

**GREATER TORONTO AREA RESIDENTIAL LOWRISE AGREEMENT**

COLLECTIVE AGREEMENT BETWEEN:

BORSA BROS. HAULAGE & TRENCHING LTD.

("The Employer")

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

("The Union")

Effective: May 1, 2019  
Expiry: April 30, 2022

Wherever the masculine gender is used it is deemed to refer as well to the feminine gender, as appropriate.

## **ARTICLE 1: RECOGNITION**

- 1.1** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees engaged in the operation of cranes, shovels, bulldozers and similar equipment, and those primarily engaged in the repairing and maintaining of same and those employees engaged as surveyors while working within the Ontario Labour Relations Board Areas number 8, 9 and 18 excluding the industrial, commercial and institutional sector of the construction industry, save and except non-working foremen and persons above the rank of non-working foreman.
- 1.2** The terms and conditions of this collective agreement shall apply to all residential lowrise construction as specifically described in this collective agreement. For all other work the employer shall apply and be bound by the current terms and conditions of employment of the Union's appropriate area/sector collective agreement.
- 1.3** Without limiting the generality of **Article 1.2** above, if an employer covered by this agreement engages in work other than Residential construction and such other work comes within the purview of the existing Provincial Collective Agreement between the Operating Engineers Employee Bargaining Agency and the Operating Engineers Employer Bargaining Agency, the employer agrees to be bound by the Provincial Collective Agreement and apply the full terms and conditions therein.
- 1.4** It is further agreed between the parties that for excavation & backfill of residential apartment & condominium buildings the Provincial Collective Agreement referred to in **Article 1.3** above shall apply.
- 1.5** Without limiting the generality of **Article 1.2** above, should the Employer perform any work falling within the scope of the collective agreements with or binding upon the Union, then the Employer shall be bound by and perform such work in accordance with the terms and conditions of the applicable collective agreement including, but without limiting the generality of the foregoing, any terms and conditions thereof with respect to contracting or subcontracting restrictions. The following collective agreements are for example only and are not meant to limit the scope of this clause.
- a) The "**Toronto and Area Road Builders Association Agreement**" being the collective agreement between the Metropolitan Toronto Road Builders' Association and the International Union of Operating Engineers;
  - b) The "**Greater Toronto Sewer and Watermain Contractors Association Agreement**" being the collective agreement between the Metropolitan Toronto Sewer & Watermain Contractors' Association and the International Union of Operating Engineers;
  - c) The "**Forming Agreement**" being a collective agreement between the Ontario Formwork Association and the Formwork Council of Ontario;

- d) The "**Utilities Agreement**" being a collective agreement between the Utility Contractors' Association of Ontario and the International Union of Operating Engineers;
- e) The "**Demolition Agreement**" being a collective agreement between a group of Demolition Contractors and the International Union of Operating Engineers.
- f) The "**Landscaping Agreement**" being a collective agreement between a group of Landscaping Contractors and the International Union of Operating Engineers.
- g) The "**Landclearing Agreement**" being a collective agreement between a group of Landclearing Contractors and the International Union of Operating Engineers.
- h) The "**Milling Agreement**" being a collective agreement between a group of Milling Contractors and the International Union of Operating Engineers.
- i) The "**Hydrovac Agreement**" being a collective agreement between a group of Hydrovac Contractors and the International Union of Operating Engineers.

## **ARTICLE 2: DURATION**

- 2.01 This Agreement shall become effective May 1, 2019 and remain in effect until the 30th day of April, 2022 and shall continue in force from year to year unless either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement within ninety (90) days before the 30th day of April 2022 or in a like period in the any year thereafter. The parties agree that it is their joint intention that this Agreement be effective up to and including April 30, 2022.

## **ARTICLE 3: UNION MEMBERSHIP AND UNION DUES**

- 3.01 Each employee shall, when working in a position within the bargaining unit described in Article 1.00 above, be required to be a member of and remain a member in good standing of the Union. If the Employer requires employees, it shall call the Union Dispatcher which shall supply the qualified personnel as soon as reasonably possible. If the Dispatcher is unable to supply acceptable personnel within twenty-four (24) hours, the Employer may obtain employees from any other source.
- 3.02 If an employee is hired from a source other than the Union Dispatcher, the Employer will notify the Union within two (2) days of hiring a new employee.
- 3.03 If an employee is hired from a source other than the Union Dispatcher, that employee shall become a member of the Union and must have an official Clearance Card issued by the Union office within two (2) day of commencing work with the Employer.
- 3.04 The Employer shall deduct initiation fees, Union dues, Advancement dues and annual assessments from the employee's wages and shall submit such deductions to the Union Office at 2245 Speers Rd, Oakville, Ontario L6L 6X8 on the first pay period of each month or as otherwise directed by the Union together with a list of employees from whom such deductions have been made.
- 3.05 Working Dues Check-Off: The Employer agrees to deduct from each employee in the bargaining unit, Working Dues at the rate of two percent (2%) of the employees total monetary package which includes the hourly rate, and vacation pay, health plan and pension for each hour earned. Such deductions shall be forwarded along with the remittances required under this Agreement and supporting information shall be as required by the Trustees on the Reporting Forms.

