

**SARNIA HEAVY CONSTRUCTION ASSOCIATION
COLLECTIVE AGREEMENT**

BETWEEN:

1644472 ONTARIO LIMITED O/A JBL CONSTRUCTION

(hereinafter referred to as the "Employer")

- and -

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

(hereinafter referred to as the "Union")

June 29, 2020

to

April 30, 2024

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SIGNING PAGE 30

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

WHEREAS the Union is entitled to represent employees of the Employer; and,

WHEREAS the Employer and the Union are bound to a current Collective Agreement governing the terms and conditions of employment for employees engaged in the work and classifications coming within the scope of said Agreement; and,

WHEREAS the parties wish to provide for the orderly renewal of said Agreement from time to time;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Employer and the Union hereby acknowledge and agree to recognize, observe and be bound by all of the terms, conditions, provisions (both monetary and non-monetary), appendices, schedules and memoranda set forth in and forming part of the Collective Agreement between the Union and the contractors represented by The Sarnia Heavy Construction Association applicable to the sectors as defined in **Article 14.1** herein, including all renewals thereof, as if the same were made between the Union and the Employer.

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

ARTICLE 1 – DURATION OF AGREEMENT

1.1 This Agreement shall become effective on the 29th day of June, 2020, and shall continue to remain in effect until the 30th day of April, 2024, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination, or proposed revision of this Agreement within one hundred and twenty (120) days before the 30th day of April, 2024, in a like period in any year thereafter.

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer in all sectors of the construction industries in the Province of Ontario engaged in work covered by the schedules and classifications set out in this Agreement, and any additional classifications as may be agreed to by the parties, save and except non-working foremen and persons above that rank.

ARTICLE 3 – UNION SECURITY

- 3.1 a) The Employer agrees that whenever it requires personnel to perform work covered by this Agreement, it shall first call the Union office for its requirements.
- b) If the Union cannot supply qualified, competent personnel within forty-eight (48) hours (excluding Saturdays, Sundays and Statutory Holidays), the Employer may hire such personnel from any other source.
- c) The Employer shall have the prerogative when adding to its workforce, to first re-hire former regular employees who have been employed by the Employer for at least three (3) of the preceding twelve months.
- 3.2 All personnel shall be required to have a clearance card issued by the Union before they start to work, unless other arrangements are made with the Union dispatcher. Such clearance card will not be unreasonably withheld.
- 3.3 Employees working under this Agreement shall be members of the Union in good standing, or make application to become members of the Union within seven (7) days of hiring or be replaced upon written request by the Union.
- 3.4 The Employer agrees to engage only those sub-contractors at the job site or at the Employer's shop who are in contractual relations with the Union to perform work set out in the classifications of this Agreement or as otherwise agreed to by the parties. This shall include repair, maintenance and service work at the job site or at the Employer's shop, excluding warranty work on site or at the Employer's shop
- 3.5 a) As a condition of employment, all employees shall authorize the Employer to deduct monthly Union dues, working dues, initiation fees and annual assessments from each employee on the first pay period of the month.
- The Union shall notify, in writing, the Employer, of the amounts and any changes thereto of the above mentioned deductions.
- b) All dues, fees and assessments so deducted shall be remitted together with pension and/or benefit contributions as set out in this Agreement on or before the 15th day of the month following the month in which such deductions were made. The Employer shall, when making this remittance to the Union, identify employees both by name and social insurance number and indicate the amount deducted from each employee on forms supplied by the Union.
- 3.6 At the request of either party, the Employer or the Union may ask for a pre-job meeting providing the project amount is over two hundred fifty thousand dollars (\$250,000).

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right without restriction, save and except such prerogatives of management as may be specifically modified by the terms and conditions of this Agreement.
- a) To determine qualification, classify, transfer, hire, direct, promote, demote, lay-off, discipline and discharge employees for just cause and to increase and decrease working forces in accordance with the terms of this Agreement.
 - b) To determine the materials to be used, design of the products to be handled, facilities and equipment required, scheduling of work and locations of equipment.
 - c) To determine the rules and regulations to be observed by the employees, violations of which may be the cause for discipline and may include discharge.
- 4.2 The Employer recognizes that the employee and the Union have recourse through the grievance procedure if they feel that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement.

At the request of the employee concerned, incidents of alleged discharge for cause shall be in writing.

ARTICLE 5 – GEOGRAPHICAL AREA

- 5.1 This Agreement shall be effective within the County of Lambton.
- 5.2 Wages and conditions as outlined in this Agreement shall be effective within Labour Board Area 2 (County of Lambton) as defined by the Labour Relations Board.
- 5.3 If an Employer works in other areas of the Province of Ontario, where there exists an agreement between a contractor or association of contractors and the Union, the Employer agrees to abide by the wage rates and conditions of the said agreement.

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, grievances, 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 forms supplied by the Union and signed by the employee having such grievance.

ARTICLE 6 – GRIEVANCE PROCEDURE - cont'd

- 6.3 Written grievances, to be valid, shall set out the nature of the grievance, the article or articles 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.
- 6.4 In determining the time which is allowed in the various steps of **Article 6** and **7**, 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 **Article 6** and **7** hereof is not taken within the time limits specified 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 a) 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 an opportunity of dealing with the complaint. His 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) 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 the employee concerned is not reached within two (2) full working days, the grievance may be presented as indicated in **Step 2** at any time within five (5) full working days thereafter or if the grievance involves monetary, discipline or discharge matters, not involving the interpretation of the agreement to final and binding arbitration.
- STEP 2** At this step, the grievance shall be referred to the Joint Labour Management Committee, which shall convene a meeting within ten (10) full working days to deal with the grievance. Should no satisfactory settlement be reached within five (5) full working days after the meeting, the grievance may be submitted to arbitration.

