

# COLLECTIVE AGREEMENT

*Between:*

## **KEN JACKSON CONSTRUCTION LTD.**

3123 Bruce County Road #15, R.R. #2

Tiverton, ON N0G 2T0

*Hereinafter called the "Employer"*

Phone 519.368.7874

Fax 519.368.5398

*~and~*

## **INTERNATIONAL UNION OF OPERATING ENGINEERS**

### **LOCAL 793**

115-4096 Meadowbrook Drive

London, ON N6L 1G4

*Hereinafter called the "Union"*

Phone 519.652.2740

Fax 519.652.9676

### **ARTICLE 1 – RECOGNITION**

- 1.1** The Employer recognizes the Union as the collective bargaining agency for all its Employees engaged in the operation of shovels, bulldozers and similar equipment on construction projects in the Counties of Middlesex, Bruce, Elgin, Oxford, Perth and Huron, save and except non-working forepersons and persons above the rank of non-working foreperson.

### **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.1** The Union agrees that it is the exclusive function of the Employer:
- a.** to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage jobs, locate, extend, curtail or cease operations, to determine the number of persons required at any or all operations, to determine the kinds and locations of machines, tools and equipment, to maintain order, discipline and efficiency;
  - b.** to hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline Employees, provided that a claim by an Employee that they have been discharged without reasonable cause shall be subject to the terms of this Agreement;
  - c.** to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the Employees.

### **ARTICLE 3 – UNION SECURITY**

- 3.1 a.** All present Employees covered by this Agreement shall become and remain members in good standing of the Union during the lifetime of this Agreement.

- b. All new Employees shall be required as a condition of employment, to become and remain members in good standing of the Union immediately upon the expiration of thirty (30) days employment.
- 3.2 It is expressly understood and agreed that the Employer shall not be required to discharge any Employee for violation of the provisions of this Article for union security for any reason other than the refusal of the Employee to join the Union or the non-payment of regular monthly dues and/or assessment.
- 3.3 a. 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 assessments from the Employee's pay.
- b. Regular monthly union dues shall be deducted from each Employee on the first pay of each month. The Union shall notify the Employer of the amount and any change thereto of the above mentioned deductions.
- c. Effective January 1, 2004, the Employer agrees to deduct from each Employee in the bargaining unit, working dues based on two percent (2%) of the total package which includes the hourly rate, vacation pay, health plan and pension plan contributions for each hour earned by each Employee.
- d. Effective January 1, 2021, the Employer shall deduct thirty cents (\$0.30), January 1, 2022 thirty-five cents (\$0.35) and January 1, 2023 forty cents (\$0.40) per hour earned by each Employee covered by this Agreement for Union Advancement Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Collective Agreement.
- 3.4 a. All dues, fees and assessments so deducted shall be remitted to the Union Office, 2245 Speers Road, Oakville, Ontario L6L 6X8, on or before the 15<sup>th</sup> day of the month following the month such deductions were made.
- b. The Employer shall, when making remittances to the Union, identify Employees both by name and Social Insurance Number and indicate the amount deducted from each Employee.
- 3.5 a. The Employer agrees that whenever they require personnel to perform work covered by this Agreement, they shall first call the area union office for their requirements.
- b. When adding to the workforce, the Employer shall have the prerogative, to hire through the Union Hall, former Employees who have been employed by the Employer for at least 400 hours, within the previous twelve (12) calendar months.
- c. The Employer who normally employs six (6) or less Employees shall be entitled to request by name, one (1) person from the Union's out-of-work list.

d. The Employer who normally employs more than six (6) Employees shall be entitled to request by name, two (2) persons from the Union's out-of-work list. The second choice may be made only after six (6) Employees have been employed.

**In all cases, all such persons must have a clearance card issued by the Union, *PRIOR* to commencing work.**

3.6 If the Union cannot supply qualified and competent personnel to perform work, within two (2) working days, excluding Saturday, Sunday and Holidays, the Employer may hire from any source available to them.

3.7 The Employer agrees to notify the Union within five (5) working days of the Employees hired as per **Article 3.6** of this Agreement.

3.8 a. The Employer agrees to employ only those sub-contractors and equipment rentals (except equipment dealers) who are in contractual relations with the Union to perform work set out in the classifications of this Agreement, dredging or as otherwise agreed to by the parties.

b. Owner-Operators who perform work covered by this Agreement shall be signatory to an Agreement with the Union and shall also be:

i. a member in good standing of the Union, and

ii. in good standing on contributions under the Health Plan, Pension Plan, Training Fund and for Working Dues, as required by this Agreement.

If the Union advises an Employer bound by this Agreement that an Owner-Operator engaged by such Employer is in violation of this Article, the Employer shall within 24 hours, replace such Owner-Operator.

#### **ARTICLE 4 – NO STRIKES, NO LOCKOUTS**

4.1 During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing and the Employer agrees 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.

4.2 The Union shall not involve the Employer in any dispute which may arise between the Union and any other company and the Employees of such other company.

4.3 However, this Article does not deny the Union the right to refuse to cross any legal picket-line and the Employer agrees that no action will be taken against the Union or any member for refusing to cross such legal picket line.

4.4 Similarly, the Employer shall not be deemed to have contravened this Article if a job or project is closed down by action beyond their control. In any event, notice of such action by either party shall be given prior to such action taking place.

