

SOURCE	CBA.		
EFF.	90	05	07
TERM.	92	04	30
No. OF EMPLOYEES	1140		
NOMBRE D'EMPLOYÉS	D.S.		

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

B E T W E E N :

THE METROPOLITAN TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION, on behalf of its Contractor Member Companies listed in Schedule "D" 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 Schedule "D", and all other Employers for whom the Association bargains are hereinafter called the "Employer or Employers")

OF THE FIRST PART

- and -

A COUNCIL OF TRADE UNIONS acting as the representative and agent of Teamsters Local Union 230, and Labourers International Union of North America Local Union 183

(hereinafter called the "Council")

OF THE SECOND PART

WHEREAS the Association acting as an employers organization on behalf of its Contractor Members listed in Schedule "D" hereto and all other Employers on behalf of whom the Association bargains pursuant to its Accreditation Certificate, but without liability against the Association for violations of the Collective Agreement by the Employers, and the Council acting on behalf of its Member Unions wish to make a common collective agreement with respect to certain employees of the Employers engaged in sewer and watermain construction listed in Schedule "D" and with respect to other employees of Employers for whom the association bargains pursuant to its Accreditation Certificate to provide for and ensure uniform interpretation and application to the administration of the Collective bargaining agreement.

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AND WHEREAS, in order to ensure uniform interpretation and application, the Unions hereinafter listed wish to negotiate and administer the said agreement through the Council and for that purpose have constituted the Council and empowered it to act as the agent for each Union hereinafter listed and the said Unions recognize the formation by the Employers of the Association and agrees to deal with the said Association as the agent of the Employers and all other employers for whom the association bargains pursuant to its Accreditation Certificate and agree not to negotiate with any of the said Employers on an individual basis, except as may be permitted under the Ontario Labour Relations Act

AND WHEREAS the Employers recognize the formation by the Unions of the Council and agree to deal with the Council as the agent of the Unions in negotiating and administering a common collective agreement;

NOW THEREFORE it is agreed as follows:

ARTICLE I - COUNCIL OF TRADE UNIONS

1.01 The members of the Council of Trade Unions are:
Teamsters' Local Union 230;
and,
Labourers' International Union of North
America, Local Union 183.

1.02 The Unions named above each agree with the other and with the Employers:

(a) To maintain a Council of Trade Unions composed of the accredited representatives of those unions named above which are the parties to this agreement and no others, as their representative and agent for the purpose of bargaining collectively with the Employers and administering this agreement.

(b) To delegate, and they do hereby delegate, to the Council acting as their representative and agent, all their rights as bargaining agent for members of their respective unions who come within the scope of this agreement and agree during the term of this agreement not to seek to bargain individually with the Employers or any of them; and,

(c) To be governed by the terms of this agreement and by all lawful settlements of disputes and grievances made on their behalf by the Council pursuant to this agreement.

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

B E T W E E N :

THE METROPOLITAN TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION, on behalf of its Contractor Member Companies listed in Schedule "D" 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 Schedule "D", and all other Employers for whom the Association bargains are hereinafter called the "Employer or Employers")

OF THE FIRST PART

- and -

A COUNCIL OF TRADE UNIONS acting as the representative and agent of Teamsters Local Union 230, and Labourers International Union of North America Local Union 183

(hereinafter called the "Council")

OF THE SECOND PART

WHEREAS the Association acting as an employers organization on behalf of its Contractor Members listed in Schedule "D" hereto and all other Employers on behalf of whom the Association bargains pursuant to its Accreditation Certificate, but without liability against the Association for violations of the Collective Agreement by the Employers, and the Council acting on behalf of its Member Unions wish to make a common collective agreement with respect to certain employees of the Employers engaged in sewer and watermain construction listed in Schedule "D" and with respect to other employees of Employers for whom the association bargains pursuant to its Accreditation Certificate to provide for and ensure uniform interpretation and application to the administration of the collective bargaining agreement.

1.03 The Council, acting as the representative and agent of the unions named, accepts the delegation of rights as set out in Section 1.02 hereof and assumes the responsibility of bargaining collectively with the Employers on behalf of all employees who come within the scope of this agreement.

ARTICLE II - RECOGNITION

2.01 The Association on behalf of each of the Employers recognizes the Council as the collective bargaining agent for all employees of the employers being contractor member companies listed in Schedule "D" hereto and all other Employers of employees on behalf of whom the Association bargains pursuant to its Accreditation Certificates while working in the County of Simcoe and Board Area No. 8.

2.02 Effective the 7th day of May, 1990, in the County of Simcoe, the Association on behalf of each of the Employers described in Section 2.01 agrees to abide by the rates and conditions established in Schedule "C", attached hereto.

ARTICLE III - UNION SECURITY AND CHECK-OFF OF UNION DUES

3.01 All employees shall, when working in a position within the bargaining unit described in Article II hereof, be required as a condition of employment to be a member of one of the Unions forming the Council before commencing employment and shall be required to maintain such membership while working within the bargaining unit for the duration of this agreement. The Union will not unreasonably withhold membership from anyone who is requested in writing by the Employer.

3.02 It is further agreed that when a new employee is hired, he will be required to apply for a clearance slip from Labourers' Union Local 183 or Teamsters' Union Local 230 as the case may be, before starting work, except in emergency circumstances where the Employer requires the employee to start work immediately in which event the employee must apply for clearance at the Union Hall not later than the Saturday following commencement of employment. The Employer shall supply a letter to the employee confirming he has been hired. /- /

3.03 Each employee shall, when working in a position within the bargaining unit described in Section 2.01 above, be required as a condition of employment to have his regular monthly Union dues checked off. The Employer agrees to make such deductions from the first pay in each calendar month and to remit same not later than the fifteenth day of the same month to the Secretary-Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their social security numbers from whose pay such deductions have been made. In the case of Teamsters Local Union 230, when Employers issue T4 slips, they shall include the total amount of Union dues.

3.04 (TEAMSTERS LOCAL 230 ONLY)

The Employer further agrees on receipt of proper authorization to deduct Teamsters Local Union 230 initiation fees or re-initiation fees in two weekly installments and to remit the said deductions to Teamsters Local Union 230 when union dues are remitted on or before the 15th of each month.

ARTICLE IV - MANAGEMENT RIGHTS

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

(a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;

(b) To hire, discharge, classify, transfer, promote, demote, layoff, 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;

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

ARTICLE V - GRIEVANCE PROCEDURE

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

5.02 Grievances properly arising under this agreement shall be adjusted and settled as follows:

STEP NO. 1: Within twenty (20) 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 ten (10) days of the employee being notified of his discharge), save and except grievances involving monetary items as defined in Section 5.03 below, the aggrieved employee with his business representative may present his grievance, which shall be reduced to writing to the Employer. 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 ten (10) full working days thereafter.

STEP NO. 2: The Council grievance committee, if it considers it a valid grievance, may submit the grievance to a committee of the Association and the respective committees shall meet within five (5) working days 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 this grievance is one which concerns the interpretation or alleged violation of the agreement, the grievance may be submitted to arbitration as provided in Article VI below at any time within twenty (20) working days thereafter but not later, or referred to the Ontario Labour Relations Board for arbitration pursuant to Section 124 of the Ontario Labour Relations Act within a reasonable time which shall not be more than thirty (30) working days thereafter.

5.03 Grievances dealing with alleged violation of payment for hours of work, rates of pay, overtime, premiums (shift and compressed air) traveling expenses, room and board allowances, reporting allowances but not including grievances arising out of classification assignment may be brought forward at Step No. 1 within the three (3) months after the circumstances giving rise to the grievance occurred or originated. It is further understood that the adjustment of any such grievance be retroactive to the first day of the alleged violation within the three (3) month period.

