

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**7305516 CANADA LTD. O/A  
CANADYNE NAVIGATION  
(hereinafter called the "EMPLOYER")**

**- and-**

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

**December 1, 2020 to November 30, 2023**

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MASTER PORTION

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## **COLLECTIVE AGREEMENT**

**BETWEEN:** **7305516 Canada Ltd. o/a**  
**Canadyne Navigation**  
127 Frank Street  
Carleton Place, ON K7C 3A2  
PH (613) 253-7502; FX: (613) 492-1119

hereinafter called the "Employer"

- and-

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

hereinafter called the "Union"

### **ARTICLE 1 - SCOPE**

1.1 The Employer and the Union hereby agree that the following terms and conditions constitute a binding Collective Agreement between the parties for Marine construction projects performed by the Employer within the Province of Ontario.

### **ARTICLE 2 - RECOGNITION**

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees working within the Province of Ontario engaged in marine excavation and/or marine construction work save and except foreman, persons above the rank of foreman, surveyors, tug boat captains and marine engineers. The Employer agrees to employ only members of the International Union of Operating Engineers, Local 793 to perform such work and the Union agrees to give preference for all employees performing work covered by the classifications as listed in the schedule(s) attached hereto.
- 2.2 For all non-construction work not covered by Article 2.1 above, the Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees working in the Province of Ontario, excluding sales staff, office staff, and supervisory personnel.
- 2.3 For all construction industry work not covered by Article 2.1 above, the Employer also recognizes the Union as the sole and exclusive bargaining agent for:
- (a) all its employees performing work in all sectors of the construction industry in the Province of Ontario, save and except the industrial, commercial and

institutional sector, non-working forepersons and persons above the rank of non-working foreperson, and any employees covered by a subsisting collective agreement.

- (b) all its employees engaged in the operation of cranes, shovels, bulldozers and similar equipment, and those primarily engaged in the repairing and maintaining of same, and employees engaged as surveyors in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario, save and except non-working forepersons and persons above the rank of non-working forepersons.
- 2.4 The Employer and Union will meet to negotiate the terms of a Collective Agreement applicable to all non-construction work covered by Article 2.2 above. Notice to bargain shall be deemed to have been given on the date of execution of this Memorandum of Agreement. The parties agree to meet within thirty (30) days of signing this Agreement.
- 2.5 For all construction industry work covered by paragraph 2.3 above that is not covered by a Collective Agreement between the Union and an accredited Employer's Organization or Employer Association as set out in Appendix "B", the Employer agrees as follows:
- a) For all work performed in the Heavy Engineering sector in the Province of Ontario, the Employer agrees to recognize, observe and be bound by all the terms, conditions, provisions (both monetary and non-monetary) and all of the relevant schedules of the current Collective Agreement between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency ("the Provincial Collective Agreement") including any amendments and renewals thereof.
  - b) For all work in the road building and sewers and watermain, and residential sectors in the Province of Ontario, the Employer shall be bound to and apply the terms and conditions of the Union's applicable standard area Collective Agreement.
- 2.6 For clarity, the Employer agrees that it is bound to and shall apply the terms and conditions of the Collective Agreements set out in Appendix "B" attached herewith.
- 2.7 In the event that any of the above-noted Collective Agreements do not contain a classification or classifications relevant to the work being performed by the Employer, rates for such classifications shall be agreed upon by the Union and the Employer as conditions indicate.

### **ARTICLE 3 - UNION SECURITY**

- 3.1 The Employer agrees that all current and future employees covered by this Agreement shall as a condition of employment, after fifteen (15) days from the signing of this Agreement, become and remain members in good standing of the Union.
- 3.2 The Employer may recall employees who have worked for the company and may have been laid off within the previous twelve (12) month period and must inform the Union of such rehiring. It is understood and agreed that all employees shall have Clearance Cards before commencing work or as otherwise agreed to between the Employer and the Union. Such Clearance Cards will not be unreasonably withheld. A telephone clearance by the Employer is acceptable within forty-eight (48) hours of the employee commencing work.

The Employer and the Union agree that employees to be hired for work as Licensed Tug Boat Operators and Divers may be hired through the Union Office or any other source.

- 3.3 The Employer agrees that whenever personnel are required they shall first call the Union office in whose geographic jurisdiction the project is located who shall attempt to supply such personnel as soon as reasonably possible.

