

AGREEMENT

BETWEEN: **Centennial Construction and Contracting (Niagara) Inc.**
Hereinafter known as the "Employer"

- and -

International Union Of Operating Engineers, Local 793
Hereinafter known as the "Union"

WHEREAS the Employer anticipates performing construction work requiring the use of personnel and wishes to have such personnel dispatched to it by the Union;

AND WHEREAS the Union and the Employer are desirous of establishing a form of standard collective agreement with respect to employees of the Employer engaged in the construction industry within the Province of Ontario to provide uniform interpretation, application and administration of the relationship established.

IT IS EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for all of its employees within the Province of Ontario, engaged in work covered by the schedules and classifications contained in the schedule of wage rates hereinafter set out, and any additional classifications as may be agreed to by the parties, save and except foremen, clerical employees, office staff, full time shop employees and security guards.
- 1.02 All references in this agreement to the male gender shall be interpreted so as to include the female gender.
- 1.03 The Employer and Union agree that all work performed in the residential sector of the construction industry shall be performed in accordance with the terms and conditions of this collective agreement. All other work shall be performed under Article 2.13 of this agreement.

ARTICLE 2 – UNION SECURITY

- 2.01 It is agreed that all Union members as of the signing of this Agreement shall maintain their Union membership in good standing for the duration of this Agreement as a condition of employment.
- 2.02 Whenever personnel are required for the classifications covered in this Agreement, the Employer will first call the Union office to find qualified Union members, who in the opinion of the Employer can perform the available work. The Employer shall have the right to send any employee that it deems not qualified back to the Union and can request another qualified Union employee. The Union will be notified of the Employer's intention to send an employee back. In the event the Union is unable to provide the required personnel within twenty-four (24) hours, it shall immediately advise the company and the Employer will seek other sources to fill its requirements. The Employer may recall former employees through the Union office who have been absent from the Employer up to twenty-four (24) months. Employees referred by the Union will have clearance forms.

Article 2 – continued

- 2.03 Employee's that are initially hired shall be subject to a probationary period of 15 days actually worked, during which time they may be dismissed at the employer's sole discretion. Probationary employees shall not have recourse to the grievance and arbitration procedures in Articles 4 and 5 and an Arbitrator will have no jurisdiction to hear such a grievance that the Union advances on behalf of a probationary employee.
- 2.04 The Employer shall be entitled to name hire one operator every three months from the Union's out of work list.
- 2.05 New employees shall make application for membership in the Union at the end of 15 working-days. A member in good standing shall be defined for the purpose of this Agreement to be an employee who falls under the terms of this Agreement and whose Union Initiation Fee, Union Dues and Defense Assessments are not in arrears.
- 2.06 The Employer agrees to deduct Regular Monthly Dues from the first pay cheque due from each eligible employee in each month and remit the monies so deducted to the Union on or before the 15th day of the following month. Additionally, the Employer upon proper authorization in writing by an employee shall deduct any Initiation Fee due. The Union agrees to save the Employer harmless from all deductions made under this Clause.
- 2.07 The Union will supply the Employer with Regular Monthly Dues deductions and Initiation Fee deduction authorization forms, which shall be signed by new employees on the day on which the new employee is hired. Upon termination of employment of an employee the Employer shall notify the Union in writing of such termination at the time the Monthly Dues remittance is forwarded to the Union.
- 2.08 Eligible employees are those for whom the Union has supplied the Employer with Dues Deduction Authorization. The amount of such Dues will be established in accordance with the Constitution or By-Laws of the Local Union, and the Employer shall be officially notified of the amount of such Dues.
- 2.09 The Employer will at the time of making each remittance to the Union specify the employees from whose pay such deductions were made and their social insurance numbers.
- 2.10 If an employee is absent because of sickness or holidays and has not sufficient pay to his credit, his Union Dues shall accumulate and shall be deducted upon his return to work from his pay at a rate that is agreed upon by the Union and employee. Any other arrears will be deducted upon notification in writing of such arrears from the Union. The Union will save the Employer harmless from any deductions that the Union directs under this Clause.
- 2.11 (a) Regular Monthly Union Dues to be deducted as per 2.06 shall be:
Effective July 1, 2017 Monthly Dues shall be \$25.25 per month.

