

# ALFIDOME CONSTRUCTION LIMITED AGREEMENT



January 1, 2021 to December 31, 2023

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**COLLECTIVE AGREEMENT**

**BETWEEN:**           **Alfidome Construction Limited**  
1701 Thorold Townline Road, RR #2  
Niagara Falls ON L2E 6S5  
(905) 371-1701 – tel. (905) 371-1744 – 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 of its Alfidome Construction Limited employees within the Province of Ontario and the classifications contained in the schedule of wage rates hereinafter set out, save and except foremen, clerical employees, office staff, full time shop employees and security guards.

**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 twenty (20) working days of the date of employment.
- 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 following month to the Financial Secretary of the Union.

## Article 2 – continued

The Employer shall, when remitting such dues and assessments, name the employees from whose pay such deductions have been made and their employee number, 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.

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 and 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 may first call the area Union office for his requirements. The Employer agrees to notify the Union of all new hires.

The Employer shall be entitled to name hire ten (10) operators each calendar year from the Union's out of work list. Also, the Employer will be entitled to recall any person who has been employed by the Employer during the previous twelve (12) month period.

- 2.05 If the Union cannot supply personnel to perform work within twenty-four (24) hours, 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 thirty (30) days of work and during such time period, trainees may be paid one (\$1) dollar per hour less than the rates specified in this Agreement.
- 2.08 The Employer agrees, where possible, to solicit competitive bids from those sub-contractors and equipment rentals (except equipment dealers) who are in contractual relations with the Union to perform work set out in the classifications of this Agreement or as otherwise agreed to by the parties.
- 2.09 **ADVANCEMENT DUES CHECK-OFF**

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.

Article 2 – continued

2.10 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 based on skills, abilities and competencies.

**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.
- 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 Arbitrator.

## Article 4 – continued

- 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 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 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 day after the meeting, the grievance may be submitted to arbitration.

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

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

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

- b) No decision or settlement involving any grievance which has been dealt with at STEP ONE above, other than grievances which have been properly referred to final and binding determination, shall be used by any party as a precedent in future cases and shall be treated as only applicable to the grievance in question.
- 4.08 Notwithstanding the above, a grievance concerning wages and fringe benefits may be presented within thirty (30) 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

Article 4 – continued

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 determination by a single Arbitrator mutually agreed on by the parties or to the Ontario Labour Relations Board for final determination within twenty (20) working days after completion of STEP TWO of Article 4.07.
- 5.02 The selection of a single arbitrator shall be made within ten (10) days of the notification of desire for private arbitration submitted to either party in accordance with this procedure. In the event the parties have not agreed on an arbitrator within this period of ten (10) days or any mutually agreed to extended period, either party may submit the matter to the Minister of Labour for the appointment of an arbitrator in accordance with Section 48(4) of the *Ontario Labour Relations Act*.
- 5.03 The party who made the request for arbitration shall notify the arbitrator of their appointment within ten (10) days following such appointment.
- 5.04 In the event of any inability of the appointed arbitrator to hear the grievance, the parties shall submit the matter to another mutually agreed on arbitrator. Should the parties be unable to agree on the selection of a new arbitrator within a reasonable period of time after becoming aware of the inability of the first arbitrator to serve, the matter may be referred by either party to the Minister of Labour in the same manner as that outlined in Article 8.02, who shall appoint an arbitrator.
- 5.05 The Arbitrator shall not have the power to alter, change or ignore any of the provisions of this Agreement nor to render any decisions inconsistent with the terms and provisions of this Agreement.
- 5.06 The decision of the Ontario Labour Relations Board or a private Arbitrator constituted in the above manner shall be binding on the parties to this Agreement.
- 5.07 The Ontario Labour Relations Board or an Arbitrator 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.
- 5.08 Each of the parties to this Agreement will bear the 50% of the fees and costs of Arbitration before a private arbitrator.