- 3.06 **Advancement Dues Check-Off:** The Employer shall deduct thirty cents (\$0.35) per hour for each hour earned by each employee covered by this Agreement when performing work covered by this Agreement for Advancement Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the matter set out in this Agreement.

Effective May 1, 2020, the amount of thirty-five cents (\$0.35) shall increase to forty cents (\$0.40) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues.

- 3.07 **Training Fund:** The Employer shall contribute the sum of forty cents (\$0.40) per hour earned by each employee covered by this Agreement to the International Union of Operating Engineers, Local 793 Training Fund effective May 23, 2019

Effective May 1, 2020 the Employer shall contribute the sum of forty cents (\$0.45) per hour for each hour earned by each employee covered by this Agreement, as the Employers contribution to a mutually trusted Training Fund.

- 3.08 **DeNovo:** The Employer shall contribute two cents (\$0.02) per hour to the Health Plan for each hour earned by each employee in his employ as a DeNovo Treatment Centre contribution, to be submitted with the Health and Pension Fund payments herein provided.

#### **ARTICLE 4: UNION REPRESENTATION**

- 4.01 A Business Representative of the Union shall have access to all jobs during working hours but in no case shall the Business Representative's visit interfere with the progress of the work, unless it is necessary to correct a violation of safety regulations, relating to this Agreement. When visiting a job site the Business Representative will, speak with one of the Employer's Supervisors, Foreman or the person responsible for the project before contacting employees.

- 4.02 It is agreed that a Steward may be appointed by the Union. In each case where a Steward has been appointed, the Union shall notify the Employer of such appointment in writing.

The Steward shall be one of the last two employees covered under the terms of this Agreement to remain, provided he is qualified and capable of doing the work.

- 4.03 The Steward, where possible, will be responsible for reporting any grievances to the Employer and to the Union Business Representative so that the issues can be taken up in the proper manner without delay.

- 4.04 Reasonable time shall be allowed for a Steward to perform his duties, however, these shall not interfere with his regular work and normal progress, unless safety is involved.

- 4.05 No discrimination shall be show against any Steward for carrying out his duties.

- 4.06 The Employer may engage owner/operators to perform the work covered by this agreement provided the engagement of the owner/operator does not result in the layoff of bargaining unit employees.

- 4.07 The Employer shall engage only those sub-contractors (or equipment from these sub-contractors) who are in contractual relations with the Union to perform work covered in this Agreement.

- 4.08 The Employer shall engage only those owner operators who are in contractual relations with the Union to perform work covered in this Agreement.
- 4.09 The ratio of owner operators to employees shall not be significantly increased over the lifetime of this agreement. It is further agreed that said ratio of owner operator shall never be higher than twenty percent (20%) or two (2) owner operator per ten (10) Operating Engineers. Regular employee's employment and overtime provisions shall be protected.
- 4.10 The Employer shall request a clearance letter issued by the Union before hiring an owner operator.

## **ARTICLE 5: MANAGEMENT RIGHTS**

5.01 The Union agrees that it is the exclusive function of the Employer:

- (a) To conduct his business in all respects in accordance with his 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 productions, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- (b) To hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged or disciplined 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.
- (d) The sole and exclusive jurisdiction over operations, building, machinery and equipment shall be vested in the Employer.

## **ARTICLE 6: STRIKES AND LOCKOUTS**

6.01 In view of the grievance and arbitration procedure provided in this Agreement, it is agreed by the Union that there shall be no strike, picketing, slowdown or work, either complete or partial, and the Employer agrees that during the term of this Agreement there shall be no lockout.

## **ARTICLE 7: GRIEVANCE PROCEDURE**

- 7.01 There shall be the earnest effort on the part of both parties to this Agreement to settle promptly, through the procedure set out herein, any complaints, grievances or disputes arising from the interpretation, application or administration of the Agreement.
- 7.02 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.
- 7.03 Written grievances, to be valid, shall set out the nature of the grievance, the site where the perceived violation occurred, the date(s) the alleged violation occurred, 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 mutual agreement in writing with the Employer, or in the case of remedy, by an Arbitrator.

