

BACKWOODS BOBCAT SERVICE & EXCAVATING

NIAGARA AREA COLLECTIVE AGREEMENT



Effective Date: May 1, 2020

Expiry Date: April 30, 2023

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COLLECTIVE AGREEMENT

Between:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(hereinafter referred to as "the Union")

- and -

BACKWOODS BOBCAT SERVICE & EXCAVATING

(hereinafter referred to as "the Employer")

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 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 fifteen (15) calendar 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 same 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 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 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.

In circumstances where an Employer does not provide all the required supporting information as set out in the Reporting Form an administration fee of \$50.00, per incident, shall be paid by the Employer.

- 2.04** The Employer agrees that whenever they require personnel to perform work covered by this agreement, the Employer shall first call the area Union office for their requirements.

The Employer shall be entitled to name hire fifteen (15) operators every three months from the Union's out of work list.

The Employer may recall former employees through the Union office who have been absent from the Employer up to twelve (12) months.

- 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 them.

- 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 fifty (50) cents per hour less than the rates specified in this Agreement.

- 2.08** The Employer agrees to engage only 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** The Employer agrees to notify the Union prior to any new jobs starting.

Article 2 - Continued...

2.10 ADVANCEMENT DUES CHECK-OFF

Effective May 1, 2020 the Employer shall deduct fifteen cents (**\$0.20**) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. Effective May 1, 2021 the Employer shall deduct fifteen cents (**\$0.25**) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. Effective May 1, 2022 the Employer shall deduct fifteen cents (**\$0.30**) 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.

2.11 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.
- b) To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that they have 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.
- 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 Articles 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 the employee has discussed the matter with their foreman or other supervisory personnel acting in this capacity and given the Employer an opportunity of dealing with the complaint. The Employer's 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 days 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.

Article 4 - Continued...

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 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.

Article 5 - Continued...

- 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.
- 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 employees covered under the terms of this Agreement to remain working providing the steward is competent and capable of doing the remaining work. If in the event the Union Steward is laid off, the steward shall be one of the first three called back, provided the steward is competent and capable of doing the work.
- b) No discrimination shall be shown against any steward for carrying out their duties.
- 6.03** Whenever security regulations prevent access to any job or project the Employer or their 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.
- 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.

Article 7 - Continued...

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 the Employer 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 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.

8.07 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 In the event contaminated soil or materials are being removed and contaminants are present, the Employer shall ensure all tests are done prior to and notification in writing be given to the certified safety representatives for this Union to ensure the safety of the operators performing the work.

Article 8 - Continued...

8.09 The parties jointly acknowledge the importance of health and safety on jobsites, which includes that all employees reporting to work fit to perform their duties and free of impairment for any reason from drugs and alcohol for the duration of the entire shift. The Employer and the Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse and misuse having regard to human rights consideration's and employer safety concerns. This right includes but is not limited to making referrals to the DeNovo Treatment Centre and/or other employee assistance programs.

8.10 Employer DeNovo Treatment Centre Contribution Effective May 1, 2020, the Employer shall contribute two cents (**\$0.02**) per hour to the Health Plan for each hour earned by each employee in their employ as a DeNovo Treatment Centre contribution to be submitted with the Health and Pension Fund payments herein provided.

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 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, vacation pay, deductions for income tax, unemployment insurance, pensions, etc., where applicable

10.02 When an employee is permanently laid off, they shall receive their pay in full and Vacation Pay within four (4) working days from official receipt of final approved time sheet. Electronic submission of Record of Employment to Service Canada shall be within 5 business days of layoff. The Employer will pay the employee after four (4) working days, waiting time at the current rate of wages applicable to the regular working hours. It is understood if the Employer, within four (4) working days, mails the employee their pay, and Vacation Pay by registered mail to their last known address, the Employer is not obligated to pay waiting time.

10.03 When an employee quits, they shall receive their pay and their vacation pay, on the next regular pay day. Electronic submission of Record of Employment to Service Canada shall be within 5 business days.