ARTICLE 6 – GRIEVANCE PROCEDURE - cont'd

- b) The Union may process a written grievance which involves a number of employees of an Employer or the interpretation of the agreement. Such grievance shall be commenced at **Step 2** of the above procedure.

The Employer may process a written grievance alleging a violation of or the interpretation of this Agreement at **Step 2** of the above procedure.

Such grievances shall be commenced at **Step 2** within ten (10) full working days after the circumstances giving rise to the grievance occurred or originated.

- c) No decision or settlement involving any grievance which has been dealt with at **Step 1** 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.

- 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 of such grievance should have reasonably become first known to a Union Representative.

ARTICLE 7 – ARBITRATION

- 7.1 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 6** may be referred to a Board of Arbitration or other final determination within twenty (20) working days after completion of **Step 2** of **Article 6.7**.
- 7.2 The Board of Arbitration will 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.

ARTICLE 7 – ARBITRATION - cont'd

- 7.6 The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions, for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 7.7 Each of the parties to this Agreement will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman.

ARTICLE 8 – NO STRIKES, NO LOCKOUTS

- 8.1 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed that there shall be no strike, picketing, slowdown or stoppage of work, either complete or partial, and that during the terms of this Agreement, there shall be no lockout.

ARTICLE 9 – UNION REPRESENTATION

- 9.1 The Business Representative of the Union shall have access to all jobs during working hours, but in no case shall his visits interfere with the progress of the work, and he shall notify the Company office, the job office, or the job superintendent, whichever is applicable, before visiting the job site.
- 9.2 The Employer agrees to recognize such reasonable number of stewards as may, from time to time, be appointed by the Union, but shall not be obliged to recognize such stewards until it has been informed in writing of the name of stewards as they are appointed.
- 9.3 One steward shall be one of the last two employees (covered under the terms of this Agreement) to remain working, provided such steward is capable and qualified to perform the work required.

ARTICLE 10 – SAFETY, SANITATION AND SHELTER

- 10.1 Adequately heated enclosures or cabs for men operating, maintaining or repairing equipment shall be provided by the Employer, where reasonably required.
- 10.2 Protective equipment required under abnormal conditions or during inclement weather will be supplied by the Employer and shall be returned after use.
- 10.3 a) The Employer agrees to supply the necessary drinking water and cups as per O.H.S.A.
- b) The Employer agrees to provide sanitary facilities, wherever practical.

ARTICLE 10 – SAFETY, SANITATION AND SHELTER - cont'd

- 10.4** Adequately heated shelter for employees to eat their lunch shall be provided by the Employer, with table and seating space, which shall be maintained in a clean and sanitary condition by the employees and the Employer unless other arrangements are made with the Union.
- 10.5** An employee who is injured in the course of performing his duties and requires medical attention by a physician and is certified by the physician that he is unable to continue to work, shall be paid his regularly assigned hours on the day of the injury; otherwise the employee shall be paid his regular wages for any lost time incurred that day due to the injury.
- 10.6** a) In the event of a fire or theft resulting in the loss of clothing or tools, the Employer will replace such items at their replacement value to a maximum of five hundred dollars (\$500.00) except as provided in (b) hereof, provided that such clothing and 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.
- b) Mechanics are to file with their Employers, a listing of their tools showing their valuation and the Employer's liability shall be limited to such listing and the replacement value of such tools.
- 10.7** No entertainment or personal communication devices such as cell phones, Blackberries, iPods and/or similar devices shall be used on the job during working hours, nor shall they be turned on, except during lunch break, regular work breaks, job site emergencies, or where prior approval is obtained from the employee's supervisor.
- 10.8** Employees after eight hundred (800) hours of service will be reimbursed up to one hundred fifty dollars (\$150) per calendar year towards the purchase of employer approved safety footwear upon presentation of a receipt showing such purchase.

ARTICLE 11 – PAYMENT OF WAGES AND LAY-OFF

- 11.1** a) Wages shall be paid by cash not later than Friday of each week, during working hours, or by cheque no later than Thursday of each week during working hours.
- b) 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 net earnings.

ARTICLE 11 – PAYMENT OF WAGES AND LAY-OFF - cont'd

- 11.2 In the case of lay off, all employees shall be paid up to date on the job site where practical; otherwise cheques and EI Record of Employment Certificate shall be forwarded by registered mail to his last known address, within forty-eight (48) hours of the lay off. Notification to, or attempted notification of lay off, to an employee on a Saturday, Sunday or Statutory Holiday shall not be considered proper notice unless the employee is working on such days.
- 11.3 When laid off, employees shall be allowed sufficient time to clear up their personal and company property on the job site.
- 11.4 When employees who are laid off are not paid up to date on the job site and should the Employer fail to send such wages and/or employment records as stated above, the Employer shall pay eight (8) hours pay at the regular hourly rate for each additional regular working day the employee is required to wait for his pay and records, after giving notice to the Employer and giving him four (4) hours to correct such default.
- 11.5 When an employee quits his job, he shall be paid in full, on the next regular pay day, at which time, he shall receive his EI Record of Employment Certificate.
- 11.6 An employee being laid off shall be so notified at least four (4) hours before the end of his last scheduled shift or day of work. If such notice is not given, the employee shall be given two (2) hours pay in lieu of such notice.

