

# COLLECTIVE AGREEMENT

BETWEEN:

**ANMAR**

(hereinafter called the "COMPANY")

AND:

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

(hereinafter called the "UNION")

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## GENERAL PURPOSE:

The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provisions.

## Article 1 – RECOGNITION:

1.01 The Employer recognizes the Union as the Collective Bargaining Agent for all employees engaged in the operation of cranes, shovels, bulldozers and similar equipment, maintenance, installation and repair of same, save and except foremen, those above the rank of foreman, office and clerical staff, for whom the Union has bargaining rights while working on Sewer, Watermain and Roadbuilding within the Districts of Algoma, Sudbury, Manitoulin Island, Parry Sound, Nipissing, Temiskaming and Cochrane.

## ARTICLE 2 – MANAGEMENT RIGHTS:

- 2.01 The Union agrees that it is the exclusive function of the Company to:
- (a) 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 kinds and locations of machines, tools and equipment to be used and schedules of productions 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 disciplined or discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure.

### **ARTICLE 3 – UNION SECURITY:**

- 3.01 Each employee shall when working in a position within the bargaining unit described in Article 1 above, be required as a condition of employment to be a member of or apply for membership in the Union within Thirty (30) days of hiring or be replaced upon written request by the Union. At the discretion of the Employer along with Union approval the Employer has the ability to promote a worker from within the company without the immediate rate increase of that piece of equipment. Example promoting a Rock Truck operator to and Excavator operator, while learning the new skills required, the operator would be paid the Rock Truck rate.
- 3.02 Each employee shall, when working in a position within the bargaining unit described in Article 1 hereof, be required as a condition of employment to have working dues checked off on the basis 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, plus \$25.75 monthly dues increasing July 1, 2020 as per Union Executive Board, plus five cents (5¢) advancement dues per hour earned or amounts as directed by the Union executive.
- 3.03 Where an employee authorizes the Company in writing, to deduct Union initiation fees from his pay, the Company will honour such authorization.
- 3.04 a) The Employer may recall former regular employees through the union office who have been absent from the Employer up to twelve (12) months.
- b) Regular employees shall be defined as employees who have been on the Employer's payroll for six (6) consecutive months or more.

### **ARTICLE 4 – HIRING HALL:**

- 4.01 The Employer shall first call the Union office whenever additional personnel are required. The Company agrees to employ only members of the Union on projects within the scope of this Agreement providing the Union can supply the skilled personnel required to perform the work satisfactorily. The Union shall endeavour to supply employees from the area of work. Should the Union not be able to supply the required men, then the Company may hire such employees as are available and such employees shall, as a condition of employment, apply for membership in the Union within Thirty (30) days from commencement of hiring.

## **ARTICLE 5 – NO STRIKES / LOCKOUTS:**

- 5.01 During the lifetime of this Agreement, the Union agrees that there will be no strikes, slowdown or picketing, and the Company agrees that there will be no lockout.
- 5.02 The Union shall not involve the Company in any dispute which may arise between the Union and any other Company and the employees of such other Company.

## **ARTICLE 6 – UNION REPRESENTATION:**

- 6.01 The Union may appoint and the Company will recognize a Shop Steward or Shop Stewards (not more than one per shift).

The Steward shall be one of the last two employees covered under the terms of this agreement to remain working providing he/she is competent and capable of performing the remaining work. The Steward will also be one of the first two to be recalled after layoffs or work stoppages.

It is recognized that a steward is an employee of the Company and has regular duties to perform. A steward may not leave his or her duties without permission from his or her immediate supervisor. Such permission will not be unreasonably withheld.

- 6.02 The Union shall notify the Company in writing from time to time of the name of the Steward, and date of his appointment and the name of the former Steward whom he may be replacing.
- 6.03 If representatives of the Union wish to meet a Steward or other employees at their work site, they shall first make arrangements with the job Supervisor and such arrangement will be made if it does not interfere with the work.

## **ARTICLE 7 – GRIEVANCE PROCEDURE:**

- 7.01 There shall be an earnest effort on the part of both parties to this Agreement, to settle promptly through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretations, application or administration of this Agreement.
- 7.02 All grievances to be dealt with under Step Two below shall be in writing, on forms supplied by the Union and signed by the employees having such grievances.

