

## AGREEMENT

BETWEEN: **Brennan Paving Ltd. (Heavy Civil)**  
198 Welland Street, P. O. Box 69  
Port Colborne ON L3K 5V7  
(905) 835-8413 (905) 834-3811 - Fax

hereinafter called the "Employer"

- and -

**International Union of Operating Engineers, Local 793**

hereinafter called the "Union"

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 and equipment rental 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 agrees to recognize the Union as the exclusive Collective Bargaining Agent for all employees of the Employer in the Regional municipality of Niagara and that portion of the Regional Municipality of Niagara and that portion of the Regional Municipality of Haldimand-Norfolk coming within the former County of Haldimand, excluding the industrial, commercial and institutional sector, engaged in the operation of cranes, shovels, bulldozers and similar equipment and those primarily engaged in the repairing and maintaining of same, save and except non-working foremen and persons above the rank of non-working foremen, engineering and survey staff, clerical employees, office staff, full time shop employees and security guards and those persons excluded by the Act.
- 1.02 All references in this agreement to the male gender shall be interpreted so as to include the female gender.

### ARTICLE 2 - UNION SECURITY

- 2.01 The Employer agrees that all present employees, covered by this Agreement, shall as a condition of employment after fifteen days from the signing of this Agreement, become and remain members, in good standing of the Union.
- 2.02 All employees hired on or after the signing of this Agreement shall as a condition of employment, become and remain Union members within fifteen (15) calendar days of the date of employment.

## Article 2 – continued

- 2.03 All employees in the employ of the Employer shall, when working in a position within the bargaining unit described in Article 1 hereof, be required as a condition of employment, to sign an authorization for dues check-off and assessments, and any such authorization shall be in duplicate and shall be signed by the employee concerned and duly witnessed.

The Employer agrees to recognize such check-off authorization and to deduct whatever sum may be authorized for Union dues and assessments from the first pay due each calendar month and to remit same not later than the fifteenth (15) day of the same month to the Financial Secretary of the Union.

The Employer shall, when remitting such dues and assessments, name the employees from whose pay such deductions have been made and their Social Insurance Numbers, also the names of any employees who have left the employ of the Employer since the last payment, and the names of employees who have been hired by the Employer, together with their addresses and the jobs on which they are working.

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. Such deductions & supporting information as required under Article 11 shall be forwarded on a Reporting Form designated by the Health and Pension Plan Trustees. Such deductions shall be immediately paid to the Union by the administrator of the plans.

- 2.04 The Employer agrees that whenever he requires personnel to perform work covered by this Agreement, he shall first call the area Union Office for his requirements. It is further agreed that the Employer may recall employees who have worked for the Company and may have been laid off within the previous twelve month period and must inform the Union of such re-hiring.

The Employer shall be entitled to name hire four (4) operators each calendar year from the Union's out of work list after the Employer has recalled former regular employees through the area Union Office.

- 2.05 If the Union cannot supply personnel to perform work within two (2) working days, excluding Saturday, Sundays and Holidays, the Employer may hire from any source available to him.
- 2.06 The Employer agrees to notify the Union within five (5) working days of the employees hired as per Article 2.05 above.
- 2.07 The Union and the Employer agree that at the discretion of the Union and the Employer, there may be a training period for new operators not to exceed forty-five (45) days of work and during such time period, trainees may be paid Two Dollars (\$2.00) per hour less than the rates specified in this Agreement.
- 2.08 For all Non-MTO work with a value of \$6,000.00 or less, the following shall apply: The Employer agrees to give preference to those sub-contractors who are in contractual relations with the Union for work covered by this Agreement provided such contractors are available, capable and prepared to bid competitively at the time of tendering.

Article 2 – continued

For all MTO work with a value of more than \$4,000,000 the following clause shall apply: The Employer agrees to engage sub-contractors who are in contractual relations with the Union for work covered by this Agreement provided such contractors are available, capable and bid competitively at the time of tendering.

2.09 The Employer agrees to give preference to those sub-contractors who are in contractual relations with Local 793 for work covered by this Agreement, provided such sub-contractors are available, capable and prepared to bid competitively at the time of tendering.

2.10 The Employer and the Union shall hold a pre-job meeting prior to the start of any project at the request of either party.

2.11 **ADVANCEMENT DUES CHECK-OFF**

Effective May 1, 2017 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.

