# **COLLECTIVE AGREEMENT**

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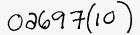
**BETWEEN:** 

# 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

> Effective Date: May 1<sup>st</sup>, 2007 Expiry Date: April 30<sup>th</sup>, 2010



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# THIS AGREEMENT made and entered into this 1st day of MAT, 2007.

#### BETWEEN

**THE GREATER TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION,** on behalf of its Contractor Member Companies listed in Schedule "E" 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 "E", 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 "E" 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 "E" 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*, **1995**;

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 "E" 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 watermains.

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 fifteenth (15<sup>th</sup>) 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 thirty (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.

# 3.04 TEAMSTERS LOCAL 230 ONLY

The Employer further agrees on receipt of proper authorization to deduct Teamsters Local Union 230 initiation fees or re-initiation fees in two weekly installments and to remit the said deductions to Teamsters Local Union 230 when union dues are remitted on or before the fifteenth (15") 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 discharge), save and except grievances involving monetary items as defined in Section 5.03 below, the aggrieved employee with his business representative may present his grievance, which shall be reduced to writing to the Employer. Should no settlement satisfactory to the employee be reached within five (5) full

working days, the next step in the grievance procedure may be taken at any time within ten (10) full working days thereafter.

**STEP NO.2**: The Council grievance committee, if it considers it a valid grievance, may submit the grievance to a committee of the Association and the respective committees shall meet within five (5) working days thereafter in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting and if this grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 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 133 of the Ontario Labour Relations Act, 1995 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) travelling expenses, room and board allowances, reporting allowances but not including grievances arising out of classification assignment may be brought forward to 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 the 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 griever 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, D and E 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 (1) 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.

9.03 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 the 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.

Greater Toronto Sewer and Watermain Collective Agreement

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 roadbuilding 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 seven (7) 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

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- (a) On all jobs where more than five (5) employees are continuously employed, shelter (heated where 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) <u>Compressed Air</u>: 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 (1) 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

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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 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 three hundred dollars (\$300.00) 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.

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

### **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.

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- (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 (1) coffee break of ten (10) 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, PENSION AND CENTRAL AND EASTERN CANADA ORGANIZING FUND (CECOF)

#### 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 May 1, 2007  | - | <b>\$2.70</b> for each hour worked |
|------------------------|---|------------------------------------|
| Effective Sep 24, 2007 | - | \$2.70 for each hour worked        |
| Effective May 4, 2008  | - | \$2.75 for each hour worked        |
| Effective May 3, 2009  | - | <b>\$2.85</b> for each hour worked |

It is understood that the above-mentioned amounts in Article 15.01 (a) include any and all contributions to the Tri-Fund; the Seniors Fund; the Long Term Care Fund; and any other new benefit fund established by the Union.

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(b) The Employer agrees to pay for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Camp Ground Fund the following sums:

Effective May 1, 2007 - \$0.20 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, 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, 2007** - \$0.10 for each hour worked

(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 fifteenth  $(15^{th})$  day of the month following the month for which the payment is due.

15.03 **"A" – 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 May 1, 2007  | - | <b>\$5.76</b> for each <b>hour</b> worked |
|------------------------|---|---|
| Effective Sep 24, 2007 | - | <b>\$5.86</b> for each hour worked        |
| Effective May 4, 2008  | - | <b>\$5.96</b> for each hour worked        |
| Effective May 3, 2009  | - | \$6.06 for each hour worked               |

"B" – L183 Pension – Simcoe County

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 May 1, 2007  |   | \$4.15 for each hour worked        |
|------------------------|---|------------------------------------|
| Effective Sep 24, 2007 | - | \$4.25 for each hour worked        |
| Effective May 4, 2008  | - | <b>\$4.35</b> for each hour worked |
| Effective May 3, 2009  | - | <b>\$4.45</b> for each hour worked |

#### 15.04 L183 CECOF – Toronto Board Area #8 and Simcoe County

The Employer agrees to contribute the following amounts for each hour worked to the Central and Eastern Organizing Fund (CECOF):

| Effective Sep 24, 2007 | - | \$0.15 for each hour worked |
|------------------------|---|-----------------------------|
| Effective May 4, 2008  | - | \$0.25 for each hour worked |

Pension and CECOF contributions shall be sent to the Labourers' Pension Fund of Central and Eastern Canada, 1835 Yonge Street, Suite 700, Toronto, Ontario M4S 1X8. The Employer may remit both these contributions on one (1) monthly cheque.

Payments into the Labourers' Pension Fund of Central and Eastern Canada are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payment was made.

#### 15.05 **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 May 1, 2007  | - | \$1.80 for each hour worked        |
|------------------------|---|------------------------------------|
| Effective Sep 24, 2007 | - | \$2.00 for each hour worked        |
| Effective May 4, 2008  | - | <b>\$2.15</b> for each hour worked |
| Effective May 3, 2009  | - | <b>\$2.30 for each hour worked</b> |

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.

#### 15.06 **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:

| - | \$4.40 for each hour worked |
|---|-----------------------------|
| - | \$5.20 for each hour worked |
| - | \$5.90 for each hour worked |
| - | \$6.60 for each hour worked |
|   | -                           |

15.07 Payments into the Welfare Funds and Pension Funds are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which payment is due.

15.08 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,

Greater Toronto Sewer and Watermain Collective Agreement

yielding twenty-six point seven percent (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 twenty-six point seven percent (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.

15.09 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**

16.01 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) 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 1<sup>st</sup> 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 1<sup>st</sup> 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 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 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 fifteenth (15<sup>th</sup>) 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 Agreement establishing both Funds.

### **ARTICLE 20 - STATUTORY HOLIDAYS**

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

| New Year's Day | Civic Holiday    |
|----------------|------------------|
| Family Day     | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |

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

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# **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) hours 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 direct deposit, 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, employment 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) hours notice in advance of the layoff.

22.03 Whenever Employment 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 Eighty Dollars (\$80.00) per day and four hundred Dollars (\$400.00) per week effective May 1<sup>st</sup>, 2007. 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 travelling time in the fringe area, beyond the Greater Toronto Free Zone as defined in Article 23.03, up to a radius of one hundred (100) kilometres, the employee will be paid at the rate of forty cents (\$0.40) 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

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and one half  $(1 \frac{1}{2})$  hours pay a day one way from the boundary of the free zone is paid to the employee.

23.03 Effective May 1<sup>st</sup>, 2007, 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 3<sup>rd</sup> 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 1<sup>st</sup>, 2007, 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 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  $1^{sl}$ , 2007 contribute the sum of forty-nine cents (\$0.49) 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 fifteenth (15<sup>th</sup>) day of the month following the month for which the payments are due as follows:

(a) Effective May 1<sup>st</sup>, 2007, the sum of twenty-five cents (\$0.25) 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*, 1995 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<sup>st</sup>, 2007, twenty-four cents (\$0.24) 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  $1^{st}$ , 2007 contribute the sum of twenty-nine cents (\$0.29) 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 from by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payments are due as follows:

(a) Effective May 1<sup>st</sup>, 2007 the sum of twenty-five cents (\$0.25) 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*, 1995 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, 2007, the sum of four cents (\$0.04) per hour for each hour worked by each employee covered by this Agreement into the Teamsters Local 230 Members Benefit Fund jointly administered by an equal 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 (**\$0.02**) 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. This Association's authority under this paragraph is not to be questioned by an arbitrator and may not be the 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 AMENDEMENT ACT, 2000

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 to comply with any and all eligibility requirements or any statutory employee wage protection program including but not limited to any deemed assignment of compensation there under that may be required by regulation.