ARTICLE 12 – JURISDICTIONAL DISPUTES

- 12.1 The Employer and the Union agree that there shall be no work stoppage resulting from jurisdictional disputes. In the case of a jurisdictional dispute, the Employer agrees to assign work in accordance with the Contractors' Responsibility Section of the Procedural Rules and Regulations of the Building and Construction Trades Department AFL-CIO.
- 12.2 All jurisdictional disputes shall be settled and adjusted accordingly to the present plan established by the Building and Construction Trades Department AFL-CIO or any method or procedure which may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Employer and the Union.
- 12.3 **Joint Labour Management Committee**
The parties hereto agree to the establishment of a Joint Labour Management Committee composed of representatives of the Employer and representatives of the Union. The purpose of this committee will be for the effective administration of the Collective Agreement and to provide a means of communication for the resolution of any or all disputes that may arise through the application of the Agreement. Meetings will be held on an annual basis or as deemed necessary in the interests of both parties.

ARTICLE 13 – STATUTORY HOLIDAYS AND VACATION PAY

13.1 All work performed on the following holidays shall be paid for at double the regular rate of wages:

New Year's Day	Good Friday	Victoria Day
Dominion Day	Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day
Family Day	Remembrance Day	

NOTE: If the Government of the Province of Ontario amends "holiday" to include Heritage Day, such holiday shall be a holiday herein.

Should any of the above holidays occur on a Saturday or Sunday, such holiday shall be observed on the Monday and/or Tuesday following, unless changed by mutual agreement between the Employer and the Union.

No work shall be performed on Labour Day, except to save life, limb or property.

13.2 It is understood and agreed that the employee's vacation period shall be mutually agreed upon by the Employer and the employee.

13.3 The Employer agrees that when the Union informs them of any changes in the payout of Vacation or Statutory Holiday pay, they will immediately conform to these changes.

ARTICLE 14 – HOURS OF WORK

14.1 Fifty (50) hours per week, Monday through Friday, shall constitute a regular work week for work performed in the following sectors:

- a) Municipal Work
- b) Bridges and Structures
- c) Sewers and Watermains
- d) All roadwork tendered by cities and townships in Lambton County
- e) Heavy Engineering

The standard work week for all residential work and road work tendered by Lambton County and MTO shall be fifty-five (55) hours Monday through Friday.

The said regularly assigned hours to be between the hours of 7:00 a.m. and 7:00 p.m., with one-half (½) hour lunch period without pay.

ARTICLE 14 – HOURS OF WORK - cont'd

If an employee is required to work without a lunch period, he will be paid an additional one-half (½) hours pay. The starting and quitting times may be changed by mutual agreement between the Employer and the Union.

- 14.2 Residential work at eighty percent (80%) of the rate, one hundred percent (100%) of the benefits. This section does not cover any work normally performed by other agreements with Local 793 and the Employer, and does not include the building. If the operator works less than ten (10) hours at this rate, he will be paid the full rate.

ARTICLE 15 – OVERTIME

- 15.1 The Employer may require employees to perform work in excess of their regular assigned hours and employees will be given as much notice as possible.
- 15.2 All time worked by an employee before 7:00 a.m. and after 7:00 p.m., Monday through Friday, and all hours worked in excess of those set out in **Article 14.1** above, and all time worked on Saturday shall be at the rate of time and one-half (1½x). All time worked on Sundays and Statutory Holidays shall be at the rate of double time (2x).

If, during the work week as described in **Article 14.1** of this Agreement, eight (8) or more hours are lost due to inclement weather, one (1) eight hour shift may be made up on Saturday, at straight time rates of pay.

ARTICLE 16 – SHIFT WORK

- 16.1 The Employer agrees not to establish a second shift which reduces the hours of work of the first shift as established in **Article 14.1 - Hours of Work**.
- 16.2 When shift work outside the hours as laid down in **Article 14.1** is worked, a premium of one dollar and fifty cents (\$1.50) per hour will be paid for the second shift, one dollar and seventy-five cents (\$1.75) for the third shift.

When a first shift is not established, but an irregular start time is necessary, a premium of one dollar and twenty-five cents (\$1.25) per hour will be paid.

- 16.4 All hours worked between midnight (12:00 a.m.) Friday and midnight (12:00 a.m.) Sunday, shall be paid as outlined in **Article 15 - Overtime**.

ARTICLE 17 – MEALS AND REFRESHMENT BREAKS

- 17.1 Employees who are required to work after 7pm, shall be provided a meal allowance of twenty dollars (\$20.00), to be paid on the next pay period
- 17.2 Employees shall have two (2) fifteen (15) minute break periods. One in the first half and one in the second half of each shift. When overtime is worked, break periods shall be scheduled for approximately the middle of each four (4) hour work period.

ARTICLE 18 – INCLEMENT WEATHER AND REPORTING TIME

- 18.1 An employee who reports for work on any day shall receive a minimum for four (4) hours pay (total package), plus all travel and/or lodging allowance payable for that day for reporting, and shall remain at any work covered under the terms of this Agreement, unless directed otherwise by the Employer. Should a shift be cancelled within one (1) hour of start time a reporting allowance of two (2) hours pay and the applicable travel and/or lodging allowance will be paid.
- 18.2 An employee who reports for work and is unable to perform his work due to inclement weather, shall receive two (2) hours pay plus all travel time and/or living allowance payable for that day for reporting, provided he remains at the job site, unless directed otherwise by the Employer

ARTICLE 19 – RECALL AND PREMIUM CALL-OUT

- 19.1 When an employee is recalled to work after completion of his normal day's work, Monday through Friday inclusive, he shall be paid a minimum of four (4) hours pay, at the applicable rate.
- 19.2 When an employee is required to report to work on a Saturday, Sunday, or Statutory Holiday, he shall be paid a minimum of four (4) hours at the applicable premium rate. In the event an employee is recalled to work on a Saturday, Sunday or Statutory Holiday, he shall be paid a minimum of a further four (4) hours at the applicable premium rate.