The Union shall notify the Employer of the amounts and any changes thereto of the above-mentioned deductions.
- (b) Effective as of the date that this agreement is signed by the parties, the Employer agrees to deduct from each employee in the bargaining unit, Working Dues at the rate of two percent (2%) of the employee's total monetary package, which includes the hourly rate, vacation pay, health plan and pension plan contributions set out in this Agreement.

Article 2 – continued

c) Advancement Dues Check-Off

Effective as of the date that this agreement is signed by the parties, the Employer shall deduct fifteen cents (\$0.15) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Collective Agreement.

The Union shall notify the Employer of the amounts and any changes thereto of the above mentioned deductions.

Such deductions shall be forwarded along with the remittances required under Article 6 and supporting information shall be as required by the Trustees on the Reporting Forms.

2.12 The Employer agrees to notify the Union prior to any new projects starting.

2.13 The Employer shall apply the wage rates and conditions of the appropriate local agreement for the class and character of work being performed, save and except where the work falls within the scope of the collective agreements listed below, in which case the Employer shall abide by and perform such work in accordance with the current 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 requirements:

1. The Provincial Collective Agreement, including all Schedules thereto, between the Operating Engineers Employer Bargaining Agency and Operating Engineers Employee Bargaining Agency, for all work performed within the industrial, commercial and institutional sector of the construction industry.
2. The collective agreement between the Union and the Electrical Power Systems Construction Association.
3. The Provincial Electrical Power Systems sector collective agreement.
4. The collective agreement between the Pipeline Contractors' Association of Canada and the International Union of Operating Engineers.
5. The collective agreement between the Union and Nexterra Substructures Inc., for all work performed in the road and sewer and watermain sectors of the construction industry in Ontario Labour Relations Board area number 5.
6. The collective agreement between the Union and the H.A.N.D. Association of Road, Sewer and Watermain Contractors, for all work performed in the road and sewer and watermain sectors of the construction industry in Ontario Labour Relations Board area number 26.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 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 the jobs, locate, extend, curtail or cease operations, to determine the number of operators required at any or all locations, to determine the kinds and location of machines, tools and equipment to be used and the

Article 3 – continued

schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency.

- b) To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged 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. It is agreed that these functions shall be exercised in a manner consistent with the express provisions of this Agreement.

ARTICLE 4 – GRIEVANCE PROCEDURE

- 4.01 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, grievances, or disputes arising from the interpretation, application or administration of this Agreement.
- 4.02 All grievances to be dealt with under Step Two below, shall be in writing, on forms supplied by the Union and signed by the employee having such grievance.
- 4.03 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 mutual agreement in writing with the Employer, or in the case of remedy, an Arbitration Board.
- 4.04 In determining the time which is allowed in the various steps of Articles 4 and 5, except as otherwise indicated Saturday, Sunday and Public Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.
- 4.05 If advantage of the provisions of Article 4 and 5 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 shall not be re-opened and an Arbitrator shall have no jurisdiction to hear any such grievance.
- 4.06 The employer shall designate and name the official to whom a written grievance is submitted at Step #2.
- 4.07 It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his foreman or other supervisory personnel acting in this capacity and given him two (2) days to deal with the complaint. His decision shall be made known to said employee within two (2) days. Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1 - Within ten (10) full working days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee and/or a Union Representative, shall present the 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 employee concerned is not reached within two (2) full working days after presenting the grievance, the grievance may be presented as indicated in Step Two at any time within five (5) working days thereafter.

Article 4 - continued

STEP 2 - The parties shall meet to discuss the grievance within five (5) days of being advised in writing it intends to proceed to Step Two. Should no satisfactory settlement be reached within ten (10) days after the meeting, the grievance shall be submitted to arbitration.