In the event that the Union cannot supply qualified and competent personnel within 48 hours from the Employer's call to the Union office, the Employer may then hire personnel from any source.

- 3.4 All employees in the employ of the Employer shall, when working in a position within the bargaining unit described in Article 2 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 (15th) day of the following month to the Financial Secretary of the Union. The Employer shall, when remitting such dues and assessments, name the employees from whose pay such deductions have been made and their Social Insurance Numbers, also the names of any employees who have left the employ of the Employer since the last payment, and the names of employees who have been hired by the Employer, together with their addresses and the jobs on which they are working.

The Employer agrees to deduct from each employee in the bargaining unit, working dues at the rate of two percent (2%) of the total monetary package for each our 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 11 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.

The Employer shall deduct forty cents (\$0.40) 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.

- 3.5 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. For all of the classifications listed in this Agreement, the Employer must assign the work to the Operating Engineers.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 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 men required at any or all locations, to determine the kinds and location of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency.
  - b) To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined or disciplinarily demoted 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 to be observed by employees. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 5.1 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.
- 5.2 All grievances to be dealt with under Step 2 below shall be in writing, on a form supplied by the Union and signed by the employee having such grievance.
- 5.3 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.

- 5.4 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.
- 5.5 If advantage of the provisions of Article 5 and 6 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.
- 5.6 The Employer shall designate and name the official to whom a written grievance is submitted as Step 2.
- 5.7 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 Company 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 6 - ARBITRATION**

- 6.1 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 5.

- 6.2 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.
- 6.3 The party who made the request for arbitration shall notify the arbitrator of his or her appointment within ten (10) days following such appointment.
- 6.4 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 6.2, who shall appoint an arbitrator.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 The losing Party shall pay the expenses and fees of the other Party and the Arbitrator.

#### **ARTICLE 7 - UNION REPRESENTATION**

- 7.1 The Business Representative of the Union shall be permitted to visit the job site or board any ship, tug, dredge or barge of the Employer during working hours. He must produce identification and report to the Senior Representative of the Employer in each instance. He will be allowed reasonable access to contact members but his visit shall not interfere with the progress of the work.
- 7.2 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.
- 7.3 The Union Steward will be the last employee on the job within their classification provided they are capable of doing the work. No discrimination shall be shown



against the Steward for carrying out their duties, which they shall perform the same way as any other employee and shall be allowed a reasonable amount of time during working hours to perform the work of the Union but shall not abuse that privilege.

#### **ARTICLE 8 - NO STRIKE, NO LOCKOUT**

- 8.1 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.
- 8.2 The words "strike" and "lockout" in this Agreement shall mean "strike" and "lockout" as defined in the Ontario Labour Relations Act.
- 8.3 The Union agrees it will not involve the Employer in any dispute which may arise between the Union and any other company and the employees of such other company. The Union further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.
- 8.4 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 9 - SAFETY, SANITATION AND SHELTER**

- 9.1 Employees must be provided with adequate protection from the weather and falling materials or other hazards on the job. The Employer shall provide an adequate supply of safety hooks, all of which shall be kept in good condition.
- 9.2 In co-operation with the Employer's overall program of accident control and prevention, the Steward shall report to the foreman for immediate corrective action, any unsafe conditions, unsafe acts or violation of safety regulations.
- 9.3 Every employee shall, as a condition of employment, be required to own and wear a safety helmet of a type approved by the Construction Safety Association and the Employer agrees that such helmets may be purchased from him at cost. Special clothing 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.
- 9.4 Dredges and Drill boats shall be equipped with suitable washroom facilities sufficient in size to accommodate the traffic of the personnel involved. A space shall be provided for the use of employees to hang clothing.
- 9.5 Employees required to work from open boats shall be supplied with suitable life jackets.
- 9.6 Employer to make available a copy of the Federal Health and Safety Regulation upon request.

