

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

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

**- and -**

**A COUNCIL OF TRADE UNIONS ACTING AS THE  
REPRESENTATIVE AND AGENT OF TEAMSTERS' LOCAL UNION 230 AND  
LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

**May 1, 2016 – April 30, 2019**

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LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183  
AND TEAMSTERS' LOCAL UNION 230

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THIS AGREEMENT made and entered into this 1<sup>st</sup> day of May 2016.

B E T W E E N:

**THE GREATER TORONTO SEWER AND WATERMAIN CONTRACTORS ASSOCIATION** on behalf of its Contractor Member Companies listed in Schedule "E" hereto, and all other Employers of Employees on behalf of whom the Association bargains pursuant to its Accreditation Certificates.

(hereinafter called "the Association")

(The Contractor Member Companies listed in Schedule "E", and all other Employers for whom the Association bargains are hereinafter called "the Employer" or "Employers")

OF THE FIRST PART

- and -

**A COUNCIL OF TRADE UNIONS** acting as the representative and agent of Teamsters Local Union 230, and Labourers' International Union of North America, Local 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 *Labour Relations Act*.

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

**NOW THEREFORE** it is agreed as follows:

## **ARTICLE 1 – COUNCIL OF TRADE UNIONS**

1.01 The members of the Council of Trade Unions are:

Teamsters' Local Union 230;

and,

Labourers' International Union of North America, 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 water mains.

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

2.02 In this Agreement, any references to the masculine gender shall include the feminine gender and any references to the feminine gender shall include the masculine gender.

### **ARTICLE 3 – UNION SECURITY AND CHECK-OFF OF UNION DUES**

3.01 All employees shall, when working in a position within the bargaining unit described in Article 2 hereof, be required as a condition of employment to be a member of one of the Unions forming the Council before commencing employment and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement. The Union will not unreasonably withhold membership from anyone who is requested in writing by the Employer.

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

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

#### 3.04 (TEAMSTERS LOCAL 230 ONLY)

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

### ARTICLE 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 workers required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;

- (b) To hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined or disciplinarily demoted without reasonable cause shall be subject to the provisions of the Grievance Procedure;
- (c) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- (d) It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

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

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

**STEP NO. 1:** Within twenty (20) working days after the circumstances giving rise to the grievances occurred or originated (save and except grievances arising out of discharge cases in which case the grievance shall be brought forward within ten (10) days of the

employee being notified of his discharged), save and except grievances involving monetary items as defined in Section 5.03 below, the aggrieved employee with his business representative may present his grievance, which shall be reduced to writing to the Employer. Should no settlement satisfactory to the employee be reached within five (5) full working days, the next step in the grievance procedure may be taken at any time within ten (10) full working days thereafter.

**STEP NO. 2:** The Council grievance committee, if it considers it a valid grievance, may submit the grievance to a committee of the Association and the respective committees shall meet within five (5) working days thereafter in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting and if this grievance is one which concerns the interpretation or alleged violation of the agreement, the grievance may be submitted to arbitration as provided in Article 6 below at any time within twenty (20) working days thereafter but not later, or referred to the Ontario Labour Relations Board for arbitration pursuant to Section 133 of the *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) traveling expenses, room and board allowances, reporting allowances but not including grievances arising out of classification assignment may be brought forward at Step No. 1 within the three (3) months after the circumstances giving rise to the grievance occurred or originated. It is further understood that the adjustment of any such grievance be retroactive to the first day of the alleged violation within the three (3) month period.

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

## **ARTICLE 6 – ARBITRATION**

6.01 The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 5 above and which has not been settled will be referred to a Board of Arbitration at the request of either of the parties hereto.

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

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

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

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

6.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

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

6.08

- (a) The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later steps;
- (b) In determining the time which is allowed in the various steps, Sundays and Statutory Holidays shall be excluded, and any time limits may be extended by agreement and in writing;
- (c) If advantage of the provisions of Article 5 and 6 hereof is not taken within the time limits specified therein or as extended in writing, as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.

## **ARTICLE 7 – MANAGEMENT GRIEVANCES AND COUNCIL GRIEVANCES**

7.01 It is understood that the Association on its own behalf, or on behalf of any of its Member Companies, may file a grievance with the Council and that if such complaint is not settled to the satisfaction for the parties concerned, it may be treated as

a grievance and referred to arbitration in the same way as a grievance of an employee. Such grievance shall be processed at Step No. 2 of the grievance procedure set out in Article 5 hereof.

7.02 A Council grievance, which is defined as an alleged violation of this Agreement, involving all or a number of employees in the bargaining unit, in regard to which a number of employees have signified an intention to grieve or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in writing in the same manner and within the same time limits as in the case of an employee grievance.

Such grievance shall be processed at Step No. 1 of the grievance procedure as set out in Article 5 hereof. If it is not settled, it may go to a Board of Arbitration in the same manner as a grievance of an employee.

## **ARTICLE 8 – HOURS OF WORK, WAGE RATES, ETC.**

8.01 Attached hereto as Schedules “A”, “B”, “C”, “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 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 workers 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 the 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. The Union acknowledges that the 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.

10.03 Neither of the unions on whose behalf this Agreement is entered into shall involve the Employers, or any of them, in any dispute which may arise between the Council of Trade Unions and any other company and the employees of such other company. The

Council further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

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

For subdivision work the subcontractor Clause will apply only to Sewer and Watermain work as covered by this Collective Agreement and road-building work, which includes all work, covered by the Collective Agreement between The Toronto and Area 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 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 "O", then such employer shall abide by and perform such work in accordance with the terms and conditions of the applicable Collective Agreements, including, without limiting the generality of the foregoing, any terms and conditions thereof with respect to contracting or sub-contracting restrictions.

## **ARTICLE 11 – SAFETY, SANITATION AND SHELTERS**

- 11.01(a) On all jobs where more than five (5) employees are continuously employed, shelter (heated when necessary) shall be provided for employees to eat their lunch and store their clothing at the time the job commences. Sanitary toilets shall be provided in accordance with the *Occupational Health and Safety Act*. The facilities referred to herein will be provided before production work commences on the job;
- (b) On all tunnel projects expected to last more than five (5) working days, the Employer shall provide an adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch and store their clothing. It is further agreed that the lunchroom facilities shall be separated by partition from the wash-up area. Hot and cold water, showers (where possible), toilets, towels, and soap shall be available.
- (c) **Compressed Air:** Where employees are required to have their lunch break underground in compressed air, the Employers agree that a proper sanitary lunchroom facility shall be provided, heated when necessary and separate from the work area. Potable water shall be provided at all times. Sanitary toilets shall be provided and shall not be located in or near the lunchroom area.

11.02 The Employers shall supply safety helmets to employees at no cost to the employee. If any employee at termination of employment does not return said helmet, he shall be charged at cost. If the helmet is returned and has been made unwearable through wilful neglect and abuse, the employee shall be charged for the full replacement value.

11.03 It is further agreed that drinking water and paper cups will be provided for employees on all jobs and that washing water will be provided where outlets are available to the Employers. Further, if a trailer is used at the job site for storage of tools and equipment, in addition to use as lunchroom facilities (heated when necessary), the tool storage area will be partitioned off.

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

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

- 11.06(a) When employees are required to perform their duties in wet weather, the Employers agree to supply suitable protective clothing, including quality rubber boots and rain suits, which will be returned to the foreman when the assigned duties are completed. It is understood that this provision does not apply to employees who are required to wear rubber boots in the normal course of their duties;
- (b) On all tunnel projects, when employees are required to perform their duties in wet or abnormal conditions such as water, dust, noise, etc., the Employers agree to provide suitable protective clothing and equipment including quality

rubber boots, rain suits and gloves, which will be returned to the foreman when the assigned duties are completed. It is understood that this provision does not apply to employees who are required to wear rubber boots in the normal course of their duties.

11.07 The Employers shall, at their own expense, furnish to any employee injured in his employment who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.

11.08 An employee who is injured during working hours in a compensable accident and is required to leave for treatment or is sent home because of such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

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

11.10 On projects where the Company provides locked-up facilities for employees to store their tools and clothing as required by Article 11.01, the Company will reimburse an employee up to 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 and implement a mutually acceptable system to document the health and safety training of employees, within twelve (12) months of the effective date of this Agreement.

11.12 No entertainment devices – such as cell phones, Blackberries, iPods, and/or similar devices – shall be used during working hours; nor shall they be turned on, except during lunch breaks, regular work breaks, job-site emergencies, or when prior approval is obtained from the employee's supervisor.

## **ARTICLE 12 – LOCAL 183 ERGONOMICS TRAINING**

### **12.01**

- (a) As a condition of employment, newly hired employees shall be required to attend and complete the ergonomics training course offered by the Labourers' Local 183 Members Training Fund within thirty (30) days of hiring.
  
- (b) On site supervisory personnel of any Employer shall be required to attend and complete the ergonomics training course offered by the Labourers' Local 183 Members Training Fund.
  
- (c) Union Stewards shall be required to attend and complete the ergonomics training course offered by the Labourers' Local 183 Members Training Fund.
  
- (d) The Union shall ensure that in issuing a referral slip under Article 3, the employee has taken the ergonomics training course or that arrangements have been made to comply with (a) hereof.
  
- (e) All of the above training shall not be performed on company time.

## **ARTICLE 13 – LOCAL 183 OCCUPATIONAL & REHABILITATION HEALTH CLINIC**

13.01 The Employer agrees to co-operate with the programs established by the Soft Tissue Rehabilitation Clinic and the Occupational Health Clinic, and, in particular, to require his employees to attend at the Occupational Health Clinic for the requisite testing at least once every three (3) years and further, to notify the Soft Tissue Clinic of any Soft Tissue injury sustained by any of his employees, including the address and telephone

number of such employee, within three (3) days of the Employer being advised that said employee sought medical attention.

#### **ARTICLE 14 – WORK BREAKS AND LUNCH BREAKS**

14.01 Employees will be allowed one work 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 Local 183 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, 2016 – three dollars and forty cents (\$3.40) per hour

Effective May 1, 2017 – three dollars and sixty-five cents (\$3.65) per hour

Effective May 1, 2018 – three dollars and ninety cents (\$3.90) per hour

It is understood that the above-mentioned amounts in Article 15.01 (a) includes 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.

(b) The Employer agrees to pay for each hour worked by each employee represented by Local 183 to the **Local 183 Retiree Benefit Fund** the following sums:

Effective May 1, 2016 – fifty cents (\$0.50) per hour

Effective May 1, 2017 – sixty cents (\$0.60) per hour

Effective May 1, 2018 – seventy cents (\$0.70) per hour

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 **Local 183 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 6, 2013 – ten cents (\$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 15th day of the month following the month for which the payment is due.

#### 15.03 **Local 183 Pension**

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

- (i) Open Cut – Toronto Board Area #8 (Schedule “A”)**  
Effective May 1, 2016 – nine dollars and four cents (\$9.04) per hour  
Effective May 1, 2017 – nine dollars and twenty-four cents (\$9.24) per hour  
Effective May 1, 2018 – nine dollars and fifty-four cents (\$9.54) per hour
- (ii) Tunnel Work (Schedule “B”)**  
Effective May 1, 2016 – nine dollars and twenty-four cents (\$9.24) per hour  
Effective May 1, 2017 – nine dollars and sixty-four cents (\$9.64) per hour  
Effective May 1, 2018 – ten dollars and fourteen cents (\$10.14) per hour
- (iii) Open Cut – Simcoe County (Schedule “C”)**  
Effective May 1, 2016 – seven dollars and twenty-two cents (\$7.22) per hour  
Effective May 1, 2017 – seven dollars and forty-two cents (\$7.42) per hour  
Effective May 1, 2018 – seven dollars and seventy-two cents (\$7.72) per hour.
- (iv) Flushing (Schedule “D”)**  
Effective May 1, 2016 – four dollars and seventy cents (\$4.70) per hour  
Effective May 1, 2017 – four dollars and eighty cents (\$4.80) per hour  
Effective May 1, 2018 – four dollars and ninety cents (\$4.90) per hour
- (v) Water Trades (Schedule “D”)**  
Effective May 1, 2016 – six dollars and sixty cents (\$6.60) per hour  
Effective May 1, 2017 – seven dollars and twenty cents (\$7.20) per hour  
Effective May 1, 2018 – seven dollars and eighty cents (\$7.80) per hour

#### **15.04 LOCAL 183 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 Canada Organizing Fund (CECOF):

Effective May 1, 2010 – twenty-five cents (\$0.25) for each hour worked

Pension and CECOF contributions shall be sent to the Labourers' Pension Fund of Central and Eastern Canada, P.O. Box 9002, Lakeshore West PO, Oakville, Ontario, L6K 0G1. The Employer may remit both these contributions on one (1) monthly cheque.

#### **15.05 LOCAL 183 Promotional Benefits Fund**

The Employer agrees to pay, effective May 6, 2013, \$0.05 cents for each hour worked to the Local 183 Promotional Benefits Fund but nevertheless forwarded to the Members' Benefit Trust Fund for administration purposes.

