

COLLECTIVE AGREEMENT

BETWEEN

**GREATER TORONTO SEWER AND WATERMAIN
CONTRACTORS ASSOCIATION**

- and -

**A COUNCIL of TRADE UNIONS ACTING as the
REPRESENTATIVE and AGENT of UNIVERSAL WORKERS UNION
L.I.U.N.A., LOCAL 183 and TEAMSTERS LOCAL UNION 230**

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**GTSWCA & LOCAL 183/230 COLLECTIVE AGREEMENT
MAY 1, 2001 – APRIL 30, 2004
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THIS AGREEMENT made and entered into this **12th day of July 2001.**

B E T W E E N :

THE GREATER 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 Universal Workers Union, L.I.U.N.A. Local 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.

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 1 - COUNCIL OF TRADE UNIONS

1.01 The members of the Council of Trade Unions are:

Teamsters' Local Union 230;

and,

Universal Workers Union, L.I.U.N.A. Local 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.

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 2 - RECOGNITION

2.01 The Association on behalf of each of the Employers recognizes the Council as the collective bargaining agent for all employees save and except non-working foremen and persons above the rank of non-working foreman, of the Employers being contractor member companies listed in Schedule "D" hereto and all other Employers of employees on behalf of whom the Association has the authority to bargain in accordance with its accreditation order and otherwise while working in Board Area Nos. 8, 9, 10, 11 and 18 in the Sewer and Watermain Industry including construction, reconstruction, demolition, construction maintenance, rehabilitation and repair of same falling within the scope of the Associations bargaining authority save and except cement mortar lining or relining of water mains.

In accordance with the OLRB's decision of February 22, 2001 (OLRB File No. 2262-98-G) the question of cement lining and related work and the Collective Agreement coverage pertaining thereto will be referred to a committee comprised of Local 183, this Association and the HCAT for discussion.

2.02 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 3 - 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 2 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 Article 2.01 above, be required **as** a condition of employment to have his regular monthly union dues and any required working dues checked off and the Union

agrees to duly inform the Employer of the amounts of such union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than the 15th day of the following month to the Secretary-Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their social insurance numbers from whose pay such deductions have been made. It is further agreed and understood that the Employers will receive at least 30 days notice of any changes in the amounts of working dues. In the case of Teamsters Local 230, when Employers issue T4 slips, they shall include the total amount of union dues.

The above shall apply to Labourers Local 183 and Teamsters Local 230 for all schedules of this Collective Agreement.

/TEAMSTERS LOCAL 230 ONLY)

3.04 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 4 - 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; RECEIVING recognized

- (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 5 - GRIEVANCE PROCEDURE

5.01 The parties to this Agreement 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 grievances 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 discharged), 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 6 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 126 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 6 - 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 5 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 and in writing;
- (c) If advantage of the provisions of Article 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 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 for 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.

7.02 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 5 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 8 - HOURS OF WORK, WAGE RATES, ETC.

8.01 Attached hereto as Schedules A, B, C and D and Appendices A, B, C, D, E, F, G, H, I and J 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 9 - 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.

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 10 - 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.

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 road-building work, which includes all work, covered by the Collective Agreement between The Metropolitan Toronto Road Builders' Association and the Council of Trade Unions. It is agreed that all work covered by Local 183's collective agreements with the Utility Contractors Association and the Heavy Construction Association of Toronto shall be contracted or sub-contracted to contractors in contractual relations with the union for sub-division work.

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) It is agreed that owner-operators, utilized by employers, shall be members of, or shall within ten working days of their first day of engagement obtain

membership in Local 230 (which Local 230 must not withhold) and thereafter shall continue to pay monthly dues (but not initiation fees in the case of new members) at the standard rate. The terms and conditions of engagement of owner-operators will in all other respects be individually determined and are not in any other way covered by the provisions of this Agreement.

10.05 Should an employer perform any work falling within the scope of the Collective Agreements which are binding upon the Council or any of its members set out in attached Appendix "P", then such employer shall abide by and perform such work in accordance with the terms and conditions of the applicable Collective Agreements, including, without limiting the generality of the foregoing, any terms and conditions thereof with respect to contracting or sub-contracting restrictions.

ARTICLE 11 - SAFETY, SANITATION AND SHELTERS

- 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 wash-up 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.

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 quality 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 quality 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 toolboxes. 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 12 - LOCAL 183 ERGONOMICS TRAINING

12.01(a) **As** a condition of employment, newly hired employees shall be required to attend and complete the ergonomics training course offered by the Labourers' Local 183 Members Training Fund within thirty (30) days of hiring.

(b) On site supervisory personnel of any Employer shall be required to attend and complete the ergonomics training course offered by the Labourers' Local 183 Members Training Fund.

(c) Union Stewards shall be required to attend and complete the ergonomics training course offered by the Labourers' Local 183 Members Training Fund.

(d) The Union shall ensure that in issuing a referral slip under Article 3, the employee has taken the ergonomics training course or that arrangements have been made to comply with (a) hereof.

(e) All of the above training shall not be performed on company time.

ARTICLE 13 - LOCAL 183 OCCUPATIONAL & REHABILITATION HEALTH CLINIC

13.01 The Employer agrees to co-operate with the programs established by the Soft Tissue Rehabilitation Clinic and the Occupational Health Clinic, and, in particular, to require his employees to attend at the Occupational Health Clinic for the requisite testing at least once every three (3) years and further, to notify the Soft Tissue Clinic of any Soft Tissue injury sustained by any of his employees, including the address and telephone number of such employee, within three (3) days of the Employer being advised that said employee sought medical attention.

ARTICLE 14 - COFFEE AND LUNCH BREAKS

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

14.02 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 15 - WELFARE, PREPAID LEGAL AND PENSION

15.01 **L183 Welfare**

(a) The Employer agrees to pay 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 the following sums:

Effective Nov. 1, 2001	-	\$1.70 for each hour worked
Effective May 1, 2002	-	\$1.80 for each hour worked
Effective May 1, 2003	-	\$1.90 for each hour worked

(i) It is understood that the above-mentioned amounts in Article 15.01 (a) includes five cents (5¢) per hour into the Tri-Fund.

(ii) It is understood that the above-mentioned amounts in Article 15.01 (a) includes ten cents (10¢) per hour into the Seniors 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 15 to the Pension Fund, as per said Article.

15.02 **L183 Prepaid Legal**

(a) The Employer agrees to pay for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits to such employees and their beneficiaries the following sum:

Effective May 1, 1998	-	10¢ for each hour worked
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(b) The Employer shall remit contributions to the Labourers' Local 183 Prepaid Legal Benefit Fund monthly, together with a duly completed employer's report form, by the 15th day of the month following the month for which the payment is due.

15.03 **L183 Pension - Toronto Board Area #8**

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:

Effective July 12, 2001	-	\$3.26 for each hour worked
Effective May 1, 2002	-	\$3.76 for each hour worked
Effective May 1, 2003	-	\$4.26 for each hour worked

15.03 "B" - **L183 Pension - Simcoe County**

The Employers agree to pay for each hour worked by employees represented in this agreement by Labourers= International Union of North America, Local **183**, 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:

Effective July 12, 2001	-	\$2.65 for each hour worked
Effective May 1, 2002	-	\$2.95 for each hour worked
Effective May 1, 2003	-	\$3.25 for each hour worked

15.04 **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 July 12, 2001	-	\$1.50 for each hour worked
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Effective May 1, 2002 - \$1.55 for each hour worked
Effective May 1, 2003 - \$1.60 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 15 to the Pension Fund contribution as per said Article.

