

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**

hereinafter called the “*Association*”

- and -

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

hereinafter called the “*Union*”

*Effective: May 1, 2010*

*Expires: April 30, 2013*

02653 (10)

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**(applicable to work performed in Simcoe County)**

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**BETWEEN:**

TORONTO AND AREA ROAD BUILDERS ASSOCIATION

hereinafter called the "*Association*"

OF THE FIRST PART

- and -

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 spes, 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 Greater 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, Simcoe County, 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.

**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.

**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, advancement 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 two percent (2%) per hour for each hour earned based on the total wage package, which includes the hourly rate, vacation pay and health plan and pension plan contributions. 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.

**2.06** **Advancement Dues Check-Off**

The Employer shall deduct ten cents (\$0.10) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. Effective June 14, 2010, this amount shall increase to fifteen cents (\$0.15) per hour for each hour earned. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Collective Agreement.

**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 forty-seven cents (47¢) 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 thirty seven cents (37¢) 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.

**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** Toronto And Area 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 5 - 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.

### **STEP 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 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 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.
- 6.08**
- a) The nature of the grievance, the remedy sought and the Section or Sections of the Agreement which are alleged to have been violated, shall be set out in the written record of the grievance and may not be subject to change in later steps;
  - b) In determining the time which is allowed in the various steps, Sundays and Statutory Holidays shall be excluded and any time limits may be extended by agreement in writing;



- c) If advantage of the provisions of **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.**

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**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.

- 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.

*(note: Changes to this provision, if any, shall be made in accordance with the Memorandum of Agreement attached as Appendix "A".)*

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 Greater 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.
- 10.06** Toronto And Area Road Builders Association shall provide to the Union by January 31st of each year an up to date copy of its contractor membership lists.

**ARTICLE 11 - LAY-OFF PROCEDURE**

- 11.01** in the event of lay-off of employees covered by this Agreement, the Employer shall abide by the following procedure, provided the remaining employees are capable of performing the work:

  - a) First laid-off shall be applicants for membership in the Union;

- b)** Second laid-off shall be members of the Union from out-of-province working on permits or travel cards;
- c)** Third laid-off shall be members of the Union who are in receipt of a retirement pension from the I.U.O.E., Local 793 Pension Plan, and such members shall not be recalled without a clearance card from the Union in accordance with **Article 2.02** of the Master Portion;
- d)** Last laid-off shall be all other members of the Union.

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

- 12.01** Wages shall be paid by cash or cheque and/or direct deposit 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, employment 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.
- 12.03** Whenever Employment 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 Employer agrees to provide sun protection and if it is a removable apparatus it will be the responsibility of the operator.

**13.09** 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.

**13.10** 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 Two Hundred and Twenty-Five Dollars (\$225.00) 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.

**13.11** **Hazardous Waste**

Toronto And Area 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.

**13.12** 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 procedure as set out in this Agreement.

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

**13.13** No entertainment or personal communication 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 break, regular work breaks, job site emergencies, or where prior approval is obtained from the employee's supervisor.

#### **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 – EARTHMOVING TRAINEES/REGISTERED APPRENTICES**

- 15.01**
- a)** A new Trainee/Registered Apprentice entering the industry who has taken pre-employment training at the Operating Engineers Training Institute of Ontario will work for his first 1,000 hours at fifty percent (50%) of the current base rate for the machine which he is operating. A new Trainee/Registered Apprentice shall be considered a probationary employee for the first thirty (30) working days.
  - b)** When a Trainee/Registered Apprentice has completed his first 1,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Trainee/Registered Apprentice will be employed for the next 1,000 hours at sixty percent (60%) of the current base rate for his classification.
  - c)** When a Trainee/Registered Apprentice has completed 2,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Trainee/Registered Apprentice will be employed for the remaining hours at seventy-five percent (75%) of the current base rate for his classification.

- d) After completion of 2,500 hours of on-the-job training and all related training as from time to time specified by the Training Fund the Trainee/Registered Apprentice will then fit into the work force at the rate of pay provided for in the Collective Agreement.
- e) Employers shall request Trainees/Registered Apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Trainees/Registered Apprentices shall be done from the appropriate Union District Office under the direction of the Training Fund.

**15.02 Ratio of Trainees/Registered Apprentices**

- a) The ratio of Trainees/Registered Apprentices employed by the Employer may be a minimum of one (1) Trainee/Registered Apprentice to each five (5) Journeymen Operating Engineers in his employ, but in all cases subject to paragraph b) below, the ratio shall be a minimum of one (1) Trainee/Registered Apprentice to each seven (7) Journeymen Operating Engineers or as otherwise authorized in writing by the Union.
- b) The maximum number of Trainees/Registered Apprentices employed by the Employer at the same time shall be no more than three (3), unless otherwise authorized in writing by the Union.