- a) The Union may process a written grievance which involves a number of employees of the employer or the interpretation of the Agreement. Such grievance shall be commenced at STEP TWO of the above procedure.

The Employer may process a written grievance alleging a violation of or the interpretation of this Agreement at STEP TWO of the above procedure.

Such grievances shall be commenced at STEP TWO within ten (10) days after the circumstances giving rise to the grievance occurred or originated.

- b) No decision or settlement involving any grievance which has been dealt with at STEP ONE above, other than grievances which have been properly referred to final and binding determination, shall be used by any party as a precedent in future cases and shall be treated as only applicable to the grievance in question.

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

ARTICLE 5 – ARBITRATION

- 5.01 The Parties to this Agreement agree that any grievance which has been properly carried through all of the steps of the grievance procedure outlined in Article 4 may be referred to an Arbitrator chosen by the Employer and Union within ten (10) days after the meeting in STEP TWO.
- 5.02 The decisions of the Arbitrator in the above manner shall be binding on the parties to this Agreement.
- 5.03 The Arbitrator shall not have any power to alter, change or amend any of the provisions of this Agreement or to substitute any new provisions, for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 5.04 Each of the parties to this Agreement will bear the expenses of the Arbitrator.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Union shall have the right to appoint or elect one (1) Steward to assist employees in presenting their grievances to the Employer and supervise the administration of this Agreement.
- 6.02 The Union shall inform the Employer in writing of the name of the Steward and of any subsequent change in the name of the steward. The Employer shall not be asked to recognize any Steward until such notification from the Union has been received. No discrimination shall be shown against any Steward for carrying out his duties.
- 6.03 Providing it is consistent with the Management's obligation to maintain an efficient working force, in the event of a shortage of work that necessitates a layoff, the Steward shall be retained in the work force, and shall be one of the last two men laid off, providing he is capable and willing to do the work available.

Article 6 – continued

- 6.04 The Steward's duty shall in no way conflict with his duties to the employer and he shall be held responsible for the same quantity and quality of work as other employees.
- 6.05 Should there be any cause to discharge a Steward the Employer shall in every case notify the Local Union in writing as soon as possible, so that the Local Union is in receipt of such notification before such discipline or discharge. However, the Employer reserves the right to insist that a Steward leave the premises immediately and prior to notification being provided to the Union.
- 6.06 In the event an employee is to be suspended or terminated, the employee may request the presence of a Steward or business representative and the employer will make reasonable efforts to have the Steward or business representative attend. In the event a Steward or business representative is unavailable the Employer may issue the discipline or termination in their absence.
- 6.07 Upon reasonable request made to the Employer or his designated representative, an accredited Union Official shall be granted access to any job sites for the purposes of satisfying himself that the terms of this Agreement are being complied with provided that the work on the project is not interfered with. Such access is to be granted at the first safe and convenient time, as determined by the Employer.

Wherein security regulations prevent access to any job or project the Employer or his 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.

ARTICLE 7 – NO STRIKE, NO LOCKOUT

- 7.01 During the term of this Agreement the Union agrees that there shall be no strike and the employer agrees that there shall be no lockout. The Employer shall have the right to discipline up to and including discharge, any employee who participates directly or indirectly in any unlawful strike activity, including any picketing or work slowdown.
- 7.02 The words "Strike" and "Lockout" in this Agreement shall mean "Strike" and "Lockout" as defined in the Ontario Labour Relations Act.
- 7.03 The Union agrees it will not condone any illegal strike activity including, but not limited to, any work stoppage or observance of any picket line placed on a job site by any union for jurisdictional purposes.
- 7.04 It shall not be a violation of this Agreement for an employee to refuse to cross a picket line that has been established in accordance with the Labour Relations Act, provided that the project contract in force doesn't cause any penalty or charge to be laid upon the employer.

