

DEMOLITION AGREEMENT
TRIPLE M DEMOLITION INC.



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



Effective Date: May 1, 2019
Expiry Date: April 30, 2022

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COLLECTIVE AGREEMENT

Between:

TRIPLE M DEMOLITION INC.

hereinafter referred to as the “Employer”

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

hereinafter referred to as the “Union”

WHEREAS the Union and the Employer are desirous of establishing a form of standard Collective Agreement with respect to employees engaged in demolition and wrecking work within the geographical area defined herein so as to provide uniform interpretation, application and administration of the relationship established;

IT IS EXPRESSLY AGREED TO AND DECLARED BY THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 – SCOPE

- 1.01** It is agreed that the following type of work falls within the jurisdiction of this Collective Agreement.
- 1.02** The Union undertakes and agrees that it has jurisdiction and its members will do and perform all work required to be performed by the Employer regardless of classification in connection with the “Wrecking Industry” including wrecking, demolition, dismantling and salvage of any buildings, bridges, houses, fences, platforms, loading docks and/or miscellaneous structures of all types, including the erection and removal of scaffolding, canopies, fences, outriggers, platforms, chutes, barricades, etc., in whole or in part and all incidental work characteristics traditionally performed and will do and perform all work of every nature whatsoever as required to completely and/or partially remove and transport any structures and all components, attached or included parts, materials and articles, and will do and make repairs and adjustments as required, and the Union undertakes and agrees that it will to these ends defend all its rights to do all this work in the event of any jurisdictional disputes and further agrees that, should any of this work be claimed by any other craft or Union, that this work will not cease in the event of a threatened strike or strikes called by crafts or Union over the jurisdiction contained herein whether or not employed thereon.

ARTICLE 2 – RECOGNITION

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the Province of Ontario; save and except non-working foremen, persons above the rank of non-working foreman, office, clerical and sales staff and persons covered by a subsisting collective agreement.
- 2.02** It is expressly understood and agreed that all work in connection with renovations is not covered by this Agreement. It is also expressly understood and agreed that the term “renovation” as used herein, means

Article 2 Continued...

reconstruction, building and new construction work commencing after demolition, wrecking or salvage but does not include any work defined in **Article 1.02** above.

2.03 It is expressly understood and agreed that the terms and conditions of this Agreement, save and except as provided in the attached Schedules and Appendices, shall apply.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of the Employer;

- (a) to conduct their 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 employees required at any or all operations, to determine the kinds and locations 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, layoff, suspend or otherwise discipline employees, provided that a claim by an employee that they have been discharged or disciplined 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 the employees; and it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 – UNION SECURITY

4.01 The Employer agrees that all present 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.

4.02 All employees hired on or after the signing of this Agreement shall, as a condition of employment, become and remain Union members in good standing within fifteen (15) calendar days of the date of employment.

4.03 The Employer and the Union agree that employees to be hired for work under **Schedules “A”, “B”, “C”, “D”, “E”, and “F”** may be hired through the Union Office located in the geographic area described in the Schedule. Before a new employee starts work, the employee must have an official Clearance Card issued by the Union Office, unless other arrangements are made by the Union's Dispatcher. If the Union cannot supply within 48 hours, excluding Saturdays, Sundays and holidays, then the Employer may hire from any other source.

4.04 Subject to the IUOE, LIUNA and Triple M Demolition protocol, employees hired from “any other source” as contemplated in **Article 4.03**, shall make application to become a member of the Union within fourteen (14) days of hiring or be replaced upon written request by the Union. The Employer shall notify the Union within twenty-four (24) hours of an “any other source” hiring.

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

Article 4 Continued...

- (a) Temporary Employees shall be defined as employees who are in receipt of a retirement pension from I.U.O.E. Local 793 Pension Plan. Any employee who is in receipt of a retirement pension from I.U.O.E. Local 793 Pension Plan shall not be entitled to recall.

4.06 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.

4.07 **Lay-off Procedure**

In the event of lay-off of employees covered by this Agreement, the Employer shall abide by the following procedure:

- (a) First laid-off shall be applicants for membership in the Union;
- (b) Second laid-off shall be members of the Union from out-of-province working on permits or travel cards;
- (c) Third laid-off shall be members of the Union who are in receipt of a retirement pension from the I.U.O.E., Local 793 Pension Plan;
- (d) Last laid-off shall be all other members of the Union.

4.08 The Employer shall engage only those sub-contractors (or equipment from these sub-contractors) who are in contractual relations with the Union to perform work covered by this Agreement.

4.09 If the Employer engages in construction work other than the work described in **Article 1** of this Collective Agreement and such work comes within the scope of existing Collective Agreements established by the Union, then the Employer agrees to be bound by the rates and conditions within the Collective Agreement applicable for such work.

4.10 When new classifications are established, wages will be negotiated between the Employer and the Union. If the parties fail to agree on such rates, the matter may be referred to arbitration by either party under **Article 6** of the Agreement

4.11 All employees in the employ of the Employer shall, when working in a position within the bargaining unit described in **Article 1** hereof, be required as a condition of employment, to sign an authorization for dues check-off and assessments, and any such authorization shall be in duplicate and shall be signed by the employee concerned and duly witnessed.

The Employer agrees to recognize such check-off authorization and to deduct whatever sum may be authorized for Union dues and assessments from the first pay due each calendar month and to remit same not later than the fifteenth (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 including their Social Insurance Numbers, the names of any employees who have left the employ of the Employer since the last remittance, and the names of employees who have been hired by the Employer, together with their addresses and the jobs on which they were working.

Article 4 Continued...

4.12 Working Dues Check-Off

The Employer agrees to deduct from each employee in the bargaining unit, Working Dues at the rate of two percent (2%) of the total monetary package which includes the hourly rate, vacation pay, health plan and pension plan contributions for each hour earned by each employee, and such deductions shall be forwarded along with the remittances required under **Article 16**, and supporting information shall be as required by the Trustees on the Reporting Forms. Such deductions shall be immediately paid to the Local Union by the Administrator of the Plans.

4.13 Advancement Dues Check-Off

The Employer shall deduct fifty-cents (**\$0.50**) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues.