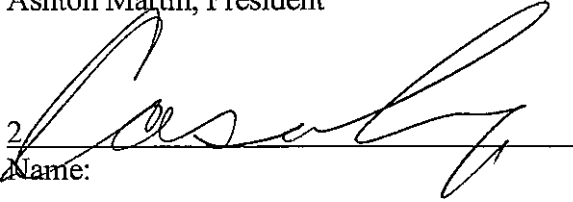
**ARTICLE 16 - DURATION OF AGREEMENT**

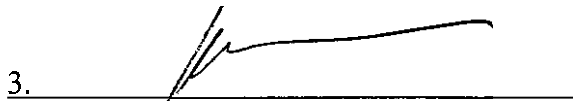
**16.01** This Agreement shall become effective on the 1st day of May, 2010, and shall remain in effect until the 30th day of April, 2013, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination or proposed revision of this Agreement not more than one hundred and twenty (120) days before the 30th day of April, 2013, or in a like period in any year thereafter.

TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION

1. 

Ashton Martin, President

2.   
Name:

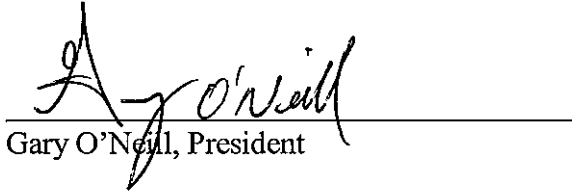
3. 

Mike O'Connor, Executive Director

INTERNATIONAL UNION OF  
OPERATING ENGINEERS. LOCAL 793



Mike Gallagher, Business Manager



Gary O'Neill, President



Rick Kerr, Recording Corresponding  
Secretary



Ron Hillis, Area Supervisor

# 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
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada 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 premium.

## **2. WAGES RATES AND CLASSIFICATIONS**

### **CLASSIFICATION**

The Benefit Plan and Pension Plan contributions set out below are subject to the specific allocation provisions described in **Schedule "A" - Article 8** Welfare and Pension Plans and **Schedule "B"** attached hereto.



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 1, 2009	\$33.55	\$3.35	\$4.00	\$6.10	\$47.00
May 1, 2011	\$34.97	\$3.50	\$4.40	\$6.63	
May 1, 2012	\$35.80	\$3.58	\$4.60	\$6.77	\$50.75

- 2.

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2009	\$33.29	\$3.33	\$4.00	\$6.10	\$46.72
Jun 14, 2010	\$33.89	\$3.39	\$4.20	\$6.49	
May 1, 2011	\$34.72	\$3.47	\$4.40	\$6.63	\$47.97
May 1, 2012	\$35.55	\$3.55	\$4.60	\$6.77	\$49.47

- 3.

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2009	\$33.09	\$3.31	\$4.00	\$6.10	\$46.50
Jun 14, 2010	\$33.69	\$3.37	\$4.20	\$6.49	\$47.75
May 1, 2011	\$34.52	\$3.45	\$4.40	\$6.63	\$49.00
May 1, 2012	\$35.35	\$3.53	\$4.60	\$6.77	\$50.25

4. 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), vacuum excavators, off highway vehicles, shuttle buggy.

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2009	\$32.95	\$3.29	\$4.00	\$6.10	\$46.34
Jun 14, 2010	\$33.55	\$3.36	\$4.20	\$6.49	\$47.60
May 1, 2011	\$34.37	\$3.44	\$4.40	\$6.63	\$48.84
May 1, 2012	\$35.20	\$3.52	\$4.60	\$6.77	\$50.09

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

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2009	\$32.85	\$3.28	\$4.00	\$6.10	\$46.23
Jun 14, 2010	\$33.45	\$3.35	\$4.20	\$6.49	\$47.49
May 1, 2011	\$34.27	\$3.43	\$4.40	\$6.63	\$48.73
May 1, 2012	\$35.10	\$3.51	\$4.60	\$6.77	\$49.98

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

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2009	\$32.69	\$3.27	\$4.00	\$6.10	\$46.06
Jun 14, 2010	\$33.29	\$3.33	\$4.20	\$6.49	\$47.31
May 1, 2011	\$34.12	\$3.41	\$4.40	\$6.63	
May 1, 2012	\$34.95	\$3.49	\$4.60	\$6.77	\$48.56
					\$49.81

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

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2009	\$32.33	\$3.23	\$4.00	\$6.10	\$45.66
Jun 14, 2010	\$32.93	\$3.29	\$4.20	\$6.49	\$46.91
May 1, 2011	\$33.76	\$3.38	\$4.40	\$6.63	\$48.17
May 1, 2012	\$34.58	\$3.46	\$4.60	\$6.77	\$49.41

- b) Bulldozer Operator (under D-4 or equivalent), Front-end Loader Operator (under one cubic yard), Packer with Blade.

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2009	\$32.25	\$3.22	\$4.00	\$6.10	\$45.57
Jun 14, 2010	\$32.85	\$3.29	\$4.20	\$6.49	\$46.83
May 1, 2011	\$33.68	\$3.37	\$4.40	\$6.63	\$48.08
May 1, 2012	\$34.50	\$3.45	\$4.60	\$6.77	\$49.32

- 8.

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2009	\$30.55	\$3.05	\$4.00	\$6.10	\$43.70
Jun 14, 2010	\$31.15	\$3.12	\$4.20	\$6.49	\$44.96
May 1, 2011	\$31.97	\$3.20	\$4.40	\$6.63	\$46.20
May 1, 2012	\$32.80	\$3.28	\$4.60	\$6.77	\$47.45

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.