- 7.04 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.
- 7.05 If the Union or an Employee do not meet the time limits set out in Article 6 and 7 hereof, or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.
- 7.06 The Employer shall designate and name the official to whom a grievance is submitted at Step 1 and 2 as set out below.
- 7.07 It is understood that an Employee has no grievance until he has first given his immediate supervisor/foreman the opportunity of adjusting his complaint. The Employee shall discuss the complaint with his immediate supervisor/foreman within forty eight (48) hours after the circumstances giving rise to the complaint have occurred. The supervisor/foreman shall give his response to complaint within forty eight (48) hours of receiving the complaint and failing settlement, it may be then taken up as a grievance as follows:
- Step 1** Within ten (10) days after the circumstances giving rise to the grievance occurred or originated (save and except grievances involving monetary items as defined in Section 6.08 below), the aggrieved employee, with or without the Steward, shall present his grievance 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 is not reached within two (2) full working days, a grievance may be presented as indicated at Step 2 at any time within four (4) full working days thereafter.
- Step 2** At this step, the grievance may be processed as an individual, joint or Union grievance and shall be presented in writing by a Union Steward or Representative to the company official assigned to handle written grievances. The Employer will give a response within 10 working days. Should no settlement satisfactory to the Union be reached the grievance may be submitted to arbitration further to Article 7.01.
- 7.08 Monetary grievances are defined as those involving payment of hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premiums, traveling expenses, room and board allowances, pension and welfare contributions, reporting allowances and dues, but not including grievances arising out of classification assignments. Such monetary grievances shall be brought forward at Step 1 within three (3) months after the circumstances giving rise to the grievance occurred or originated.

## **ARTICLE 8: ARBITRATION**

- 8.01 The Parties agree that any grievance concerning the interpretation agreement which has been properly carried through all the steps of the grievance procedure outlined Article 6, which has not been settled, may then be referred to arbitration at the request of either of the parties hereto within fifteen (15) days of the Employer's Response at Step 2.
- 8.02 No matter may be submitted to arbitration that has not been properly carried through all requisite steps of the grievance procedure, subject to a mutual agreement of the parties in writing.

- 8.03 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by express written agreement to extend them.
- 8.04 The party submitting a grievance to arbitration may either refer the matter for hearing before the Ontario Labour Relations Board further to the process under s.133 of the Ontario *Labour Relations Act* (as may be amended) acting as arbitrator or may propose that the matter be heard by a single arbitrator appointed by the parties. Should the parties agree to have the matter heard by a single arbitrator the parties agree to continue to exchange names until a mutually agreeable arbitrator is identified who shall then be invited by the parties to hear and determine the matter. Should the parties be unable to agree on an arbitrator either party may request that the Ministry of Labour appoint one.
- 8.05 The parties will share the expense of the arbitrator.
- 8.06 The arbitrator shall have jurisdiction to interpret the provisions of this Agreement as is necessary to the determination of the grievance, but shall not have jurisdiction to alter, add to, subtract from or modify any of its items.

#### **ARTICLE 9: PAYMENT OF WAGES**

- 9.01 Wages shall be paid weekly by Direct Deposit or cheque at the option of the Employer on the job and shall be accompanied by a slip outlining all hours of work, rate of pay, overtime hours, deductions for income tax, Unemployment Insurance, Canada Pension, etc. where applicable.
- 9.02 All layoffs shall occur at the end of the work day.
- 9.03 When employees who are laid off or the employment relationship is terminated they shall be paid up to date by the next regular payroll cycle. Should the Employer fail to send any outstanding wages and/or employment records by the next regular payroll cycle, 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 notice to the Employer is given of the default and giving the Employer four (4) business days to correct such fault.

#### **ARTICLE 10: VACATION AND STATUTORY HOLIDAY PAY**

- 10.01 Vacation and Statutory Holiday Pay shall be paid to each employee covered by this Agreement on each regular pay cheque, at a rate 10% of the gross wages earned, less applicable deductions.

#### **ARTICLE 11: GENERAL CONDITIONS**

- 11.01 The classifications set out in this Agreement include similar equipment, with or without attachments, in each group working on land, water, or underground; and shall be manned and/or operated by members the IUOE Local 793. Rates for new types not presently used by the Employer shall be classified and agreed upon by the Union and the Employer. The Union shall be notified in advance of intended use of such equipment and said rates agreed by the Employer and the Union shall be incorporated within seven (7) days of such use.
- 11.02 It is further agreed that no employee covered by this Agreement shall receive a reduction in wages and conditions through the introduction of Schedule A.
- 11.03 Salaried employees, or employees who operate only part time, shall not replace regular operators when overtime is to be worked.