#### **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  $(15^{th})$  day of the month following the month in which payment is due. Except in circumstances of a bonafide 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  $(15^{th})$  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 percent (2%) per month yielding twenty six point seven percent (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*, 1995 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. ۰.

#### **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, 1995 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", "C" or "D" 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", "C" or "D".

# 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.

The parties are to address the issues for trainees in the LAC for the Construction Worker Apprenticeship Program.

The Association shall be entitled to appoint a representative(s) on such committee(s).

|         | 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 |

#### 32.05 Trainee Requirements

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.

**Any** person who is not registered as a Trainee in accordance with the provisions of Articles 32.02, 32.07 or 32.08 (whichever 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**

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34.01 The term of this Agreement shall be from May  $1^{st}$ , 2007 to April  $30^{th}$ , 2010 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  $30^{th}$ , 2010 or in any like period in any third year after. The Parties agree that if this Collective Agreement continues in force after April  $30^{th}$ , 2010, 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 signatures this 2! day of 100, 200

| GREATER TORONTO SEWER AND<br>WATERMAIN CONTRACTORS<br>ASSOCIATION | A COUNCIL OF TRADE UNIONS<br>acting as the representative and agent<br>of Teamsters' Local Union 230: and<br>Universal Workers Union, LIUNA Local 183<br>Durval Terceira, LIUNA Local 183 |
|---|---|
| Carlo DeClasperis   | Daniel Avere, LIUNA Local 183   |
| Mike McNally  | Jact Offveira, LIUNA Local 183  |
| (Signature)   | Joaquim Ferreira, Teamsters' Local 230  |
| (Print Name)  | (Print Name)  |
| (Signature)   | (Signature)   |
| (Print Name)  | (Print Name)  |

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#### **SCHEDULE "A"**

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

#### 1. HOURS OF WORK AND OVERTIME

(a) Overtime at the rate of time and one half 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 travelling 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 employee's 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  $(7^{th})$  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.

| Classification  | May 1, 2007 | <b>September</b><br>24, 2007 | May 4, 2008 | May 3, 2009 |
|---|-------------|------------------------------|-------------|-------------|
| 2.1 Labourers; pumpman (3" discharge and under); heaterman ( <b>up</b> to 5 heaters)  | \$28.24     | \$29.24                      | \$30.06     | \$31.06     |
| 2.2 Small mixer driver (under 1 yard); dinky<br>motorman; sheeting and shoring man; miner's<br>and driller's helper; powderman's helper;<br>mortarman; scootcrete driver; screedman;<br>puddlers; floatman on concrete; jackhammer<br>man; well-point installer; encasement form<br>setters; signalman; rammax tamper | \$28.84     | \$29.84                      | \$30.66     | \$31.66     |
| 2.3 Pipelayer's helper; concrete finisher;<br>concrete patcher inside pipe; catch basin<br>installer; diamond saw cutter; watermain tapper;<br>precast manhole installer  | \$28.99     | \$29.99                      | \$30.81     | \$31.81     |

#### 2. L183 WAGES AND CLASSIFICATIONS

| 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 6 below)                   | \$29.24  | \$30.24  | \$31.06  | \$32.06    |
|---|----------|----------|----------|------------|
| 2.5 Pipelayers (including use of laser for<br>pipelaying); manhole and valve chamber<br>carpenter constructor; topman; miners; drillers;<br>shaft sinker timberman; grout-machine man;<br>powderman-blaster; welder | \$30.24  | \$31.24  | \$32.06  | \$33.06    |
| <b>2.6</b> Watchperson ( <b>for 6</b> nights duty, 50 hours per week)   | \$905.50 | \$955.50 | \$996.50 | \$1,046.50 |
| 2.7 Flag Person, Casual Watch Person  | \$22.84  | \$23.84  | \$24.66  | \$25.66    |

# <u>NOTE</u>

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- 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<sup>st</sup>, 2007, where working foremen are employed by Employers listed in Schedule "E" 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. Effective September 24, 2007 the premium shall increase to a minimum of two dollars (\$2.00) per hour.
- 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.

| Classification  | May 1, 2007 | <b>September</b><br>24, 2007 | May 4, 2008 | May 3, 2009 |
|---|-------------|------------------------------|-------------|-------------|
| <b>3.1</b> Drivers of Dump Trucks, Pick-Up Service<br>Trucks, Bulk Lift Trucks and Farm Tractors<br>without attachments, off Highway Trucks | \$31.22     | \$31.54                      | \$31.81     | \$32.22     |
| <b>3.2</b> Fuel Truck Drivers, Load Bearing Boom<br>Truck Drivers and drivers of dump trucks with tag<br>along attachments over 15 tonnes   | \$31.32     | \$31.64                      | \$31.91     | \$32.32     |
| 3.3 Float Drivers, custom Mobile Mixer Units,<br>Truck or Trailer Mounted   | \$31.62     | \$31.94                      | \$32.21     | \$32.62     |

#### 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 operation of this Schedule.

#### 5. SHIFT PREMIUM

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Effective September 24, 2007, a shift premium of one dollar and seventy-five cents (\$1.75) 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 classifications shall be paid as follows:

| (a) <b>Box</b> sewer carpenter | - \$1.00 above the base labourers' rate |
|--------------------------------|---|
|--------------------------------|---|

(b) Reinforcing Rod Installer - \$0.80 above the base labourers' rate

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#### SCHEDULE "B"

#### A SCHEDULE APPLYING TO "TUNNEL WORK" WHICH IS TO BE INTERPRETED TO MEAN **A** PROJECT CALLED FOR TENDER AS A TUNNEL, AND INCLUDES TUNNEL WORK WHICH IS INCIDENTAL TO "OPEN CUT" WORK FOR SEWER AND WATERMAIN CONSTRUCTION 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 travelling 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 fifteenth (15<sup>th</sup>) 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 shall 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 OR 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.

| Classification   | <b>May</b> 1, 2007 | September | May 4, 2008 | May 3, 2009 |
|--|--------------------|-----------|-------------|-------------|
| 2.1 Labourers (surface); signalman; deckman;<br>pumpman (3"); hopperman; heaterman (up to 5<br>heaters); gauge tender; well point installer  | \$30.54            | \$31.54   | \$32.36     | \$33.36     |
| 2.2 Labourers (underground);mucker; loco<br>driver; trackman; caulker; shaft sinker helper;<br>concrete finisher; concrete worker; <u>carpenter;</u><br>pit bottom man; scootcrete driver; driller helper;<br>mixer man (under 1 yard) | \$31.49            | \$32.49   | \$33.31     | \$34.31     |
| 2.3 Locktender   | \$31.84            | \$32.84   | \$33.66     | \$34.66     |