- 9.7 The Employer agrees to reimburse employees, classified as Mechanics, upon presentation of their receipt, up to two hundred and twenty-five dollars (\$225.00) per year towards the purchase of work boots.
- 9.8 No entertainment devices such as cell phones, i-Pods, Smart Phones, MP3 Players and/or similar devices shall be used during working hours: nor shall they be turned on, except during lunch breaks, job-site emergencies, or when prior approval is obtained from the employee's Supervisor.
- 9.9 The parties jointly acknowledge the importance of health and safety on jobsite, which includes that all employees report to work fit to perform their duties and free of impairment for any reason including from drugs and alcohol for the duration of the entire shift. The Employer and Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse and misuse having regard to human rights considerations and Employer safety concerns. This includes but is not limited to making referrals to the DeNovo Treatment Centre and/or other employee assistance programs. The Parties further agree to establish a standing joint labour-management committee composed of an equal number of representatives of the Employer and an equal number of representatives of the Union to review, on an ongoing basis and without limitation, the current state of the law, developments in technology relating to drug and alcohol testing and implementing a joint drug and alcohol policy.

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

- 10.1 a) Wages shall be paid each week by cheque or electronic deposit no later than Thursday by 5:00 p.m.
- b) Accompanying each payment of wages shall be a retainable statement, or with employees consent, an electronically emailed statement identifying both the Employer and the employee, showing 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 and the net earnings.
- 10.2 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.
- Notification 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.
- 10.3 When laid off, employees shall be allowed sufficient time with pay to clear up their personal and Company property on the job site.

- 10.4 When employees who are laid off and are not paid up to date by cheque or direct deposit, as per Article 10.2, or if the Employer fails to submit employment records as stated above, the Employer shall pay eight (8) hours pay at the regular hourly rate for each additional regular working day the employee is required to wait for his pay and records after giving notice to the Employer and giving the Employer four (4) hours to correct such default.

## **ARTICLE 11 - HEALTH AND PENSION PLANS**

- 11.1 Effective December 1, 2020, Employers shall contribute in total:

\$12.62 per hour to the International Union of Operating Engineers, Local 793 Member's Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Member's Pension Benefit Trust of Ontario (the "Pension Plan") for each hour worked by each employee in his employ.

Effective December 1, 2021, the total Employer contributions of \$12.62 per hour shall increase to \$12.82 per hour worked.

Effective December 1, 2022, the total Employer contributions of \$12.82 per hour shall increase to \$12.92 per hour worked.

It is agreed that Employers 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 set out in Appendix "A" of this Agreement.

- 11.2 a) 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 two percent (2%) per month (24% Per Annum) shall be paid from the due date and in addition the delinquent Employer may be required by the Trustees of the funds to deposit with the Trustees a Two Thousand, Five Hundred Dollar (\$2,500.00) cash bond.
- b) In the event that a grievance alleging that an Employer has failed to remit the proper contributions, deductions or remittances to any Trust Fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:
- A statement signed by a member of the Union, a Business Representative a Trustee or the Administrator of a Trust Fund, shall be prima facie evidence of the number of hours worked by members of the Union and of a failure to make the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the Employer with proper documentary evidence.

- c) If the Ontario Labour Relations Board or an Arbitrator to which a grievance alleging failure to make appropriate payments to a Trust Fund or an Administrator as required by this Agreement is litigated and the Board determines that an Employer has violated the Agreement, then the Ontario Labour Relations Board or the Arbitrator shall also require the Employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses and Business Representatives, conduct monies, cost incurred in serving a summons, any expenses incurred by the Union pursuant to Section 126(4) or otherwise, for the Arbitrator.
  
- d) If the Ontario Labour Relations Board determines that the Employer has not violated the Agreement, then the Ontario Labour Relations Board or the Arbitrator shall require the Union to pay all costs to the Employer as required to in sub-paragraph (c) above.

#### **ARTICLE 12 - SCHEDULES**

12.1 The schedules attached hereto are hereby made a part of the Agreement.

#### **ARTICLE 13 - DUTIES**

- 13.1 The employees covered by this Agreement shall perform the necessary and customary duties of their department, skill or trade, but in the event of necessity arising on craft or float, all employees shall perform any duties directed by the Master or Superintendent for the safety of the ship, equipment or crew or vessels in distress or of lives in jeopardy at sea, and overtime shall not be paid for such work. It is understood that this provision for overtime payment is subject to the terms and conditions of Schedule "B" attached hereto.
  
- 13.2 All employees shall carry out their respective duties in the performance of fire drills, lifeboat drills or other drills as required by law, and as directed by the Master from time to time, provided always that such drills shall not be considered overtime.

#### **ARTICLE 14 - GENERAL**

- 14.1 Operators required to operate equipment in two-rate classifications during the same shift shall be paid the higher classification rate for the shift.
  