**15.06 (a) Teamsters' Local 230 Welfare Fund:** 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, 2016 – two dollars and ninety-five cents (\$2.95) per hour;

Effective May 1, 2017 – three dollars and ten cents (\$3.10) per hour;

Effective May 1, 2018 – three dollars and twenty-five cents (\$3.25) per hour.

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 (b) **Teamsters' Local 230 Enhancement Fund:** The Employers agree to pay, for each hour worked by the employees represented in this Agreement by Teamsters Local 230, into Teamsters Local 230 Enhancement Fund the following sums:

Effective May 1, 2015 – thirty cents (\$0.30) for each hour worked

15.07 **Teamsters' Local 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:

(i) **Toronto Board Area #8**

Effective May 1, 2016 – eight dollars and eighty cents (\$8.80) per hour;  
Effective May 1, 2017 – eight dollars and ninety-five cents (\$8.95) per hour;  
Effective May 1, 2018 – nine dollars and ten cents (\$9.10) per hour.

(ii) **Simcoe County**

Effective May 1, 2016 – six dollars (\$6.00) per hour.

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

15.09 It is agreed that by joint agreement the Trustees of the Benefit Funds shall be empowered to charge interest at the rate of two percent (2%) compounded monthly, yielding 26.7% per annum on failure of an Employer to make payment due to the Benefit Funds in accordance with Section 15.06. It is further agreed that by joint agreement of the Council and the Association, interest at the rate of two percent (2%) compounded monthly, yielding 26.7% per annum may be charged on failure of an Employer to make payments due to the Pension Funds in accordance with 15.06.

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

to provide that, with respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty percent (60%) of the Party Associations provided that if the

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

## **ARTICLE 18 – VACATION PAY AND STATUTORY HOLIDAY PAY**

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

It is understood and agreed that five percent (5%) of the gross wages is to be considered in lieu of statutory holiday pay. Payments hereunder to employees in Labourers' classifications shall be made in accordance with Article 18.02 below, and in the case of employees in Teamsters' classifications, payments will be paid weekly.

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

- (a) firstly applied against the administration costs of the Fund;
- (b) secondly applied towards creating a reasonable reserve to be established by the Trustees based on past deficiencies and;
- (c) the balance shall be paid to the Association and the Union on an equal basis annually and pro-rated on the basis of contributions into the Fund made by all sewer and watermain contractors covered by this Collective Agreement.

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

## **ARTICLE 19 – LOCAL 183 MERGER OF VACATION PAY FUNDS**

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

## **ARTICLE 20 – STATUTORY HOLIDAYS**

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

New Year's Day	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.

## **ARTICLE 21 – REPORTING ALLOWANCE**

21.01 An employee who reports for work at the Employers' shop or job site, unless directed not to report the previous day by his Employer, and for whom no work is available due to reasons other than inclement weather, shall receive a minimum of four (4) hours, reporting time and shall remain at other work if required to do so by the foreman.

21.02 An employee who reports for work at the Employer's shop or job site, unless directed not to report, and for whom no work is available due to inclement weather, shall receive a minimum of two (2) hour's reporting time, provided the employee remains on the job for one (1) hour after his designated starting time, if requested to do so by the

foreman. If an employee is directed to work and commences to work, the provisions of Article 21.01 shall apply.

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

## **ARTICLE 22 – PAYMENT OF WAGES**

22.01 Wages shall be paid weekly by either 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, unemployment insurance, pension, etc., where applicable. It is further agreed that an employee's pay slip will show the number of hours worked in each week. In the event that wages are paid by cheque, payday shall be no later than Thursday.

22.02 In the case of layoff, all workers to be laid-off will be notified the day before the layoff where practical; but, in any event, shall receive one (1) hour's notice in advance of the layoff, or pay in lieu of notice.

22.03 Whenever the Employment Insurance "Record of Employment", 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 in the amount of one-hundred dollars (\$100.00) per day or seven-hundred dollars (\$700.00) per week.

23.02 In regard to traveling time in the fringe area, beyond the Greater Toronto Free Zone as defined in Article 23.03, up to a radius of 100 kilometres, the employee will be paid at the rate of fifty-two cents (\$0.52) per road kilometre, one way from the boundary of the free zone, effective May 6, 2013, this rate will increase to fifty-four cents (\$0.54) effective May 1, 2014, and this rate will increase to fifty six cents (\$0.56) effective May 1, 2015. Such payment is in lieu of room and board and is not paid when Company transportation to the job is supplied and straight time to a maximum of one and one-half (1½) hours' pay a day one way from the boundary of the free zone is paid to the employee.

23.03 Effective May 1, 2016 the Greater Toronto Free Zone (see Appendix "B" Map(I)) shall consist of the area within the East and West boundaries of Board Area No. 8 save and except the Eastern Boundary shall follow County Line #23 north in as straight a line as possible north and follow any other roads as necessary, and the northern boundary being the south side of Highway #89 (and all roads contiguous therewith in Board Area No. 18).

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

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

23.06 Effective May 6, 2013, for that part of the City of Toronto south of Bloor Street, west of the Don Valley Parkway, and east of Dufferin Street, if the Employer has not provided a designated parking area for a project and the employee has to pay for public parking,

the Employer shall reimburse such employee ten dollars and fifty-cents (\$10.50) per day, effective May 1, 2014, eleven dollars (\$11.00) and effective May 1, 2015, eleven dollars and fifty-cents (\$11.50) subject to presentation of a valid receipt from the parking provider.

## **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 wilful 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 Toronto and Area Road Builders' Association, the Greater Toronto Sewer and Watermain Contractors' Association, the Heavy Construction Association of Toronto and the Utility Contractors' Association of Ontario, and Labourers' Local 183 for the purpose of exploring the possibilities of finding light work within the industry for injured workers. Any decisions reached by the said joint committee and approved by the Association and Labourers' Local 183, shall be binding upon all Employers bound by this Agreement.

## **ARTICLE 25 – INDUSTRY AND TRAINING**

25.01 (LOCAL 183 ONLY) Each Employer bound by this Agreement adopting in substance but not necessarily in form the terms and conditions herein, effective May 1st, 1998 contribute the sum of forty-nine cents (\$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 15th day of the month following the month for which the payments are due as follows:

- (a) Effective May 1, 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 *Ontario 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, 1998, 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, 1998 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 form by the 15th day of the month following the month for which the payments are due as follows:

- (a) Effective May 1, 1998 the sum of twenty-five cents ( \$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 *Ontario 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.

### **25.03 BUILDING INDUSTRY and LAND DEVELOPMENT ASSOCIATION (“BILD”)**

The Parties agree that given the important and ongoing role that the Building Industry and Land Development Association (“BILD”) 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 BILD, provided that BILD 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 Building Industry and Land Development Association takes steps or positions which are contrary to the interests of the sewer and watermain industry, the Association may give notice to the Council in writing of its desire to terminate these clauses and any such notice shall provide for a termination date of sixty (60) days following the giving of such notice. Upon receiving such notice, the Council may take steps to alleviate the concerns of the Association, the particulars of which should be contained in any such notice. The Council may attempt to convince the Association that its concerns have been met, at which point the Association, in its sole and unquestioned discretion, may rescind its notice. The Association's authority under this paragraph is not to be questioned by any arbitrator and may not be a subject of a grievance.

### **25.04 Training:**

(a) Before commencing employment, each employee must establish to the satisfaction of the Employer that they have completed and hold a valid certification for WHMIS, Working at Heights and Occupational Health and Safety Act (“OHSA”) Awareness and any similar training requirements mandated by the Provincial Government for construction workers pursuant to OHSA.

(b) If an Employer requires an employee to attend training while employed, the Employer shall be responsible for the cost of all such training, if applicable, and the time

spent participating in the training shall be deemed to be time worked and compensated in accordance with the terms of this Collective Agreement, although such time spent in training shall not attract shift premium or overtime.

## **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 ACT, 2000***

28.01 The Trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Council and each member Union of the failure by any Employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order 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 (15th) day of the month following the month in which payment is due. Except in circumstances of a *bona fide* mistake beyond the control of the Employer or in circumstances in which the Employer admits liability and makes the payment following receipt of a grievance, an Employer who fails to submit such payments properly owing by the fifteenth (15th) day of the month following the month for which payment is due, shall be deemed to be in arrears and delinquent. The Employer, in arrears or delinquent, shall pay, as liquidated damages, interest at the rate of two per cent (2%) per month yielding 26.7% per annum on any amounts in arrears.

29.04 In the event that the Employer is deemed to be in arrears as stated in Section 29.03, the employees may refuse to work and shall have the right to picket at any of the projects where the Employer is engaged and the Employer agrees that such refusal to

work or such picketing shall not constitute an unlawful strike or unlawful picketing as the case may be, within the provisions of the *Ontario Labour Relations Act, 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.

### **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 and legislated 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 Craft Worker Apprenticeship Program. Such training shall be provided during work shut-downs, as much as practical. The parties agree to strike a committee, within the first year of this Agreement, to create and implement a mutually acceptable system to monitor/document the training of employees.

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

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

### 32.05 Trainee Requirements

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

Above 1800 hours the full rate will apply.

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

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

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

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

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

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

### **ARTICLE 33 – IDENTIFYING BARGAINING RIGHTS**

33.01 The Council agrees to regularly provide to the Association copies of all OLRB Certificates and Voluntary Recognition Agreements obtained during the term of this Agreement, which relate to the scope of this Agreement.

### **ARTICLE 34 – LETTERS OF UNDERSTANDING**

34.01 It is agreed and understood that all Letters of Understanding attached to this Collective Agreement are incorporated into and form part of this Collective Agreement.

### **ARTICLE 35 – DURATION**


35.01 The term of this Agreement shall be from May 1, 2016 to April 30, 2019; 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, 2019 or in any like period in any third year after. The Parties agree that if this Collective Agreement continues in force after April 30, 2019, in accordance with the terms of this Article and/or in accordance with statute, then the terms and conditions of this Collective Agreement shall automatically be



deemed to be the terms and conditions of the Council's then current standard Sewer and Watermain Collective Agreement.

IN WITNESS WHEREOF the Party of the First Part and the Party of the Second Part have caused their proper Officers to affix their signature this 30<sup>th</sup> day of MARCH, 2017.

ON BEHALF OF:  
GREATER TORONTO SEWER AND  
WATERMAIN CONTRACTORS'  
ASSOCIATION

  
\_\_\_\_\_  
EDDY MARIN

  
\_\_\_\_\_  
CARLO DE GASPERIS

  
\_\_\_\_\_  
JOHN TEAHEN

  
\_\_\_\_\_  
CLAUDIO VINELLI

  
\_\_\_\_\_  
GENE WOODBRIDGE

  
\_\_\_\_\_  
Anthony Di Battista

ON BEHALF OF:  
A COUNCIL OF TRADE UNIONS  
acting as the representative and agent  
of Teamsters' Local Union 230 and  
LIUNA Local 183

  
\_\_\_\_\_  
JACK OLIVEIRA, LIUNA Local 183

  
\_\_\_\_\_  
LUIS CAMARA, LIUNA Local 183

  
\_\_\_\_\_  
PAT SHERIDAN, LIUNA Local 183

  
\_\_\_\_\_  
LEO CAMPIONE, LIUNA Local 183

  
\_\_\_\_\_  
DOMENIC COLANGELO, Teamsters' Local 230

## **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 traveling time to and from the job. Overtime at the rate of time and one half the employee's current hourly rate shall be paid to all employees, except watchmen, for all work performed in excess of ten (10) hours per day.