## **ARTICLE 5 – UNION REPRESENTATION**

- 5.1** The Union shall notify the Employer in writing from time to time of the name of the appointed Steward, the date of their appointment and the name of the former Steward who they may be replacing.
- 5.2** The Business Representative of the Union shall be permitted to visit on the jobs or visit Employees on the Employer's premises after reporting to the senior Employer Representative available on the job or premises, but will not interfere with the progress of the work.
- 5.3** Whenever security regulations prevent access to any job or project, the Employer or their representative will give all possible assistance to the Business Representative to obtain the necessary pass or permission to gain access to such job or project.
- 5.4** Whenever possible, considering the nature of the work to be performed, the Steward shall be one of the last two Employees covered under the terms of this agreement, to remain, provided they are qualified, competent and capable of performing the remaining work.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 6.1** There shall be an earnest effort on the part of both parties to this agreement to settle promptly through the procedure set out herein, any complaints, grievance or disputes arising from the interpretation, application or administration of this Agreement.
- 6.2** All grievances to be dealt with under **STEP 2** below shall be in writing on a form supplied by the Union and signed by the Employee having such grievance.
- 6.3** Written grievances to be valid shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought, and shall not be subject to change at later steps except by the mutual agreement in writing with the Employer or in the case of remedy, by an Arbitration Board.
- 6.4** In determining the time which is allowed in the various steps, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.
- 6.5** If advantage of the provisions of **Articles 6 and 7** 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 re-opened.
- 6.6** The Employer shall designate and name the official to whom a written grievance is submitted at **STEP 2**.
- 6.7** It is understood and agreed that an Employee does not have a grievance until they have discussed the matter with their foreman or other supervisory personnel acting in this

capacity and given them an opportunity of dealing with the complaint. Their decision shall be made known to said Employee within forty-eight (48) hours.

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

### **STEP 1**

Within ten (10) days after the circumstances giving rise to the grievance occurred or originated, the aggrieved Employee, with or without a Union Representative, shall present their grievance orally or in writing to the official of the Employer named by the Employer to handle grievances at this step. If a settlement satisfactory to the Union and the Employee concerned is not reached within five (5) full working days, a grievance may be presented as indicated in **STEP 2** at any time within five (5) full working days thereafter.

### **STEP 2**

The Union, if it considers it a valid grievance, may submit the grievance to the Employer and the respective designated official of both parties shall meet as promptly as possible thereafter in an endeavour to settle the grievance. If a satisfactory settlement is not reached within ten (10) days from this meeting, the grievance may be submitted to arbitration as provided in **Article 7**, at any time within fourteen (14) days thereafter, but not later.

The Union may process a written grievance which involves a number of Employees of an Employer or an interpretation of the agreement which an Employee cannot grieve. Such grievances shall be commenced at **STEP 2** of the above procedure.

The Employer may process a written grievance alleging violation of the interpretation of the agreement at **STEP 2** of the above procedure. Such grievance shall be commenced at **STEP 2** within ten (10) full working days after the circumstances giving rise to the grievance occurred or originated.

**6.8** Notwithstanding the above, a grievance concerning wages and fringe benefits may be presented within thirty (30) days after the circumstances giving rise to the grievance occurred or originated and further provided that a grievance concerning Welfare and Pension contributions may be presented within thirty (30) days after the particulars or such grievance should have reason to become first known to a Union Representative.

## **ARTICLE 7 – ARBITRATION**

**7.1** The parties to this Agreement agree that any grievance concerning the interpretation, or alleged violation of the Agreement which has been properly carried through all the steps of the Grievance Procedure outlined in **Article 6** which has not been settled will then be referred to a Board of Arbitration at the request of the parties hereto.

**7.2** The Board of Arbitration shall be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairman, chosen by the other two members of the Board.

- 7.3 Within five (5) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.
- 7.4 Should the person chosen by the Employer 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 above, the Minister of Labour of the Province of Ontario will be asked to appoint a Chairman.
- 7.5 The decisions of the Board of Arbitration or a majority of such Board constituted in the above manner shall be binding on the parties to this Agreement.
- 7.6 The Board of Arbitration shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.7 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expenses of the Chairman.
- 7.8 No proceeding under **Articles 6 and 7** shall be declared invalid by any defect in form or any technical irregularity and actions under these Articles shall not be set aside if no substantial wrong or miscarriage of justice has occurred.

#### **ARTICLE 8 – LAYOFF**

- 8.1 When an Employee is permanently laid off, they shall receive their pay in full and shall be given their Record of Employment Certificate and Vacation Pay within four (4) working days from official receipt of final approved time sheet. When Employees are laid off and the Employer fails to send such wages and employment records as stated above, the Employer shall pay eight (8) hours pay at the regular rate for each additional regular working day the Employee is required to wait for their pay and records after giving notice to the Employer and giving them four (4) hours to correct such default. It is understood if the Employer, within four (4) working days, mails the Employee their pay, Record of Employment Certificate, and Vacation Pay by registered mail to their last known address, then the Employer is not obliged to pay waiting time.
- 8.2 When an Employee quits, they will receive their pay, Record of Employment Certificate, and Vacation Pay on the next regular pay day.