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 will be paid per hour for all work performed on a regularly scheduled second or third shift in the shop as follows:  

May 1,2007: \$0.65	Jun 10,2010: \$0.90	May 1,2011: \$1.15
May 1,2012: \$1.40	Nov 1,2012: \$1.65	
- b) A shift premium will be paid per hour for all work performed on a shift starting after 4:00 p.m. as follows:  

May 1,2008: \$2.50	Jun 10,2010: \$2.75	May 1,2011: \$3.00
May 1,2012: \$3.25	Nov 1,2012: \$3.50	

**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 Eighty Dollars (\$80.00) per day or a maximum of Four Hundred Dollars (\$400.00) 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) The Greater Metropolitan Toronto Free Zone shall consist of the area within the west side of County Line #23, the south side of Highway #9, the east side of 3rd Line Oakville or their extensions and including the Town of Newmarket (with Lake Ontario as the southern boundary) and no travel shall be paid for this area.

- c) In regard to travelling time in the fringe area being the area beyond the west side of County Line #23, south side of Highway #9, east side of 3rd Line Oakville or their extensions and beyond the Town of Newmarket up to a radius of one hundred (100) kilometres, the employee will be paid at the rate of forty cents (40¢) per road kilometre, one way from the outer limits of the free travel zone.
- d) It is understood that when an employee is sent out of town by his Employer in the circumstances contemplated by paragraphs (a) and (c) 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 1, 2009, Employers shall contribute in total:  
Ten Dollars and Ten Cents (\$10.10) per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the “Health Plan”) and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the “Pension Plan”) for each hour earned by each employee in his employ.

Effective June 14, 2010, the total Employer contributions of Ten Dollars and Ten Cents (\$10.10) per hour shall increase to Ten Dollars and Sixty-Nine Cents (\$10.69) per hour.

Effective May 1, 2011, the total Employer contributions of Ten Dollars and Sixty-Nine Cents (\$10.69) per hour shall increase to Eleven Dollars and Three Cents (\$11.03) per hour.

Effective May 1, 2012, the total Employer contributions of Eleven Dollars and Three Cents (\$11.03) per hour shall increase to Eleven Dollars and Thirty-Seven Cents (\$11.37) per hour.

- b) It is agreed that Employers shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan, as set out in **Schedule “B”** of this Agreement.
- c) These monies shall be remitted in accordance with this Agreement to the Health Plan and Pension Plan, which Plans 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 Health Plan and Pension Plan are to be made by the 15th day of the month following the month for which payment is made, together with supporting information entered on a Reporting Form as designated by the Trustees and shall also be remitted on the 15th day of the month following the month in which the hours have been earned, 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, dues, 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 and Advancement 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.
- 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 133** 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, Business Representatives, and the Delinquency Control Officer, conduct monies, cost incurred in serving a summons, any expenses incurred by the Union pursuant to **Section 133(10)** or otherwise, for the Board of Arbitration.
- 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(d)**.

- q) Where the Union has instituted proceedings against a delinquent Employer under **Section 133** of the **Labour Relations Act** of Ontario as described in **Article 8(k)** and the delinquent Employer has failed to provide the supporting information in the manner and date(s) provided for in **Article 8(d)**, the parties agree that the Union may use the information provided by the delinquent Employer on prior Reporting Forms to arrive at a reasonable and probable estimate of the current delinquency.

A delinquent Employer who has failed to provide supporting documentation as outlined in paragraph 1 above shall be estopped from challenging the estimate arrived at by the Union pursuant to that section, save and except that the Employer may challenge the estimate through the production of accurate supporting information at any time before such date as the proceedings under **Section 133** of the **Ontario Labour Relations Act** as described above are concluded, but not thereafter.

**Article 8** of **Schedule “A”** requires that the Employer shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan as follows:

Effective **May 1, 2009**:

- (i) for employees with **\$5,850.00** or fewer dollars in their Health Plan dollar bank; Six Dollars and Ten Cents (**\$6.10**) to the Pension Plan; and Four Dollars (**\$4.00**) plus retail sales tax (**RST**) at the applicable rate on these contributions to the Health Plan.
  
- (ii) for employees with more than **\$5,850.00** in their Health Plan dollar bank; Ten Dollars and Ten Cents (**\$10.10**) to the Pension Plan for benefits; and  
  
Thirty-Two Cents (**32¢**) to be applied towards the cost of administering the Pension Plan; and  
  
Nil (**\$0**) to the Health Plan.

Effective **June 14, 2010**:

- (i) for employees with **\$6,750.00** or fewer dollars in their Health Plan dollar bank, Six Dollars and Forty-Nine Cents (**\$6.49**) to the Pension Plan; and Four Dollars and Twenty Cents (**\$4.20**) plus retail sales tax (**RST**) at the applicable rate on these contributions to the Health Plan.
  