15.05 **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 July 12, 2001 - \$2.50 for each hour worked
Effective May 1, 2002 - \$2.70 for each hour worked
Effective May 1, 2003 - \$2.90 for each hour worked

15.06 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.

15.07 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 15.06. 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 15.06.

15.08 The Employer agrees to **pay** provincial retail sales tax on contributions to the Local 183 and Local 230 Members' Benefit Funds and remit such taxes to said Funds.

ARTICLE 16 - LOCAL 183 TRANSFER OF FUNDS

During the lifetime of this Agreement, Local 183 shall have the right, at any time, to require the Employer to change the amounts of the contributions to any of the employee benefits funds established for its members set out in the Collective Agreement or which may be established hereinafter by Local 183, by transferring any portion of the contributions required to be made to any particular benefit fund (now existing or existing in the future), save and except the vacation pay trust fund, to any other employee benefit fund (now existing or existing in the future) provided that there shall be no increase in the total monetary contributions required to be made under this Agreement.

ARTICLE 17 - LOCAL 183 AMENDMENT PROVISIONS OF TRUST AGREEMENTS

17.01 The Labourers' International Union of North America, Local 183 and the Association agree to amend the following sections of the following Trust Funds:

- (a) Section 8.01 of the Agreement of Declaration and Trust made as of October 1, 1980, as amended, establishing the Local 183 Members' Benefit Fund;
- (b) Section 8.01 of the Agreement and Declaration of Trust made as of the 1st day of May 1977 establishing the Labourers' Local 183 Members' Training and Rehabilitation Fund, as amended;
- (c) Section 4.03 (h) of the Agreement and Declaration of Trust made as of the 1st day of July 1976, regarding the Local Union 183 Civil Engineering Vacation with Pay Trust Fund, as amended, establishing the said Fund;

to provide that, with respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement

of the Union and at least sixty percent (60%) of the Party Associations provided that if the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Party Associations, any Association which claims it will suffer hardship as a result of such amendment may refer within fifteen (15) days the issue to an arbitrator appointed by mutual agreement in which case the arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate its claim. If the parties cannot agree upon an arbitrator, the Office of Arbitration will be asked to appoint an arbitrator for them within fifteen (15) days hereafter.

ARTICLE 18 - VACATION PAY AND STATUTORY HOLIDAY PAY

18.01 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 18.02 below, and in the case of employees in Teamsters' classifications, payments will be paid weekly.

18.02 Vacation and statutory holiday pay as aforesaid for employees in Labourers' classifications shall be paid into a Vacation with Pay Trust Fund which will be jointly administered by an equal number of Employers and Union Trustees. It is understood that the surplus of the said Trust Fund will be:

- (a) firstly applied against the administration costs of the Fund;
- (b) secondly applied towards creating a reasonable reserve to be established by the Trustees based on past deficiencies and;

- (c) the balance shall be paid to the Association and the Union on an equal basis annually and pro-rated on the basis of contributions into the Fund made by all sewer and watermain contractors covered by this Collective Agreement.

Payments into the Fund shall be made by the 15th day of the month following the month for which payment is due.

ARTICLE 19 - LOCAL 183 MERGER OF VACATION PAY FUNDS

The Labourers' International Union of North America, Local 183 and the Association agree to merge the Labourers' International Union of North America, Local 183 Members' Vacation Pay Trust Fund and the Labourers' International Union of North America, Local 183 Civil Engineering Vacation with Pay Trust Fund, subject to acceptance and adoption by the Trustees thereof, in accordance with Section 6.03 of the Trust Agreements establishing both Funds.

ARTICLE 20 - STATUTORY HOLIDAYS

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

New Year's Day
Good Friday
Victoria Day
Civic Holiday
Labour Day

Thanksgiving Day
Dominion Day
Christmas Day
Boxing Day

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

ARTICLE 21 - REPORTING ALLOWANCE

21.01 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.

21.02 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 21.01 shall apply.

21.03 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 shall be paid for such waiting or travel time.

ARTICLE 22 - PAYMENT OF WAGES

22.01 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 the 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, payday shall be no later than Thursday.

22.02 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.

22.03 Whenever Unemployment Insurance Separation Certificate, pay cheque (and Vacation 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 23 - OUT OF TOWN ALLOWANCE

23.01 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 Seventy Dollars (\$70.00) per day and Three Hundred and Fifty Dollars (\$350.00) per week effective May 1st, 1998. It is further understood that on projects located beyond 200 kilometres, out-of-town allowances shall be paid seven (7) days per week.

23.02 In regard to traveling time in the fringe area, beyond the Greater Toronto Free Zone as defined in Article **23.03**, up to a radius of 100 kilometres, the employee will be paid at the rate of thirty-three cents (330)per road kilometre, one way from the boundary of the free zone. 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 (1½) hours' pay a day one way from the boundary of the free zone is paid to the employee.

23.03 Effective May 1st, 1998 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. See Appendix "B" Map (i).

23.04 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.

23.05 Effective May 1st, 1998, transportation of employees shall be maintained as per past practice, but no travel allowance will be paid for an employee to report to a yard or assembly point within the Free Zone area before going to a job outside of this Free Zone area.

ARTICLE 24 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT

24.01 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 5 and 6 of this Agreement.

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

24.03 The parties agree to the establishment within three (3) months of the signing of this Agreement, of a joint committee of equal representatives of the Metropolitan Toronto Road Builders' Association, the Greater 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 25 - INDUSTRY AND TRAINING

25.01 (LOCAL 183 ONLY) Each Employer bound by this Agreement adopting in substance but not necessarily in form the terms and conditions herein, effective May 1st, 1998 contribute the sum of forty-nine cents (49¢) 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 1, 1998, the sum of twenty-five cents (25¢) 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 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.

- (b) Effective May 1, 1998, twenty-four cents (24¢) 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.
- (c) The parties agree that a joint committee shall be struck to initiate an apprenticeship program in conjunction with the Ministry of Education and Training which shall include an appropriate training procedure with hours and rates of pay within ninety (90) days of the signing of this Collective Agreement.

25.02 (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 1, 1998 contribute the sum of twenty-nine cents (29¢) 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 1, 1998 the sum of twenty-five cents (25¢) 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 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.

- (b) Effective May 1, 1998, the sum of four cents (4¢) 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 number of management and union trustees one of which management trustees shall be appointed by the Association.

25.03 **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 **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 of the Council in writing of its desire to terminate these clauses 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 Council may take steps to alleviate the concerns of the Association, the particulars of which should be

contained in any such notice. The Council 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 a subject of a grievance.

ARTICLE 26 - INDUSTRY GRADING

26.01 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.

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

ARTICLE 27 - GOVERNMENT LEGISLATION

27.01 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 28 - UNDER THE EMPLOYMENT STANDARDS AMENDMENT ACT, 1991

28.01 The Trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Council 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 to the ***Employment Standards Amendment Act, 1991*** in relation to the Employee Wage Protection Program.

ARTICLE 29 - DELINQUENCIES

29.01 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.

29.02 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.

29.03 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%) per month yielding 26.7% per annum on any amounts in arrears.

