

SOURCE	CA		
EFF.	95	05	01
TERM.	98	04	30
No. OF EMPLOYEES	170		
NUMBER OF EMPLOYEES	80		

## COLLECTIVE AGREEMENT

BETWEEN:

THE METROPOLITAN TORONTO ROAD BUILDERS ASSOCIATION

hereinafter called the "Association"

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 793

hereinafter called the "Union"

Effective: May 1, 1995  
Expires: April 30th, 1998

10 1995

02653(05)

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**THIS AGREEMENT** made and entered into this                    day of                    ,1995.

**BETWEEN:**

THE METROPOLITAN TORONTO ROAD BUILDERS ASSOCIATION

hereinafter called the "Association"

OF THE FIRST PART

- and -

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 793

hereinafter called the "Union"

OF THE **SECOND** PART

**WHEREAS** the Association, acting on behalf of its members, and the Union wish to make a common collective agreement with respect to certain employees of the members of the Association engaged in road and parking lot construction, repair, including interlocking stone paving of all types, paving etc. and all work incidental thereto, and to provide for and ensure uniform interpretation and application in the administration of the collective bargaining agreement;

IT IS understood that the foregoing does not include bridges, (underpasses and overpasses), wingwalls and large retaining walls, nor shall the foregoing include work included under current collective agreement between the International Union of Operating Engineers and the Metropolitan Toronto Sewer and Watermain Contractors' Association;

**AND WHEREAS** in order to ensure uniform interpretation and application of the collective agreement the said Union recognizes the formation by the Companies of the Association and agrees to deal with the said Association as the agent of the Companies who are members thereof in negotiating and administering a common collective agreement but without liability against the Association for violation of the Collective Agreement by Companies and agrees not to negotiate with any of the said companies on an individual basis;

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

**ARTICLE 1 - RECOGNITION**

**1.01**                    The Association, on behalf of its member Companies, recognizes the Union as the collective bargaining agent for all employees engaged in the operation of cranes, shovels, bulldozers and similar equipment, including maintenance, installation and repair on site, (except where there are prior conflicting agreements), save and except foremen, those above the rank of foreman, office and clerical staff, temporary shop employees, engineering staff and security guards, while working within the Municipality of Metropolitan Toronto, the Counties of York and Peel, the Township of Esquesing, the Towns of Oakville and Milton, in the County of Halton, and the Township of Pickering, in the County of Ontario.

**ARTICLE 2 - UNION SECURITY**

**2.01**                    Each employee shall when working in a position within the bargaining unit described in **Article 1** above shall be required as a condition of employment to be a member of and remain a member of the Union.

**Article 2 - Union Security - continued**

**2.02** Whenever personnel are required for the classifications covered by this Agreement, the Company may recall former employees or utilize any existing employees in any of the classifications. Otherwise, the Company will call the Union Office who shall supply suitable personnel. If the Union is unable to supply suitable personnel within twenty-four (24) hours, the Company may obtain employees from any other source. It is further agreed that when a new employee is hired he will be required to apply for a clearance slip from the Union before starting work unless otherwise arranged with the Union office. Such clearance slip will not be unreasonably withheld.

**2.03** It is expressly understood and agreed that no member of the Association shall be required to discharge any employee for violation of the provisions of this Article for Union Security for any reason other than the non-payment of Union dues, initiation fees and annual assessment, notwithstanding anything to the contrary herein contained.

**2.04** As a condition of employment the Employer shall require each employee to sign a form which authorizes the Employer to deduct regular monthly Union Dues, working dues, initiation fees and annual assessment from the employee's pay.

The Employer agrees to change the amounts of such regular deductions after being duly notified by the Union.

**2.05** Working Dues Check-Off

Each Employer agrees to deduct from each employee in the bargaining unit, Working dues at the rate of one and one-half percent (1-1/2%) per hour for each hour worked. Such deductions shall be forwarded along with the remittances required under Article 8 of Schedule "A" and supporting information shall be as required by the Trustees on the Reporting Forms. Such deductions shall be immediately paid to the Local Union by the Administrator of the Plans.

**ARTICLE 3 - INDUSTRY FUND**

**3.01** Each Employer bound by this Agreement or a like Agreement adopting in substance but not necessarily in form, the terms and conditions of this Agreement shall contribute the sum of twenty-seven cents (27¢) per hour worked by each employee covered by this Agreement or such like Agreement and remit monthly to the International Union of Operating Engineers, Local 793 Training Fund.