- (ii) for employees with more than **\$6,750.00** in their Health Plan dollar bank, Ten Dollars and Sixty-Nine Cents (**\$10.69**) to the Pension Plan for benefits; and  
  
Thirty-Four Cents (**34¢**) to be applied towards the cost of administering the Pension Plan; and  
  
Nil (**\$0**) to the Health Plan.

Effective **May 1, 2011**:

- (i) for employees with **\$6,750.00** or fewer dollars in their Health Plan dollar bank; Six Dollars and Sixty-Three Cents (**\$6.63**) to the Pension Plan; and Four Dollars and Forty Cents (**\$4.40**) plus retail sales tax (**RST**) at the applicable rate on these contributions to the Health Plan.
  
- (ii) for employees with more than **\$6,750.00** in their Health Plan dollar bank; Eleven Dollars and Three Cents (**\$11.03**) to the Pension Plan for benefits; and  
  
Thirty-Five Cents (**35¢**) to be applied towards the cost of administering the Pension Plan; and  
  
Nil (**\$0**) to the Health Plan.



Effective **May 1, 2012**:

- (i) for employees with **\$6,750.00** or fewer dollars in their Health Plan dollar bank; Six Dollars and Seventy-Seven Cents (**\$6.77**) to the Pension Plan; and Four Dollars and Sixty Cents (**\$4.60**) plus retail sales tax (**RST**) at the applicable rate on these contributions to the Health Plan.
  
- (ii) for employees with more than **\$6,750.00** in their Health Plan dollar bank; Eleven Dollars and Thirty-Seven Cents (**\$11.37**) to the Pension Plan for benefits; and  
  
Thirty-Seven Cents (**37¢**) to be applied towards the cost of administering the Pension Plan; and  
  
Nil (**\$0**) to the Health Plan.

Effective on and after January 1, 2009 the amount **\$6,750.00** in a Member's Health Plan dollar bank noted in (i) and (ii) above shall be re-determined from time to time as determined by a duly constituted motion passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the administrator.

**(Applicable to work performed in Simcoe County)**

The Association and the Union agree that the terms and conditions of the Agreement between the parties for Ontario Labour Relations Board Area #8, save as hereinafter set forth shall apply equally in the County of Simcoe.

**1. SUBCONTRACTING**

The Employer shall subcontract the following work to employers bound to a collective agreement with the Union provided the Employer at the time of bidding receives competitive bids from at least three (3) contractors who are bound to a Collective Agreement with the Union and who are qualified and competent to perform the following work:

- A. Curb and gutter and sidewalks;
- B. Sewer and watermain;
- C. Asphalt Paving.

**2. MOBILITY**

The Employer may transfer employees from Board Area #8 to a project in Simcoe County, provided employees being transferred shall be paid the appropriate wage rates and benefits including any travel allowance according to the Board Area #8 schedule.

**3. TRAINING FUND**

Each Employer shall contribute the sum of fifteen cents (15¢) for each hour worked by each employee covered by this Agreement or such like Agreement to the International Union of Operating Engineers, Local 793 Training Fund.

**4. WAGES RATES AND CLASSIFICATIONS**

**CLASSIFICATION**

The Benefit Plan and Pension Plan contributions set out below are subject to the specific allocation provisions described in **Section 5 - Welfare and Pension Plans** and **Schedule "D"** attached hereto.

- 1. Operators of shovels, backhoes, dragline, gradall, clams (on site), Grader Operator "A" (with or without laser attachment), Clam Operator (yard), Mechanic, Welder "A", Pitman-type Operator (hydra-lift, truck-mounted hydraulic cranes), 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), Shuttle Buggy.

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2009	\$24.65	\$2.46	\$4.00	\$1.65	\$32.76
Jun 14, 2010	\$24.90	\$2.49	\$4.20	\$1.77	\$33.36
May 1, 2011	\$25.15	\$2.52	\$4.40	\$1.89	\$33.96
May 1, 2012	\$25.42	\$2.54	\$4.60	\$2.00	\$34.56

2. Concrete Paver Operator, Asphalt Planer Operator “A”, Engineers on boilers (with papers), Farm and industrial-type tractor with excavating attachments operators, Grader Operator “B”, Asphalt Roller “A”, Boiler Fireman (without papers), Roller Operator (asphalt) “B”, Bulldozer Operator (under D-4 or equivalent), Front-end Loader Operator (under one cubic yard), Packer with Blade, Farm and industrial-type Tractor Operator (towing compaction units), Grade roller, including self-propelled rubber-tired rollers, Asphalt Planer “B” (maximum 2’ wide).

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL
May 1, 2009	\$23.39	\$2.34	\$4.00	\$1.65	<b>\$31.38</b>
Jun 14, 2010	\$23.64	\$2.36	\$4.20	\$1.77	<b>\$31.97</b>
May 1, 2011	\$23.89	\$2.39	\$4.40	\$1.89	<b>\$32.57</b>
May 1, 2012	\$24.16	\$2.42	\$4.60	\$2.00	<b>\$33.18</b>

5. **WELFARE AND PENSION PLANS**

- a) Effective May 1, 2009, Employers shall contribute in total:

Five Dollars and Sixty-Five Cents (**\$5.65**) per hour to the international Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the “Health Plan”) and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the “Pension Plan”) for each hour earned by each employee in his employ.