29.04 In the event that the Employer is deemed to be in arrears as stated in Section 29.03, 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 30 - BREACH OF COLLECTIVE AGREEMENT BY EMPLOYER

30.01 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 31 - ENABLING CLAUSE

31.01 Where a particular clause, article or provision contained within Schedules "A", "B" or "C" and is not within the Master Portion of this Agreement, works a hardship on the

industry, the Union may reach a Memorandum of Exemption or Amendment, in writing with the Association, to exempt or amend the particular clause, article or provision of Schedules "A", "B" or "C".

ARTICLE 32 - LOCAL 183 TRAINEES

- 32.01 The purpose of this Article is to provide a program to train skilled tradesmen by making provisions for Trainees in the Sewer and Watermain Sector as per Article 3.01 of this Agreement.
- 32.02 Trainee (s) means an employee (s) within the Local 183 classifications considered to be in the training stage of his (their) careers by Local 183. Except as allowed for in Article 32.07 and 32.08 below all Trainees shall be registered as such with Local 183 prior to being employed as Trainees by any employer.
- 32.03 When the Employer wishes to employ a Trainee, the Employer shall make a request to Local 183's dispatcher responsible for Trainees. The Dispatcher shall make immediate efforts to dispatch a Trainee within five (5) days of receipt of the request. Any person not dispatched in accordance with this Article shall not be considered to be a Trainee for the purpose of this agreement except as provided for in Article 32.06 and 32.07.
- 32.04 The said Trainees shall be obliged to attend all relevant Health and Safety Training Programme offered at Local 183 Training Centre on their own time at no cost to the Employer.

32.05 Trainee Requirements

	Rate	Hours
Phase 1	60% of full rate	0 - 600 hours
Phase 2	75% of full rate	601 - 1200 hours
Phase 3	85% of full rate	1201 - 1800 hours

Above 1800 hours the full rate will apply.

32.06 If the Union cannot supply such Trainees to the Employer under Article 32.03 the Employer has the right to employ Trainees from other sources. Such persons shall, as a condition of employment, and continued employment, be required to apply for membership in Local 183 and become registered as Trainees within ten (10) working days of hiring.

32.07 If Local 183 cannot supply such Trainees resident in Simcoe County for work in Simcoe County to the Employer under Article 32.03, the Employer has the right to employ Trainees from other sources. Such persons shall, **as** a condition of employment, and continued employment, be required to apply **for** membership in Local 183 and become registered as Trainees within ten (10) working days of hiring.

32.08 The Employer has the right to hire one (1) Trainee per three (3) employees in the Local 183 portion of the bargaining unit, with a minimum of one (1) Trainee per company.

32.09 Any person who is not registered as a Trainee in accordance with the provisions of Articles 32.02, 32.07 or 32.08 (which ever is applicable) shall receive the full rate for the relevant period of employment.

32.10 If the ratio set out in Article 32.08 is not complied with, then all Trainees shall receive the full rate for the relevant period of employment.

32.11 It is agreed that prior to laying off any full rated employees all Trainees will be laid off. It is further agreed that all full rated employees who have been laid off by the Company within two (2) months of the date of recalling or employing any Trainee will be offered recall prior to recalling or employing a Trainee. It is further agreed that prior to requesting or employing any new Trainees, the Company will offer recall to any trainees which it has laid off within Two (2) months, providing that such trainees are capable of performing the available work.

ARTICLE 33 - IDENTIFYING BARGAINING RIGHTS

33.01 The Council 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 34 - DURATION

34.01 The term of this Agreement shall be from May 1, 2001 to April 30, 2004 and it shall continue in effect thereafter unless either party shall furnish the other with a notice of termination or proposed revision of this Agreement within one hundred and twenty (120) days of April 30, 2004 or in any like period in any third year after. The Parties agree that if this Collective Agreement continues in force after April 30, 2004, in accordance with the terms of this Article and/or in accordance with statute, then the terms and conditions of this Collective Agreement shall automatically be deemed to be the terms and conditions of the Council's then current standard Sewer and Watermain Collective Agreement.

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 ____ day of _____, 2002

GREATER TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION

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

For 183

For 183

For 230

For 230

SCHEDULE "A"

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

I. HOURS OF WORK 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 fifty (50) 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 20 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.

2. L183 WAGES AND CLASSIFICATIONS

Wage Classification	July 12, 2001	May 1, 2002	May 1, 2003
2.1 Labourers; pumpman (3" discharge and under); heaterman (up to 5 heaters)	\$26.02	\$26.34	\$26.79
2.2 Small mixer driver (under 1 yard); 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	\$26.62	\$26.94	\$27.39
2.3 Pipelayer's helper; concrete finisher; concrete patcher inside pipe; catch basin installer; diamond saw cutter; watermain tapper; precast manhole installer	\$26.77	\$27.09	\$27.54
2.4 Caulker (cast iron, tile, concrete, asbestos, cement, plastic, etc.); wagon driller and box sewer constructor; carpenter and reinforcing man and fusion welder (subject to paragraph 7 below)	\$27.02	\$27.34	\$27.79
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-blaster; welder	\$28.02	\$28.34	\$28.79
2.6 Watchperson (for 6 nights duty, 50 hours per week)	\$794.50	\$810.50	\$833.00
2.7 Flag Person, Casual Watch Person	\$20.62	\$20.94	\$21.39

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 1, 1998, 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. TEAMSTERS

Any person required to operate a company vehicle must upon request provide his driver's abstract.

Wage Classification	July 12, 2001	Nov. 1, 2001	May 1, 2002	May 1, 2003	Jan. 1, 2004
3.1 Drivers of Dump Trucks, Pick-Up Service Trucks, Bulk Lift Trucks and Farm Tractors without attachments, off Highway Trucks	\$27.53	\$27.71	\$28.44	\$29.12	\$29.35
3.2 Fuel Truck Drivers, Load Bearing Boom Truck Drivers and drivers of dump trucks with tag along attachments over 15 tonnes	\$27.63	\$27.81	\$28.54	\$29.22	\$29.45
3.3 Float Drivers, custom Mobile Mixer Units, Truck or Trailer Mounted	\$27.93	\$28.11	\$28.84	\$29.52	\$29.75

4. **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.

5. **SHIFT PREMIUM**

Effective May 1, 1998, a shift premium of one dollar and twenty-five cents (\$1.25) per hour will be paid for all work performed on a second or third shift.

6. **BOX CULVERT PROJECTS**

The parties agree that a box sewer **carpenter** 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 **carpenter** - \$1.00 above the base labourers' rate
- (b) Reinforcing Rod Installer - \$0.80 above the base labourers' rate

SCHEDULE "B"

A SCHEDULE APPLYING TO "TUNNEL WORK" WHICH ~~IS~~ TO BE INTERPRETED TO MEAN A PROJECT CALLED AS A TUNNEL, AND MAY NOT INCLUDE TUNNEL WORK WHICH ~~IS~~ INCIDENTAL TO "OPEN CUT" WORK FOR SEWER AND WATERMAIN CONSTRUCTION UP TO 50 FEET IN BOARD AREA #8 AND SIMCOE COUNTY

1. HOURS OF WORK 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 for all work performed in excess of eight (8) hours per day, Monday to Friday inclusive, excluding traveling time to and from the job, and excluding work in compressed air where overtime at the rate of time and one half shall be paid for work in excess of nine (9) hours per day. The workweek shall be deemed to commence at 7:00 a.m. Monday. It is agreed and understood that on a three shift operation, the 15th shift may be worked at straight time on a Saturday until 7:00 a.m., provided however, that the applicable shift premium shall be paid. The regular day shift shall be scheduled between the hours of 7:00 a.m. to 5:00 p.m.