- 11.04 Employees required to supply their own tools shall be provided a suitable and safe place to keep said tools.
- 11.05 Employees will be granted a coffee break in each half of a shift at a time designated by the Employer.

## **ARTICLE 12: HEALTH AND SAFETY**

- 12.01 In co-operation with the Employer's overall program of accident prevention, the operator shall report to the Employer for immediate corrective action any unsafe conditions, unsafe acts, and violations of the safety regulations.
- 12.02 Every employee shall, as a condition of employment, be required to own a safety helmet of a type approved by the Construction Safety Association and the Employer agrees that such helmets may be purchased from him at cost
- 12.03 Every employee shall, as a condition of employment, be required to own and wear suitable protective footwear, safety glasses, welder's helmet and other personal protective equipment required in the normal course of his duties.
- 12.04 The Employer, the employees, and the Union agree to abide by the Occupational Health and Safety Act as amended from time to time and copies of which will be made available by the Employer upon request.
- 12.05 In co-operation with the Employer's overall program of accident prevention, the Steward shall report to the foreman for immediate corrective action any unsafe conditions, unsafe acts and violations of the legislation.
- 12.06 The operator of any equipment shall be directly responsible for the safe operation of same. If in doubt as to the ability of the equipment or the load, he shall not move same until safe conditions have been assured.
- 12.07 It shall be the duty of every employee to practice good housekeeping.
- 12.08 The Employer agrees that when work is being performed outside normal working hours, and Management and the Union consider it hazardous or a risk to the safety of the employee, arrangements shall be made to have other employees available in the case of emergency.
- 12.09 No employees shall be discharged by his Employer because he fails to work in unsafe conditions, contrary to the provisions of the Occupational Health and Safety Act and its Regulations as amended from time to time. Any refusal by an employee to abide by such regulations, after being duly warned, will be sufficient cause for termination.
- 12.10 Reinstatement of Employees upon Return from Industrial Accident:

An employee injured in the performance of his duties will resume his regular work when medically fit to so if work is available and he applies. The job of an injured worker shall be deemed to be available if upon his return to work within his classification on any project under this Agreement is being performed by an employee who 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 subsequent to the time of injury. An employee, who claims he has been denied employment contrary to this provision, may have recourse to the grievance and arbitration procedures set out in this Agreement. The above shall not necessarily apply if the injury is attributable solely to the wilful misconduct of the employee



## **ARTICLE 13: HOURS OF WORK, OVERTIME AND SHIFT PREMIUM**

- 13.01 The standard work shall be fifty-five (55) hours per week, Monday to Saturday inclusive.
- 13.02 Overtime for all work performed on Sunday and on the following Statutory Holidays, or any future Statutory Holidays proclaimed, shall be paid at the rate of double time (2x):
1. New Year's Day
  2. Family Day
  3. Good Friday
  4. Victoria Day
  5. Canada Day/Dominion Day
  6. Labour Day
  7. Thanksgiving Day
  8. Christmas Day
  9. December 26
  10. Civic Holiday
- 13.03 Employees shall be allowed a one-half (1/2) hour unpaid lunch break between 11:30 am and 1:00 p.m. It is understood that no employer shall be required to work more than five (5) consecutive hours without a one-half (1/2) hour break.
- 13.04 Employees shall be allowed ten (10) minutes paid break in the morning on or around 10 am, and in the afternoon on or around 3 pm. For shift work every 2<sup>nd</sup> hour excluding lunch break.
- 13.05 Overtime at the rate of time and one-half (1-1/2) the regular day shift rate shall be paid after fifty- five (55) hours worked in any work week (defined as Monday to Saturday inclusive). All employees shall receive verbal authorization from a supervisor or manager before working overtime.
- 13.06 Where an employee starts their shift after 6:00 p.m. he shall receive a shift premium of two dollars (\$2.00) for each hour worked in the shift.

## **ARTICLE 14: REPORTING TIME**

- 14.01 Upon notification by the employer the day before of expected bad weather to call the following day, each employee must contact dispatch (or whichever other number the Employer directs) between 5:30 a.m. and 6:00 a.m. to inquire as to whether there are any weather issues on the employee's job site. If the employee is advised to stay home due to inclement weather, or fails to call in, Article 14.03 shall not apply.
- a) If the employer fails to notify each employee, and there is an unpredicted weather situation, each employee must make the phone call as per article 14.01 above.
  - b) Failure by the employer to answer each employee calls as per article 14.01 above, than article 14.03
  - c) below will apply.