Effective June 14, 2010, the total Employer contributions of Five Dollars and Sixty-Five Cents (\$5.65) per hour shall increase to Five Dollars and Ninety-Seven Cents (**\$5.97**) per hour.

Effective May 1, 2011, the total Employer contributions of Five Dollars and Ninety-Seven Cents (\$5.97) per hour shall increase to Six Dollars and Twenty-Nine Cents (**\$6.29**) per hour.

Effective May 1, 2012, the total Employer Contributions of Six Dollars and Twenty-Nine Cents (\$6.29) per hour shall increase to Six Dollars and Sixty Cents (**\$6.60**) per hour.

- b) It is agreed that Employers shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan, as set out in **Schedule “D”** of this Agreement.

**Section 5 of Schedule “C”** requires that the Employer shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan as follows:

**Effective May 1, 2009:**

- (i)** for employees with **\$5,850.00** or fewer dollars in their Health Plan dollar bank, One Dollar and Sixty-Five Cents (**\$1.65**) to the Pension Plan; and Four Dollars (**\$4.00**) plus retail sales tax (**RST**) at the applicable rate on these contributions to the Health Plan.
  
- (ii)** for employees with more than **\$5,850.00** in their Health Plan dollar bank, Five Dollars and Sixty-Five Cents (**\$5.65**) to the Pension Plan for benefits; and  
  
Thirty-Two Cents (**32¢**) to be applied towards the cost of administering the Pension Plan; and  
  
Nil (**\$0**) to the Health Plan,

**Effective June 14, 2010:**

- (i)** for employees with **\$6,750.00** or fewer dollars in their Health Plan dollar bank, One Dollar and Seventy-Seven Cents (**\$1.77**) to the Pension Plan; and Four Dollars and Twenty Cents (**\$4.20**) plus retail sales tax (**RST**) at the applicable rate on these contributions to the Health Plan.
  
- (ii)** for employees with more than **\$6,750.00** in their Health Plan dollar bank, Five Dollars and Ninety-Seven Cents (**\$5.97**) to the Pension Plan for benefits; and  
  
Thirty-Four Cents (**34¢**) to be applied towards the cost of administering the Pension Plan; and  
  
Nil (**\$0**) to the Health Plan.

**Effective May 1, 2011:**

- (i)** for employees with **\$6,750.00** or fewer dollars in their Health Plan dollar bank; One Dollar and Eighty-Nine Cents (**\$1.89**) to the Pension Plan; and Four Dollars and Forty Cents (**\$4.40**) plus retail sales tax (**RST**) at the applicable rate on these contributions to the Health Plan.
  
- (ii)** for employees with more than **\$6,750.00** in their Health Plan dollar bank; Six Dollars and Twenty-Nine Cents (**\$6.29**) to the Pension Plan for benefits; and  
  
Thirty-Five Cents (**35¢**) to be applied towards the cost of administering the Pension Plan; and  
  
Nil (**\$0**) to the Health Plan.

Effective **May 1, 2012:**

- (i) for employees with **\$6,750.00** or fewer dollars in their Health Plan dollar bank, Two Dollars (**\$2.00**) to the Pension Plan; and Four Dollars and Sixty Cents (**\$4.60**) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
  
- (ii) for employees with more than **\$6,750.00** in their Health Plan dollar bank; Six Dollars and Sixty Cents (**\$6.60**) to the Pension Plan for benefits; and  
  
Thirty-Seven Cents (**37¢**) to be applied towards the cost of administering the Pension Plan; and  
  
Nil (**\$0**) to the Health Plan.

Effective on and after January 1, 2009 the amount **\$6,750.00** in a Member's Health Plan dollar bank noted in (i) and (ii) above shall be re-determined from time to time as determined by a duly constituted motion passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the administrator.

## MEMORANDUM OF AGREEMENT

**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**

**(“TARBA”)**

**- and -**

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

**(“IUOE”)**

**WHEREAS** the Parties hereto are in the process of negotiating a renewal to the Collective Agreement between them which expired on April 30, 2010;

**AND WHEREAS** the Parties have an issue between them in relation to milling and grinding work;

**AND WHEREAS** the Parties wish to resolve that issue to allow them to conclude the renewal of the Collective Agreement;