- 7.03 Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change at later steps except by mutual agreement in writing with the Employer, or in the case of remedy, an Arbitration Board.
- 7.04 In determining the time which is allowed in the various steps of Articles 6 and 7, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.
- 7.05 If advantage of the provisions of Article 6 and 7 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.
- 7.06 The Employer shall designate and name the official to whom a written grievance is submitted at Step No 2.
- 7.07(a) It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his foreman or other supervisory personnel acting in this capacity and given him an opportunity to deal with the complaint. His decision shall be made known to said employee within forty-eight (48) hours. Grievances properly arising under this Agreement shall be adjusted and settled as follows:

### **STEP 1**

Within ten (10) full working days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee and/or a Union Representative shall present the grievance in writing to the official of the Employer named by the Employer to handle grievances at this step. If a settlement satisfactory to the Union and the employee concerned is not reached within two (2) full working days, the grievance may be presented as indicated in Step Two at anytime 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**

At this Step the grievance may be submitted to a local area Joint Committee consisting of Representatives of the Union and Representatives of the area Employer Association. Should no satisfactory settlement be reached within five (5) working days of the grievance being submitted to the local area Joint Committee, the grievance may be presented as indicated in Step 3.

### **STEP 3**

At this Step the grievance shall be referred to the Joint Labour Management Committee which shall convene a meeting within ten (10) full working days to deal with the grievance. Should no satisfactory settlement be reached within five (5) full working days after the meeting, the grievance may be submitted to arbitration.

- (b) The Union may process a written grievance which involves a number of employees of an Employer or the interpretation of the Agreement. Such grievance shall be commenced at Step Three of the above procedure. The Employer Bargaining Agency or an Employer may process a written grievance alleging a violation of, or the interpretation of this Agreement at Step Three of the above procedure. Such grievances shall be commenced at Step Three within ten (10) full working days after the circumstances giving rise to the grievance occurred or originated.
- (c) No decision or settlement involving any grievance which has been dealt with at Step One or Two 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.

7.08 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 8 – ARBITRATION**

- 8.01 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 7 may be referred to a Board of Arbitration or other final determination within twenty (20) working days after completion of Step Three of Article 7.07.
- 8.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third (3<sup>rd</sup>) person to act as Chairman chosen by the other two members of the Board.
- 8.03 Within five (5) working days of the request by either party for a Board each party shall notify the other in writing of the name of it's appointee.

- 8.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third member as Chairman within five (5) days of the notification mentioned above, the Minister of Labour of the Province of Ontario will be asked to appoint a Chairman.
- 8.05 The decisions of the Board of Arbitration or a majority of such Board constituted in the above manner shall be binding on the parties to this Agreement.
- 8.06 The Board of Arbitration shall not have any power to alter or change any of the provisions, for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this agreement.
- 8.07 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman.

#### **ARTICLE 9 – TRAVELLING EXPENSES:**

- 9.01 When transportation is provided, employees will be paid their regular hourly rate for time travelled after one half hour of travel time from an assembly point to the job site and return. (Travel time hours will be paid at the employee's regular straight time rate and will not be included in the calculation of over-time). If a member uses his/her personal vehicle to travel from jobsite to jobsite during their shift they will be paid the applicable hourly rate.

In lieu of the above transportation, employees will be paid \$0.56 cents/km for all kms travelled to the free zone from employee's home address or company office (assembly point), whichever is less. The free zone is a 40 km circumference from the job site office.

- 9.02 Where an employee, who is employed by the Company is required to work out of the area and is unable to return home each night, he shall be provided with suitable room by the Company, and he shall be paid Fifty-five (\$55.00) per day for meals for each working day over and above his weekly earnings effective July 1, 2020 for the remainder of the contract. The Company will assist the employee in securing suitable accommodation.
- 9.03 The Company may wish to supply meals on out of town projects. In such circumstances the Company will contact the Union to obtain and the Union will not unreasonably withhold, a letter of Understanding.

#### **ARTICLE 10 – PAY DAY AND TERMINATION:**

- 10.01 All wages shall be paid in cash or by cheque during working hours or by direct deposit at the option of the Company. Such wages shall be paid weekly or every two weeks as is the present practice of the Company.

10.02 In the case of lay off all employees shall be paid up to date on the job site where practical: otherwise, cheques, E.I. Record of Employment Certificates and Ontario Health Insurance Plan Form 104 shall be forwarded by Registered Mail to his/her last known address within forty-eight (48) hours of the lay off. Notification to, or attempted notification of lay off, to an employee on a Saturday, Sunday or Holiday shall not be considered proper notice unless the employee is working on such days.