2.12 **LAY-OFF PROCEDURE**

In the event of lay-off of employees covered by this Agreement, the Employer shall abide by the following procedure:

- a) First laid-off shall be applicants for membership in the Union;
- b) Second laid-off shall be members of the Union from out-of-province working on permits or travel cards;
- c) Third laid-off shall be members of the Union who are in receipt of a retirement pension from the I.U.O.E., Local 793 Pension Plan;
- d) Last laid-off shall be all other members of the Union.

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

## Article 3 - continued

- 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 and to notify in writing seventy-two (72) hours prior to any changes affecting all employees of said rules or changes to said rules. It is agreed that these functions shall not be exercised in a manner inconsistent 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 rising 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, Saturday, Sunday and Statutory 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 may not be re-opened.
- 4.06 The Employer shall designate and name the official to whom a written grievance is submitted at Step #2.
- 4.07 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.

Article 4 - continued

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 Two 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 determination.

STEP 2 - Should no satisfactory settlement be reached within five (5) full working days after the meeting, the grievance may be submitted to arbitration.

- b) 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) 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 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) 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) 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 a Board of Arbitration or other final determination within twenty (20) working days after completion of Step Two of Article 4.07.
- 5.02 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.
- 5.03 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.
- 5.04 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.

Article 5 - continued

- 5.05 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.
- 5.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions, for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 5.07 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman.

**ARTICLE 6 - UNION REPRESENTATION**

- 6.01 The Employer shall not refuse permission to any representative of the Union upon request to enter the Employer's premises or job site in the administration of this Agreement provided that it does not interfere with the work.
- 6.02 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 they have been informed in writing of the names of all stewards as they were appointed.
- a) The steward shall be one of the last two (2) employees covered under the terms of this Agreement to remain working providing he is competent and capable of doing the remaining work. If in the event the Union Steward is laid off he shall be one of the first two (2) called back, provided he is competent and capable of doing the work.
- b) No discrimination shall be shown against any steward for carrying out his duties.
- 6.03 Whenever 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.
- 6.04 In the event a meeting is held at which discipline will be administered, the employee may request the presence of a steward or business representative.

**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.
- 7.02 The words "Strike" and "Lockout" in this Agreement shall mean "Strike" and "Lockout" as defined in the Ontario Labour Relations Act.

## Article 7 – continued

- 7.03 The Union agrees it will not condone a work stoppage or observe any picket line placed on a job site 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.

**ARTICLE 8 - SAFETY, SANITATION AND SHELTER**

- 8.01 In co-operation with the Employer's overall program of accident control and prevention, the job steward, certified safety representative or an employee shall report to the foreman for Immediate Investigation any alleged unsafe conditions, unsafe acts or violations for corrections if required. Notwithstanding the above clause, the operator will not be required to operate unsafe equipment.
- 8.02 Employees shall be provided with adequate protection from falling material and other hazards on the job, in accordance with the appropriate Safety Acts. Adequately heated enclosures or cabs for operators operating equipment shall be provided where reasonably required.
- 8.03 Every employee shall, as a condition of employment, be required to wear an approved safety helmet and the Employer agrees that such helmets may be purchased from him at cost. When the Employer makes mandatory the wearing of a specific helmet it will be released on a charge-out basis.
- 8.04 Every employee shall wear suitable protective footwear. Other personal protective equipment required under abnormal conditions or during inclement weather will be supplied by the Employer. The Union recognizes the right of the Employer to economically supervise the distribution of clothing provided and will co-operate with the Employer to prevent wasteful practices.
- 8.05 The Employer, the employees and the Union agree to abide by the provisions of the appropriate safety act.
- 8.06 The Employer agrees to supply cold drinking water and proper sanitary facilities for both men and women where necessary, which shall be maintained in a clean and sanitary condition by the employees and the Employer and if the Employer fails to meet these provisions, employees will not be reprimanded in any way for leaving the job site in search of these facilities provided the supervisor is notified prior to leaving the job site.
- 8.07 Suitable and adequately heated shelter for operators 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.
- 8.08 Head sets for hearing and eye protectors, when necessary shall be provided by the Employer to comply with the appropriate safety code or act.

**ARTICLE 9 – PRODUCTIVITY & QUALITY**

- 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.
- 9.02 The Union and the Employer recognize the importance of performing quality work and both undertake to continually improve the quality of work performed.

