

COLLECTIVE AGREEMENT

BETWEEN:

AMBLER & CO. INC.

(hereinafter called the "EMPLOYER")

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(hereinafter called the "UNION")

January 1, 2021 to December 31, 2023

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AGREEMENT

BETWEEN: **Ambler & Co. Inc.**
 5804 Datsun Road
 Mississauga, Ontario L4W 1H2
 905-677-4574

hereinafter called the "Employer"

- and -

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

hereinafter called the "Union"

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish collective bargaining relations between the Employer and the Union, to continue the co-operation and spirit of goodwill between the Employer and its Employees, to provide machinery for the prompt disposition of grievances arising under this Agreement and to set forth negotiated conditions of employment for all employees who are subject to this Agreement.

ARTICLE 2 - DURATION OF AGREEMENT

- 2.01 This Agreement shall become effective on January 1, 2021 and shall remain in effect until December 31, 2023 and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination of, or proposed revision of this Agreement not more than ninety (60) days before the 31st day of December, 2020 or in a like period in any year thereafter.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees at all ArcelorMittal properties in the Province of Ontario save and except foreman and persons above the rank of foreman and office staff.
- 3.02 The Union recognizes that the Employer carries out its operations as a contractor and is subject to direction and to orders of third parties, the customer. Provided that such directions and orders are not contrary to the provisions of this agreement, both Employer and Union will make every attempt to meet the requirements of customer requests. Third parties are

Article 3 continued

prohibited from the administration of discipline. Where possible, the Employer shall obtain a letter of understanding from a Client and provide the Union with a copy as to explain denied access to a work area pertaining to a worker.

ARTICLE 4 - UNION SECURITY

- 4.01 All present employees will be required as a condition of continuing their employment to join the Union and to execute a Dues Deduction Authorization form on a form supplied by the Union either:
- a) on attaining seniority, or
 - b) within fifteen (15) days of the date of this Agreement, whichever last occurs.
- 4.02 All new employees hired on or after the date of this Agreement will be required, as a condition of employment to join the Union and execute a Dues Deduction Authorization form of the Union upon the completion of their probationary period.
- 4.03 a) The Employer agrees to deduct from the first pay cheque of each month the monthly dues, annual assessments and initiation fees of each seniority employee covered by this Agreement and to remit such monies as deducted to the Head Office of the Union not later than the 15th day of the month following the date upon which such Union Dues, Annual Assessments and Initiation Fee were deducted.
- b) The union shall notify the Employer of the amounts and any changes thereto of the above-mentioned deductions.
- 4.04 The Union must supply the Employer with applications for Union membership and Dues Deduction Authorization forms, which will be presented to all employees upon the completion of their probationary period. All completed copies of the application for Union membership form will be returned to the Union and will serve as notification of commencement of employment.
- 4.05 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 for each hour earned by each employee, which includes the hourly rate, vacation pay, health plan and pension plan contributions. Such deductions shall be forwarded along with the remittances required under Article 4 and supporting information shall be as required by the Trustees on the Reporting Forms. Such deductions shall be immediately paid to the Union by the administrator of the plans.

Article 4 continued

- 4.06 Effective December 1, 2014 the Employer shall deduct fifteen cents (\$0.15) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues.
- 4.07 The Employer shall first call the Union Office whenever personnel are required. If the Union cannot supply such personnel within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, the employer may secure such personnel from any other source. The employer may recall former regular employees through the Union Office who have been absent from the Employer up to twelve (12) months.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right without restriction, save and except as such prerogatives of management may be specifically modified by the terms and conditions of this Agreement.

Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

- a) To determine qualifications, classify, transfer, hire, direct, promote, demote, lay-off, discipline and discharge employees for just cause and to increase and decrease working forces, in accordance with the terms of this Agreement.
 - b) To determine the materials to be used, design of the products to be handled, facilities and equipment required, scheduling of work and locations of equipment.
 - c) To determine the rules and regulations to be observed by employees, violation of which may be the cause for discipline and may include discharge.
- 5.02 The Employer recognizes that the employee and the Union have recourse through the grievance procedure if they feel that the Employer has exercised any of the foregoing rights, contrary to the terms of this Agreement; and further that discipline and discharge shall only be exercised for just cause.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 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 interpretation, application or administration of this Agreement.
- 6.02 All grievances to be dealt with under Step Two below shall be in writing, on a form supplied by the Union and signed by the employee having such grievance.

