(416) 924-4275
Bar-Quip Construction Limited	255 Spinnaker Way, Unit 10	Concord	Ontario	L4K 4J1	(416) 399-6242
Bess-Con Construction Ltd.	257 Deerhurst Drive	Brampton	Ontario	L6T 5K3	(905) 790-1222
Bianchi Contracting	59 Healey Road	Bolton	Ontario	L7E 5A6	(905) 951-2650
C&M McNally Engineering Corp.	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 Ltd.	8 Cedar Avenue	Thornhill	Ontario	L3T 3V9	(905) 889-5004
Campus Construction Inc.	176 Rivermede Road, Unit 11	Concord	Ontario	L4K 2H3	(905) 669-2994
Carillion Construction	80 North Queen Street	Toronto	Ontario	M8Z 5Z6	(416) 233-5811

Company	Address	City	Province	Postal Code	Work Phone
Carillion Construction	80 North Queen Street	Toronto	Ontario	M8Z 5Z6	
CDC Contracting	10 Bradwick Drive	Concord	Ontario	L4K 2T3	(905) 738-4303
CG Construction Services Ltd.	26 Port Rush Trail	Markham	Ontario	L6L 2A1	(416) 688-1217
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)	30 Floral Parkway	Concord	Ontario	L4K 4R1	(905) 669-5400
Con-Drain Company (1983)					
Con-Ker Construction Corp.	860 Progress Court	Oakville	Ontario	L6L 6K1	(905) 847-8878
Coscon Inc.	P.O. Box 939, Station B	Willowdale	Ontario	M2K 2T6	(800) 267-0611
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	(905) 841-2036
Cucci Construction Limited	5390-A Ambler Drive	Mississauga	Ontario	L4W 1G9	(905) 625-1030
D'Andrea Contracting Co. Ltd.	1051 Martin Grove Road	Rexdale	Ontario	M9W 4W6	(416) 244-4249
D'Orazio Infrastructure Group Limited	2787 Brighton Road	Oakville	Ontario	L6H 6J9	(905) 829-8777
Dibco Underground Inc.	12805 Coleraine Drive	Caledon	Ontario	L7E 3B5	(905) 857-0458

Company	Address	City	Province	Postal Code	Work Phone
Direct Underground Inc.	1244 Keele Street, Unit 4, P.O. Box 636	Maple	Ontario	L6A 1S5	(905) 303-9803
Dolente Concrete & Drain Co.	52 High Meadow Place	Toronto	Ontario	M9L 2Z5	(416) 653-6504
Dom-Meridian Construction Ltd.	1021 Meyerside Drive, Unit 10	Mississauga	Ontario	L5T 1J6	(905) 564-5594
Drainstar Contracting Ltd.	389 Creditstone Road	Concord	Ontario	L4K 4N7	(905) 738-9980
Dranco Construction Limited	1919 Albion Road	Etobicoke	Ontario	M9W 5S8	(416) 675-2682
Dufferin Construction Company	690 Dorval Drive, Suite 200	Oakville	Ontario	L6K 3W7	(905) 842-2741
E.R.P. Savini Construction Co. Ltd.	22 Creditstone Road	Concord	Ontario	L4K 1C6	(905) 669-2399
Earth Boring Company Ltd.	1576 Ifield Road	Mississauga	Ontario	L5H 3W1	(905) 277-9632
F.C.M. Construction Limited	2401 Royal Windsor Drive	Oakville	Ontario	L6J 7X6	(905) 339-0990
F.D.M. Contracting Co. Ltd.	34 Guardsman Road	Thornhill	Ontario	L3T 6L3	(905) 889-5671
F.R.M. Contracting Inc.	42 Steinway Boulevard, Unit 8	Etobicoke	Ontario	M9W 6Y6	(416) 674-8014
Faga Group	137 Langstaff Road East	Thornhill	Ontario	L3T 3M6	(905) 881-2552
Fernview Construction Limited	P.O. Box 33	Bolton	Ontario	L7E 5T1	(905) 794-0132
Fourwinds Construction Inc.	160 Applewood Crescent, Unit 7	Concord	Ontario	L4K 4H2	(905) 660-7100