- 14.02 In the case of employees who are requested to and do report for work on Sundays and Holidays, the minimum hours applicable shall be four (4) hours at the applicable rate.
- 14.03 Two (2) hours' pay, together with traveling expenses if applicable, shall be allowed by the Employer when an employee covered by this Agreement reports to work at the job site but there is no work that can be performed due to inclement weather, provided the employee remains on the job for two (2) hours after his designated starting time.

## **ARTICLE 15- TRAVEL ALLOWANCE**

- 15.01 The Union and the Employer agree that Board Areas 8, 18 and 9 (combined) shall be considered the Free Travel Zone. Employees may be assigned to work anywhere within the Free Travel Zone and no travel time or allowance applies.
- 15.02 Where an employer sends an employee who lives in either Board Area 8, 18 or 9 to work outside his board area of residence, the Employer shall pay the employee a travel allowance of forty eight cents (~~\$0.48~~) (**\$0.55**) per kilometre from the closest border point to the job site. Travel allowance shall be paid to and from the job site. If employee uses company vehicle, no travel allowance shall be paid.
- 15.03 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 ninety five dollars (\$95.00) per day. It is further understood that the Employer has a choice to provide accommodation and meals to the operators in lieu of the above payments.

## **ARTICLE 16- WELFARE AND PENSION**

### **16.01 Schedule "A" Welfare -Pension Plan Contribution**

The Employer shall pay on behalf of each of its employees who are members of Local 793 into the Local 793 Welfare Benefits Plan (the "Health Plan") and the International Union of Operating Engineers, Local 793 members Pension Benefit Trust of Ontario (the "Pension Plan") in accordance with Schedule "A" of this Agreement.

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 the Employer and each employee to the Health Plan and the Pension Plan, as set out in Schedule "A" of this Agreement.

- 16.02 These monies shall be remitted in accordance with this Collective Agreement and shall be remitted by the last 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. If the Employer fails to remit any contributions, deductions or remittances for the Health Plan, the Pension Plan, dues, fees or assessments pursuant to 15.01, I.U.O.E., Local 793 Training Fund, Working Dues Check- off, Advancement Dues Check-off or Employer Labour Relations Fund, by the last 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 three percent (3%) per month, compounded monthly (42.6% per annum) for any delinquent contributions, deductions or remittances fifteen (15) days in arrears calculated from the date due, provided the Employer has received fifteen (15) days' prior written notice to correct such delinquency and has not done so.

- 16.03 With reasonable cause (which means that the Employer has been given notice under Article 16.02 and has failed to correct the delinquency two (2) or more times in any rolling twelve (12) month period 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.
- 16.04 If the Employer does not submit the certified audited statement as per Article 16.03, the Trustees may appoint an independent chartered accountant 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. For the purposes of such audit the Employer shall permit the independent chartered accountant access to the documents or information required for such an audit at either the Employer's premises or the offices of the Employer's accountant (at the Employer's option).
- 16.05 Where the trustees appoint an auditor, the cost of the audit shall be borne by the appropriate funds or plans, but the cost of the audit shall be borne by the Employer if the Employer is found to be in deliberate violation of the Agreement. In addition, the trustees may assess a penalty not to exceed twenty thousand (\$20,000.00) dollars, if the audit discloses any deliberate violation.
- 16.06 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 fifteen (15) days of receipt of written notice from the Trustees, remit all outstanding contributions together with any liquidated damages required under the terms of Article 16.02 above and completed supporting contribution report forms as required by the Plan.
- 16.07 When an Employer fails to remit all delinquent contributions the provisions of Step 2 in Article 6 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 costs of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.
- 16.08 The parties recognize that the payments to the various Trust Funds as required by this Agreement are part of a total wage package. For the purposes of directors' liability to employees under the Ontario *Business Corporations Act* and the Canada *Business Corporations Act*, the wages set out in this Agreement is the total wage packages set out in Schedules "A" attached hereto.
- 16.09 Where the Union has taken prior proceedings and obtained a decision from the Ontario Labour Relations Board or an arbitrator against an Employer for delinquent contributions, deductions or remittances, the Union may require the said Employer to post a cash bond, certified cheque or other form of security acceptable to the Union, not to exceed Twenty Thousand Dollars (\$20,000.00), or an amount equal to three (3) months of contributions whichever is the greater amount, 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.