10.03 In the event of a layoff, the employer shall abide by the following procedure, provided the remaining employees are competent and capable of performing the work:

- i) First laid off shall be applicants for membership in the union;
- ii) Second laid off shall be members of the union from out of province working on permits or travel cards;
- iii) 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 and such member shall not be recalled without a clearance card from the union;
- iv) Last laid off shall be all other members of the union.

10.04 When laid off, employees shall be allowed sufficient time with pay to clear up their personal and company property on the job site.

#### **ARTICLE 11 – REPORTING ALLOWANCE:**

11.01 An employee, who reports for work as usual and who, through circumstances beyond his control, cannot complete the day's work, shall be paid for four (4) hours (or as set out in the appropriate Schedule attached hereto). However, he shall remain at work on maintenance of his machine or other equipment coming within his craft, unless released by the foreman.

#### **ARTICLE 12 – INCLEMENT WEATHER:**

12.01 An employee who reports for work at the employer's shop or job site, unless directed not to report, and for whom no work is available, due to inclement weather, shall receive a minimum of two hours (2) reporting time, provided the employee remains on the job for two (2) hours after his designated starting time, if requested to do so by the foreman.

If an employee is directed to work and commences to work, Article 11 applies.

**ARTICLE 13 – PROTECTIVE CLOTHING:**

- 13.01 The Company shall provide employees with such protective and wet weather clothing as it deems necessary. The Union recognizes the right of the Company to economically supervise the distribution of the clothing provided.
- 13.02 Every employee shall be required, as a condition of employment, to wear suitable footwear and a safety helmet of the type prescribed by the Occupational Health and Safety Act. The helmet shall be paid for by the employee at the time it is supplied and, on termination of employment, the employee will be credited with the amount paid, provided the helmet is turned in, in reasonable good condition, normal wear accepted.
- 13.03 A bulletin board will be provided by the Company for the use of the Union to post notices, etc., but all such notices shall have prior approval of the Company.

**ARTICLE 14 – WAGE RATES, HOURS OF WORK AND OVERTIME, STATUTORY HOLIDAYS, VACATION PAY AND BENEFITS:**

- 14.01 Wage rates, hours of work and overtime, statutory holidays, vacation with pay, benefits, shift premium and other conditions of employment shall be in accordance with the Schedule or Schedules attached hereto and which are hereby made a part of this Agreement.

**ARTICLE 15 – COFFEE AND LUNCH BREAK:**

- 15.01 It is agreed that employees covered by this Agreement shall be allowed one (1) coffee break in each half of their working shifts.
- 15.02 It is further agreed that employees covered by this Agreement will be allowed a half (1/2) hour lunch break. It is also agreed that no employee shall be required to work more than five (5) hours without a lunch break. Such lunch break to be taken on employee time.

**ARTICLE 16 – JURISDICTIONAL DISPUTES:**

- 16.01 The Employer and the Union agree that there shall be no work stoppage resulting from jurisdictional disputes. In the case of a jurisdiction dispute, the Employer agrees to assign work in accordance with the Contractor's Responsibility Section of the Procedural Rules and Regulations of the Building and Construction Trades Department AFL-CIO.



16.02 All jurisdictional disputes shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department AFL-CIO or any method or procedure which may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Employer and the Union.

16.03 Where there is any dispute or questions about the operation, by Operating Engineers, of any of the equipment listed in the Schedules attached hereto, the Employer shall continue to assign operation of the equipment to such Operating Engineers.

#### **ARTICLE 17 – NOTES TO SCHEDULE 'B':**

17.01 The provisions of the Sewer and Watermain Construction Schedule shall apply only to work performed on Sewer and Watermain Construction which is performed by the Employer as a separate contract and shall not apply to any work performed on Sewer and Watermain Construction which is an integral part of a general contract which includes Road or Parking Lot, Construction Paving, etc.

#### **ARTICLE 18 – PRE-APPRENTICE/APPRENTICE – TRAINING :**

18.01 The Company will hire (1) one pre-apprentice or equipment apprentice each construction seasons but is not limited to only (1) one pre-apprentice or equipment apprentice. The Employer may hire the pre-apprentice or equipment apprentice. If the Employer does not have a candidate for the pre-apprentice or equipment apprentice position, the Union will dispatch a pre-apprentice or equipment apprentice from the hall.

#### **APPRENTICE TRAINEES:**

a) A new Trainee entering the industry who has taken pre-employment training at the Training Institute will work for his first 1,000 hours at \$17.00/hr plus applicable pension and benefits for the machine which he is operating.

b) When a Trainee has completed his first 1,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Trainee will be employed for the next 1,000 hours at \$19.50 /hr plus applicable pension and benefits for his classification.

c) When a Trainee has completed 2,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Trainee will be employed for the next 1,000 hours at \$22.00/hr plus applicable pension and benefits for his classification.