Company	Address	City	Province	Postal Code	Work Phone
J.C. Romano Sons (Toronto) Ltd.	3760 Jane Street	Concord	Ontario	L4K 2M9	(905) 669-2396
Jordy's Construction Excavating Ltd.	4895 19th Avenue	Markham	Ontario	L6C 1M3	(905) 887-5464
Harmony Infrastructure Inc.	2798 Thamesgate Drive, Unit 6	Mississauga	Ontario	L4T 4E8	(905) 405-9900
Hollingworth Construction Company	Box 424, 41 Cardico Drive	Gormley	Ontario	L0H 1G0	(905) 888-9595
James Elliott Underground Construction Inc.	R.R. #1	Schomberg	Ontario	LOG 1T0	(905) 939-8586
Jimmy Mack & Son Construction Ltd.	1638 4th Concession, R.R. #1	Troy	Ontario	LOR 2B0	(519) 647-2313
Kapp Contracting Inc.	71 Buttermill Avenue	Vaughan	Ontario	L4K 3X2	(905) 738-8640
Kenco Construction Ltd.	34 Stephensbrook Circle	Stouffville	Ontario	L4A 0G4	(905) 640-9676
King Cross Contracting Limited	12473 Hwy. #50 South, P.O. Box 488	Bolton	Ontario	L7E 5T4	(905) 857-0864
L.J.S. 1997 Construction Ltd.	2565 Burslem Road	Mississauga	Ontario	L5A 2R5	(905) 276-2641
Lancorp Construction Co. Ltd	138 Creditstone Road	Concord	Ontario	L4K 1P2	(905) 660-0778
Maiella Contracting Ltd.	3547 Regional Road 25	Oakville	Ontario	L6M 4G8	(905) 825-1940
Marcott Tunnelling Inc.	102 Bales Drive, P.O. Box 93089	Newmarket	Ontario	L3Y 8K3	(905) 898-4889
Mardave Construction Limited	48 Millwick Drive	North York	Ontario	M9L 1Y3	(416) 741-1044

Company	Address	City	Province	Postal Code	Work Phone
Mar-King Construction Company Limited	77 Villarboit Crescent	Concord	Ontario	L4K 4K2	(905) 738-4182
McNally Construction Inc.	1855 Barton Street East	Hamilton	Ontario	L8H 7L8	(905) 549-6561
IBRANCH OFFICE	1544 The Queensway	Etobicoke	Ontario	M8Z 1T5	(416) 252-6321
Memme Construction	1315 Shawson Drive	Mississauga	Ontario	L4W 1C4	(905) 564-7972
New Alliance Ltd.	2050 Speers Road, Unit 6	Oakville	Ontario	L6L 2X8	(905) 847-8888
Niran Construction Ltd.	333 Humberline Drive	Rexdale	Ontario	M9W 5X3	(416) 675-6550
Pachino Construction Co. Ltd.	P.O. Box 1629 7 Sangster Boulevard	Stouffville	Ontario	L4A 8A4	(905) 640-8891
Pennorth Group Limited	267 Oxford Street	Richmond Hill	Ontario	L4C 7V8	(905) 237-0581
Pentad Construction Limited	80 Roysun Road, Unit 10	Woodbridge	Ontario	L4L 8A8	(905) 850-4623
Peran Tunnelling Ltd.	15 Cardico Drive	Gormley	Ontario	L0H 1G0	(905) 888-5313
Pilen Construction of Canada Ltd.	22 Cadetta Road	Brampton	Ontario	L6P 0X4	(905) 794-0752
Power Contracting 1997 Limited	9 Cedar Avenue	Thornhill	Ontario	L3T 3W1	(416) 225-2525
Principle Sewer & Watermain Co. Ltd.	9251 Yonge Street, Bldg. 8, Suite 285	Richmond Hill	Ontario	L4C 9T3	(905) 889-8444
Rabcon Contractors Ltd.	63 Smithy Street	Markham	Ontario	L3P 6M7	(905) 294-0466