(b) 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 on Saturday.

(c) Overtime at the rate of double the employee's current hourly rate shall be paid to all employees, except watchmen, for all work performed on Sundays and Statutory Holidays listed in Article 20 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 current consecutive shift.

2. L183 WAGES AND CLASSIFICATIONS

Wage Classification	July 12, 2001	May 1, 2002	May 1, 2003
2.1 Labourers (surface); signalman; deckman; pumpman (3"); hopperman; heaterman (up to 5 heaters); yard and material men; gauge tender; well point installer	\$28.32	\$28.64	\$29.09
2.2 Labourers (underground); mucker; loco driver; trackman; caulker; shaft sinker helper; concrete finisher; concrete worker; <u>carpenter</u> ; pit bottom man; scootcrete driver; driller helper; mixer man (under 1 yard)	\$29.27	\$29.59	\$30.04
2.3 Locktender	\$29.62	\$29.94	\$30.39
2.4 Miner; driller; diamond driller; timberman; jackleg man; mucking machine driver; shaft sinker; pipe jacker ; slush driver; wagon driller (underground); cole cutter driver; powderman-blaster; lead concrete man; all labourers on pile driver operations; miner for caisson and underpinning; manhole <u>carpenter</u> ; operators of air spades and jackhammer at the face; shotcrete ; nozzle man and concrete pump; reinforcing rod placer; cement mason; welder; shotcrete man; stoperman; augerman; carpenter	\$30.27	\$30.59	\$31.04

2.5 Lead miner; tunnel shield, mole and similar equipment drivers; working foreman	\$31.27	\$31.59	\$32.04
2.6 Watchperson (for 6 nights duty, 50 hours per week)	\$794.50	\$810.50	\$833.00

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. TEAMSTERS

Any person required to operate a company vehicle must upon request provide his driver's abstract.

Wage Classification	July 12, 2001	Nov.1, 2001	May 1, 2002	May 1, 2003	Jan 1, 2004
3.1 Drivers of dump trucks, pick-up service trucks, bulk lift trucks and farm tractors without attachments	\$28.05	\$28.23	\$28.96	\$29.64	\$29.87
3.2 Fuel Truck Drivers	\$28.15	\$28.33	\$29.06	\$29.74	\$29.97

4. 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.

5. 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 1, 1998</u>
1 to 14 lbs	\$16.00
15 to 20 lbs	\$19.50
21 lbs	\$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.

6. **SHIFT PREMIUM**

Effective May 1st, 1998, a shift premium of two dollars and fifty cents (\$2.50) per hour will be paid for work performed on a second or third shift.

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

7. **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.

8. **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.

9. **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) x Ten (10) hour days, Monday through Friday.

2. L183 WAGES AND CLASSIFICATIONS

Wage Classification	July 12, 2001	May 1, 2002	May 1, 2003
2.1 Labourers; pumpman (3" discharge and under); heaterman (up to 5 heaters)	\$17.13	\$17.34	\$17.70
2.2 Small mixer driver (under 1 yard); 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	\$17.80	\$18.01	\$18.37

2.3 Pipelayer's helper; concrete finisher; concrete patcher inside pipe; catch basin installer; diamond saw cutter; watermain tapper; precast manhole installer	\$18.13	\$18.34	\$18.70
2.4 Caulker (cast iron, tile, concrete, asbestos, cement, plastic, etc.); wagon driller; box sewer carpenter; form setter; reinforcing man and Fusion welder (subject to paragraph #6 below)	\$18.38	\$18.59	\$18.95
2.5 Pipelayers (including use of laser for pipelaying); manhole and valve chamber carpenter; topman; miners; drillers; shaft sinker; timberman; grout-machine man; powderman blaster; welder	\$19.13	\$19.34	\$19.70
2.6 Watchman (for 6 nights duty, 50 hours per week)	\$538.80	\$549.30	\$567.30
2.7 Flagperson; casual watchperson	\$14.13	\$14.34	\$14.70

3. TEAMSTERS

Any person required to operate a company vehicle must upon request provide his driver's abstract.

Wage Classification	July 12, 2001	May 1, 1999	May 1, 2000	Jan 1, 2001	Jan 1, 2001
3.1 Drivers of Dump Trucks, Pick-Up Service Trucks, Bulk Lift Trucks and Farm Tractors without attachments, off Highway Trucks	\$17.91	\$18.09	\$18.53	\$18.94	\$19.17
3.2 Fuel Truck Drivers, Load Bearing Boom Truck Drivers and drivers of dump trucks with tag along attachments over 15 tonnes	\$18.05	\$18.23	\$18.67	\$19.08	\$19.31
3.3 Float Drivers, Custom Mobile Mixer Units, Truck or Trailer Mounted	\$18.30	\$18.48	\$18.92	\$19.33	\$19.56

4. 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 traveling 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 Cents (26¢) per road kilometre one way from the Town Hall in the Employer's home base area to the job site. Such payment is in lieu of room and board and is not paid when company transportation to the job 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.

5. **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".

6. **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 "D"**LIST OF CONTRACTOR MEMBERS (EMPLOYERS)**

Company	Address	City	Prov	Postal Code	Work Phone
ADVICE CONTRACTING LIMITED	1151 Denison Street, Unit 9	Markham	Ontario	L3R 3Y4	(905) 944-9186
ALFA CONTRACTING, A Div. Of Roadex Construction Inc.	176 Rivermede Road, Unit 11	Concord	Ontario	L4K 2H3	(905) 669-2994
ALSI CONTRACTING LTD.	115 Rodinea Road	Maple	Ontario	L6A 1R5 L6A 1R5	(905) 832-2936 (905) 832-2936
ANTONIO VALENTE & SONS LIMITED	400 Creditstone Road	Concord	Ontario	L4K 3Z3 L4K 3Z3	(905) 660-0736 (905) 660-0736
ARMAGH CONTRACTORS LTD.	107 Winchester Street	Toronto	Ontario	M4X 1B3	(416) 924-4275
ARMBRO CONSTRUCTION LIMITED	25 Van Kirk Drive, Unit #8	Brampton	Ontario	L7A 1A6	(905) 451-0690
BAR-BRO CONSTRUCTION LIMITED	255 Spinnaker Way, Unit 10	Concord	Ontario	L4K 4J1	(905) 738-4166
BESS-CON CONSTRUCTION LTD.	610 Bowes Road, Unit 19	Concord	Ontario	L4K 4A4	(416) 736-9443
BFC UTILITIES	3660 Midland Avenue	Scarborough	Ontario	M1V 4V3	(416) 293-7004
BFC UTILITIES Division: Footage Tools	145 Fenmar Drive	Weston	Ontario	M9L M7	(416) 746-291 M
C&M McNALLY ENGINEERING INC.	4380 South Service Road, Unit 1	Burlington	Ontario	L7L 5Y6	(905) 637-7070