#### **ARTICLE 9 – REPORTING TIME**

- 9.1 When an Employee reports for work at the direction of the Employer or their representative at the recognized starting time of any regular working day, and they are unable to start for the following reasons, they shall be paid minimum recompense as follows:

a. Two (2) hours pay together with travelling expenses, whenever applicable, shall be allowed by the Employer when an Employee covered by this Agreement reports for work at the Employer's shop or job, but work is not available due to inclement weather provided the Employee had not been instructed not to report at least one hour prior to the end of the previous shift. However, they shall remain at work on maintenance of their machine or other equipment coming within their craft, unless released by the foreperson.

b. Two (2) hours pay together with travelling expenses whenever applicable, shall be allowed by the Employer when an Employee covered by this Agreement reports for work at the Employer's shop or job, but work is not available due to reasons other than inclement weather. However, they shall remain at work on the maintenance of their machine or other equipment coming within their craft, unless released by their foreperson.

c. In the event that the conditions stated in a. and b. occur but the Employer or their representative has good reason to believe that the conditions will change and permit work to proceed, they may instruct the Employee to remain on the job for the period of minimum recompense or for such longer time as they see fit, provided the extra waiting time is paid for at the regular rate of pay. Should conditions change and permit work to proceed, then the Employee shall receive regular wages for the hours of work actually performed, plus the minimum recompense pay and waiting time if any, up to the maximum hours of work permitted for the job in any one day. Any hours worked in addition to those permitted in any one day, shall be paid for at overtime rates.

## **ARTICLE 10 – TRAVELLING EXPENSES**

**10.1 a. Zone A** – There shall be a free zone of a forty (40) kilometre radius from the Employer's home base. Employees shall report for work within the free zone at no cost to the Employer.

**Zone B** – For work outside the 40 km. free travel zone area, and where required, the Employer will provide safe and suitable daily transportation, and pay the Employee forty-five dollars (\$45.00) per day worked, which shall be paid as mileage.

**Zone C** – for work more than 120 km. Radius from the Employer's home base, and where required, the Employer will provide safe and suitable daily transportation, and pay the Employee fifty-five dollars (\$55.00) per day worked, which shall be paid as mileage.

b. When transportation to and from a work site is provided by the Employer, such transportation shall be consistent with the Highway Traffic Act.

c. If Employees are required to use their own vehicle for transportation to and from any work site beyond the free zone, as noted in **Article 10.1**, automobile expenses will be paid at the rate of sixty-four cents (\$0.64) per kilometre effective January 1, 2020, travelled beyond the free zone, to a maximum of one hundred and ten dollars (\$110.00)

per day. The Employee has the option to use their own transportation and be paid the travel allowance. The Employee shall make the choice in regard to the option they choose at the onset of the project and this option shall not be changed within the duration of the project unless mutually agreed by both parties.

- 10.2** Where the operations of the Employer require the Employees to transfer from job to job and from place to place, then provided the Employee remains with the Employer for the duration of the job, the Employer agrees to pay the cost of transportation between the two points and reimburse for meals and accommodation en route.
- 10.3** Where Employees are required to work beyond three hundred and twenty (320) kilometres from the point of hire or dispatch, the Employer shall pay the per diem Board Allowance of one hundred and ten dollars (\$110.00) per day, seven (7) days per week. Where the Employer provided adequate room and board, the room and board allowance will not apply. The Employee has the option to select their own room and board and be paid.

#### **ARTICLE 11 – HOURS OF WORK AND OVERTIME**

- 11.1** The Employer shall apply the wage rates and conditions of the appropriate Local Agreement for the class and character of the work being performed to all work on E.P.S.C.A. and Electrical Power Systems Sector (Windmill) Projects, Excavations, Sewer & Watermain projects and Building Construction Projects.
- 11.2** **a.** The regular hours of work for Employees covered by this agreement shall consist of not more than fifty (50) hours per week, Monday to Friday inclusive and shall be paid for at the regular rate of pay. All hours worked in excess of fifty (50) hours per week and on Saturday shall be paid for at the rate of one and one-half (1.5) times the regular rate of pay.
- b.** The Employer shall not discriminate against any Employee who refuses to work more than eleven (11) hours per day.
- c.** Any Employee who works past 7:00 p.m. shall be paid a meal allowance of twenty dollars (\$20.00) for each day this occurs.
- 11.3** It is agreed that this Agreement shall apply to work performed within a structure that is under Agreement in the Industrial, Commercial and Institutional sector (I.C.I.) between the Provincial Employer Bargaining Agency and Employee Bargaining Agency, except that the Employer agrees to pay the rates of wages established by the Provincial I.C.I. Agreement, for all work performed within a limit of twenty-five (25) feet outside the structure. It is understood that this does not apply to work performed on the site abutting to the structure and not being part of the structure.
- 11.4** It is further agreed that a minimum of four (4) hours of I.C.I. wage rates will be paid for a single shift for any work performed within the structure limits.