5.04 Grievances dealing with alleged violation of payment for vacation and statutory holiday pay, pension and welfare contributions, Union Dues, Working Dues, Training and Industry Fund, shall be brought forward at Step No. 1 within the period of time stipulated in Section 5.03 herein or three (3) months after the circumstances giving rise to the grievance were brought to the attention of the grievor and the Council and its member Unions affected *OR* the Association as the case may be, whichever is the longer period. It is further understood that the adjustment of any such grievance shall be retroactive to the first day of the alleged violation.

ARTICLE VI - ARBITRATION

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

6.02 The Board of Arbitration will be composed of one person appointed by the Employers, one person appointed by the Council and a third person to act as Chairman chosen by the other two members of the Board.

6.03 Within five (5) working days of the request of either party for a Board, each party shall notify the other of the name of its appointee.

6.04 Should the person chosen by the Employers to act on the Board and the person chosen by the Council fail to agree on a third member as Chairman within five (5) days of the notification mentioned in 6.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate an impartial person to act as Chairman.

6.05 The decisions of the Board of Arbitration or a majority of such Board constituted in the above manner, or if there is no majority, the decision of the Chairman shall be binding upon the employees, the Council, the Trade Unions and the Employer.

6.06 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.

6.07 Each of the parties to this agreement will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Chairman.

6.08 (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 may 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 Article V and VI hereof is not taken within the time limits specified therein or as extended in writing, as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.

ARTICLE VII - MANAGEMENT GRIEVANCES AND COUNCIL GRIEVANCES

7.01 It is understood that the Association on its own behalf, or on behalf of any of its Member Companies, may file a grievance with the Council and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee. Such grievance shall be processed at Step No. 2 of the grievance procedure set out in Article V hereof.

7.02 A Council 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 in the same manner and within the same time limits as in the case of an employee grievance.

Such grievance shall be processed at Step No. 1 of the grievance procedure as set out in Article V hereof. If it is not settled, it may go to a Board of Arbitration in the same manner as a grievance of an employee.

ARTICLE VIII - HOURS OF WORK, WAGE RATES, ETC.

8.01 Attached hereto as Schedules A, B, C and D and Appendices A, B, C, D, E, and F of this agreement are schedules of hours of work, wage rates and other conditions of employment, in open cut work and tunnel work respectively, and they are hereby made a part of this Agreement.

ARTICLE IX - UNION REPRESENTATION

9.01 The Business Representative of the Council shall have access to all working areas during working hours as necessary for the administration of this agreement, but in no case shall his visits interfere with the progress of the work. When visiting a job, he will first advise the superintendent or other supervisory personnel as designated by the Employer. Where clearance is required from the owner it is the responsibility of the Council to obtain such clearance. The Council agrees to give such assistance as is required of it by the Employer to secure competent and qualified men.

9.02 The Employer agrees to recognize one (1) steward for up to twenty (20) employees or major fraction thereafter, (on tunnel projects one steward per shift per shaft will be recognized), but shall not be obliged to recognize such stewards until the job superintendent, or the foreman on the job if there is no job superintendent, has been informed by the Business Representative of the appointment; such appointment shall be confirmed by the Union in writing to the Employer within seven (7) working days thereafter. The steward will not be excluded from overtime work on his crew, provided he is able to do the work required, and shall be one of the last two men retained by the Employer if competent to perform the available work remaining. The Employer will recognize one (1) Teamster steward in addition to the foregoing where more than four (4) Teamsters are employed.

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On tunnel projects, the Union has the right to refer to Employer a Union Steward on each tunnel project at the commencement of the project or the shift subject to a Letter of Understanding shown as Appendix "A" attached. It is agreed that such employee shall be either the first or second person in the Labourers' bargaining unit on the project. Union acknowledges Union Steward has same responsibilities as other employees on the project.

ARTICLE X - PRODUCTIVITY

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

10.02 There shall be no strikes or lock-outs so long as this agreement continues to operate.

10.03 Neither of the unions on whose behalf this agreement is entered into shall involve the Employers, or any of them, in any dispute which may arise between the Council of Trade Unions and any other company and the employees of such other company. The Council further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

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10.04(a) The Employer shall, (subject to paragraph 10.04(b)), subcontract work only to subcontractors who are in contractual relations with the Unions comprising the Council. In the event the subcontract is within the work jurisdiction of only one of the Unions, the Employer shall subcontract such work only to subcontractors in contractual relations with that Union.

For subdivision work the subcontractor clause will apply only to Sewer and Watermain work as covered by this collective agreement and Roadbuilding work which includes all work covered by the collective agreement between the M.T.R.B.A. and the Council of Trade Unions.

In the event the employer has a problem due to the application of this clause, a meeting of the parties will be convened to discuss and resolve the problem.

(b) Work Preference - The Employers will give preference to owner-operators (dump trucks, dump boxes) who are bound by collective agreements with Teamsters' Local Union 230.

10.05 If an Employer covered by this agreement engages in work other than sewer and watermain construction and such work comes within the purview of the existing collective agreements between the Council or its members and the Metropolitan Toronto Road Builders Association, The Heavy Construction Association of Toronto or Subway Contractors, The Utility Contractors' Association and the Pipeline Collective Agreement, all of the terms and conditions of those collective agreements including rates of pay and all other provisions including the subcontractor and union security clauses of the appropriate agreement are hereby recognized to bind the Employer and any violation of such agreement is recognized to be a grievance which properly arises and is to be resolved under that agreement.

ARTICLE XI - SAFETY, SANITATION AND SHELTER

11.01(a) On all jobs where more than five (5) employees are continuously employed, shelter (heated when necessary) shall be provided for employees to eat their lunch and store their clothing. Sanitary toilets shall be provided in accordance with the Occupational Health and Safety Act. The facilities referred to herein will be provided before production work commences on the job;

(b) On all tunnel projects expected to last more than five (5) working days, the Employer shall provide an adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch and store their clothing. It is further agreed that the lunchroom facilities shall be separated by partition from the washup area. Hot and cold water, showers (where possible), toilets, towels, and soap shall be available.

(c) Compressed Air: Where employees are required to have their lunch break underground in compressed air, the Employers agree that a proper sanitary lunchroom facility shall be provided, heated when necessary and separate from the work area. Potable water shall be provided at all times. Sanitary toilets shall be provided and shall not be located in or near the lunchroom area.

11.02 The Employers shall supply safety helmets to employees at no cost to the employee. If any 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 through willful neglect and abuse, the employee shall be charged for the full replacement value.

11.03 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 Employers. Further, if a trailer is used at the job site for storage of tools and equipment, in addition to use as lunchroom facilities (heated when necessary), the tool storage area will be partitioned off.

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

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11.05 No employee will be discharged by his Employer because he fails to work in unsafe conditions contrary to the provisions of the Occupational Health and Safety Act, as currently amended. Any refusal by an employee to abide by such regulation after being duly warned will be sufficient cause for dismissal.

11.06(a) When employees are required to perform their duties in wet weather, the Employers agree to supply suitable protective clothing, including rubber boots and rain suits, 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;

(b) On all tunnel projects, when employees are required to perform their duties in wet or abnormal conditions such as water, dust, noise, etc., the Employers agree to provide suitable protective clothing and equipment including rubber boots, rain suits and gloves, 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.

11.07 The Employers shall, at their 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.

11.08 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.

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

11.10 On projects where the Company provides locked-up facilities for employees to store their tools and clothing as required by Article 11.01, the Company will reimburse an employee up to Two Hundred and Fifty Dollars (\$250.00) for loss due to fire or theft resulting from a break-in to such locked-up facilities.

In all cases the employee must provide a written and signed statement substantiating the amount of the loss.

ARTICLE XII - COFFEE AND LUNCH BREAKS

12.01 Employees will be allowed one coffee break of ten minutes in each half of the working shift.

12.02 Employees shall be allowed a one half hour unpaid lunch break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a meal break.