Company	Address	City	Province	Postal Code	Work Phone
Riviera Sewer Forming Ltd.	P.O. Box 105, Station Palgrave	Caledon	Ontario	L7E 3S9	(905) 880-2417
Rymall Construction Inc.	160 Cidermill Avenue,	Concord	Ontario	L4K 4K5	(905) 761-0707
Sons of Samario	161 Jeanne Drive	Woodbridge	Ontario	L4L 3K2	(905) 265-0686
Spiniello Companies	370 Bering Avenue	Toronto	Ontario	M8Z 3A9	(416) 233-3332
Sub-Terrain Directional Drilling Ltd.	22 Kennedy Lane	Gormley	Ontario	L0H 1G0	(416) 881-8112
Tacc Construction Ltd.	270 Chrislea Road	Woodbridge	Ontario	L4L 8A8	(905) 856-8500
Technicore Underground Inc.	102 Bales Drive East, P.O. Box 93089	Newmarket	Ontario	L3Y 9K3	(905) 898-4889
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	Toronto	Ontario	M9L 1Y3	(416) 747-1788
Topsite Contracting Limited	117 Corstate Avenue, Unit 1	Concord	Ontario	L4K 4Y2	(416) 798-7238
Trisan Construction	P.O. Box 502	Schomberg	Ontario	LOG 1T0	(416) 410-3839
Utility Force Inc.	50 Bertal Road	Toronto	Ontario	M6M 4M4	(416) 256-4151
Valentine Underground Services Ltd.	451-A Attwell Drive	Rexdale	Ontario	M9W 5C4	(416) 674-0901

Company	Address	City	Province	Postal Code	Work Phone
Vipe Construction Ltd.	121 Select Avenue	Scarborough	Ontario	M1V 4A5	(416)298-0060
Warden Construction Co. Limited	4000 Dundas Street W.	Toronto	Ontario	M6S 2T7	(416) 822-0148
Wardet Limited	345 Wilson Avenue, Suite 302	Toronto	Ontario	M3H 5W1	(416)633-3020
Wasero Construction (1991) Ltd.	272 Bradwick Drive	Concord	Ontario	L4K 1K8	(905) 669-3970

APPENDIX “B”

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 **May 1, 2007**:

- (i) For employees with \$5,850.00 or fewer dollars in their Health Plan dollar bank, three dollars and forty cents (\$3.40) to the Health Plan **and** six dollars (\$6.00) to the Pension Plan;
- (ii) For employees with more than \$5,850.00 in their Health Plan dollar bank, nine dollars and forty cents (\$9.40) to the Pension Plan.

Effective **May 4, 2008**:

- (i) For employees with \$5,850.00 or fewer dollars in their Health Plan dollar bank, three dollars and seventy cents (\$3.70) to the Health Plan and six dollars and twenty-five cents (\$6.25) to the Pension Plan;
- (ii) For employees with more than \$5,850.00 in their Health Plan dollar bank, nine dollars and ninety-five cents (\$9.95) to the Pension Plan.

Effective **May 3, 2009**:

- (i) For employees with \$5,850.00 or fewer dollars in their Health Plan dollar bank, four dollars (\$4.00) to the Health Plan and six dollars **and** fifty cents (\$6.50) to the Pension Plan;
- (ii) For employees with more than \$5,850.00 in their Health Plan dollar bank, ten dollars and fifty cents (\$10.50) to the Pension Plan.

Effective on and after January 1, 2007 the amount \$5,850.00 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 May 1, 2007:

- (i) For employees with \$5,850.00 or fewer dollars in their Health Plan dollar bank, three dollars and forty cents (\$3.40) to the Health Plan and three dollars and ninety-eight cents (\$3.98) to the Pension Plan;
- (ii) For employees with more than \$5,850.00 in their Health Plan dollar bank, seven dollars and thirty-eight cents (\$7.38) to the Pension Plan.

Effective May 4, 2008:

- (i) For employees with \$5,850.00 or fewer dollars in their Health Plan dollar bank, three dollars and seventy cents (\$3.70) to the Health Plan and four dollars and twenty-three cents (\$4.23) to the Pension Plan;
- (ii) For employees with more than \$5,850.00 in their Health Plan dollar bank, seven dollars and ninety-three cents (\$7.93) to the Pension Plan.

Effective May 3, 2009:

- (i) For employees with \$5,850.00 or fewer dollars in their Health Plan dollar bank, four dollars (\$4.00) to the Health Plan and four dollars and forty-eight cents (**\$4.48**) to the Pension Plan;
- (ii) For employees with more than \$5,850.00 in their Health Plan dollar bank, eight dollars and forty-eight cents (\$8.48) to the Pension Plan.