ARTICLE 11 – BENEFIT CONTRIBUTIONS

11.01 Effective May 1, 2020, the Employer agrees to contribute Five Dollars & Thirty Cents (\$5.30) per hour for each hour earned by each Operating Engineer in their employ, to the Welfare Benefit Plan.

Effective May 1, 2021, this amount shall be increased to Five Dollars & Forty Cents (\$5.40) per hour for each hour earned.

Effective May 1, 2022, this amount shall be increased to Five Dollars & Fifty Cents (\$5.50) per hour for each hour earned.

11.02 Effective May 1, 2020 the Employer agrees to contribute the sum of Eight Dollars & Thirty Cents (\$8.30) per hour for each hour earned by each Operating Engineer in their employ, to the Pension Plan.

11.03 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.

11.04 All contributions shall be submitted by the 15th 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 (\$2500.00) cash bond.

11.05 Effective May 1, 2020 the Employer agrees to contribute the sum of thirty cents (\$0.30) per hour for each hour earned by each employee covered by this Agreement to the International Union of Operating Engineers, Local 793 Training Fund.

11.06 Effective May 1, 2020, the Employer shall contribute Five Cents (\$0.05) per hour to the National Training Fund for each hour earned by each employee in their 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.

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 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 12 - Continued...

- 12.05** 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.
- 12.06** Operators required to operate equipment in two-rate classifications during the same shift shall be paid the higher classification rate for that shift. Operators working under the I.C.I. Agreement and this agreement during the same day will be paid the higher classification rate for that shift.
- 12.07** 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.
- 12.08** Employees shall be allowed a minimum of one-half (1/2) hour unpaid lunch break between 11:30a.m. and 1:30p.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 their lunch the Employer shall pay one-half (1/2) hour overtime during that lunch, provided it is clearly marked on the time sheet.
- 12.09** It is agreed that no employee covered by this Agreement shall receive a reduction in their rate of wages through the introduction of these articles.
- 12.10** The Employer agrees to provide a hot meal or one-half (1/2) hour at the applicable rate after two (2) hours of overtime, and a rest period after two (2) hours of overtime.
- 12.11** The Employer agrees to provide a clothing allowance of Two Hundred and Fifty Dollars (\$250.00) per year to each employee after that employee has obtained one (1) year of service working under this Agreement.

ARTICLE 13 – MANNING OF EQUIPMENT

- 13.01** All crawler type cranes with a manufacturers rating capacity of 90 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, Excavation, 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 7:00a.m. and 6:00p.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.

Article 14 - Continued...

- 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 Article 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 one (1) hour per day times the straight time hourly rate and the pay stub to reflect such shift premium.
- 14.06** It is understood and agreed that the overtime pay in Article 14.03 and Article 14.04 above does not apply for the hours worked during snow removal. Double time will be paid for statutory holidays when doing snow removal.
- 14.07** Where an employee switches to a non-day shift and as a result loses a shift, **OR** when the Employee is scheduled to work short shifts on nights, the Employer will guarantee eight (8) hours.

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.

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

ARTICLE 16 – STATUTORY HOLIDAYS

- 16.01** The following Statutory Holidays shall be observed:

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

NOTE: Any additional holiday when proclaimed by the Federal and/or Provincial Government shall be observed.

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 the employee remains at the job if requested to do so by their supervisor.

18.02 An employee, who starts their regular work shift at the job-site, will receive four (4) hours pay if the job is shut down by the Employer before the employee has had an opportunity to work for four (4) hours provided the employee remains at the job if requested to do so by their supervisor.

18.03 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.

18.04 The Company will endeavor during the term of this Agreement to improve the notification process.

ARTICLE 19 – TRAVEL TIME

19.01 Travel time is not paid in the Regional Municipality of Niagara. When the employees requested by the Employer to use their car in place of normal transportation supplied by the Employer, mileage will be paid beyond the free zone of sixteen (16) kilometres at the rate of Fifty cents (.50) per kilometre to the job site and return.

19.02 In Board Area 26, travel time is paid at the rate of Eight cents (.08) per kilometre outside of Fifty Road. When the employee is requested by the Employer to use their car in place of normal transportation supplied by the Employer, mileage will be paid beyond the free zone of sixteen (16) kilometres at the rate of Fifty cents (.50) cents per kilometre.