Such contribution together with a duly completed Employer Form under Article 8, Schedule "A" by the 15th day of the month following the month for which the payments are due and such money shall be distributed as follows:

- a) The sum of ten cents (10¢) for each hour worked by each employee covered by this Agreement or such like Agreement, shall be immediately paid to the Association by the International Union of Operating Engineers, Local 793 Training Fund as such Employer's contributions to the cost of negotiations and administering this Agreement.
- b) The sum of seventeen cents (17¢) for each hour worked by each employee covered by this Agreement or such like Agreement, shall be retained by the International Union of Operating Engineers, Local 793 Training Fund.

**Article 3 - Industry Fund** - continued

- 3.02** The Employer shall remit such contributions with the other contributions under **Article 8** of Schedule "A" and **2.05** above, together with the supporting information as required by the Trustees on the Reporting Form.
- 3.03** The Metropolitan Toronto Road Builders Association agrees to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of contributions made under **3.01** (a) above.

**ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01** The Union agrees that it is the exclusive function of each member Company:
- a) to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
  - b) to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined or disciplinarily demoted without reasonable cause shall be subject to the provisions of the grievance procedure;
  - c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;

and it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

**ARTICLE V - GRIEVANCE PROCEDURE**

- 5.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 5.02** It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his foreman and given him an opportunity of dealing with the complaint. The employee may have his Steward or Business Representative present, if he so desires.
- 5.03** Grievances properly arising under this Agreement shall be adjusted and settled as follows:

**STEP NO. 1**

Within ten (10) working days after the circumstances giving rise to the grievance occurred or originated, (save and except grievances arising out of discharge cases in which case the grievance shall be brought forward within five (5) days of the employee being notified of his discharge, and save and except grievances involving monetary items as defined in **Section 5.04** below), the aggrieved employee with his Business Representative, may present his grievance which shall be reduced in writing on a form supplied by the Union and approved by the Association, to the official of the Company named by the Company to handle grievances at this step. Should no settlement satisfactory to the employee be reached within five (5) full working days, the next step in the grievance procedure may be taken at any time within five (5) full working days thereafter.

**Article 5 - Grievance Procedure** • continued

**SI NO. 2**

The Union Grievance Committee, if it considers it a valid grievance, may submit the grievance to a committee of the Association and the respective 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 the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration, as provided in Article 6 below at any time within ten (10) working days thereafter, but not later.

**5.04**

Monetary grievances are defined as those arising under this Agreement, involving payment of hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premiums, travelling expenses, room and board allowances, benefit and pension contributions, reporting allowances and dues, but do not include grievances arising out of classification assignment. Such monetary grievances shall be brought forward at **Step No. 1** within three (3) months after the circumstances giving rise to the grievance occurred or originated.

In those instances where the Union is required to file a second or subsequent monetary grievance under this Article and such grievance is settled with the assistance of the Ontario Labour Relations Board, the Employer responsible for violation of the Agreement will pay such reasonable costs incurred by the Union to arrive at such settlement. Should the Union refer a grievance to the Ontario Labour Relations Board and fail to prove the alleged violation, and such failure to prove violation is established by Board decision, the Union will pay such reasonable legal costs incurred by the Employer as a result of such referral.

**ARTICLE 6 - ARBITRATION**

**6.01**

Both 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 Association, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.

**6.03**

Within two (2) working days of the request by 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 Association to act on the Board and the person chosen by the Union 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 by 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 Union, the Employer and the Association.

**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.

Article 6 - Arbitration • continued

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

ARTICLE 7 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES

- 7.01** It is understood that the Association, on its own behalf and on behalf of any of its member Companies, may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to Arbitration in the same way as a grievance of an employee. Such grievance shall be processed at **Step No. 2** of the Grievance Procedure set out in Article 5 hereof.
- 7.02** A Union grievance which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit, in regard to which a number of employees have signified an intention to grieve or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in writing at **Step No. 2** of the Grievance Procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred, and if it is not settled at this stage, it may go to a Board of Arbitration in the same manner as a grievance of an employee.

ARTICLE 8 - STATUTORY HOLIDAYS, VACATION AND STATUTORY HOLIDAY ALLOWANCE, HOURS OF WORK, WAGE RATES, ETC.