**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 and provided he advises the site supervisor in advance.

## Article 6 – continued

- 6.02 The Employer agrees to recognize no more than two (2) 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 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 three 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.
- 6.05 Stewards and Negotiating Committee members will not absent themselves from their regular duties without the Employer's permission, and such permission shall not be unreasonably withheld. The employer will compensate such employees for the time spent in attending negotiations and grievance meetings with the Employer at their regular rate of pay and this does not apply to time spent on such matters outside of regular working hours.

Should the Company believe that the Steward's activities are affecting the quantity or quality of either the Steward's work or the work of the other employees, the Company shall contact the Business Agent of the Local Union.

**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.
- 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 will not be considered a violation of this Agreement if an employee covered hereby declines to cross a picket line which has been established in furtherance of a lawful strike against the Company's customer. Interpretation of the term "lawful strike" shall be by reference to the Ontario Labour Relations Act. Notwithstanding the foregoing where the picketing Union consents, the employee shall cross the picket line and perform his duties. The Employer agrees to consult the Union to determine the reasonableness of crossing a picket line.



## **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 Every employee shall, as a condition of employment, be required to wear approved safety helmet, approved safety boots and other personal protective equipment that may be designated by the Employer and required in specific work areas.

Safety Helmets and other personal protective equipment other than footwear will be supplied by the Employer at no cost or deposit to the Employee on the condition that the articles are returned on termination of employment. Articles not returned, lost, damaged or destroyed (excepting normal wear and tear) will be charged to the Employee and such charges will be deducted from the Employee's pay. The Employee shall be made aware of any deductions prior to said happening.

Personal protective equipment included, where required, are hearing & eye protectors safety belts and fall arrest systems, safety vests and rain gear. Also included are any articles required to comply with applicable safety codes and acts.

- 8.03 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.
- 8.04 The Employer, the employees and the Union agree to abide by the provisions of the appropriate safety act company health and safety, personnel and environmental performance policies and procedures.
- 8.05 The Employer agrees to supply the necessary 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.
- 8.06 The Company will provide safety boot vouchers to employees upon successfully completing six (6) months of continuous employment or upon recall, which ever comes last, will be entitled to one pair of safety boots per contract year to a maximum value of two hundred and twenty-five dollars (\$225.00).

## **ARTICLE 9 - PRODUCTIVITY**

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

## **ARTICLE 10 - PAYMENT OF WAGES**

- 10.01 Wages shall be paid weekly no later than Thursday, or on a short week Friday, by direct deposit or cheque at the option of the Employer, during working hours and shall be accompanied by a statement outlining hours of work, rate of pay, overtime hours, vacation pay, deductions for income tax, employment insurance, pensions, etc., where applicable.
- 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 after receipt of final approved time sheet.
- 10.03 When an employee quits or is terminated, he will receive his pay, Record of Employment Certificate and Vacation Pay on the next regular pay day.
- 10.04 Direct deposit for all employees shall be deposited in the employees' account by Friday noon.

## **ARTICLE 11 - HEALTH & PENSION PLAN CONTRIBUTIONS**

- 11.01 Effective January 1, 2021, the Employer agrees to contribute in total: \$11.20 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 January 1, 2022, the total Employer contributions of \$11.20 per hour shall increase to \$11.40 per hour earned  
 Effective January 1, 2023, the total Employer contributions of \$11.40 per hour shall increase to \$11.60 per hour earned
- 11.02 The pension monies shall be remitted in accordance with this Agreement to the 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.
- 11.04 Effective January 1, 2021 the Employer agrees to contribute the sum of fifteen cents (\$0.15) per hour for each hour earned by each employee covered by this Agreement to the International Union of Operating Engineers, Local 793 Training Fund.

## **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 as long as the employee provides a reasonable explanation.
- 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 fifteen (15) days of being placed in operation.