4.14 DeNovo Treatment Centre

The Employer shall contribute two cents (**\$0.02**) per hour to the Health Plan for each hour earned by each employee in its employ as a DeNovo Treatment Centre contribution, to be submitted with the Health and Pension Fund payment herein provided

4.15 IUOE Local 793 Trades Training Fund

The Employer shall contribute twenty cents (**\$0.20**) per hour for each hour earned by each employee covered by this Agreement, as the Employer's contribution to the International Union of Operating Engineers, IUOE Local 793 Training Fund.

Effective May 1, 2020, this amount shall increase from twenty cents (\$0.20) to forty-five cents (**\$0.45**).

Effective May 1, 2021, this amount shall increase from forty-five cents (\$0.45) to fifty-four cents (**\$0.54**).

4.16 National Training Fund

The Employer shall contribute five cents (**\$0.05**) per hour to the National Training Fund for each hour earned by each employee in its employ, to be submitted with the Pension and Health Fund payments herein provided for the purpose of developing and implementing programs established by the National Training Fund.

4.17 The Employer shall remit such contributions together with other contributions under **Article 4** and **Article 19** as per **Appendix "A"**, together with supporting information as requested by the Trustees on the Reporting Forms.

4.18 The Employer and the Union shall hold a pre-job meeting involving any project at the request of either party.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01** 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.
- 5.02** All grievances to be dealt with under **STEP TWO** below; shall be in writing, on forms supplied by the Union and signed by the employee having such grievance.
- 5.03** Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change at later steps except by mutual agreement in writing with the Employer, or in the case of remedy, an Arbitrator.
- 5.04** In determining the time which is allowed in the various steps of **Articles 5 and 6**, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.
- 5.05** If advantage of the provisions of **Articles 5 and 6** hereof are 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.
- 5.06** The Employer shall designate and name the official to whom a written grievance is submitted at Step #2.
- 5.07** It is understood and agreed that an employee does not have a grievance until the employee has discussed the matter with their foreman or other supervisory personnel acting in this capacity and given the Employer an opportunity of dealing with the complaint. The Employer's decision shall be made known to said employee within forty-eight (48) hours. Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1 - Within ten (10) full working days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee and/or a Union Representative, shall present the grievance in writing to the official of the Employer named by the Employer to handle grievances at this step.

If a settlement satisfactory to the Union and employee concerned is not reached within two (2) full working days, the grievance may be presented as indicated in **STEP TWO** at any time within five (5) full working days thereafter or if the grievance involves monetary, discipline or discharge matters, not involving the interpretation of the Agreement, to final and binding determination.

STEP 2 - Should no satisfactory settlement be reached within five (5) full working days after the meeting, the grievance may be submitted to arbitration.

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

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

Article 5 Continued...

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

- b) No decision or settlement involving any grievance which has been dealt with at **STEP ONE** above, other than grievances which have been properly referred to final and binding determination, shall be used by any party as a precedent in future cases and shall be treated as only applicable to the grievance in question.

5.08 Notwithstanding the above, a grievance concerning wages and fringe benefits may be presented within thirty (30) days after the circumstances giving rise to the grievance occurred or originated and further provided that a grievance concerning Welfare or Pension contributions may be presented within thirty (30) days after the particulars of such grievance should have reasonably become first known to a Union Representative.

ARTICLE 6 – ARBITRATION

6.01 The parties to this Agreement agree that any grievance which has been properly carried through all of the steps of the Grievance Procedure outlined in **Article 4** may be referred to determination by a single Arbitrator mutually agreed on by the parties or to the Ontario Labour Relations Board for final determination within twenty (20) working days after completion of **STEP TWO** of **Article 5.07**.

6.02 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*.

6.03 The party who made the request for arbitration shall notify the Arbitrator of their appointment within ten (10) days following such appointment.

6.04 In the event of any inability of the appointed Arbitrator to hear the grievance, the parties shall submit the matter to another mutually agreed on Arbitrator. Should the parties be unable to agree on the selection of a new arbitrator within a reasonable period of time after becoming aware of the inability of the first Arbitrator to serve, the matter may be referred by either party to the Minister of Labour in the same manner as that outlined in **Article 6.02**, who shall appoint an Arbitrator.

6.05 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.

6.06 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.

6.07 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.

6.08 Each of the parties to this Agreement will bear the fifty percent (50%) of the fees and costs of arbitration before a private Arbitrator.

ARTICLE 7 - NO STRIKE, NO LOCKOUT

- 7.01** 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.
- 7.02** It will not be considered a violation of this Agreement for employees to refuse to cross a legal picket line, however, the Union agrees to grant permission to the Employer to remove equipment from behind a picket line when reasonably possible and where the Employer is not involved.

ARTICLE 8 - UNION REPRESENTATION

- 8.01** Representatives of the Union shall have access to all jobs and the Employer's yard or shop, but in no case shall their visits interfere with the progress of the work, unless it is necessary to correct a violation of safety regulations. When visiting a job site or the Employer's yard or shop, the representative of the Union will advise someone from supervision of their presence.
- 8.02** The Employer agrees to recognize such reasonable number of Stewards as may from time to time be appointed by the Union. In each case where a Steward has been appointed, the Union shall notify the Employer of such appointment in writing.
- 8.03** Whenever possible, considering the nature of the work to be done, the Steward shall be the last employee covered under the terms of this Agreement to remain working provided the Steward is competent and capable of doing the remaining work. If, in the event the Union Steward is laid off, the Steward shall be the first called back, provided the Steward is competent and capable of doing the work.
- 8.04** The Employer agrees that the Union may appoint a committee person(s) for the purpose of negotiating the Collective Agreement. The Employer agrees that it shall not discriminate against those employees selected by the Union for the purposes of negotiating the Collective Agreement.
- 8.05** Reasonable time shall be allowed a Steward to perform their duties; however these shall not interfere with their regular work and normal progress.
- 8.06** No discrimination shall be shown against any Steward for carrying out their duties.

ARTICLE 9 - PAYMENT OF WAGES

- 9.01** Wages shall be paid weekly by cash, cheque or Electronic Fund Transfer (EFT) at the option of the Employer, and accompanying each payment of wages shall be a retainable 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 in lieu of Statutory Holiday Pay, the amount and purpose of each deduction, and the net earnings.