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

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

18.02 The Union will provide WHMIS, Ground Disturbance Level II and Pipeline Safety training for dispatched members.

## **ARTICLE 19 – NATIONAL TRAINING FUND, DENOVO, SUB FUND**

### **19.1 NATIONAL TRAINING FUND**

The Employer shall contribute Five Cents (\$.05) per hour to the National Training Fund for each hour earned by each employee in its 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.

### **19.2 DENOVO TREATMENT CENTRE**

The Employer shall contribute two cents (\$.02) per hour to the Health Plan for each hour earned by each employee in its employ as a DeNovo Centre contribution, to be submitted with the Health and Pension Fund payment herein provided.

### **19.3 SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN (SUB PLAN)**

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

The Parties agree the SUB Plan shall be established, managed, operated and administered solely by the Trustees of the SUB Plan and that 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 to the Collective Agreement is entirely fulfilled by making the contributions required herein.

The Parties agree any issue concerning the SUB Plan (including but not limited to eligibility to participate in, and entitlement under, the SUB Plan) shall be subject to the specific provisions of the SUB Plan. Any dispute over payment of SUB Plan benefits shall be adjusted solely between the member and the Trustees of the SUB Plan. The Employer, or any individual contractor bound to the Collective Agreement, shall not be requested or required to participate in any such dispute.

The Union agrees to save harmless and indemnify the Employer, and any individual contractor bound to the Collective Agreement, from and against a claim, charge, tax, penalty or demand which may be made by the Canada Revenue Agency regarding the obligation to pay income tax, a charge, a tax, or a penalty under any law including, but not limited to, the *Income Tax Act (Canada)*, in respect of any amount paid to a member under the SUB Plan, and in respect of any claim, charge, tax or penalty which may be made on behalf of or related to the Employment Insurance Commission and Canada Pension Commission or any other government agency or commission under the applicable statutes and regulations with respect to any amount paid to a member under the SUB Plan.

**ARTICLE 20 – DURATION:**

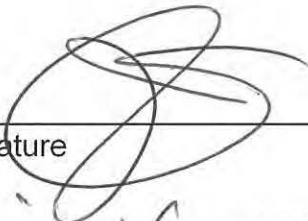
20.01 This Agreement shall become effective June 15, 2020 and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within (120) days before the 31<sup>st</sup> day of March, 2025 or in any like period in any year thereafter.

**IN WITNESS THEREOF** the party of the first part and the party of the second part have caused their proper officers to affix their signatures as of the date and year first above written:

Dated this 9<sup>th</sup> day of November, 2020.

**SIGNED ON BEHALF OF:**

Anmar

  
\_\_\_\_\_  
Signature

Gianni Grossi, President  
Please Print Name and Title  
(Note: Please complete date line above)

199 Mumford Rd, Unit C  
Address

Lively ON P3Y 1L2  
City, Province, Postal Code


T- 705-692-0888 F-705-692-0462  
Telephone and Fax Number(s)

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

**SIGNED ON BEHALF OF**

International Union of Operating  
Engineers, Local 793

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

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

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

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

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

  
\_\_\_\_\_  
Recommended By: Kirk Fournier,  
Business Representative

## SCHEDULE A

### MINIMUM WAGE RATES FOR ROADBUILDING

**Classification I:**

Gradall operator, Clam operator, Crane Operator including Pile Driving, Shovel Operator, Dragline Operator, Backhoe Operator, Heavy Duty Mechanic Licensed, Derricks, Caisson Boring Machines over 25 H.P., Surveyor.

	WAGE	VAC. PAY	BENEFITS	PENSION	TOTAL
June 15, 2020	28.27	2.54	4.20	4.80	39.81
April 5, 2021	29.10	2.61	4.20	4.80	40.71
April 4, 2022	29.73	2.67	4.20	4.80	41.40
April 3, 2023	30.42	2.73	4.30	4.90	42.35
April 1, 2024	31.11	2.79	4.40	5.00	43.30

**Classification II:**

Welder Class A licensed, Grader Operator Class A, Fine Grade Dozer

	WAGE	VAC. PAY	BENEFITS	PENSION	TOTAL
June 15, 2020	27.04	2.43	4.20	4.80	38.47
April 5, 2021	27.87	2.50	4.20	4.80	39.37
April 4, 2022	28.50	2.56	4.20	4.80	40.06
April 3, 2023	29.19	2.62	4.30	4.90	41.01
April 1, 2024	29.88	2.68	4.40	5.00	41.96