## Article 12 – continued

- 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 of ten (10) minutes in each half of their respective shifts. There will be a ten (10) minute rest period before overtime commences.
- 12.07 Employees shall be entitled to an unpaid lunch break of one-half (1/2) hour to be taken at a reasonable time, approximately mid way through the shift.
- 12.08 The Employer agrees to provide a reasonable meal or, if not practical, \$10.00 (ten dollars) after working three (3) hours of overtime., and a rest period after two (2) hours of overtime.
- 12.09 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 13 - HOURS OF WORK AND OVERTIME**

- 13.01 The following Article is intended to define the normal hours for the purpose of calculating overtime only, and shall not be construed as guarantee of hours per day or per week, or of the days of work per week.
- 13.02 The Employer shall apply the wage rates, vacation pay and pension plan rates of the appropriate local agreement for the class and character of work being performed on all work covered by the H.A.N.D agreement and on all E.P.S.C.A. Projects, Excavation, Road, Sewer & Watermain, Pipeline, Maintenance and Building Construction projects and Heavy Engineering Sector.
- 13.03 The normal work week shall consist of fifty (50) hours per week, ten (10) hours per day Monday to Friday, and be paid for at the regular rate of pay.
- 13.04 All hours worked other than those in 13.03 above shall be paid at the rate of time and one-half (1-1/2) times the regular rate of pay excluding travel time.
- 13.05 All hours worked on Sunday and Statutory Holidays shall be paid at the rate of double (2) the regular rate of pay.
- 13.06 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 13.04 above. Employees must have had at least eight (8) hours off before commencement of shift otherwise 13.04 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 one (1) hour per day times the straight time hourly rate and the pay stub to reflect such shift premium.
- 13.07 It is understood and agreed that the overtime pay in 13.03 and 13.04 above does not apply for the hours worked during snow removal. Double time will be paid for statutory holidays when doing snow removal.

Article 13 – continued

- 13.08 Where an employee switches to a non-day shift (for emergencies or night water tie-ins), and as a result loses a shift, the Employer will pay an additional five (5) hours pay.
- 13.09 When the employee is scheduled to work short shifts on nights, the Employer will guarantee eight (8) hours when the entire shift is worked between 7:00pm and 7:00am.

**ARTICLE 14 - VACATION PAY AND STATUTORY HOLIDAY PAY**

- 14.01 Vacation and Statutory Holiday Pay shall be paid 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. The Company agrees to deduct from each pay the net vacation pay earned each week and hold it for lump sum payment on June 30 and November 30 each year.

In the event of an emergency, the Company is willing to entertain requests for off cycle vacation pay payments with at least one (1) week's notice.

- 14.02 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 15 - STATUTORY HOLIDAYS**

The following Statutory Holidays shall be observed:

New Year's Day	Family Day	Good Friday	Victoria Day	Canada Day
Civic Day	Labour Day	Thanksgiving Day	Christmas 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 an alternate date as designated by the Employer.

If an employee has to work on the observed Statutory Holiday he will be granted an alternate unpaid day to take at a time mutually agreed upon by the Employee and the Employer.

**ARTICLE 16 - REPORTING ALLOWANCE**

- 16.01 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.
- 16.02 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 16 – continued

- 16.03 In the event that there is a short day or week due to circumstances beyond the operators control and excluding inclement weather the Company will endeavour to find work for operators where possible.
- 16.04 The Company will endeavour during the term of this Agreement to improve the notification process.
- 16.05 An employee working out-of-town and staying overnight, who reports for work at the regular time unless directed not to report and for whom no work is available will receive four (4) hours pay provided he remains at the job if requested to do so by his supervisor.