- 14.2 Employees required to supply their own tools shall be provided a suitable and safe place to keep said tools.
  
- 14.3 It is agreed that all employees of the Employer will be permitted a rest break of ten (10) minutes in each half of their respective shifts, during regular hours and shift work.

- 14.4 It is agreed that no employee covered by this Agreement shall receive a reduction in their rate of wages through the introduction of these schedules.
- 14.5 Rates for new types of equipment shall be classified and agreed upon by the Union and the Employer as conditions indicate.
- 14.6 **Apprentices** - The Parties hereto agree that the use of 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. On projects where two (2) or more cranes are being utilized, the Employer shall employ a crane apprentice. The apprentice shall also perform other duties covered by the I.U.O.E. Local 793 agreement.

0-2000 hours	- 50%
2001 - 4000 hours	- 65%
4001 - 6000 hours	- 80%

- 14.7 **Training Fund** - Effective December 1, 2020, the Employer shall contribute the sum of seventy two cents (\$ 0.72) per hour for each hour worked by each employee covered by this Agreement to the International of Union Operating Engineers, Local 793 Training Fund.

Effective December 1, 2021, the Employer shall contribute the sum of seventy seven (\$0.77) cents per hour for each hour worked by each employee covered by this Agreement to the International Union of Operating Engineers, Local 793 Training Fund

- 14.8 Effective Dec 1, 2020, the Employer shall contribute the sum of five cents (\$0.05) per hour for each hour worked by each employee covered by this Agreement to the National Training Fund.
- 14.9 When the masculine gender is used in this Agreement, the Agreement shall be read as if the feminine gender was included, and all the terms and conditions of the Agreement shall be applied equally to all members of the Union without discrimination of any nature whatsoever because of race, sex, religious beliefs, political opinions or any other ground prohibited by the Ontario Human Rights Code.

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

- 15.1 Overtime at the rate of double (2x) time shall be paid to all employees for all work performed on the following holidays:

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

It is agreed that Heritage Day will be recognized as a holiday herein under, if and when it is proclaimed such by the Canadian Government.

- 15.2 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.
- 15.3 Vacation and Statutory Holiday credits shall be paid to employees covered by this Collective Agreement at the rate of ten percent (10%) of the gross wages earned. It is understood and agreed that six percent (6%) of the gross wages is to be considered in lieu of Statutory Holiday Pay and four percent (4%) Vacation Pay. It is further understood that Vacation Pay and Statutory Holiday Pay will be paid to employees weekly. It is understood and agreed that the Statutory holiday and Vacation pay will not exceed a total of 10% of gross wages.
- 15.4 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.

#### **ARTICLE 16 - REPORTING ALLOWANCE**

- 16.1 An employee who reports for work at the Employer's job site or shop, unless directed not to report the previous day by his company and for whom no work is available due to reasons other than inclement weather, shall receive a minimum of four (4) hours' reporting time and shall remain at other work if requested to do so by the foreman.
- 16.2 An employee who reports for work at the Employer's job site or shop, unless directed not to report and for whom no work is available due to inclement weather, shall receive a minimum of two (2) hours' reporting time provided the employee remains on the job for one hour after his designated starting time, if requested to do so by the foreman.
- 16.3 It is understood that employees receiving reporting allowance under the terms of Clause 16.1 and 16.2 shall also receive travel allowance where applicable.

#### **ARTICLE 17 - DURATION OF AGREEMENT**

- 17.1 This Agreement shall become effective December 1, 2020, and shall continue in effect until November 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 representative as of the date and year first above written.

DATED THIS 11<sup>th</sup> DAY OF December, 2020.

**ON BEHALF OF THE EMPLOYER:**

**7305516 CANADA LTD. O/A CANADYNE NAVIGATION**

127 Frank Street  
Carleton Place ON K7C 3A2  
TEL: 613-253.7502  
FAX: 61.492.1119  
[philip.jenkins@rogers.com](mailto:philip.jenkins@rogers.com)

  
\_\_\_\_\_  
Signature

Philip Jenkins.  
\_\_\_\_\_  
Print Name


**ON BEHALF OF THE UNION:**

**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 Gerry St. Jacques, Business Representative

**SCHEDULE "A"**

**CLASSIFICATIONS AND WAGES**

Engineers operating cranes, derricks, draglines, mobile cranes and divers.