Company	Address	City	Prov	Postal Code	Work Phone
C.M. DIPEDE GROUP LIMITED	1111 Creditstone Road	Concord	Ontario	L4K 4N7	(905) 660-6771
CALDER HILL CONTRACTING	8 Cedar Avenue	Thornhill	Ontario	L3T 3V9	(905) 889-5004
CALVIN E. CONSTRUCTION LTD.	432 Salem Ave. N. Suite #2	Toronto	Ontario	M6H 3E1	(416) 534-8848
CDC CONTRACTING	10 Bradwick Drive	Concord	Ontario	L4K 2T3	(905) 738-4303
CLEARWAY CONSTRUCTION INC.	379 Bowes Road	Concord	Ontario	L4K 1J1	(905) 761-6955
COMER CONSTRUCTION	50 Fernstaff Court, Unit 7	Concord	Ontario	L4K 3L6	(905) 660-0022
CON-DRAIN COMPANY (1983) LTD.	30 Floral Parkway	Concord	Ontario	L4K 4R1	(905) 669-5400
CON-KER CONSTRUCTION CORP.	2988 Bristol Circle	Oakville	Ontario	L6H 6G4	(905) 829-2943
CO-X-CO CONSTRUCTION LIMITED	1014 Martin Grove Road	Etobicoke	Ontario	M9W 4V8	(416) 242-6207
CROWN DRAIN CO. LTD.	P.O. Box 334	Richmond Hill	Ontario	L4C 4Y6	(416) 733-8391
CUCCI CONSTRUCTION LIMITED	5390-A Ambler Drive	Mississauga	Ontario	L4W 1G9	(905) 625-1030
D'ORAZIO EXCAVATING CONTRACTORS INC.	2787 Brighton Road	Oakville	Ontario	L6H 6J9 L6H 6J9	(905) 829- 8975 829-
DAIMERSON CONSTRUCTION	1100 South Service Road West	Oakville	Ontario	L6L 5T7	(905) 827-5999

Company	Address	City	Prov	Postal Code	Work Phone
D'ANDREA CONTRACTING CO. LTD.	1051 Martin Grove Road	Rexdale	Ontario	M9W 4W6	(416) 244-4249
DIBCO UNDERGROUND LIMITED	R.R. #3	Bolton	Ontario	L7E 5R9	(905) 857-0458
DOLENTE CONCRETE & DRAIN	1531 Keele Street	Toronto	Ontario	M6N 3E8	(416) 653-6504
DOM-MERIDIAN CONSTRUCTION LTD.	1021 Meyerside Drive, Unit 10	Mississauga	Ontario	L5T 1J6	(905) 564-5594
DRAINSTAR CONTRACTING LTD.	989 Creditstone Road	Concord	Ontario	L4K 4N7	(905) 738-9980
DRANCO GROUP INC.	1919 Albion Road	Rexdale	Ontario	M9W 6J9	(416) 675-2682
DUFFERIN CONSTRUCTION COMPANY A Division of	690 Dorval Drive, Suite 200	Oakville	Ontario	L6K 3W7	(416) 798-4912
E.R.P. SAVINI CONSTRUCTION CO. LTD.	22 Creditstone Road	Concord	Ontario	L4K 1C6	(905) 669-2399
EARTH BORING COMPANY LTD.	1576 Ifield Rd.	Mississauga	Ontario	L5H 3W1	(905) 277-9632
ELMFORD CONSTRUCTION COMPANY LIMITED	43 Peeler Road	Concord	Ontario	L4K 1A3	(905) 669-1834
EN-SAN CONTRACTORS LIMITED	366 Signet Drive, Suite 2	Weston	Ontario	M9L 1V3	(416) 748-8735
EVEREST CONTRACTING & ENGINEERING INC.	1150 Eglinton Avenue East, Suite 204	Mississauga	Ontario		(905) 624-3360
FAGA GROUP	137 Langstaff Road East	Thornhill	Ontario	L3T 3M6	(905) 881-2552

Company	Address	City	Prov	Postal Code	Work Phone
FERNVIEW CONSTRUCTION LIMITED	P.O. Box 33	Bolton	Ontario	L7E 5T1	(905) 794- 0132
G. MACERA CONTRACTING LTD.	1834 Drew Road	Mississauga	Ontario	L5S 1J6	(905) 673- 2434
G.C. ROMANO SONS (TORONTO) LTD.	8760 Jane Street	Concord	Ontario	L4K 2M9	(905) 669- 2396
GLEN-CON CONSTRUCTION LIMITED	1201 Glen Road	Mississauga	Ontario	L5H 3K7	(905) 274- 0008
GOLDMAR CONTRACTING LTD.	1116 Midway Blvd., Unit 9	Mississauga	Ontario	L5T 2H2	(905) 670- 1489
GORDY'S CONSTRUCTION EXCAVATING LTD.	P.O. Box 145	Gormley Gormley	Ontario Ontario	L0H 1G0	(905) 887- 5464
HOLLINGWORTH CONSTRUCTION COMPANY	Box 424, 41 Cardico Drive	Gormley	Ontario	L0H 1G0	(905) 888- 9595
JAMES ELLIOTT UNDERGROUND CONSTRUCTION	R.R.#1	Schomberg	Ontario	LOG 1T0	(905) 939- 8585
JAMMCO CONSTRUCTION	R.R.#2	Kettleby	Ontario	LOG 1J0	(905) 939- 8541
JIMMY MACK & SON CONSTRUCTION LTD.	1638 4th Concession, R.R. #1	Troy	Ontario	LOR 2B0	(519) 647- 2313
KING CROSS CONTRACTING LTD.	12473 Hwy. #50 South P.O. Box 488	Bolton	Ontario	L7E 5T4	(905) 857- 0864
...J.S. CONSTRUCTION LIMITED	3425 Dundas Street West Suite 100	Toronto	Ontario	M6S 2S4	(416) 767- 7622
VIAIELLA CONTRACTING SEWER & WATERMAIN (1989)	3547 Highway 25	Dakville	Ontario	L6J 4Z3	(905) 825- 1940

Company	Address	City	Prov	Postal Code	Work Phone
MANDO CONTRACTING (1990) LTD.	615 Garyray Drive	Weston	Ontario	M9L 1P9	(416) 741-1200
MARCOTT TUNNELLING INC.	170 Brockport Dr., Suite 205A	Rexdale	Ontario	M9W 5C8	(416) 675-
MARDAVE CONSTRUCTION (1990) LTD.	48 Millwick Drive	North York	Ontario	M9L 1Y3	(416) 741-1200
MAR-KING CONSTRUCTION COMPANY LIMITED	176 Rivermede Rd. Unit 9	Concord	Ontario	L4K 3M9	(905) 738-4182
MEMME EXCAVATION COMPANY LTD.	1315 Shawson Drive	Mississauga	Ontario	L4K 3M9	(905) 738-4182
			Ontario	L4W 1C4	(905) 564-7972
			Ontario	L4W 1C4	(905) 564-7972
NIRAN CONSTRUCTION LTD.	333 Humberline Drive	Rexdale	Ontario	M9W 5X3	(416) 675-6550
			Ontario	M9W 5X3	(416) 675-6550
PACHINO CONSTRUCTION CO. LTD.	P.O. Box 1629	Stouffville	Ontario	L4A 8A4	(905) 640-
			Ontario	L4L 8A8	(905) 850-4823
PENTAD CONSTRUCTION LIMITED	80 Roysun Road, (Unit 1)	Woodbridge	Ontario	L4L 8A8	(905) 850-4823
PERAN TUNNELLING LTD.	2781 Hwy. #7 West Suite 204	Concord	Ontario	L4K 1W1	(905) 660-3105
			Ontario	L4K 1W1	(905) 660-3105
			Ontario	L6T 3Z8	(905) 794-0752
PILEN CONSTRUCTION OF CANADA LTD.	R.R. #9, 22 Cadetta Road	Brampton	Ontario	L6T 3Z8	(905) 794-0752
			Ontario	L3T 3W1	(905) 731-7946
POWER CONTRACTING INC.	9 Cedar Avenue	Thornhill	Ontario	L3T 3W1	(905) 731-7946
PRINCIPLE SEWER & WATERMAIN CO.	100 Winchester Lane	Richmond Hill	Ontario	L4C 6Y7	(905) 889-
			Ontario	L0N 1P0	(905) 880-2905
RIVIERA SEWER FORMING LTD.	P.O. Box 198	Palgrave		LON 1P0	(905) 880-2905