ARTICLE 8 – SAFETY, SANITATION AND SHELTER

- 8.01 On all jobs where more than five (5) employees are continuously employed, shelter (heated when necessary) will be provided for employees to eat their lunch and store their clothing. Sanitary toilets shall be provided in accordance with Municipal Health Regulations. It is understood that the provisions of this Section do not apply to jobs of short duration.
- 8.02 It is further agreed that drinking water will be provided for Employees on all jobs and that washing water will be provided where outlets are available to the Employer. Further, if a trailer is used as lunchroom facilities, tool storage area will be partitioned off where practical.

Article 8 – continued

- 8.03 The Employer shall make safety helmets available to employees, which shall be paid for by the employee, at cost, at the time it is supplied.
- 8.04 Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal protective equipment required in the normal course of his duties.
- 8.05 The Employer, the employees and the Union agree to abide by the provisions of the Occupational Health & Safety Act and applicable safety policies.
- 8.06 Safety Boots - An employee with two (2) or more years of service with the Employer will be paid a Safety Boot Allowance on or by July 15th of each year, (1st payment would be on July 1st of an eligible employee's 3rd year) in the amount of One Hundred & Fifty Dollars (\$150.00).

ARTICLE 9 – PRODUCTIVITY

- 9.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual operators and both will undertake individually and jointly to promote such increased productivity. The Union will cooperate with the Employer to help prevent wasteful practices.

ARTICLE 10 – PAYMENT OF WAGES

- 10.01 Wages shall be paid by Direct Deposit, bi-weekly. Accompanying each payment of wages shall be a retainable statement identifying both the Employer and the employee, showing the pay period, total hours marked "regular" and "overtime", the hourly rate, the total earnings, the amount of vacation pay, the amount and purpose of each deduction, and the net earnings.
- 10.02 Whenever pay cheques are not given to employees at the time of termination, they will be sent by the Employer to the employee by Registered Mail, to his last known address within the next pay period following the employee's termination.

ARTICLE 11 – BENEFIT CONTRIBUTIONS

- 11.01 The Employer agrees to make benefit contributions as set out in Schedule "A" to this Agreement.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

- 12.01 The following sections are intended to define the normal hours for the purpose of calculating overtime only, and shall not be construed as a guarantee of hours per day or per week, or of the days of work per week.
- 12.02 The regular hours of work for employees engaged in work covered by this Agreement shall be fifty (50) hours per week and eleven (11) hours per day, excluding service time, lunch periods and traveling time to and from the job within Board Area 5.
- 12.03 The regular hours of work for employees engaged in road building work covered by this Agreement shall be fifty (50) hours per week and eleven (11) hours per day, excluding service time, lunch periods and traveling time to and from the job within Board Area 5.

Article 12 – continued

- 12.04 Overtime at the rate of time and one-half (1-1/2) the employee's regular hourly rate will be paid for all work performed in excess of fifty (50) hours per week for sewer and watermain work, and fifty (50) hours per week for road building work, and in excess of eleven (11) hours per day exclusive of travel time to and from the job, exclusive of service time, and exclusive of lunch periods. (Overtime will only be paid once for the same hour)
- 12.05 Starting and quitting times may be adjusted by mutual agreement between the employer and the union as per job requirements.

A shift premium of two dollars and twenty-five cents (\$2.25) per hour will be paid for the second and third scheduled work shifts in a day.
- 12.06 Overtime will not be paid on any shift premium.
- 12.07 Notwithstanding any other provisions in this Agreement, snow removal will be performed at straight time rates. When snow removal is performed on Statutory Holidays, it will be paid at the rate of time and one-half (1-1/2).
- 12.08 There will be no duplication or pyramiding of overtime, or any other premium compensation.

ARTICLE 13 – VACATION PAY AND PUBLIC HOLIDAY PAY

- 13.01 Vacation and Statutory Holiday Pay shall be credited weekly to each employee covered by this Collective Agreement, at the rate of 10% of the gross wages earned and income tax will be deducted weekly.

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

It is further understood that Vacation Pay and Statutory Holiday pay credits will be paid to employees on termination and on the first pay day of July and November in each year.

ARTICLE 14 – STATUTORY HOLIDAYS

- 14.01 The Following Statutory Holidays shall be observed:

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

and any additional public holiday as prescribed by the Federal and/or Provincial Government.