**NOW THEREFORE** the Parties agree as follows:

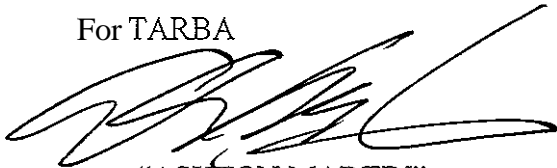
1. The Parties will meet within six weeks from the date hereof or as otherwise agreed to between the Parties.
2. At *this* meeting the Parties shall review the figures presented by each one of them representing each Party's calculation of the quantity of milling and grinding work performed in Board Area 8 by companies under contract and by companies not under contract with IUOE during the relevant period of January 1, 2009 until December 31, 2009. Back up documentation for all calculations shall be provided. The Unit of measurement agreed upon by the Parties shall be m<sup>2</sup> multiplied by depth as indicated on the tender documents.
3. If the Parties are satisfied that the IUOE has verified that it has companies under contract who perform 80 percent or more of milling and grinding work in Board Area 8 then the work of milling and grinding shall be included in the sub-contract clause Article 10.04 a).
4. In the event that the IUOE is able to verify that it has companies under contract who perform 80 percent or more of milling and grinding work in Board Area 8 then there shall be a phase in period prior to the full application of the sub-contract clause in relation to the milling and grinding work in Board Area 8. The period shall be agreed to by the Parties. If the Parties cannot agree, then that issue alone shall be referred to Arbitration.
5. During the phase in period, if an Employer bound to the terms of this Collective Agreement cannot perform the work of milling and grinding pursuant to the sub-contract clause due to the lack of capacity of the unionized industry to supply adequate machinery when required or provide a competitive price, the Employer shall contact the Union and advise it of the circumstances, including but not limited to the names of the companies under contract with IUOE contacted and the details of how the contract was tendered. The Parties shall make good

faith, reasonable, and expeditious efforts to resolve the issue, but if the Union is unable to resolve the issue or identify a company under contract able to supply adequate machinery to perform the tendered work when required or provide a competitive price, the Employer may hire a subcontractor from any source available to it.

6. in the event the Parties cannot agree on whether or not the figures presented by both of them established that the WOE has or has not been able to verify that it has companies under contract to perform 80 percent or more of the milling and grinding work in Board Area 8, then the Parties shall submit this issue, and this issue alone to an Arbitrator to be agreed upon by the Parties for ultimate resolution of that determination. No additional information or documents beyond that which the Parties have disclosed to each other in their meeting(s) shall be submitted to the Arbitrator. If the Parties are unable to agree on an Arbitrator either Party may request the Ministry of Labour appoint an Arbitrator. For clarity, paragraphs 6, 7, 8 and 9 ail apply following the determination by an Arbitrator.
7. As a consequence of the Parties entering into this memorandum the WOE will withdraw on a without prejudice basis all of the grievances it has presented up to the date hereof in relation to milling and grinding work.
8. The Parties agree that this Memorandum of Agreement constitutes a written settlement within the meaning of section 96(7) of the Ontario *Labour Relations Act* and failure to comply with any of the terms of this settlement may result in the matter being referred by either party to the *Board* hereunder for resolution.
9. The Parties agree that this Memorandum of Agreement may be signed in counterpart.

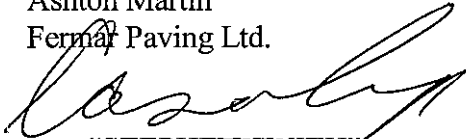
Dated at TORONTO, this 9 day of JUNE, 2010.

For TARBA



"ASHTON MARTIN"

Ashton Martin  
Fermat Paving Ltd.



"STEPHEN SMITH"

Stephen Smith *COSIMO CRUPI*  
C. *D. CRUPI SONS*

For WOE

"JOHN W. ANDERSON"

**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**

**- and -**

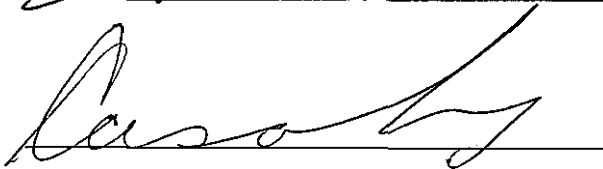
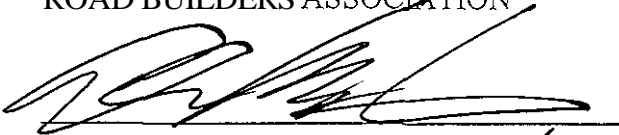
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**

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 where qualified.

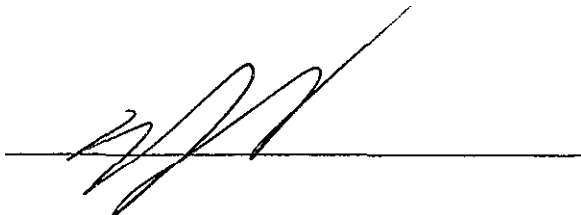
DATED at Oakville this 25 day of March, 20 11.

**SIGNED ON BEHALF OF**

TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION


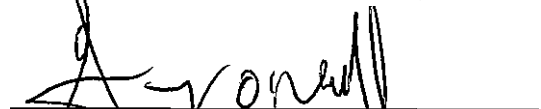


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**SIGNED ON BEHALF OF**

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 793

  
Mike Gallagher, Business Manager  
Gary O'Neill, President  
Rick Kerr, Recording Corresponding  
Secretary  
Ron Hillis, Area Supervisor



**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**

**- and -**


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


The Parties agree that notwithstanding the Memorandum of Agreement reached in relation to the County of Simcoe and specifically in relation to the subcontracting provision contained therein, when work is performed in the ICI Sector of the Construction Industry, the past practice shall prevail.