**ARTICLE 10 - PAYMENT OF WAGES**

- 10.01 Wages shall be paid weekly no later than Friday by cash or cheque or direct deposit at the option of the Employer, during working hours and shall be accompanied by a statement outlining hours of work, overtime hours; deductions for income tax, unemployment insurance, pensions, etc., where applicable. In the event that direct deposit is not available, cheques are to be ready by 5:00 p.m. each Thursday for disbursement.
- 10.02 When an employee is permanently laid off, he shall receive his pay in full and shall be given his Record of Employment Certificate, and Vacation Pay on the next regular pay day. If the employee has not received his pay in full, Record of Employment Certificate and Vacation Pay as specified above, the Employer will pay the employee ten (10) hours pay at the regular hourly rate for each additional regular working day the Employee is required to wait for his pay and records. It is understood that if the Employer mails the employee his pay, Record of Employment Certificate and Vacation Pay (on the next regular pay day) by registered mail to his last known address, then the Employer is not obligated to pay waiting time.
- 10.03 When an employee quits, he will receive his pay, Record of Employment Certificate, and Vacation Pay, on the next regular pay day.

**ARTICLE 11 - BENEFIT CONTRIBUTIONS**

- 11.01 Effective May 1, 2017 Employers shall contribute in total:

Thirteen Dollars & Three cents (\$13.03) per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan) and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in his employ.

Effective May 1, 2018, the total Employer contributions of \$13.03 per hour shall increase to \$13.33 per hour earned.

Effective May 1, 2019, the total Employer contributions of \$13.33 per hour shall increase to \$13.63 per hour earned.



## Article 11 – continued

- 11.02 These monies shall be remitted in accordance with this Agreement to the Welfare Trust Fund and Pension Trust Fund which Funds shall be administered by an equal number of Trustees appointed by the Employer and an equal number of Trustees appointed by the Union.
- 11.03 All contributions shall be submitted by the 15<sup>th</sup> of the following month in which the hours have been worked and at no time shall the contributions be paid directly to the employee. If payment is over thirty (30) days late, interest at one percent (1%) per month shall be paid from the due date and in addition, the delinquent Employer may be required by the Trustees of the funds to deposit with the Trustees a Two Thousand, Five Hundred Dollar (\$2,500.00) cash bond.
- 11.04 Effective May 1, 2001 the Employer agrees to contribute the sum of thirty cents (.30) per hour for each hour earned by each employee covered by this Agreement, to the International Union of Operating Engineers, Local 793 Training Fund.

**ARTICLE 12 - GENERAL**

- 12.01 The Union will co-operate with the Employer to prevent wasteful practices.
- 12.02 The Employer will not discriminate against any employee for refusing to work overtime.
- 12.03 A bulletin board will be provided by the Employer for the use of the Union to post notices etc. but all such notices shall have the prior approval of the Employer.
- 12.04 Rates for new types of equipment under the jurisdiction of the International Union of Operating Engineers, not appearing in the wage schedule, shall be classified and agreed on by the Union and the Employer within seven (7) days of being placed in operation.
- 12.05 Operators required to operate equipment in two-rate classifications during the same shift shall be paid the higher classification rate for that shift.
- 12.06 It is agreed that all employees of the Employer will be permitted a rest break in each half of their respective shifts. There will be a ten (10) minute rest period before overtime commences.
- 12.07 Employees shall be allowed a minimum of one-half (1/2) hour unpaid lunch break between 11:30 a.m. and 1:30 p.m. and except for unusual circumstances no employee shall be required to work more than five (5) consecutive hours without a lunch break. When an employee is required to work through his lunch the Employer shall pay one-half (1/2) hour overtime during that lunch, provided the employee has worked his entire ten (10) hour shift.
- 12.08 It is agreed that no employee covered by this Agreement shall receive a reduction in his rate of wages through the introduction of these articles.

Article 12 – continued

- 12.09 The Employer agrees to provide a reasonable hot meal or a cash payment of Fifteen Dollars (\$15.00) after three (3) hours of overtime, and a rest period after two (2) hours of overtime.
- a) Employees with two (2) or more years of service from date of hire will be paid a Safety Boot Allowance of Two Hundred & Twenty-five Dollars (\$225.00) each year. The Company also agrees to a One Hundred & Fifty Dollar (\$150.00) reimbursement, once every two (2) years for prescription safety glasses. Reimbursement will be paid upon submitting a receipt from a licensed practitioner that verifies the purchase.
- 12.10 The Company will deduct and remit to I.U.O.E. Local 793, the employee's Defence Assessment (D/A) the first week in August of each year.