- 16.10 If an Employer does not have any employees in his employ, he shall submit a NIL report in accordance with the provisions of Article 16.02.
- 16.11 The trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Union of the failure by the Employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Programs Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said program in compliance with the Regulations of the *Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

## **ARTICLE 17: WAGES**

- 17.01 Wages schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof. The wages shall only apply to all work covered by this Agreement.
- 17.02 Skill and Ability Recognition Premium (for Classification 1 and 2 only) (the "Premium"):

The Union and the Employer jointly recognize the benefits of hiring and maintaining qualified employees. The parties also recognize the importance of encouraging improved work performance of employees through positive supervision and providing effective training and work opportunities to develop higher levels of skill ability, efficiency and effort to perform bargaining unit work. In recognition of the benefits the Employer receives as a result of employing qualified employees, each employee in these classifications may be eligible to receive a skill and ability Premium of no less than one dollar and fifty cents per hour (\$1.50).

The Premium, if any, shall be determined by the Employer. Employees shall be advised of the Employer's decision prior to the commencement of work at the beginning of each construction season (defined as April to March of each year). In communicating its decision, at the employee's request the Employer shall also provide sufficient information to the employee about his current skill and ability, *etc.* and levels and areas for improvement. Once a Premium is paid to an employee under this Article it shall be effective for the entire construction season. The Employer shall reassess the Premium, if any, paid to employees at the beginning of each subsequent construction season.

In determining whether a Premium is paid to any employee, including the amount of the Premium, the Employer in exercising its discretion shall not act in a manner that is arbitrary, discriminatory or in bad faith.

- 17.03 Time spent by an Employee in training, instruction, and/or education that they are directed to participate in by their Employer or is otherwise required by the Employer, by statute, or by regulation and may be necessary for an employee to continue performing the duties of their job, or may be necessary before an employee can be recalled to work, shall constitute hours worked for which an employee will be compensated pursuant to the terms of this Agreement.

## **ARTICLE 18: APPRENTICES**

- 18.01 The purpose of this Article is to provide a program to train skilled tradesman by making provisions for earthmoving trainees and apprentices in this Agreement.

- 18.02 Apprentices shall mean employees considered to be in the training stage of their careers by the Union. The Union and the Employer shall discuss and agree whether an individual is an Apprentice.
- 18.03 When the Employer wishes to employ an Apprentice, the Employer shall notify the Union. The Union Dispatcher shall make immediate efforts to dispatch an Apprentice within (2) days of the receipt for request.
- a) If an Apprentice is hired from a source other than the Union Dispatcher, the Employer will notify the Union within two (2) days of hiring a new employee.
  - b) If an Apprentice is hired from a source other than the Union Dispatcher, he shall become a member of the Union and must have an official Clearance Card issued by the Union office within seven (7) days of commencing work with the Employer.
  - c) The Parties agree that no Pension and Benefit will be submitted for the first month from the day of hiring for an Apprentice hired from a source other than the Union Dispatcher. However the Apprentice will be required to pay all the Union dues as per the collective agreement.

- 18.04
- a) An Indentured Heavy Equipment Apprentice entering the industry who has taken pre-employment training through 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.
  - b) When an 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 Apprentice will be employed for the next 1,000 hours at sixty percent (60%) of the current base rate for his classification.
  - c) When an 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 Apprentice will be employed for the next 500 hours at seventy-five (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 Apprentice will then fit into the work force at the rate of pay provided for in the Collective Agreement.
  - e) Hours spent at the Training Institute shall constitute hours worked for purposes of rate increases.
  - f) Employers shall make every effort to keep Apprentices on a steady basis in order to complete their training hours as quickly as possible.
  - g) Employers shall request Apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of apprentices shall be done from the appropriate Union District Office under the Direction of the Training Fund.

### Ratio of Apprentices

The ratio of Indentured Heavy Equipment Apprentices employed by the Employer may be a minimum of one (1) Apprentice to each five (5) Journeymen Operating Engineers in his employ, but in all cases, the ratio shall be a minimum of one (1) Apprentice to each ten (10) Journeymen Operating Engineers or as otherwise authorized in writing by the Union.

IN WITNESS WHEREOF, each of the parties hereto has caused this Collective Agreement to be signed by its duly authorized representatives this 22 of July, 2019;

ON BEHALF OF THE EMPLOYER

**BORSA BROS. HAULAGE &  
TRENCHING LTD.**



Signature

P. Borsa

Please Print Name and Title

(Note: please complete date line above)

4625 Lloydtown Road

Address

King, Ontario, L7B 0E3

City, Province, Postal Code

905-939-8401 or 905-939-2711

Telephone and Fax Number(s)

Borsa@borsabros.com

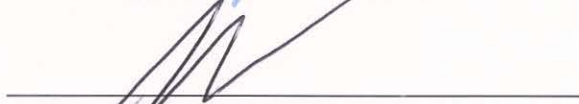
Email Address

ON BEHALF OF THE UNION

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



Mike Gallagher, Business Manager



Joe Redshaw, President



Rick Kerr, Treasurer



Joe Dowdall, Vice-President



Brian Alexander, Recording-Corresponding Secretary



Recommended by: Shawn Mcleary  
Business Representative

**SCHEDULE "A"**

The Employer shall pay the rates and make the remittances attached hereto.