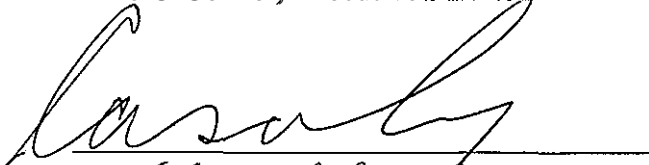
DATED this 25 day of March, 2011.

**SIGNED ON BEHALF OF:**

TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION

  
Ashton Martin, President


  
Mike O'Connor, Executive Director

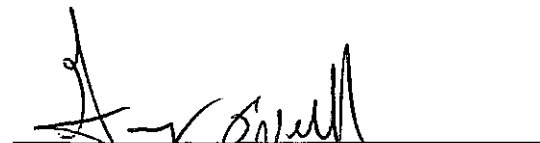
  
COSIMO CRUPI

  
VERA GAZDINA

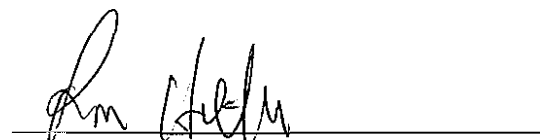
**SIGNED ON BEHALF OF:**

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 793

  
Mike Gallagher, Business Manager

  
Gary O'Neil, President

  
Rick Kerr, Recording Corresponding  
Secretary

  
Ron Hillis, Area Supervisor

**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**

**(the “Association”)**

**– and –**

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

**(“Local 793”)**

**No Strike– No Lockout Agreement**

**WHEREAS** the Association and Local 793 have entered into a Collective Agreement which is effective on its face from May 1st, 2010 to April 30th, 2013; and

**WHEREAS** the Association and Local 793 contemplate entering into a successor collective agreement which will be effective on its face from May 1st, 2013 to April 30th, 2016 (the “successor collective agreement”); and

**WHEREAS** the Association and Local 793 are desirous of ensuring that the Road Building Industry in the geographic areas covered by the Collective Agreement will not be subject to strikes and lockouts in future years;

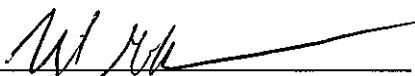
**NOW THEREFORE** the Association and Local 793 agree as follows with respect to the renewal of the above-noted successor collective agreement:

1. If Local 793 and the Association are unable to agree upon the terms and conditions of the successor collective agreements, then on the 30th day of April or thereafter in 2013, either party may refer the settlement of the new collective agreement to final and binding arbitration;
2. Local 793 and the Association agree that in view of the final and binding arbitration provisions set out herein there will not be, and they will not cause there to be, a strike or lockout following the expiry of the relevant collective agreement in 2013;
3. The Parties agree that, in order to meet the need for expedition in the construction industry, they will agree upon a mutually acceptable arbitrator by no later than April 30th, 2013, although it is understood that simply agreeing to an arbitrator in no way means that the agreement(s) must be settled by the arbitration;
4. Upon a party issuing a written notice of desire to proceed to final and binding arbitration to both the other party and the arbitrator, the arbitrator will commence a hearing with respect to the arbitration within fourteen (14) calendar days of the date of notice or thereafter if mutually agreed to by the Parties;

*Continued–*

5. It is agreed that the arbitrator will hear, and will have the necessary jurisdiction to determine, all lawful proposals and positions which are put before him/her by either party, and there is no restriction upon the number of issues which may be put to the arbitrator. Further, the parties agree that the arbitration process will not be one of final offer selection;
6. With respect to the agreements set out in **paragraph 5** above, the parties agree that they may mutually agree to modify the arbitration proceedings such that the number of issues proceeding to arbitration may be limited and/or that final offer selection may be utilized for all or part of the arbitration proceedings;
7. It is agreed that the arbitrator will issue his/her decision within seven (7) days of the date of the hearing and that any aspects of the decision may be retroactive to May 1st of the appropriate year if the arbitrator so determines;
8. It is agreed that any arbitrations which are required as between the Union and the Association will be the "industry arbitration" and accordingly pursuant to the terms and provisions of the Collective Agreement, including but not limited to this Letter of Understanding, it is agreed that such decisions will be final and binding upon any Employer bound to for all purposes;
9. The Parties agree that any arbitrator exercising jurisdiction under this Agreement will have no authority to impose any form of no strike – no lockout arrangement for any Collective Agreement for the period commencing May 1st, 2016, and thereafter unless otherwise specifically agreed to by the Parties;
10. The Parties agree that the agreements, duties, obligations and rights set out in this Letter of Understanding form part of the Collective Agreement which is binding upon them and in addition constitute a settlement of proceedings under the *Act* which is enforceable under Section 96(7) of the *Act* and accordingly are enforceable both as terms and provisions of this Collective Agreement and under the provisions of the *Act* with respect to the settlement of proceedings.

Signed and dated at Oakville this 25 day of March, 2011.