**ARTICLE 13 - MANNING OF EQUIPMENT**

- 13.01 All crawler type cranes with a manufacturers rating capacity of seventy-five (75) tons and over shall be manned by one (1) operator and one (1) apprentice or oiler.

**ARTICLE 14 - HOURS OF WORK AND OVERTIME**

- 14.01 The Employer shall apply the wage rates and conditions of the appropriate local agreement for the class and character of work being performed on all work on E.P.S.C.A. Projects, Excavations, Road, Sewer & Watermain, Pipeline, Maintenance and Building Construction Projects and Heavy Engineering Sector.
- 14.02 The normal work week shall consist of fifty (50) hours per week, ten (10) hours per day Monday to Friday inclusive between the hours of 7:00 a.m. and 6:00 p.m. and be paid for at the regular rate of pay.
- 14.03 All hours worked other than those in 14.02 above shall be paid at the rate of time and one-half (1-1/2) times the regular rate of pay.
- 14.04 All hours worked on Sunday and Statutory Holidays shall be paid at the rate of double (2) the regular rate of pay.
- 14.05 The standard work week for Shift Work shall be comprised of five (5) ten hour days, or fifty (50) hours per week. If less than two (2) consecutive shifts, they shall be classed as overtime as per 14.03 above. Employees must have had at least eight (8) hours off before commencement of shift otherwise 14.03 above shall apply. Starting and quitting times may be adjusted by mutual agreement between the Employer and the Union, as per job requirements. The shift premium will be Two Dollars (\$2.00) per hour.

## **ARTICLE 15 – VACATION PAY AND STATUTORY HOLIDAY PAY**

15.01 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.

## **ARTICLE 16 - STATUTORY HOLIDAYS**

16.01 The following Statutory Holidays shall be observed:-

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

and any additional holiday when proclaimed 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, Monday and/or Tuesday following unless changed by mutual agreement between the Employer and the Union.

## **ARTICLE 17 - BEREAVEMENT LEAVE**

17.01 Employees shall be granted a maximum of four (4) days' leave of absence to arrange for and attend the funeral of the employee's father, mother, spouse, child, brother, sister, father-in-law and mother-in-law and a maximum of one day's leave of absence to attend the funeral of the employee's sister-in-law or brother-in-law. The fourth (4th) day to be paid by the Employer based on an eight (8) hour regular day.

## **ARTICLE 18 - REPORTING ALLOWANCE**

18.01 An employee who reports for work at the regular starting time unless 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 to do so by his supervisor.

18.02 An employee who starts his regular work shift at the job site, and who has worked more than two (2) hours will receive four (4) hours' pay if the job is shut down by the Employer before he has had an opportunity to work for four (4) hours provided he remains at the job if requested to do so by his supervisor.

**ARTICLE 19 - TRAVEL TIME**

19.01 Travel time will be paid when an employee is travelling to a job site in areas other than the Regional Municipality of Niagara as follows: -

Up to 80 km.	-	1 hour
80 to 100 km.	-	1-1/4 hours
100 to 120 km.	-	1-1/2 hours
120 to 140 km.	-	1-3/4 hours

Employees requested by the Employer to use their car in place of normal transportation supplied by the Employer beyond the limits of Board Area 5, will be paid travel at the rate of fifty (.50) cents per kilometre to the job site and return. Employee must invoice the Employer on standard statement form stating kilometres travelled, trip, dates and name of Employer personnel authorizing the use of employee owned vehicle. Invoices to be submitted to the Employer on a trip basis or once a week and no later than seven (7) days after service rendered.

**ARTICLE 20 - OUT-OF-TOWN ALLOWANCE**

20.01 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 a suitable room and meal allowance of Fifty Dollars (\$50.00) per day.

**ARTICLE 21 - CLASSIFICATIONS AND WAGE RATES**

21.01 Attached hereto as Schedule "A" to this Agreement is a schedule of Classifications and Wage Rates covering work performed in the Regional Municipality of Niagara (except the City of Nanticoke) which is hereby made a part of this Agreement.