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

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

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

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

## 2. LOCAL183 WAGES AND CLASSIFICATIONS

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE
Labourers; pumpman (3'' discharge and under); heaterman (up to 5 heaters)	1-May-16	35.68	3.57	3.40	0.50	9.04	0.24	0.10	0.25	0.05	52.83
	1-May-17	36.36	3.64	3.65	0.60	9.24	0.24	0.10	0.25	0.05	54.13
	1-May-18	36.95	3.70	3.90	0.70	9.54	0.24	0.10	0.25	0.05	55.43
Small mixer driver (under 1 yard); dinky motorman; sheeting and shoring man; miner's and driller's helper; powderman's helper; mortarman; sawtooth driver; screedman; puddlers; floatman on concrete; jackhammer man; well-point installer; encasement form setters; signalman; rammax tamper	1-May-16	36.28	3.63	3.40	0.50	9.04	0.24	0.10	0.25	0.05	53.49
	1-May-17	36.96	3.70	3.65	0.60	9.24	0.24	0.10	0.25	0.05	54.79
	1-May-18	37.55	3.76	3.90	0.70	9.54	0.24	0.10	0.25	0.05	56.09
Pipelayers helper; concrete finisher; benchperson; concrete patcher inside pipe; catch basin installer; diamond saw cutter; watermain tapper; precast manhole installer	1-May-16	36.44	3.64	3.40	0.50	9.04	0.24	0.10	0.25	0.05	53.66
	1-May-17	37.12	3.71	3.65	0.60	9.24	0.24	0.10	0.25	0.05	54.96
	1-May-18	37.71	3.77	3.90	0.70	9.54	0.24	0.10	0.25	0.05	56.26
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)	1-May-16	36.68	3.67	3.40	0.50	9.04	0.24	0.10	0.25	0.05	53.93
	1-May-17	37.36	3.74	3.65	0.60	9.24	0.24	0.10	0.25	0.05	55.23
	1-May-18	37.95	3.80	3.90	0.70	9.54	0.24	0.10	0.25	0.05	56.53

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WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	DUES
Pipefitters (including use of laser for pipefitting); manhole and valve chamber carpenter constructor; topman; miners; drillers; shaft sinker timberman; grout-machine man; powerman-blaster; welder	1-May-16	37.68	3.77	3.40	0.50	9.04	0.24	0.10	0.25	0.05	55.03	35
	1-May-17	38.36	3.84	3.65	0.60	9.24	0.24	0.10	0.25	0.05	56.33	35
	1-May-18	38.95	3.90	3.90	0.70	9.54	0.24	0.10	0.25	0.05	57.63	35
Watchperson (for 6 nights duty, 50 hours per week)	1-May-15	1,244.00	-	-	-	-	-	-	-	-	1,244.00	05
Flag person; casual watch person	1-May-16	30.28	3.03	3.40	0.50	9.04	0.24	0.10	0.25	0.05	46.89	35
	1-May-17	30.96	3.10	3.65	0.60	9.24	0.24	0.10	0.25	0.05	48.19	35
	1-May-18	31.55	3.16	3.90	0.70	9.54	0.24	0.10	0.25	0.05	49.49	35

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**NOTE:**

- A. An employee working as a labourer who is required to do casual watching or work as a flagperson on a casual or intermittent basis will not have his rate reduced thereby.
  
- B. Effective May 15, 2010, 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 Two dollars and fifty cents (\$2.50) per hour over the highest rate paid to labourers in such sub-foreman's regular and permanent crew. Effective May 2, 2011, this premium will increase to Three dollars (\$3.00) per hour over the highest rate paid to labourers in such sub-foreman's regular and permanent crew. And, effective May 1, 2012, this premium will increase to Three dollars and fifty cents (\$3.50) per hour over the highest rate paid to labourers in such sub-foreman's regular and permanent crew.
  
- C. A qualified employee shall be paid the rate for the work to which he is assigned.

### 3. TEAMSTERS' LOCAL 230 WAGES AND CLASSIFICATIONS

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

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	PENSION	ENHANCEMENT FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	
								UNION DUES	INDUSTRY FUND
Drivers of Dump Trucks, Pick-up Service Trucks, Bulk Lift Trucks and Farm Tractors without attachments, off Highway Trucks.	1-May-16	36.58	3.66	2.95	8.80	0.30	52.29	98.00	0.25
	1-May-17	37.40	3.74	3.10	8.95	0.30	53.49	101.00	0.25
	1-May-18	38.22	3.82	3.25	9.10	0.30	54.69	103.00	0.25
Fuel Truck Drivers, Load Bearing Boom Truck Drivers and drivers of dump trucks with tag along attachments over 15 tonnes.	1-May-16	36.68	3.67	2.95	8.80	0.30	52.40	99.00	0.25
	1-May-17	37.50	3.75	3.10	8.95	0.30	53.60	101.00	0.25
	1-May-18	38.32	3.83	3.25	9.10	0.30	54.80	103.00	0.25
Float Drivers, custom Mobile Mixer Units, Truck or Trailer- Mounted	1-May-16	36.98	3.70	2.95	8.80	0.30	52.73	99.00	0.25
	1-May-17	37.76	3.78	3.10	8.95	0.30	53.89	101.00	0.25
	1-May-18	38.58	3.86	3.25	9.10	0.30	55.09	103.00	0.25

**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**

Effective May 6, 2013, a shift premium of two dollars and fifty-eight cents (\$2.58), effective May 1, 2014 two dollars and sixty-six cents (\$2.66) and effective May 1, 2015 two dollars and seventy-four cents (\$2.74) per hour, will be paid for all work performed on a second or third shift.

**6. BOX CULVERT PROJECTS**

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

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

## **SCHEDULE "B"**

A SCHEDULE APPLYING TO "TUNNEL WORK" WHICH IS TO BE INTERPRETED TO MEAN A PROJECT CALLED 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 traveling time to and from the job, and excluding work in compressed air where overtime at the rate of time and one half shall be paid for work in excess of nine (9) hours per day. The workweek shall be deemed to commence at 7:00 a.m. Monday. It is agreed and understood that on a three shift operation, the 15th shift may be worked at straight time on a Saturday until 7:00 a.m., provided however, that the applicable shift premium shall be paid. The regular day shift shall be scheduled between the hours of 7:00 a.m. to 5:00 p.m.

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

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

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



## 2. LOCAL183 WAGES AND CLASSIFICATIONS

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIRE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE
Labourers (surface); signalman; deckman (refer to Schedule B, clause 9, below); pumpman (3`); hopperman; heaterman (up to 5 heaters); yard and material men; gauge tender	1-May-16	37.80	3.78	3.40	0.50	9.24	0.24	0.10	0.25	0.05	55.36
	1-May-17	38.30	3.83	3.65	0.60	9.64	0.24	0.10	0.25	0.05	56.66
	1-May-18	38.71	3.87	3.90	0.70	10.14	0.24	0.10	0.25	0.05	57.96
Labourers (underground); mucker; loco driver; trackman; caulker; shaft sinker helper; concrete finisher; concrete worker; carpenter; pit bottom man; scootcrete driver; driller helper; mixer man (under 1 yard)	1-May-16	38.75	3.88	3.40	0.50	9.24	0.24	0.10	0.25	0.05	56.41
	1-May-17	39.25	3.93	3.65	0.60	9.64	0.24	0.10	0.25	0.05	57.71
	1-May-18	39.66	3.97	3.90	0.70	10.14	0.24	0.10	0.25	0.05	59.01
Locktender	1-May-16	39.10	3.91	3.40	0.50	9.24	0.24	0.10	0.25	0.05	56.79
	1-May-17	39.60	3.96	3.65	0.60	9.64	0.24	0.10	0.25	0.05	58.09
	1-May-18	40.01	4.00	3.90	0.70	10.14	0.24	0.10	0.25	0.05	59.39

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WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	DUES
Miner; driller; diamond driller; timberman; jackleg man; mucking machine driver; shaft sinker; pipe jacker; slush driver; wagon driller (underground); cole cutter driver; powderman-blaster; lead concrete man; all labourers on pile driver operations; miner for caisson and underpinning; manhole carpenter; operators of air spades and jackhammer at the face; shotcrete; nozzle man and concrete pump; reinforcing rod placer; cement mason; welder; shotcrete man; stoperman; augerman; carpenter	1-May-16	39.75	3.98	3.40	0.50	9.24	0.24	0.10	0.25	0.05	57.51	
	1-May-17	40.25	4.03	3.65	0.60	9.64	0.24	0.10	0.25	0.05	58.81	
	1-May-18	40.66	4.07	3.90	0.70	10.14	0.24	0.10	0.25	0.05	60.11	
Lead Miner; tunnel shield, mole and similar equipment drivers; working foreman	1-May-16	40.75	4.08	3.40	0.50	9.24	0.24	0.10	0.25	0.05	58.61	
	1-May-17	41.25	4.13	3.65	0.60	9.64	0.24	0.10	0.25	0.05	59.91	
	1-May-18	41.66	4.17	3.90	0.70	10.14	0.24	0.10	0.25	0.05	61.21	
Watchperson (for 6 nights duty, 50 hours per week)	1-May-15	1,244.00	-	-	-	-	-	-	-	-	1,244.00	

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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' LOCAL 230 WAGES AND CLASSIFICATIONS

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

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	PENSION	ENHANCEMENT FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		EMPLOYER TOTAL COST
								UNION DUES	INDUSTRY FUND	
Drivers of Dump Trucks, Pick-up Service Trucks, Bulk Lift Trucks and Farm Tractors without attachments.	1-May-16	37.09	3.71	2.95	8.80	0.30	52.85	100.00	0.25	53.10
	1-May-17	37.90	3.80	3.10	8.95	0.30	54.05	102.00	0.25	54.30
	1-May-18	38.71	3.89	3.25	9.10	0.30	55.25	104.00	0.25	55.50
Fuel Truck Drivers,	1-May-16	37.19	3.72	2.95	8.80	0.30	52.96	100.00	0.25	53.21
	1-May-17	38.00	3.80	3.10	8.95	0.30	54.15	102.00	0.25	54.40
	1-May-18	38.81	3.89	3.25	9.10	0.30	55.35	104.00	0.25	55.60

4. **MAINTENANCE OF EXISTING RATES**

It is agreed that no employee covered by this Agreement shall receive a reduction in his rate of wages through the introduction of this Schedule.

5. **PREMIUM RATES AND CONDITIONS IN COMPRESSED AIR**

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

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

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

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

(d) **Hot Beverages**

- (i) The Employer shall, at his own expense, supply sugar and hot beverages for employees working in compressed air during rest periods;
- (ii) Containers and cups for the beverages required as outlined above shall be maintained in a clean and sanitary condition and kept stored in a closed container.

**6. SHIFT PREMIUM**

Effective May 6, 2013, a shift premium of three dollars and nine cents (\$3.09), effective May 1, 2014 three dollars and eighteen cents (\$3.18) and, effective May 1, 2015 three dollars and twenty-eight cents (\$3.28) 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 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, traveling expense, welfare and pension contributions.

9. **DECKMAN**

It is agreed by the parties hereto that on all tunnel projects there shall be a member of Labourers' Union Local 183 at the top of the shaft employed as a "Deckman" when work is in progress. One (1) "Deckman" shall move from Classification 2.1 to Classification 2.2 once "mining" commences on a given tunnel project.

## **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. LOCAL 183 WAGES AND CLASSIFICATIONS

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	PACKAGE
Labourers; pumpman (3" discharge and under); heaterman (up to 5 heaters)	1-May-16	24.73	2.47	3.40	0.50	7.22	0.24	0.10	0.25	0.05	38
	1-May-17	25.41	2.54	3.65	0.60	7.42	0.24	0.10	0.25	0.05	40
	1-May-18	26.00	2.60	3.90	0.70	7.72	0.24	0.10	0.25	0.05	41
Small mixer driver (under 1 yard); dinky motorman; sheeting and shoring man; miner's and driller's helper; powderman's helper; mortarman; scootcrete driver; screedman; puddlers; floatman on concrete; jackhammer man; well-point installer; encasement form setters; signalman; rammax tamper or similar remote controlled equipment requiring an employee to direct such equipment; calfdozer operator, small trencher up to 36" post hole auger; fence installers; depth; mini skid steer loaders and similar small equipment; hydraulic boom truck (8 tons and under); nozzle operator on gunnitting and sandblasting operations; all machine driven tools by gas and air; wire mesh installers	1-May-16	25.40	2.54	3.40	0.50	7.22	0.24	0.10	0.25	0.05	39
	1-May-17	26.08	2.61	3.65	0.60	7.42	0.24	0.10	0.25	0.05	41
	1-May-18	26.67	2.67	3.90	0.70	7.72	0.24	0.10	0.25	0.05	42
Pipelayers helper; concrete finisher; concrete patcher inside pipe; catch basin installer; diamond saw cutter; watermain tapper; precast manhole installer	1-May-16	25.73	2.57	3.40	0.50	7.22	0.24	0.10	0.25	0.05	40
	1-May-17	26.41	2.64	3.65	0.60	7.42	0.24	0.10	0.25	0.05	41
	1-May-18	27.00	2.70	3.90	0.70	7.72	0.24	0.10	0.25	0.05	42

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WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIRE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOP	PROMO. FUND	TOTAL PACKAGE
Caulker (cast iron, tile, concrete, asbestos, cement, plastic, etc.); wagon driller and box sewer carpenter; form setter; reinforcing man and fusion welder (subject to paragraph 6 below)	1-May-16	25.97	2.60	3.40	0.50	7.22	0.24	0.10	0.25	0.05	40.33
	1-May-17	26.65	2.67	3.65	0.60	7.42	0.24	0.10	0.25	0.05	41.63
	1-May-18	27.25	2.72	3.90	0.70	7.72	0.24	0.10	0.25	0.05	42.93
Pipelayers (including use of laser for pipelaying); manhole and valve chamber carpenter; topman; miners; drillers; shaft sinker timberman; grout-machine man; powderman-blaster; welder	1-May-16	26.73	2.67	3.40	0.50	7.22	0.24	0.10	0.25	0.05	41.16
	1-May-17	27.41	2.74	3.65	0.60	7.42	0.24	0.10	0.25	0.05	42.46
	1-May-18	28.00	2.80	3.90	0.70	7.72	0.24	0.10	0.25	0.05	43.76
Watchman (for 6 nights duty, 50 hours per week)	1-May-15	959.30	-	-	-	-	-	-	-	-	959.30
Flag person; casual watchperson	1-May-16	21.73	2.17	3.40	0.50	7.22	0.24	0.10	0.25	0.05	35.66
	1-May-17	22.41	2.24	3.65	0.60	7.42	0.24	0.10	0.25	0.05	36.96
	1-May-18	23.00	2.30	3.90	0.70	7.72	0.24	0.10	0.25	0.05	38.26

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3.