#### 2. WAGES AND CLASSIFICATIONS

| 2.4 Miner; driller; diamond driller; timberman;<br>jackleg man; mucking machine driver; shaft<br>sinker; pipe jacker; slash driver; wagon driller<br>(underground); cole cutter driver; powderman-<br>blaster; lead concrete man; all labourers on pile<br>driver operations; miner for caisson and<br>underpinning; manhole <u>constructor</u> ; operators of<br>air spades and jackhammer at the face;<br>shotcrete; nozzle man and concrete pump;<br>reinforcing rod placer; cement mason; welder;<br>shotcrete man; stoperman; augerman; carpenter | \$32.49  | \$33.49  | \$34.31  | \$35.31    |
|--|----------|----------|----------|------------|
| 2.5 Lead miner; tunnel shield, mole and similar equipment drivers; working foreman   | \$33.49  | \$34.49  | \$35.31  | \$36.31    |
| 2.6 Watchperson (for 6 nights duty, 50 hours per week)   | \$905.50 | \$955.50 | \$996.50 | \$1,046.50 |

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  | May 1,<br>2007 | September <b>24, 2007</b> | May 4,<br>2008 | May 3,<br>2009 |
|--|----------------|---------------------------|----------------|----------------|
| 3.1 Drivers of Dump Trucks, Pick-Up Service<br>Trucks, Bulk Lift Trucks and Farm Tractors<br>without attachments | \$31.74        | \$32.05                   | \$32.32        | \$32.73        |
| 3.2 Fuel Truck Drivers   | \$31.84        | \$32.15                   | \$32.42        | \$32.83        |

#### 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.

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#### PREMIUM RATES AND CONDITIONS IN COMPRESSED AIR

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

| Air Pressure | <u>May 1, 2007</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 rate for each pound over twenty-one pounds (21 lbs.) in addition to the twenty-one (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**

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Effective September 24, 2007, a shift premium of three dollars (\$3.00) 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.

It is further agreed and understood that on a three (3) shift tunnelling 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, travelling 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

| Classification   | May 1, 2007 | September<br>24, 2007 | May 4, 2008 | May <b>3, 2009</b> |
|--|-------------|-----------------------|-------------|--------------------|
| 2.1 Labourers; pumpman (3" discharge and under); heaterman (up to 5 heaters)   | \$18.80     | \$19.80               | \$20.62     | \$21.62            |
| 2.2 Small mixer driver (under 1 yard; dinky<br>motorman; sheeting and shoring man; miner's<br>and driller's helper; powderman's helper;<br>mortarman; scootcrete driver; screedman;<br>puddlers; floatman on concrete; jackhammer<br>man; well-point installer; encasement form<br>setters; signalman; rammax tamper or similar<br>remote controlled equipment requiring an<br>employee to direct such equipment; calfdozer<br>operator, small trencher up to 36" depth; mini<br>skid steer loaders and similar small equipment;<br>hydraulic boom truck (8 tons and under); post<br>hole auger; fence installers; nozzle operator on<br>gunnitting and sandblasting operations; all<br>machine driven tools by gas and air; wire mesh<br>installers | \$19.48     | \$20.48               | \$21.29     | \$22.29            |
| 2.3 Pipelayer's helper; concrete finisher;<br>concrete patcher inside pipe; catch basin<br>installer; diamond saw cutter; watermain<br>tapper; precast manhole installer   | \$19.80     | \$20.80               | \$21.62     | \$22.62            |
| 2.4 Caulker (cast iron, tile, concrete, asbestos,<br>cement, plastic, etc.); wagon driller and box<br>sewer carpenter; form setter; reinforcing man<br>and fusion welder (subject to paragraph 6<br>below)   | \$20.05     | \$21.05               | \$21.87     | \$22.87            |

| 2.5 Pipelayers (including use of laser for<br>pipelaying); manhole and valve chamber<br>carpenter; topman; miners; drillers; shaft sinker<br>timberman; grout-machine man; powderman-<br>blaster; welder | \$20.80  | \$21.80  | \$22.62  | \$23.62  |
|--|----------|----------|----------|----------|
| 2.6 Watchperson (for 6 nights duty, 50 hours per week)   | \$620.80 | \$670.80 | \$711.80 | \$761.80 |
| 2.7 Flagperson; Casual Watch Person  | \$15.80  | \$16.80  | \$17.62  | \$18.62  |

### 3. **TEAMSTERS**

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

| Wage Classification  | May 1, 2007 | September<br>24, 2004 | May 4, 2008 | May 3, 2009 |
|--|-------------|-----------------------|-------------|-------------|
| 3.1 Drivers of Dump Trucks, Pick-Up Service<br>Trucks, Bulk Lift Trucks and Farm Tractors<br>without attachments, off Highway Trucks | \$20.68     | \$21.36               | \$22.00     | \$22.77     |
| 3.2 Fuel Truck Drivers, Load Bearing Boom<br>Truck Drivers and drivers of dump trucks with<br>tag along attachments over 15 tonnes   | \$20.82     | \$21.50               | \$22.14     | \$22.91     |
| 3.3 Float Drivers, Custom Mobile Mixer Units,<br>Truck or Trailer Mounted  | \$21.07     | \$21.75               | \$22.39     | \$23.16     |

### 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 travelling time in the fringe area, beyond the 50 kilometre radius up to a radius of 100 kilometres, the employee will be paid at the rate of forty cents (\$0.40) per road kilometre one way from the Town Hall in the Employer's home base area to the job site. Such payment is in lieu of room and board and is not paid when company transportation to the job is supplied and straight time to a maximum of one and one half (1  $\frac{1}{2}$ ) hours pay a day one way is paid to the employee.

### 5. SIMCOE COUNTY SUBCONTRACT CLAUSE

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The master portion Subcontract Clause will apply, but, only to sewer and watermain (open cut and tunnel), roads and heavy construction and subject to the 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 regular employee 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 subsequently hired by the Employer in Simcoe County within ninety (90) days of being laid off in Board Area #8.

#### SCHEDULE "D"

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

#### 1. APPLICATION

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

(b) Contractors carrying out the Work in Board Area 8 will, unless expressed otherwise in this Schedule, be bound to the terms and conditions applicable to open-cut sewer and watermain work in Board Area 8.

(c) Contractors carrying out the Work in Simcoe County will, unless expressed otherwise in this Schedule, be bound to the terms and conditions applicable to open-cut sewer and watermain work in Simcoe County.

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

|                          | Current | May 5, 2008 | May 4, 2009 |
|--------------------------|---------|-------------|-------------|
| Helper                   | \$16.75 | \$17.70     | \$18.70     |
| Boiler Tradesuerson      | \$17.25 | \$18.20     | \$19.20     |
| CCTV Tradesperson        | \$19.50 | \$20.45     | \$21.45     |
| Combo Tradesuerson       | \$19.50 | \$20.45     | \$21.45     |
| Flusher Tradesperson     | \$19.50 | \$20.45     | \$21.45     |
| Spot Repair Tradesperson | \$19.50 | \$20.45     | \$21.45     |
| Cutter Tradesperson      | \$21.50 | \$22.45     | \$23.45     |
| Grout Tradesperson       | \$21.50 | \$22.45     | \$23.45     |

2. WAGES AND CLASSIFICATIONS

The rate for the employees during probation period, being the initial 120 calendar days of employment for all classifications, shall be at the rates set out above less \$0.75.