ARTICLE XIII - WELFARE, PENSION AND LEGAL PLAN COVERAGE ^{701 B.C.E.R. 24}
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13.01 (a) The Employer agrees to pay the sum of eighty-five cents (\$0.85) for each hour worked by each employee represented by Local 183 to Local 183 Members' Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of purchasing weekly indemnity, life insurance, major medical, dental care, or similar benefits for such employees.

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(b) Notwithstanding the foregoing, effective as of January 1, 1991, the Employer agrees to pay:

(i) the sum of eighty cents (\$0.80) per hour for each hour worked by each employee represented by Local 183 to the Local 183 Members' Benefit Fund for the purposes set forth in Article 13.01(a), supra and;

(ii) the sum of five cents (\$0.05) per hour for each hour worked by each employee represented by Local 183 to the L.I.U.N.A. Local 183 Prepaid Legal Benefits Fund.

During the lifetime of this Agreement and subject to all applicable laws it is agreed that the Union has the right to re-assign or transfer part of the welfare contribution as per Article XIII to the Pension Fund, as per said Article.

13.02 183 Pension: The Employers agree to pay for each hour worked by employees represented in this agreement by Local 183, Labourers' International Union of North America, into the Central and Eastern Canada Labourers' International Union Pension Fund, jointly and equally administered by trustees representing Employers and the Union, the following sums:

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Effective January 1, 1990 - \$1.00
for each hour worked

Effective January 1, 1991 - \$1.20
for each hour worked

13.03 230 Welfare: The Employers agree to pay for each hour worked by employees represented in this agreement by Teamsters@ Local Union 230, into Teamsters' Local Union 230 Members' Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, the following sums:

Effective January 1, 1990 - \$0.85
for each hour worked

During the lifetime of this agreement and subject to all applicable laws it is agreed that the Union has the right to re-assign or transfer part of the welfare contribution as per Article XIII to the Pension Fund contribution as per said article.

13.04 230 Pension: The Employers agree to pay for each hour worked by employees represented in this agreement by Teamsters* Local Union 230, into Teamsters Local Union 230 Members Canadian Construction Division Pension Plan jointly administered by an equal number of Employer and Union Trustees the following sums:

Effective January 1, 1990 - \$1.05
for each hour worked

Effective November 1, 1990 - \$1.30
for each hour worked

Effective January 1, 1991 - \$1.50
for each hour worked

13.05 Payments into the Welfare Funds and Pension Funds are to be made by the 15th day of the month following the month for which payment is due.

13.06 It is agreed that by joint agreement the Trustees of the Benefit Funds shall be empowered to charge interest at the rate of two percent (2%) compounded monthly, yielding 26.7% per annum on failure of an employer to make payment due to the Benefit Funds in accordance with Section 13.05. It is further agreed that by joint agreement of the Council and the Association, interest at the rate of two percent (2%) compounded monthly, yielding 26.7% per annum may be charged on failure of an Employer to make payments due to the Pension Funds in accordance with 13.05.

ARTICLE XIV - VACATION PAY AND STATUTORY HOLIDAY PAY

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14.01 Vacation and statutory holiday pay credits shall be paid to employees covered by this collective agreement at the rate of ten percent (10%) of the gross wages earned.

It is understood and agreed that five percent (5%) of the gross wages is to be considered in lieu of statutory holiday pay. Payments hereunder to employees in Labourers' classifications shall be made in accordance with Article 14.02 below, and in the case of employees in Teamsters' classifications, payments will be paid to such employees in two (2) installments on May 31st and November 30th in each year.

14.02 Vacation and statutory holiday pay as aforesaid for employees in Labourers' classifications shall be paid into the Local 183 Civil Engineering Vacation with Pay Trust Fund, jointly administered by an equal number of Employers and Union Trustees, which Employer Trustees shall be appointed by the Metropolitan Toronto Sewer and Watermain Contractors' Association, the Utility Contractors' Association of Ontario, and the Heavy Construction Association of Toronto. One of the said Employer Trustees shall be appointed by the Association. Payments into the fund shall be made monthly and the interest earned by the investment of the monies in such fund shall be firstly applied against the administration costs of the fund and secondly against any deficit caused by the delinquency of a contributing Employer and the balance shall be paid to the Association pro-rated on the basis of contributions into the fund made by all sewer and watermain contractors covered by this or a similar or like collective agreement, on account of the Association's costs of negotiating and administering this agreement. Payments into the Fund shall be made by the 15th day of the month following the month for which payment is due. Chairmanship of the Trustees shall be rotated annually.

ARTICLE XV - STATUTORY HOLIDAYS

15.01 The following are recognized by the Employers as statutory holidays:

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

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or any other statutory holiday legally declared by the Federal or Provincial Government.

ARTICLE XVI - REPORTING ALLOWANCE

16.01 An employee who reports for work at the Employers' shop or job 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 required to do so by the foreman.

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16.02 An employee who reports for work at the Employer's shop or job site, unless directed not to report, and for whom no work is available due to inclement weather, shall receive a minimum of two (2) hour's reporting time, provided the employee remains on the job for one (1) hour 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 16.01 shall apply.

16.03 An employee, who in the course of his shift is directed by the Employer to wait on a job or travel from one job site to another job site within Board Area 8, shall be paid for such waiting or travel time.

ARTICLE XVII - PAYMENT OF WAGES

17.01 Wages shall be paid weekly by either cash or cheque on the job at the option of the Employer and shall be accompanied by a slip outlining rate of pay, all hours of work, overtime hours, deductions for income tax, unemployment insurance, pension, etc., where applicable. It is further agreed that an employee's pay slip will show the number of hours worked in each week. In the event that wages are paid by cheque, pay day shall be no later than Thursday.

17.02 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.

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

ARTICLE XVIII - OUT OF TOWN ALLOWANCE

18.01 In regard to out-of-town allowances, it is understood that if the Employer requires an employee to be out of town overnight, the Employer will provide suitable room and board for the employee up to a maximum of Sixty Dollars (\$60.00) per day and Three hundred dollars (\$300.00) per week effective May 7, 1990 and up to a maximum of Seventy Dollars (\$70.00) per day and Three Hundred and Fifty Dollars (\$350.00) per week effective May 1, 1991. It is further understood that on projects located beyond 200 kilometres, out-of-town allowances shall be paid seven (7) days per week.

18.02 In regard to traveling time in the fringe area, beyond the west side of County Line #23, south side of Highway #9, east side of Highway #25 or their extensions and beyond the Town of Newmarket, up to a radius of 100 kilometres, the employee will be paid at the rate of Thirty One and One half Cents (\$0.31.5) per road kilometre, one way from the Toronto City Hall to the job site effective May 7, 1990 and Thirty Three Cents (\$0.33) per road kilometre effective May 1, 1991. Such payment is in lieu of room and board and is not paid when Company transportation to the job is supplied and straight time to a maximum of one and on-half (1-1/2) hours' pay a day one way is paid to the employee.

18.03 In regard to traveling time outside of the Metropolitan Toronto Free Zone -- the Free Zone consisting of the area west of the Pickering Town Line/Hwy #30 (to Lake Ontario), south of Highway #7 and Langstaff Road (or its continuation) and east of Highway #410 and Cawthra Road -- but within the west side of County Line #23, the south side Highway #9, the East side of Highway #25 or their extensions including the Town of Newmarket, employees will be granted Ten Dollars (\$10.00) per day traveling allowance when Company transportation to the job is not supplied.

18.04 It is understood that when an employee is sent out of town by his Employer in the circumstances contemplated above, the Employer will maintain the rate of wages, hours of work and all fringe benefits provided for in this agreement including, and without limiting the generality of the foregoing, welfare, pension, vacation and statutory holiday pay, training, etc., as provided herein.

18.05 Where the Employer supplies transportation and where an employee is required by his Employer to report to a yard or assembly point within the Free Zone area before going to a job outside of this Free Zone Area, the employee will be paid Fifty percent (50%) of the provision in clause 18.03.