19.03 In order for mileage to be paid as indicated in both Articles 20.01 & 20.02 the employee must invoice the Employer for the mileage on standard statement form stating kilometres travelled, trip, dates and name of employer personnel authorizing the use of the employees own vehicle. Invoices to be submitted to the Employer on a trip basis or once per week and no later than seven (7) days after services are rendered.

19.04 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, the employee shall be paid one-half hour at their regular rate. The driver must be indicated on the time sheet.

Article 19 - Continued...

19.05 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 -	1-1/4	hours
Up to 100 km -	1-1/2	hours
Up to 120 km -	1-3/4	hours
Up to 140 km -	2	hours

Travel will increase in increments of ¼ hour per every 20 kms.

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 suitable room and board for the employee or an allowance of One Hundred & Sixty Dollars (\$160.00) per day (in a shared room) up to a one (1) month period, and One Hundred & Thirty-Five Dollars (\$135.00) per day (in a shared room) for over a one (1) month period. In the event one employee is required to have their own room, they will receive One Hundred and Ninety Dollars (\$190.00) 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, 2020 and shall continue in effect until April 30, 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 22 day of January 2021.

SIGNED ON BEHALF OF:
BACKWOODS BOBCAT SERVICE & EXCAVATING




Mark Dochstader

7948 Concession #7
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SIGNED ON BEHALF OF:
**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 793**




Mike Gallagher, Business Manager



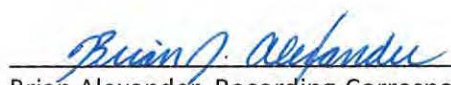
Joe Redshaw, President



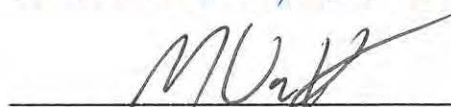
Dave Turple, Vice President



Rick Kerr, Treasurer



Brian Alexander, Recording-Corresponding Secretary



Recommend by: Mike VanKoughnett,
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 and over, Working Foreman, boom truck (15 Ton and over)

Date	Wage	Vacation Pay	Benefit Plan	Pension Plan	Total Package
May 1, 2020	\$33.34	\$3.33	\$5.30	\$8.30	\$50.27
May 1, 2021	\$34.20	\$3.42	\$5.40	\$8.30	\$51.32
May 1, 2022	\$35.06	\$3.51	\$5.50	\$8.30	\$52.37

1. (B) Engineers operating crawler cranes, mobile cranes, self-erecting cranes, piledrivers, caisson boring machines, boom truck (under 15 Ton), spider crane

Date	Wage	Vacation Pay	Benefit Plan	Pension Plan	Total Package
May 1, 2020	\$32.44	\$3.24	\$5.30	\$8.30	\$49.28
May 1, 2021	\$33.30	\$3.33	\$5.40	\$8.30	\$50.33
May 1, 2022	\$34.16	\$3.42	\$5.50	\$8.30	\$51.38

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

Date	Wage	Vacation Pay	Benefit Plan	Pension Plan	Total Package
May 1, 2020	\$31.44	\$3.14	\$5.30	\$8.30	\$48.18
May 1, 2021	\$32.30	\$3.23	\$5.40	\$8.30	\$49.23
May 1, 2022	\$33.17	\$3.31	\$5.50	\$8.30	\$50.28

3. Engineers operating bulldozers, front-end loaders, industrial tractors with backhoe and all other attachments, crawler tractors, crawler tractor and scraper, self-propelled scrapers, side-boom, curb machines, asphalt roller, Dozer 815 type.

Date	Wage	Vacation Pay	Benefit Plan	Pension Plan	Total Package
May 1, 2020	\$31.14	\$3.11	\$5.30	\$8.30	\$47.85
May 1, 2021	\$32.00	\$3.20	\$5.40	\$8.30	\$48.90
May 1, 2022	\$32.86	\$3.29	\$5.50	\$8.30	\$49.95

SCHEDULE "A" Continued...