**ARTICLE 22 - DURATION OF AGREEMENT**

22.01 This Agreement shall be effective May 1, 2017 and shall continue in effect until April 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.

Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act, have been completed whichever date should first occur.

**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 5<sup>th</sup> DAY OF March 2018.  
~~2017.~~

SIGNED ON BEHALF OF:

**Brennan Paving Ltd.**

  
\_\_\_\_\_  
Signature

R. TAMBURAO  
\_\_\_\_\_  
Please Print Name & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

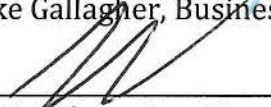
\_\_\_\_\_  
Telephone & Fax Number(s)

\_\_\_\_\_  
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"**

The Minimum basic wage rates for employees performing work covered by this Agreement shall be in accordance with the following schedule of work classifications and wage rates.

These work classifications are defined to establish wage rates for personnel covered by this Agreement when working in these classifications and all similar equipment working on land and water in the Regional Municipality of Niagara (except the City of Nanticoke).

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.

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

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
May 1, 2017	\$30.61	\$3.06	\$5.00	\$8.03	\$46.70
May 1, 2018	\$31.15	\$3.12	\$5.10	\$8.23	\$47.60
May 1, 2019	\$31.70	\$3.17	\$5.20	\$8.43	\$48.50

1(b) Engineers operating crawler cranes, mobile cranes, piledrivers, caisson boring machines, working foreman.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
May 1, 2017	\$29.71	\$2.97	\$5.00	\$8.03	\$45.71
May 1, 2018	\$30.25	\$3.03	\$5.10	\$8.23	\$46.61
May 1, 2019	\$30.80	\$3.08	\$5.20	\$8.43	\$47.51

2) Engineers operating crawler backhoes, gradalls, boomtrucks & all Pitman type cranes, graders, shuttle buggy, mechanics and welders, asphalt plant operator, self-propelled hydraulic drills, snooper truck & fine grade dozer.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
May 1, 2017	\$28.71	\$2.87	\$5.00	\$8.03	\$44.61
May 1, 2018	\$29.25	\$2.93	\$5.10	\$8.23	\$45.51
May 1, 2019	\$29.80	\$2.98	\$5.20	\$8.43	\$46.41

## 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, asphalt planers, dozer 815 type, directional boring machine and asphalt spreader.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total
May 1, 2017	\$28.41	\$2.84	\$5.00	\$8.03	\$44.28
May 1, 2018	\$28.95	\$2.90	\$5.10	\$8.23	\$45.18
May 1, 2019	\$29.50	\$2.95	\$5.20	\$8.43	\$46.08

- 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
May 1, 2017	\$26.95	\$2.69	\$5.00	\$8.03	\$42.67
May 1, 2018	\$27.49	\$2.75	\$5.10	\$8.23	\$43.57
May 1, 2019	\$28.04	\$2.80	\$5.20	\$8.43	\$44.47

- 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
May 1, 2017	\$24.93	\$2.49	\$5.00	\$8.03	\$40.45
May 1, 2018	\$25.47	\$2.55	\$5.10	\$8.23	\$41.35
May 1, 2019	\$26.02	\$2.60	\$5.20	\$8.43	\$42.25

**LETTER OF UNDERSTANDING**

BETWEEN:

**BRENNAN PAVING LTD.**

- and -

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

- 1) Brennan Paving Ltd. and the Union agree that all work performed on the St. Lawrence Seaway Authority (Welland Canal) shall be done under the Heavy Engineering Sector as per Schedule "H" of the Provincial Collective Agreement. All excavation work shall be done as defined in Article 5 of the above mentioned Schedule.

It is further agreed that on minor projects consideration may be given where non-union contractors are the only bidders.

- 2) The Travel Allowances referred to in Schedule "H" shall only be paid to those employees who maintain a permanent residence outside of Board Area 5 as described in Article 1 of this Agreement.

- 3) Brennan Paving Ltd. and the Union agree the Employer shall apply the wage rates and conditions in accordance with the Hand Association of Sewer, Watermain and Road Builders' Collective Agreement, for work performed in Board Area 26 as described by the Ontario Labour Relations Board.

- 4) The following provisions shall apply on Ministry of Transportation Structures Work. Employees engaged in the operation of Crawler Cranes shall receive the applicable wage rates and other monetary benefits as set out in the Master Portion and Schedule "H" of the Operating Engineers Employer Bargaining Agency Agreement and the hours of work set out in 5.3 of Schedule "H" shall apply.