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	TOTAL
December 1, 2020	\$ 41.13	\$ 4.11	\$ 5.59	\$ 7.03	\$ 57.86
December 1, 2021	\$ 42.26	\$ 4.23	\$ 5.79	\$ 7.03	\$ 59.31
December 1, 2022	\$ 43.32	\$ 4.33	\$ 5.89	\$ 7.03	\$ 60.57

2. Engineers operating backhoes, suction dredges, dipper operators, leverman, spider cranes, divers' tenders

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	TOTAL
December 1, 2020	\$ 40.65	\$ 4.07	\$ 5.59	\$ 7.03	\$ 57.34
December 1, 2021	\$ 41.79	\$ 4.18	\$ 5.79	\$ 7.03	\$ 58.79
December 1, 2022	\$ 42.84	\$ 4.28	\$ 5.89	\$ 7.03	\$ 60.04

3. Engineers operating backhoes, suction dredges, dipper operators, leverman, spider cranes, divers' tenders

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	TOTAL
December 1, 2020	\$ 35.38	\$ 3.54	\$ 5.59	\$ 7.03	\$ 51.54
December 1, 2021	\$ 36.37	\$ 3.64	\$ 5.79	\$ 7.03	\$ 52.83
December 1, 2022	\$ 37.28	\$ 3.73	\$ 5.89	\$ 7.03	\$ 53.93

4. Winchman, deckhand ,oiler, R.O.V Operator, H & S Rep

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	TOTAL
December 1, 2020	\$ 28.72	\$ 2.87	\$ 5.59	\$ 7.03	\$ 44.21
December 1, 2021	\$ 29.43	\$ 2.94	\$ 5.79	\$ 7.03	\$ 45.19
December 1, 2022	\$ 30.17	\$ 3.02	\$ 5.89	\$ 7.03	\$ 46.11



5. Tender Diver Trainee (1 to 80 wet days)

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	TOTAL
December 1, 2020	\$ 26.73	\$ 2.67	\$ 5.59	\$ 7.03	\$ 42.02
December 1, 2021	\$ 27.48	\$ 2.75	\$ 5.79	\$ 7.03	\$ 43.05
December 1, 2022	\$ 28.16	\$ 2.82	\$ 5.89	\$ 7.03	\$ 43.90

6. Tender Diver (81 to 160 wet days)

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	TOTAL
December 1, 2020	\$ 30.84	\$ 3.08	\$ 5.59	\$ 7.03	\$ 46.54
December 1, 2021	\$ 31.70	\$ 3.17	\$ 5.79	\$ 7.03	\$ 47.69
December 1, 2022	\$ 32.49	\$ 3.25	\$ 5.89	\$ 7.03	\$ 48.66

7. Lead Diver (161 to 260 wet days)

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	TOTAL
December 1, 2020	\$ 34.96	\$ 3.50	\$ 5.59	\$ 7.03	\$ 51.08
December 1, 2021	\$ 35.94	\$ 3.59	\$ 5.79	\$ 7.03	\$ 52.35
December 1, 2022	\$ 36.84	\$ 3.68	\$ 5.89	\$ 7.03	\$ 53.44

Employees called upon to act in a temporary supervisory capacity shall be paid two dollars (\$2.00) per hour above their regular trade classification rate.

**Shift Premium**

Any shift other than days, a one dollar and fifty cent (\$1.50) shift premium will be applied.

## SCHEDULE "B"

### 1. HOURS OF WORK

- 1.1 The regular hours of work for employees engaged in work covered by this Agreement shall be fifty (50) hours per week, Monday to Friday.
- 1.2 It is agreed and understood by both parties that after a maximum of five (5) hours from shift commencing, a one-half (½) hour unpaid lunch period shall be observed.

### 2. OVERTIME

- 2.1 a) Overtime at the rate of time and one-half (1½) the employee's regular hourly rate will be paid for all work performed in excess of ten (10) hours per day or fifty (50) hours per week, exclusive of travel. (Overtime will only be paid once for the same hour.)
- b) Overtime at the rate of time and one-half (1½) the employee's regular hourly rate will be paid for all work performed on Saturday.
- c) All hours worked on Sunday and Statutory Holidays shall be paid at double (2x) the regular hourly rate.