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	Wage	Vacation Pay	Benefit Plan	Pension Plan	Total Package
May 1, 2020	\$29.68	\$2.97	\$5.30	\$8.30	\$46.25
May 1, 2021	\$30.55	\$3.05	\$5.40	\$8.30	\$47.30
May 1, 2022	\$31.41	\$3.14	\$5.50	\$8.30	\$48.35

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

Date	Wage	Vacation Pay	Benefit Plan	Pension Plan	Total Package
May 1, 2020	\$27.65	\$2.77	\$5.30	\$8.30	\$44.02
May 1, 2021	\$28.52	\$2.85	\$5.40	\$8.30	\$45.07
May 1, 2022	\$29.38	\$2.94	\$5.50	\$8.30	\$46.12

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, 2020:

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan dollar bank;
 - Eight Dollars & Thirty cents (\$8.30) to the Pension Plan
 - Five Dollars and Thirty cents (\$5.30) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.

- (ii) for employees with more than \$6,750.00 in their Health Plan dollar bank;
 - Thirteen Dollars and Sixty cents (\$13.60) to the Pension Plan for benefits; and
 - Nil (\$0) to the Health Plan.

Effective May 1, 2021:

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan dollar bank;
 - Eight Dollars & Thirty cents (\$8.30) to the Pension Plan
 - Five Dollars and Forty cents (\$5.40) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.

- (ii) for employees with more than \$6,750.00 in their Health Plan dollar bank;
 - Thirteen Dollars and Seventy cents (\$13.70) to the Pension Plan for benefits; and
 - Nil (\$0) to the Health Plan.

Effective May 1, 2022:

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan dollar bank;
 - Eight Dollars & Thirty cents (\$8.30) to the Pension Plan
 - Five Dollars & Fifty cents (\$5.50) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.

- (ii) for employees with more than \$6,750.00 in their Health Plan dollar bank;
 - Thirteen Dollars & Eighty cents (\$13.80) to the Pension Plan for benefits;
 - Nil (\$0) to the Health Plan.

Effective on and after May 1, 2020, 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.

LETTER OF UNDERSTANDING # 1

Between:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(hereinafter referred to as "the Union")

- and -

BACKWOODS BOBCAT SERVICE & EXCAVATING

(hereinafter referred to as "the Employer")

RE: WELLAND CANAL WORK

The Employer 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 including work inside the lock walls. All excavation & Site Preparation work shall be done under Article 5 of Schedule "H" of the Provincial Collective Agreement.

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

DATED at St. Catharines, this 30 day of September, 2020.

SIGNED ON BEHALF OF:
BACKWOODS BOBCAT SERVICE & EXCAVATING



Mark Dochstader

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



Mike Van Koughnett,
Business Representative

LETTER OF UNDERSTANDING # 2

Between:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(hereinafter referred to as "the Union")

- and -

BACKWOODS BOBCAT SERVICE & EXCAVATING

(hereinafter referred to as "the Employer")

RE: M.T.O. STRUCTURE WORK

WHEREAS the Union and the Employer are bound by the Collective Agreement between them dated May 1, 2020.

AND WHEREAS The Union and the Employer wish to provide for competitive bidding on Ministry of Transportation Structures Work.

NOW THEREFORE the parties agree as follows:

- 1 The following provisions shall apply on Ministry of Transportation Structures work:
- 2 All employees described in Paragraph 1 herein shall receive the applicable wage rates and other monetary benefits as set out in the Master Portion and Schedule "H" of the Operating Engineers Employers Bargaining Agency Agreement and the hours of work set out in Article 5.3 of Schedule "H" shall apply.
- 3 For all structures work other than those falling within the scope of the Ministry of Transportation as set out in Paragraph 1, above, the Union agrees to discuss possible enablement provisions with the Employer on a project by project basis.

DATED at St. Catharines, this 30 day of September, 2020.