It is further agreed that an employee's pay slip may be delivered electronically to the employee and will show the number of hours worked in each week. Notwithstanding the foregoing, the Employer agrees to provide a pay slip in hard copy to any employee who so requests in writing.

- 9.02** When an employee is laid off, they shall receive their pay in full on or before the next regular pay day, and electronic submission of Record of Employment to Service Canada shall be within five (5) business days of layoff.

Article 9 Continued...

- 9.03** When employees who are laid off are not paid on the next regular pay day as per **Article 9.02**, and should the Employer fail to remit 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 their pay and records after notice given to the Employer and giving the Employer two (2) business days to correct such fault.

ARTICLE 10 – HEALTH AND SAFETY, SANITATION AND SHELTER

- 10.01** In the event that any of the provisions of this Agreement are found to be in conflict with any applicable Federal or Provincial Law, now existing, or hereinafter enacted, it is agreed that such Law shall supersede the conflicting provision, unless said provision provides greater right or benefit. If such law supersedes a provision in the agreement, it shall not affect the remainder of the Agreement. It is understood and specifically agreed that should any part of this Agreement be rendered invalid, the recognition and scope provision of **Articles 1 and 2** shall remain in full force and effect.
- 10.02** The Employer shall provide employees with such protective clothing and equipment as required to work, including but not limited to dangerous, corrosive and toxic materials, including and without limiting the generality of the foregoing, asbestos, winter and wet-weather clothing, including rain suits, rubber boots, gloves, and non-prescription safety glasses as needed.
- 10.03** When issuing Personal Protective Equipment (PPE), the Employer shall ensure that such equipment is consistent with the Manufacturer's specifications, including an acceptable program of cleaning, sanitizing, and storage. The employee will ensure, upon receipt of such equipment, their PPE is in operational condition.
- 10.04** The parties shall establish a Joint Health and Safety Committee to establish rules in connection with safety, sanitation, shelter, protective clothing and equipment.
- 10.05** The Union recognizes the right of the Employer to economically supervise the distribution of the PPE, clothing and equipment provided and will co-operate with the Employer to prevent wasteful practices.
- 10.06** The Employer shall supply at no cost to the employee, a CSA approved safety helmet. Every employee shall, as a condition of employment, own and wear CSA approved safety protective footwear and other personal protective equipment required in the normal course of their duties. This does not include Employer supplied PPE as described in **Article 10.02**. The Employer agrees to pay each employee a boot allowance of ten dollars (\$10.00) for each calendar month worked.
- 10.07** In co-operation with the Employer's overall program of accident prevention, employees shall report to the foreman for immediate corrective action any unsafe conditions, unsafe acts, and violations of safety regulations.
- 10.08** The Employer shall provide a proper and adequate place of shelter, sufficiently heated and securely locked in which employees may eat their lunch and store their clothing. Sanitary toilets shall be provided in accordance with the Occupational Health and Safety Act. This provision will have been complied with if the Employer has made arrangements with the General Contractor or the owner of the project of the use of existing facilities.

Article 10 Continued...

- 10.09** The Employer shall, at their own expense, furnish to any employee injured at work immediate conveyance and transportation to a hospital or to a physician if deemed necessary. It is agreed that an ambulance shall be used where necessary and possible.
- 10.10** An employee who is injured at work and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at their regular rate of pay.
- 10.11** The Employer agrees that upon presentation of a valid receipt, the Employer shall promptly reimburse regular employees for each of the following fees:
 - (a) Annual membership fee and/or professional fees to applicable governing body up to a maximum of One Hundred and Fifty Dollars (\$150.00)
 - (b) Obtaining an applicable medical report for AZ and DZ license requirements up to a maximum of One Hundred and Fifty Dollars (\$150.00)
- 10.12** The parties jointly acknowledge the importance of health and safety on jobsites, 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 right 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 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.
- 10.13** No entertainment or personal communication devices such as cell phones, and/or similar devices shall be used during working hours, nor shall they be turned on, except during lunch break, regular work breaks, job site emergencies, or where prior approval is obtained from the employee’s supervisor.

ARTICLE 11 – GENERAL

- 11.01** It is further agreed that no employee covered by this Agreement shall receive a reduction in wages and conditions through the introduction of the Schedule.
- 11.02** Employees required to supply their own tools shall be provided a suitable and safe place to keep said tools.
- 11.03** Employees, who perform the work of more than one (1) classification in a pay period, shall be paid for the full pay period at the rate for the classification in which they spend the majority of their time that pay period.

ARTICLE 12 - VACATION PAY AND STATUTORY HOLIDAY PAY

12.01 The following Statutory Holidays shall be observed:

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

Article 12 Continued...

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

Should any of the above holidays occur on a Saturday or Sunday, such holiday shall be observed on the Friday, Monday and/or Tuesday following unless changed by mutual agreement between the Employer and the Union.

12.02 Vacation and Statutory Holiday Pay shall be paid weekly to each employee covered by this Collective Agreement, at the rate of 10% of the gross wages earned, and income tax shall 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.

12.03 The Employer will endeavour to allow employees to take a minimum of two (2) weeks' vacation during the regular work season (May to November). Requests for vacation shall not be unreasonable denied.

12.04 Employees shall make all requests for vacation in writing, a minimum of thirty (30) days in advance of the requested time off. Notwithstanding certain unanticipated circumstances that may arise which may necessitate scheduled vacation to be rescheduled, the Employer reserves the right to reschedule the vacation to a time mutually agreed upon by the Employer, and the employee.

ARTICLE 13 – REST PERIODS AND LUNCH BREAK

13.01 Employees shall be allowed a one-half (1/2) hour unpaid lunch break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break.

13.02 Employees will be granted a paid fifteen (15) minute coffee break in each half of shift at a time designated by the Employer.

13.03 Where an employee is required to work more than two (2) hours past their regularly scheduled shift, the Employer shall provide a hot meal, where practical, or a dinner allowance of twenty-five dollars (\$25.00).

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 The standard work week shall consist of forty-four (44) hours per week or nine (9) hours per day. The regular day shift shall be between the hours of 6:00 a.m. and 6:00 p.m., Monday to Friday inclusive.