Should any of the above holidays occur on a Saturday or Sunday, such holiday shall be observed on the Friday before the holiday, or the Monday or Tuesday following the holiday, at the Employer's discretion.

ARTICLE 15 – BEREAVEMENT LEAVE

- 15.01 Employees shall be granted a maximum of three (3) days' unpaid leave of absence to arrange for and attend the funeral of the employee's father, mother, step mother, step-father, spouse, child, brother, sister, step-brother, step-sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, great grandparent step-child, adopted child, foster child, son-in-law, daughter-in-law, grandchild and great grand-child..

- 15.02 Employees shall be required to provide proof of death upon the request of the Employer.

ARTICLE 16 – REPORTING ALLOWANCE

- 16.01 An employee who reports for work at the regular time, unless he has been directed not to report, and for whom no work is available will receive two (2) hours pay provided he remains at the job if requested by his supervisor. The employee must be reasonably available to be advised of changes or cancellations.
- 16.02 An employee who starts the work shift at the job site, will be paid three (3) hours if the job is shut down by the Employer before he has had an opportunity to work for three (3) hours provided he remains at the job if requested to do so by his supervisor.

ARTICLE 17 – TRAVEL TIME

- 17.01 Travel time is not paid in Board Area 5 and Board Area 26 ("The free-zone"). When the employees are requested by the Employer to use their car in place of normal transportation supplied by the Employer, mileage will be paid beyond the free zone of thirty (30) kilometres at the rate of fifty cents (.50) per kilometre to the job site and beyond the free zone of thirty (30) kilometres at the rate of fifty cents (.50) per kilometre for the return from the job site.
- 17.02 In Board Area 26, when the employees are requested by the Employer to use their car in place of normal transportation supplied by the Employer, mileage will be paid beyond the free zone of thirty (30) kilometres at the rate of fifty cents (.50) per kilometre to the job site and beyond the free zone of thirty (30) kilometres at the rate of fifty cents (.50) per kilometre for the return from the job site.

ARTICLE 18 – OUT-OF-TOWN-ALLOWANCE

- 18.01 In regard to out-of-town allowances, it is understood that if the Employer requires an operator to be out of town overnight, the Employer will provide suitable room and board for the employee or an allowance of Eighty-five Dollars (\$85.00) per day to a maximum of Four Hundred & Twenty-five Dollars (\$425.00) per week effective October 1, 2017 at the option of the employer. In the event one employee is required to have his own room, the employer will provide a suitable room and board or he will receive One Hundred and Ten Dollars (\$110.00) per day to a maximum of Five Hundred and Fifty Dollars (\$550.00) per week.

ARTICLE 19 – CLASSIFICATIONS AND WAGE RATES

- 19.01 The classifications and wage rates are as set out in Schedule "A"

ARTICLE 20 -DURATION OF AGREEMENT

20.01 This Agreement shall be effective October 1, 2017 and shall continue in effect until September 30, 2020 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing within the period of sixty (60) days immediately prior to the annual expiration date that it desires to amend the Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

DATED THIS 4th DAY OF December 2017.

SIGNED ON BEHALF OF:

Centennial Construction and Contracting (Niagara) Inc.



Signature



Please Print Name & Title

353 Townline Road

Address

Niagara-on-the-Lake ON L0S 1J0

City, Province, Postal Code

905-708-0123/905-708-0155

Telephone & Fax Number(s)

ddilalla@centennialconstruction.ca

Email Address

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



Recommended by: Steve Homewood
Business Representative

SCHEDULE "A"

- A1.1 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.
- A1.2 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 in the Regional Municipality of Niagara (except the City of Nanticoke).
- A1.3 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 rates of wages shall be effective on the dates indicated.
- A1.4 Working foreman to be paid at a wage rate which is a minimum of 10% over Group 1(a).