ARTICLE XIX - REINSTATEMENT OF EMPLOYEES UPON RETURN
FROM INDUSTRIAL ACCIDENT

19.01 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 Articles V and VI of this agreement.

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

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19.03 The parties agree to the establishment within three (3) months of the signing of this agreement, of a joint committee of equal representative of the Metropolitan Toronto Road Builders' Association, the Metropolitan Toronto Sewer and Watermain Contractors' Association, the Heavy Construction Association of Toronto and the Utility Contractors' Association of Ontario, and Labourers' Local 183 for the purpose of exploring the possibilities of finding light work within the industry for injured workers. Any ~~decisions reached by~~ the said joint committee and approved by the Association and Labourers' Local 183, shall be binding upon all Employers bound by this agreement.

ARTICLE XX - INDUSTRY AND TRAINING

20.01 (LOCAL 183 ONLY) Each Employer bound by this agreement adopting in substance but not necessarily in form the terms and conditions herein, shall, effective May 7, 1990 contribute the sum of Thirty Three Cents (\$0.33) and effective May 1, 1991 contribute the sum of Thirty Five Cents (\$0.35) for each hour worked by each employee covered by this agreement or such like agreement and remit monthly to the Labourers' Local 183 Members Training and Rehabilitation Fund such contributions together with a duly completed Employers report form by the 15th day of the month following the month for which the payments are due as follows;

(a) Effective May 7, 1990, the sum of Twenty One cents (\$0.21) per hour for each hour worked by each employee covered by this agreement to the Labourers Local 183 Members Training and Rehabilitation Fund. Such amounts shall be paid to the Association by the Trustees of these respective Funds as each Employers contribution to the cost of negotiating and administering this agreement.

(b) Effective May 7, 1990, the sum of Twelve Cents (\$0.12) per hour and effective May 1, 1991, Fourteen Cents (\$0.14) per hour for each hour worked by each employee covered by this agreement into the Labourers@ Local 183 Members Training and Rehabilitation Fund jointly administered by an equal number of management and union trustees one of which management trustees shall be appointed by the Association.

20.02 (LOCAL 230 ONLY) Each Employer bound by this agreement adopting in substance but not necessarily in form the terms and conditions herein, shall effective May 7, 1990 contribute the sum of Twenty Three Cents (\$0.23) and effective May 1, 1991 contribute the sum of Twenty Five Cents (\$0.25) for each hour worked by each employee covered by this agreement and remit monthly to the Teamsters Local 230 Members Benefit Fund such contributions together with a duly completed Employers report form by the 15th day of the month following the month for which the payments are due as follows:

(a) Effective May 7, 1990 the sum of Twenty One Cents (\$0.21) per hour for each hour worked by each employee covered by this agreement to the Teamsters Local 230 Members Benefit Fund until such time as a Teamsters Local 230 Members Training Trust Fund is established at which time these funds will be paid into the Training Trust Fund. Such amounts shall be paid to the Association by the Trustees of the Local 230 Members Benefit Fund until such time as a Teamsters Local 230 Members Training Trust Fund is established at which time these funds will be paid to the Association by the Trustees of the Local 230 Members Training Trust Fund as each employers contribution to the cost of negotiating and administering this agreement.

(b) Effective May 7, 1990, the sum of Two Cents (\$0.02) and effective May 1, 1991, the sum of Four Cents (\$0.04) per hour for each hour worked by each employee covered by this agreement into the Teamsters Local 230 Members Benefit Fund jointly administered by an equal member of management and union trustees one of which management trustees shall be appointed by the Association.

ARTICLE XXI - INDUSTRY GRADING

21.01 The parties agree, subject to a Letter of Understanding shown as Appendix "C", to continue with the joint committee of equal representatives of the Association and Labourers' Local 183 for the purpose of issuing recognized identification cards, noting the employee's classification. The issuance of such cards will be based upon the certifications given by Employers in the Association and/or such criteria or such standards as the Committee may adopt from time to time. The Committee shall continue to determine which classifications contained in the groups in Schedules "A" and "B" hereto shall be subject to this procedure. The parties agree to finalize this undertaking.

21.02 The parties agree in principle to fair wage implementation and promotion for municipalities within Board Area 8.

ARTICLE XXII - GOVERNMENT LEGISLATION

22.01 In the event that any of the provisions of this agreement are found to be in conflict with any valid and applicable Federal or Provincial law now existing, or hereinafter enacted, it is agreed that such law shall supersede the conflicting provision without in any way affecting the remainder of the agreement.

ARTICLE XXIII - DELINQUENCIES

23.01 Each Employer bound by this agreement agrees that where the Trustees of any employee benefit plan to which the Employer is required to contribute payments, have just cause to believe that an Employer has not made proper or any contributions and reports in relation to the Benefit Plan, the Employer shall produce complete employment and payroll records to permit a review of these records by a chartered accountant appointed by the Trustees to determine whether the Employer has made the required contributions.

23.02 In the event such review reveals that an Employer has failed to properly contribute or report to any Benefit Plan, the Trustees of any such trust fund may require such Employer to pay the cost of the review where the Trustees are of the opinion that such Employer deliberately failed or omitted to properly contribute or report as aforesaid.

23.03 Payments to any employee benefit plan to which the Employer is required to contribute are to be made by the fifteenth (15th) day of the month following the month in which payment is due. Except in circumstances of a bona fide mistake beyond the control of the Employer or in circumstances in which the Employer admits liability and makes the payment following receipt of a grievance an Employer who fails to submit such payments properly owing by the fifteenth (15th) day of the month following the month for which payment is due, shall be deemed to be in arrears and delinquent. The Employer, in arrears or delinquent, shall pay, as liquidated damages, interest at the rate of two per cent (2%) yielding 26.7% per annum per month on any amounts in arrears.

23.04 In the event that the Employer is deemed to be in arrears as stated in Section 23.03, 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 bring any proceedings against any person or the Council or its member Unions for such conduct.



ARTICLE XXIV - DURATION

24.01 This agreement shall become effective on the 7th day of May, 1990, and shall continue in force until the 30th day of April, 1992, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination of or proposed revision of this agreement not more than One Hundred Twenty (120) days and not less than Thirty (30) days before the 30th day of April, 1992, or in a like period in any year thereafter.

IN WITNESS WHEREOF the Party of the First Part and the Party of the Second Part have caused their proper Officers to affix their signature this 28th day of February, 1992.

A COUNCIL OF TRADE UNIONS

acting as the representative and agent of Teamsters Local Union 230 and Labourers International Union of North America Local Union 183

METROPOLITAN TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION

[Handwritten signatures for Metropolitan Toronto Sewer and Watermain Contractors Association]

[Handwritten signatures for Teamsters Local Union 230 and Labourers International Union of North America Local Union 183]
For 183
For 183
For 230
For 230

SCHEDULE "A"

A SCHEDULE APPLYING TO "OPEN CUT" WORK FOR
SEWER AND WATERMAIN CONSTRUCTION

1. HOURS OR WORN AND OVERTIME

(a) Overtime at the rate of time and one half the employee's current hourly rate shall be paid to all employees, except watchmen and float drivers, for all work performed in excess of forty-eight (48) hours per week, Monday to Friday inclusive, excluding traveling time to and from the job. Overtime at the rate of time and one half the employee's current hourly rate shall be paid to all employees, except watchmen, for all work performed in excess of ten (10) hours per day.

(b) Overtime at the rate of time and one half the employee's current hourly rate shall be paid to all employees, except watchmen and float drivers, for all work performed on Saturdays.

(c) Overtime at the rate of double the employees' current hourly rate shall be paid to all employees, except watchmen, for all work performed on Sundays-and on the Statutory Holidays listed in Article Xv of this agreement.