14.02 All work performed in excess of the hours noted in paragraph **Article 14.01** above and on Saturday shall be deemed overtime work. The employee shall be paid at the rate of time and one-half (1-1/2) their regular rate for the first two (2) hours of overtime work and double time (2x) their regular rate for all hours worked thereafter.

14.03 Overtime for all work performed on Sunday and the Statutory Holidays listed in **Article 12.01** shall be paid at the rate of double (2x) the employees' regular hourly rate of wages

ARTICLE 15 - SHIFT WORK

- 15.01** All shift work including all work performed between the hours of 4:00 p.m. to 6:00 a.m., Monday to Saturday exclusive, shall be paid at a premium of four dollars (\$4.00) per hour.
- 15.02** All shift work performed in excess of nine (9) hours shall be paid at the applicable overtime rate as per **Article 14.02**, and include applicable shift premium in **Article 15.01** for all hours worked.

ARTICLE 16 - REPORTING ALLOWANCE

- 16.01** An employee who reports for work as usual, unless directed not to report the previous day by his Employer, shall receive a minimum of four (4) hours' pay at the applicable rate, and travelling expenses and shall remain at other work of his craft, if requested by the foreman.

An employee directed to work after noon lunch period and who commences to work shall also be subject to a minimum of four (4) hours' pay at the applicable rate for the remainder of his shift.

- 16.02** In the case of employees who are requested to and do report for work on Saturdays, Sundays and Holidays, the minimum hours applicable shall be four (4) hours at the applicable rate, overtime provisions and travelling expenses.
- 16.03** **Inclement Weather** - Three (3) hours' pay, together with applicable travelling expenses, shall be paid by the Employer when an employee covered by this Agreement reports to work at the Employer's shop or job, but work is not available due to inclement weather, provided the employee remains on the job for one (1) hour after their designated starting time.

No reporting pay shall be paid where an employee has been informed not to report for work and such information has been given to them prior to 9 p.m. the previous day. If an employee is directed to work and commences to work, **Article 16.01** shall apply.

ARTICLE 17 - OUT-OF-TOWN ALLOWANCES AND TRAVELLING TIME

- 17.01** Should the Employer require an employee to be out of town overnight, the Employer shall provide clean, suitable and maintained single occupancy lodging and shall pay the employee a meal allowance of sixty (\$60.00) per day.
- 17.02** Employees required to drive/operate an Employer vehicle for the purpose of transporting other employees shall be paid their regular hourly rate for all time spent driving with the passenger in the vehicle. Employees required to drive/operate an Employer vehicle with no passengers shall receive a travel allowance of Eleven Dollars (\$11.00) per day for Zone 2 and Fifteen Dollars (\$15.00) per hour for Zone 3.
- 17.03** The mileage and travel allowance shall not apply when employees are transported in an Employer vehicle by the Employer in Zone 1. Employees transported in Employer-supplied transportation shall receive a travel allowance of Eleven Dollars (\$11.00) per day for Zone 2 and Fifteen Dollars (\$15.00) per hour for Zone 3.
- 17.04** Travelling expenses for employees required to take their own vehicle to a job shall be paid as per the following three (3) Zone systems:

Article 17 Continued...

- (a) **Zone 1** - will be comprised of an area included in a radius of forty (40) kilometers where the Employer's primary base of operations is the centre. Where the Employer has multiple yards, the address of the home base yard for each employee shall be mutually agreed upon in writing between the Union and the Employer.
- (b) **Zone 2** – Area outside Zone 1 and within a radius of eighty (80) kilometres of the employees' home base.
- (c) **Zone 3** – Area outside of Zone 2.

17.05 ZONE 1

An employee travelling to a jobsite and home from a jobsite in their own vehicle inside Zone 1 will receive no daily mileage. An employee required by the Employer to use their own vehicle to travel between jobsites within Zone 1 shall be paid a mileage allowance of fifty-six cents (\$0.56) per kilometre.

17.06 ZONE 2

- (a) An employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 2 shall be paid a mileage allowance of fifty-five cents (\$0.55) per kilometre from the boundary of Zone 1 to the job, and fifty-five cents (\$0.55) per kilometre from the job to the boundary of Zone 1 and a travel allowance of eleven dollars (\$11.00) per day.
- (b) Employee required to be out of town for a specific project that is located in Zone 2, the Employer shall have transportation paid for or supplied by the Employer from the project site to the employee's home base and return once every week.

17.07 ZONE 3

- (a) An employee working within Zone 3 shall be paid fifteen dollars (\$15.00) per hour for travel allowance from their place of lodging to the project and return when they are a passenger in Employer-provided transportation.
- (b) An employee required by the Employer to use their own vehicle to travel from their home base to a project, travel to, from, or in-between jobsites and return to their lodging or home base in Zone 3 shall be paid a mileage allowance of fifty-five cents (\$0.55) per kilometre plus a travel allowance of fifteen dollars (\$15.00) per day. Zone 1 conditions do not apply when the employee travels to or from their home base at any point during the duration of the project.
- (c) Employees required to be out of town for a specific project that is located in Zone 3, the Employer shall have transportation paid for or supplied by the Employer from the project site to the employees' home base and return once every two (2) weeks.

17.08 For projects located outside of the Province of Ontario, employees shall be allowed to return to their home base once every three (3) weeks as per the Zone 3 format.

17.09 For all work where the employee is required by the Employer to remain out of town, the employees are guaranteed nine (9) hours per day Monday through Thursday and eight (8) hours on Friday.

Article 17 Continued...

- 17.10** The option to use either Employer-supplied transportation or their personal vehicle to travel to and from work is at the sole discretion of the employee.
- 17.11** **PARKING** – For employees required to use their own vehicle to travel to and from a project site, the Employer shall provide parking in close proximity to the project site at no cost to the employees. If the employees are required to obtain their own parking, they shall be reimbursed up to a maximum of eighteen dollars (\$18.00) per day upon submission of an original valid receipt within fifteen (15) days of the date on the receipt.