- 8.01** Attached hereto as **Schedule "A"** to this Agreement is a Schedule of Statutory Holidays, Vacation and Statutory Holiday Allowance, Hours of Work, Wage Rates, etc. which is hereby made a part of this Agreement.

ARTICLE 9 - UNION REPRESENTATION

- 9.01** Representatives of the Union may make arrangements with the job supervisor or his designated representative to meet Stewards and other employees, provided it **does** not interfere with the work. The Union agrees to give such assistance as is required of it by the Employer, to secure competent and qualified men for the job.
- 9.02** The Employers agree to recognize such reasonable number of Stewards as may from time to time be appointed by the Union, but shall ~~not~~ be obliged to recognize such Stewards until they have been informed in writing of the names of all the Stewards as they are appointed.
- 9.03** The Steward shall be one of the last two (2) employees covered under the terms of this Agreement to remain working provided he is competent and capable of performing the remaining work.
- 9.04** No discrimination shall be shown against any Steward for carrying out his duties.

## **ARTICLE 10 - PRODUCTIVITY**

- 10.01** The Union and the Association 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** During the lifetime of this Agreement, the Union agrees there will be no strike, slowdown or picketing or any other act which will interfere with the regular schedule of work and member Employers agree that there will be no lockout. The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing or slowdown or any other act which interferes with the regular schedule of work.
- 10.03** The Union agrees it will not involve the Association or its member Employers in any dispute which may arise between the Union and any other Employer and the employees of such other Employer. The Union 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 Employers each agree to sub-contract asphalt or concrete paving, curb & gutter work, sewer and watermain work, landscape work, utility and heavy construction work, only to sub-contractors whose employees are covered by the monetary terms and conditions of a Collective Agreement with the Union.
- b) The Employers further agree to give preference to sub-contractors under Collective Agreement to Local 793 performing milling and grinding type work provided such sub-contractors are available, capable and bid competitively on said work.
- 10.05** If an Employer covered by this Agreement engages in work other than road and parking lot construction, repair including interlocking stone paving of all types, paving etc. and work incidental thereto, and such other work comes within the purview of the existing collective agreement between the Union and the Metropolitan Toronto Sewer and Watermain Contractors' Association, the rates of pay and conditions of that agreement shall apply. Similarly, if an Employer covered by this Agreement engages in work generally recognized as heavy construction (over-passes, bridges, etc.) the rates and conditions prevailing in the Collective Agreements between the Union and the Operating Engineer's Employer Bargaining Agency shall apply.

## **ARTICLE 11 - LAY-OFF:PROCEDURE**

- 11.01** In the event of lay-off of employees covered by this Agreement, the following procedure shall prevail, providing the remaining employees are capable of performing the work;
- a) First laid-off shall be applicants for membership;
- b) Second laid-off shall be members of the Union from out-of-province working on permits or travel cards;
- c) Last laid-off shall be members of the Local.

## **ARTICLE 12 - PAYMENT OF WAGES**

- 12.01** Wages shall be paid by cash or cheque on the job at the option of the Employer no later than Thursday of each week and shall be accompanied by a retainable slip outlining all hours of work, rate of pay, overtime hours, deductions for income tax, unemployment insurance, pension, C.P.P., etc.
- 12.02** In the case of layoff, all men shall receive one (1) hour's notice in advance of the layoff.



**Article 12 - Payment of Wages** - continued

- 12.03** Whenever Unemployment Insurance Separation Certificate, Vacation Pay and Statutory Holiday Pay Credits and pay cheque are not given to employees at the time of termination, they shall be sent by the Employer to the employee by Registered Mail, to his last known address within two (2) days of the time of termination.
- 12.04** 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 amended. Any refusal by an employee to abide by such regulations, after being duly warned, will be sufficient cause for dismissal.
- 12.05** When employees who are laid off are not paid up to date on the job site and should the Employer fail to send such wages and/or employment records as stated above, the Employer shall pay eight (8) hours pay at the regular hourly rate for each additional regular working day the employee is required to wait for his pay and records after giving notice to the Employer and giving three (3) business days to correct such default.