Greater Toronto Sewer and Watermain Collective Agreement

|             | CECOF  | OPDC   | <b>Tri-</b><br>Fund | Local | Benefits | Pension | Monthly |
|-------------|--------|--------|---------------------|-------|----------|---------|---------|
| May 5, 2008 | \$0.15 | \$0.15 | \$0.05              | 3%    | \$2.05   | \$3.10  | \$25.00 |
| May 4, 2009 | \$0.25 | \$0.15 | \$0.05              | 3%    | \$2.05   | \$3.10  | \$25.00 |

Working Dues for parties under this Schedule are as set out below:

(up to May 4, 2008

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plus industry fund to GTSWCA, currently \$0.25 per person hour (effective May 5,2008)

#### 3. PAYMENTS

(a) Pay for employees performing "On Call Duty" shall be based on one hundred and twenty-five dollars (\$125.00) per seven-day week and, effective May 5, 2008, one hundred and seventy-five dollars (\$175.00) per seven-day week.

(b) **An** employee performing "On Call Duty", who is called into work by the Employer, and reports for work, shall receive a minimum of four **(4)** hours pay at his regular straight time rate.

(c) The Employer may, in its sole discretion and at any time, appoint an employee(s) as a working foreman. The Employer shall pay the employee so appointed a rate for each hour worked equal to one dollar (\$1.00) above the regular straight time rate applicable to an employee in any of the following classifications: Combo Tradesperson/Boiler, CCTV Tradesperson, Flusher Tradesperson. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of working foreman from any employee who had been previously so appointed.

### 4. HOURS OF WORK AND OVERTIME

4.01 This article 4 is intended to define the normal hours of work, for the purpose of calculating overtime only and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

(a) The regular working hours for employees covered by this Agreement shall be fifty (50) hours per week plus two (2) hours per day maximum travelling time at straight time.

(b) Employees shall be paid one and one half  $(1 \frac{1}{2})$  times their regular straight time rate of pay for all hours worked in excess of fifty (50) hours in a week (not including travel time).

(c) Scheduled overtime opportunities will be offered to the most senior employee who volunteers, by classification, provided that, in the opinion of the Employer, the employee possesses the requisite skill, ability and qualifications to perform the available overtime work. In the case the Employer is not able to meet its overtime requirements through employees who volunteer, the Employer may require the junior employees, by classification, who, in the opinion of the Employer, possess the requisite skill, ability and qualifications, to perform the available overtime work.

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(d) The Employer may determine whether employees are prepared to volunteer for scheduled overtime opportunities by either:

- (i) posting a sign-up notice of a scheduled overtime opportunity at least 24 hours in advance of the scheduled overtime opportunity; or,
- (ii) contacting employees in person at the workplace; or,
- (iii) attempting to contact employees at their home telephone number on file with the Employer

(e) The provisions of article 4.01(c) of this Schedule "D" shall not apply to unscheduled overtime opportunities which shall include overtime opportunities commensurate with the beginning or end of a shift or project or created as a result of an emergency or by absences due to sickness, injury, leave, etc. in which cases the Employer may require overtime.

(f) After twelve (12) hours of time worked, excluding travel time, a meal allowance in the amount of fifteen dollars (\$15.00) per day will be paid for jobs that are at least one hundred and ten kilometres (110km) from the Employer's premises as directed by the Employer.

4.02 All shifts which commence, and have the majority of their hours between 6:00 p.m. and 6:00 a.m. shall be considered a night shift. All hours worked on a "night shift" shall be paid premium of sixty cents (\$0.60) per hour **and**, effective May 5, 2008, one dollar (\$1.00) per hour. It is agreed that there shall be no pyramiding or compounding **of** premiums.

**4.03** As soon as reasonably practicable after the Employer determines that permanent night shift work is required, it shall notify affected employees of same.

# 5. VACATION AND STATUTORY HOLIDAYS

The current practice will prevail until May 4, 2008.

# 6. **PAYMENT**

The current practice of bi-weekly pay will continue until May 4, 2008.

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# SCHEDULE "E"

# LIST OF CONTRACTOR MEMBERS (EMPLOYERS)

| Company                              | Address                            | City       | Prov | Postal<br>Code | Work Phone              |
|--------------------------------------|------------------------------------|------------|------|----------------|-------------------------|
| ADVICE CONTRACTING<br>JMITED         | PO <b>Box</b> 479, Station<br>Main | Markham    | ON   | L3P 3R1        | (905) 640-2539          |
| AECON CIVIL & UTILITIES              | 20 Carlson Court,<br>Suite 800     | Toronto    | ON   | M9W 7K6        | (416) 293-7004          |
| AL-PAK CONSTRUCTION                  | 705 Nipissing Road                 | Milton     | ON   | L9T 4Z5        | (905) 878-5615          |
| ALSI CONTRACTING LTD.                | 115 Rodinea Road                   | Maple      | QN   | L6A 1R5        | (905) 832-2936          |
| AQUA-TECH DEWATERING<br>COMPANY INC. | 69 Connie Crescent                 | Concord    | ON   | L4K 1L3        | (905) 907-1700          |
| ARMAGH CONTRACTORS<br>LTD.           | 107 Winchester<br>Street           | Toronto    | ON   | M4X 1B3        | (416)924-4275           |
| BAR-QUIP CONSTRUCTION<br>LIMITED     | 255 Spinnaker Way,<br>Unit 10      | Concord    | ON   | L4K 4J1        | (905) 738-4166          |
| BESS-CONCONSTRUCTION                 | 257 Deerhurst Drive                | Brampton   | ON   | L6T 5K3        | (905) 790 <b>-</b> 1222 |
| BLANCHI CONTRACTING                  | 69 Healey Road                     | Bolton     | ON   | L7E5A6         | (905) 951 2650          |
| C.M. DIPEDE GROUP LIMITED            | 1111 Creditstone                   | Concord    | ON   | L4K 4N7        | (905) 660-6771          |
| C&M MCNALLY<br>ENGINEERING CORP,     | 4380 South Service<br>Road, Unit 1 | Burlington | ON   | L7L 5Y6        | (905) 637-7070          |
| CALDER HILL CONTRACTING              | 8 Cedar Avenue                     | Thornhill  | ON   | L3T 3V9        | (905) 889-5004          |
| CAMPUS CONSTRUCTION INC.             | 176 Rivermede<br>_Road_Unit        | Concord    | ON   | L4K 2H3        | (905) 669-2994          |
| CARILLION CONSTRUCTION               | 80 North Queen                     | Toronto    | ON   | M8Z 5Z6        | (416) 233-5811          |
| CDC CONTRACTING                      | 10 Bradwick Drive                  | Concord    | ON   | L4K 2T3        | (905) 738-4303          |
| CG CONSTRUCTION SERVICES LTD.        | 126 Port Rush Trail                | Markham    | ON   | L6L 6K1        | (416) 688-1217          |
| CLEARWAY CONSTRUCTION                | 379 Bowes Road                     | Concord    | ON   | L4K 1J1        | (905) 761-6955          |
| COMER CONSTRUCTION                   | 50 Fernstaff Court,<br>Unit 7      | Concord    | ON   | L4K 3L6        | (905) 660-0022          |
| CON-DRAIN COMPANY (1983)<br>LTD.     | 30 Floral Parkway                  | Concord    | ON   | L4K 4R1        | (905)669-5400           |