ARTICLE 18 – TRAINING AND APPRENTICES

- 18.01** Employees are to be paid at straight time rates of pay for all training required by the Employer.
- 18.02** The parties hereto agree that the use of Trainees and Apprentices will be permitted. It is the intention of both parties that said Apprentices shall be given the training and guidance in the operation of available equipment on site as and when available.
- (a) The parties agree that Heavy Equipment Operator Apprentices shall be indentured to the Training Fund or an Employer and the Training Fund shall have full authority over the training and education of all Apprentices and the Union shall accept as members of the Union all Apprentices who are approved by the Training Fund and indentured to the Training Fund or an Employer.
 - (b) The Training Fund shall be responsible for the training, education and upgrading of all Apprentices and Operating Engineers.
 - (c) An Indentured Heavy Equipment Apprentice entering the industry who has taken pre-employment training through the Operating Engineers Training Institute of Ontario will work for their first 1,000 hours at sixty percent (60%) of the current base rate for the machine which they are operating.
 - (d) When an Apprentice has completed their first 1,000 hours, plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer and the Training Fund, each Apprentice will be employed for the next 1,000 hours at seventy-five percent (75%) of the current base rate for their classification.
 - (e) When an Apprentice has completed 2,000 hours, plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer and the Training Fund, each Apprentice will be employed for the next 1,000 hours at eighty-five percent (85%) of the current base rate for their classification.
 - (f) After Completion of 3,000 hours of on-the-job training and all related training as from time to time specified by the Training Fund, the Apprentice will then fit into the workforce at the rate of pay provide for in the Collective Agreement.
 - (g) Hours spent at the Training Institute shall constitute hours worked for the purposes of rate increases.

Article 18 Continued...

- (h) The Employer shall make every effort to keep Apprentices on a steady basis in order to complete their training hours as quickly as possible.
- (i) The Employer shall request Apprentices through the Union's district offices, who will in turn notify the Training Fund located at 2245 Speers Road, Oakville, Ontario. All dispatching of Apprentices shall be done from the appropriate Union district office under the direction of the Training Fund.
- (j) The ratio of Trainees/Registered Apprentices employed by the Employer may be a minimum of one (1) Trainee/Registered Apprentice to the first nine (9) Journeyman Operating Engineers in their employ unless otherwise agreed to in writing by both parties. The maximum number of Trainees/Registered Apprentices employed by the Employer at the same time shall be no more than four (4).

ARTICLE 19 – PENSION, BENEFIT AND SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLANS

19.01

- (a) **Effective May 1, 2019**, The Employer shall contribute in total Eleven Dollars and Fifty-Five Cents (**\$11.55**) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in its employ.

Effective May, 1 2020, the total Employer contributions of Eleven Dollars and Fifty-Five Cents (**\$11.55**) per hour earned shall increase to Twelve Dollars and Ninety-Two Cents (**\$12.92**) per hour earned.

Effective May 1, 2021, the total Employer contributions of Twelve Dollars and Ninety-Two Cents (**\$12.92**) per hour earned shall increase to Thirteen Dollars and Eighteen Cents (**\$13.18**) per hour earned.

It is agreed 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 these two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of the Employer and employee to the Health Plan and Pension Plan, as set out in **Appendix "A"** of this Agreement.

It is understood and agreed that \$15 per month (or such other amount as may be designated by the trustees) of contributions designated as "Benefit Contributions" under the Collective Agreement are to be contributions to the IUOE Local 793 Group Legal Benefit Trust.

- 19.02** The parties hereby agree to establish a Supplementary Unemployment Benefit Plan ("SUB Plan") to provide certain monetary benefits to members who become unemployed and otherwise qualify under the terms of the SUB Plan.

- (a) **Effective May 1, 2020**, the Employer shall contribute Five Cents (**\$0.05**) per hour earned for each employee in its employ.

Article 19 Continued...

Effective May 1, 2021, the Employer shall contribute Ten Cents (**\$0.10**) per hour earned for each employee in its employ.

- 19.03** 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 herein.
- 19.04** 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.
- 19.05** The Union agrees to save harmless and indemnify the Employer from and against a claim, charge, tax, penalty or demand which may be made by the Canada Revenue Agency regarding the obligation to pay income tax, a charge, a tax, or a penalty under any law including, but not limited to, the *Income Tax Act (Canada)*, in respect of any amount paid to a member under the SUB Plan, and in respect of any claim, charge, tax or penalty which may be made on behalf of or related to the Employment Insurance Commission and Canada Pension Commission or any other government agency or commission under the applicable statutes and regulations with respect to any amount paid to a member under the SUB Plan.

ARTICLE 20 – SCHEDULES AND APPENDIX

- 20.01** The parties agree that Schedules “A” to “G” and Appendix “A” attached hereto are incorporated into and form part of this Collective Agreement.

ARTICLE 21 – BEREAVEMENT LEAVE AND LEAVE OF ABSENCE

- 21.01** When death occurs in an employee’s immediate family, such employee, on request, will be excused with pay for a period not to exceed five (5) consecutive days (or such fewer days the employee may be absent) immediately following the date of death, provided he attends the funeral.
- 21.02** For the purpose of this, **Article 21.01** the term “employee’s immediate family” shall mean such employee’s current spouse, parent, child, brother, sister, mother-in-law or father-in-law, brothers-in-law, sisters-in-law, grandparents, aunts, uncles, nieces and nephews.
- 21.03** The Employer may grant an employee an unpaid Leave of Absence for vital personal reasons for a period not to exceed twelve (12) months upon request by the employee in writing. Permission for such Leave of Absence shall not be unreasonably withheld. Any authorized leave of absence shall not adversely affect an employee’s recall rights.

ARTICLE 22 - DURATION OF AGREEMENT

22.01 This Agreement shall become effective on the 1st of May, 2019, and shall remain in effect until the 30th day of April, 2022, 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 within sixty (60) days before the 30th day of April, 2022, or in a like period in any year thereafter.

IN WITNESS WHEREOF the Parties have caused their proper Officers to affix their signatures.

THIS 30 DAY OF **November**, 2021.

SIGNED ON BEHALF OF:
TRIPLE M DEMOLITION INC.