**Classification III(A):**

Roller Operator on Asphalt, Washing Plant Operator, Crusher, Asphalt Plant Operator, Asphalt Spreader, Concrete Spreader, Scraper, General Dozer Operator including Sideboom Operator, Crawler, or Rubber Tired Industrial Tractor with attachments, Oil Distributor Operator, Pitman Type Truck over 6 Ton, Trenching Machines, Caisson Boring Machines under 25 H.P., Front End Loader 1 ½ cu. Yd. and over

	WAGE	VAC. PAY	BENEFITS	PENSION	TOTAL
June 15, 2020	26.93	2.42	4.20	4.80	38.36
April 5, 2021	27.76	2.49	4.20	4.80	39.26
April 4, 2022	28.40	2.55	4.20	4.80	39.95
April 3, 2023	29.09	2.61	4.30	4.90	40.90
April 1, 2024	29.78	2.68	4.40	5.00	41.85

**Classification III(B):**

Float Driver over 25 tons

	<b>WAGE</b>	<b>VAC. PAY</b>	<b>BENEFITS</b>	<b>PENSION</b>	<b>TOTAL</b>
June 15, 2020	24.48	2.20	4.20	4.80	35.68
April 5, 2021	25.31	2.27	4.20	4.80	36.58
April 4, 2022	25.94	2.33	4.20	4.80	37.27
April 3, 2023	26.63	2.39	4.30	4.90	38.22
April 1, 2024	27.32	2.45	4.40	5.00	39.17

**Classification IV:**

Improver Mechanic, Curb Machine Operator, Boiler Fireman, Front End Loader under 1 ½ cu. Yd., Grader Operator Class B, Improver Welder, Chip Spreading Machine Operator, Off Highway Type Earth & Rock Vehicle, Zoom Boom

	<b>WAGE</b>	<b>VAC. PAY</b>	<b>BENEFITS</b>	<b>PENSION</b>	<b>TOTAL</b>
June 15, 2020	23.48	2.11	4.20	4.80	34.59
April 5, 2021	24.31	2.18	4.20	4.80	35.49
April 4, 2022	24.94	2.24	4.20	4.80	36.18
April 3, 2023	25.63	2.30	4.30	4.90	37.13
April 1, 2024	26.32	2.36	4.40	5.00	38.08

**Classification V:**

Fuel and Lubricant Vehicle, Water Spreader Operator, Float 25 tons and under, Compactor and Roller Operator (on grade), Boom Truck Operator, Auger 8" and over, Pitman Type truck 6 tons and under, Skid Steer

	<b>WAGE</b>	<b>VAC. PAY</b>	<b>BENEFITS</b>	<b>PENSION</b>	<b>TOTAL</b>
June 15, 2020	22.95	2.06	4.20	4.80	34.01
April 5, 2021	23.78	2.14	4.20	4.80	34.91
April 4, 2022	24.41	2.19	4.20	4.80	35.60
April 3, 2023	25.10	2.25	4.30	4.90	36.55
April 1, 2024	25.79	2.32	4.40	5.00	37.50

**Classification VI:**

Oiler & Greaser, Farm Tractor Operator (When used for excavation or compaction), Mechanic's Helper, Surveyor Helper, Pumpman

	<b>WAGE</b>	<b>VAC. PAY</b>	<b>BENEFITS</b>	<b>PENSION</b>	<b>TOTAL</b>
June 15, 2020	22.30	2.00	4.20	4.80	33.30
April 5, 2021	23.13	2.08	4.20	4.80	34.20
April 4, 2022	23.76	2.13	4.20	4.80	34.89
April 3, 2023	24.44	2.20	4.30	4.90	35.84
April 1, 2024	25.13	2.26	4.40	5.00	36.79

## **SCHEDULE A**

### **ROADBUILDING**

IT IS HEREBY AGREED TO BY THE PARTIES TO THIS AGREEMENT, THAT THIS SCHEDULE FORMS PART OF THIS AGREEMENT ON ALL ROADBUILDING:

1. The normal work week shall begin on Monday and end of Friday and shall consist of fifty-five (55) hours. Additional hours will be paid at one and a half (1½) times the regular pay.

Overtime at the rate of double the employees currently hourly rate shall be paid to all employees for all work performed on Sundays and on the statutory Holidays listed.