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| CON-KER CONSTRUCTION CORP.   | 860 Progress Court                        | Oakville         | ON | L6L 6K1 | (905) 847-8878   |
|--|---|------------------|----|---------|------------------|
| COSCON INC.  | P.O. Box 939,<br>Station B                | Willowdale       | ON | M2K 2T6 | (800) 267-0611   |
| CO-X-CO CONSTRUCTION<br>LIMITED  | 1014 Martin Grove<br>Road                 | Etobicoke        | ON | M9W 4V8 | (416)242-6207    |
| CROWN DRAIN CO. LTD.   | P.O. Box 334                              | Richmond<br>Hill | ON | L4C 4Y6 | (905) 841-2036   |
| CUCCI CONSTRUCTION<br>LIMITED  | 5390-A Ambler<br>Drive                    | Mississauga      | ON | L4W 1G9 | (905) 625-1030   |
| D'ANDREA CONTRACTING<br>CO.  | 1051 Martin Grove<br>Road                 | Rexdale          | ON | M9W 4W6 | (416) 244-4249   |
| D'ORAZIO INFRASTRUCTURE<br>GROUPLTD.                                       | 2787 Brighton Road                        | Oakville         | ON | L6H 6J9 | (905) 829-8777   |
| DIBCO UNDERGROUND<br>LIMITED   | 12805 Coleraine<br>Drive                  | Caledon          | ON | L7E 3B5 | (905) 857-0458   |
| DIRECT UNDERGROUND INC.  | 11244 Keele Street,<br>Unit 4, PO Box 636 | Maple            | ON | L6A 1S5 | (905) 303-9803   |
| DOLENTE CONCRETE &<br>DRAM   | 52 High Meadow<br>Place                   | Toronto          | ON | M9L 2Z5 | (416) 653-6504   |
| DOM-MERIDIAN<br>CONSTRUCTIN LTD.   | 1021 Meyerside<br>Drive, Unit 10          | Mississauga      | ON | L5T 1J6 | (905) 564-5594   |
| DRAINSTAR CONTRACTING<br>LTD.  | 989 Creditstone<br>Road                   | Concord          | ON | L4K 4N7 | (905) 738-9980   |
| DRANCO GROUP INC.  | 1919 Albion Road                          | Rexdale          | ON | M9W 5S8 | (416) 675-2682   |
| DUFFERIN CONSTRUCTION<br>COMPANY A Division of St.<br>Lawrence Cement Inc. | 690 Dorval Drive,<br>Suite 200            | Oakville         | ON | L6K 3W7 | (905) 842-2741   |
| E.R.P. SAVINI CONSTRUCTION<br>CO. LTD.                                     | 22 Creditstone Road                       | Concord          | ON | L4K 1C6 | (905) 669-2399   |
| EARTH BORING COMPANY<br>LTD.   | 1576 Ifield Road                          | Mississauga      | ON | L5H 3W1 | ' (905) 277-9632 |
| F.C.M. CONSTRUCTION<br>LIMITED   | 2401 Royal Windsor<br>Drive               | Oakville         | ON | L6J 7X6 | (905) 339-0990   |
| F.D.M CONTRACTING CO.<br>LTD.  | 34 Guardsman Road                         | Thornhill        | ON | L3T 6L3 | (905) 889-5671   |
| F.R.M CONTRACTING INC.   | 42 Steinway Blvd.,<br>Unit 8              | Etobicoke        | ON | M9W 6Y6 | (416)674-8014    |
| FAGA GROUP   | 137 Langstaff Road<br>East                | Thornhill        | ON | L3T 3M6 | (905) 881-2552   |
| FERNVIEW CONSTRUCTION<br>LIMITED   | P.O. Box 33                               | Bolton           | ON | L7E 5T1 | (905) 794-0132   |

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| FOURWINDS CONSTRUCTION INC.                             | 160 Applewood<br>Crescent, Unit 7           | Concord     | ON | L4K 4H2 | (905)660-7100  |
|---|---|-------------|----|---------|----------------|
| G.C. ROMANO SONS<br>(TORONTO) LTD.                      | 8760 Jane Street                            | Concord     | ON | L4K 2M9 | (905) 669-2396 |
| GORDY'S CONSTRUCTION<br>EXCAVATING LTD.                 | 4895 19 <sup>th</sup> Avenue                | Markham     | ON | L6C 1M3 | (905) 887-5464 |
| HARMONY INFRASTRUCTURE<br>INC.                          | 2798 Thamesgate<br>Drive, Unit #6           | Mississauga | ON | L4T 4E8 | (905) 405-6600 |
| HOLLINGWORTH<br>CONSTRUCTION COMPANY                    | Box 424, 41 Cardico<br>Drive                | Gormley     | ON | LOH 1G0 | (905) 888-9595 |
| JAMES ELLIOTT<br>UNDERGROUND<br>CONSTRUCTION            | R.R. #1                                     | Schomberg   | ON | LOG 1T0 | (905)939-8586  |
| JIMMY MACK & SON<br>CONSTRUCTION LTD.                   | 1638 4 <sup>th</sup> Concession,<br>R.R. #1 | Тгоу        | ON | LOR 2B0 | (519)647-2313  |
| KAPP CONSTRUCTION INC.                                  | 71 Buttermill<br>Avenue                     | Vaughan     | ON | L4K 3X2 | (905) 738-8640 |
| KENCO CONSTRUCTIONLTD.                                  | 34 Stephensbrook<br>Circle                  | Stouffville | ON | L4A 0G4 | (905) 640-9676 |
| KING CROSS CONTRACTING<br>LTD.                          | 12473 Hwy. #50<br>South, P.O. Box 488       | Bolton      | ON | L7E 5T4 | (905) 857-0864 |
| L.J.S. 1997 CONSTRUCTION<br>LIMITED                     | 2565 Burslem Road                           | Mississauga | ON | L5A 2R5 | (905) 276-2641 |
| LANCORP CONSTRUCTION INC.                               | 138 Creditstone<br>Road                     | Concord     | ON | L4K 1P2 | (905) 660-0778 |
| MAIELLA CONTRACTING<br>SEWER & WATERMAIN (1989)<br>LTD. | 3547 Highway 25                             | Oakville    | ON | L6M 4G8 | (905) 825-1940 |
| MARCOTT TUNNELLING INC.                                 | 102 Bales Drive PO<br>Box 93089             | Newmarket   | ON | L3Y 8K3 | (905) 898-4889 |
| MARDAVE CONSTRUCTION (1990) LTD.                        | 48 Millwick Drive                           | North York  | ON | M9L 1Y3 | (416) 741-1044 |
| MAR-KING CONSTRUCTION<br>COMPANY LIMITED                | 77 Villarboit<br>Crescent                   | Concord     | ON | L4K 4K2 | (905) 738-4182 |
| MCNALLY CONSTRUCTION INC.                               | 1855 Barton Street<br>East                  | Hamilton    | ON | L8H 7L8 | (905) 549-6561 |
| BRANCH OFFICE   | 1544 The<br>Queensway                       | Etobicoke   | ON | M8Z 1T5 | (416)252-6321  |
| MEMME EXCAVATION<br>COMPANY LTD.                        | 1315 Shawson Drive                          | Mississauga | ON | L4W 1C4 | (905) 564-7972 |
| NEW ALLIANCE LTD.                                       | 2050 Speers Road,<br>#6                     | Oakville    | ON | L6L 2X8 | (905) 847-8888 |