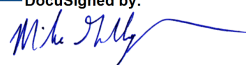
DocuSigned by:


35ECE87CF048489...
Tim Maguire, General Manager

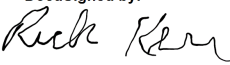
P.O. Box 225
9620 Guelph Line
Campbellville, ON,
L0P 1B0
(T) 905-854-6605
(C) 905-875-7487
(F) 905-854-6609

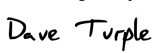
timm@triplemdemolition.com

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

DocuSigned by:

1BF0E67A9C6140F...
Mike Gallagher, Business Manager


DocuSigned by:

010E5C089EF341E...
Joe Redshaw, President

DocuSigned by:

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Rick Kerr, Treasurer

DocuSigned by:

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Dave Turple, Vice President

DocuSigned by:

7D95656DC1574D2...
Brian Alexander, Recording-Corresponding Secretary

DocuSigned by:

6E324D010FBF44A...
Recommend by: Virgil Nosé, Area Supervisor

SCHEDULE "A"

This is **Schedule "A"** to a Collective Agreement between Triple M Demolition Inc. and the International Union of Operating Engineers, Local 793.

This Schedule applies in the following OLRB geographic board areas:

Board Area 8: The City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, and the Town of Ajax and the City of Pickering in the Regional Municipality of Durham

Board Area 18: The County of Simcoe and the District Municipality of Muskoka.

Board Area 9: The Regional Municipality of Durham (except for the Town of Ajax and the City of Pickering), the geographic Township of Cavan in the County of Peterborough and the geographic Township of Manvers in the City of Kawartha Lakes.

All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.

ARTICLE 1 - WAGES AND CLASSIFICATIONS – BOARD AREA 8 & 18

Foreman

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$40.26	\$4.03	\$4.55	\$7.00	\$55.84	\$0.20	N/A	N/A
May 1/20	\$41.67	\$4.17	\$5.87	\$7.00	\$58.71	\$0.45	\$0.05	\$0.05
May 1/21	\$42.83	\$4.28	\$6.08	\$7.00	\$60.19	\$0.54	\$0.05	\$0.10

Heavy Equipment Operator

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$36.89	\$3.69	\$4.55	\$7.00	\$52.13	\$0.20	N/A	N/A
May 1/20	\$38.21	\$3.82	\$5.87	\$7.00	\$54.90	\$0.45	\$0.05	\$0.05
May 1/21	\$39.25	\$3.92	\$6.08	\$7.00	\$56.25	\$0.54	\$0.05	\$0.10

ARTICLE 2 - WAGES AND CLASSIFICATIONS – BOARD AREA 9

Foreman

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$39.82	\$3.98	\$4.55	\$7.00	\$55.35	\$0.20	N/A	N/A
May 1/20	\$41.34	\$4.13	\$5.87	\$7.00	\$58.34	\$0.45	\$0.05	\$0.05
May 1/21	\$42.47	\$4.25	\$6.08	\$7.00	\$59.80	\$0.54	\$0.05	\$0.10

Heavy Equipment Operator

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$36.47	\$3.65	\$4.55	\$7.00	\$51.67	\$0.20	N/A	N/A
May 1/20	\$37.91	\$3.79	\$5.87	\$7.00	\$54.57	\$0.45	\$0.05	\$0.05
May 1/21	\$38.94	\$3.89	\$6.08	\$7.00	\$55.91	\$0.54	\$0.05	\$0.10

SCHEDULE “B”

This is **Schedule “B”** to a Collective Agreement between Triple M Demolition Inc. and the International Union of Operating Engineers, Local 793.

This Schedule applies in the following OLRB geographic board areas:

Board Area 4: The County of Brant and Norfolk County

Board Area 5: The Regional Municipality of Niagara and Haldimand County

Board Area 6: The Regional Municipality of Waterloo (except that portion of the geographic Township of Beverly annexed by North Dumfries Township)

Board Area 7: The County of Wellington

Board Area 26: The City of Hamilton, the City of Burlington, that portion of the geographic Township of Beverly annexed by North Dumfries Township and that portion of the Town of Milton within the geographic townships of Nassagaweya and Nelson

Board Area 27: The County of Dufferin

Board Area 28: The County of Grey

All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.

ARTICLE 1 - WAGES AND CLASSIFICATIONS – BOARD AREAS 4, 5, 6, 7, 26, 27

Foreman

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$40.43	\$4.04	\$4.55	\$7.00	\$56.02	\$0.20	N/A	N/A
May 1/20	\$41.61	\$4.16	\$5.87	\$7.00	\$58.64	\$0.45	\$0.05	\$0.05
May 1/21	\$42.75	\$4.28	\$6.08	\$7.00	\$60.11	\$0.54	\$0.05	\$0.10

Heavy Equipment Operator

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$37.07	\$3.71	\$4.55	\$7.00	\$52.33	\$0.20	N/A	N/A
May 1/20	\$38.16	\$3.81	\$5.87	\$7.00	\$54.84	\$0.45	\$0.05	\$0.05
May 1/21	\$39.21	\$3.92	\$6.08	\$7.00	\$56.21	\$0.54	\$0.05	\$0.10

ARTICLE 2 - WAGES AND CLASSIFICATIONS – BOARD AREAS 28

Foreman

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$38.12	\$3.81	\$4.55	\$7.00	\$53.48	\$0.20	N/A	N/A
May 1/20	\$39.12	\$3.91	\$5.87	\$7.00	\$55.90	\$0.45	\$0.05	\$0.05
May 1/21	\$40.19	\$4.02	\$6.08	\$7.00	\$57.29	\$0.54	\$0.05	\$0.10

Heavy Equipment Operator

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$36.47	\$3.65	\$4.55	\$7.00	\$51.67	\$0.20	N/A	N/A
May 1/20	\$35.52	\$3.55	\$5.87	\$7.00	\$51.94	\$0.45	\$0.05	\$0.05
May 1/21	\$36.49	\$3.65	\$6.08	\$7.00	\$53.22	\$0.54	\$0.05	\$0.10

SCHEDULE "C"

This is **Schedule "C"** to a Collective Agreement between Triple M Demolition Inc. and the International Union of Operating Engineers, Local 793.

This **Schedule** applies in the following OLRB geographic board areas:

Board Area 1: The County of Essex and the Municipality of Chatham-Kent

Board Area 2: The County of Lambton

Board Area 3: The Counties of Oxford, Perth, Huron, Middlesex, Bruce, and Elgin

All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.