**TEAMSTERS' LOCAL 230 WAGES AND CLASSIFICATIONS**

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

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY – 10%	WELFARE	PENSION	ENHANCEMENT FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	
								UNION DUES	FUND
Drivers of Dump Trucks, Pick-up Service Trucks, Bulk Lift Trucks and Farm Tractors without attachments, off Highway Trucks.	1-May-16	25.68	2.57	2.95	6.00	0.30	37.50	71.00	0
	1-May-17	26.45	2.65	3.10	6.00	0.30	38.50	73.00	0
	1-May-18	27.23	2.72	3.25	6.00	0.30	39.50	75.00	0
Fuel Truck Drivers, Load Bearing Boom Truck Drivers and drivers of dump trucks with tag along attachments over 15 tonnes.	1-May-16	24.57	2.46	2.95	6.00	0.30	36.28	68.00	0
	1-May-17	25.35	2.53	3.10	6.00	0.30	37.28	70.00	0
	1-May-18	26.12	2.61	3.25	6.00	0.30	38.28	72.00	0
Float Drivers, custom Mobile Mixer Units, Truck or Trailer- Mounted	1-May-16	24.82	2.48	2.95	6.00	0.30	36.55	69.00	0
	1-May-17	25.60	2.56	3.10	6.00	0.30	37.55	71.00	0
	1-May-18	26.36	2.64	3.25	6.00	0.30	38.55	73.00	0

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#### **4. TRAVEL TIME – OUT-OF-TOWN ALLOWANCE**

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

In regard to traveling time in the fringe area, beyond the 50 kilometre radius up to a radius of 100 kilometres, the employee will be paid at the rate of forty-six cents (\$0.46) effective May 6, 2013, forty-seven cents (\$0.47), effective May 1, 2014 and forty-eight cents (\$0.48) effective May 1, 2015 per road kilometre one way from the Town Hall in the Employer's home base area to the job site. Such payment is in lieu of room and board and is not paid when company transportation to the job is supplied and straight time to a maximum of one and one half (1½) hours pay a day one way is paid to the employee.

#### **5. SHIFT PREMIUM**

Effective May 6, 2013 a shift premium of two dollars and six cents (\$2.06), effective May 1, 2014 two dollars and twelve cents (\$2.12) and effective May 1, 2015 two dollars and eighteen cents (\$2.18) per hour will be paid for all work performed on a second or third shift.

#### **6. SIMCOE COUNTY SUB-CONTRACT CLAUSE**

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

#### **7. REGULAR EMPLOYEES**

Notwithstanding the terms and conditions set out in this Schedule "C" to the Collective Agreement, the Employer agrees to apply all terms and conditions of the

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

## **SCHEDULE "D"**

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

#### **Preamble**

1. The parties acknowledge that the competitiveness of that portion of the industry covered by Schedule "D" in both this Collective Agreement and the corresponding provisions in the Collective Agreement between the Association and the International Union of Operating Engineers, Local 793 ("Local 793 Agreement") is of critical importance to the parties and the industry and depends upon a level playing field being established and maintained throughout this sector.
2. The parties agree that it is therefore important to ensure that all contractors bound to this Collective Agreement comply strictly with these provisions.
3. Upon ratification of this Collective Agreement, the Union agrees that it will continue to take reasonable steps to ensure that Employers covered by this Schedule "D" are compliant with the provisions of this Collective Agreement including Schedule "D".
4. The Association agrees to assist the Union in its efforts at enforcement including, without limitation, facilitating the provision of relevant information and, where appropriate, providing support to the Union at arbitration.
5. In addition, the parties recognize the importance of organizing those contractors who perform this type of work who are not currently bound to this Collective Agreement. To that end, the Union agrees that it will take reasonable steps to organize the employees of Employers performing work within the scope of Schedule "D".
6. While the Association cannot provide monetary or other support for such organizing efforts, the Association will, directly or through Employers whom it

represents in collective bargaining, endeavour to provide information to the Union with a view to providing the Union with an opportunity to organize.

7. Further, the Association recognizes the importance of ensuring that there is a level playing field between those contractors who perform works that falls within the scope of Schedule "D" bound to this Collective Agreement and those bound the Local 793 Agreement. To that end, the Association agrees that it will take all reasonable steps (including pursuing grievances, unfair labour practice complaints or other litigation, where appropriate) to ensure that Local 793 enforces the Local 793 Agreement.

8. Local 183 agrees that in order to assist the Association in meeting its obligation under paragraph 7, it will notify the Association upon learning of any contractors bound to the Local 793 Agreement who are not complying with the terms of the Local 793 Agreement and provide any relevant information or support.

9. The parties agree that the provisions of this "Preamble" form part of the Collective Agreement and are enforceable as such.

## **1. APPLICATION**

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

(b) 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. No employee will suffer a reduction on wages.

(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 air and/or water for vacuum removal of soil) which is to be covered under Schedules “A” or “C” as applicable.

(e) It is agreed that no employee covered by this Agreement shall receive a reduction in his rate of wage through the operation of this Schedule, and specifically paragraph 1(c) above.



## 2. WAGES AND CLASSIFICATIONS

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	EN DED
Helper	1-May-16	22.34	2.23	2.65	0.30	4.70	0.24	0.10	0.25	0.05	32.86	3%	
	1-May-17	23.11	2.31	2.90	0.40	4.80	0.24	0.10	0.25	0.05	34.16	3%	
	1-May-18	23.88	2.39	3.15	0.50	4.90	0.24	0.10	0.25	0.05	35.46	3%	
Boiler Tradesperson	1-May-16	22.84	2.28	2.65	0.30	4.70	0.24	0.10	0.25	0.05	33.41	3%	
	1-May-17	23.61	2.36	2.90	0.40	4.80	0.24	0.10	0.25	0.05	34.71	3%	
	1-May-18	24.38	2.44	3.15	0.50	4.90	0.24	0.10	0.25	0.05	36.01	3%	
CCTV, Combo, Flusher, CIPP and Spot Repair Tradesperson	1-May-16	25.09	2.51	2.65	0.30	4.70	0.24	0.10	0.25	0.05	35.89	3%	
	1-May-17	25.86	2.59	2.90	0.40	4.80	0.24	0.10	0.25	0.05	37.19	3%	
	1-May-18	26.64	2.66	3.15	0.50	4.90	0.24	0.10	0.25	0.05	38.49	3%	
Cutter, Grout Tradesperson	1-May-16	27.09	2.71	2.65	0.30	4.70	0.24	0.10	0.25	0.05	38.09	3%	
	1-May-17	27.86	2.79	2.90	0.40	4.80	0.24	0.10	0.25	0.05	39.39	3%	
	1-May-18	28.64	2.86	3.15	0.50	4.90	0.24	0.10	0.25	0.05	40.69	3%	

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E. & O.E.*

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EF
												DE
Hydro Excavation Tradesperson (Schedule A)	1-May-16	33.62	3.36	3.40	0.50	9.04	0.24	0.10	0.25	0.05	50.56	3%
	1-May-17	34.30	3.43	3.65	0.60	9.24	0.24	0.10	0.25	0.05	51.86	3%
	1-May-18	34.89	3.49	3.90	0.70	9.54	0.24	0.10	0.25	0.05	53.16	3%

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EF
												DE
Hydro Excavation Tradesperson (Schedule C)	1-May-16	24.32	2.43	3.40	0.50	7.22	0.24	0.10	0.25	0.05	38.51	3%
	1-May-17	25.00	2.50	3.65	0.60	7.42	0.24	0.10	0.25	0.05	39.81	3%
	1-May-18	25.59	2.56	3.90	0.70	7.72	0.24	0.10	0.25	0.05	41.11	3%

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**Notes:**

**(1) Probationary Period:** The rate for these employees during their probation period, being the initial 120 calendar days of employment for all classifications, shall be at the rates set out above less \$0.75.

**(2) Drivers' Licences:**

- (a)** Combo, Flusher, Grout, CIPP, Spot Repair, Hydro Excavation Tradesperson must hold a valid DZ or AZ or AZ/ARZ Driver's Licence.
- (b)** All other Helpers, Tradespersons, Water Operators must hold a valid G Licence.

## Water Trades\* Classifications

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	
												WORKING DUES	OPDC - EMPLOYEE
Probationary	1-May-16	20.61	2.06	2.65	0.30	6.60	0.24	0.10	0.25	0.05	32.86	3%	0.15
	1-May-17	20.93	2.09	2.90	0.40	7.20	0.24	0.10	0.25	0.05	34.16	3%	0.15
	1-May-18	21.25	2.12	3.15	0.50	7.80	0.24	0.10	0.25	0.05	35.46	3%	0.15
Water Operator in Training 1	1-May-16	22.86	2.29	2.65	0.30	6.60	0.24	0.10	0.25	0.05	35.34	3%	0.15
	1-May-17	23.18	2.32	2.90	0.40	7.20	0.24	0.10	0.25	0.05	36.64	3%	0.15
	1-May-18	23.50	2.35	3.15	0.50	7.80	0.24	0.10	0.25	0.05	37.94	3%	0.15
Water Operator in Training 2	1-May-16	28.31	2.83	2.65	0.30	6.60	0.24	0.10	0.25	0.05	41.33	3%	0.15
	1-May-17	28.63	2.86	2.90	0.40	7.20	0.24	0.10	0.25	0.05	42.63	3%	0.15
	1-May-18	28.95	2.89	3.15	0.50	7.80	0.24	0.10	0.25	0.05	43.93	3%	0.15
Class 1 Water Operator	1-May-16	35.86	3.59	2.65	0.30	6.60	0.24	0.10	0.25	0.05	49.64	3%	0.15
	1-May-17	36.18	3.62	2.90	0.40	7.20	0.24	0.10	0.25	0.05	50.94	3%	0.15
	1-May-18	36.50	3.65	3.15	0.50	7.80	0.24	0.10	0.25	0.05	52.24	3%	0.15

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\* **Clarification:** See Letter of Understanding “Q” regarding Water Trades.

### **Water Trades Classification Definitions:**

- a) Probationary Operator-in-Training:** Has successfully completed Grade 12 in Ontario, or possesses equivalent educational qualifications and has completed less than 600 hours of valid working operating experience.
- b) Operator-in-Training 1:** Has successfully obtained the Operator-in-Training Certificate and has completed more than 600 hours and less than 1200 hours of valid working operating experience.
- c) Operator-in-Training 2:** Has successfully obtained the Operator-in-Training Certificate and has completed more than 1200 hours and less than 1800 hours of valid working operating experience.
- d) Class 1 Water Operator:** Has successfully obtained the Class 1 Water Operator Certificate and has completed 1800 hours of valid working operating experience.
- e) Drinking Water Operator / Water Analyst:** The Ministry of the Environment Drinking Water Operator hours / Water Analyst certification requirements come under Schedule 2 “Qualifications for Water Operator Certificates” to Ontario Regulation 128/04 “Certification of Drinking Water Systems Operators and Water Quality Analysis” of the *Safe Drinking Water Act, 2002*, as amended, as well as under the Ministry of the Environment Guideline No. 3.4. These are subject to change at any time. It is the intention of the parties that the classifications conform to the regulatory requirements.

### **3. PAYMENTS**

(a) Pay for employees performing “On Call Duty” shall be based on one-Hundred and eight dollars and twenty-five (\$180.25) effective May 6, 2013, one hundred and eighty-five dollars and sixty-six cents (\$185.66), effective May 1, 2014, one hundred and ninety-one dollars and twenty-three cents (\$191.23) effective May 1, 2015 per seven-day week. The Employer must designate “On Call Duty” in writing.

- (b) (i) 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.

- (ii) When an employee has worked the day, and is asked by the Employer to be "On Call" for night hours, the employee shall be paid \$51.50 effective May 6, 2013, \$53.05 effective May 1, 2014 and \$54.64 effective May 1, 2015 per night for such "On Call" standby. If the employee is called in, Overtime provisions apply.
- (c) The Employer will schedule an On-Call Crew that will stand by, from Monday to Monday, from 6 pm until 6 am; and, employees will be scheduled to be on the On-Call Crew on a rotating basis. If, on any given rotation, one of the employees is unavailable, the Employer can select an employee in reverse order of length of service to serve on the On-Call Crew.
- (d) Pay for employees performing "On-Call Duty" on December 25<sup>th</sup> and/or January 1<sup>st</sup> shall be an additional \$25 to the base pay of one hundred and eighty dollars and twenty-five cents (\$180.25) effective May 6, 2013, one hundred and eighty-five dollars and sixty-six cents (\$185.66) effective May 1, 2014 and one hundred and ninety-one dollars and twenty-three cents (\$191.23) effective May 1, 2015 per seven-day week, as set out in subsection (a) herein. The Employer must designate on call duty in writing.
- (e) **Working Foreman:** The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/are employed as a Working Foreman, those employees will receive a premium of a minimum of two dollars (\$2.00) per hour more than the highest rate of all employees on the crew.