- 11.5 When oiling and greasing of equipment cannot be performed during the regular working hours, the Employee operating such equipment shall be paid for one-half (1/2) hour at their applicable rate of pay for oiling and greasing work which he performs before or after the regular working day.
- 11.6 a. Employees engaged in snow removal or sanding operations shall be paid at straight time rates of pay. Employees engaged in snow removal or sanding operations shall receive a premium of eighty-five cents (\$0.85) per hour above their straight time rate of pay for work on Saturday, Sunday and Statutory Holidays. On week days, the eighty-five cents (\$0.85) per hour premium shall also be paid for all hours worked between the hours of 6:00 p.m. and 8:00 a.m. and for the full shift providing at least 50% of the shift hours are between the hours of 6:00 p.m. and 8:00 a.m.
- b. A minimum of four (4) hours will be paid when and Employee is called out for snow removal or sanding operations.
- 11.7 All work performed on Sundays and Statutory Holidays shall be paid for at double (2x) the Employees regular rate of pay.
- 11.8 **Shift Work - Irregular Start Time**
- a. Employees who commence work between 6:00 a.m. and 11:59 a.m., Monday to Friday shall be paid in accordance with **Article 11**.
- b. Employees who commence between 12:00 noon and 5:59 p.m. Monday to Friday shall be paid regular rates of pay plus seventy cents (\$0.70) per hour. The meal allowance shall be paid after twelve (12) hours from the commencement of work. An Employee who normally starts their workday in accordance with **Article 11.8 a** and cannot start to work in that period because of inclement weather or the unavailability of equipment needed to perform the job, may commence work during the time period described in **11.8 a**. The seventy cent (\$0.70) an hour premium shall not be paid in these isolated cases. All other terms and conditions of the Collective Agreement shall apply.
- c. Employees who commence work between 6:00 p.m. and 6:00 a.m., Monday to Friday shall be paid regular rates of pay plus ninety cents (\$0.90) per hour. The meal allowance shall be paid after twelve (12) hours from the commencement of the work.
- d. All hours worked before 12:01 a.m. Monday morning and after 12:59 Friday night shall be paid in accordance with **Article 11.2 and 11.7**.
- e. A new Employee hired in accordance with **Article 3**, shall be paid the same irregular starting time premium as the crew they are dispatched to work with for that day. All hours worked before 12:01 a.m., Monday to Friday morning and after 11:59 p.m. Friday night, shall be paid in accordance with **Article 11.2 a and 11.2 b**.

- 11.9 Wherein the course of a workday, the Employer assigns an Employee to operate equipment in a lesser-rated classification, such Employee will be paid their normal rate of pay for the balance of that day. This shall not apply where the assignment is for the convenience of the Employee or where the assignment is a result of reduction of work or equipment breakdown.

## **ARTICLE 12 – BENEFIT, PENSION, TRAINING & EMPLOYER FUND**

12.1 The allocation of the contributions specified under the terms of **Article 12.2** and **12.3** between the I.U.O.E. Local 793 Members Life and Health Benefit Trust of Ontario and I.U.O.E. Local 793 Members Pension Benefit Trust 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.

12.2 a. The Employer agrees to contribute four dollars and forty-two cents (\$4.42) effective January 1, 2021, four dollars and forty-seven cents (\$4.47) effective January 1, 2022 and four dollars and thirty-one cents (\$4.31) effective January 1, 2023 per hour for each hour earned by each Employee covered by this Agreement and to send same to the International Union of Operating Engineers, Local 793 Benefit Trust Fund on a monthly basis. The Employer agrees to be bound by the Trust agreement. The Trust fund and Benefit plan shall be administered by Trustees appointed by the Employer and the Union. Contributions shall be sent to the Trustees not later than the 15<sup>th</sup> day of the month, following the month for which such contributions were made.

b. The parties hereby agree to establish a Supplementary Unemployment Benefit Plan (“SUB Plan”) to provide certain monetary benefits to members who become unemployed and otherwise qualify under the terms of the SUB Plan.

Effective January 1, 2021, the Employer shall contribute five cents (\$0.05) per hour earned for each employee in their employ. Effective January 1, 2022, the Employer shall contribute ten cents (\$0.10) per hour earned for each employee in their employ. Effective January 1, 2023, the Employer shall contribute thirty-six cents (\$0.36) per hour earned for each employee in their employ.

The Parties agree the SUB Plan shall be established, managed, operated and administered solely but the Trustees of the SUB Plan and that nothing herein shall be construed to make the Employer, or any individual contractor bound to the Collective Agreement, an insurer or provider of the SUB Plan benefits. The financial obligation of the Employer and any individual contractor bound to the Collective Agreement is entirely fulfilled by making the contributions required herein.

The Parties agree any issue concerning the SUB Plan (including but not limited to eligibility to participate in, and entitlement under, the SUB Plan) shall be subject to the specific provisions of the SUB Plan. Any dispute over payment of SUB Plan benefits shall be adjusted solely between the member and the Trustees of the SUB Plan. The

Employer, or any individual contractor bound to the Collective Agreement, shall not be requested or required to participate in any such dispute.

The Union agrees to save harmless and indemnify the Employer, and any individual contractor bound to the Collective Agreement, from and against a claim, charge, tax, penalty or demand which may be made by the Canada Revenue Agency regarding the obligation to pay income tax, a charge, a tax, or a penalty under any law including, but not limited to, the *Income Tax Act (Canada)*, in respect of any amount paid to a member under the SUB Plan, and in respect to any claim, charge, tax or penalty which may be made on behalf of or related to the Employment Insurance Commission and Canada Pension Commission or any other Government agency or commission under the applicable statutes and regulations with respect to any amount paid to a member under the SUB Plan.

**c. DeNovo Treatment Centre Contributions:** Effective January 1, 2021 the Employer shall contribute two cents (\$0.02) per hour to the Health Plan for each hour earned by each Employee in their employ as a DeNovo Treatment Centre contribution, to be submitted with the Health and Pension Fund payments herein provided.

**12.3** The Employer agrees to contribute three dollars and thirty-one cents (\$3.31) per hour effective January 1, 2021, three dollars and thirty-three cents (\$3.33) per hour effective January 1, 2022 and three dollars and forty-three cents (\$3.43) per hour effective January 1, 2023 for each hour earned by each Employee covered by this Agreement to the International Union of Operating Engineers, Local 793 Pension Plan Fund on a monthly basis. Contributions shall be sent to the Trustees not later than the 15<sup>th</sup> day of the month following the month for which such contributions were made.