Article 6 continued

- 6.03 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, by an Arbitration Board.
- 6.04 In determining the time which is allowed in the various steps, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing. Including Article 7.
- 6.05 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.
- 6.06 The Employer shall designate and name the official to whom a written grievance is submitted as Step #2.
- 6.07 It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his foreman or other supervisory personnel acting in this capacity and given him an opportunity of dealing with the complaint. His decision shall be made known to said employee within forty-eight (48) hours.

Grievances properly arising under this Agreement shall be adjusted and settled as follows:-

- STEP 1 - Within ten (10) days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee, with or without a union representative, shall present his grievance orally or 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 five (5) full working days, a grievance may be presented as indicated in Step 2 at any time within five (5) full working days thereafter.
- STEP 2 -
- a) At this step the grievance may be processed as an individual, joint or Union grievance and shall be presented in writing by a Union Steward or Representative to the Employer Official assigned to handle written grievances.
 - b) The Employer or the Union may process a written grievance at this step concerning any matters related to this Agreement including the Union's right to present an employee grievance in total.

ARTICLE 7 - ARBITRATION

- 7.01 The parties to this Agreement agree that any grievance which has been properly carried through all the steps of the Grievance Procedure outlined in Article 5 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 One or Two of Article 6.
- 7.02 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.
- 7.03 The party who made the request for arbitration shall notify the arbitrator of his or her appointment within ten (10) days following such appointment.
- 7.04 In the event of any inability of the appointed arbitrator to hear the grievance, the parties shall submit the matter to another mutually agreed upon 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 7.02, who shall appoint an arbitrator.
- 7.05 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.
- 7.06 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.
- 7.07 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.
- 7.08 The losing Party shall pay the expenses and fees of the other Party and the Arbitrator.

ARTICLE 8 - DISCHARGE AND DISCIPLINARY GRIEVANCES

- 8.01 In the event of a claim by an employee that they have been discharged or disciplined unjustly, a grievance may be filed at Stage 2 of the grievance procedure within five (5) working days of the discharge or disciplinary action.
- 8.02 Disciplinary records for lateness and/or absenteeism will be removed after a twelve (12) month period from the date of writing of the discipline, if there has not been another infraction of similar type.
- 8.03 Recession of Disciplinary records shall be extended for Employees on Leave of Absence, for the term of said leave.

ARTICLE 9 – HEALTH, SAFETY, SANITATION AND SHELTER

- 9.01 The Employer and Employees shall comply with all applicable provisions of Provincial Health, Sanitation and Safety Laws and Regulations, in addition to those policies established by the Employer and/or Customer. The Employer and the Union agree that they mutually desire to maintain high standards of safety and health on the job in order to prevent industrial injury or illness.
- 9.02 Employees shall not be required to work with unsafe equipment or where proper safeguards are not provided or under conditions which are injurious to health. Employees are required to report any unsafe conditions or unsafe equipment they observe.
- 9.03 When an Employee suffers an injury or illness which requires his absence, he shall report the injury or illness to the Employer as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary.
- 9.04 An Employee who suffers an injury while on the job shall report the injury to his Supervisor at the earliest available opportunity in accordance with any Ministry of Labour Regulations.
- 9.05 Safety Boots: One (1) pair of metatarsal safety boots per calendar year (Jan-Dec) will be provided to each employee covered under this collective agreement. As determined by the Company, boots will be exchanged at Company expense if it is determined unusual job conditions have resulted in damage of the Employee's safety boots and that continued use would result in a job site safety hazard. Safety boots that have been damaged by abuse or neglect by the employee will not be replaced.
- 9.06 The Employer shall furnish Personal Protective Equipment and supplies (not to include personal clothing) necessary to protect the employees from injury. Normal wear and tear of Employer provided items is expected. Employees will be liable for

Article 9 continued

the cost of items not returned for replacement or are destroyed due to abuse or neglect by the employee. Personal Protective Equipment includes but is not limited to Coveralls, Gloves, Respirators, Hard Hat, Safety Glasses, and Safety Harnesses.