**ARTICLE 17 - TRAVEL TIME**

- 17.01 a) Travel time, to and from work, is not paid in Board Area 5; as defined at the date of signing of this agreement. It is the employee's responsibility to be at the job site at the scheduled time; as designated by the Company. When the employee travels to multiple job sites within the same work day, the employee will be paid their regular rate as per the collective agreement.
- b) If an employee has to use their personal vehicle to travel to more than three (3) job sites in one shift, the Employer will pay ten (10) dollars in travel allowance for that day. The allowance will be submitted to payroll by the supervisor on regular time sheets.
- 17.02 In order for mileage to be paid as indicated in both articles 18.01 the employee must invoice the Employer for the mileage on standard statement form stating kilometres traveled, trip, dates and name of employer personnel authorizing the use of the employees own vehicle. Invoices are to be submitted for approval by the direct supervisor with regular time sheets.
- 17.03 When an employee is required to drive the Company vehicle from the shop to a job site in Board Area 5 and 26 and back carrying company personnel, he shall be paid one-half hour at his regular rate. The driver must be indicated on the time sheet.
- 17.04 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
Up to 100 km	1-1/4 hours
Up to 120 km	1-1/2 hours
Up to 140 km	1-3/4 hours
Every 20km more	1/4 hour

**ARTICLE 18 - OUT-OF-TOWN ALLOWANCE**

18.01 In regard to out-of-town allowances, it is understood that if the Employer requires an operator to be out of town overnight, the Employer will provide suitable single occupancy room, chosen at the discretion of the Employer, in accordance with Company policies and procedures and sixty-five dollars (\$65.00) per day for food allowance.

**ARTICLE 19 - CLASSIFICATIONS AND WAGE RATES**

19.01 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 which is hereby made a part of this Agreement.

**ARTICLE 20 - DURATION OF AGREEMENT**

20.01 This Agreement shall be effective January 1, 2021 and shall continue in effect until December 31, 2023 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** 18 **DAY OF** JANUARY **2021.**


SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

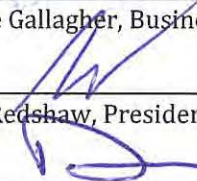
**Alfidome Construction Limited**

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

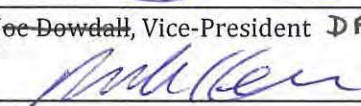
  
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Signature: Frank Pellegrino, President

  
\_\_\_\_\_  
Mike Gallagher, Business Manager

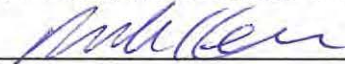
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Please Print Name & Title

  
\_\_\_\_\_  
Joe Redshaw, President

\_\_\_\_\_  
Address

  
\_\_\_\_\_  
Joe Dowdall, Vice-President **DAVE TURPLE**

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

  
\_\_\_\_\_  
Rick Kerr, Treasurer

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

  
\_\_\_\_\_  
Brian Alexander, Recording-Corresponding Secretary

\_\_\_\_\_  
Email Address

  
\_\_\_\_\_  
Recommended by: Mike Van Koughnett  
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.

**GROUP 1 Working Foreman.**

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total Pkg.
January 1, 2021	\$29.11	\$2.91	\$4.30	\$6.90	\$43.22
January 1, 2022	\$29.70	\$2.97	\$4.50	\$6.90	\$44.07
January 1, 2023	\$30.29	\$3.03	\$4.70	\$6.90	\$44.92

**GROUP 1B Lead Hand.**

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total Pkg.
January 1, 2021	\$28.61	\$2.86	\$4.30	\$6.90	\$42.67
January 1, 2022	\$29.20	\$2.92	\$4.50	\$6.90	\$43.52
January 1, 2023	\$29.79	\$2.98	\$4.70	\$6.90	\$44.37

**GROUP 2 Grader, Asphalt Paver, Grinder, Excavator, Fine Grade Dozer.**

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total Pkg.
January 1, 2021	\$27.61	\$2.76	\$4.30	\$6.90	\$41.57
January 1, 2022	\$28.20	\$2.82	\$4.50	\$6.90	\$42.42
January 1, 2023	\$28.79	\$2.88	\$4.70	\$6.90	\$43.27

**GROUP 3 Dozer, Asphalt Roller, Rubber Tired Backhoe, Loader.**

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total Pkg.
January 1, 2021	\$27.31	\$2.73	\$4.30	\$6.90	\$41.24
January 1, 2022	\$27.90	\$2.79	\$4.50	\$6.90	\$42.09
January 1, 2023	\$28.49	\$2.85	\$4.70	\$6.90	\$42.94