It is agreed to by the parties that on some projects, it may be beneficial to the Employees and the Employer to modify the hours of work. This may be considered and, if mutually agreed to by the parties, instituted on a project by project basis.

2. The Company will not discriminate against any employees because of his failure to work on Saturdays.
3. It is agreed that where employees are engaged on emergency work, overtime rates shall not apply.
4. Shift Premium

For all work on a second and/or third shift, a premium of one dollar (\$1.00) per hour shall be paid, over and above the regular rate of pay.

5. Co-operation

It is agreed that no present employees shall suffer a reduction in his rate of wages, vacation and statutory holiday allowance and Health and Welfare Benefits through the introduction of this Collective Agreement.



**SCHEDULE B**  
**MINIMUM WAGE RATES FOR SEWER AND WATERMAIN WORK**

**Classification I:**

Gradall Operator, Clam Operator, Crane Operator including Pile Driving, Shovel Operator, Dragline Operator, Backhoe Operator, Heavy Duty Mechanic Licensed, Derricks, Caisson Boring Machines over 25 H.P., Surveyor

	<b>WAGE</b>	<b>VAC. PAY</b>	<b>BENEFITS</b>	<b>PENSION</b>	<b>TOTAL</b>
June 15, 2020	28.60	2.57	4.20	4.80	40.17
April 5, 2021	29.43	2.64	4.20	4.80	41.07
April 4, 2022	30.06	2.70	4.20	4.80	41.76
April 3, 2023	30.75	2.76	4.30	4.90	42.71
April 1, 2024	31.44	2.82	4.40	5.00	43.66

**Classification II:**

Welder Class A licensed, Grader Operator Class A, Fine Grade Dozer

	<b>WAGE</b>	<b>VAC. PAY</b>	<b>BENEFITS</b>	<b>PENSION</b>	<b>TOTAL</b>
June 15, 2020	27.46	2.47	4.20	4.80	38.93
April 5, 2021	28.29	2.54	4.20	4.80	39.83
April 4, 2022	28.92	2.60	4.20	4.80	40.52
April 3, 2023	29.61	2.66	4.30	4.90	41.47
April 1, 2024	30.30	2.72	4.40	5.00	42.42

**Classification III(A):**

Roller Operator on Asphalt, Washing Plant Operator, Crusher, Asphalt Plant Operator, Asphalt Spreader, Concrete Spreader, Scraper, General Dozer Operator including Sideboom Operator, Crawler, or Rubber Tired Industrial Tractor with attachments, Oil Distributor Operator, Pitman Type Truck over 6 ton, Trenching Machines, Caisson Boring Machines under 25 H.P., Front End Loader 1 ½ cu. yd. and over

	<b>WAGE</b>	<b>VAC. PAY</b>	<b>BENEFITS</b>	<b>PENSION</b>	<b>TOTAL</b>
June 15, 2020	27.13	2.44	4.20	4.80	38.57
April 5, 2021	27.96	2.51	4.20	4.80	39.47
April 4, 2022	28.59	2.57	4.20	4.80	40.16
April 3, 2023	29.28	2.63	4.30	4.90	41.11
April 1, 2024	29.97	2.69	4.40	5.00	42.06

**Classification III(B):**

Float Driver over 25 tons

	<b>WAGE</b>	<b>VAC. PAY</b>	<b>BENEFITS</b>	<b>PENSION</b>	<b>TOTAL</b>
June 15, 2020	24.96	2.24	4.20	4.80	36.20
April 5, 2021	25.78	2.32	4.20	4.80	37.10
April 4, 2022	26.42	2.37	4.20	4.80	27.79
April 3, 2023	27.11	2.43	4.30	4.90	28.74
April 1, 2024	27.79	2.50	4.40	5.00	29.69

**Classification IV:**

Improver Mechanic, Curb Machine Operator, Boiler Fireman, Front End Loader under 1 ½ cu. yd., Grader Operator Class B., Improver Welder, Chip Spreading Machine Operator, Off Highway Type Earth & Rock Vehicle, Zoom Boom

	<b>WAGE</b>	<b>VAC. PAY</b>	<b>BENEFITS</b>	<b>PENSION</b>	<b>TOTAL</b>
June 15, 2020	23.96	2.15	4.20	4.80	35.11
April 5, 2021	24.79	2.23	4.20	4.80	36.06
April 4, 2022	25.42	2.28	4.20	4.80	36.75
April 3, 2023	26.11	2.34	4.30	4.90	37.70
April 1, 2024	26.80	2.41	4.40	5.00	38.65