Company	Address	City	Prov	Postal Code	Work Phone
RYMALL CONSTRUCTION INC.	160 Cidermill Avenue, Unit 7	Concord	Ontario	L4K 4K5	(905) 761- 0707
S. MCNALLY & SONS LIMITED	1855 Barton Street East P.O. Box 3338,	Hamilton	Ontario	L8H 1T5	(905) 549- 656 ■
S. McNally & Sons Limited Branch Office:	1544 The Queensway	Etobicoke	Ontario	M8Z 1T5 M8Z 1T5	(416) 252- 6825 252-
TACC CONSTRUCTION CO. LTD.	270 Chrislea Road	Woodbridge	Ontario	L4L 8A8	(905) 856- 8500
TARMAC CONSTRUCTION CANADA	80 North Queen Street	Toronto	Ontario	M8Z 5Z6	(416) 233- 5811
TESTON PIPELINES LTD.	379 Bowes Road	Concord	Ontario	L4K ■1	(905) 761- 9767
THE ATLAS CORPORATION	111 Ortona Court	Concord	Ontario	L4K 3M3	(905) 669- 6825
TIMBEL LIMITED	76 Millwick Drive, Suite 100	North York	Ontario	M9L 1Y3	(416) 747- 1788
TOPSITE CONTRACTING LIMITED	117 Corstate Avenue, Unit 1	Concord	Ontario	L4K 4Y2	(416) 798- 7238
UCL CONSTRUCTION LIMITED	170 Brockport Dr., Suite 205A	Rexdale	Ontario	M9W 5C8	(416) 675- 2535
VALENTINE UNDERGROUND SERVICES LTD.	451-A Atwell Drive	Rexdale	Ontario	M9W 5C4 M9W 5C4	(416) 674- 0903 674-
VIPE CONSTRUCTION LTD.	53 Delmark Blvd.	Markham	Ontario	L3P 3Z4	(905) 294- 0000
WARDEN CONSTRUCTION CO. LTD.	2655-14th Avenue	Markham	Ontario	L3R OH9	(905) 475- 1748

Locals 183/230

2001-2004

Company	Address	City	Prov	Postal Code	Work Phone
WARDET LIMITED	345 Wilson Avenue Suite 302	Downsview	Ontario	M3H 5W1	(416) 633- 3020
WASERO CONSTRUCTION(1991) LTD.	272 Bradwick Drive	Concord	Ontario	L4K 1K8	(416) 748- 8734

APPENDIX 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 _____ day of _____, 2002.

Signed on behalf of
THE ASSOCIATION

Signed on behalf of
A COUNCIL OF TRADE UNIONS

For 183

For 183

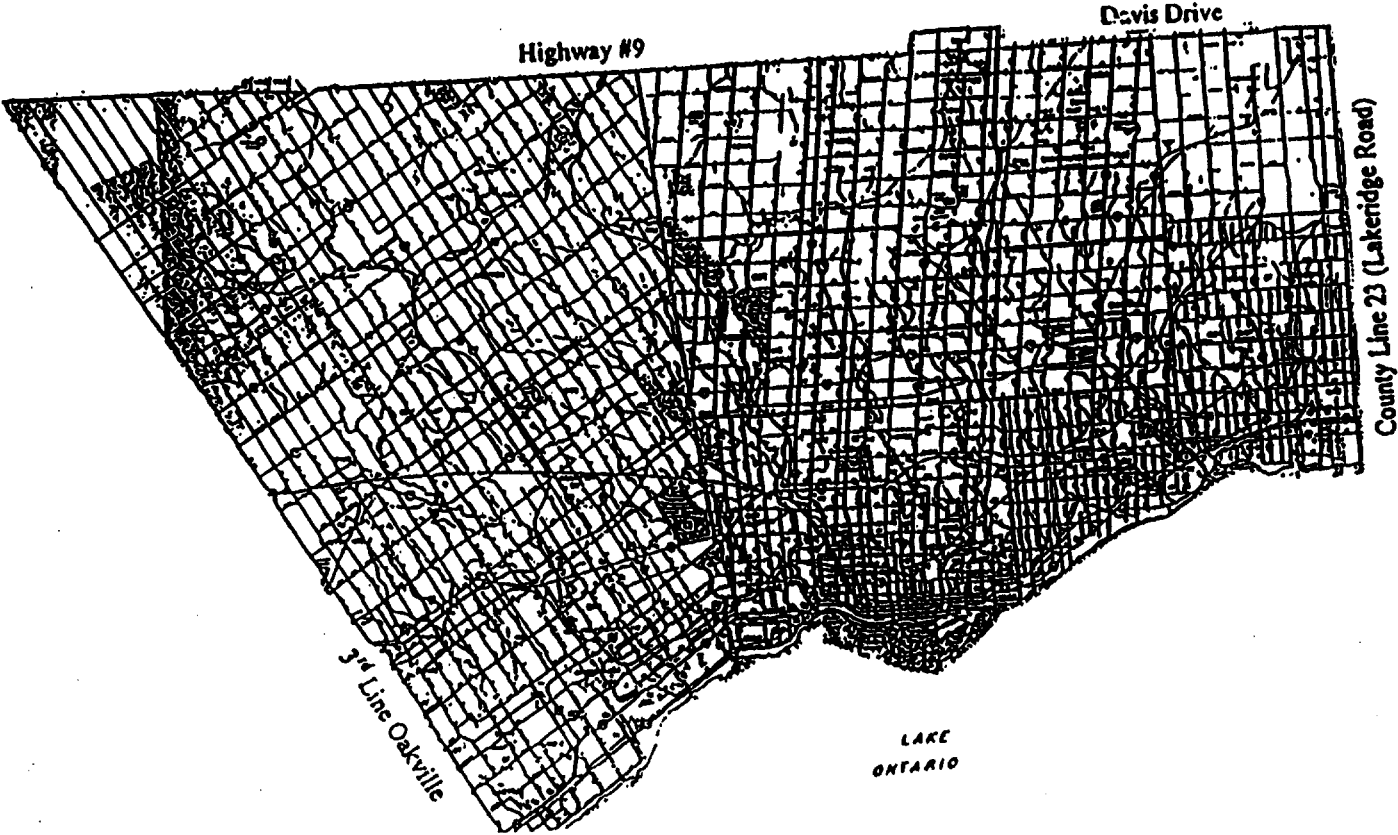
For 230

For 230

APPENDIX "B"

Map (I)

Greater Toronto Free Zone



APPENDIX C

LETTER OF UNDERSTANDING #2

Reference Clause 26.01 : 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 **carpenter** poured in place
3. Topman
4. Concrete Finisher
5. Powderman
6. **Carpenter** 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 cardholder'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.