**12.4 a.** The Employer shall contribute sixty-five cents (\$0.65) per hour for each hour effective January 1, 2021, by each Operating Engineer in their employ, to be submitted with the Pension and Health Fund payments, herein provided, and to be remitted to a fund for the purpose of establishing and maintaining a joint apprenticeship fund.

**b.** The Employer shall contribute five cents (\$0.05) per hour to the National Training Fund for each hour earned by each employee in their employ, to be submitted with the Pension and Health Fund payments herein provided for the purpose of developing and implementing programs established by the National Training Fund.

**12.5** The Employer agrees to hold harmless and indemnify the Union and the Benefit and Pension Trustees against any liability incurred as a result of the contributions in **Article 12.4** above.

**12.6** These monies shall be remitted in accordance with this Collective Agreement and shall be remitted by the 15<sup>th</sup> day of the month following the month in which the hours have been earned, together with supporting information entered on a reporting form as designated by the Trustees and at no time shall the contributions be paid directly to the Employee.

- 12.7** In the event an Employer fails to remit any contributions, deductions or remittances for the Health plan, the Pension plan, dues, fees or assessments pursuant to **Article 3**, I.U.O.E. Local 793 Trades Training Fund pursuant to **Article 12.4**, working dues check-off or Employer Labour Relations Fund, by the 15<sup>th</sup> 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 3% per month, compounded monthly 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.
- 12.8** 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.
- 12.9** If the Employer does not submit the certified audited statement as per **12.8**, the Trustees may appoint an independent chartered accountant 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.
- 12.10** Where the Trustees appoint an auditor, the cost shall be borne by the appropriate plan.
- 12.11** 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 5 days of receipt of written notice from the Trustees, remit all outstanding contributions together with any liquidated damages required under the terms of **Article 12.7** above and completed supporting contribution report forms as required by the Plan.
- 12.12** When the Employer fails to remit all delinquent contributions, the provisions of **3.4 b** shall apply and the Union, on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employers under *Section 46 of the Labour Relations Act of Ontario*. All costs of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.
- 12.13** 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) 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.

- 12.14 If an Employer does not have any Employees in their employ they shall submit a NIL report in accordance with the provisions of 3.4.

### **ARTICLE 13 – STATUTORY HOLIDAYS**

- 13.1 The following Statutory Holidays shall be observed:

New Years Day	Family Day	Good Friday	Victoria Day
Dominion Day	Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day		

And any additional holiday when proclaimed by the Federal or Provincial Government.

### **ARTICLE 14 – VACATION AND HOLIDAY PAY**

- 14.1 Vacation credits shall be four percent (4%) of earnings and shall be paid weekly.

- 14.2 Holiday credits shall be six percent (6%) of earnings and shall be paid weekly.

### **ARTICLE 15 – WAGE PAYMENT**

- 15.1 The regular pay day shall be once a week, not later than Thursday of each week. Wages shall be paid on the job site before quitting time, in cash or cheque, payable at par in the locality of the job site, and Employer shall arrange that the pay cheques will be honoured at a local bank. The Employer may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll. Accompanying each payment of wages shall be a statement showing the Employee's name, hourly rate, total earnings, the amount of each deduction, the purpose thereof and the net earnings.

The Employer may pay wages as a direct bank deposit, no later than Thursday, each week and a detailed breakdown indicating hours, hourly rate, allowances and all deductions shall be provided for each deposit.

### **ARTICLE 16 – BEREAVEMENT LEAVE**

- 16.1 Employees shall be granted a leave of absence to arrange for and attend the funeral of a family member in accordance with the Bereavement Leave provision in the Life and Health Benefits Plan for Active Members.

### **ARTICLE 17 – GENERAL**

- 17.1 The Employer will continue the present practice of providing Employees with such protective wet weather clothing as it is deemed necessary by the Employee. The Union

recognizes the right of the Employer to economically supervise the distribution of the clothing provided.

- 17.2 Every Employee shall be required as a condition of employment, to wear a safety helmet of a type approved by the Construction Safety Association. The helmet shall be paid for by the Employee at the time it is supplied and on termination of employment, the Employee will be credited with the amount paid provided the helmet is turned in, in good condition. When the Employer makes mandatory the wearing of a specific helmet, it will be released on a charge-out basis.
- 17.3 The Union will co-operate with the Employer to prevent wasteful practices.
- 17.4 The Employer will not discriminate against an Employee for refusing to work overtime.
- 17.5 A bulletin board will be provided by the Employer for the use of the Union to post notices etc., but all such notices shall have the prior approval of the Employer.
- 17.6 Head sets for hearing and eye protectors, when necessary, shall be provided by the Employer to comply with the appropriate Safety Code or Act. It shall be a condition of employment that every Employee wear such head sets for hearing and eye protectors where required.
- 17.7 In the event of fire or theft resulting in the loss of a mechanic's tools, the Employer will replace such items subject to a maximum claim of ten thousand dollars (\$10,000.00) and a one hundred dollar (\$100.00) deductible, provided that such tools are kept in a place designated by the Employer. Such replacement is based on proof of loss by fire or theft being made to the Employer. Each mechanic must file with their Employer a listing of the tools showing their valuation and the Employer's liability shall be limited to such listing.
- 17.8 **Hazardous Waste Handling**  
The Employer and the Employee shall comply with the guidelines as set out in the Ontario Health and Safety Act. The Employer shall supply all safety equipment required by law in the handling of hazardous material.
- 17.9 The Employer agrees to supply and pay the cost of coverall rental and cleaning for all mechanics, service persons and welders in their employ.
- 17.10 Each Employee shall be entitled to a one hundred and thirty five dollar (\$135.00) boot/clothing allowance once per calendar year. Employees must be employed by their Employer for a period of three (3) months to be eligible and must provide the Employer with receipts.