- 9.07 An adequate supply of clean coveralls shall be supplied by the Employer to all employees. Employees are responsible for supplied coveralls and shall pay the current replacement cost if lost or stolen.
- 9.08 Adequate washroom and break/lunch room facilities will be provided by the Employer at the Employer's premises and kept in a sanitary condition. Employees will co-operate by observing the Employer's policies regarding housekeeping and cleanliness.
- 9.09 Joint Health and Safety Committee
- a) A Joint Health and Safety Committee (JHSC) shall be established which is composed of an equal number of Union and Employer representatives, with a minimum of four members. The JHSC shall be co-chaired by one union representative and one Employer representative. The JHSC shall hold meetings at least once per month, or more frequently if requested by the Union or by the employer to jointly consider monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be provided to the Union. An agenda for each meeting shall be exchanged by the parties one week prior to the monthly meeting if possible.
 - b) The Committee in paragraph (a) shall be the Joint Health and Safety Committee (JHSC) as specified in Section 9 of the Occupational Health and Safety Act. Pursuant to Section 9 (1*) of the Act, the Committee shall have both the functions and powers provided under the Occupational Health and Safety Act and under this Agreement.
 - c) Any worker representative on the JHSC shall be eligible to participate in training programs offered by the Workers Health and Safety Centre (WHSC). The Employer will provide paid time off for the representative to participate in this training at their applicable compensation package. The Employer will pay the costs of the registration and materials for the training programs.
 - d) A worker representative, who has completed the WHSC basic and advanced certification and any additional training which the Centre may specify, may be designated as a "Certified Health and Safety representative".

Article 9 continued

- e) The JHSC shall conduct a workplace hazard assessment. The purpose of the assessment is to determine the specific hazards of the workplace and to determine the additional training needs required. The committee shall decide what training is necessary.
- f) The Employer agrees that all occupational health and safety reports and those portions of other reports that deal with occupational health and safety issues, including the results of environmental and personal monitoring, shall be provided to the member of the JHSC. The members of the committee may then provide the expert(s) with the material provided by the Employer.

9.10 **Joint Health and Safety Committee Recommendations**

The Employer shall respond in writing within seven (7) working days, to any formal recommendation of the JHSC.

9.11 **Refusal of Unsafe Work**

The Employer agrees that in addition to complying with the current Occupational Health and Safety and Regulations for Industrial Establishments, revised Statutes of Ontario, 1999, (the Act), both part V – Right to Refuse or Stop Work Where Health or Safety is in Danger (Section 43 and 44) and Part VI – Reprisals by Employer Prohibited (Section 50) as written in the Act effective on August 17, 1999, will constitute a minimum standard of practice for the Employer and its employees, if these Sections of the Act are changed during the term of this agreement.

ARTICLE 10 - UNION REPRESENTATION

- 10.01 The Union Representative shall, in the course of their duties have access to the work site.
- 10.02 The Union Representative when on site, shall abide by all safety rules as stipulated in the appropriate safety acts or regulations.
- 10.03 The Steward or Stewards, where possible, will be responsible for reporting any complaints or grievances to the Employer and to the Union so that these may be dealt with in the proper manner without undue delay and such Steward or Stewards shall be allowed reasonable time to perform this function provided it does not interfere with his regular work.
- 10.04 The Employer agrees to provide the Union with bulletin boards in an appropriate area for the purpose of posting Union notices and official papers. Notices will be posted only by officers of the Union.

ARTICLE 11 - PRODUCTIVITY

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

ARTICLE 12 - PAYMENT OF WAGES

12.01 (a) Wages shall be paid by cash, cheque or direct deposit at the option of the Employer and no later than Thursday of each week.

(b) Accompanying each payment of wages shall be a retainable statement or with employee's consent, an electronic emailed statement, identifying both the Employer and the employee, showing the pay period, total hours marked "regular" and "overtime", the hourly rate, the total earnings, the amount of vacation pay, the amount and purpose of each deduction, the net earnings and year-to-date totals on all items described.

12.02 In the case of lay off all employees that are paid through direct deposit shall be paid up to date on the next regularly scheduled payroll deposit. All employees paid by cheque shall be paid up to date by cheque, forwarded by registered mail to their last known address within 48 hours of the lay-off. E.I. Record of Employment Certificates shall be electronically submitted within 5 business days.

12.03 (a) In the case of lay-off all employees will receive one (1) day's notice in advance. If the Employer fails to give the employee one (1) day's notice in advance of lay-off, then the employee shall be paid an additional day. When an employee quits a job he shall give the Employer one (1) day's notice.