**Classification 1:**

Foundation excavation

Excavators, Gradall or similar equipments performing the above described work

Board area 8

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$32.00	\$3.20	\$1.90	\$3.30	2%	\$0.30	\$40.70
May 1/19	\$32.86	\$3.29	\$1.90	\$3.50	2%	\$0.40	\$41.95
May 1/20	\$33.81	\$3.38	\$1.90	\$3.70	2%	\$0.45	\$43.24
May 1/21	\$34.90	\$3.50	\$1.90	\$3.80	2%	\$0.45	\$44.55

Board area 9

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$31.06	\$3.11	\$1.90	\$3.30	2%	\$0.30	\$39.67
May 1/19	\$31.93	\$3.19	\$1.90	\$3.50	2%	\$0.40	\$40.92
May 1/20	\$32.88	\$3.29	\$1.90	\$3.70	2%	\$0.45	\$42.22
May 1/21	\$33.97	\$3.40	\$1.90	\$3.80	2%	\$0.45	\$43.52

Board area 18

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$30.78	\$3.08	\$1.90	\$3.30	2%	\$0.30	\$39.36
May 1/19	\$31.65	\$3.17	\$1.90	\$3.50	2%	\$0.40	\$40.62
May 1/20	\$32.59	\$3.26	\$1.90	\$3.70	2%	\$0.40	\$41.90
May 1/21	\$33.69	\$3.37	\$1.90	\$3.80	2%	\$0.45	\$43.21

**Classification 2:**

Finish grade to subgrade including back fill

Dozer, Grader or any other type of equipment performing the above described work.

Board area 8

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$31.04	\$2.48	\$1.90	\$3.30	2%	\$0.30	\$39.02
May 1/19	\$31.34	\$3.13	\$1.90	\$3.50	2%	\$0.40	\$40.27
May 1/20	\$32.29	\$3.23	\$1.90	\$3.70	2%	\$0.45	\$41.57
May 1/21	\$33.38	\$3.34	\$1.90	\$3.80	2%	\$0.45	\$42.87

Board area 9

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$30.05	\$2.40	\$1.90	\$3.30	2%	\$0.30	\$37.95
May 1/19	\$30.36	\$3.04	\$1.90	\$3.50	2%	\$0.40	\$39.20
May 1/20	\$31.32	\$3.13	\$1.90	\$3.70	2%	\$0.45	\$40.50
May 1/21	\$32.41	\$3.24	\$1.90	\$3.80	2%	\$0.45	\$41.80



Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$29.80	\$2.38	\$1.90	\$3.30	2%	\$0.30	\$37.68
May 1/19	\$30.12	\$3.01	\$1.90	\$3.50	2%	\$0.40	\$38.93
May 1/20	\$31.07	\$3.11	\$1.90	\$3.70	2%	\$0.45	\$40.23
May 1/21	\$32.16	\$3.22	\$1.90	\$3.80	2%	\$0.45	\$41.53

Classification 3:

General and rough subgrade work but not performing Bulk excavation:

Track loader, front end loader, excavator, dozer or any other type of equipment performing the above described work

Board area 8

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$28.79	\$2.30	\$1.90	\$3.30	2%	\$0.30	\$36.59
May 1/19	\$29.13	\$2.91	\$1.90	\$3.50	2%	\$0.40	\$37.84
May 1/20	\$30.08	\$3.01	\$1.90	\$3.70	2%	\$0.45	\$39.14
May 1/21	\$31.69	\$3.17	\$1.90	\$3.80	2%	\$0.45	\$40.44

Board area 9

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$27.80	\$2.22	\$1.90	\$3.30	2%	\$0.30	\$35.52
May 1/19	\$28.15	\$2.82	\$1.90	\$3.50	2%	\$0.40	\$36.77
May 1/20	\$29.11	\$2.91	\$1.90	\$3.70	2%	\$0.45	\$38.07
May 1/21	\$30.20	\$3.02	\$1.90	\$3.80	2%	\$0.45	\$39.37

Board area 18

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$27.57	\$2.21	\$1.90	\$3.30	2%	\$0.30	\$35.28
May 1/19	\$27.94	\$2.79	\$1.90	\$3.50	2%	\$0.40	\$36.53
May 1/20	\$28.89	\$2.89	\$1.90	\$3.70	2%	\$0.45	\$37.83
May 1/21	\$29.98	\$3.00	\$1.90	\$3.80	2%	\$0.45	\$39.13