**ARTICLE 13 - SAFETY, SANITATION, SHELTER AND HAZARDOUS WASTE**

- 13.01** Every Employer shall provide a proper and adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch and store their clothing. Sanitary toilets shall be provided in accordance with provisions of the Occupational Health and Safety Act of Ontario. The facilities referred to herein will be provided before production work commences on the job.
- 13.02** The Employer shall supply safety helmets to employees at no cost. If an employee, at termination of employment, does not return said helmet, he shall be charged at cost. If the helmet is returned and has been made unwearable from wilful neglect and abuse, the employee shall be charged for the full replacement value.
- 13.03** 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 Employer. Further, if a trailer is used at the job site for storage of tools and equipment, in addition to use as lunchroom facilities, the tool storage area will be partitioned off, and the lunchroom facilities will be heated when necessary.
- 13.04** A Safety Committee is to be established, composed of two (2) members of the Union and two (2) representatives from the Association. Meetings not to exceed one (1) per month will be held when requested by either party.
- 13.05** When employees are required to perform their duties in wet weather, the Employer agrees to supply suitable protective clothing, including rubber boots, which will be returned to the foremen 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.
- 13.06** The Employer shall, at his own expense, furnish to any employee injured in his employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.
- 13.07** 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.
- 13.08** The trucks to be used to transport employees will be covered and tools will be secured in tool boxes. No materials will be carried in the trucks in a manner endangering the safety of the employees being transported.

Article 13 - Safety, Sanitation, Shelter and Hazardous Waste - continued

13.09 On projects where the Employer provides locked up facilities for employees to store their tools and clothing, the Employer will reimburse an employee for up to One Hundred and Seventy-Five Dollars (\$175.00) for loss due to fire or theft resulting from a break-in to such locked-up facilities. To be eligible for such reimbursement an employee must have Employer approval for the tools and clothing that will be placed in such facilities.



13.10 Hazardous Waste  
The Metropolitan Toronto Road Builders Association agrees to become part of a committee along with the Union, the Metropolitan Toronto Sewer and Watermain Contractors' Association and the I.C.I. Contractors.

ARTICLE 14 - LABOUR-MANAGEMENT COMMITTEE

14.01 The parties hereto agree to the establishment of a joint Labour-Management Committee composed of equal numbers of representatives of the Association and representatives of the Union not to exceed four (4) in total.

The purpose of this Committee will be for the effective administration of the collective agreement; to discuss concerns or problems relating to the industry; and to provide a means of communication for the resolution of any or all disputes that may arise through the application of the Agreement. Meetings will be held as deemed necessary in the interest of both parties.

ARTICLE 15 - DURATION OF AGREEMENT

15.01 This Agreement shall become effective on the 1st day of May, 1995, and shall remain in effect until the 30th day of April, 1998, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination or proposed revision of this Agreement not more than one hundred and twenty (120) days before the 30th day of April, 1998, or in a like period in any year thereafter.

IN WITNESS WHEREOF the Party of the First Part and the Party of the Second Part have caused their proper Officers to affix their signatures this

20th day of June, 1995

METROPOLITAN TORONTO ROADBUILDERS ASSOCIATION

INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 793

Recommended by:

**SCHEDULE "A"**

**1. HOURS OF WORK AND OVERTIME**

- a) The standard hours of work for all employees shall be based on ten (10) hours per day, fifty (50) hours per week, exclusive of travelling time to and from the job.
- b) Overtime at the rate of time and one-half (1-1/2) the employee's current hourly rate shall be paid to all employees for all work performed in excess of ten (10) hours per day, fifty (50) hours per week, Monday to Friday inclusive, and on Saturdays. It is agreed and understood that on the three-shift operation, the fifteenth (15th) shift may be worked at straight time on the Saturday until 7:00 a.m., provided however, that the applicable shift premium shall be paid.
- c) Overtime at the rate of double (2x) the employee's current rate shall be paid to all employees, for all work performed on Sundays and on the following Statutory Holidays, namely:

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

It is agreed that Heritage Day will be recognized as a Holiday hereunder, if and when it is proclaimed such by the Canadian Government.

- d) Employees will be allowed one coffee break in each half of the working shift.
- e) Employees shall be allowed a one-half (1/2) hour unpaid lunch break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break.
- f) It is understood and agreed that there will be no pyramiding of overtime rates or premiums.