SIGNED in Toronto this _____ day of _____, 2002.

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 _____ day of _____, 2002.

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 _____ day of _____, 2002.

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

TEI 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.

SIGNED in Toronto this _____ day of _____, 2002.

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 and
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 _____ day of _____, 2002.

Signed on behalf of
THE ASSOCIATION

Signed on behalf of
A COUNCIL OF TRADE UNIONS

For 183

For 183

For 230

For 230

APPENDIX H
LETTER OF UNDERSTANDING #7
Re : Collective Agreement dated August 4, 1992

Further to the signing of the Collective Agreement between us, we confirm the following additional understanding between us:

It will not be a violation of Article 13 if, notwithstanding the Employer's best efforts, an employee refuses to attend at the Occupational Health Clinic for testing at least once every three (3) years.

SIGNED in Toronto this _____ day of _____, 2002.

Signed on behalf of
THE ASSOCIATION

Signed on behalf of
A COUNCIL OF TRADE UNIONS

 For 183

 For 183

 For 230

 For 230

APPENDIX I

LETTER OF UNDERSTANDING #8

PROJECT AGREEMENTS

Where the Council or the Association determines that a Project Agreement is appropriate on a specific project of significant size and scope, the Association and the Council will exercise their best efforts to agree to terms of a Project Agreement, in writing, to exempt, amend or provide additional **article(s)** applicable to the work at the specific project for the duration specified therein.

DATED AT _____ THIS _____ DAY OF _____, 2002.

Signed on behalf of
THE ASSOCIATION

Signed on behalf of
A COUNCIL OF TRADE UNIONS

For 183

For 183

For 230

For 230

APPENDIX J

LETTER OF UNDERSTANDING #9

407 PROJECT **EE**

The Council and the Association agree that the Project Agreement binding between Canadian Highways International Constructor and the Labourers' International Union of North America, Local 183 and Teamsters Local Union 230 constitutes a Project Agreement under this Agreement with respect to the Highway 407 Project as defined therein.

The Council acknowledges that some of the work performed at the Highway 407 Project falls within the Sewer and Watermain Sector.

DATED AT _____ THIS _____ DAY OF _____, 2002.

Signed on behalf of
THE ASSOCIATION

Signed on behalf of
A COUNCIL OF TRADE UNIONS

For 183

For 183

For 230

For 230

S&WASSOC.98

APPENDIX K

LETTER OF UNDERSTANDING #10

BETWEEN:

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

-and-

A Council of Trade Unions acting as the representative and agent of Teamsters Local
230, and Universal Union, L.I.U.N.A. Local 183
(the "Council")

New or Existing Entities

The Employer hereby confirms that it is not carrying on associated or related activities or business by or through more than one corporation, individual firm, syndicate, or other entity or association or any combination thereof, under common control or direction that is not signatory to this Collective Agreement. For the purpose of this Article, "activities" include any activities contemplated by the Purpose and intent, Recognition, and/or Scope clauses of this Collective Agreement.

The Parties further agree that all provisions of Section 1 (4) and 69 of the **Ontario Labour Relations Act** (as they exist on the date of signing) are hereby incorporated into and form part of this Collective Agreement, with such modifications as may be necessary for an arbitrator with jurisdiction arising out of this Collective Agreement and/or the Expedited Arbitration System and/or the **Ontario Labour Relations Act**, to have all of the powers that the Board would otherwise have under the provisions of the Act.

The Parties agree that this Letter forms part of the Collective Agreement and may be enforced as such, but will automatically expire as of April 30, 2010.

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

For the Council

For the Association

Print Name

Print Name

APPENDIX L

LETTER OF UNDERSTANDING#11

BETWEEN:

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

-and-

A Council of Trade Unions acting as the representative and agent of Teamsters Local
230, and Universal Union, L.I.U.N.A. Local 183
(the "Council")

Establishment of New Schedules

WHEREAS the Association and the Council have entered into a new Collective Agreement; and

WHEREAS in this Collective Agreement, the Association and the Council have agreed to expand the geographic scope to include various Board Areas other than OLRB Area No. 8 and Simcoe County;

NOW THEREFORE the Council and the Association agree as follows:

1. Within three months of the date of ratification of the Collective Agreement, duly authorized representatives of the Council and the Association will meet and will commence to negotiate separate schedules for all geographic areas set out in the Collective Agreement, other than OLRB Area No. 8 and Simcoe County all relevant terms and conditions set out in the Collective Agreement will apply;
2. The schedules which are ultimately agreed upon will cover particular geographic areas and such geographic areas are not required to mirror the geographic areas which have been established by the Ontario Labour Relations Board;
3. The Parties agree that until such time as they are able to conclude schedules for any particular geographic area (s), the terms and conditions of this Collective Agreement will not apply to such geographic area (s), other than as they may otherwise apply pursuant to "in and out" language protecting the terms and conditions of employment of members of the Union who regular work in OLRB Area No. 8 and/or Simcoe County but are working in other geographic area (s);
4. The Parties agree that this Letter of Understanding forms part of the Collective Agreement binding upon them and is enforceable as such.

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

For the Council

For the Association

Print Name

Print Name

APPENDIX M

LETTER OF UNDERSTANDING#12

BETWEEN:

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

-and-

A Council of Trade Unions acting as the representative and agent of Teamsters Local
230, and Universal Union, L.I.U.N.A. Local 183
(the "Council")

Future Accreditation Applications

WHEREAS the Association and the Council have entered into a new Collective Agreement; and

WHEREAS in this Collective Agreement, the Association and the Council have agreed to expand the geographic scope to include various Board Areas other than OLRB Area No. 8 and Simcoe County;

NOW THEREFORE the Council and the Association agree as follows:

1. The Council and the trade unions comprising the Council unconditionally undertake to facilitate and support, and not hinder, obstruct or delay in any way, any and all applications for accreditation to the Ontario Labour Relations Board or its successor if made by the Association, or any employers' organization designated in writing by the Association, in respect of employers performing work falling within the recognition clause of this Collective Agreement, in Board Areas Nos. 8, 9, 10, 11 and that portion of 18 other than Simcoe County, who are in contractual relations with Council, the trade unions comprising the Council or any other trade unions with whom the Association bargains now or in the future. In the event that the Council or any of the trade unions comprising the Council cause, directly or indirectly, the creation of any local trade unions for representation purposes in any of the above-noted Board Areas, then any such applications for accreditation.
2. The Parties agree that this Letter of Understanding forms part of the Collective Agreement binding upon them and is enforceable as such.