(d) Watchmen shall receive overtime payment at the rate of time and one half the employee's current hourly rate for all work performed on such employee's seventh consecutive shift.

(e) It is further agreed that a truck driver's time begins when he is instructed to report for work and in fact reports and continues until completion of duties as instructed and has parked his truck.

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50.2
12. WAGES AND CLASSIFICATIONS

2.1 Labourers; pumpman (3" discharge and under); heaterman (up to 5 heaters);

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 19.30	\$ 19.70	\$ 21.25

2.2 Small mixer driver (under 1 yd.); dinky motorman; sheeting and shoring man; miner's and driller's helper; powder-man's helper; mortarman; scootcrete driver; screedman; puddlers; floatman on concrete; jackhammer man; well-point installer; encasement form setters; signalman; rammax tamper

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 19.60	\$ 20.05	\$ 21.85

2.3 Pipelayer's helper; concrete finisher; concrete patcher inside pipe; catch basin installer; diamond saw cutter; watermain tapper; precast manhole installer

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 19.75	\$ 20.20	\$ 22.00

2.4 Caulker (cast iron, tile, concrete, asbestos, cement, plastic, etc.); wagon driller; and box sewer carpenter constructor, form setter and reinforcing man and fusion welder (subject to paragraph #7 below);

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 20.00	\$ 20.45	\$ 22.25

2.5 Pipelayers (including use of laser for pipelaying); manhole and valve chamber carpenter constructor; topman; miners; drillers; shaft sinker timberman; grout-machine man; powderman-blasters; welder

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 20.75	\$ 21.25	\$ 23.25

2.6 Watchperson (for six nights duty 50 hours per week)

May 7, 1990\$556.00
(per week)

2.7 Flagperson, Casual Watchperson

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 14.55	\$ 14.85	\$ 15.85

NOTE

A. An employee working as a labourer who is required to do casual watching or work as a flagperson on a casual or intermittent basis will not have his rate reduced thereby.

B. Effective May 7, 1990, where working foremen are employed by Employers listed in Schedule "D" and all other Employers for whom the association bargains pursuant to its Accreditation Certificates, they will receive a premium of a minimum of One Dollar (\$1.00) per hour over the highest rate paid to labourers in such sub-foreman's regular and permanent crew.

C. A qualified employee shall be paid the rate for the work to which he is assigned.

3. WORKING DUES (LOCAL 183 ONLY)

The Employer agrees to deduct from the employees* wages working dues in the amount of Thirty five cents (\$0.35) for each hour worked by the said employees and to remit the said working dues not later than the fifteenth (15th) day of the month following the month for which the deduction is made, in the following manner:

(a) Thirty cents (\$0.30) per hour for each hour worked shall be remitted to the Secretary-Treasurer of Labourers' International Union of North America, Local 183 and the Employer shall use the Welfare Contribution Form for the said remittance of the said Thirty cents (\$0.30) per hour and shall note thereon the employees* names, social insurance numbers, and number of hours worked; and

(b) Five cents (\$0.05) per hour for each hour worked shall be remitted to the Secretary-Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

4. TEAMSTERS

4.1 Drivers of Dump Trucks, Pick-Up Service Trucks, Bulk Lift Trucks and Farm Tractors without attachments, Off Highway Trucks

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 19.49	\$ 19.69	\$ 21.49

4.2 Fuel Truck Drivers, Load Bearing Boom Truck Drivers and drivers of dump trucks with tag along attachments over 15 tonnes

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 19.59	\$ 19.79	\$ 21.59

4.3 Float Drivers, Custom Mobile Mixer Units, Truck or Trailer Mounted.

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 19.89	\$ 20.09	\$ 21.89

5. 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.

6. SHIFT PREMIUM

$$\begin{array}{r} 44 + 45 \\ 9005 / 100075 \\ 9105 / 000125 \end{array}$$

Effective May 7, 1990, a shift premium of Seventy Five Cents (\$0.75) per hour will be paid for all work performed on a second or third shift. Effective May 1, 1991, this amount shall be increased to One dollar and Twenty Five Cents (\$1.25) per hour.

7. The parties agree that a box sewer constructor or a reinforcing rod placer when working on a contract titled a Box Culvert Project the following classification shall be paid as follows:

- | | |
|-------------------------------|---|
| (a) Box sewer constructor | - \$1.00 above the base labourers' rate |
| (b) Reinforcing Rod Installer | - \$0.80 above the base labourers' rate |

2.6 Watchperson (for 6 nights duty - 50 hours per week)

May 7, 1990

\$556.00
(per week)

When new types of equipment for which rates of pay are not established by this agreement are put into operation, and such similar equipment is being operated by members of the Union comprising this Council, the rates covering such operations shall be subject to negotiations between parties, and if such negotiations do not result in agreement the dispute will be settled as if it were a grievance arising under the provisions of the agreement.

NOTE:

A. An employee working as a labourer who is required to do casual watching or work as a flagperson on a casual or intermittent basis will not have his rate reduced thereby,

B. The parties agree that a groutperson when grouting in tunnel work in conjunction with concrete pouring operations will be paid the rate of Group 2 of this Schedule, and when he is grouting in conjunction with excavation of a tunnel and other extended grouting operations, he shall be paid at the rate of Group 4 of this Schedule.

C. A qualified employee shall be paid the rate for the work to which he is assigned.

3. WORKING DUES (LOCAL 183 ONLY)

The Employer agrees to deduct from the employees' wages working dues in the amount of Thirty Five Cents (\$0.35) for each hour worked by the said employees and to remit the said working dues not later than the fifteenth (15th) day of the month following the month for which the deduction is made, in the following manner:

(a) Thirty cents (\$0.30) per hour for each hour worked shall be remitted to the Secretary-Treasurer of Labourers' International Union of North America, Local 183 and the Employer shall use the Welfare Contribution Form for the said remittance of the said Thirty cents (\$0.30) per hour and shall note thereon the employees' names, social insurance numbers, and number of hours worked; and

(b) Five cents (\$0.05) per hour for each hour worked shall be remitted to the Secretary-Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council. District Council working dues deductions shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with Pension Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada.

4. TEAMSTERS

4.1 Drivers of Dump Trucks, Pick-up service trucks, Bulk Lift Trucks and Farm Tractors without attachments

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 20.01	\$ 20.21	\$ 22.01

4.2 Fuel Truck Drivers

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 20.11	\$ 20.31	\$ 22.11

5. 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.

6. PREMIUM RATES AND CONDITIONS IN COMPRESSED AIR

(a) The following sliding scale of premium rates shall apply to workers in compressed air:

<u>Air Pressure</u>	<u>May 7, 1990</u>	<u>May 1, 1991</u>
1 to 14 lbs.	\$ 15.00	\$ 16.00
15 to 20 lbs.	\$ 19.50	\$ 19.50
21 lbs.	\$ 23.50	\$ 23.50

For air pressures over twenty-one pounds (21 lbs.) the Employer agrees to pay two dollars (\$2.00) per pound compressed *air* premium for each pound over twenty-one (21) lbs. in addition to the twenty-one pound (21 psi) rate.

(b) Where employees are required to work in compressed air, they shall receive a minimum of nine (9) hours per day or shift; it being understood and agreed that the ninth hour shall be paid at straight time rates.

(c) It is understood and agreed that air pressure premium will be paid per shift regardless of the time spent by an employee in compressed air, save and except when the employee voluntarily leaves the air. Rest periods as required by law when working under air pressure, are to be paid and no deduction will be made for a meal break falling in the rest period between the two working periods.

(d) Hot Beverages

(i) The Employer shall, at his own expense, supply sugar and hot beverages for employees working in compressed air during rest periods;

(ii) Containers and cups for the beverages required as outlined above shall be maintained in a clean and sanitary condition and kept stored in a closed container.