**2. WAGES RATES AND CLASSIFICATIONS**

**CLASSIFICATION**

- 1. Operators of shovels, backhoes, dragline, gradall, clams (on site) Grader Operator "A" (with or without laser attachment)

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 9/95	\$24.95	\$2.50	\$1.35	\$2.30	\$31.10
May 1/96	\$25.08	\$2.51	\$1.40	\$2.50	\$31.49
Nov. 1/96	\$25.13	\$2.51	\$1.40	\$2.55	\$31.59
May 1/97	\$25.45	\$2.55	\$1.45	\$2.75	\$32.20
Nov. 1/97	\$25.45	\$2.55	\$1.45	\$3.00	\$32.45

- 2. Clam Operator (yard), Mechanic, Welder "A".

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 9/95	\$24.70	\$2.47	\$1.35	\$2.30	\$30.82
May 1/96	\$24.83	\$2.48	\$1.40	\$2.50	\$31.21
Nov. 1/96	\$24.88	\$2.49	\$1.40	\$2.55	\$31.32
May 1/97	\$25.20	\$2.52	\$1.45	\$2.75	\$31.92
Nov. 1/97	\$25.20	\$2.52	\$1.45	\$3.00	\$32.17

**Wage Rates and Classifications - continued**

		VACATION	BENEFIT	PENSION	
May 9/95	\$24.50	\$2.45	\$1.35	\$2.30	\$30.60
May 1/96	\$24.63	\$2.46	\$1.40	\$2.50	\$30.99
Nov. 1/96	\$24.68	\$2.47	\$1.40	\$2.55	\$31.10
May 1/97	\$25.00	\$2.50	\$1.45	\$2.75	\$31.70
Nov. 1/97	\$25.00	\$2.50	\$1.45	\$3.00	\$31.95

4. Bulldozer Operators (D-4 equivalent or over), Front-end Loader Operators (one cubic yard and over), Scrapers self-propelled, Mixer Man on Asphalt Plant, Concrete Curb Machine Operator, Asphalt Spreader Operator (self-propelled), Trim Dozer Operators (6-way blade).

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 9/95	\$24.35	\$2.44	\$1.35	\$2.30	\$30.44
May 1/96	\$24.48	\$2.45	\$1.40	\$2.50	\$30.83
Nov. 1/96	\$24.53	\$2.45	\$1.40	\$2.55	\$30.93
May 1/97	\$24.85	\$2.49	\$1.45	\$2.75	\$31.54
Nov. 1/97	\$24.85	\$2.49	\$1.45	\$3.00	\$31.79

5. Concrete Paver Operator, Asphalt Planer Operator "A", Engineers on boilers (with papers).

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 9/95	\$24.25	\$2.43	\$1.35	\$2.30	\$30.33
May 1/96	\$24.38	\$2.44	\$1.40	\$2.50	\$30.72
Nov. 1/96	\$24.43	\$2.44	\$1.40	\$2.55	\$30.82
May 1/97	\$24.75	\$2.48	\$1.45	\$2.75	\$31.43
Nov. 1/97	\$24.75	\$2.48	\$1.45	\$3.00	\$31.68

6. Farm and industrial-type tractor with excavating attachments operators, Grader Operator "B", Asphalt Roller "A", Boiler Fireman (without papers).

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 9/95	\$24.10	\$2.41	\$1.35	\$2.30	\$30.16
May 1/96	\$24.23	\$2.42	\$1.40	\$2.50	\$30.55
Nov. 1/96	\$24.28	\$2.43	\$1.40	\$2.55	\$30.66
May 1/97	\$24.60	\$2.46	\$1.45	\$2.75	\$31.26
Nov. 1/97	\$24.60	\$2.46	\$1.45	\$3.00	\$31.51

**Wage Rates and Classifications - continued**

**7 (a) Roller Operator (asphalt) "B".**

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1/95	\$23.74	\$2.37	\$1.35	\$2.30	\$29.76
May 1/96	\$23.87	\$2.39	\$1.40	\$2.50	\$30.16
Nov. 1/96	\$23.92	\$2.39	\$1.40	\$2.55	\$30.26
May 1/97	\$24.24	\$2.42	\$1.45	\$2.75	\$30.86
Nov. 1/97	\$24.24	\$2.42	\$1.45	\$3.00	\$31.11

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 9/95	\$23.65	\$2.37	\$1.35	\$2.30	\$29.67
May 1/96	\$23.78	\$2.38	\$1.40	\$2.50	\$30.06
Nov. 1/96	\$23.83	\$2.38	\$1.40	\$2.55	\$30.16
May 1/97	\$24.15	\$2.42	\$1.45	\$2.75	\$30.77
Nov. 1/97	\$24.15	\$2.42	\$1.45	\$3.00	\$31.02