#### **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 (1½) 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) or ten (10) hours in a day (not including travel time).

(c) Subject to article 4.04 of this Schedule "D", employees shall be paid one and one-half (1 ½) time their regular straight time rate of pay for all hours worked on Saturdays and Sundays (not including travel time).

(d) Scheduled overtime opportunities will be offered to any 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.

(e) 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.

(f) The provisions of article 4.01(d) 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.

- (g) After twelve (12) hours of time worked, excluding travel time, a meal allowance in the amount of fifteen dollars and forty-five cents (\$15.45) effective May 6, 2013, fifteen dollars and ninety-one cents (\$15.91) effective May 1, 2014 and sixteen dollars and thirty-nine cents (\$16.39) effective May 1, 2015 per day will be paid for jobs that are at least 110 km from the Employer's premises as directed by the Employer.

**4.02 Night Shift:** 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 a premium of two dollars and six cents (\$2.06) per hour effective May 6, 2013, two dollars and twelve cents (\$2.12) per hour effective May 1, 2014 and two dollars and eighteen cents (\$2.18) per hour effective May 1, 2015. 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.

**4.04 (a)** Where the Employer schedules a regular shift starting after 6:00 p.m., the regular shift hours worked starting on the Friday evening and finishing on the Saturday morning are not paid time and one-half (1 ½) premium under Article 4.01 (c) of this Schedule "D". Hours worked beyond the regular shift hours on the Saturday morning shall be paid the Saturday premium.

(b) Where three (3) shifts are working involving payment of Saturday or Sunday overtime under the provisions of this Agreement, it is agreed that shift premium where applicable, will be paid in addition to overtime. It is further agreed and understood that on a two (2) or three (3) shift operation or shifts starting after 6:00 p.m., the tenth (10<sup>th</sup>) or fifteenth (15<sup>th</sup>) shift as the case may be, may be worked at



straight time on Saturday until 7:00 a.m. provided, however, that the shift premium shall be paid.

## **5. OUT-OF-TOWN ALLOWANCE**

5.01 It is understood and agreed that if the Employer requires an employee to be out of town overnight, the Employer will supply a suitable room (2 workers per room) and an allowance of forty-six dollars and thirty-five cents (\$46.35) effective May 6, 2013, forty-seven dollars and seventy-four cents (\$47.74) effective May 1, 2014 and forty-nine dollars and seventeen cents (\$49.17) effective May 1, 2015 for each day away; such allowance to be thirty-six dollars and five cents (\$36.05) effective May 6, 2013, thirty-seven dollars thirteen cents (\$37.13) effective May 1, 2014 and thirty-eight dollars and twenty-four cents (\$38.24) effective May 1, 2015 and for the day outbound, and twenty-five dollars and seventy-five cents (\$25.75) effective May 6, 2013, twenty-six dollars and fifty-two cents (\$26.52) effective May 1, 2014 and twenty-seven dollars and thirty-one cents (\$27.31) effective May 1, 2015 for the day inbound.

## **6. PROBATION**

6.01 The employees covered by this Agreement who have completed their Probationary Period, and as a condition of continued employment, shall become members in good standing of the Union or a Local Union.

6.02 (a) All employees hired through the Union or Local Union shall present to the Employer, a referral slip from the Union or Local Union prior to commencing employment. All new employees shall be subject to the Probationary Period identified in this Article.

(b) Until a probationary employee completes the Probationary Period of one-hundred-twenty (120) calendar days, or 1200 hours of active employment, his name shall not appear on any service list, and no grievance may be filed by a probationary employee respecting his termination. The termination of a

probationary employee does not constitute a difference between the parties. The employment of a probationary employee may be terminated for any reason, at the sole and unquestioned discretion of the Employer, including, without limitation, unsuitability, subject only to the employee clearly demonstrating a violation of the *Human Rights Code*.

(c) A probationary employee is not required to become a member of the Union or a Local Union until he has successfully completed the Probationary Period. Notwithstanding this fact, a probationary employee will be subject to the Dues Check-off as provided for in this Agreement from the commencement of employment.

(d) Notwithstanding that a probationary employee is not required to become a member of the Union or a Local Union until after the successful completion of the Probationary Period, the Union or Local Union Initiation Fee (if any) will be deducted in equal instalments over a six (6) month period, beginning with the first month of employment. Should the probationary employee be unsuccessful in completing his Probationary Period, any instalment(s) deducted on account of his Initiation Fee shall be returned to him. Otherwise, the amount of the instalment(s) deducted shall be remitted to the Union or a Local Union within fifteen (15) days of the date the probationary employee successfully completes his Probationary Period. After that, deductions will continue until the end of the six (6) month period with remittances to the union or a Local Union to be made by the Employer by the fifteenth (15<sup>th</sup>) of the month following the month in which the deduction was made. Working Dues go to the Local for the duration of the Probationary Period.

6.03 The Union must be notified in writing of the hiring of a probationary employee, including his name, address and Social Insurance Number ("SIN").

6.04 It is agreed that the Employer has the right to hire one (1) Probationary worker per three (3) employees in the Local 183 portion of the bargaining unit; with a maximum of one such probationary employee per Company.

## SCHEDULE "E"

### LIST OF CONTRACTOR MEMBERS (EMPLOYERS)

**Association Status: Association Member**

C.M. Di Pede Group Limited	1111 Creditstone Road	Concord	ON	L4K 4N7
Coscon Inc.	P.O. Box 939 Station B	Willowdale	ON	M2K 2T6
Cucci Construction Limited	5390-A Ambler Drive	Mississauga	ON	L4W 1G9
D.I. Construction Co. Inc.	1021 Meyerside Drive Unit 10	Mississauga	ON	L5T 1J6
Dranco Construction Limited	1919 Albion Road	Etobicoke	ON	M9W 5S8
Faga Group	137 Langstaff Road East	Thornhill	ON	L3T 3M6
G.C. Romano Sons (Toronto) Ltd.	116 Corstate Avenue Unit A	Vaughan	ON	L4K 4X2
L.J.S. 1997 Construction Ltd.	2565 Burslem Road	Mississauga	ON	L5A 2R5
McNally Construction Inc. (Branch)	1544 The Queensway	Etobicoke	ON	M8Z 1T5
Riviera Sewer Forming Ltd.	P.O. Box 105 Station Palgrave	Caledon	ON	L7E 3S9
Rodan Site Servicing Ltd.	69 Maplecrete Road	Concord	ON	L4K 1A5
Spiniello Companies	370 Bering Avenue	Toronto	ON	M8Z 3A9
Teston Pipelines Ltd.	379 Bowes Road	Concord	ON	L4K 1J1
The Atlas Corporation/The Atlas Dewatering Corporation	111 Ortona Court	Concord	ON	L4K 3M3
Valentine Underground Services Ltd.	451-A Attwell Drive	Rexdale	ON	M9W 5C4
Wardet Limited	345 Wilson Avenue Suite 302	Toronto	ON	M3H 5W1
614128 Ontario Ltd. O/A Trisan Construction	P.O. Box 502	Schomberg	ON	LOG 1T0
Aecon Construction & Materials/Aecon Utilities	20 Carlson Court Suite 800	Toronto	ON	M9W 7K6
Aqua-Tech Dewatering Company Inc.	69 Connie Crescent	Concord	ON	L4K 1L3
Armagh Contractors Limited	107 Winchester Street	Toronto	ON	M4X 1B3
Atlas Dewatering Corporation	111 Ortona Court	Concord	ON	L4K 3M3
Bar-Quip Construction Limited	255 Spinnaker Way Unit 10	Concord	ON	L4K 4J1
Bess-Con Construction Ltd.	257 Deerhurst Drive	Brampton	ON	L6T 5K3
C & M McNally Engineering Inc.	4380 South Service Road Unit 1	Burlington	ON	L7L 5Y6
C.D.C. Contracting	10 Bradwick Drive Unit 1	Concord	ON	L4K 2T3
Calder Hill Contracting Ltd.	8 Cedar Avenue	Thornhill	ON	L3T 3V9
Carillion Construction/Carillion Canada Inc.	7077 Keele Street 4th Floor	Concord	ON	L4K 0B6
CG Construction Services Ltd.	9700 Ninth Line	Markham	ON	L6B 1A8
Clearway Construction Inc.	379 Bowes Road	Concord	ON	L4K 1J1
CO X CO Construction Limited	1014 Martingrove Road	Etobicoke	ON	M9W 4V8
Comer Construction / 332573 Ontario	50 Femstaff Court Unit 7	Concord	ON	L4K 3L6
Con-Drain Company (1983) Ltd.	30 Floral Parkway	Concord	ON	L4K 4R1
CON-KER Construction Corp.	860 Progress Court	Oakville	ON	L6L 6K1
Crown Drain Co. Ltd.	P.O. Box 334	Richmond Hill	ON	L4C 4Y6

D.M. Robichaud Associationociates	627 A Wentworth Street East	Oshawa	ON	L1H 3V8
D'Andrea Bros Contracting Co. Ltd.	1051 Martin Grove Road	Rexdale	ON	M9W 4W6
Dibco Underground Inc.	135 Commercial Road	Bolton	ON	L7E 1R1
Direct Underground Inc.	11244 Keele St Unit 4, P.O. Box 636	Maple	ON	L6A 1S5
Dolente Concrete & Drain Co.	52 High Meadows Place	Toronto	ON	M9L 2Z5
Dom-Meridian Construction Ltd.	1021 Meyerside Drive Unit 10	Mississauga	ON	L5T 1J6
D'Orazio Drain & Watermain Co./D'Orazio Infrastructure Group Ltd.	2787 Brighton Road	Oakville	ON	L6H 6J4
Drainstar Contracting Ltd.	989 Creditstone Road Unit 1	Concord	ON	L4K 4N7
Dufferin Construction Company	690 Dorval Drive Suite 200	Oakville	ON	L6K 3W7
E.R.P. Savini Construction Co. Ltd./Savini Construction Co. Ltd.	22 Creditstone Road P.O. Box 492	Concord	ON	L4K 1L6
Earth Boring Company Ltd.	1576 Ifield Road	Mississauga	ON	L5H 3W1
F.C.M. Construction Limited	2401 Royal Windsor Drive	Oakville	ON	L6J 7X6
F.D.M. Contracting Co. Ltd.	34 Guardsman Road	Thornhill	ON	L3T 6L3
Fernview Construction Limited	P.O. Box 33	Bolton	ON	L7E 5T1
Fourwinds Construction Inc.	160 Applewood Crescent Unit 7	Concord	ON	L4K 4H2
Hollingworth Construction Company	41 Cardlco Drive P.O. Box 424	Gormley	ON	L0H 1G0
James Elliott Underground Construction Inc.	5950 Lloydtown Aurora Road R.R. 1	Schomberg	ON	L0G 1T0
Jimmy Mack & Son Construction Ltd.	1638 4th Concession R.R. #1	Troy	ON	L0R 2B0
JPW Construction Limited	1693 Village View Place	Mississauga	ON	L5M 3V3
Kapp Contracting Inc./Kapp Construction Ltd.	71 Buttermill Avenue	Vaughan	ON	L4K 3X2
Kenco Construction Ltd.	34 Stephensbrook Circle	Stouffville	ON	L4A 0G4
King Cross Contracting Limited	21 Parr Blvd. Unit 13	Bolton	ON	L7E 4G3
Lancorp Construction Co. Ltd.	138 Creditstone Road	Concord	ON	L4K 1P2
Maiella Contracting Sewer & Watermain Limited/Maiella Contracting Ltd.	3547 Regional Road 25	Oakville	ON	L6M 4G8
Mardave Construction Limited/Mardave Construction (2007) Ltd.	48 Milwick Drive	Toronto	ON	M9L 1Y3
Mar-King Construction Company Limited	77 Villarboit Crescent	Concord	ON	L4K 4K2
McNally Construction inc./S. McNally & Sons	P.O. Box 3338 STN LCD 4	Hamilton	ON	L8H 7L8
Memme Excavating Company Ltd./Merime Construction	50 Simona Drive Suite 200	Bolton	ON	L7E 4H9
Multi Construction Services O/A M.C.S. Toronto Inc.	2382 Stouffville Road P.O. Box 702	Gormley	ON	L0H 1G0
New-Alliance Ltd.	5006 South Service Road Unit 6	Burlington	ON	L7L 5Y7
Niran Construction Ltd.	333 Humberline Drive	Rexdale	ON	M9W 5X3
Pachino Construction Co. Ltd.	8635 Keele Street Bldg B	Concord	ON	L4K 3P5
Pennorth Group Limited	959 15th Sideroad	King City	ON	L7B 1K5
Pentad Construction Limited	69 Healey Road	Bolton	ON	L7E 5A6