SIGNED ON BEHALF OF:
BACKWOODS BOBCAT SERVICE & EXCAVATING



Mark Dochstader

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



Mike Van Koughnett,
Business Representative

LETTER OF UNDERSTANDING # 3

Between:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(hereinafter referred to as "the Union")

- and -

BACKWOODS BOBCAT SERVICE & EXCAVATING

(hereinafter referred to as "the Employer")

RE: EARTHMOVING APPRENTICES AND TRAINEES

The Parties hereto agree that the use of Trainees and Apprentices will be permitted. It is the intention of both Parties that said Apprentices shall be given the Training and Guidance in the operation of available equipment on site as and when available.

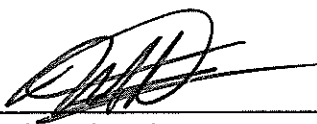
- a) The Parties agree that Heavy Equipment Operator Apprentices shall be indentured to the Training Fund or an Employer and the Training Fund shall have full authority over the training and education of all Apprentices and the Union shall accept as members of the Union all Apprentices who are approved by the Training Fund and indentured to the Training Fund or an Employer.
- b) The Training Fund shall be responsible for the training, education and upgrading of all apprentices and Operating Engineers.
- c) An Indentured Heavy Equipment Apprentice entering the industry who has taken pre employment training through the Operating Engineers Training Institute of Ontario will work for their first 1,000 hours at sixty percent (60%) of the current base rate for the machine which they are operating.
- d) When an Apprentice has completed their first 1,000 hours, plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer and the Training Fund, each Apprentice will be employed for the next 1,000 hours at seventy-five percent (75%) of the current base rate for their classification.
- e) When an Apprentice has completed 2,000 hours, plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer and the Training Fund, each Apprentice will be employed for the next 1,000 hours at eighty-five percent (85%) of the current base rate for their classification.

- f) 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 Apprentice will then fit into the workforce at the rate of pay provide for in the Collective Agreement.
- g) Hours spent at the Training Institute shall constitute hours worked for the purposes of rate increases.
- h) Employers shall make every effort to keep Apprentices on a steady basis in order to complete their training hours as quickly as possible.
- i) Employers shall request Apprentices through the Union district offices, who will in turn notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Apprentices shall be done from the appropriate Union district office under the direction of the Training Fund.
- j) The ratio of Trainees/Registered Apprentices employed by the Employer may be a maximum of one (1) Trainee/Registered Apprentice to the first nine (9) Journeyman Operating Engineers in their employ unless otherwise agreed to in writing by both parties. The maximum number of Trainees/Registered Apprentices employed by the Employer at the same time shall be no more than four (4).
- k) The 1 to 9 ratio continues using the following formula;

Number of Apprentices	Number of Journeyperson
1	09
2	18
3	27
4	39

DATED at St. Catharines, this 30 day of September, 2020.

SIGNED ON BEHALF OF:
BACKWOODS BOBCAT SERVICE & EXCAVATING



 Mark Dochstader

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



 Mike Van Koughnett,
 Business Representative

LETTER OF UNDERSTANDING # 4

Between:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(hereinafter referred to as "the Union")

- and -

BACKWOODS BOBCAT SERVICE & EXCAVATING

(hereinafter referred to as "the Employer")

RE: WORKING FOREMAN

The Employer and the Union agree that when a working foreman is assigned as a foreman, that said foreman shall not operate equipment which would displace another operator unless there is an unforeseen circumstance or in an emergency.

It is further understood that the intention of this letter is not to prevent working foreman from operating equipment but only to operate said equipment when it is their designated duty to do so.

DATED at St. Catharines, this 30 day of September, 2020.

SIGNED ON BEHALF OF:
BACKWOODS BOBCAT SERVICE & EXCAVATING



Mark Dochstader

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



Mike Van Koughnett,
Business Representative

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LETTER OF UNDERSTANDING # 5

Between:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(hereinafter referred to as "the Union")

- and -

BACKWOODS BOBCAT SERVICE & EXCAVATING

(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 30 day of September, 2020.

SIGNED ON BEHALF OF:
BACKWOODS BOBCAT SERVICE & EXCAVATING



Mark Dochstader

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



Mike Van Koughnett,
Business Representative