1 (a) Engineers operating Cranes with a manufacturer's rating of 70 tons and over

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Oct. 1, 2017	\$25.82	\$2.58	\$4.10	\$6.45	\$38.95
Oct. 1, 2018	\$26.73	\$2.67	\$4.20	\$6.60	\$40.20
Oct. 1, 2019	\$27.64	\$2.76	\$4.30	\$6.75	\$41.45

1(b) Engineers operating crawler cranes, mobile cranes, self-erecting cranes, piledrivers, caisson boring machines.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Oct. 1, 2017	\$25.52	\$2.55	\$4.10	\$6.45	\$38.62
Oct. 1, 2018	\$26.43	\$2.64	\$4.20	\$6.60	\$39.87
Oct. 1, 2019	\$27.34	\$2.73	\$4.30	\$6.75	\$41.12

2) Engineers operating crawler backhoes, gradalls, pitman type cranes, graders, fine grade dozer, welders, asphalt plant operator, self-propelled hydraulic drills, directional boring machine, boom trucks, concrete pump trucks, asphalt spreader, asphalt grinders and snooper truck.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Oct. 1, 2017	\$25.05	\$2.50	\$4.10	\$6.45	\$38.10
Oct. 1, 2018	\$25.95	\$2.60	\$4.20	\$6.60	\$39.35
Oct. 1, 2019	\$26.86	\$2.69	\$4.30	\$6.75	\$40.60

Schedule "A" - continued

- 3) Engineers operating bulldozers, front-end loaders, industrial tractors with backhoe and all other attachments, crawler tractors, crawler tractor and scraper, self-propelled scrapers, sideboom, curb machines, asphalt roller, Dozer 615 type & float drivers.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Oct. 1, 2017	\$24.59	\$2.46	\$4.10	\$6.45	\$37.60
Oct. 1, 2018	\$25.50	\$2.55	\$4.20	\$6.60	\$38.85
Oct. 1, 2019	\$26.41	\$2.64	\$4.30	\$6.75	\$40.10

- 4) Engineers operating bobcat skid steer front-end loader with all attachments, kubota type backhoe with all attachments, trenchers, off highway type rock and earth hauling vehicle.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Oct. 1, 2017	\$23.16	\$2.32	\$4.10	\$6.45	\$36.03
Oct. 1, 2018	\$24.07	\$2.41	\$4.20	\$6.60	\$37.28
Oct. 1, 2019	\$24.98	\$2.50	\$4.30	\$6.75	\$38.53

- 5) Engineers operating self-propelled roller, packer - rubber tired, sheepsfoot on grade or backfill, farm tractor, pump 6" and over.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Oct. 1, 2017	\$22.26	\$2.23	\$4.10	\$6.45	\$35.04
Oct. 1, 2018	\$23.17	\$2.32	\$4.20	\$6.60	\$36.29
Oct. 1, 2019	\$24.08	\$2.41	\$4.30	\$6.75	\$37.54

- 6) Operator-in-training 3rd Year

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Oct. 1, 2017	\$21.80	\$2.18	\$4.10	\$6.45	\$34.53
Oct. 1, 2018	\$22.71	\$2.27	\$4.20	\$6.60	\$35.78
Oct. 1, 2019	\$23.62	\$2.36	\$4.30	\$6.75	\$37.03

Schedule "A" – continued

7) Operator-in-training 2nd Year

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Oct. 1, 2017	\$20.75	\$2.08	\$4.10	\$6.45	\$33.38
Oct. 1, 2018	\$21.66	\$2.17	\$4.20	\$6.60	\$34.63
Oct. 1, 2019	\$22.57	\$2.26	\$4.30	\$6.75	\$35.88

8) Operator-in-training 1st Year

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
Oct. 1, 2017	\$19.65	\$1.97	\$4.10	\$6.45	\$32.17
Oct. 1, 2018	\$20.56	\$2.06	\$4.20	\$6.60	\$33.42
Oct. 1, 2019	\$21.47	\$2.15	\$4.30	\$6.75	\$34.67