Classification 4:

General maintenance and garbage cleanup work

Industrial type of tractor with excavating attachment or any other type of equipment performing the above described work

Board area 8

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$26.52	\$2.12	\$1.90	\$3.30	2%	\$0.30	\$34.14
May 1/19	\$26.90	\$2.69	\$1.90	\$3.50	2%	\$0.40	\$35.39
May 1/20	\$27.86	\$2.79	\$1.90	\$3.70	2%	\$0.45	\$36.70
May 1/21	\$28.95	\$2.90	\$1.90	\$3.80	2%	\$0.45	\$38.00

## Board area 9

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$25.53	\$2.04	\$1.90	\$3.30	2%	\$0.30	\$33.07
May 1/19	\$25.93	\$2.59	\$1.90	\$3.50	2%	\$0.40	\$34.32
May 1/20	\$26.88	\$2.69	\$1.90	\$3.70	2%	\$0.45	\$35.62
May 1/21	\$27.97	\$2.80	\$1.90	\$3.80	2%	\$0.45	\$36.92

## Board area 18

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$25.28	\$2.02	\$1.90	\$3.30	2%	\$0.30	\$32.80
May 1/19	\$25.69	\$2.57	\$1.90	\$3.50	2%	\$0.40	\$34.05
May 1/20	\$26.64	\$2.66	\$1.90	\$3.70	2%	\$0.45	\$35.35
May 1/21	\$27.73	\$2.77	\$1.90	\$3.80	2%	\$0.45	\$36.65

Classification 5:

Clean up roads and site:

Skid Steer Loader, Industrial type of tractor with or without attachment, sweepers , or any other types of equipment performing the above described work

## Board area 8

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$23.55	\$1.88	\$1.90	\$3.30	2%	\$0.30	\$30.93
May 1/19	\$23.98	\$2.40	\$1.90	\$3.50	2%	\$0.40	\$32.18
May 1/20	\$24.94	\$2.49	\$1.90	\$3.70	2%	\$0.45	\$33.48
May 1/21	\$26.03	\$2.60	\$1.90	\$3.80	2%	\$0.45	\$34.78

## Board area 9

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$22.57	\$1.81	\$1.90	\$3.30	2%	\$0.30	\$29.88
May 1/19	\$23.03	\$2.30	\$1.90	\$3.50	2%	\$0.40	\$31.13
May 1/20	\$23.98	\$2.40	\$1.90	\$3.70	2%	\$0.45	\$32.43
May 1/21	\$25.07	\$2.51	\$1.90	\$3.80	2%	\$0.45	\$33.73

## Board area 18

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$22.31	\$1.78	\$1.90	\$3.30	2%	\$0.30	\$29.59
May 1/19	\$22.76	\$2.28	\$1.90	\$3.50	2%	\$0.40	\$30.84
May 1/20	\$23.72	\$2.37	\$1.90	\$3.70	2%	\$0.45	\$32.14
May 1/21	\$24.81	\$2.48	\$1.90	\$3.80	2%	\$0.45	\$33.44

Classification 6:

Grade checking and surveying work Grade man, surveyor or any other personnel performing the above described work

Board area 8

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$20.35	\$1.63	\$1.90	\$3.30	2%	\$0.30	\$27.48
May 1/19	\$20.85	\$2.09	\$1.90	\$3.50	2%	\$0.40	\$28.74
May 1/20	\$21.80	\$2.18	\$1.90	\$3.70	2%	\$0.45	\$30.03
May 1/21	\$21.98	\$2.20	\$1.90	\$3.80	2%	\$0.45	\$31.33

Board area 9

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$19.36	\$1.55	\$1.90	\$3.30	2%	\$0.30	\$26.41
May 1/19	\$19.87	\$1.99	\$1.90	\$3.50	2%	\$0.40	\$27.66
May 1/20	\$20.83	\$2.08	\$1.90	\$3.70	2%	\$0.45	\$28.96
May 1/21	\$21.92	\$2.19	\$1.90	\$3.80	2%	\$0.45	\$30.26

Board area 18

Effective Date	Wage	V. pay	Pension	Benefit	W.dues	Training F.	Total
May 1/18	\$19.11	\$1.53	\$1.90	\$3.30	2%	\$0.30	\$26.14
May 1/19	\$20.41	\$2.04	\$1.90	\$3.50	2%	\$0.40	\$28.25
May 1/20	\$20.58	\$2.06	\$1.90	\$3.70	2%	\$0.45	\$28.69
May 1/21	\$21.67	\$2.17	\$1.90	\$3.80	2%	\$0.45	\$29.99