### 3. COMMUTING, TRANSPORTATION AND TRAVEL ALLOWANCE

- 3.1 A commuting, transportation and travel allowance shall be paid where employees are required to travel a distance (calculated in accordance with the remainder of this Article) to a job site on the following basis for each day worked:

#### PER DAY WORKED

Kilometers	Miles	Dec 1, 2020
0 kms up to 80 kms	0 miles up to 50 miles	\$0.00
Over 80 kms up to 120 kms	Over 50 miles up to 75 miles	\$70.00
Over 120 kms	Over 75 miles	\$100.00

- 3.2 Area Union Halls are located in the following locations across Ontario:

Barrie	Sault Ste. Marie
Belleville	St. Catharines
Cambridge	Sudbury
Hamilton	Thunder Bay
London	Timmins
Oshawa	Toronto

Ottawa  
Sarnia

Windsor

- 3.3 The allowance as set out in 3.1 above will be paid and calculated based on the distance from the City Hall at the Employer's home base (location of their main office in Ontario) to the job site by the most direct practical route. Where additional employees are required and dispatched, the allowance will be paid and calculated from the City Hall in the City from which such employees are dispatched (as listed in 3.2) to the job site, with the distance being computed on the basis of kilometers (or miles) by the most direct practical route.
- 3.4 Men shall report at the assembly point in time to reach the dredge at the regular starting time of their designated shifts.
- 3.5 Employees who absent themselves from work without permission from the Employer shall receive no travel allowances for days not worked.
- 3.6 **Living and Meal Allowance for Projects Over 120km.**  
An employee, who is required by the Employer to stay out of town overnight, shall be paid per night stayed while out of town;

Date	Amount
Dec 1, 2020	\$142.41
Dec 1, 2021	\$146.68
Dec 1, 2022	\$151.08

Or, where the employee elects to stay in available Employer provided accommodation, the meal allowance shall be sixty-five (\$65) dollars for each night the employee is required to stay out of town. Such accommodation shall be no more than one (1) employee per bedroom and shall be mutually acceptable to the employer and the employee.

Employees travelling to an out of town project over 120km and are required by the Employer to stay out of town overnight, shall be reimbursed as per Article 3.1 and 3.6 on the first day travelled.

Employees working out of town shall be reimbursed as per Article 3.1 on the last day worked and are directed by the Employer to return to home base.

- 3.7 When an employee is required to use their automobile in the course of their duties, they shall be paid when travelling from home base to the project, project to project and from the project back to the home base as per the following amounts:

Date	Amount
Dec 1, 2020	\$0.55 per kilometer
Dec 1, 2021	\$0.57 per kilometer
Dec 1, 2022	\$0.58 per kilometer

## **SCHEDULE "C"**

### **APPLICABLE TO DIVERS, DIVERS' TENDERS AND APPRENTICE (TRAINEES)**

- (a) The Employer agrees to hire and employ divers, divers' tenders and apprentice (trainees) in accordance with the terms and conditions of this Collective Agreement when they are available.
- (b) The Union agrees to supply divers who are qualified to work under all conditions peculiar to the area such as: diving through the ice, cold water, strong currents, murky water etc.; where visibility is zero and the diver must train himself to meet these conditions, plus be able to use the various tools necessary to properly do the work involved.
- (c) Work covered by this Agreement shall be submarine diving such as all new construction, re-construction, repairing, inspecting, removing, and recovering of all objects on or below the water surface where divers are needed.
- (d) Personal diving equipment supplied by the diver must meet all requirements, for diving equipment, as specified in the CSA standard Z275.2. The equipment shall be suitable for him to descend comfortably to the maximum working depth required. When regulation requires or when the diver is using surface supplied diving equipment all equipment required will meet the requirements of CSA standard Z275.2.
- (e) The Employer shall supply to the diver all other tools and equipment relevant to diver's work; including scuba tanks surface supplied diving masks and helmets and buoyancy compensator if required, and shall also be supplied with a competent tender, as per CSA standard Z275.2, such equipment shall be in good condition at the commencement of employment. In a one day emergency situation, the diver will supply the necessary diving equipment.
- (f) In a period of a regular working day, Monday to Friday, divers shall receive divers' rates for time spent out of water that is needed to safeguard diver's health.
- (g) Any loss or damage done to the diver's personal equipment in the performance of his work, except for normal wear and tear, shall be repaired or replaced by the employer.
- (h) When the temperature is below 40 degrees Fahrenheit, or 5 degrees Celsius, the diver will make his dives, where such conditions warrant it, with greater periods of rest in between, for the purpose of health and safety.
- (i) Reasonable amount of time shall be allowed the diver to dress and undress.
- (j) The diver when required shall provide the Employer with proof that he has been examined by a duly licensed physician and found to be physically fit to perform underwater work. Qualified tenders who have six (6) months or more experience and meet the requirements of CSA standard Z275.4 can be used as divers at the divers' rate of pay.