Effective on and after January 1, 2007 the amount \$5,850.00 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 "C"

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 “D”

LETTER OF UNDERSTANDING #2

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 Dakville this 26th day of February, 2009

[Signature]
For the Union
Mike Gallagher

[Signature]
For the Association

Mike Gallagher
Print Name

R. S. Coyne
Print Name

APPENDIX “E”

LETTER OF UNDERSTANDING #3

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 1st, 2007 to April 30th, 2010; and

WHEREAS the Association and Local 793 contemplate entering into a successor collective agreement which will be effective on its face from May 1st, 2010 to April 30th, 2013 (the “successor 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 Agreement will not be subject to strikes and lockouts in future years;

NOW THEREFORE the Association and Local 793 agree as follows with respect to the renewal of the above-noted successor collective agreement:

1. If Local 793 and the Association are unable to agree upon the terms and conditions of the successor collective agreement, then on the 30th day of April or thereafter in 2010, either party may refer the settlement of the new collective agreement to final and binding arbitration;
2. Local 793 and the Association agree that in view of the final and binding arbitration provisions set out herein there will not be, and they will not cause there to be, a strike or lockout following the expiry of the relevant collective agreement in 2010;
3. The Parties agree that, in order to meet the need for expedition in the construction industry, they will agree upon a mutually acceptable arbitrator by no later than April 30th, 2010, although it is understood that simply agreeing to an arbitrator in no way means that the agreement must be settled by the arbitration;

4. Upon a party issuing a written notice of desire to proceed to final and binding arbitration to both the other party and the arbitrator, the arbitrator will commence a hearing with respect to the arbitration within fourteen (14) calendar days of the date of notice or thereafter if mutually agreed to by the Parties;
5. It is agreed that the arbitrator will hear, and will have the necessary jurisdiction to determine, all lawful proposals and positions which are put before him/her by either party, and there is no restriction upon the number of issues which may be put to the arbitrator. Further, the parties agree that the arbitration process will not be one of final offer selection;
6. With respect to the agreements set out in **paragraph 5** above, the parties agree that they may mutually agree to modify the arbitration proceedings such that the number of issues proceeding to arbitration may be limited and/or that final offer selection may be utilized for all or part of the arbitration proceedings;
7. It is agreed that the arbitrator will issue his/her decision within seven (7) days of the date of the hearing and that any aspects of the decision may be retroactive to May 1st of the appropriate year if the arbitrator so determines;
8. It is agreed that any arbitrations which are required **as** between Local 793 and the Association will be the "industry arbitration" and accordingly pursuant to the terms and provisions of the Collective Agreement, including but not limited to this Letter of Understanding, it is agreed that such decisions will be final and binding upon any Employer bound to for all purposes;
9. The Parties agree that any arbitrator exercising jurisdiction under this Agreement will have no authority to impose any form of no strike - no lockout arrangement for any Collective Agreement for the period commencing May 1st, 2013, and thereafter unless otherwise specifically agreed to by the Parties;
10. The Parties agree that the agreements, duties, obligations and rights set out in this Letter of Understanding form part of the Collective Agreement which is binding upon them and in addition constitute a settlement of proceedings under the *Act* which is enforceable under Section 96 (7) of the *Act* and accordingly are enforceable both as terms and provisions of this Collective Agreement and under the provisions of the *Act* with respect to the settlement of proceedings.

Signed and dated at Toronto this 23 day of April, 2007.

“John W. Anderson”
For Local 793

“M. P. McNally”
For the Association

John W. Anderson
Print Name

M. P. McNally
Print Name

APPENDIX “F”

LETTER OF UNDERSTANDING #4

BETWEEN:

Greater Toronto Sewer and Watermain Contractors Association

(the “Employer Association”)

-and-

International Union of Operating Engineers, Local 793

(“Local 793”)

Re: Training Trust Fund

WHEREAS Local 793 and the Employer Association have engaged in negotiations with respect to making amendments to, and/or establishing a new Trust Agreement for the administration of the International Union of Operating Engineers, Local 793 Training Fund (“Training Fund”) that will transfer the power of appointment of Trustees to the Board of Trustees solely to Local 793 as set out in the Letter of Understanding attached as Schedule “A”;

AND WHEREAS Local 793, in its capacity as the Operating Engineers Employee Bargaining Agency has presented a similar Letter of Understanding to the one attached as Schedule “A”, to the Operating Engineers Employer Bargaining Agency with respect to the Provincial Collective Agreement;

NOW THEREFORE the parties agree as follows:

1. The Employer Association agrees to execute the Letter of Understanding, attached as Schedule “A”, upon receipt of an executed Letter of Understanding between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency with respect to making similar amendments to, and/or establishing a new, Trust Agreement for the administration of the International Union of Operating Engineers, Local 793 Training Fund under the Provincial Collective Agreement.
2. Any relevant and/or substantive amendments made to the Letter of Understanding between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency shall also be made to the Letter of Understanding attached as Schedule “A” prior to execution.