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| NIRAN CONSTRUCTINON LTD.                 | 333 Humberline                             | Rexdale          | ON | M9W 5X3 | (4 16) 675-6550        |
|--|--|------------------|----|---------|------------------------|
| PACHINO CONSTRUCTION CO.<br>LTD.         | Drive<br>7 Sangster Blvd.<br>P.O. Box 1629 | Stouffville      | ON | L4A 8A4 | ( <b>905)</b> 640-8891 |
| PENNORTH GROUP LTD.                      | 267 Oxford Street                          | Richmond<br>Hill | ON | L4C 7V8 | (905) 237-0581         |
| PENTAD CONSTRUCTION<br>LIMITED           | SO Roysun Road,<br>Unit 10                 | Woodbridge       | ON | L4L 8A8 | ( <b>905)</b> 850-4623 |
| PERAN TUNNELLING LTD.                    | 15 Cardico Drive                           | Gormley          | ON | LON 1G0 | (905) 888-5313         |
| PILEN CONSTRUCTION OF<br>CANADA LTD.     | 22 Cadetta Road                            | Brampton         | ON | L6P 0X4 | ( <b>905)</b> 794-0752 |
| PRINCIPLE SEWER &<br>WATERMAIN CO.       | 9251 Yonge Street,<br>Bldg. 8, Suite 285   | Richmond<br>Hill | ON | L4C 9T3 | (905)889-8444          |
| RABCON CONTRACTORS<br>LTD.               | 63 Smithy Street                           | Markham          | ON | L3P 6M7 | (905)294-0466          |
| RODAN SITE SERVICING                     | 69 Maplecrete Road                         | Concord          | ON | L4K 1A5 | (905)760-7543          |
| RIVIERA SEWER FORMING<br>LTD.            | P.O. Box 105,<br>Station Palgrave          | Caledon          | ON | L7E 3S9 | (905)880-2417          |
| RYMALL CONSTRUCTION INC.                 | 160 Cidermill<br>Avenue, Unit 7            | Concord          | ON | L4K 4K5 | (905) 761-0707         |
| SONS OF SAMARIO                          | 161 Jeanne Drive                           | Woodbridge       | ON | L4L 3K2 | (905) 265-0686         |
| SPINIELLO COMPANIES                      | 370 Bering Avenue                          | Toronto          | ON | M8Z 3A9 | (416) 233-3332         |
| SUB-TERRAIN DIRECTIONAL<br>DRILLING LTD. | 22 Kennedy Lane                            | Gormley          | ON | L0H 1G0 | (416) 881-8112         |
| TACC CONSTRUCTION CO.<br>LTD.            | 270 Chrislea Road                          | Woodbridge       | ON | L4L 8A8 | (905) 856-8500         |
| TECHNICORE UNDERGROUND CORP.             | 102 Bales Drive,<br>P.O. Box 93089         | Newmarket        | ON | L3Y 9K3 | (905) 898-4889         |
| TESTON PIPELINES LTD.                    | 379 Bowes Road                             | Concord          | ON | L4K 1J1 | (905) 761-9767         |
| THE ATLAS CORPORATION                    | 111 Ortona Court                           | Concord          | ON | L4K 3M3 | (905) 669-6825         |
|  | 76 Millwick Drive,<br>Suite 100            | North York       | ON | M9L 1Y3 | (416) 747-1788         |
| TOPSITE CONTRACTING<br>LIMITED           | 117 Corstate<br>Avenue, Unit 1             | Concord          | ON | L4K 4Y2 | (416)798-7238          |
| TRISAN CONSTRUCTION                      | P.O. Box 502                               | Schomberg        | ON | LOG 1T0 | (416)410-3839          |
| UTILITY FORCE INC.                       | 50 Bertal Road                             | Toronto          | ON | M6M 4M4 | (416)256-4151          |
| VALENTINE UNDERGROUND<br>SERVICES LTD.   | 45 <sup>1</sup> -A Atwell Drive            | Rexdale          | ON | M9W 5C4 | (416)674-0901          |
| VIPE CONSTRUCTION LTD.                   | 121 Select Avenue                          | Scarborough      | ON | M1V 4A5 | (416) 298-0060         |

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| WARDEN CONSTRUCTION CO.<br>LTD.    | 4000 Dundas Street<br>West      | Toronto   | ON | M6S 2T7 | (416) 822-0148 |
|------------------------------------|---------------------------------|-----------|----|---------|----------------|
| WARDET LIMITED                     | 345 Wilson Avenue,<br>Suite 302 | Downsview | ON | M3H 5W1 | (416) 633-3020 |
| WASERO CONSTRUCTION<br>(1991) LTD. | 272 Bradwick Drive              | Concord   | ON | L4K 1K8 | (905) 669-3970 |

# APPENDIX A

# LETTER OF UNDERSTANDING #1

Re: 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.

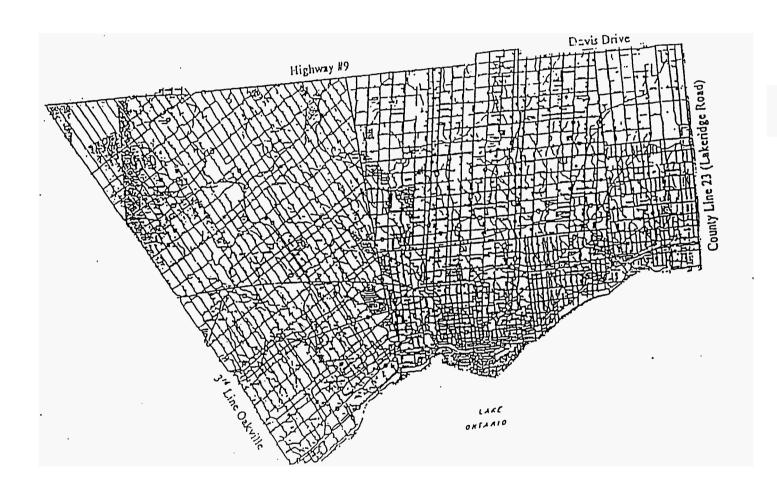
| <b>SIGNED</b> in Toronto this $\mathcal{A}_{F}$ day               | of JULY, 2008.  |
|---|---|
| GREATER TORONTO SEWER AND<br>WATERMAIN CONTRACTORS<br>ASSOCIATION | A COUNCIL OF TRADE UNIONS<br>acting as the representative and agent<br>of Teamsters' Local Union 230; and |
| Dick Coyne  | Universal Workers Union, LIUNA Local 183<br>Durval Terceira, LIUNA Local 183                              |
| Carlo DeClasperis<br>Mike McNally                                 | Daniel Areno ETUNA Local 183<br>Jack Olyuma, LIUNA Local 183  |
| (Signature)   | Joaquim Ferreira, Teamsters' Local 230  |
| (Print Name)  | (Print Name)  |
| (Signature)   | (Signature)   |
| (Print Name)  | (Print Name)  |