- 5) The Union and the Employer agree that for Road Construction, Paving and related work in Board Area 5, the Employer shall apply the wage rates and benefit contributions in accordance with the Brennan Paving Ltd. Agreement in Board Area 5, Appendix "A", Articles A1, A2 & A3 in their entirety.

- 6) Notwithstanding the duration of the Agreement, this Letter of Understanding will remain in full force for a period of five (5) years from the date of signing, provided that the parties may change any of the terms herein at any time by mutual agreement in writing.

DATED THIS 5<sup>th</sup> DAY OF March 2018.  
2017.

**Brennan Paving Ltd.**

**International Union of Operating Engineers,  
Local 793**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Steve Homewood, Business Representative

R. TAMBURRI  
\_\_\_\_\_  
Please Print



## LETTER OF UNDERSTANDING

**BETWEEN:**

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

AND

**BRENNAN PAVING LTD.**  
 (“the Employer”)

**The above parties agree on the following with respect to earthmoving Trainees:**

A new Trainee entering the industry who has taken pre-employment training at the Training Institute will work for his first 1,000 hours at 65% of the current base rate for the machine which he is operating.

When a Trainee has completed his first 1,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Trainee will be employed for the next 1,000 hours at 75% of the current base rate for his classification.

When a Trainee has completed 2,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Trainee will be employed for the next 1,000 hours at 85% of the current base rate for his classification.

After completion of 3,000 hours of on-the-job training and all related training as from time to time specified by the Training Fund the Trainee will then fit into the workforce at the rate of pay provided for in the Collective Agreement.

The Employer shall request Trainees through the Union District Offices, who in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Trainees shall be done from the appropriate Union District Office under the direction of the Training Fund.

### **RATIO OF APPRENTICES AND TRAINEES**

The ratio of Apprentices and Trainees employed by the Employer may be a maximum of one (1) Apprentice or Trainee to each seven (7) Journeymen Operating Engineers in his employ.

### **RECALL OF APPRENTICES AND TRAINEES**

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

Letter of Understanding - continued

**LOG BOOKS**

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

**EXPIRY**

This Letter of Understanding shall expire on April 30, 2020 and shall be subject to renewal with or without modification upon agreement of the parties. It is understood and agreed that no employee will receive a reduction in wages or other benefits because of the introduction of this Training Program.

Dated on this 5<sup>th</sup> day of March, 2018.  
2017.

**SIGNED ON BEHALF OF:**

**SIGNED ON BEHALF OF:**

**Brennan Paving Ltd.**

**International Union of Operating Engineers,  
Local 793**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Steve Homewood,  
Business Representative

**R. Tamburro, Vice President**

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Please Print

**APPENDIX "A"**

**ARTICLE 11** requires that the Employer shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan as follows:

**Effective May 1, 2017:**

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan dollar bank; Five Dollars (\$5.00) to the Health Plan and Eight Dollars and Three cents (8.03) to the Pension Plan;
- (ii) for employees with more than \$6,750.00 in their Health Plan dollar bank; Thirteen Dollars and Three cents (\$13.03) to the Pension Plan; and
- (iii) Nil (\$0) to the Health Plan.

**Effective May 1, 2018:**

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan dollar bank; Five Dollars and Ten cents (\$5.10) to the Health Plan and Eight Dollars and Twenty-three cents (\$8.23) to the Pension Plan;
- (ii) for employees with more than \$6,750.00 in their Health Plan dollar bank; Thirteen Dollars & Thirty-three cents (\$13.33) to the Pension Plan; and
- (iii) Nil (\$0) to the Health Plan.

**Effective May 1, 2019:**

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan dollar bank; Five Dollars & Twenty cents (\$5.20) to the Health Plan and Eight Dollars and Forty-three cents (\$8.43) to the Pension Plan;
- (ii) for employees with more than \$6,750.00 in their Health Plan dollar bank; Thirteen Dollars & Sixty-three cents (\$13.63) to the Pension Plan; and
- (iii) Nil (\$0) to the Health Plan.

**Effective on and after January 1, 2010, the amount of \$6,750.00 in a Member's Health Plan dollar bank noted in (i) and (ii) above shall be re-determined from time to time as determined by a duly constituted motion passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the administrator.**