- (k) The minimum divers' rate of pay shall be as per the divers Schedule 'A' as attached to this article.
- (l) The maximum time a diver is required to work in different depths of water shall be the optimum time as listed in the latest DCIEM or Canadian Forces Diving tables until government regulations changing this are implemented, at which time the new regulations will apply
- (m) A suitable enclosure heated when necessary, shall be provided for the diver to change in. When the water temperature is 40 degrees Fahrenheit or 5 degrees Celsius or less, this change room shall be located on or as near as possible to the point where the dives are being made.
- (n) The diving tenders' rate shall be as set out in Schedule "A". Overtime for diving tenders shall be two (2) times the regular rate. Overtime for divers and tenders shall apply after eight (8) hours per day Monday through Friday and on holidays, weekends, etc. as defined in this Agreement.
- (o) Tenders' work shall consist of tending the diver as ordered by the diver. A tender shall receive additional assistance when required so as not to leave the diver unattended.
- (p) The tenders shall work the same hours as the divers while tending and shall take directions from the diver and no one else until released from tending duties by the diver, when he is no longer submerged.
- (q) If an operating engineer, regularly employed by the Employer at the project is selected by the diver as a tender, he shall return to work under his regular foreman after his duties as tender are completed.
- (r) All tenders shall be qualified as such and have proof of competency to CSA standard 2275.2.
- (s) Divers, in addition to their regular rate of pay, shall receive a daily depth allowance as follows:
 

110' or over or 33.528 m or over	\$0.50 per foot from the surface
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- (t) Divers and tenders shall have complete Provincial mobility. A diver and tender shall register by telephone with the local union hiring hall having jurisdiction over the area where the work is to be performed. All benefits and remittances will be remitted in accordance with Article 11.
- (u) The Employer will supply suitable room and board in accordance with Schedule B.

## 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 Dec 1, 2020:**

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan dollar bank, five dollars and fifty nine cents (\$5.59) to the Health Plan and seven dollars and three cents (\$7.03) to the Pension Plan;
- (ii) for employees with more than \$6,750.00 in their Health Plan dollar bank, twelve dollars and sixty two cents (\$12.62) to the Pension Plan;

### **Effective December 1, 2021:**

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan dollar bank, five dollars and seventy nine cents (\$5.79) to the Health Plan and seven dollars and three cents (\$7.03) to the Pension Plan.
- (ii) for employees with more than \$6,750.00 in their Health Plan dollar bank, twelve dollars and eighty two cents (\$12.82) to the pension Plan.

### **Effective December 1, 2022:**

- (i) for employees with \$6,750.00 or fewer dollars in their Health Plan dollar bank, five dollars and eighty nine cents (\$5.89) to the Health Plan and seven dollars and three cents (\$7.03) to the Pension Plan.
- (ii) for employees with more than \$6,750.00 in their Health Plan dollar bank, twelve dollars and ninety two cents (\$12.92) to the Pension Plan.