7. SHIFT PREMIUM

The following premium will be paid for work performed on a shift basis, on a second shift and third shift:

<u>May 7, 1990</u>	<u>May 1, 1991</u>
\$ 2.00	\$ 2.50

It is further agreed and understood that on a three shift tunneling operation, the meal break will be paid.

8. PRE-JOB CONFERENCE

A pre-job conference may be called at the option of either party on projects Two Million Dollars (\$2,000,000.00) or more.

9. PRODUCTIVITY PREMIUM

(a) When the Employer contemplates establishing an incentive bonus system on the project the parties hereto agree such incentive system shall be mutually agreed upon with the employees concerned before being implemented. The Business Representative of the Union will assist the employees to finalize such incentive system if the employees so direct Bonus to be posted and signed by Company Official.

(b) It is further understood that any incentive bonus premium schedule is part of the collective agreement and therefore subject to the same provisions such as grievance procedures, etc.

(c) Incentive bonus premium shall be paid over and above the employee's hourly rate, overtime premium, shift premium, compressed air premium, vacation with pay, traveling expense, welfare and pension contributions.

10. DECKMAN

It is agreed by the parties hereto that on all tunnel projects there shall be a member of Labourers' Union Local 183 at the top of the shaft employed as a deckman when work is in progress.

SCHEDULE "C"

A SCHEDULE APPLYING TO OPEN CUT SEWER AND WATERMAIN CONSTRUCTION IN SIMCOE COUNTY, NORTH OF HIGHWAY #88.

Rates and conditions for the above work will be as per Board Area #8 rates with the following exceptions:

1. HOURS OF WORK

Employees shall work Fifty (50) hours per week straight time, to be made up of Five (5) - Ten (10) hour days, Monday through Friday.

2. WAGES AND CLASSIFICATIONS

2.1 Labourers; pumpman (3" discharge and under); heaterman (up to 5 heaters);

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 15.44	\$ 15.76	\$ 17.00

2.2 Small mixer driver (under 1 yd.); dinky motorman; sheeting and shoring man; miner's and driller's helper; powderman's helper; mortarman; scootcrete driver; screedman; puddlers; floatman on concrete; jackhammer man; well-point installer; encasement form setters; signalman; rammax tamper or similar remote controlled equipment requiring an employee to direct such equipment; calldozer operator, small trencher up to 36" depth, mini skid steer loaders and similar small equipment; hydraulic boom truck (8 tons and under); post hole auger; fence installers; nozzle operator on gunnitting and sandblasting operations; all machine driven tools by gas and air; wire mesh installers;

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 15.68	\$ 16.04	\$ 17.48

2.3 Pipelayer's helper; concrete finisher; concrete patcher inside pipe; catch basin installer; diamond saw cutter; watermain tapper; precast manhole installer

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 15.80	\$ 16.16	\$ 17.16

2.4 Caulker (cast iron, tile, concrete, asbestos, cement, plastic, etc.) ; wagon driller; and box sewer constructor, form setter and reinforcing man and fusion welder (subject to paragraph #7 below);

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 16.00	\$ 16.36	\$ 17.80

2.5 Pipelayers (including use of laser for pipelaying); manhole and valve chamber constructor; topman; miners; drillers; shaft sinker timberman; grout-machine man; powderman- blaster; welder

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 16.60	\$ 17.00	\$ 18.60

2.6 Watchman (for six nights duty 50 hours per week)

May 7, 1990
\$444.80
(per week)

2.7 Flagman, Casual Watchman

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 11.64	\$ 11.88	\$ 12.68

TEAMSTERS

4.1 Drivers of Dump Trucks, Pick-Up Service Trucks, Bulk Lift Trucks and Farm Tractors without attachments, Off Highway Trucks

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 15.59	\$ 15.75	\$ 17.19

4.2 Fuel Truck Drivers, Load Bearing Boom Truck Drivers and drivers of dump trucks with tag along attachments over 15 tonnes

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 15.67	\$ 15.83	\$ 17.27

4.3 Float Drivers, Custom Mobile Mixer Units, Truck or Trailer Mounted.

<u>May 7, 1990</u>	<u>November 1, 1990</u>	<u>May 1, 1991</u>
\$ 15.91	\$ 16.07	\$ 17.51

3. TRAVEL TIME - OUT OF TOWN ALLOWANCE

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

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

4. SIMCOE COUNTY SUBCONTRACT CLAUSE

The master portion subcontract clause will apply, but, only to sewer and watermain (open cut and tunnel) roads and heavy construction and subject to Letter of Understanding #6, Appendix "G".

5. REGULAR EMPLOYEES

Notwithstanding the terms and conditions set out in this Schedule "C" to the Collective Agreement, the Employer agrees to apply all terms and conditions of the master portion of the Collective Agreement and Schedule "A" thereto to any regular employee of the Employer from Board Area No. 8 when any such employee works in Simcoe County. The Employer further agrees to apply all terms and conditions of the master portion of the Collective Agreement and Schedule "A" thereto to any employee who is laid off by the Employer in Board Area No. 8 and subsequently hired by the Employer in Simcoe County within ninety (90) days of being laid off in Board Area #8.

SCHEDULE DLIST OF CONTRACTOR MEMBERS (EMPLOYERS)

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

ALSI CONTRACTING LTD. ✓
115 Rodinea Road
P.O. Box 340
Maple, Ontario L0J 1E0
832-2936

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

BANDIERA & ASSOCIATES INC.** ✓
1 Connie Street
Toronto, Ontario M6L 2H8
243-1000

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

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

CDC Contracting ✓
10 Bradwick Drive
Concord, Ontario L4K 2T3

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

CLEARWAY CONSTRUCTION ✓
45 Rodinea Road, Unit 10
Maple, Ontario L6A 1R3
832-2981
**Local 183 Only

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

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

CON-DRAIN COMPANY (1983) LTD. ✓
69 Connie Crescent
Concord, Ontario L4K 3L7
669-5400

co-x-co ✓
28 Millwick Drive
Weston, Ontario M9L 1Y3
741-6207

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

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

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

DAWN ENTERPRISES LTD. ✓
181 Langstaff Rd. E.
Thornhill, Ontario L3T 3M7
881-5391

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

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

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

DRAINEX CONTRACTING LTD. ✓
338 North Rivermede Rd., Unit #8
Concord, Ontario L4K 3N5
669-1124

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

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

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

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

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

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

THE FOUNDATION COMPANY ✓
3660 Midland Avenue
Scarborough, Ontario M1V 4V3
754-8691

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

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

KLEENWAY CONSTRUCTION LTD. ✓
138 Creditstone Rd.
Concord, Ontario L4K 1P2
661-5325

LAMCO CONSTRUCTION LTD. ✓
PO Box 404
Gormley, Ontario L0H 1G0
887-9161

LOU LECLAIR CONTRACTING LTD. ✓
23 Station Street
Maple, Ontario L6A 1P9
832-1334

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

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

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

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

C&M MCNALLY ENGINEERING ✓
5035 North Service Rd., Unit D9
Burlington, Ontario L7L 5V2
332-3990

MARLBOROUGH CONSTRUCTION LTD.
108 Toryork Drive
Weston, Ontario M9L 1X6
743-8937

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

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

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

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

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

POCE CONSTRUCTION ✓
20 Jutland Road
Toronto, Ontario
M8Z 2G9

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

RABITO SEWER & WATERMAIN CONTRACTORS LTD. ✓
71 Smithy Street
Markham, Ontario L3P 6M7
640-4055

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

GEORGE ROBSON CONSTRUCTION LTD. ✓
RR#1
Schomberg, Ontario LOG 1T0
939-8585

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

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

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

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

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

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

Locals 183/230

- 37 -

1990-92

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

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

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

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

SUPPA CONSTRUCTION LTD. ✓
3100 Steeles Avenue West
Suite 204
Concord, Ontario L4K 3R1
739-5007