Pilen Construction of Canada Ltd.	22 Cadetta Road	Brampton	ON	L6P 0X4
Principle Sewer and Watermain Co. Ltd.	32 Essex Avenue	Thornhill	ON	L3T 3Y7
Rabcon Contractors Ltd.	15 Cardico Drive	Gormely	ON	L0H 1G0
Rymall Construction Inc.	25 High Meadows Place	Toronto	ON	M9L 0A3
Sub Terrain Directional Drilling Ltd.	22 Kennedy Lane	Gormley	ON	L0H 1G0
Tacc Construction Ltd.	270 Chrislea Road	Woodbridge	ON	L4L-8A8
Technicore Underground Inc./Technicore Underground Corporation	102 Bales Dr. East P.O. Box 93089	Newmarket	ON	L3Y 8K3
Timbel Limited	76 Millwick Drive Suite 100	Toronto	ON	M9L 1Y3
Topsite Contracting Limited	117 Corstate Avenue Unit 1	Concord	ON	L4K 4Y2
Trisan Construction	P.O. Box 502	Schomberg	ON	L0G 1T0
Utility Force Inc.	50 Bertal Road	Toronto	ON	M6M 4M4
Varcon Construction Corp.	8211 Mayfield Road	Brampton	ON	L6P 0H5
Vipe Construction Ltd.	121 Select Avenue	Toronto	ON	M1V-4A5
Wasero Construction (1991) Ltd.	272 Bradwick Drive	Concord	ON	L4K 1K8

**Association Status: Independent**

(F.S.I.) Furrow Systems	1050 Kamoto Road Unit 8	Mississauga	ON	L4W 2W4
1041394 Ontario Inc.	890 Muskoka Avenue	Ottawa	ON	K2A 3H9
1047519 Ontario Inc.	525 Exeter Road	London	ON	N6E 2Z3
1051731 Ontario Limited	161 Jeanne Drive	Woodbridge	ON	L4L 1X8
1629364 Ontario Ltd./Glen Park Construction Ltd.	12 Goodmark Place Unit 5	Rexdale	ON	M9W 6R1
717401 Ontario Limited	160 Derry Road East	Mississauga	ON	L5M 2B5
7257554 Canada Inc. o/a Mainline Construction Canada Inc.	9251 Yonge Street Suite 8166	Toronto	ON	L4C 9T3
A Structural Company Limited	7700 Pine Valley Drive	Woodbridge	ON	L4L 8N8
A. Valente & Sons Ltd.	400 Creditstone Road	Concord	ON	L4K 3Z3
Advice Contracting Limited	P.O. Box 479 Station Main	Markham	ON	L3P 3R1
Aldit Construction Ltd.	188 Bradwick Drive P.O. Box 8	Concord	ON	L4K 1C8
Alfa Contracting Ltd.	176 Rivemedede Road Unit 11	Concord	ON	L4K 2H3
Al-Pak Construction Services	705 Nipissing Road	Milton	ON	L9T 4Z5
Alsi Contracting Ltd.	115 Rodinea Road	Maple	ON	L6A 1R5
Andyson Construction Ltd.	12441 Mississauga Road	Georgetown	ON	L7G 4S7
Anic Utility Services Inc.	P.O. Box 575	Alliston	ON	L9R 1V7
Aqua Tech Solutions Inc.	P.O. Box 276	Schomberg	ON	L0G 1T0
Argo Sewer & Watermain Ltd.	P.O. Box 295	Agincourt	ON	M1S 3B6
Armanico Excavating	615 Gary Ray Drive	Weston	ON	M9L 1P9
B. Gerlach & Son Enterprises	1082 Westport Crescent	Mississauga	ON	L5T 1G1
Badner Contracting Limited	273B Bowes Road Unit 7	Concord	ON	L4K 1B1
Barbieri Brothers Excavating	350 Woodbridge Avenue	Woodbridge	ON	L4L 3K8

Bar-Bro Construction Limited / Bar-Quip Construction Limited	255 Spinnaker Way Unit 10	Concord	ON	L4K 4J1
Barra Con Construction Ltd.	18444 McCowan Road P.O. Box 548	Mount Albert	ON	L0G 1M0
Bellrobin Contracting Ltd.	39 Jackson Avenue	Toronto	ON	M8X 2J5
Benfil Engineering	35 Elmcrest Road	Etobicoke	ON	M9C 3R7
Berta Excavators Ltd.	2655 Rena Road	Mississauga	ON	L4T 1G6
Bianchi Contracting/John Bianchi Grading Ltd.	69 Healey Road	Bolton	ON	L7E 5A6
Bishop Construction	75 Fernstaff Court Unit 16	Concord	ON	L4K 3R3
BMW Construction	1454 Gilford Road Unit 121	Gilford	ON	L0L 1R0
Bradler Construction (95)	10997 Kennedy Road	Markham	ON	L6C 1P2
Calvin E. Construction Ltd.	1081 College Street	Toronto	ON	M6H 1B4
Campus Construction Inc.	176 Rivermede Road Unit 11	Concord	ON	L4K 2H3
Camtac Contracting Ltd.	107 Rosebury Lane	Woodbridge	ON	L4L 3Z1
Cana Drain Ltd.	85 West Beaver Creek Road	Richmond Hill	ON	L4B 1K4
Can-Pave	2247 Royal Windsor Drive	Oakville	ON	L6J 4Z2
Casca Construction Co. Ltd.	8171 Yonge Street Suite 328	Thornhill	ON	L3T 2C6
Casimiri Bros Contracting Ltd.	68 Lepage Court	Downsview	ON	M3J 1Z9
Chrisam Inc.	7040 Islington Avenue N.	Woodbridge	ON	L4L 1V8
Clean Rite Sewer Services	2414 Major MacKenzie Drive P.O Box 96514	Maple	ON	L6A 1B0
Clear-Line Water Contractors Ltd.	80 Hord Crescent	Thornhill	ON	L4J 3A7
Cobra Structural Forming Inc./Cobra Drain & Development Corp.	40 Bradwick Drive Unit 1	Concord	ON	L4K 1K9
Code 1 Investments Inc.	210 Bradwick Drive	Concord	ON	L4K 1K8
Colosimo Contracting Limited	44 Goodmark Place	Rexdale	ON	M9W 6B8
Colvu Contracting Limited	24 Ruggles Avenue	Thornhill	ON	L3T 3S5
Comcel Construcion	48 Allangrove Crescent	Agincourt	ON	M1W 1S5
Conpour Services Ltd.	8 Caldicott Court	Ajax	ON	L1S 7C2
Conti Forming Co. Ltd.	147 Conti Crescent	Woodbridge	ON	L4L 6V5
Con-Wall Concrete Inc.	525 Exeter Road	London	ON	N6E 2Z3
Con-Way Contracting Inc.	30 Macintosh Blvd. Unit 11	Vaughan	ON	L4K 4P1
Core-Crete Ltd.	8161 Keele Street Unit 18	Concord	ON	L4K 1Z3
D.M. S. Concrete & General Contracting	7222 Torbram Road Unit 1	Mississauga	ON	L4t 3V2
Daimerson Construction Company	1230 Midway Blvd. Unit 20	Mississauga	ON	L5T 2B8
Dawn Enterprises Ltd.	109 Edilcan Drive	Concord	ON	L4K 3S5
Draggon Contracting Ltd.	10255 Yonge Street	Richmond Hill	ON	L4C 3B2
Drain-a-way Construction	1325 Winterbourne Drive	Oakville	ON	L6J 7E1
Drainex Construction Ltd.	15 Connie Crescent	Concord	ON	L4K 1L3
Duntrl Construction	1255 Terwilliger Avenue Unit 7	Oshawa	ON	L1J 7A4
E. Astri Investments Ltd.	113 Judge Road	Toronto	ON	M8Z 5B5
Ellis Don Construction Ltd.	89 Queensway Avenue West Suite 800	Mississauga	ON	L5B 2V2

Elmway Construction Inc.	155 Anderson Avenue	Markham	ON	L6E 1A4
Emico Forming Limited	8234 Pine Valley Drive	Woodbridge	ON	L4L 2J5
En-San Contractors Ltd.	355 Garyray Drive	North York	ON	M9L 1P6
F.R.M. Contracting Inc.	42 Steinway Blvd. Unit 8	Etobicoke	ON	M9W 6Y6
G. Macera Contracting Ltd.	1834 Drew Road	Mississauga	ON	L5S 1I6
G.E.A.R. Contracting	47 A Ingram Drive	Toronto	ON	M6M 2L7
G.J. Raney Limited	5543 Yonge Street	Willowdale	ON	M2N 5S4
G.L. Drain Inc./G.L. Trenching Ltd.	83 Green Lane	Thornhill	ON	L3T 6K6
G.T.B. Contracting Ltd.	99 Firefly Crescent	Woodbridge	ON	L4L 7W2
Gabions Inc.	797 Don Mills Road Suite 1311	Don Mills	ON	M3C 1V2
Garfield Contracting	556 Prince Edward Drive	Toronto	ON	M8X2M7
George Robson Construction	R.R. #1	Schomberg	ON	LOG 1T0
Glencaim Construction Company Ltd.	19 Kennerly Court	Downsview	ON	M3J 1H1
Goryn Construction Ltd.	17 Daffodil Avenue	Thornhill	ON	L3T 1N2
Grami Construction Co. Ltd.	101 Freshway Drive Unit 48	Concord	ON	L4K 1R9
Granzotto Mechanical Inc.	304 Garyray Drive	Weston	ON	M9L 1P4
Harmony Infrastructure Inc.	2798 Thamesgate Dr. Unit 6	Mississauga	ON	L4T 4E6
Hugomark Construction Inc.	842 Nipissing Road Unit 2	Milton	ON	L9T 4Z9
Ingerwood Construction Ltd.	P.O. Box 1595	Woodstock	ON	N4S 0A8
Inverleigh Construction Ltd.	760 Main Street	Milton	ON	L9T 3P6
J.R. Mechanical Inc.	29 Nuggett Court	Brampton	ON	L6T 5A9
J.V.A. Construction Inc.	22 Walford Road	Markham	ON	L3S 0A1
Jack Greedy Limited/Park Lans Asphalt Paving	P.O. Box 220	Bolton	ON	L7E 5T2
Jadeco Excavating Ltd.	140 Fenmar Drive	Weston	ON	M9L 1M6
James Rice Ltd.	P.O. Box 10	Gormley	ON	L0H 1G0
James Walsh Contracting Limited	221 Langstaff Road East	Thornhill	ON	L3T 3M8
JNO Maguire Co. Ltd.	P.O. Box 6	Don Mills	ON	M3C 2R6
Joe Baldesarra Company Ltd.	6810 Second Line West R.	Mississauga	ON	L5M 2B5
John W. Edwards Excavating & Landscaping	494 Finlayson Street	Port McNicoll	ON	L0K 1R0
Kalabria General Contracting	19 Wigwoss Court	Woodbridge	ON	L4L 2R7
Kescon Servicing Inc.	443 The Queensway South Unit 15	Keswick	ON	L4P 3J4
Kleen-Way Construction Ltd.	34 Knox Avenue	Weston	ON	M9L 2M3
KVC Construction Ltd.	12 Standish Crescent	Markham	ON	L3P 4A3
L & F Excavation Limited	P.O. Box 307	Woodbridge	ON	L4L 1B2
L.P.S. Excavating & Grading	P.O. Box 250	Clarkson	ON	L5T 3Y1
Lamco Construction Ltd.	P.O. Box 404	Gormley	ON	L0H 1G0
Lancione Contracting Company Ltd.	702 Bumhamthorpe Road Unit 7	Mississauga	ON	L4Y 2X3
Lansco Construction Limited	P.O. Box 430	Gormley	ON	L0H 1G0
Latoria Forming Ltd.	147 Conti Crescent	Woodbridge	ON	L4L 6V5