ARTICLE 20 – TRAVEL TIME

20.1 TRAVEL ZONES

Zone A – Lambton County

Zone B – Outside Lambton County up to one hundred (100) km radius from Sarnia City Hall

Zone C – Over One hundred (100) km up to one hundred twenty (120) km radius from Sarnia City Hall

ARTICLE 20 – TRAVEL TIME - cont'd

Zone D – Over One hundred twenty (120) km up to one hundred fifty (150) km radius from Sarnia City Hall

Zone E – Over one hundred fifty (150) km radius from Sarnia City Hall

20.2 When the employer provides transportation to the employees who are passengers to and from the jobsites, mileage shall be paid at the following zone rates

- Zone A – zero dollars (\$0.00) per day
- Zone B – thirty-one dollars (\$31.00) per day
- Zone C – thirty-six dollars (\$36.00) per day
- Zone D – forty-one dollars (\$41.00) per day
- Zone E – fifty-one dollars (\$51.00) per day

On May 1st, 2021 rates in Zones B, C, D and E shall increase by one dollar (\$1.00)

On May 1st, 2022 rates in Zones B, C, D and E shall increase by one dollar (\$1.00)

On May 1st, 2023 rates in Zones B, C, D and E shall increase by one dollar (\$1.00)

20.3 When the employees provide their own transportation to and from the jobsite, mileage shall be paid at the following zone rates

- Zone A – zero dollars (\$0.00) per day
- Zone B – forty-four dollars (\$44.00) per day
- Zone C – seventy-six dollars (\$76.00) per day
- Zone D – one hundred three dollars (\$103.00) per day
- Zone E – one hundred eleven dollars (\$111.00) per day

On May 1st, 2021 rates in Zones B, C, D and E shall increase by one dollar (\$1.00)

On May 1st, 2022 rates in Zones B, C, D and E shall increase by one dollar (\$1.00)

On May 1st, 2023 rates in Zones B, C, D and E shall increase by one dollar (\$1.00)

20.4 Where the Employer provides transportation it shall be deemed suitable for passengers by the Ministry of Transportation and all equipment and materials shall be secured and be kept separate from the passengers.

20.5 An employee who reports to work and is required to travel between jobs in a company vehicle shall be paid for all time spent travelling between jobs at the applicable rate of pay (total package). When an employee reports for work and provides their own transportation and is required to travel between jobs, the employee will be paid the applicable rate of pay (total package) plus the applicable Zone mileage amount.

ARTICLE 20 – TRAVEL TIME - cont'd

- 20.6 An employee required to drive an Employer’s vehicle to and from jobsites shall be paid their applicable rate of pay (total package) for all such hours and not be entitled to any travel pay listed in **Article 20.2**. If such employee is only required to drive a company vehicle one way per day, they shall be paid their regular rate of pay (total package) for all time spent driving and one half (½) of the applicable zone amount in **Article 20.2** or **20.3** (depending on method of transportation).
- 20.7 Lodging is one hundred seventy dollars (\$170.00) per night away. Travel pay in **Article 20.2** or **20.3** (depending on method of transportation to the jobsite) will be paid on both the travel in and on the travel home. When employees are required to work more than a three hundred twenty (320) km radius from Sarnia City Hall, lodging will be paid on a seven (7) days a week basis.

ARTICLE 21 – WORK IN COMPRESSED AIR

21.1 General

- a) Work in compressed air will be conducted in accordance with applicable governmental laws and regulations.

21.2 Provisions for Working in Compressed Air

- a) The following sliding scale of premium payments shall apply to workers in compressed air. These payments are non-cumulative, and are considered a bonus (not to be included in calculating overtime pay or add-ons for fringe benefits).

AIR PRESSURE	PREMIUM PER HOUR
1 - 14 lbs.	\$1.00
15 - 20 lbs.	\$1.50
21 lbs.	\$2.00

For air pressure over twenty-one (21) pounds, the Employer agrees to pay twenty-five cents (\$0.25) per pound compressed air premium for each pound over twenty-one (21) pounds, in addition to the twenty-one (21) pound rate.

- b) Where employees are required to work in compressed air, they shall receive a minimum of eight (8) hours per day or shift.
- c) Rest periods when working under air pressure are to be paid as specified by law, and no deduction will be made for a meal break falling in the rest period between the two (2) working periods.

ARTICLE 21 – WORK IN COMPRESSED AIR - cont'd

- d) Where employees are required to have their lunch break underground in compressed air, the Employer agrees that a proper sanitary lunchroom facility shall be provided, heated when necessary, and separate from the work area. Potable water shall be provided at all times. Sanitary toilets shall be provided and shall not be located in or near the lunchroom area.
- e) Hot Beverages
 - (i) The Employers shall, at their own expense, supply sugar and hot beverages for employees working in compressed air during rest periods;
 - (ii) Containers and cups for the beverage required as outlined above shall be maintained in a clean and sanitary condition and kept stored in a closed container.