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# **APPENDIX B**

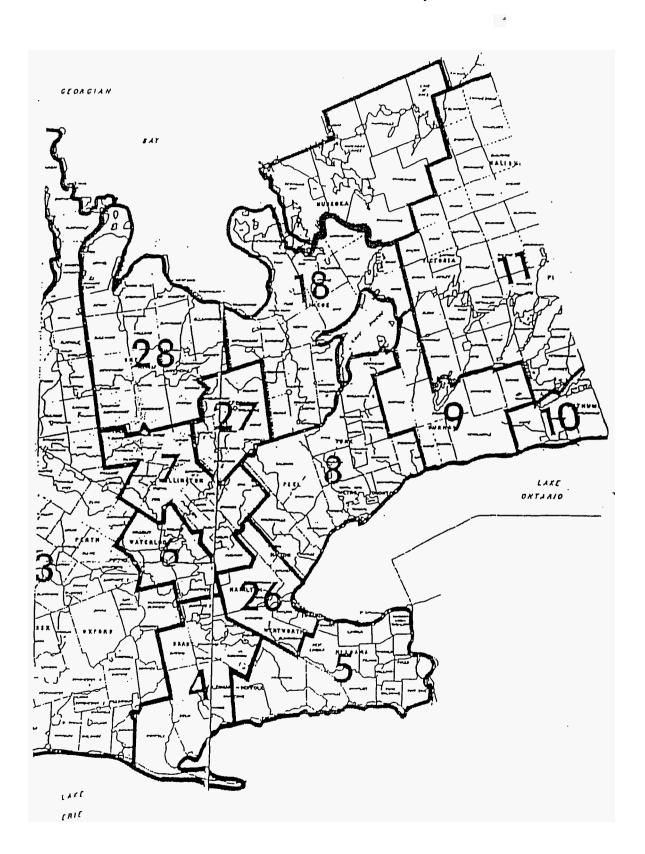
# Map (I)

# Greater Toronto Free Zone



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Map (11) Board Area #8 & Simcoe County



# APPENDIX C

# **LETTER OF UNDERSTANDING #2**

# Re: Reference Clause 26.01: Industry Grading

(A) A Recognition Committee for classification purposes of two (2) 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 2! day of  $\overline{\langle \mathcal{A} | \mathcal{A} \rangle}$ , 2008.

GREATER TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION



A COUNCIL OFTRADE UNIONS acting as the representative and agent of Teamsters' Local Union 230; and Universal Workers Union, LIUNA Local 183

Daniel Avero, LIUNA Local 183

Carlo DeGasperis

Durval Terceira, LIUNA Local 183

| Greater Toronto Sewer and Watermain Collective Agreement |
|--|
|  |
| ////   |
| Mike McNally   |
| iver with with y   |

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(Signature)

(Print Name)

(Signature)

(Print Name)

Page 47 Jack Olivera, LIUNA Local 183 Joaquim Ferreira, Teamsters' Local 230 (Print Name)

(Print Name)

# 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 this Collective Agreement, as well as the **Ontario Labour Relations Act, 1995**.

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.

| <b>SIGNED</b> in Toronto this <u></u> day of <u></u>              | <u>Fuly_, 2008</u> .   |
|---|--|
| GREATER TORONTO SEWER AND<br>WATERMAIN CONTRACTORS<br>ASSOCIATION | A COUNCIL OF TRADE UNIONS<br>acting as the representative and agent<br>of Teamsters' Local Union 230; and<br>orkers <b>Union</b> , LIUNA Local 183 |
| Dick Coyne  | Durval TEr jra, LIUNA  |
| Carlo DeGasperis  | Daviel Art Local 183   |
| Mike McNally  | Jack Oldeira, LIUNA Local 183  |
| (Signature) (Print Name)  | (Print Name)   |
| (Signature)   | (Signature)  |
| (Print Name)  | (Print Name)   |

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# <u>APPENDIX E</u>

# **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 "E' 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 \_\_\_\_\_, 200\_\_\_\_.

| GREATER TORONTO SEWER AND<br>WATERMAIN CONTRACTORS<br>ASSOCIATION | A COUNCIL OF TRADE UNIONS<br>acting as the representative and agent<br>of Teamsters' Local Union 230; and<br>Universal Workers Union, L <u>IUNA Local</u> 183 |
|---|---|
| Dick Coyne  | Durval Torocira, LIUNA Local 183  |
| Carlo DeGasperis  | Daniel Aven, LHUNA Local 183<br>Jack Oliveira, LIUNA Local 183  |
| (Signature)   | Joaquim Ferreira, Teamsters' Local 230  |
| (Print Name)  | (Print Name)  |
| (Signature)   | (Signature)   |
| (Print Name)  | (Print Name)  |

# APPENDIX F

# LETTER **OF** UNDERSTANDING **#5**

# Re: Seniority of Truck Drivers

Dear Sirs:

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

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

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

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

This understanding is applicable to Board Area 8 only.

SIGNED in Toronto this 21 day of  $\overline{-104}$ , 2008.

GREATER TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION

Dick Coyne Carlo DeGasperia Mike McNally

(Signature)

(Print Name)

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

Durval Terseira, LIUNA Local 183 LIUNA Local 183 Dani Jack LIUNA Local 183 rreira. Teamsters' Local 230 Joaquim F (Print Name)

#### (Signature)

.

(Print Name)

(Signature)

(Print Name)

# 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 the 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 <u>21</u> day of <u>July</u>, 200<u>8</u>.

GREATER TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION

Dick Coyne Carlo DeGasper Mike McNally

(Signature)

(Print Name)

(Signature)

(Print Name)

A COUNCIL OF TRADE UNIONS acting as the representative and agent of Teamsters' Local Union 230; and Universal Workers Union, LIUNA Local 183

Durval Terceira, LIUNA Local 183 LIUNA Local 183 Daniel Jack C ra, LIUNA Local 183 Joaquim Herreira, Teamsters' Local 230

(Print Name)

(Signature)

(Print Name)

#### 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 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 <u>21</u> day of <u>JUM</u>, 200<u>8</u>. **GREATER TORONTO SEWER AND** A COUNCIL OF TRADE UNIONS WATERMAIN CONTRACTORS acting as the representative and agent ASSOCIATION of Teamsters' Local Union 230; and Universal-Workers Union, LIUNA Local 183 Dick Coyne JUNA Local-183 Durval Carlo DeGasperi Dan LIUNA Local 183 Mike McNally Jack IUNA-Local 183 (Signature) Joaquim Ferreira, Teamsters Local 230 (Print Name) (Print Name) (Signature) (Signature) (Print Name) (Print Name)

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### APPENDIX I

#### **LETTER OF UNDERSTANDING #8**

# **Re: 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.

| SIGNED in Toronto this <u>21</u> day of <u>J</u>                  | 514,200 <u>8</u> .  |
|---|---|
| GREATER TORONTO SEWER AND<br>WATERMAIN CONTRACTORS<br>ASSOCIATION | A COUNCIL OF TRADE UNIONS<br>acting as the representative and agent<br>of Teamsters'Local Union 230; and<br>(Universal Workers Union, LIUNA Local 183 |
| Dick Coyne  | Durval Terceira, LIUNA Local 183  |
| Carlo DeGasperis  | Daniel Avero, LIUNA Local 183<br>Jack Officira, LIUNA Local 183   |
| (Signature)   | Joaquim Ferreira, Teamsters' Local 230  |
| (Print Name)  | (Print Name)  |
| (Signature)   | (Signature)   |
| (Print Name)  | (Print Name)  |
|   |   |

### APPENDIX J

### **LETTER OF UNDERSTANDING #9**

### **Re: 407 Project Agreement**

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.

| SIGNED in Toronto this $21$ day of $\overline{J}$                 | <u> 2008</u> .  |
|---|---|
| GREATER TORONTO SEWER AND<br>WATERMAIN CONTRACTORS<br>ASSOCIATION | A COUNCIL OF TRADE UNIONS<br>acting as the representative and agent<br>of Teamsters' Local Union 230; and<br>Universal Workers Union. LIUNA Local 183 |
| Carlo DeGasperis  | Danjal Avero, LHUNA-Local 183<br>Jack Ofiveira, LIUNA Local 183   |
| (Signature)<br>(Print Name)                                       | Joaquim Ferreira, Teamsters' Local 230<br>(Print Name)  |
| (Signature)   | (Signature)   |
| (Print Name)  | (Print Name)  |

#### 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")

#### **Re: 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, 1995** (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, 1995 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.