Lednier Construction Company Ltd.	5775 Atlantic Drive	Mississauga	ON	L4W 4P3
Lemar Drain Contracting Ltd.	201 May Avenue	Richmond Hill	ON	L4C 3S8
Lindsay Brothers Construction	P.O. Box 257	Acton	ON	L7J 2M4
Lisanti Projects Ltd.	214 Merton Street Suite 304	Toronto	ON	M4S 1A6
Lou Leclair Contracting Ltd.	23 Station Street	Maple	ON	L6A 1P9
Lou Savini Ltd.	142 Gardner Place	Maple	ON	L6A 1C3
Lucy Construction Ltd.	7171 Torbram Road Unit 34	Brampton	ON	L4T 3W4
M & M Excavating Ltd.	21 Steinway Blvd. Unit 1	Etobicoke	ON	M9W6N4
M M Construction Company Ltd.	73 May Avenue	Richmond Hill	ON	L4C 3S7
Manco General Contractors	25 Brantwood Drive	Scarborough	ON	M1H 2G5
Marbel Construction Ltd.	46 Triton Avenue	Woodbridge	ON	L4L 6S4
Marcello Sewer & Watermain	83 Greenlane	Thornhill	ON	L3T 6K6
Mark O'Connor Sons Ltd.	1612 Baseline Road West	Courtice	ON	L1E 2S5
Marrocco Brothers Construction	4040 Major MacKenzie Drive	Woodbridge	ON	L4L 1A6
Martek Contracting	25 Meadowland Avenue	Woodbridge	ON	L4L 2K6
Mergin Excavation	12 Cadetta Road Unit 3	Brampton	ON	L6T 3V8
Mid View Construction & Drain Ltd.	13 Kenview Blvd. Unit 3	Brampton	ON	L6T 5K9
Milford Contracting Ltd.	6 - 295 Queen Street East Box 388	Brampton	ON	L6W 4S6
Miwel Construction Ltd.	1631 Bethesda Side Road	Richmond Hill	ON	L4B 0G8
Norland Contracting Ltd.	P.O. Box 12	Woodbridge	ON	L4L 1A9
O'Connell Construction Limited	461 North Services Road	Oakville	ON	L6M 2V5
On Grade Construction o/a 6571972 Canada Inc.	119 Hollybush Drive	Waterdown	ON	L0R 2H5
Ontario Excavac Inc.	50 Baywood Road Unit C	Toronto	ON	M9V 3Z3
Oren Mechanical Inc.	2398 Rosemary Drive	Mississauga	ON	L5C 1X2
P.D.H. Construction Limited	375 Millard Avenue	Newmarket	ON	L3Y 1Z8
Pave - Tar Construction Company	366 Watline Avenue	Mississauga	ON	L4Z 1X2
PE BEN Pipelines (1979) Limited	2244 Drew Road Unit 6	Mississauga	ON	L5S 1B1
Pelar Construction Limited	8635 Keele Street Bldg B	Concord	ON	L4K 2N1
Peran Tunnelling Ltd.	15 Cardico Drive	Gormely	ON	L0H 1G0
Pipecon Construction Inc.	421A Bowes Road	Concord	ON	L4K 1J5
Pit-on Construction Company Ltd.	580 Riddell Road	Orangeville	ON	L9W 5H3
Pitts Engineering Construction	9910 39th Avenue	Edmonton	AB	T6E 5H8
Poce Construction Limited	20 Jutland Road	Toronto	ON	M8Z 2G9
Power Contracting 1997 Limited/Power Contracting Inc./Power Sewer & Watermain Ltd.	9 Cedar Avenue	Thornhill	ON	L3T 3W1
PSC Civil Construction	680 Garyray Drive	North York	ON	M9L 1R3
R.C.B. Excavating & Grading	R.R. #1	Uxbridge	ON	L9P 1R1
RAM-CON	8929 Weston Road Unit 4	Woodbridge	ON	L4L 4A6
Ravane Construction Limited	261 Lakeshore Road	Oakville	ON	L6J 1H9
Rhucon (1988) Inc.	1271 Denison Street	Markham	ON	L3R 4B5

Roadex	176 Rivermede Road Unit 11	Concord	ON	L4K 3M8
Rockville Construction Ltd.	R.R. #5	Caledon East	ON	L0N 1E0
Roma Excavating & Grading	P.O. Box 297	Concord	ON	L4K 1B8
Romano Construction Company	116 Corstate Avenue Unit A	Vaughan	ON	L4K 4X2
Roseland Construction Ltd.	8070 Mayfield Road	Bolton	ON	L7E 5R9
Roseway Construction Ltd.	202 A Oakdale Road STE 1	Downsview	ON	M3N 3S5
Ross Drain Construction Company Ltd.	P.O. Box 45	Thornhill	ON	L3T 3N1
Rush Vale Construction	P.O. Box 590	Wasaga Beach	ON	L0L 2P0
S.C.A.I. Construction Limited	P.O. Box 307	Woodbridge	ON	L4L 1B2
S.T.V. Transport Ltd.	21 Faulkner Crescent	Toronto	ON	M9M 2B9
Safire Infrastructure Inc.	37 George Street North	Brampton	ON	L6x 1r5
Salvador Excavating Limited	332 John Street	Thornhill	ON	L3T 5W6
Sam & Mark Construction Company Ltd.	11 Vickson Court	Islington	ON	M9B 1K5
Sebco Construction Limited	7475 McCowan Road	Markham	ON	L3S 3J6
Serrentino Equipment Inc.	1200 Aerowood Drive	Mississauga	ON	L4W 2S7
Sewer Busters Inc.	3 Ginger Grove	Woodbridge	ON	L4H 1N7
Sheridan Drain Ltd.	P.O. Box 12	Woodbridge	ON	L4L 1A9
Silvio Construction Co. Ltd.	P.O. Box 878	Maple	ON	L6A 1S7
Sons Of Samario	161 Jeanne Drive	Woodbridge	ON	L4L 3K2
Southbend Construction Ltd.	18th Street R.R. #1 Side Road	Schomberg	ON	L0G 1T0
Steelcore Construction Company	30 East Beaver Creek Rd. Suite 211	Richmond Hill	ON	I4B 1J2
Stella Sewer Forming Ltd.	81 Lamp Crescent	Woodbridge	ON	L4L 6J6
Subgrade Construction Company	20 Greencrest Circuit #1	Scarborough	ON	M1G 1B8
Sunsett Trail	108 Crittenden Drive	Keswick	ON	L4P 4E3
Suppa Construction Limited	3100 Steeles Avenue West	Concord	ON	L4K 3R1
Targa Limited	132 A Toro Road	Toronto	ON	M3J 2A9
Tascor Construction Ltd.	531 Hwy 47 East P.O. Box 241	Uxbridge	ON	L9P 1M7
Terrasan Environmental Solutions Inc.	94 Brockport Drive	Toronto	ON	M9W 5C5
The Foundation Company of Canada	3660 Midland Avenue	Scarborough	ON	M1V 4V3
Thornhill Sewers & Watermain	68 Arnold Avenue	Thornhill	ON	L3T 1B3
Thrurock Construction Ltd.	2781 Highway #7 Suite 207	Concord	ON	L4K 1W1
Toronto Tank & Pipe Co. Ltd.	401 Bowes Road	Concord	ON	L4K 1J1
Totalsiteworks Inc.	5732 Highway #7 Unit 2	Woodbridge	ON	L4L 3A2
Tricon Development Corp.	39 Wedge Court	North York	ON	M3L 2M5
Tri-X Excavating & Grading	76 Gladman Avenue	Newmarket	ON	L3Y 1W6
Tubicon Construction Ltd.	9 Densley Avenue	Toronto	ON	M6M 2P5
UCL Underground Construction	170 Brockport Drive Suite 205A	Toronto	ON	M9W 5C8
Unidrain Construction Limited	R.R.#3	Uxbridge	ON	L0C 1K0
Vankirk Contracting Ltd.	14 Stienway Blvd. Unit 4	Etobicoke	ON	M9W 6M2

VISP Construction	Brock Road North R.R. #1	Pickering	ON	L1V 2P8
VJR Contractors	63 Smyth Street	Markham	ON	L3P 4T5
Walter Okonski	129 Colborne Street East	Oshawa	ON	L1G 1M3
Warden Construction Co. Limited	14th Avenue 2655	Markham	ON	L3R0H9
Wecker Mechanical Ltd.	62 Sandrift Square	West Hill	ON	M1E 4N6
Well-Bur Construction Co.	664 Donna Court	Burlington	ON	L7N 3H2
Western Excavating Inc.	39 Shank Street Unit 113	Toronto	ON	M6J 3X3
Westwood Drain Co. Ltd.	1755 Drew Road	Mississauga	ON	L5S 1J5
Winchester Con. & Str. Ltd.	2901 Steeles Avenue West	Downsview	ON	M3J 3A5
Woodheights Construction	2417 Weston Road	Toronto	ON	M9N 2A1
Worldwide Drain Corporation	8001 Weston Road	Woodbridge	ON	L4L 8B4
York Construction & Drain Contracting	P.O. Box 253	Thornhill	ON	L3T 3N3
1602551 Ontario Inc.	7564 South Chippawa Rd. R.R. #3	Wellandport	ON	L0R 2J0
1796518 Ontario Ltd. o/a Lakeshore Roadworks	4-2880 Queen Street East Suite 202	Brampton	ON	L6S 6H4
386152 Ontario Ltd. o/a Seaway Water Supply	4481 Sideline 22	Claremont	ON	L1V 2R4
A & J Vacworx Inc.	72 Manley Avenue	Stouffville	ON	L4A 0C4
Abrocc Sewer & Watermain Ltd.	5289 Highway #7 Unit 7	Woodbridge	ON	L4L 8P7
AEG Vac Services Inc.	118 Senator Way	Bolton	ON	L7E 2T2
Aerodan Sewer & Hydro Excavation Services Inc.	20 Mitchell Avenue	Brampton	ON	L6Z 1H3
Alwahesh Contractor, Alwahesh Construction et al	859 Frazer Court	Milton	ON	L9T 3T5
AquaOne Water Quality	9 Langstaff Road East	Thornhill	ON	L3T 3P7
Aquavac o/a 614128 Ontario Ltd.	P.O. Box 502	Schomberg	ON	L0G 1T0
Aquazition 2009 Ltd.	104 Mast Road	Vaughan	ON	L6A 3X1
Arnett Construction Ltd.	2 Bertram Industrial Parkway	Midhurst	ON	L0L 1X0
Atlantis Underground Services	14 Steinway Blvd. Unit 8	Etobicoke	ON	M9W 6M6
B. Gottardo Construction Ltd.	132 Ashbridge Circle	Woodbridge	ON	L4L 3R5
B. Gottardo Site Servicing Ltd.	132 Ashbridge Circle	Woodbridge	ON	L4L 3R5
Baseform Construction Inc.	140 Victoria Street	Bolton	ON	L7E 3G9
Blue Star Construction Corp	35-411 Four Valley Drive	Vaughan	ON	L4L 5Y8
Blue Tec Construction Inc.	8 Sabrina Court	Richmond Hill	ON	L4C 5P8
Boardwalk Excavating & Contracting Inc.	700 Flint Road Suite 100	Toronto	ON	M3J 2J5
Bordave Construction (95) Inc.	25 Clair Road	North York	ON	M3N 1A7
Brass Industrial Services Inc.	44 Indiana Rd W. R.R.3	Hagersville	ON	N0A 1H0
C.C. Construction Site Service Group Inc.	250 Regina Road Unit 10A	Woodbridge	ON	L4L 8N2
Camello Civil Construction Ltd.	1 Welding Way P.O. Box 87	Concord	ON	L4K 1B2
Clarkson Construction Company	1224 Speers Road	Oakville	ON	L6L 2X4
Colucci Construction Corp.	148 Proclamation Drive	Barrie	ON	L4N 0K9

Coreydale Contracting Company	16 Melanie Drive Suite 200	Brampton	ON	L6T 4K9
Corix Water Services	10 Estate Drive	Toronto	ON	M1H 2Z1
Cuda Hydrovac	4007 Vivan Road R.R. #1	Cedar Valley	ON	LOG 1E0
Denhall Construction Inc.	452 Bowes Road Unit 11	Concord	ON	L4K 1K2
Develco Contracting	3800 Steeles Ave. W Suite 201W	Woodbridge	ON	L4L 4G9
Duramain Inc.	7501 Keele Street Suite 100	Vaughan	ON	L4K 1Y2
Finch Paving (1993) Inc.	2715 Fourteenth Avenue	Markham	ON	L3R 0H9
GFL Excavating Corp.	1070 Toy Avenue	Pickering	ON	L1W 3P1
Gio Contracting Inc.	75 Irondale Drive Unit #3	Toronto	ON	M9L 2S6
Gio Crete Construction Ltd.	5291 14th Line	Cookstown	ON	L0L 1L0
Graystone Contracting Inc.	9178 6th Line R.R. 3	Georgetown	ON	L7G 4S6
Ground Breakers Contracting Ltd.	22 Curry Crescent	Georgetown	ON	L7G 5S9
Ground Up Construction	298-1111 Davis Drive Unit 1	Newmarket	ON	L3Y 9E5
Groundworks Construction Co. Ltd.	51 Kersey Crescent	Richmond Hill	ON	L4C 5H4
Hark Rock Sewer & Watermain Ltd.	101 Union Street	Toronto	ON	M6N 3N2
Hi Tech Structures Inc.	P.O. Box 149	King City	ON	L7B 1A4
J & B Enterprises	551 Byrne Drive Unit P	Barrie	ON	L4N 9Y3
JCR Contracting Ltd.	5 Camellia Drive	Richmond Hill	ON	L4B 4H5
L.Regina Construction Limited	25 Taber Road, Main Floor	Rexdale	ON	M9W 3A7
Laser Vac Vacuum Excavation & Construction Co. Ltd.	86 Frini Court	Woodbridge	ON	L4H 2V6
LDZ Contracting Ltd.	14575 12th Concession	Bolton	ON	L7E 5R7
Lombardi Construction	90 Royalcrest Road	Etobicoke	ON	M9V 0A3
Maacon Construction Corp.	45 Robillard Drive	Pentanguishen e	ON	L9M 1G9
Main Rehabilitation Co. Ltd.	44 Goodmark Place Unit 7	Etobicoke	ON	M9W 6N8
Mar-San Excavating & Grading Ltd.	6350 Langstaff Road	Woodbridge	ON	L4L 1A5
Metric Utilities Limited	34 Bramtree Court	Brampton	ON	L6S 5Z7
Mircam Pipe Inspection Inc.	381 Spinnaker Way	Concord	ON	L4K 4N4
Moretti Excavating Limited	7899 A Huntington Road	Vaughan	ON	L4L 1A5
New Tide Construction	3800 Steeles Avenue West Suite 400	Woodbridge	ON	L4L 4G9
North River Construction Inc.	2382 Stouffville Rd	Gormley	ON	L0H 1G0
North Rock Group Ltd.	1111 Creditstone Road	Concord	ON	L4K 4N7
Northwest Contracting Inc.	110 Adesso Drive Unit 8	Concord	ON	L4K 3C5
OJCR Construction Ltd.	3695 Dufferin Street	Toronto	ON	M3K 3N9
Otomic Contractors Ltd.	93 Cleta Drive	Toronto	ON	M1K 3G8
P.A. Envirovac Inc.	27 Mitchell Avenue	Stouffville	ON	L4A 7X3
Peak Flow Water Consulting Service Ltd.	959 15th Sideroad	King City	ON	L7B 1K5
Primrose Contracting (Ontario) Inc.	P.O. Box 400	Schomberg	ON	LOG 1T0
R.M. Belanger Limited	100 Radisson Avenue	Chelmsford	ON	P0M 1L0
Ragno Excavating Limited	273-B Bowes Road Unit 7	Concord	ON	L4K 1H8