(b) **Lay Off Procedure**

In the event of lay off of employees covered by this Agreement, the Employer shall abide by the following procedure provided the remaining employees are 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 in receipt of an I.U.O.E. Local 793 pension;
- iv) Last laid off shall be all other members of the Union.

ARTICLE 13 - SENIORITY

13.01 (a) Seniority is defined for the purpose of this Agreement as the length of continuous service in the employee's bargaining unit computed from the date ninety (90) calendar days prior to

Article 13 continued

the date such employee actually attained seniority by completing his probationary period in the manner set forth in Article 13.01(b) hereof, and shall apply only to the extent specifically provided in this Agreement.

(b) An employee having less than ninety (90) calendar day's of continuous service shall be considered a probationary employee and will have no seniority rights, but when such rights are acquired (subject to Article 13.01(a) hereof), seniority will be regarded as having started from the date ninety (90) calendar days immediately prior to acquiring such seniority. The Union will not question the lay-off or dismissal of any probationary employee.

- 13.02 In all cases of filling permanent job vacancies (except those in respect of positions excluded from the bargaining unit) and in all cases of decrease of the working force, the following factors shall be considered:
- (a) length of continuous service;
 - (b) experience, skill, efficiency and qualifications;
 - (c) physical fitness and reliability.

Where the qualifications in factors (b) and (c) are relatively equal in the judgment of the Employer, factor (a) shall govern, provided that management shall not exercise its judgment in an arbitrary manner.

- 13.03 It is understood that an employee covered by this Collective Agreement shall acquire and accumulate seniority rights only within the employee's bargaining unit.

13.04 Loss of Seniority

An employee shall lose all seniority and service rights if:

- (a) he quits his employment;
- (b) he is discharged for proper cause;
- (c) he is laid off for a period in excess of one (1) year;
- (d) he is on lay-off and fails to return to work within four (4) working days after the Employer mails notice of recall to the employee, or if he, within two (2) working days after such notice of recall is so sent, fails to notify the Employer of his intention to return to work;
- (e) he fails to return to work promptly after the expiration of any leave granted to him, unless he is excused by the Supervisor;
- (f) he absents himself from work without a reason satisfactory to the Supervisor;

Article 13 continued

- (g) his employment is terminated pursuant to the provisions of the Employment Standards Act, 1968, as amended by S.O. 1970, c45.
- 13.05 An employee shall not accumulate seniority for any purpose while;
- (a) absent from work for any period of time while participating in a strike;
 - (b) absent from work for more than three (3) months due to a leave of absence; or,
 - (c) away from work because of sickness for a period of more than one (1) year. An employee's reinstatement after sick leave will be conditional upon his supplying, when requested, a certificate from the physician that he is thoroughly recovered from the sickness which caused his absence.
- 13.06 A seniority list shall be prepared by the Employer and a copy shall be posted on the bulletin board. The list shall be revised every six (6) months and a copy will be furnished to the Union upon request.
- 13.07 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, such employee shall continue to accumulate seniority in the bargaining unit for a period of one (1) year after the date of such promotion but not thereafter. If the employee so promoted should at any time subsequent to the date of that promotion return to a position falling within the scope of the bargaining unit, such employee will be credited with seniority equal to the seniority that he had accumulated prior to the date of such promotion plus one (1) year.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 An employee may be granted a sixty (60) day leave of absence, without pay, for personal reasons if:
- (a) He requests it in writing from the Employer; and
 - (b) The leave is for acceptable reasons and does not interfere unduly with operations.
- 14.02 Such leave of absence may be extended for an additional thirty (30) day period if there is good reason and if the Employer and the Union agree. The employee must request the extension in writing prior to the expiration of the leave granted under Article 14.01 above.
- 14.03 Bereavement Leave: In the event of a death in the immediate family of an employee, the Employer shall grant up to a maximum of five (5) consecutive days Leave of Absence without loss of pay for the purpose of attending the funeral and/or making the funeral arrangements.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 It is understood and agreed, that the standard work week shall consist of five (5) days Monday to Friday. Ten (10) hours shall constitute a shift.
- 15.02 A shift premium of one dollar and twenty-five cents (\$1.25) per hour shall be paid for all hours worked on the second and third shift.
- 15.03 Nothing in this Article shall be so construed to mean a guarantee of hours of work per day or per week.
- 15.04 There shall be no pyramiding of overtime rates
- 15.05 Overtime at time and one-half (1-1/2) will be paid for hours worked in excess of ten (10) hours per day and double time (2X) for all hours worked in excess of twelve (12) hours per day Monday to Friday inclusive and all hours worked on Saturdays.
- 15.06 All work performed on Sundays shall be paid at double (2) the regular hourly rate.
- 15.07 Employees will be allowed a ten (10) minute rest period approximately half way through the first and second halves of their respective shift.
- 15.08 Employees working two (2) hours of daily overtime will be allowed a ten (10) minute rest period at the beginning of each two (2) hour period worked.
- 15.09 Employees are allowed a paid lunch period of one half hour (1/2), within the first five (5) hours of starting each day.