## **ARTICLE 18 – REGISTERED APPRENTICES and/or TRAINEES**

- 18.1** a. A new Registered Apprentice entering the industry who has taken pre-employment training at the Training Institute, will work for their first 1,000 hours at 50% of the current base rate for the machine which they are operating.
- b. When a Registered Apprentice has completed their 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 will be employed for the next 1,000 hours at 60% of the current base rate for their classification.
- c. When a 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/Apprentice will be employed for the next 500 hours at 75% of the current base rate for their classification.
- d. After completion of 2,500 hours of on-the-job training and all related training as from times to time specified by the Training Fund, the Registered Apprentice will then fit into the work force at the rate of pay provided for in the Collective Agreement.
- e. Employers shall request Registered Apprentices through the Union District offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Trainees/Apprentices shall be done from the appropriate Union district office under the direction of the Training Fund.

### **18.2 Ratio of Registered Apprentices and/or Trainees**

The ratio of Registered Apprentices and/or Trainees employed by an Employer shall not be more than one (1) Registered Apprentice and/or Trainee for each six (6) journeymen Operating Engineers in their employ or as otherwise authorized in writing by the Union.

### **18.3 Recall of Registered Apprentices and/or Trainees**

Registered Apprentices and/or Trainees laid off due to lack of work may be recalled by their respective Employer, through the Union district office, at any time during a one year period provided the Registered Apprentice and/or Trainee was employed by the Employer for more than 90 working days and is available for work.

- 18.4** The Employer may request a Trainee to be dispatched as a new Employee in accordance with **Article 3.5 a.** or hired in accordance with **Article 3.6.** The Union shall provide upon mutual agreement with the Employer, written notice of the duration of the training period and the applicable hourly rate and total package to the new Trainee and their Employers for their records. This Article does not apply to Registered Apprentices which are covered in **Article 18.**

**18.5 Log Books**

Each Registered Apprentice will be required to keep a daily work record with each Employer and a copy will be supplied to the Training Institute every 30 days. Failure to do so may result in disciplinary action by the Training Fund.

**18.6** It is understood and agreed that no Employee will receive a reduction in wages or other benefits because of the introduction of this Registered Apprenticeship and Training program.

**ARTICLE 19 – SURVEYORS – DUTIES & RESPONSIBILITIES**

The following duties and responsibilities related thereto shall apply to all phases of survey work which the Employer undertakes to perform.

**19.1 Party Chief:**

Shall take directions from the Employer's assigned representative(s), shall be responsible for all survey work performed by their party including but not limited to, the field layouts on a horizontal and vertical plane, the proper location of formwork and imbedded items prior to placement of concrete, the supervision and direction of all members of their survey party.

**19.2 Instrument Person:**

Shall be able to perform lay-out under direction of the Employer's representative(s) and/or Party Chief. They shall be able to set up, operate and make minor adjustments to surveying instruments, read plans and sketches, and keep surveying records, they shall be able to perform the duties of Rod Person and Chain Person.

**19.3 Sr. Rod Person:**

One, who assists Instrument Person, is able to operate survey rod, chain and instruments accurately and efficiently, have some blueprint reading ability and knowledge or survey practice and methods of setting grading and lines.

**19.4 Jr. Rod Person:**

One who assists Sr. Rod Person and Instrument Persons and has knowledge of standard survey practice and methods.

**19.5 Chain Person:**

One who assists all of the above and is learning survey practice and methods.

**ARTICLE 20 – WAGES AND CLASSIFICATIONS**

**20.1** The parties agree that the following Schedule attached hereto is incorporated into and forms part of this Collective Agreement:

**SCHEDULE "A" Wage Rates & Classifications**



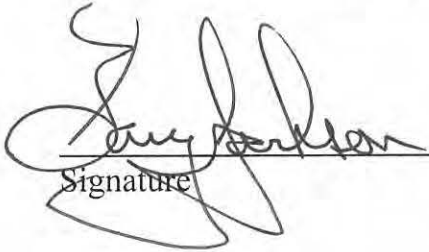
**ARTICLE 21 – DURATION OF AGREEMENT**

21.1 This Agreement shall become effective on the 1<sup>st</sup> day of January, 2021 and shall continue in effect until the 31<sup>st</sup> day of December, 2023 and shall remain in force and effect from year to year thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within ninety (90) days before the 31<sup>st</sup> day of December 2023 or in a like period in any year hereafter.

IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and/or representatives of both parties affix their signatures and seal this 2nd day of December 2020.

*Signed on Behalf of:*

Ken Jackson Construction Ltd.

  
Signature

Gary Jackson CEO.  
Print Name and Title


Bruce Rd 15 #3123  
Address

Tiiverton Ont N0G2T0.  
City, Province, Postal Code

519 389 1411  
519 368 5398  
Telephone and Fax Number(s)

*Signed on Behalf of:*

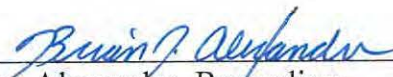
International Union of Operating Engineers, Local 793

  
Mike Gallagher, Business Manager

  
Joe Redshaw, President


  
Joe Dowdall, Vice-President

  
Rick Kerr, Treasurer

  
Brian Alexander, Recording-  
Corresponding Secretary

Gary@Ken Jackson Construction.ca

Email Address



Recommended by: Kelly Burla,  
London Business Representative



Recommended by: Donny Collins,  
London Business Representative

## SCHEDULE "A"

1.1 The minimum basic wage rates for Employees performing work covered by this agreement shall be in accordance with the following schedule of work classifications and wage rates. These work classifications are defined to establish wage rates for personnel covered by this agreement when working in these classifications and all similar equipment working on land and water.