Robert B. Somerville Co. Ltd.	13176 Dufferin Street	King City	ON	L7B 1K5
Rydale Contracting Co.	32 Leduc Drive	Rexdale	ON	M9W 2A7
Sam Rabito Construction Ltd.	10537 McCowan Road	Markham	ON	L3P 3J3
Sarginson Construction/Cox Limited	10 Stewart Court Suite 77	Orangeville	ON	L9W 3Z9
Sewer Technologies Inc.	124 North Port Road	Port Perry	ON	L9L 1B2
Siteworx Construction Ltd	266 Jackson St W.	Hamilton	On	L8P 1M5
Skyview General Contracting Ltd.	780A Hardwick Road Physical Address: 33 Independentuistry St. Aurora, ON L4G 1X6	Bolton	ON	L7E 5R2
SMRS Construction	R.R. #1	Durham	ON	N0G 1R0
Sol&Mar Contracting	2443 Highmount Cres	Oakville	on	L6M 4Y9
Sora Construction Ltd.	21 Caster Avenue Unit 1	Woodbridge	ON	L4L 5Z1
SOS General Contracting Limited	107 Rosebury Lane	Woodbridge	ON	L4L 3Z1
STG Const. Ltd.	16 Walford Road	Markham	ON	L3S 0A1
Strabag Inc.	2520 Stanley Ave	Niagara Falls	ON	L2E 6S4
Syrcon Construction Ltd.	36 Basaltic Road Unit 6	Concord	ON	L4K 1G6
Tamray Contracting Inc.	8819 Boston Church Road R.R. #5	Milton	ON	L9T 2X9
Tectonic Infrastructure Inc.	120 Rodinea Road	Maple	ON	L6A 1R5
Tedescon infrastructure Ltd.	9667 Huddington Rd	Kleinburg	ON	L0J1C0
Tor-Con Construction Co. Ltd.	45 Casmir Court Unit 3	Concord	ON	L4K 4H5
Tri -City Construction Limited	54 Shaft Road	Etobicoke	ON	M9W 4M2
Trillium Infrastructure Limited	3565 King Road Unit 102	King City	ON	L7B 1M3
Trubore Contracting Ltd.	12-111 Fourth Avenue Suite 132	St. Catherines	ON	L2S 3P5
Urban Infrasture Associates	232 County Road 28	Baillieboro	ON	K0L 1B0
Valentine Enterprises Co.	451-A Attwell Drive	Rexdale	ON	M9W 5C4
Veolia Environmental Sewer Services Inc.	820 McKay Road	Pickering	ON	L1W 2Y4
Viscon Construction Corporation	35 Nixon Road Unit 9	Bolton	ON	L7E 1K1
Vivid Construction Ltd.	228 Churchill Avenue	Kettleby	ON	L0G 1J0
XDG Construction Ltd.	250 Woolwich St. S P.O. Box 150	Breslav	ON	N0B 1M0
York Excavating & Grading Co.	125 Villaboft Crescent	Vaughan	ON	L4K 4K2

**APPENDIX "A"**

**LETTER OF UNDERSTANDING #1**

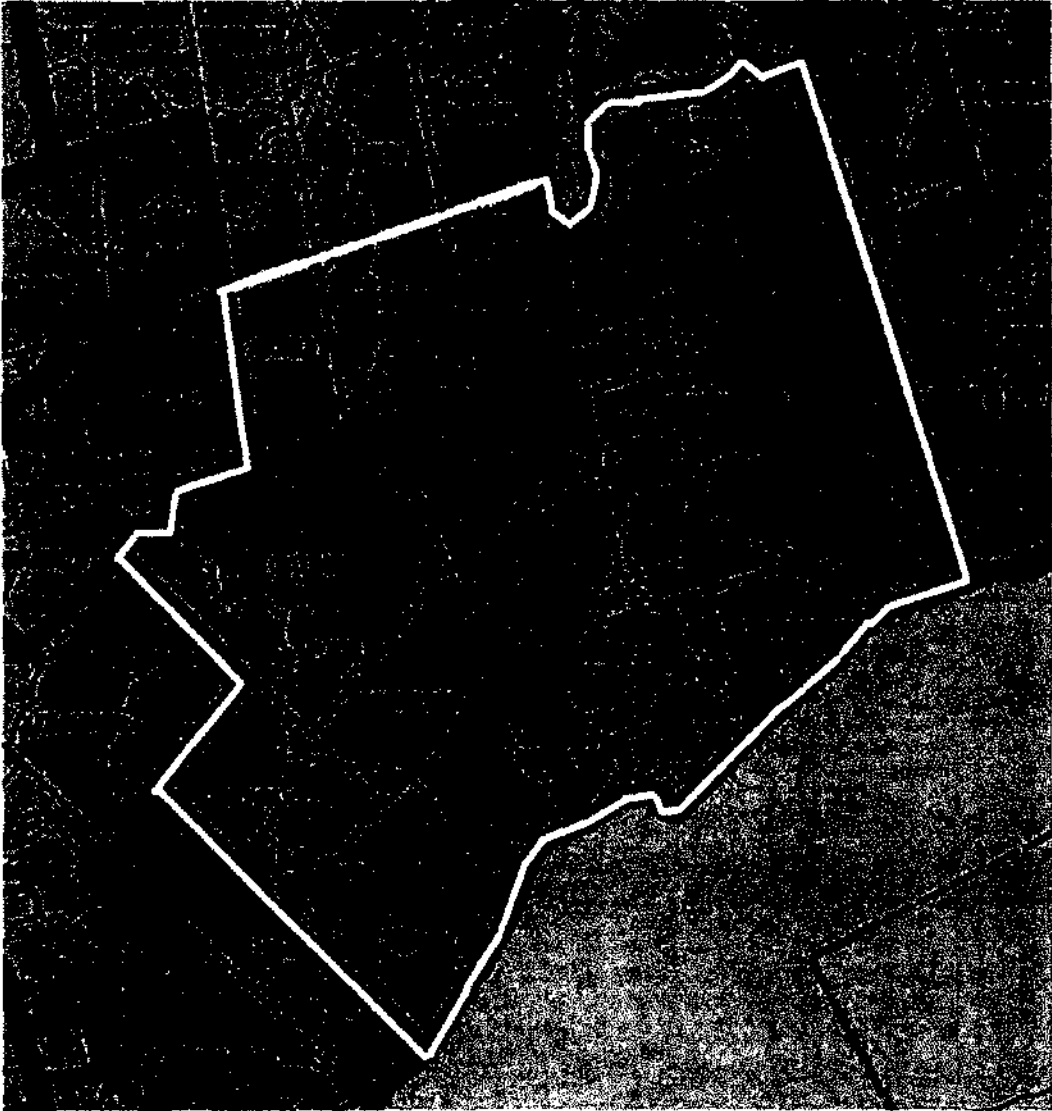
**Re: Reference Clause 9.02**

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.

**APPENDIX "B"**

Map (I)

Greater Toronto Free Zone



## **APPENDIX "C"**

### **LETTER OF UNDERSTANDING #2**

#### **Re: Reference Clause 26.01: Industry Grading**

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

1. Pipelayer
2. Manhole carpenter poured in place
3. Topman
4. Concrete Finisher
5. Powderman
6. Carpenter Form Setter
7. Miner
8. TBM Driver

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

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

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

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



**APPENDIX "D"**

**LETTER OF UNDERSTANDING #3**

**Re : Collective Agreement dated November 5, 1984**

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

## **APPENDIX "E"**

### **LETTER OF UNDERSTANDING #4**

#### **Re : Collective Agreement dated November 5, 1984**

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

1. Employees hired by the Employer and who are required to join the Union will not be prevented from working for the Employer by being placed down the Union's hiring list.
2. It is agreed that this Agreement applies to all sewer and watermain work done by those contractors shown in Schedule "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.

**APPENDIX "F"**

**LETTER OF UNDERSTANDING #5**

**Re : Seniority of Truck Drivers**

Dear Sirs,

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

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

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

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

This understanding is applicable to Board Area 8 only.

## **APPENDIX "G"**

### **LETTER OF UNDERSTANDING #6 Re : Subcontractor Clause – Simcoe County**

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

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

**APPENDIX "H"**

**LETTER OF UNDERSTANDING #7**

**Re : Collective Agreement dated August 4, 1992**

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

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

**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.

**APPENDIX "J"**

**LETTER OF UNDERSTANDING #9**

**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 Labourers' International Union of North America, Local 183

**(the "Council")**

**New or Existing Entities**

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

The Parties further agree that all provisions of Section 1 (4) and 69 of the *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 *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.

**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 Labourers' International Union of North America, Local 183

**(the "Council")**

**Establishment of New Schedules**

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

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

NOW THEREFORE the Council and the Association agree as follows:

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



conditions of employment of members of the Union who regular work in OLRB Area No. 8 and/or Simcoe County but are working in other geographic area(s);

4. The Parties agree that this Letter of Understanding forms part of the Collective Agreement binding upon them and is enforceable as such.

**APPENDIX "L"**

**LETTER OF UNDERSTANDING #11**

**BETWEEN:**

Greater Toronto Sewer and Watermain Contractors' Association

**(the "Association")**

**-and-**

A Council of Trade Unions acting as the representative and agent of Teamsters Local 230, and Labourers' International Union of North America, Local 183

**(the "Council")**

**Future Accreditation Applications**

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

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

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

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

## **APPENDIX "M"**

### **EXPEDITED ARBITRATION SYSTEM**

#### **A. ARBITRATOR**

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

#### **B. PROCEDURE**

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

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

10. At Expedited Arbitration, the Arbitrator shall not have any power to alter or change any of the provisions of this Enforcement System or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the provisions of this Enforcement System and the Collective Agreement.
11. Despite any other provision of the Collective Agreement or any Letters of Understanding, the Parties agree that grievances pertaining to or resulting in jurisdictional disputes or any question of relief arising out of a jurisdictional dispute or determination, or concerning the "New or Existing Entities" provisions' of this Collective Agreement may not be referred to Expedited Arbitration, even if such grievance could otherwise fall within the definition of "grievance" set out in Article B - 1 of this Expedited Arbitration system.

## APPENDIX "N"

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

Associated Work Contractors in Ontario Labour Relations Board Area 8 and the Union.

- k) **"The Bricklaying and Masonry Residential Sector Agreement"** being a collective agreement between various independent bricklaying and masonry contractors and the Union.
- l) **"The Marble, Tile, Terrazzo & Cement Masons Agreement"** being a collective agreement between the Residential Tile Contractors' Association and the Union.
- m) **"The Residential Plumbing Agreement"** being a collective agreement between various independent plumbing contractors and the Union.
- n) **"The Fencing Agreement"** being a collective agreement between various independent fencing contractors and the Union.

**APPENDIX "O"**

**LETTER OF UNDERSTANDING #12**

**BETWEEN:**

Greater Toronto Sewer and Watermain Contractors' Association

**(the "Association")**

**-and-**

Labourers' International Union of North America, Local 183

**(the "Union")**

**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 trusted 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 (5¢) 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 sub-committee 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.



**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 Labourers' International Union of North America, Local 183

**("the Council")**

**Labourers' "Swipe Card"**

The Parties agree that the "Swipe Card" being developed by Labourers' International Union of North America Local Union 183 – a concept introduced during the 2010 round of collective bargaining – will include "certified training" received from training facilities other than Local 183.

The Parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

**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 Labourers' International Union of North America, Local 183 ("Local 183")

**("the Council")**

**UNION NAME**

The Parties agree that during the term of the Collective Agreement, Local 183 has the right to, and may, change its name.

The Employer agrees that upon written notice from Local 183 that it has formally changes its name, Local 183, under its new name, will enjoy all status, rights, obligations, and privileges under this Collective Agreement and otherwise, and shall be recognized by the Employer as the same union as under its previous name.

The parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

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