ARTICLE 16 - REPORTING TIME

- 16.01 An Employee who has been scheduled, reports for work at their regular time, without having been notified not to report, for whom work is not available shall be given four (4) hours work or four (4) hours pay in lieu thereof at the Employee's regular rate of pay. This provision shall not apply where the lack of work is due to circumstances beyond the control of the Employer.
- 16.02 An Employee who has already left the premises of the Employer after completing his regular scheduled shift and who is called back to work within eight (8) hours, shall be paid time and one-half (1½) their appropriate rate for all hours worked on recall, but in any event they shall be paid for not less than four (4) hours at time and one-half (1½) his regular rate of pay. An employee so called out shall be paid mileage to and from the job at fifty-five cents (\$0.55) per kilometre.

Article 16 continued

- 16.03 The Employer is responsible to attempt to contact an employee by placing a phone call for last minute schedule changes, or when work is cancelled. The Employer shall maintain a record of the time(s) the call(s) were placed as well as pertinent comments (i.e. whom the message was left with). No responsibility exists beyond this serious attempt to contact employees. It is the responsibility of the employee to ensure that the Employer has a current phone number at which they can be reached.

ARTICLE 17 – STATUTORY HOLIDAYS AND VACATION PAY

- 17.01 All work performed on the following holidays, and any additional holiday(s) proclaimed by the Provincial Government, shall be paid at double (2x) the regular rate of wages:

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

- 17.02 Vacation and Statutory Holiday Pay shall be paid weekly to each employee covered by this Collective Agreement, at the rate of ten percent (10%) of the gross wages earned, and income tax will be deducted weekly.

It is understood and agreed that four percent (4%) of the gross wages is to be considered Vacation Pay and six percent (6%) of the gross wages is to be in lieu of Statutory Holiday Pay.

It is understood and agreed that the Statutory Holiday and Vacation Pay will not exceed a total of ten percent (10%) of gross wages

- 17.03 Vacations may be taken at any time within the calendar year. An employee must notify the Employer in writing no less than thirty (30) days in advance to request a vacation for approval. The Employer agrees to respond to said vacation requests within five (5) business days of receipt of vacation request.

- 17.04 If the employee works their last scheduled shift prior to the holiday and their next scheduled shift after the holiday and has attained five (5) years of seniority or greater shall receive eight (8) hours straight time pay at their applicable rate for each statutory holiday as outlined in article 17.01

ARTICLE 18 - WELFARE

- 18.01 Effective January 1, 2021, the amount of monies to be paid into the Welfare Plan by the Employer shall be Four Dollars and Sixty Cents (\$4.60) per hour, January 1, 2022 Four Dollars and Sixty Five Cents (\$4.65), January 1, 2023 Four Dollars and Seventy Cents (\$4.70) for each hour earned by each employee in his employ, which monies shall be paid to the International Union of Operating Engineers, Local 793, Members Life and Health Benefit Trust of Ontario.

ARTICLE 19 - PENSION

- 19.01 Effective January 1, 2021, the amount of monies to be paid into the Pension Plan by the Employer shall be Three Dollars and Eighty Five Cents (\$3.85), January 1, 2022 Four Dollars and Ten Cents (\$4.10), January 1, 2023 Four Dollars and Thirty Five Cents (\$4.35) per hour for each hour earned by each employee in his employ, which monies shall be paid to the International Union of Operating Engineers, Local 793, Members Pension Benefit Trust of Ontario.