ARTICLE 1 - WAGES AND CLASSIFICATIONS – BOARD AREA 1

Foreman

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$40.98	\$4.10	\$4.55	\$7.00	\$56.63	\$0.20	N/A	N/A
May 1/20	\$41.33	\$4.13	\$5.87	\$7.00	\$58.33	\$0.45	\$0.05	\$0.05
May 1/21	\$42.46	\$4.25	\$6.08	\$7.00	\$59.79	\$0.54	\$0.05	\$0.10

Heavy Equipment Operator

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$37.68	\$3.77	\$4.55	\$7.00	\$53.00	\$0.20	N/A	N/A
May 1/20	\$37.94	\$3.79	\$5.87	\$7.00	\$54.60	\$0.45	\$0.05	\$0.05
May 1/21	\$38.97	\$3.90	\$6.08	\$7.00	\$55.95	\$0.54	\$0.05	\$0.10

ARTICLE 2 - WAGES AND CLASSIFICATIONS – BOARD AREA 2

Foreman

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$38.92	\$3.89	\$4.55	\$7.00	\$54.36	\$0.20	N/A	N/A
May 1/20	\$39.51	\$3.95	\$5.87	\$7.00	\$56.33	\$0.45	\$0.05	\$0.05
May 1/21	\$40.59	\$4.06	\$6.08	\$7.00	\$57.73	\$0.54	\$0.05	\$0.10

Heavy Equipment Operator

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$35.32	\$3.53	\$4.55	\$7.00	\$50.40	\$0.20	N/A	N/A
May 1/20	\$36.07	\$3.61	\$5.87	\$7.00	\$52.55	\$0.45	\$0.05	\$0.05
May 1/21	\$37.06	\$3.71	\$6.08	\$7.00	\$53.85	\$0.54	\$0.05	\$0.10

ARTICLE 3 - WAGES AND CLASSIFICATIONS – BOARD AREA 3

Foreman

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$38.12	\$3.81	\$4.55	\$7.00	\$53.48	\$0.20	N/A	N/A
May 1/20	\$39.12	\$3.91	\$5.87	\$7.00	\$55.90	\$0.45	\$0.05	\$0.05
May 1/21	\$40.19	\$4.02	\$6.08	\$7.00	\$57.29	\$0.54	\$0.05	\$0.10

Heavy Equipment Operator

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$36.47	\$3.65	\$4.55	\$7.00	\$51.67	\$0.20	N/A	N/A
May 1/20	\$35.52	\$3.55	\$5.87	\$7.00	\$51.94	\$0.45	\$0.05	\$0.05
May 1/21	\$36.49	\$3.65	\$6.08	\$7.00	\$53.22	\$0.54	\$0.05	\$0.10

SCHEDULE “D”

This is Schedule “D” to a Collective Agreement between Triple M Demolition Inc. and the International Union of Operating Engineers, Local 793.

This **Schedule** applies in the following OLRB geographic board areas:

Board Area 10: The Town of Cobourg, the Municipality of Port Hope, and the geographic Townships of Hope, Hamilton, Haldimand and Alnwick in the County of Northumberland

Board Area 11: The County of Peterborough (except for the geographic Township of Cavan), the City of Kawartha Lakes (except for the geographic Township of Manvers) and the County of Haliburton

Board Area 12: The County of Prince Edward, the County of Hastings and the Municipality of Trent Hills (formerly the Townships of Seymour, Campbellford, Hastings and Percy) and the Municipality of Cramahe and all lands east thereof in the County of Northumberland

Board Area 13: The County of Lanark, the geographic Townships of South Crosby, Bastard, Kitley, Wolford, Oxford (on Rideau) and South Gower and all lands north thereof in the United Counties of Leeds and Grenville

Board Area 14: The County of Renfrew

Board Area 15: The City of Ottawa and the United Counties of Prescott and Russell

Board Area 29: The County of Lennox and Addington, the County of Frontenac, and the geographic Townships of Rear Leeds and Lansdowne, Rear of Yonge and Escott, and all lands south thereof in the United Counties of Leeds and Grenville

Board Area 30: The geographic Townships of Elizabethtown, Augusta and Edwardsburgh and all lands south thereof in the United Counties of Leeds and Grenville

Board Area 31: The United Counties of Stormont, Dundas and Glengarry

All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.

WAGES AND CLASSIFICATIONS**ARTICLE 1 - BOARD AREA 13, 14, 15, 30, 31**

Foreman

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$38.14	\$3.81	\$4.55	\$7.00	\$53.50	\$0.20	N/A	N/A
May 1/20	\$38.89	\$3.89	\$5.87	\$7.00	\$55.65	\$0.45	\$0.05	\$0.05
May 1/21	\$39.95	\$4.00	\$6.08	\$7.00	\$57.03	\$0.54	\$0.05	\$0.10

Heavy Equipment Operator

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$34.79	\$3.48	\$4.55	\$7.00	\$49.82	\$0.20	N/A	N/A
May 1/20	\$35.54	\$3.55	\$5.87	\$7.00	\$51.96	\$0.45	\$0.05	\$0.05
May 1/21	\$36.52	\$3.65	\$6.08	\$7.00	\$53.25	\$0.54	\$0.05	\$0.10

ARTICLE 2 - BOARD AREA 10, 11, 12, 29

Foreman

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$39.82	\$3.98	\$4.55	\$7.00	\$55.35	\$0.20	N/A	N/A
May 1/20	\$41.34	\$4.13	\$5.87	\$7.00	\$58.34	\$0.45	\$0.05	\$0.05
May 1/21	\$42.47	\$4.25	\$6.08	\$7.00	\$59.80	\$0.54	\$0.05	\$0.10

Heavy Equipment Operator

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$36.47	\$3.65	\$4.55	\$7.00	\$51.67	\$0.20	N/A	N/A
May 1/20	\$37.91	\$3.79	\$5.87	\$7.00	\$54.57	\$0.45	\$0.05	\$0.05
May 1/21	\$38.94	\$3.89	\$6.08	\$7.00	\$55.91	\$0.54	\$0.05	\$0.10

SCHEDULE "E"

This is **Schedule "E"** to a Collective Agreement between Triple M Demolition Inc. and the International Union of Operating Engineers, Local 793.