**Classification V:**

Fuel and Lubricant Vehicle, Water Spreader Operator, Float 25 tons and under, Compactor and Roller Operator (on grade) Boom Truck Operator, Auger 8" and over, Pitman Type Truck 6 tons and Under, Skid Steer

	<b>WAGE</b>	<b>VAC. PAY</b>	<b>BENEFITS</b>	<b>PENSION</b>	<b>TOTAL</b>
June 15, 2020	22.95	2.06	4.20	4.80	34.01
April 5, 2021	23.77	2.14	4.20	4.80	34.91
April 4, 2022	24.41	2.19	4.20	4.80	35.60
April 3, 2023	25.10	2.25	4.30	4.90	36.55
April 1, 2024	25.78	2.32	4.40	5.00	37.50

**Classification VI:**

Oiler and Greaser, Farm Tractor Operator (When used for excavation or compaction) Mechanic's Helper, Surveyor Helper, Pumpman

	<b>WAGE</b>	<b>VAC. PAY</b>	<b>BENEFITS</b>	<b>PENSION</b>	<b>TOTAL</b>
June 15, 2020	22.30	2.00	4.20	4.80	33.30
April 5, 2021	23.13	2.08	4.20	4.80	34.20
April 4, 2022	23.93	2.15	4.20	4.80	34.89
April 3, 2023	24.62	2.21	4.30	4.90	35.84
April 1, 2024	25.31	2.27	4.40	5.00	36.79

**SCHEDULE B**  
**SEWER AND WATERMAIN**  
**WAGE RATES, HOURS OF WORK AND OVERTIME, STATUTORY**  
**HOLIDAYS AND VACATION PAY**

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**1. HOURS OF WORK AND OVERTIME**

- (a) Overtime at the rate of time and one half (1½) the employee's current hourly rate shall be paid to all employees, other than watchmen, for all work performed in excess of ten (10) hours per day, Monday to Friday inclusive, excluding travelling time to and from the job.
- (b) Overtime at the rate of time and one half (1½) the employee's current hourly rate shall be paid to all employees for all work performed on Saturday.
- (c) Overtime at the rate of double (2x) the employee's current hourly rate shall be paid to all employees for all work performed on Sundays and on the Statutory Holidays listed.

It is agreed to by the parties that on some projects, it may be beneficial to the Employees and the Employer to modify the hours of work. This may be considered, and if mutually agreed to by the parties, instituted on a project by project basis.

- (d) Employees will be allowed a one half (1/2) hour unpaid lunch break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break.
- (e) Notwithstanding (a) and (b) above, where a tender calling authority required the contractor not to work on Friday afternoon, the hours of work so lost may be made up at straight time. The contractor will notify the Union when this requirement exists, and the parties shall mutually agree on the hours of work for such projects.

**2. SHIFT PREMIUM**

A shift premium of one dollar (\$1.00) per hour will be paid for all work performed on a regular scheduled second shift or third shift. The Company will not discriminate against any employees because of his failure to work on Saturdays.

## SCHEDULE "C"

### 1. HEALTH PLAN AND PENSION PLAN

(a) The parties hereto agree that the employee benefit plans shall be jointly trusted by an equal number of trustees appointed by Employers and alike number of trustees appointed by the Union.

(b) The allocation of the contributions specified under the terms of the Agreement between the IUOE local 793 Members Life and Health Benefit Trust of Ontario and IUOE Local 793 Members Pension Benefit Trust of Ontario shall be as mutually agreed by the Health and Pension Trustees, and shall be distributed by an independent administrator appointed by mutual agreement of the Health and Pension Trustees.

2. (a) These monies shall be remitted in accordance with this Collective Agreement and shall be remitted by the 15<sup>th</sup> day of the month following the month in which the hours have been earned, together with supporting information entered on a Reporting Form as designated by the Trustees and at no time shall the contributions be paid directly to the employees.

(b) In the event an Employer fails to remit the contributions for the Health Plan by the 15<sup>th</sup> day of the month due, the Trustees may charge interest at the rate of two percent (2%) per month for any delinquent contributions 30 days in arrears, provided the Employer has received five (5) days prior written notice to correct such delinquency.

(c) With reasonable cause, the Trustees may request an Employer to submit to them within a stipulated period of time a certified audited statement of payroll contributions to these funds for a period not to exceed the period from the effective date of this Agreement until the date the audit takes place. Such statements shall reply to the questions submitted to the Employer by the Trustees.