ARTICLE 22 – GENERAL

- 22.1 An employee will be granted a leave of absence for vital personal reasons, or to attend a Union Convention or Jury Duty. A leave of absence will be granted to regular employees for a period of up to one (1) year to serve in a full time position with the Union. Such requests shall be in writing.

ARTICLE 23 – SCHEDULE “A”

- 23.1 Attached to and forming part of this Agreement is **Schedule “A”** outlining wage rates, classifications, vacation pay and trade conditions.

SCHEDULE "A"
* * * * *

**THIS SCHEDULE SHALL COVER AND APPLY TO ALL MEMBERS OF THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793.**

SCHEDULE "A"

ARTICLE 1 - GENERAL

- 1.1 Nothing herein shall be so construed as to effect a reduction in wages or of existing benefits of any employees covered by this Agreement.
- 1.2 All equipment listed in the following classifications shall be manned by members of the Union to operate, repair, maintain, service, install, erect or dismantle. Where repairs are performed in the field by the Employer, this Agreement shall apply, and the operator of the equipment under repair may assist with the service of such repairs on the job site. This includes raising or jumping of hoists and cranes.
- 1.3 When seven (7) members of the Operating Engineers are employed on a job or project, regardless of whom the Employer is, the General Contractor shall place a working foreman in charge. When the number of Operating Engineers on a job or project becomes greater than ten (10), this foreman shall become non-operating.

This shall apply to each shift. This foreman will not replace any of the employees for operating or repairing except in an emergency. This foreman shall receive not less than two dollars (\$2.00) per hour over the hourly rate of the Operating Engineers in Classification "A".
- 1.4 When equipment covered by this Agreement is being moved from place to place under its own power, only employees covered by this Agreement shall be used to move such equipment.
- 1.5 No equipment shall be operated by demonstrators on a site for more than two (2) working days without the Union being notified and a qualified Union operator being present in order that he may familiarize himself with the equipment.
- 1.6 When work is to be performed by mechanics, welders and servicemen, outside the confines of the shop, adequate protection from the weather will be provided.
- 1.7 Employees involved in maintenance repair or similar work shall be allowed ten (10) minutes to store tools and wash up.
- 1.8 Equipment operators and/or crews shall not be replaced by foremen, mechanics or those above rank of foreman, for the purpose of overtime or reduction in crews, unless crews voluntarily decline such work; in which case, other regular operators or crews shall be given the first opportunity for such work.
- 1.9 If and when an Employer takes his employees to other areas of the Province, the employee will receive the conditions of this Agreement including the travel provisions.

ARTICLE 1 – GENERAL - cont'd

1.10 Operators required to operate equipment in more than one rate classification during the same shift shall be paid the highest classification rate for the equipment operated.

1.11 The Employer who normally employs twelve (12) or less employees working under this Agreement shall be entitled to request by name, two (2) persons from the Union's out-of-work list, per calendar year.

The Employer who normally employs between thirteen (13) to twenty-four (24) employees working under this Agreement shall be entitled to request by name, three (3) persons from the Union's out-of-work list, per calendar year.

The Employer who normally employs over twenty-five employees working under this Agreement shall be entitled to request by name, four (4) persons from the Union's out-of-work list, per calendar year.

ARTICLE 2 - WAGES

2.1 All work that is not defined in the Schedule shall be performed under the appropriate Union agreement for the area and type of work to be performed.

2.2 Classifications and wage rates for all work as defined in **Article 14.1 - Hours of Work:**

a) Mainline excavator, grader (fine grade), fine grade dozer (no GPS).

Date	Wage	Vacation Pay@8%	Benefit Plan	Sub Plan	Pension Plan	Total	Training Fund	National Training	DeNovo Fund	Association Fund
6/29/2020	\$34.31	\$2.74	\$5.52	\$0.05	\$6.60	\$49.22	\$0.60	\$0.05	\$0.02	\$0.06
5/1/2021	\$35.35	\$2.83	\$5.54	\$0.10	\$6.60	\$50.42	\$0.65	\$0.05	\$0.02	\$0.06
5/1/2022	\$36.13	\$2.89	\$5.64	\$0.36	\$6.60	\$51.62	\$0.70	\$0.05	\$0.02	\$0.06
5/1/2023	\$37.15	\$2.97	\$5.74	\$0.36	\$6.60	\$52.82	\$0.75	\$0.05	\$0.02	\$0.06

b) Cranes, clams, shovels, backhoe, draglines, pile drivers, gradalls, derricks, truck cranes, dredges and trenching machines 12" and over, Survey Instrument Man, excavator over 9 tonne.

Date	Wage	Vacation Pay@8%	Benefit Plan	Sub Plan	Pension Plan	Total	Training Fund	National Training	DeNovo Fund	Association Fund
6/29/2020	33.31	\$2.66	\$5.52	\$0.05	\$6.60	\$48.14	\$0.60	\$0.05	\$0.02	\$0.06
5/1/2021	\$34.35	\$2.75	\$5.54	\$0.10	\$6.60	\$49.34	\$0.65	\$0.05	\$0.02	\$0.06
5/1/2022	\$35.13	\$2.81	\$5.64	\$0.36	\$6.60	\$50.54	\$0.70	\$0.05	\$0.02	\$0.06
5/1/2023	\$36.15	\$2.89	\$5.74	\$0.36	\$6.60	\$51.74	\$0.75	\$0.05	\$0.02	\$0.06

ARTICLE 2 – WAGES - cont'd

- c) Dozer, front-end loaders, emcos, scrapers, graders, drilling machines, trenching machines under 12", industrial tractors with backhoe attachments, job site and shop mechanics and welders, pitman type cranes, and (when operating) batching plants, crushing plants, steam plants, asphalt plants, Rodman-Chainman, Earth Boring Equipment, backhoes with hoe-pak attachment, concrete pavers and asphalt spreaders, curb and gutter machines, directional drills and float driver, material handling equipment (conveyors), Hydrovac Excavator, forklift, sewer camera and inspection equipment, mini excavator up to 9 tonne and asphalt shuttle buggy.