A COUNCIL OF TRADE UNIONS GREATER TORONTO SEWER AND WATERMAIN CONTRACTORS acting as the representative and agent of Teamsters' Local Union 230; and ASSOCIATION Universal Workers Union, LIUNA Local 183 Durval Terceira, LIUNA Local 183 Dick Coyne LAA Local 183 Dank Carlo De IUNA Local 183 Jack like McNally

Greater Toronto Sewer and Watermain Collective Agreement

(Signature)

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(Print Name)

(Signature)

(Print Name)

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Joaquim Ferreira, Teamsters' Local 230 aq im rreira, Teamsters' Local 230

(Print Name)

(Signature)

(Print Name)

Page **58** 

Locals 183/230

May 23, 2002

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

Dear. Mi. 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.

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On these understandings the GTSWCA agreed to the letter.

Yours truly,

Richard J. Charney

C: Mr. Sam Morra, GTSWCA



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2004 - 2007

### APPENDIX L

#### **LETTER OF UNDERSTANDING #11**

BETWEEN:

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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")

#### **Re: 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;

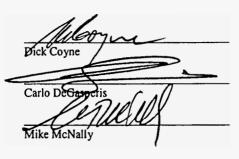
NOW THEREFORE the Council and the Association agree **as** follows:

- 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 regularly 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.

<u>, 200 8</u>. **SIGNED** in Toronto this 2! day of  $5 \lor 4$ 

GREATER TORONTO SEWER **AND** WATERMAIN CONTRACTORS ASSOCIATION



(Signature)

(Print Name)

(Signature)

(Print Name)

A COUNCIL OF TRADE UNIONS acting as the representative and agent of Teamsters' Local Union 230; and Universal Workers Union, LIUNA Local 183

| (+)                                    |
|--|
| Durval Tercetra, LIUNA Local 183       |
|  |
| Danie Avero, LIUNA Local 183           |
|  |
| Jack Olivera, LIUNA Local 183          |
| YD. I.                                 |
| Joaquim Ferreira, Teamsters' Local 230 |
| $ \sum $                               |
| (Print Name)                           |

(Signature)

(Print Name)

#### APPENDIX M

#### LETTER **OF** UNDERSTANDING #12

BETWEEN:

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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")

#### **Re:** 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 the 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 in 7 | Foronto this | 21 | day of _ | Jul | ¥_, | 200 <u>8</u> | _· |
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GREATER TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION

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A COUNCIL OF TRADE UNIONS acting as the representative and agent of Teamsters' Local Union 230; and Universal Workers Union, LIUNA Local 183

Durval Terceira, DHUNA Local 183 Danie HUNA Local 183 vero Jack C LIUNA Local 183 ira. 6 Joaquim Ferreira, Teamsters' Local 230 (Print Name)

(Signature)

(Print Name)

#### APPENDIX N

#### **EXPEDITED ARBITRATION SYSTEM**

#### A. ARBITRATOR

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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 reasonably 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 thereunder;
  - (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 Arbitration 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.

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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 O

#### **CROSSOVER COLLECTIVE AGREEMENTS**

- (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' Union 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 Utilities Contractors' Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated locals.
- (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 certain landscaping contractors in Ontario Labour Relations Board Areas Nos. 8 and 18 and the Union.
- (j) "The Agreement covering Building Restoration and Associated Work", being a collective agreement between certain restoration contractors in Ontario Labour Relations Board Area Nos. 8 and 18 and the Union.
- (k) **"The Bricklaying and Masonry Residential Sector Agreement",** being a collective agreement between the Bricklayers, Masons Independent Union of Canada, Local 1 and the Masonry Contractors' Association of Toronto Inc, or the collective agreement between the Union and various independent masonry contractors.
- (1) "The Marble, Tile, Terrazzo & Cement Masons Agreement", being a collective agreement between various independent tile, terrazzo and cement masons contractors and the Union.

Greater Toronto Sewer mid Watermain Collective Agreement

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- (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.

#### APPENDIX P

#### **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")

### **Re: Union Dues**

With respect to the deduction and remittance of Union dues for Local 183 provided for in Article 3.03, the parties agree as follows:

- 1. Of the working dues deducted and remitted under this Agreement, fifteen cents (\$0.15) may be remitted to the Ontario Provincial District Council of LIUNA after, and provided that:
  - (a) the Organizing Trust Fund, and the OPDC Motions thereto, **are** found to be proper and valid at the conclusion of the Court and other legal proceedings and
  - (b) such remittances and deductions are approved by the members that regularly work under this Agreement in a separate secret ballot vote concerning this specific issue.
- 2. Other than the regular dues which are set by the International Convention of LIUNA, there shall be no increase in the amount of dues and assessments deducted and remitted pursuant to the terms of this Collective Agreement unless such increases are approved by a secret ballot vote of the members normally working under this Collective Agreement.

SIGNED in Toronto this 21 day of  $-1\overline{\nu}/4$ ,  $200\underline{8}$ .

GREATER TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION

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A COUNCIL OF TRADE UNIONS acting as the representative and agent of Teamsters' Local Union **230**; and <u>Universal</u> Workers Union, LIUNA Local 183

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Greater Toronto Sewer and Watermain Collective Agreement

(Signature)

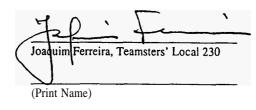
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(Print Name)

(Signature)

(Print Name)



(Signature)

(Print Name)

# APPENDIX Q

#### **LETTER OF UNDERSTANDING #14**

**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")

#### **Re: Industry Development Fund (Local 183)**

The Association and the Union agree to form a sub-committee in order to establish an industry development fund, which shall be managed and/or trusteed by participating employer associations. The sub-committee will be made up of representatives of the Union, the Association and other interested employer associations to review and determine the governance of the fund, its terms of reference and the amount to be contributed per hour, subject to final approval by the Association. It is agreed that if the Union and the Association reach an agreement upon the establishment of the fund, the five cents (\$0.05) per hour allocated to the Tri-Fund under Article 15.01(a)(i) will henceforth be remitted to the Industry Development Fund instead.

It is agreed that one of the issues which will be discussed by the subcommittee will be the ability of the Labourers' Canadian Tri-Fund to make proposals for funding from the Industry Development Fund if and when it becomes established.

SIGNED in Toronto this 21 day of 11, 2008. **GREATER TORONTO SEWER AND** A COUNCIL OF TRADE UNIONS WATERMAIN CONTRACTORS acting as the representative and agent of Teamsters'Local Union 230; and ASSOCIATION Universal-Workers Union, LIUNA Local 183 Durval Terecira, LIUNA Local 183 Carlo DeGasper LIUNALocal 183 Dani LIUNA Local 183 Jack ( Mike McNally lis (Signature) Ferreira, Teamsters' Local 230 Joaq (Print Name) (Print Name)

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(Print Name)

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