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

TACC CONSTRUCTION ✓
270 Chrislea Rd.
Woodbridge, Ontario L4L 8A8
856-8500

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

TIMBEL LIMITED ✓
2610 Weston Road, Suite 203
Weston, Ontario M9N 2B1
240-9650

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

VALENTINE UNDERGROUND SERVICES LTD. ✓
451-A Atwell Drive
Rexdale, Ontario M(W 5C4
674-0901

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

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

APPENDIX A

LETTER OF UNDERSTANDING #1

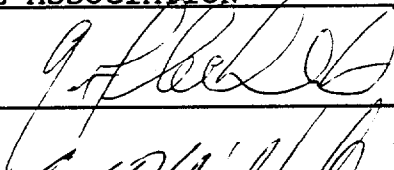
Reference Clause 9.02

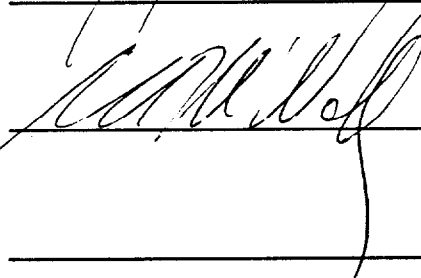
The Union, in exercising its rights under Article 9.02, will refer or appoint only competent persons as stewards to avoid disruption of employers' operations.

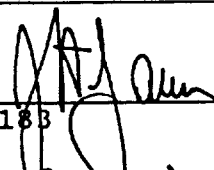
SIGNED in Toronto this 28th day of February, 1992.

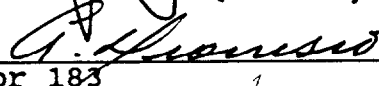
Signed on behalf of
THE ASSOCIATION


Signed on behalf of
A COUNCIL OF TRADE UNIONS







For 183


For 183


For 230

For 230

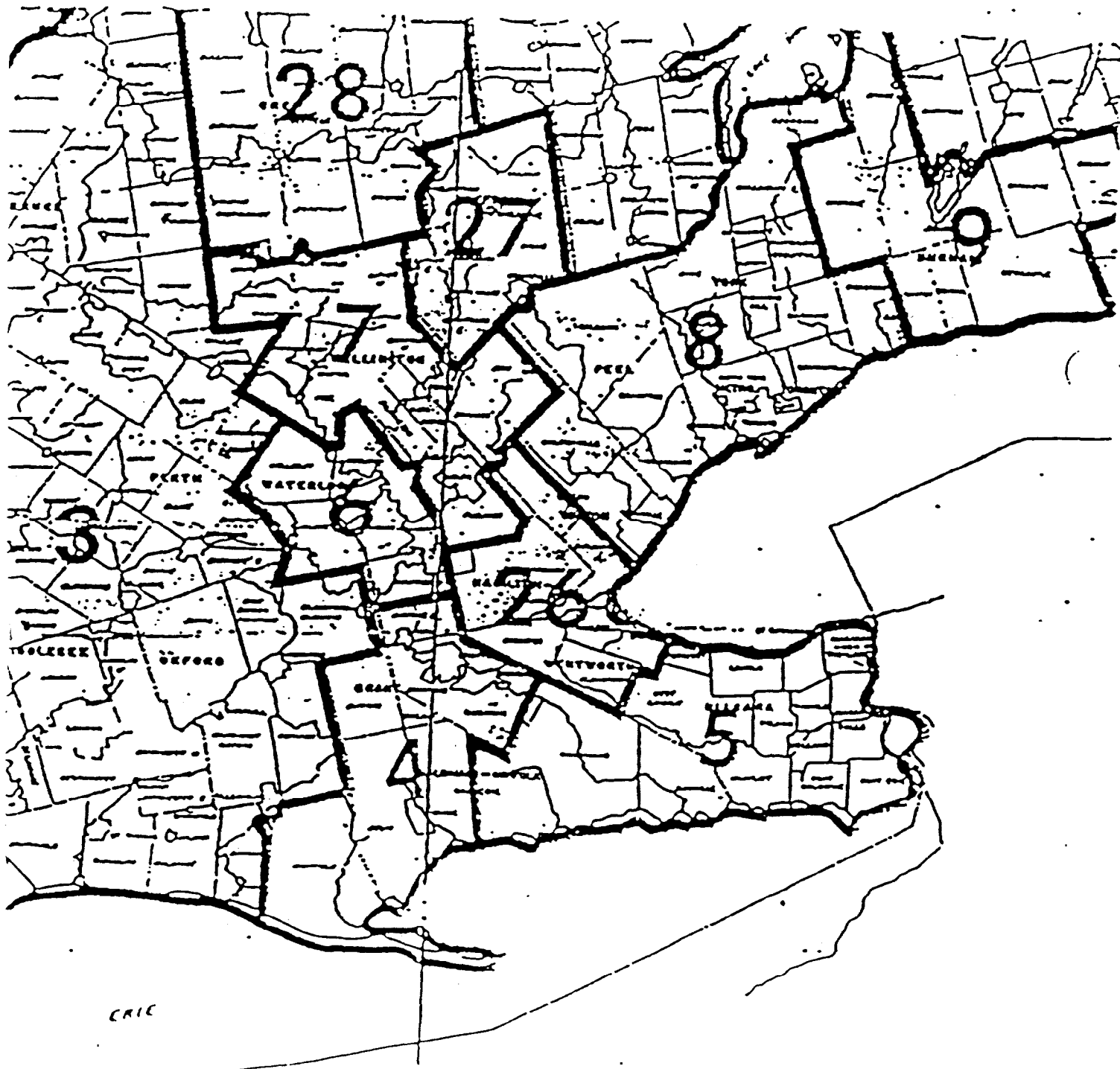
APPENDIX B

Map " i "



APPENDIX B

Map "ii"



September 20, 1983

APPENDIX C

LETTER OF UNDERSTANDING #2

Reference Clause 21.01: Industry Grading

(A) A Recognition Committee for classification purposes of two representatives of each party be established to accept Company certification cards of proficiency for the following classifications:

1. Pipelayer
2. Manhole Builder (poured in place)
3. Topman
4. Concrete Finisher
5. Powder-man
6. Form Setter
7. Miner
8. TBM Driver

(B) The Certification Card must be clearly identifiable and contain member's name, Social Insurance Number, date of birth, etc.

(C) The Certification Card is to be used for Union Registration purposes only. The Card will not be used in any grievance procedures, nor will it be used to increase any hourly rate of pay (i.e. if a certified pipelayer is hired as a Labourer, he shall receive Labourer's rate of pay).

(D) Should there be any question of the Card holder's capabilities or proficiency, any employee or employer can make a request to the Committee for a review. The employee in question shall be sent to the Training Centre for a proficiency test.

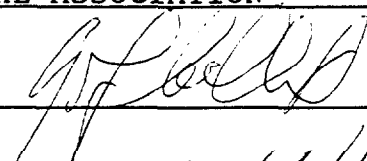
(E) The Certification Card is not to be used for on the job assignments.

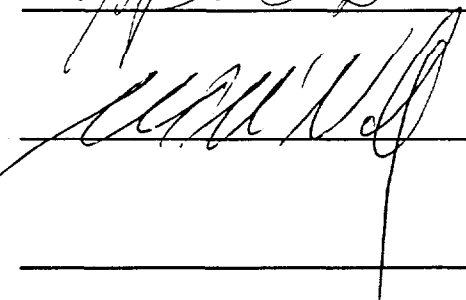
Appendix C
Letter of Understanding #2

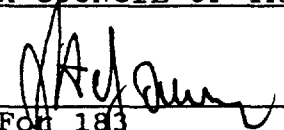
SIGNED in Toronto this 28th day of February, 1992.