Date	Wage	Vacation Pay@8%	Benefit Plan	Sub Plan	Pension Plan	Total	Training Fund	National Training	DeNovo Fund	Association Fund
6/29/2020	\$32.78	\$2.62	\$5.52	\$0.05	\$6.60	\$47.57	\$0.60	\$0.05	\$0.02	\$0.06
5/1/2021	\$33.82	\$2.71	\$5.54	\$0.10	\$6.60	\$48.77	\$0.65	\$0.05	\$0.02	\$0.06
5/1/2022	\$34.60	\$2.77	\$5.64	\$0.36	\$6.60	\$49.97	\$0.70	\$0.05	\$0.02	\$0.06
5/1/2023	\$35.62	\$2.85	\$5.74	\$0.36	\$6.60	\$51.17	\$0.75	\$0.05	\$0.02	\$0.06

- d) Concrete pumps, well-point systems, portable generators, air compressors 210 CFM or over, concrete mixers 1 cu. yd. and over, gravel and concrete spreaders, asphalt finishing rollers, blacksmiths, asphalt pressure distributors, water truck, pumps with 4-inch discharge and over, screening and washing plant, post hole diggers, industrial tractors with hoe pack attachment, rocktrucks and off road haulers.

Date	Wage	Vacation Pay@8%	Benefit Plan	Sub Plan	Pension Plan	Total	Training Fund	National Training	DeNovo Fund	Association Fund
6/29/2020	\$32.68	\$2.61	\$5.52	\$0.05	\$6.60	\$47.46	\$0.60	\$0.05	\$0.02	\$0.06
5/1/2021	\$33.72	\$2.70	\$5.54	\$0.10	\$6.60	\$48.66	\$0.65	\$0.05	\$0.02	\$0.06
5/1/2022	\$34.50	\$2.76	\$5.64	\$0.36	\$6.60	\$49.88	\$0.70	\$0.05	\$0.02	\$0.06
5/1/2023	\$35.52	\$2.84	\$5.74	\$0.36	\$6.60	\$50.08	\$0.75	\$0.05	\$0.02	\$0.06

- e) Fireman, truck crane drivers, truck, A-Frame, concrete mixers under 1 cu. yd., apprentice welders and mechanics after 1 year, pumps under 4-inch discharge, painters and bodymen.

Date	Wage	Vacation Pay@8%	Benefit Plan	Sub Plan	Pension Plan	Total	Training Fund	National Training	DeNovo Fund	Association Fund
6/29/2020	\$32.10	\$2.56	\$5.52	\$0.05	\$6.60	\$46.83	\$0.60	\$0.05	\$0.02	\$0.06
5/1/2021	\$33.14	\$2.65	\$5.54	\$0.10	\$6.60	\$48.03	\$0.65	\$0.05	\$0.02	\$0.06
5/1/2022	\$33.92	\$2.71	\$5.64	\$0.36	\$6.60	\$49.23	\$0.70	\$0.05	\$0.02	\$0.06
5/1/2023	\$34.94	\$2.79	\$5.74	\$0.36	\$6.60	\$50.43	\$0.75	\$0.05	\$0.02	\$0.06

ARTICLE 2 – WAGES - cont'd

- f) First year apprentice welders and mechanics, oilers, compaction equipment including rollers (other than asphalt finishing roller), packer with blade, Rodman-Chainman with less than 6 months experience, shop helpers, skid steer loaders, Kubota type backhoe.

Date	Wage	Vacation Pay@8%	Benefit Plan	Sub Plan	Pension Plan	Total	Training Fund	National Training	DeNovo Fund	Association Fund
6/29/2020	\$31.91	\$2.55	\$5.52	\$0.05	\$6.60	\$46.63	\$0.60	\$0.05	\$0.02	\$0.06
5/1/2021	\$32.95	\$2.64	\$5.54	\$0.10	\$6.60	\$47.83	\$0.65	\$0.05	\$0.02	\$0.06
5/1/2022	\$33.73	\$2.70	\$5.64	\$0.36	\$6.60	\$49.03	\$0.70	\$0.05	\$0.02	\$0.06
5/1/2023	\$34.75	\$2.78	\$5.74	\$0.36	\$6.60	\$50.23	\$0.75	\$0.05	\$0.02	\$0.06

ARTICLE 3 – VACATION PAY

- 3.1 Vacation and Statutory Holiday pay shall be paid weekly to each employee covered by this Collective Agreement, at the rate of eight percent (8%) of the gross wages earned, and income tax will be deducted weekly. It is understood and agreed that four percent (4%) of the gross wages is to be considered Vacation Pay and four percent (4%) of the gross wages is to be in lieu of Statutory Holiday Pay.

It is understood and agreed that the Statutory Holiday and Vacation Pay will not exceed eight percent (8%) of gross wages.