(d) If the Employer does not submit the certified audited statement as per the above article, the Trustees may appoint an independent Chartered Accountant to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's records only with respect to the Employer's contributions or deductions to the required Employee Benefit Plan.

(e) Where the Trustees appoint an auditor the cost shall be born by the appropriate plans.

(f) In the event such audit reveals that the Employer has failed to remit contributions in accordance with the provisions of this Agreement, the Employer shall, within five (5) days of receipt of written notice from the Trustees, remit all outstanding contributions along with completed supporting contributions report forms as required by the Plan.

(g) When the Employer fails to remit all delinquent contributions the provisions of (b) shall apply and the Union on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employer under Section 124 of the Labour Relations Act of Ontario. All costs of such actions shall be born by the appropriate plan or fund unless otherwise recoverable.

(h) Where the Trustees deem an Employer to be persistently delinquent in the submission of contributions they may require the Employer to post a bond or certified cheque not to exceed \$2,500.00 to be held in trust by the Trustees for a period of time to be determined by the Trustees.

(i) If an Employer does not have any employees in his employ, he shall submit a NIL report in accordance with the provisions of previous clauses.

#### **EMPLOYER LABOUR RELATIONS FUND:**

Each Employer bound by this Agreement shall contribute five cents (5¢) per hour for each hour worked by each employee covered in this Agreement as such Employer's contributions to the administrative costs of the applicable Association.

#### **IUOE LOCAL 793 TRAINING FUND:**

The Union and the Employer agree to maintain and recognize the IUOE Local 793 Training Fund (Training Fund). The Training Fund shall be jointly trusted by an equal number of Trustees appointed by the Employer organizations and the Union.

Apprentices shall be indentured to the Training Fund or an Employer and the Training Fund shall have full authority over the Training, Education and Movement 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.

The Training Fund shall be responsible for the training, education and upgrading for all trainees and Operating Engineers.

Each Employer shall contribute Eighteen cents (18¢) per hour to the Training Fund for each hour earned by each employee in his employ, to be submitted with the Pension and Health Fund payments herein provided, and to be remitted to the Training Fund for the purpose of developing and implementing programs established by the Training Fund. This contribution will increase to \$.23, \$.28, \$.33 and \$.38 in 2021, 2022, 2023 and 2024 respectively.

**VACATION AND STATUTORY HOLIDAY PAY:**

Vacation and Statutory Holiday Pay shall be credited weekly to each employee covered by this Collective Agreement at the rate of 9% 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 5% 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 June and December in each year.

It is understood and agreed that the Statutory Holiday and Vacation Pay Credits will not exceed a total of 9% of gross wages.

Vacations may be taken at any time within the calendar year (without loss of position) and every effort shall be made to schedule vacations to benefit both the Employer and the Employee.

**STATUTORY HOLIDAYS:**

All work performed on the following holidays shall be paid for at double (2x) the regular rate of wages:

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

Should any of the above holidays occur on a Saturday or Sunday, such holiday shall be observed on the Monday and/or Tuesday following unless changed by mutual agreement between the Employer and the Union. No work shall be performed on Labour Day except to save life, limb, or property.

**DUES, FEES AND ASSESSMENTS:**

All dues, fees and assessments so deducted shall be remitted together with Benefit contributions as set out in this Agreement, on or before the 15<sup>th</sup> day of the month, following the month in which such deductions were made. The Employer shall, when making all remittances to the Union, identify employees both by name and Social Insurance Number and indicate the amount deducted from each employee.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(Hereinafter called the "Union")

**AND:**


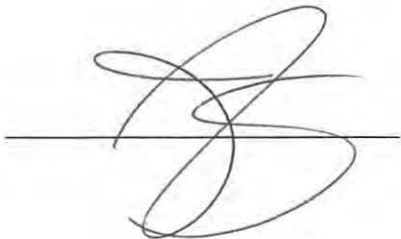
**ANMAR**  
(Hereinafter called the "Company")

Where a member is dispatched and that member is required to take specialty training to work on the project and where the company pays for the member to take the specialty training required to work on the project the union and the company hereby agree that should the member quit the employ of the company within 30 working days, subject to the grievance procedure, the cost of the training will be deducted from the employees final pay on a pro rated basis(cost of training divided by thirty (30) days minus days worked.

DATED at SUDBURY, Ontario, this 9<sup>th</sup> day of November, 2020.

SIGNED ON BEHALF OF  
COMPANY

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

  
Kirk Fournier, Area Business Rep