It is understood and agreed that the implementation of the following wage schedule shall not result in the reduction of the hourly rate of any present Employee. The rate of wages shall be effective on dates indicated.

a. Engineers operating: power shovels; clams; backhoes; cranes; draglines; piledrivers; derricks; ladder-type trenching machines; pitman type trucks lifting capacity over 10 tons; gradalls; caisson boring machines and mobile cranes; feller buncher; Party Chief; graders on fine grade; trim dozer and loaders (final grade):

Date	Wage Rate	Vacation Pay	Benefit Plan		Pension Plan	Training Fund		Total Package	DeNovo Fund (Employer Paid)
			(Regular)	(SUB)		(Regular)	(National)		
Jan. 1/21	\$30.58	\$3.06	\$4.42	\$0.05	\$3.31	\$0.65	\$0.05	\$42.12	\$0.02
Jan. 1/22	\$31.20	\$3.12	\$4.47	\$0.10	\$3.33	\$0.65	\$0.05	\$42.92	\$0.02
Jan. 1/23	\$31.75	\$3.17	\$4.31	\$0.36	\$3.43	\$0.65	\$0.05	\$43.72	\$0.02

b. Engineers operating: portable air compressors; batching plants; diesel or gas driven portable generators; concrete mixers 1 cu. metre or over; all types of dewatering systems; pumps 6" or over; pitman type trucks lifting capacity 10 tons and under; Instrument Person:

Date	Wage Rate	Vacation Pay	Benefit Plan		Pension Plan	Training Fund		Total Package	DeNovo Fund (Employer Paid)
			(Regular)	(SUB)		(Regular)	(National)		
Jan. 1/21	\$30.19	\$3.02	\$4.42	\$0.05	\$3.31	\$0.65	\$0.05	\$41.69	\$0.02
Jan. 1/22	\$30.81	\$3.08	\$4.47	\$0.10	\$3.33	\$0.65	\$0.05	\$42.49	\$0.02
Jan. 1/23	\$31.35	\$3.14	\$4.31	\$0.36	\$3.43	\$0.65	\$0.05	\$43.29	\$0.02

c. Operators of: crawler tractors of all attachments; rubber-tired loaders over 80 h.p.; self-propelled asphalt spreaders and finishers; self-propelled scrapers; industrial tractors with back-hoe attachments; crushers; asphalt plant; graders on rough grade; lowbed float drivers; curb and gutter machine; Kubota type excavators less than 65 h.p.; hydro axe and hydro shear; skidder with hydraulic attachments, daylighter/vacuum truck (both operator and helper):

Date	Wage Rate	Vacation Pay	Benefit Plan		Pension Plan	Training Fund		Total Package	DeNovo Fund (Employer Paid)
			(Regular)	(SUB)		(Regular)	(National)		
Jan. 1/21	\$30.06	\$3.01	\$4.42	\$0.05	\$3.31	\$0.65	\$0.05	\$41.55	\$0.02
Jan. 1/22	\$30.68	\$3.07	\$4.47	\$0.10	\$3.33	\$0.65	\$0.05	\$42.35	\$0.02
Jan. 1/23	\$31.23	\$3.12	\$4.31	\$0.36	\$3.43	\$0.65	\$0.05	\$43.15	\$0.02

- d. Operators of: asphalt rollers; washing and screening plants; rubber-tired loaders having engine 80 h.p. or less; utility trucks with tag floats; asphalt recycling equipment; asphalt and concrete planers; mobile sweepers; Sr. Rod Person; remote controlled equipment:

Date	Wage Rate	Vacation Pay	Benefit Plan		Pension Plan	Training Fund		Total Package	DeNovo Fund (Employer Paid)
			(Regular)	(SUB)		(Regular)	(National)		
Jan. 1/21	\$29.87	\$2.99	\$4.42	\$0.05	\$3.31	\$0.65	\$0.05	\$41.34	\$0.02
Jan. 1/22	\$30.49	\$3.05	\$4.47	\$0.10	\$3.33	\$0.65	\$0.05	\$42.14	\$0.02
Jan. 1/23	\$31.04	\$3.10	\$4.31	\$0.36	\$3.43	\$0.65	\$0.05	\$42.94	\$0.02

- e. Operators of: greasers and oilers operating fuel vehicles; driver mounted compaction units; off-highway rock and sand haulers; Kubota-Bobcat type skid steer loaders (all attachments) less than 65 h.p.; farm tractors with all types of attachments; Jr. Rod Person and Chain Person; Service Person:

Date	Wage Rate	Vacation Pay	Benefit Plan		Pension Plan	Training Fund		Total Package	DeNovo Fund (Employer Paid)
			(Regular)	(SUB)		(Regular)	(National)		
Jan. 1/21	\$29.63	\$2.96	\$4.42	\$0.05	\$3.31	\$0.65	\$0.05	\$41.07	\$0.02
Jan. 1/22	\$30.25	\$3.02	\$4.47	\$0.10	\$3.33	\$0.65	\$0.05	\$41.87	\$0.02
Jan. 1/23	\$30.79	\$3.08	\$4.31	\$0.36	\$3.43	\$0.65	\$0.05	\$42.67	\$0.02