**GROUP 4 Truck Driver, Surface Treatment Roller, Grade Roller, Sheepsfoot Compactor, Stone Slinger, Sucker Truck/Hydro Vac, Water Truck, Float, Rock Truck.**

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Total Pkg.
January 1, 2021	\$24.81	\$2.48	\$4.30	\$6.90	\$38.49
January 1, 2022	\$25.40	\$2.54	\$4.50	\$6.90	\$39.34
January 1, 2023	\$25.99	\$2.60	\$4.70	\$6.90	\$40.19



## LETTER OF UNDERSTANDING

Between:

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

(hereinafter referred to as "the Union")

- and -

**ALFIDOME CONSTRUCTION LIMITED**

(hereinafter referred to as "the Employer")

### RE: SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

**WHEREAS** the Union and the Employer are parties to a collective agreement effective May 1, 2020 to April 30, 2023 and any renewals thereof ("Collective Agreement");

**AND WHEREAS** the Union wishes to establish and the Employer agrees to support the establishment of the Supplementary Unemployment Benefit Plan ("SUB Plan") to provide certain monetary benefits to Union members who become unemployed and otherwise qualify under the terms of the SUB Plan;

**AND WHEREAS** the SUB Plan will be funded by redirecting a portion of contractor contributions that, as per the Collective Agreement, are currently being contributed to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Benefit Plan");

**AND WHEREAS** the Union represents and warrants that the SUB Plan will, at all times, be registered with the Canada Revenue Agency and Service Canada and comply with applicable laws, including but not limited to, the *Income Tax Act (Canada)*, and the *Employment Insurance Act*;

**AND WHEREAS** the redirection of contractor contributions required as per the Collective Agreement to be remitted to the Health Benefit Plan to the SUB Plan is subject to the approval of the SUB Plan by both the Canada Revenue Agency and Service Canada;

**AND WHEREAS** the Employer is not a party to the SUB Plan and the Trust Agreement;

**NOW THEREFORE** the Union and the Employer (the "Parties") agree as follows:

1. The Parties agree the Collective Agreement is hereby amended to permit the establishment and funding of the SUB Plan as set out in this Letter of Understanding. To the extent there is any conflict between the Collective Agreement and this Letter of Understanding, the terms of this Letter of Understanding shall prevail.
2. To the extent there is any conflict between the terms of the SUB Plan and the Trust Agreement, and the Collective Agreement and this Letter of Understanding, the terms of the Collective Agreement and/or Letter of Understanding shall prevail.

3. The Parties agree that the contributions made by contractors bound to the Collective Agreement will commence to be redirected from the Health Benefit Plan to the SUB Plan, in incremental increases per hour earned as follows, upon approval of the SUB Plan by both the Canada Revenue Agency and Service Canada:
  - a. within 30 days of approval of the SUB Plan by both the Canada Revenue Agency and Service Canada - \$0.05,
  - b. May 1, 2021 - \$0.05,

subject to paragraph 13 below.

The Trustees of the Health Benefit Plan shall have full discretion to ensure funding of the Health Benefit Plan on an actuarial basis and in no event shall the redirection of funds exceed \$0.50 per hour earned under the Collective Agreement.

4. The redirection of contributions in paragraph 3 shall not be construed as changing the procedure and deadlines for contractors to remit monthly contributions. The procedures and deadlines in the Collective Agreement will prevail.
5. The Parties agree the redirection of contributions from the Health Benefit Plan to the SUB Plan shall not result in the reduction of any benefit entitlement to any member entitled to coverage under the Health Benefit Plan.
6. 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 to the SUB Plan according to the terms of the Collective Agreement as amended by this Letter of Understanding. The Employer or any individual contractor bound to the Collective Agreement shall not be liable to any employee or the Union for SUB Plan top-up payments.
7. The Union agrees that nothing in this Letter of Understanding shall result, directly or indirectly, in any increased costs or contribution rates to the Employer and any contractors bound to the Collective Agreement while it is effective.
8. 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.
9. No individual contractor bound to the Collective Agreement shall be asked, required or permitted to sign a participation agreement, including but not limited to the Participation Agreement in Schedule "B" of the Trust Agreement, without the express written consent of the Employer.