## APPENDIX "8"

- (a) For all construction industry work covered by a Collective Agreement between the Union and an accredited Employer's Organization or Employer Association, the parties agree that the collective agreements and obligations outlined herein shall apply. With respect to work not falling within the scope of the foregoing collective agreements which the Employer acknowledges it has received copies of and reviewed, the Employer agrees that Notice to bargain shall be deemed to have been given on the date of execution of this memorandum of agreement. The parties agree to meet within thirty (30) days of signing this agreement to negotiate a collective agreement applicable to all such work.
- (b) With respect to work performed or undertaken or contracts let or sublet in the Pipeline Sector of the construction industry, the Employer and the Union hereby acknowledge and agree to recognize, observe and be bound by all the terms, conditions, provisions (both monetary and non-monetary) and all of the relevant schedules of the applicable Collective Agreement (i.e. mainline, distribution and maintenance) between the Pipe Line Contractors Association of Canada and the International Union of Operating Engineers ("the Pipeline Agreements"), including any renewals thereof, as if the same were made between the Union and the Employer;
- (c) With respect to work performed or undertaken or contracts let or sublet in the Electrical Power Systems Sector of the construction industry, the Employer and the Union hereby acknowledge and agree that in respect of Electrical Power Systems Sector work performed on Ontario Power Generation Inc. (OPG) and Hydro One property, they will recognize, observe and be bound by all the terms, conditions, provisions (both monetary and non-monetary), and all of the relevant schedules of the current Collective Agreement between the Electrical Power Systems Construction Association and the International Union of Operating Engineers ("the EPSCA Agreement"), including any amendments and renewals thereof; and that in respect of all other Electrical Power Systems Sector work, they will recognize, observe and be bound by all the terms, conditions, provisions (both monetary and non-monetary), and all of the relevant schedules of the Union's standard Provincial Electrical Power Systems Sector Agreement ("the Provincial Electrical Power Systems Sector Agreement"), including any amendments and renewals thereof.
- (d) With respect to work performed or undertaken or contracts let or sublet in the Roads Sector of the Construction industry in OLRB Geographic Area 8 and the County of Simcoe, the Employer and Union hereby acknowledge and agree that they will be bound by all of the terms, conditions, provisions (both monetary and non-monetary), and all of the relevant schedules of the current Collective Agreement between the Toronto and Area Road Builders

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Association and the International Union of Operating Engineers, Local 793 ("the TARBA Agreement"), including and amendments and renewals thereof.

- (e) With respect to work performed or undertaken or contracts let or sublet in the Sewer and Watermain Sector of the Construction industry in OLRB Geographic Area 8 and the County of Simcoe and OLRB Geographic Area 18, the Employer and Union hereby acknowledge and agree that they will be bound by all of the terms, conditions, provisions (both monetary and non-monetary), and all of the relevant schedules of the current Collective Agreement between the Metropolitan Toronto Sewer and Watermain Contractors Association and the International Union of Operating Engineers, Local 793 ("the Sewer and Watermain Agreement"), including and amendments and renewals thereof.
- (f) With respect to work performed or undertaken or contracts let or sublet in the Industrial, Commercial and Institutional Sector of the construction industry, the Employer and the Union hereby acknowledge and agree to recognize, observe and be bound by all the terms, conditions, provisions (both monetary and non-monetary) and all of the relevant schedules of the current Collective Agreement between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency ("the Provincial Collective Agreement") including any amendments and renewals thereof.
- (g) With respect to work performed or undertaken or contracts let or sublet in the Roads, sewers and watermains and the heavy engineering sectors of the construction industry in OLRB Geographic Area 15, the Employer and the Union hereby acknowledge and agree to recognize, observe and be bound by all the terms, conditions, provisions (both monetary and non-monetary) and all of the relevant schedules of the current Collective Agreement between the National Capital Roadbuilders Association and the International Union of Operating Engineers, Local 793 ("the NCRBA Agreement") including any amendments and renewals thereof.
- (h) With respect to work performed or undertaken or contracts let or sublet in respect of highrise forming work in the Province of Ontario, the Employer and the Union hereby acknowledge and agree to recognize, observe and be bound by all the terms, conditions, provisions (both monetary and non-monetary) and all of the relevant schedules of the current Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario ("the Formwork Agreement") including any amendments and renewals thereof.



- (i) With respect to work performed or undertaken or contracts let or sublet in respect of utility construction in the Province of Ontario, the Employer and the Union hereby acknowledge and agree to recognize, observe and be bound by all the terms, conditions, provisions (both monetary and non-monetary) and all of the relevant schedules of the current Collective Agreement between The Utility Contractors' Association of Ontario Incorporated ("the Utility Agreement") including any amendments and renewals thereof.
  
- j) Notwithstanding the foregoing, that upon the parties to the Pipeline Agreement, the EPSCA Agreement, the Provincial Collective Agreement, the TARBA Agreement, the Sewer and Watermain Agreement, the NCRBA Agreement, the Formwork Agreement, and the Utility Agreement entering into any amendment or renewal thereof, the parties hereto shall be bound by the same as if original parties hereto and the Employer shall execute such documents as may be presented to ii by the Union in order to confirm and acknowledge such intention.