  
 \_\_\_\_\_  
 For the Union

\*   
 \_\_\_\_\_  
 For the Association

\_\_\_\_\_  
 Print Name

ASHTON MARTIN  
 \_\_\_\_\_  
 Print Name

**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**  
(the “Employer Association”)

– and –

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(“Local 793”)

**WHEREAS** the employers represented by Toronto And Area Road Builders Association are required to make contributions to the International Union of Operating Engineers, Local 793 Training Trust Fund (“Training Trust Fund”) pursuant to **Article 3** of the Collective Agreement between the International Union of Operating Engineers, Local 793 and Toronto And Area Road Builders Association (“Toronto Road Builders Agreement”);

**NOW THEREFORE** the parties agree as follows:

1. The Employer Association agrees that from and after the effective date of Toronto Road Builders Agreement, the Training Trust Fund shall continue and the Employer Association members shall make contributions in accordance with the applicable rates;
2. As of the effective date of Toronto Road Builders Agreement, the Employer Association will agree to amend the Trust Agreement of the Training Trust Fund (“Trust Agreement”) so that the Employer Association shall no longer be a party association to the Trust Agreement and will no longer have the right to appoint Trustees to the Board of Trustees, and any power of appointment which they have will be transferred to Local 793, which shall appoint all of the members of the Board of Trustees;
3. The amendments required to effect paragraph 2 above shall be made no later than December 31, 2004;
4. The Parties agree that prior to the amendments required by paragraph 2 above, an audit of the Training Trust Fund shall be undertaken;
5. It is understood by the Parties that Article 3.06(d); 6.01; 6.02; and 6.04(a), (b), (c) and (d) of the Training Trust Fund agreement shall be continued or amended as necessary so as to provide a release from any liability for the Employer Association and for employers represented by the Employer Association and any of its Trustees in respect of any liability current or contingent, in respect of funds collected, invested or otherwise disbursed by the Training Trust Fund, including any liability to Revenue Canada or otherwise required by law;

*Continued—*

6. Toronto Road Builders Agreement shall be amended as necessary;
7. In the event that the arbitration provision of the Trust Agreement are invoked to amend the Trust Agreement, the Employer Association agrees to support the agreement set out in this Letter of Understanding;
8. The Parties agree that this Letter of Understanding forms part of Toronto and Area Road Builders Association Collective Agreement and may be enforced pursuant to the terms and conditions therein.

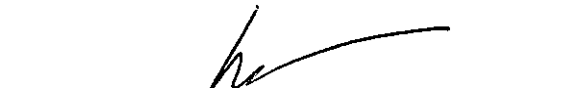
DATED this 25 day of March, 20 11.

**SIGNED ON BEHALF O F**

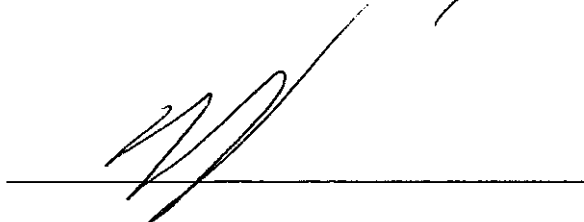
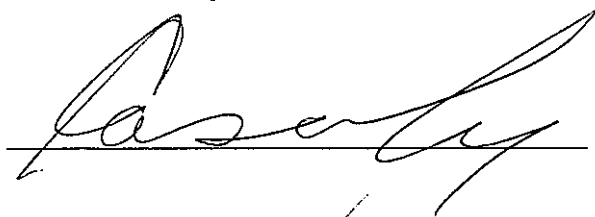
TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION



Ashton Martin, President

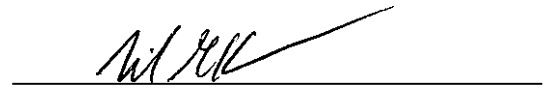


Mike O'Connor, Executive Director

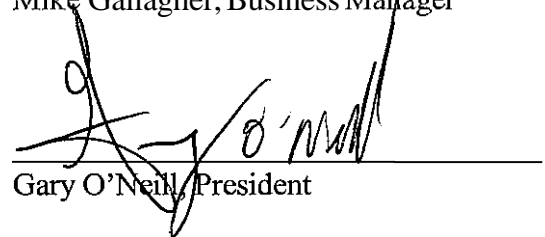


**SIGNED ON BEHALF O F**

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 793



Mike Gallagher, Business Manager



Gary O'Neill, President



Rick Kerr, Recording Corresponding  
Secretary



Ron Hillis, Area Supervisor

**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**  
**(the "Association")**

**- and -**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
**(the "Union")**

The parties agree that should the Union be able to verify that it has companies under contract who perform 80% or more of milling and grinding work in Board Area 8, then commencing May 1, 2010, the work of milling and grinding shall be included in the subcontract clause (Art. 10).

**DATED at** Oakville **this** 25 **day of** March **, 20** 11 **.**

**SIGNED ON BEHALF OF:**

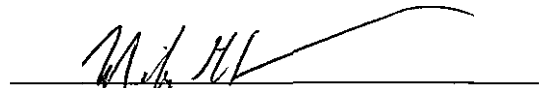
TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION



Ashton Martin  
For the Association

**SIGNED ON BEHALF OF:**

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 793



Mike Gallagher  
For the Union

*(Note: Any renewal, deletion or changes to the above-noted Letter of Understanding shall be made in accordance with the Memorandum of Agreement attached as Appendix "A".)*