ARTICLE 20 - NO STRIKE, NO LOCKOUT

20.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Employer agrees that during the term of this Agreement, there shall be no lockout.

Dated at Hamilton this 12 day of Feb, 2021.

FOR THE EMPLOYER
Ambler & Co. Inc

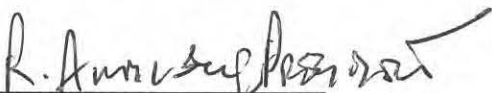
FOR THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, Local 793




Signature



Mike Gallagher, Business Manager




Please Print Name and Title
(Note: Please complete date line above)



Joe Redshaw, President

Address




Dave Turple, Vice President

City, Province, Postal Code




Rick Kerr, Treasurer

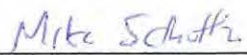
Telephone and Fax Numbers



Brian Alexander,
Recording-Corresponding Secretary

Email Address



Recommended by:
Mike Schutte
Business Representative


(Please Print Name)

SCHEDULE "A" - WAGES AND CLASSIFICATIONS

1.01 Wages and Classifications shall be as follows:

LEAD HAND

Date	Wage	VP/Stat	Pension	Welfare	Total
January 1, 2021	\$36.82	\$3.68	\$3.85	\$4.60	\$48.95
January 1, 2022	\$37.50	\$3.75	\$4.10	\$4.65	\$50.00
January 1, 2023	\$38.19	\$3.81	\$4.35	\$4.70	\$51.05

REMOTE TECHNICIAN

Date	Wage	VP/Stat	Pension	Welfare	Total
January 1, 2021	\$34.82	\$3.48	\$3.85	\$4.60	\$46.75
January 1, 2022	\$35.50	\$3.55	\$4.10	\$4.65	\$47.80
January 1, 2023	\$36.19	\$3.61	\$4.35	\$4.70	\$48.85

LABOURER

Date	Wage	VP/Stat	Pension	Welfare	Total
January 1, 2021	\$25.07	\$2.50	\$3.85	\$4.60	\$36.02
January 1, 2022	\$25.75	\$2.57	\$4.10	\$4.65	\$37.07
January 1, 2023	\$26.43	\$2.64	\$4.35	\$4.70	\$38.12

LABOURER 2

Date	Wage	VP/Stat	Pension	Welfare	Total
January 1, 2021	\$28.82	\$2.88	\$3.85	\$4.60	\$40.15
January 1, 2022	\$29.50	\$2.95	\$4.10	\$4.65	\$41.20
January 1, 2023	\$30.19	\$3.01	\$4.35	\$4.70	\$42.25

1.02 Notwithstanding anything to the contrary contained in this agreement, an employee shall be considered to be a probationary employee and he/she shall have no seniority until the completion of ninety (90) days of continuous service with the employer, after which time he/she shall become entitled to seniority as per Article 13.

1.03 Probationary employees shall be paid three (\$3.00) dollars less than the Labourer rate as described in Schedule "A", Article 1.01, and receive no pension or benefit contributions until they have attained seniority as described in Article 13.

LETTER OF UNDERSTANDING

BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(the "Union")

- and-

AMBLER & CO. INC.

(the "Employer")

RE: SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

WHEREAS the Union and the Employer are parties to a collective agreement effective January 1, 2021 to December 31, 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 Employer 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 Employer 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 the Employer 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 11 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 an insurer or provider of SUB Plan benefits. The financial obligation of the Employer 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 shall not be liable to any employee or the Union for SUB Plan top-up payments.
 - a. 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.


7. 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 shall not be requested or required to participate in any such dispute,
8. The Union agrees to save harmless and indemnify the Employer from and against any claim, charge, tax, penalty, damages or demand which might be made upon the Employer 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.
9. in addition, the Union agrees to indemnify the Employer 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.
10. 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.
11. If the Canada Revenue Agency and Service Canada approval, in accordance with paragraph 10, is not received by December 31, 2021, this Letter of Understanding will become null and void.
12. 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.

13. This Letter of Understanding is being entered into on a without precedent prejudice basis.
14. 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.

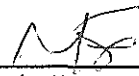
DATED at Hamilton, this 12 day of Feb, 2021.

SIGNED ON BEHALF OF:
AMBLER & CO. INC.

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



Rupert Ambler,
President



Mike Schutte,
Business Representative