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

For the Council

For the Association

Print Name

Print Name

APPENDIX N

LETTER OF UNDERSTANDING#13

BETWEEN:

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

-and-

A Council of Trade Unions acting as the representative and agent of Teamsters Local
230, and Universal Union, L.I.U.N.A. Local 183
(the "Council")

No Strike - No Lockout Agreement

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

WHEREAS the Association and the Council contemplate entering into successor collective agreements which will be effective on their face from May 1, 2004 to April 30, 2007 and thereafter from May 1, 2007 to April 30, 2010 (the "successor collective agreements"); and

WHEREAS the Association and the Council 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 the Council agree as follows with respect to the renewal of the two above-noted successor collective agreements:

1. If the Council and the Association are unable to agree upon the terms and conditions of both or either of the above-noted successor collective agreements, then on the 30th day of April or thereafter in both 2004 and 2007, either party may refer the settlement of the new collective agreement to final and binding arbitration;
2. The Council 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 agreements in either 2004 or 2007;
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, of each bargaining year, although it is understood that simply agreeing to an arbitrator in no way means that the agreement (s) 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 in either or both of the bargaining years;
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 the Union 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 this or any similar independent collective agreement, 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 1, 2010, 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 _____ this _____ day of _____, 2002

For the Council

For the Association

Print Name

Print Name

APPENDIX O

EXPEDITED ARBITRATION SYSTEM

A. ARBITRATOR

1. The permanent Arbitrator for the purpose of the Expedited Arbitration Process herein is Robert Herman. In addition, Louisa Davie and/or Jules Bloch may also act as alternates to the permanent Arbitrator, depending on the availability of Robert Herman, and each other, within the scheduling constraints of this Expedited Arbitration System.

B. PROCEDURE

1. The term "grievance" wherever used in this Enforcement System shall mean a grievance concerning the interpretation, application, administration or alleged violation of a provision of the Collective Agreement relating to payment for remittances on behalf of any employee (including but not limited to the Association's Industry Fund) and/or all other monetary provisions established by the Collective Agreement.
2. The Union or the Association may initiate the Expedited Arbitration Process by service of a grievance in writing, by facsimile transmission, regular mail or courier (including Canada Post Courier) upon the Contractor, and the Union or the Association as appropriate.
3. After five (5) business days from service of the grievance, the Union or the Association may refer the grievance to Expedited Arbitration hereunder. Notice of such Referral to Expedited Arbitration shall be served by facsimile transmission, regular mail or courier (including Canada Post Courier) upon the Contractor, the Arbitrator, and the Union or the Association as appropriate.
4. Service shall be effective on receipt if facsimile transmission is used or shall be deemed to have occurred on the third weekday after mailing if regular mail or courier is used.
5. The Arbitrator shall commence the Expedited Arbitration Hearings within five (5) days from the day of service of the Referral. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournments will not be granted because of unavailability of counsel, for business demands or because a party asks for additional time to prepare.

6. Subject to the discretion of the Arbitrator, the Expedited Arbitration shall be held at Local 183's premises and may be scheduled by the Arbitrator to commence after business hours.
7. Where the Arbitrator finds the Contractor in breach of the Agreement, the Arbitrator shall order the Contractor to pay all amounts owing with respect to violations of the Agreement.
 - (i) Where the grievance commenced within ninety (90) days after the circumstances giving rise to the grievance became known or ought reasonable to have become known to the Union, the Arbitrator shall award the affected employee (s) recovery of one hundred percent (100%) of all unpaid amounts owed directly to the employee (s);
 - (ii) Where the grievance is initiated at any time beyond ninety (90) days after the circumstances giving rise to the grievance became known or ought to have become known to the Union, the Arbitrator shall award seventy-five percent (75%) of all unpaid amounts owed directly to the employee to be paid to the affected employee (s). The remaining twenty-five percent (25%) of such amounts shall be paid to a charity of the Union's choice;
 - (iii) The Arbitrator shall award one hundred percent (100%) recovery of all amounts, which should have been remitted under the terms of the Collective Agreement;
 - (iv) The provisions of this section are to be interpreted and applied in conjunction with the provisions contained in the Collective Agreement for the filing of grievances and are without prejudice to the rights of any of the parties there under;
 - (v) In addition to any other amounts owing under the Collective Agreement, where the Arbitrator finds a violation, then the Arbitrator shall order the Contractor to pay damages of an additional five percent (5%) of the total amount of the award to a charity of the Union's choice.
8. The Arbitrator shall not have the jurisdiction to apply any principals of estoppel or waiver to reduce any amounts payable by the Contractor in respect of such violations unless the estoppel or waiver was known and permitted by both the Union and the Association.
9. The Arbitrator shall have the power to make the Arbitrator's costs (fees and expenses) an award or part of an award to be paid by the unsuccessful party.

10. At Expedited Arbitration, the Arbitrator shall not have any power to alter or change any of the provisions of this Enforcement System or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the provisions of this Enforcement System and the Collective Agreement.

11. **Despite** any other provision of the Collective Agreement or any Letters of Understanding, the Parties agree that grievances pertaining to or resulting in jurisdictional disputes or any question of relief arising out of a jurisdictional dispute or determination, or concerning the "New or Existing Entities" provisions' of this Collective Agreement may not be referred to Expedited Arbitration, even if such grievance could otherwise fall within the definition of "grievance" set out in Article B - 1 of this Expedited Arbitration system.

APPENDIX P

- a) **"The Road Builders Agreement"** being a collective agreement between the Toronto and Area Road Builders' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and the Union.
- b) **"The Heavy Engineering Agreement"** being a collective agreement between the Heavy Construction Association of Toronto and the Union.
- c) **"The Forming Agreement"** being a collective agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
- d) **"The House Basements Agreement"** being a collective agreement between the Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and the Union.
- e) **"The Apartment Builders Agreement"** being a collective agreement between the Metropolitan Toronto Apartment Builders' Association and the Union.
- f) **"The House Builders Agreement"** being a collective agreement between the Toronto Residential Construction Labour Bureau and the Union.
- g) **"The Utilities Agreement"** being a collective agreement between the Utility Contractors' Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.
- h) **"The Carpentry Agreement"** being a collective agreement between the Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and the Union.
- i) **"The Landscaping Agreement"** being a collective agreement between the Landscaping Contractors in Ontario Labour Relations Board Area No. 8 and 18 and the Union.

- j) **"The Agreement Covering Building Restorations and Associated Work"** being a collective agreement between the Building Restorations and Associated Work Contractors in Ontario Labour Relations Board Area 8 and the Union.
- k) **"The Bricklaying and Masonry Residential Sector Agreement"** being a collective agreement between various independent bricklaying and masonry contractors and the Union.
- l) **"The Marble, Tile, Terrazzo & Cement Masons Agreement"** being a collective agreement between various independent marble, tile, terrazzo and cement masons contractors and the Union.
- m) **"The Residential Plumbing Agreement"** being a collective agreement between various independent plumbing contractors and the Union.
- n) **"The Fencing Agreement"** being a collective agreement between various independent fencing contractors and the Union.

May 23, 2002

Mr. Mark Lewis
Universal Workers Union, Local 183
1263 Wilson Avenue
Toronto, ON M3M 3G3

Dear Mr. Lewis:

**Re: New & Existing Entities
Letter of Understanding (the "Letter")**

With respect to the GTSWCA's agreement to the letter, we confirm your advice during negotiations on June 22, 2001 in the presence of Messrs. Dionisio and Marrano as follows:

1. The first paragraph of the letter constitutes a statement by employers that they are not utilizing on a non-union basis associated or related businesses under common control or direction carrying out work covered by the Collective Agreement as defined by its preamble and Recognition article. The power of an arbitrator to issue a discretionary declaration of common employer status or declare a sale of a business is found only in the second paragraph.
2. Given the structure of the Collective Agreement, the words "Purpose and Intent, Recognition, and/or Scope Clauses" refers only to the preamble and the Recognition article.

On these understandings the GTSWCA agreed to the letter.

Yours truly,

Richard J. Charney

c: Mr. Sam Morra, GTSWCA