Once an employee has reached five (5) years of employment, Vacation and Statutory Holiday pay shall be paid at the rate of 10 percent (10%) of the gross wages earned.

ARTICLE 4 – HEALTH PLAN AND PENSION PLAN

- 4.1 The parties hereto agree that the Employee Benefit Plans shall be jointly trusted by an equal number of trustees appointed by Employer organizations and a like number of trustees appointed by the Union.
- 4.2 Effective June 29, 2020, the amount of monies to be paid by each Employer in respect of the Health, Sub and Pension Plans shall be twelve dollars and seventeen cents (\$12.17) per hour for each hour earned by each employee in the employ of the Employer. Effective May 1, 2021, this amount shall increase to twelve dollars and twenty-four cents (\$12.24) per hour for each hour earned by each employee in the employ of the Employer. Effective May 1, 2022, this amount shall increase to twelve dollars and sixty cents (\$12.60) per hour for each hour earned by each employee in the employ of the Employer. Effective May 1, 2023, this amount shall increase to twelve dollars and seventy cents (\$12.70) per hour for each hour earned by each employee in the employ of the Employer.

ARTICLE 4 – HEALTH PLAN AND PENSION PLAN - cont'd

- 4.3 The allocation of the contributions specified under the terms of **Article 4.2** above between the International Union of Operating Engineers, 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.
- 4.4
- i) These monies shall be remitted in accordance with this Agreement and shall be remitted by the 15th 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.
 - ii) 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 **Schedule "A"**, **Article 6**, Working Dues Check-off or Employer Labour Relations Fund, by the 15th day of the month due, the Employer shall pay to the appropriate fund as liquidated damages and not as a penalty, an amount equal to 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 five (5) days prior written notice to correct such delinquency and has not done so.
 - iii) 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.
 - iv) If the Employer does not submit the certified audited statement as per **Article 4.4 (iii)**, the Trustees may appoint an independent chartered accountant to enter upon the Employer's premises during the 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.
 - v) 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-five thousand dollars (\$25,000.00), if the audit discloses any deliberate violation.

ARTICLE 4 – HEALTH PLAN AND PENSION PLAN - cont'd

- 4.5 In the event such audit reveals that the Employer has failed to remit contributions in accordance with the provisions of this Agreement, the Employer shall, within five (5) days of receipt of written notice from the Trustees, remit all outstanding contributions together with any liquidated damages required under the terms of **Article 4.4 (ii)** above and completed supporting contribution report forms as required by the Plan.
- 4.6 i) When an Employer fails to remit all delinquent contributions the provisions of **Article 4.4 (ii)** 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.
- ii) Where the parties agree to a settlement of a delinquency and such settlement is violated by the Employer, the violation may be used by the Union as evidence [subject to **Article 4.6 (iii)**] at the Ontario Labour Relations Board; and **Article 4.4 (ii)** shall apply.
- iii) In the event that a grievance alleging that an Employer has failed to remit the proper contributions, deductions or remittances to any Trust Fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:
- A statement signed by a member of the Union, a business representative, a trustee or the administrator of a Trust Fund, shall be prima facie evidence of the number of hours worked by members of the Union, and of a failure to make the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the Employer with proper documentary evidence.
- iv) If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to pay wages to employees or a failure to make appropriate payments to a Trust Fund or an administrator as required by this Agreement is litigated and the Board determines that an Employer has violated the Agreement, then the Ontario Labour Relations Board or the Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation cost of all witness(es) and business representative(s), conduct money, cost incurred in serving a summons, any expenses incurred by the Union pursuant to **Section 133(4)** of the Labour Relations Act or otherwise, for the Board of Arbitration.

ARTICLE 4 – HEALTH PLAN AND PENSION PLAN - cont'd

- v) The Union may with cause require an Employer to post or secure an unconditional letter of credit or other form of security acceptable to the Union to cover any delinquencies as required by this Agreement. The maximum amount of the unconditional letter of credit or other form of security shall be the amount the Employer would be expected to contribute for a four (4) month period or twenty thousand dollars (\$20,000.00) whichever is the greater amount.
 - vi) 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 are the total wage packages set out in **Appendix "A"** attached hereto.
- 4.7 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, 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 four (4) months 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 the higher amount. In the event that the cash bond or certified cheque does not satisfy the full amount of delinquency, the Union may not take other proceedings to recover the balance.
- 4.8 If an Employer does not have any employees in his employ, he shall submit a NIL report in accordance with the provisions of **Article 4.4**.
- 4.9 The Trustees of the employee benefit plan referred to in this Agreement shall promptly notify the Union of the failure by the Employer to pay any employee benefit contributions required to be made under this 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.
- 4.10 i) **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 total monetary package which includes the hourly rate, vacation pay, health plan and pension plan contributions for each hour earned by each employee.

ARTICLE 4 – HEALTH PLAN AND PENSION PLAN - cont'd

ii) **Advancement Dues Check-Off**

The Employer shall deduct thirty-five cents (\$0.35) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. Effective May 1, 2021, this amount shall increase to forty cents (\$0.40) per hour for each hour earned..

The Union will notify the Employer and the Sarnia Heavy Construction Association of any changes to working dues and similar deductions.

Such deductions shall be forwarded along with the remittances required under **Article 4.2** and **4.3** and supporting information shall be as required by the Trustees on the Reporting Forms.

Such deductions shall be immediately paid to the Union by the Administrator of the Plans.

The Union agrees to hold harmless and indemnify the Employers and the Sarnia Heavy Construction Association and the Trustees against any liability incurred as a result of deductions made under **Article 4.10** above.