10. Any duty, obligation or requirement in the SUB Plan and/or Trust Agreement, including but not limited to procedures for individual contractors to remit contributions to the SUB Plan and penalties for failing to do the same, shall be unenforceable against the Employer and individual contractors bound to the Collective Agreement. This includes, but is not limited to, the deadlines for contribution remittances, procedures for remitting contributions, the powers of the Union and/or Trustees to request documents from contractors and to perform audits of individual contractors, charge interest, liquidated damages and any other penalty that may be imposed on contractors for failing to remit contributions. The provisions of the Collective Agreement in respect of any of the aforesaid matters will prevail. In the absence of any provision in the Collective Agreement, no such power on the part of the Union or the Trustees can be inferred despite the provisions of the SUB Plan or the Trust Agreement.
11. The Union agrees to save harmless and indemnify the Employer, and any individual contractor bound to the Collective Agreement, from and against any claim, charge, tax, penalty, damages or demand which might be made upon the Employer and/or any contractors in connection with this Letter of Understanding respecting withholdings and remittances pursuant to the *Income Tax Act (Canada)*, the *Employment Insurance Act*, the *Canada Pension Plan Act*, and pursuant to any other duly recognized federal and provincial taxing authorities or statutes, and in respect of any claim, charge, tax or penalty which may be made on behalf of or related to the Canada 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, and from and against any claim of whatever nature which may be made by, on behalf of or in respect of any member in connection with the SUB Plan, including legal fees and expenses related to such claims.
12. In addition, the Union agrees to indemnify the Employer and any contractor bound to the Collective Agreement, in respect of any claims or demands by Employment and Social Development Canada ("ESDC"), or any similar governmental agency, for overpaid benefits which, according to the ESDC, should be clawed back due to the payments to a particular employee from the SUB Plan, and any interest or penalties relating thereto and any reasonable costs or expenses incurred in defending such claims or demands.
13. The Union confirms that it is taking all reasonable steps to register and seek approval of the SUB Plan with both the Canada Revenue Agency and Service Canada. The Union will be responsible for obtaining any further approval required to renew the SUB Plan with both the Canada Revenue Agency and Service Canada. Upon request, the Union will provide the Employer with proof of registration of the SUB Plan with Service Canada and/or the Canada Revenue Agency.
14. If the Canada Revenue Agency and Service Canada approval, in accordance with paragraph 13, is not received by December 31, 2020, this Letter of Understanding will become null and void.
15. Upon request, the Union or the Trustees will provide the Employer with a copy of the SUB Plan or the Trust Agreement. In the event that the Union or the Trustees amend the terms of the SUB Plan or the Trust Agreement, or terminate the SUB Plan or Trust Agreement, at any time following the execution of this Letter of Understanding, the Employer shall be provided with notice, in writing, no later than 30 days prior to the effective date of the amendment or termination.

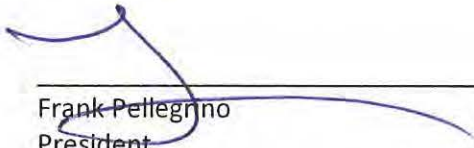
16. This Letter of Understanding is being entered into on a without precedent prejudice basis.

17. The Parties agree they may execute this Letter of Understanding in counterpart and all of the parts shall constitute the whole. Signed facsimile or .pdf copies of this Letter of Understanding are binding as if originally executed.

**DATED** at St. Catharines, this 18 day of JANUARY 2021.

SIGNED ON BEHALF OF:  
**ALFIDOME CONSTRUCTION LIMITED**

SIGNED ON BEHALF OF:  
**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 793**

  
\_\_\_\_\_  
Frank Pellegrino  
President

  
\_\_\_\_\_  
Mike Van Koughnett,  
Business Representative