ARTICLE A2 – BENEFIT CONTRIBUTIONS

- A2.1 Effective October 1, 2017, the Employer agrees to contribute the sum of Four Dollars & Ten cents (\$4.10) per hour for each hour earned by each Operating Engineer in his employ, to the Welfare Benefit Plan. Effective October 1, 2018, this amount shall be increased to Four Dollars & Twenty cents (\$4.20) per hour for each hour earned. Effective October 1, 2019, this amount shall be increased to Four Dollars & Thirty cents (\$4.30) per hour for each hour earned.
- A2.2 Effective October 1, 2017, the Employer agrees to contribute the sum of Six Dollars & Forty-five cents (\$6.45) per hour for each hour earned by each Operating Engineer in his employ, to the Pension Plan. Effective October 1, 2018, this amount shall be increased to Six Dollars & Sixty cents (\$6.60) per hour for each hour earned. Effective October 1, 2019, this amount shall be increased to Six Dollars & Seventy-five cents (\$6.75) per hour for each hour earned.
- A2.3 Effective October 1, 2007 the Employer agrees to contribute the sum of fifteen cents (\$0.15) per hour for each hour earned by each employee covered by this Agreement to the International Union of Operating Engineers, Local 793 Training Fund.

LETTER OF UNDERSTANDING

BETWEEN:

CENTENNIAL CONSTRUCTION AND CONTRACTING (NIAGARA) INC.
("Employer")

-AND-

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793
("Local 793")

The parties agree to cooperate in the resolution of any jurisdictional disputes that may arise and that prior to taking any action or application with the Ontario Labour Relations Board, they will meet and attempt to resolve any jurisdictional dispute that may arise.

All parties agree in principle that existing work practices will continue.

DATED THIS LHh DAY OF December 2017.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

Centennial Construction and Contracting (Niagara) Inc.

International Union of Operating Engineers,
Local 793



Signature



Recommended by: Steve Homewood
Business Representative

LETTER OF UNDERSTANDING

BETWEEN:

CENTENNIAL CONSTRUCTION AND CONTRACTING (NIAGARA) INC.
("Employer")

AND-

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

The employer will consider use of unionized subcontractors provided such subcontractors are capable of the quality required by the employer in the employer's sole judgement, are available, are lowest bid, and are approved by the project's owner(s). For greater clarity, the employer is not obligated to use any of the aforementioned contractors.

DATED THIS 4th DAY OF December 2017.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

Centennial Construction and Contracting (Niagara) Inc.

International Union of Operating Engineers
Local 793



Signature



Recommended by: Steve Homewood
Business Representative

LETTER OF UNDERSTANDING

BETWEEN

CENTENNIAL CONSTRUCTION AND CONTRACTING (NIAGARA) INC.
("Employer")

AND-

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

The parties agree that during the next round of negotiations there shall be an increase of \$1.00 per hour, on the Package, over and above the negotiated rate increase. This increase may be subject to a similar Letter of Understanding for the following Collective Agreement.

DATED this 4th day of December, 2017.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

Centennial Construction and Contracting
(Niagara) Inc.

International Union of Operating Engineers
Local 793



Signature



Recommended by: Steve Homewood
Business Representative

LETTER OF UNDERSTANDING

BETWEEN:
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793
("Union")

-and-

CENTENNIAL CONSTRUCTION AND CONTRACTING (NIAGARA) INC.
("Employer")

1. Article 19 – Classifications and Wage Rates

Article 19.01 Schedule "A"

October 1, 2017 increase \$1.25
October 1, 2018 increase \$1.25
October 1, 2019 increase \$1.25

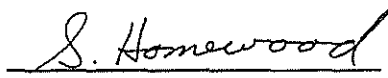
The Employer agrees to apply the wage rates, pension and benefit increases to the employees over the term of this agreement on top of their current rate of pay that was previously agreed upon between the Employer and the Employee.

SIGNED THIS 10th DAY OF NOVEMBER 2017.



For the "Employer"

Centennial Construction & Contracting
(Niagara) Inc.



For the "Union"

I.U.O.E. Local 793
Steve Homewood, Business Representative