- f. Heavy Duty Mechanics:

Date	Wage Rate	Vacation Pay	Benefit Plan		Pension Plan	Training Fund		Total Package	DeNovo Fund (Employer Paid)
			(Regular)	(SUB)		(Regular)	(National)		
Jan. 1/21	\$30.15	\$3.02	\$4.42	\$0.05	\$3.31	\$0.65	\$0.05	\$41.65	\$0.02
Jan. 1/22	\$30.77	\$3.08	\$4.47	\$0.10	\$3.33	\$0.65	\$0.05	\$42.45	\$0.02
Jan. 1/23	\$31.32	\$3.13	\$4.31	\$0.36	\$3.43	\$0.65	\$0.05	\$43.25	\$0.02

g. Class "A" licensed mechanic:

Date	Wage Rate	Vacation Pay	Benefit Plan		Pension Plan	Training Fund		Total Package	DeNovo Fund (Employer Paid)
			(Regular)	(SUB)		(Regular)	(National)		
Jan. 1/21	\$30.15	\$3.02	\$4.42	\$0.05	\$3.31	\$0.65	\$0.05	\$41.65	\$0.02
Jan. 1/22	\$30.77	\$3.08	\$4.47	\$0.10	\$3.33	\$0.65	\$0.05	\$42.45	\$0.02
Jan. 1/23	\$31.32	\$3.13	\$4.31	\$0.36	\$3.43	\$0.65	\$0.05	\$43.25	\$0.02

h. Welder:

Date	Wage Rate	Vacation Pay	Benefit Plan		Pension Plan	Training Fund		Total Package	DeNovo Fund (Employer Paid)
			(Regular)	(SUB)		(Regular)	(National)		
Jan. 1/21	\$29.95	\$2.99	\$4.42	\$0.05	\$3.31	\$0.65	\$0.05	\$41.42	\$0.02
Jan. 1/22	\$30.56	\$3.06	\$4.47	\$0.10	\$3.33	\$0.65	\$0.05	\$42.22	\$0.02
Jan. 1/23	\$31.11	\$3.11	\$4.31	\$0.36	\$3.43	\$0.65	\$0.05	\$43.02	\$0.02

i. Small tool repair:

Date	Wage Rate	Vacation Pay	Benefit Plan		Pension Plan	Training Fund		Total Package	DeNovo Fund (Employer Paid)
			(Regular)	(SUB)		(Regular)	(National)		
Jan. 1/21	\$28.56	\$2.86	\$4.42	\$0.05	\$3.31	\$0.65	\$0.05	\$39.90	\$0.02
Jan. 1/22	\$29.18	\$2.92	\$4.47	\$0.10	\$3.33	\$0.65	\$0.05	\$40.70	\$0.02
Jan. 1/23	\$29.73	\$2.97	\$4.31	\$0.36	\$3.43	\$0.65	\$0.05	\$41.50	\$0.02

j. Apprentice mechanics and welders:

- 1<sup>st</sup> year - 60% of classification
- 2<sup>nd</sup> year - 70% of classification
- 3<sup>rd</sup> year - 80% of classification
- 4<sup>th</sup> year - 90% of classification

1.2 All mechanics, welders, service person and small tool repairers shall be paid a tool and clothing allowance of ten-cents (\$0.10) per hour for each hour worked.

**LETTER OF UNDERSTANDING**

*Between:*

**KEN JACKSON CONSTRUCTION LTD.**  
3123 Bruce County Road #15, R.R. #2  
Tiverton, ON N0G 2T0

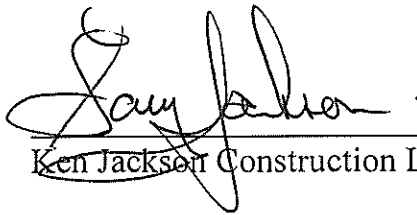
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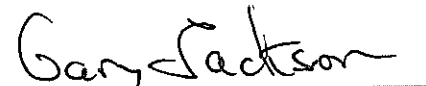
**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 793**  
115-4096 Meadowbrook Drive  
London, ON N6L 1G4

It is agreed the minimum basic wage rates for employees performing work covered by this agreement shall be in accordance with the following schedule of work classification and wage rates. These work classifications are defined to establish wage rates for personnel covered by this agreement when working within an 80 km radius of home base at 3123 Bruce County Road # 15, R.R. #2 Tiverton, ON. For all work outside the 80 km radius, the terms and conditions shall be mutually agreed upon by the Union and the Employer **before** such work commences.

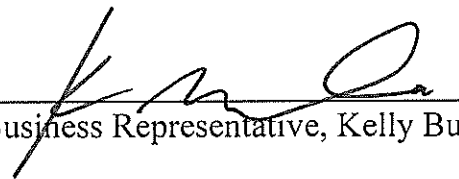
Date this 2nd day of December, 2020.

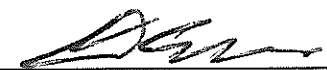
**FOR EMPLOYER:**

  
\_\_\_\_\_  
Ken Jackson Construction Ltd.

  
\_\_\_\_\_  
Print name

**FOR UNION:**

  
\_\_\_\_\_  
Business Representative, Kelly Burla

  
\_\_\_\_\_  
Business Representative, Donny Collins