3. The parties agree that this Letter of Understanding forms part of the Collective Agreement.

Signed and dated at Dunville this 26th day of February, 2008.

Mike H.V.
For the Union
Mike Gallagher

Abouye
For the Employer Association

Mike Gallagher
Print Name

R. S. Coyne
Print Name

SCHEDULE “A”

TO

LETTER OF UNDERSTANDING #4

BETWEEN:

Greater Toronto Sewer and Watermain Contractors Association
(the “Employer Association”)

-and-

International Union of Operating Engineers, Local 793
(“Local 793”)

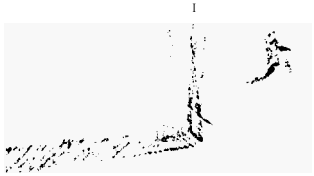
Re: Training Trust Fund

WHEREAS the Employer Association members are required to make contributions on behalf of its employees to the International Union of Operating Engineers, Local 793 Training Fund (the “Training Fund”) pursuant to Article 3 of the collective agreement between the International Union of Operating Engineers, Local 793 and the Greater Toronto Sewer and Watermain Contractors Association (the “Sewer and Watermain Agreement”);

NOW THEREFORE the parties agree with each other as follows:

- 1.** The Employer Association agrees that from and after the effective date of the Sewer and Watermain Agreement, the Training Fund shall continue and the Employer Association members shall make contributions in accordance with the applicable rates;
- 2.** As of the effective date of the Sewer and Watermain Agreement, the Employer Association will agree to amend the Trust Agreement of the Training Fund (the “Trust Agreement”) so that the Employer Association and any of the other Party Employer Associations will no longer have the right to appoint Trustees to the Board of Trustees, and any power of appointment which they have will be transferred to Local 793, which shall appoint all of the members of the Board of Trustees;
- 3.** The Employer Association agrees to serve notice on any Trustees appointed by the Party associations to the Trust Agreement that they are removed as Trustees of the Training Fund;
- 4.** The Employer Association agrees that it will take all necessary steps and execute any necessary documents, including but not limited to, amendments to the Sewer and Watermain Agreement, to effect the removal of the Employer Trustees and the power of the Party Employer Associations to appoint any Trustees under the Trust Agreement and will consent to any variation of the Training Fund if necessary;

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APPENDIX “G”

LETTER OF UNDERSTANDING #5

BETWEEN:

A Council of Trade Unions Acting as the Representative and Agent of
Universal Workers Union, LIUNA Local 183 and
Teamsters, Local Union 230

(the “Council”)

-and-

International Union of Operating Engineers, Local 793

(“Local 793”)

-and-

Greater Toronto Sewer and Watermain Contractors Association

(the “GTSWCA”)

Re: Sewer Flushing and Hydro Excavation Work

In consideration of the Memoranda of Agreement reached concurrently herewith between the GTSWCA and the Council and the GTSWCA and Local 793 for renewal collective agreements, the parties hereto agree:

- 1.** This letter applies to all work in connection with the flushing, cleaning, CCTV inspection, hydro excavation, lining and relining of sewers and watermains whether in the context of construction, construction maintenance, rehabilitation or repair, in Board Area 8 and Simcoe County, save and except the cement mortar lining or relining of small diameter watermains (the “Work”).
- 2.** The parties undertake with one another to resolve as soon as practicable all outstanding matters pertaining to the Work by:
 - (a)** including the terms and conditions pertaining to the Work in the two GTSWCA collective agreements to expire on April 30,2010; and
 - (b)** basing such terms **and** conditions on existing arrangements in writing pertaining to the Work.

3. This Letter of Understanding is without prejudice to any party's position concerning whether any or all of the Work described above falls within the scope of the collective agreements between the GTSWCA and the Council and the GTSWCA and Local 793.

DATED this 23rd day of April, 2007.

The Council

"ILLEGIBLE"

"FRANCO MORANO"

Local 793

"JOHN W. ANDERSON"

GTSWCA

"M.P. McNALLY"