**8. Farm and industrial-type Tractor Operator (towing compaction units), Grade rollerman, including self-propelled rubber-tired rollers, Asphalt Planer "B" (maximum 2' wide).**

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 9/95	\$21.95	\$2.20	\$1.35	\$2.30	\$27.80
May 1/96	\$22.08	\$2.21	\$1.40	\$2.50	\$28.19
Nov. 1/96	\$22.13	\$2.21	\$1.40	\$2.55	\$28.29
May 1/97	\$22.45	\$2.25	\$1.45	\$2.75	\$28.90
Nov. 1/97	\$22.45	\$2.25	\$1.45	\$3.00	\$29.15

Qualified operators who are required to operate equipment in a lower rated classification shall be paid the higher rate for the remainder of the shift.

**3. GENERAL**

a) It is understood that when any of the above machine operators are taken into the shop during the winter period, the rate for such employee will be worked out between the employee concerned and the Employer in each case.

**b) Training and Learning Period**

The parties agree to establish an apprenticeship and a training program. If the program is adopted, operators will be protected.

**4. VACATION PAY AND STATUTORY HOLIDAY ALLOWANCE PAY**

Vacation and Statutory Holiday Pay shall be paid to each employee covered by this Agreement with each regular pay cheque, at a rate of ten percent (10%) of the gross wages earned, and income tax will be deducted.

It is understood and agreed that four percent (4%) of the gross wages is to be considered Vacation Pay and six percent (6%) of the gross wages is to be in lieu of Statutory Holiday Pay.

## **5. REPORTING ALLOWANCE**

- a) An employee who reports for work at the Employer's job site or shop, unless directed not to report the previous day by his Employer and for whom no work is available due to reasons other than inclement weather, shall receive a minimum of four (4) hours' reporting time, and shall remain at other work, if requested to do so by the foreman.
- b) An employee who reports for work at the Employer's job site or shop, unless directed not to report, and for whom no work is available due to inclement weather, shall receive a minimum of two (2) hours' reporting time, provided the employee remains on the job for two (2) hours after his designated starting time, if requested by the foreman.

## **6. SHIFT PREMIUMS**

- a) A shift premium of Forty Cents (40¢) per hour will be paid for all work performed on a regularly scheduled second or third shift in the shop.
- b) A shift premium of One Dollar and Seventy-Five Cents (\$1.75) per hour will be paid for all work performed on a shift starting after 4:00 p.m.

## **7. OUT-OF-TOWN ALLOWANCES**

- a) In regard to out-of-town allowances, it is understood that if the Employer requires an Operator to be out-of-town overnight, the Employer will provide suitable room and board for the employee up to a maximum of Fifty-Five Dollars (\$55.00) per day or a maximum of Two Hundred and Seventy-Five Dollars (\$275.00) per week.

If the employee is more than one hundred and sixty (160) kilometres out of Toronto, then such room and board allowance shall be payable to a maximum of seven (7) days per week.

- b) In regard to travelling time in the fringe area, outside the forty (40) kilometre radius including the Town of Newmarket and up to eighty (80) kilometres, the employee will be paid at the rate of Thirty Cents (30¢) per road kilometre, one way, from the Toronto City Hall to the job site. Such payment is in lieu of room and board; and is not paid when company transportation to the job is supplied and straight time to a maximum of one and one-half (1-1/2) hours per day is paid to the employee.
- c) Employees will be granted travelling allowance of Eight Dollars (\$8.00) per day to jobs outside of Metropolitan Toronto but within the forty (40) kilometre radius, including the Town of Newmarket, when Company transportation to the job is not supplied.

This shall not apply to jobs within sixteen (16) kilometres of a contractor's permanent yard, when such yard is located outside of Metropolitan Toronto and within the forty (40) kilometre radius, including the Town of Newmarket, and where Company transportation is provided from an assembly point to employees coming to the job from within Metropolitan Toronto.

- d) It is understood that when an employee is sent out of town by his Employer in the circumstances contemplated by paragraphs (a) and (b) above, the Employer will maintain the rate of wages and hours of work for such employee as provided in the Collective Agreement.
- e) It is further understood that when an employee is required by his Employer to report to the yard or a designated marshalling point, before going to the job, and to report to the yard or marshalling point at the end of the day, he will be paid straight time from the yard or marshalling point and return.