Signed on behalf of
THE ASSOCIATION

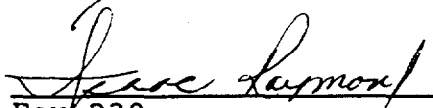
Signed on behalf of
A COUNCIL OF TRADE UNIONS







For 183


For 183


For 230

For 230

APPENDIX D

LETTER OF UNDERSTANDING #3

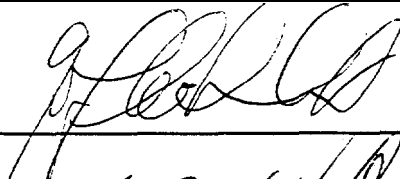
Re: Collective Agreement dated November 5, 1984

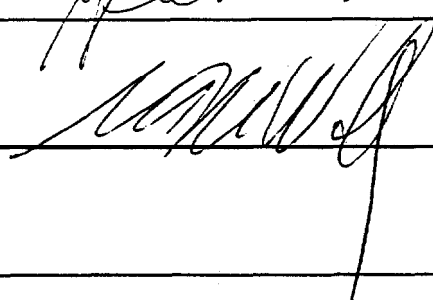
This letter will serve to confirm the understanding reached during negotiations whereby Employers who require to purchase ready-mix concrete will purchase such requirements only from producers who are in contractual relationship with the Teamsters' Union. This agreement is subject to the Grievance Procedure and Arbitration provisions of the collective agreement, as well as the Ontario Labour Relations Act.

It is expressly understood and agreed that this commitment will not now, or in the future, be extended to the supply of other materials or services.

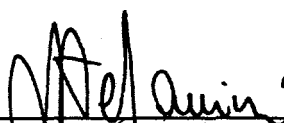
SIGNED in Toronto this 28th day of February, 1992.

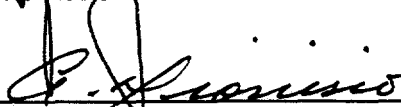
Signed on behalf of
THE ASSOCIATION

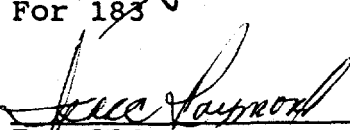




Signed on behalf of
A COUNCIL OF TRADE UNIONS



For 183


For 183


For 230

For 230

APPENDIX E

LETTER OF UNDERSTANDING #4

Re: Collective Agreement dated November 5, 1984.

Further to the signing of the collective agreement between us, we confirm the following additional understanding between us:

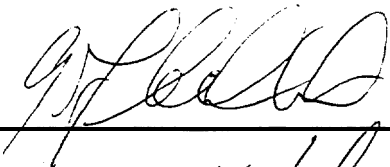
1. Employees hired by the Employer and who are required to join the Union will not be prevented from working for the Employer by being placed down the Union's hiring list.

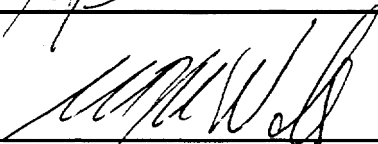
2. It is agreed that this agreement applies to all sewer and watermain work done by those contractors shown in Schedule "D" regardless of the location of work, save and except for work on the T.T.C. Subway which comes under the Subway Contractors Agreement negotiated by the Heavy Construction Association with the Labourers' Union.

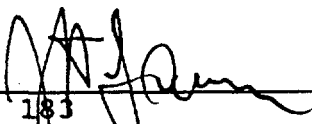
SIGNED in Toronto this 28th day of February, 1992.


Signed on behalf of
THE ASSOCIATION

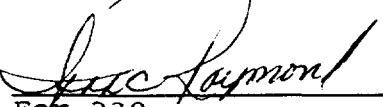
Signed on behalf of
A COUNCIL OF TRADE UNIONS







For 183


For 183


For 230

For 230

APPENDIX F

LETTER OF UNDERSTANDING #5

Re: Seniority of Truck Drivers

Dear Sirs:

Further to the signing of the collective bargaining agreement between this company and a Council of Trade Unions, to which your Union is a party, we wish to confirm the discussions and understanding reached regarding seniority of truck drivers.

In determining employees to be laid off or recalled after layoff, the employer involved will consider the driving record, the relative skill and ability and length of service with that employer. As between two employees whose driving record and skill and ability are equal, length of service to the employer will be the governing consideration.

In speaking of an employee's service for these purposes, we refer to service since his last hiring and do not include time of employment prior to a discharge or a quit. In addition, it is understood that an employee loses his seniority if he is laid off and is not re-employed within six months from the date of layoff or if he fails to return to work after he has been notified by the employer to return to work by registered mail.

An employee will qualify for seniority privileges upon recall for a second operating season. Service will then date back to the original hire date in accordance with the above understanding.

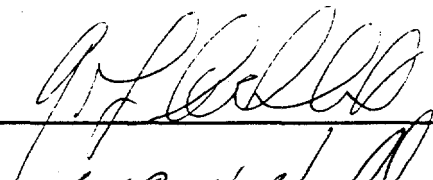
This understanding is applicable to Board Area 8 only.

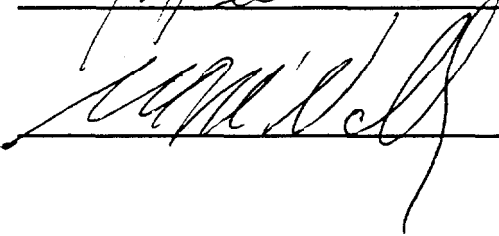
Appendix F
Letter of Understanding #5


SIGNED in Toronto this 28th day of February, 1992.

Signed on behalf of
THE ASSOCIATION

Signed on behalf of
A COUNCIL OF TRADE UNIONS
Teamsters' Local Union 230
Affiliated with the International
Brotherhood of Teamsters,
Chauffeurs, Warehousemen &
Helpers of America







For 230



For 230

For 230

For 230

APPENDIX G

LETTER OF UNDERSTANDING #6

Re: Subcontractor Clause - Simcoe County

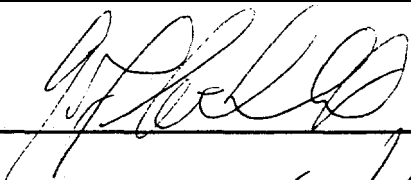
With regard to subcontract clause for Simcoe County, the Council will not grieve employers who subcontract asphalt paving on a project to contractors who are not in contractual agreement with a Council of Trade Unions acting as representative and agent of Teamsters Local Union 230 and Labourers International Union of North America Local Union 183 unless three asphalt paving contractors with agreements with the Council and asphalt plants in Simcoe County tender on the project.

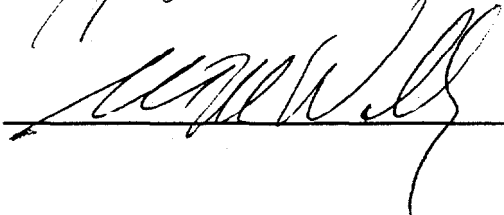
Further the Council will not grieve Employers who subcontract landscaping, fencing, guardrails, clearing and grubbing if there are fewer than three subcontractors with agreements with the Council of Trade Unions acting as the representative and agent of Teamsters Local Union 230 and Labourers International Union of North America Local Union 183 or its individual members bidding competitively for this work.

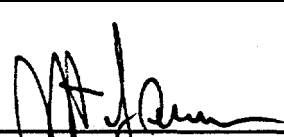
SIGNED in Toronto this 28th day of February, 1992.

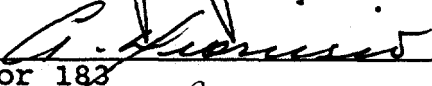
Signed on behalf of
THE ASSOCIATION

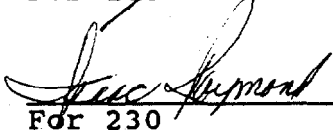
Signed on behalf of
A COUNCIL OF TRADE UNIONS







For 183


For 183


For 230

For 230