- 4.11 i) Each Employer bound by this Agreement shall contribute an amount per hour, as set out in **Schedule "A"**, for each hour worked by each employee covered by this Agreement as such Employer's contributions to the administrative costs of the Association.
- ii) The Sarnia Heavy Construction Association will notify the Union of the applicable contribution to the Employer Industry Fund.
- iii) The Employer shall remit such contributions with the other contributions under **Articles 4.2, 4.3** and **4.9** together with supporting information as required by the Trustees on the Reporting Form.
- iv) Such contributions shall be immediately paid to the Local or trade Association by the Administrator of the Funds.
- v) The Sarnia Heavy Construction Association agrees to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of contributions made under **Article 4.11 (i)**.

- 4.12 **Employer DeNovo Treatment Centre Contribution:** Effective June 29, 2020 each 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 5 - SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

5.1 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 June 29, 2020, the Employer shall contribute \$0.05 per hour earned for each employee in his/her employ. Effective May 1, 2021, the Employer shall contribute \$0.10 per hour earned for each employee in his/her employ. Effective May 1, 2022, the Employer shall contribute \$0.36 per hour earned for each employee in his/her employ.

The Parties agree the SUB Plan shall be established, managed, operated and administered solely by the Trustees of the SUB Plan and that that nothing herein shall be construed to make the Employer, or any individual contractor bound to the Collective Agreement, an insurer or provider of 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 of 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.

ARTICLE 6 – IUOE LOCAL 793 TRAINING FUND

6.1 The Employer shall contribute sixty cents (\$0.60) per hour for each hour earned by each Operating Engineer in his employ, to be submitted with the Pension and Benefit Plan payments herein provided. Such contributions shall be immediately paid by the administrator to the I.U.O.E. Local 793 Trades Training Fund.

Effective May 1st, 2021, this amount shall increase to sixty-five cents (\$0.65) per hour for each hour earned.

ARTICLE 5 – IUOE LOCAL 793 TRAINING FUND - cont'd

Effective May 1st, 2022, this amount shall increase to seventy cents (\$0.70) per hour for each hour earned.

Effective May 1st, 2023, this amount shall increase to seventy-five cents (\$0.75) per hour for each hour earned.

- 6.2** Each Employer shall contribute Five Cents (\$0.05) per hour to the National Training Fund for each hour earned by each employee in his 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.

6.3 Heavy Equipment Apprentices

The Employer, Union and Apprentice shall be bound by the provisions of the Heavy Equipment Apprenticeship Program or any revisions thereto.

The ratio of apprentices shall be one for the first seven (7) Journeyman Operating Engineers employed by the Employer. The second apprentice shall be employed when twenty (20) Journeyman Operating Engineers are employed. For each additional ten (10) Journeymen Operating Engineers employed, an additional apprentice shall be employed.

6.4 Recall of Apprentices

Apprentices laid off due to a lack of work may be recalled by their respective Employer, through the Union District Office, at any time during any one year period provided the Apprentice was employed by the Employer for more than ninety (90) working days and is available for work.

6.5 Terms and Wages

The apprentice will be paid fifty percent (50%) of **Article 2.2(a)** for seven hundred fifty (750) hours worked. Then they will be paid sixty percent (60%) of **Article 2.2(a)** for an additional seven hundred fifty (750) hours worked. Then they will be paid seventy-five percent (75%) of **Article 2.2(a)** for an additional seven hundred fifty (750) hours worked. These hours will accumulate for all Employers that the apprentice has worked for until completion of the apprenticeship at which time the apprentice will become a Journeyman and be paid the appropriate rate of pay. All other conditions of the Agreement shall apply to the apprentice including pension, benefits, training fund, etc.

- 6.6** It is understood and agreed that no employee will receive a reduction in wages or other benefits because of the introduction of this Apprenticeship Program.

- 6.7** All cranes 100 ton and up (manufacturers rating) will be manned by a licensed Crane Operator and a Craning Apprentice. All conditions of the Provincial Collective Agreement regarding Craning Apprentices will apply. This clause will only apply to bridge, tunnel and dam projects.

ARTICLE 7 – OWNER-OPERATORS

- 7.1 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, 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 twenty-four (24) hours, replace such Owner-Operator.

ARTICLE 8 – CONTRACTORS FUND


- 8.1 Each Employer bound by this Agreement shall contribute six cents (\$0.06) per hour for each hour paid, covered by this Agreement, to the Sarnia Heavy Construction Association Contractors Fund established by the signatory Contractors and such contributions will be based on the hours reported for welfare and pension contributions. Such remittance shall be directed to: Sarnia Heavy Construction Association, P.O. Box 502, Sarnia, Ontario, N7T 7J4.

IN WITNESS HEREOF, we the undersigned parties, hereby attach our hands and seals to this Agreement:

SIGNED THIS 26 DAY OF February, 2021

FOR THE EMPLOYER:

FOR INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 793:


Signature


Mike Gallagher, Business Manager

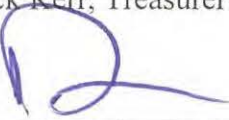
ROBERT VAN HOORN
Please Print Name and Title
(Note: please complete date line above)


Joe Redshaw, President

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Rick Kerr, Treasurer

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Dave Turple, Vice-President

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Telephone and Fax Number(s)


Brian Alexander, Recording-Corresponding
Secretary

Email Address


Recommended by: Mike Barons
Business Representative