## **8. WELFARE AND PENSION PLANS**

- a) Effective May 9, 1995, the amount of monies to be paid by each Employer in respect of the Health and Pension Plans shall be Three Dollars and Sixty Five Cents (\$3.65) per hour for each hour earned by each employee in the employ of the Employer.

Effective May 1, 1996, this amount shall increase to Three Dollars and Ninety Cents (\$3.90) per hour for each hour earned by each employee in the employ of the Employer.

Effective November 1, 1996, this amount shall increase to Three Dollars and Ninety Five Cents (\$3.95) per hour for each hour earned by each employee in the employ of the Employer.

Effective May 1, 1997, this amount shall increase to Four Dollars and Twenty Cents (\$4.20) per hour for each hour earned by each employee in the employ of the Employer.

Effective November 1, 1997, this amount shall increase to Four Dollars and Forty Five Cents (\$4.45) per hour for each hour earned by each employee in the employ of the Employer.

- b) The allocation of the contributions specified under the terms of Article 8(a) above between the I.U.O.E., Local 793 Members Life and Health and Benefit Trust Fund of Ontario shall be as mutually agreed by the Health and Pension Trustees, and shall be distributed by an independent administrator appointed by mutual agreement of the Health and Pension Trustees.
- c) These monies shall be remitted in accordance with this Agreement to the Welfare Trust Fund and Pension Trust Fund, which Funds shall be administered by an equal number of Trustees appointed by the Union and an equal number of Trustees appointed by the Employer.
- d) Payments into the Welfare Fund and Pension Fund are to be made by the 15th day of the month following the month for which payment is made, and at no time shall the contributions be paid directly to the employee.
- e) Every Employer bound by this Collective Agreement hereby covenants and agrees to sign a Participation Agreement with the Trustees in the form attached hereto as Appendix "A".
- f) In the event an Employer fails to remit any contributions, deductions or remittances for the Health Plan, Pension Plan, ducts, fees or assessments pursuant to Article 2, International Union of Operating Engineers, Local 793 Trades Training Fund pursuant to Article 3, Working Dues Check-Off pursuant to Article 2 or Industry Fund pursuant to Article 3, by the 15th day of the month due, the Employer shall pay to the appropriate Fund as liquidated damages and not as a penalty, an amount equal to two percent (2%) per month, compounded monthly (twenty four percent (24%) per annum) for any delinquent contributions, deductions or remittances fifteen (15) days in arrears calculated from the date due, provided the Employer has received five (5) days prior written notice to correct such delinquency and has not done so.
- g) With reasonable cause, the Trustees may request an Employer to submit to them within a stipulated period a certified audited statement of payroll contributions to these funds for a period not to exceed the period from the effective date of this Agreement until the date the audit takes place. Such statements shall reply to the questions submitted to the Employer by the Trustees.

**8. Welfare and Pension Plans - continued**

- h)** If the Employer does not submit the certified audited statement as per **Clause (g)**, the Trustees may appoint an independent chartered accountant or other qualified person to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's records only with respect to the Employer's contributions or deductions to the required Employee Benefit Plan.
- i)** Where the Trustees appoint an auditor, the cost shall be borne by the appropriate plan. In the event that the audit reveals discrepancies between the Employer's records and the contributions or deductions submitted, the cost shall be borne by the Employer.
- j)** In the event such audit reveals that the Employer has failed to remit contributions in accordance with the provisions of this Agreement, the Employer shall, within five (5) days of receipt of written notice from the Trustees, remit all outstanding contributions together with any liquidated damages required under **Clause (f)** above and completed supporting contributions report forms as required by the Plan.
- k)** When an Employer fails to remit all delinquent contributions, the provisions of **Clause (f)** shall apply and the Union, on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employers under **Section 126** of the Labour Relations Act of Ontario. All cost of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.
- l)** Where the Union has taken prior proceedings and obtained a decision against an Employer for delinquent contributions, deductions or remittances, the Union may require the said Employer to post a cash bond or certified cheque not to exceed Twenty Thousand Dollars (\$20,000.00) to be held in trust by the Trustees for a period to be determined by the Trustees. In the event that the said Employer again becomes delinquent for contributions, deductions or remittances the Union and/or the Trustees may apply the cash bond or certified cheque, or any portion thereof, to satisfy the delinquency and require the Employer to replenish the cash bond or certified cheque in a higher amount. In the event that the cash bond or certified cheque does not satisfy the full amount of the delinquency, the Union may take other proceedings to recover the balance.
- m)** In the event that a grievance alleging that an Employer has failed to remit the proper contributions, deductions or remittances to any Trust Fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:

A statement signed by a member of the Union, a Business Representative, a Trustee or the Administrator of a Trust Fund, shall be *prima facie* evidence of the number of hours worked by members of the Union and of a failure to make the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the Employer with proper documentary evidence.
- n)** If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to make appropriate payments to a Trust Fund or an Administrator as required by this Agreement is litigated and the Board determines that an Employer has violated the Agreement, then the Ontario Labour Relations Board or the Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses and Business Representatives, conduct monies, cost incurred in serving a summons, any expenses incurred by the Union pursuant to **Section 126(4)** or otherwise, for the Board of Arbitration.



**8. Welfare and Pension Plans - continued**

- o)** If the Ontario Labour Relations Board determines that the Employer has not violated the Agreement, then the Ontario Labour Relations Board or the Board of Arbitration shall require the Union to pay all costs to the Employer as required to in sub-paragraph(n) above.
- p)** If an Employer does not have any employees in his employ, he shall submit a NIL report in accordance with the provisions of Section **8(h)**.

**Deemed Assignment of Compensation Under: The Employment Standards Act, 1991**

- q)** The Trustees of the Employee Benefit Plans referred to in this Collective Agreement shall promptly notify the Union of the failure by any Employer to pay any employee benefit contributions required to be made under this Collective Agreement which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.



**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE METROPOLITAN TORONTO ROAD BUILDER'S ASSOCIATION**

**- and -**

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


This letter will confirm our agreement reached during negotiations that in the event any equipment currently being operated by members of Local 793 which might be or will be run by remote control or semi-automatic will continue to be operated by members of Local 793 who are qualified.

Dated at Toronto, this 20th day of June, 1994

**SIGNED ON BEHALF OF**

**THE METROPOLITAN TORONTO  
ROAD BUILDER'S ASSOCIATION**


  
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Joe Boccia, President

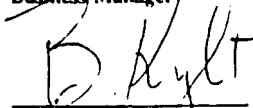
  
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Eric Lewis, Vice President

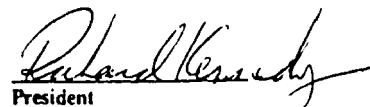
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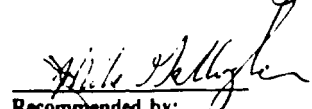
**SIGNED ON BEHALF OF**

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

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
Recording Secretary

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Recommended by:

Mike Gallagher

LETTER OF UNDERSTANDING

BETWEEN:

THE METROPOLITAN TORONTO ROAD BUILDERS' ASSOCIATION

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

If the Union enters into discussions with any Employer not bound to the Metropolitan Toronto Road Builders Association Collective Agreement for work on special projects, which discussions may result in the signing of an Agreement which contains terms more favourable than those contained in the Metropolitan Toronto Road Builders Association Collective Agreement, then the Union shall consult with the Metropolitan Toronto Road Builders Association prior to signing any Agreement or other document which may lead to such Agreement.

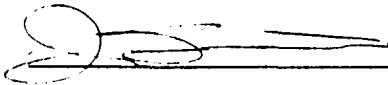
DATED AT TORONTO, this *20th* day of *June*, 19*95*

SIGNED ON BEHALF OF:


METROPOLITAN TORONTO ROAD BUILDERS ASSOCIATION

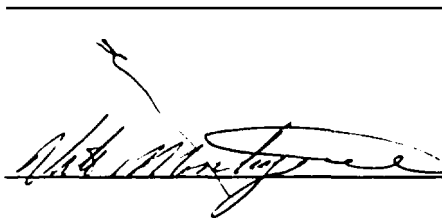
SIGNED ON BEHALF OF:

INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 793

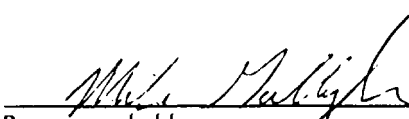
  
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Recommended by:  
Mike Gallagher, Labour Relations Manager