This **Schedule** applies in the following OLRB geographic board areas:

- Board Area 16:** The District of Nipissing
- Board Area 17:** The District of Sudbury
- Board Area 19:** The District of Cochrane south of the 50th parallel of latitude
- Board Area 20:** The District of Temiskaming
- Board Area 21:** The District of Algoma
- Board Area 25:** The District of Cochrane north of the 50th parallel of latitude
- Board Area 32:** The District of Manitoulin
- Board Area 33:** The District of Parry Sound

All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.

WAGES AND CLASSIFICATIONS**ARTICLE 1**

Foreman

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$38.37	\$3.84	\$4.55	\$7.00	\$53.76	\$0.20	N/A	N/A
May 1/20	\$38.73	\$3.87	\$5.87	\$7.00	\$55.47	\$0.45	\$0.05	\$0.05
May 1/21	\$39.78	\$3.98	\$6.08	\$7.00	\$56.84	\$0.54	\$0.05	\$0.10

Heavy Equipment Operator

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$35.19	\$3.52	\$4.55	\$7.00	\$50.26	\$0.20	N/A	N/A
May 1/20	\$35.55	\$3.55	\$5.87	\$7.00	\$51.97	\$0.45	\$0.05	\$0.05
May 1/21	\$36.52	\$3.65	\$6.08	\$7.00	\$53.25	\$0.54	\$0.05	\$0.10

SCHEDULE "F"

This is **Schedule "F"** to a Collective Agreement between Triple M Demolition Inc. and the International Union of Operating Engineers, Local 793.

This **Schedule** applies in the following OLRB geographic board areas:

Board Area 22: The District of Thunder Bay

Board Area 23: The District of Rainy River

Board Area 24: The District of Kenora including the Patricia portion

All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.

WAGES AND CLASSIFICATIONS**ARTICLE 1**

Foreman

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$38.58	\$3.86	\$4.55	\$7.00	\$53.99	\$0.20	N/A	N/A
May 1/20	\$38.94	\$3.89	\$5.87	\$7.00	\$55.70	\$0.45	\$0.05	\$0.05
May 1/21	\$40.01	\$4.00	\$6.08	\$7.00	\$57.09	\$0.54	\$0.05	\$0.10

Heavy Equipment Operator

DATE	WAGES	VP	BENEFITS	PENSION	TL PKG	TRAINING	NTF	SUB PLAN
May 1/19	\$35.19	\$3.52	\$4.55	\$7.00	\$50.26	\$0.20	N/A	N/A
May 1/20	\$35.55	\$3.55	\$5.87	\$7.00	\$51.97	\$0.45	\$0.05	\$0.05
May 1/21	\$36.52	\$3.65	\$6.08	\$7.00	\$53.25	\$0.54	\$0.05	\$0.10

APPENDIX “A”

- 1.01 (A)** The allocation of the contributions specified under the terms of **APPENDIX “A”, ARTICLE 1.01** between the I.U.O.E. Local 793 Members Life and Health Benefit Trust of Ontario shall be mutually agreed by the Health and Pension Trustees, and shall be distributed by an independent administrator appointed by mutual agreement of the Health and Pension Trustees.
- (B)** These monies shall be remitted in accordance with this Agreement to the Benefit Trust Fund and Pension Trust Fund which Funds shall be administered by an equal number of Trustees appointed by the Union and an equal number of Trustees appointed by the Employer.
- (C) (a) (i)** These monies shall be remitted in accordance with this Collective Agreement and shall be remitted by the 15th day of the month following the month in which the hours have been earned, together with supporting information entered on a Reporting Form as designated by the Trustees and at no time shall the contributions be paid directly to the employees.
- (ii)** In the event an Employer fails to remit any contributions, deductions or remittances for the Health Plan, the Pension Plan, the Supplementary Unemployment Benefit Plan (SUB Plan), dues, fees, or assessments, working dues check-off, advancement dues check-off, DeNovo contributions, National Training Fund and I.U.O.E. Local 793 Trades Training Fund pursuant to **Master Portion Article 4**, by the 15th day of the month due, the Employer shall pay to the appropriate fund as liquidated damages and not as a penalty, an amount equal to three percent (3%) per month, compounded monthly (42.6% per annum) for any delinquent contributions, deductions or remittances thirty (30) days in arrears calculated from the date due, provided the Employer has received five (5) days proper written notice to correct such delinquency and has not done so.
- (iii)** With reasonable cause, the Trustees may request an Employer to submit to them within a stipulated period a certified audited statement of payroll contributions to these funds for a period not to exceed the period from the effective date of this Agreement until the date the audit takes place. Such statements shall reply to the questions submitted to the Employer by the Trustees.
- (iv)** If the Employer does not submit the certified audited statement as per **Article 1.04 (D) (a) (iii)**, the Trustees may appoint an independent chartered accountant to enter upon the Employer’s premises during the regular business hours to perform an audit of the Employer’s records only with respect to the Employer’s contributions or deductions to the required Employee Benefit Plan.
- (D) (a)** Where the Trustees appoint an auditor, the cost of the audit shall be borne by the appropriate funds or plans, but the cost of the audit shall be borne by the Employer if the Employer is found to be in deliberate violation of the Agreement. In addition, the Trustees may assess a penalty not to exceed twenty-five thousand dollars (\$25,000.00), if the audit discloses any deliberate violation.
- (b)** In the event such audit reveals that the Employer has failed to remit contributions in

accordance with the provisions of this Agreement, the Employer shall, within five (5) days of receipt of written notice from the Trustees, remit all outstanding contributions together with any liquidated damages required under the terms of **Article 1.04 (D) (a) (ii)** above and completed supporting contribution report forms as required by the Plan.

(c) (i) When an Employer fails to remit all delinquent contributions the provisions of **Article 1.04 (D) (a) (ii)** shall apply and the Union, on instructions from the Trustees, shall immediately institute proceedings against delinquent Employers under **Section 133** of the **Labour Relations Act** of Ontario. All costs of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.

(ii) Where the parties agree to a settlement of a delinquency and such settlement is violated by the Employer, the violation may be used by the Union as evidence (subject to **Article 1.04 (D) (a) (iii)**) at the Ontario Labour Relations Board; and **Article 1.04 (D) (a) (ii)** shall apply.

(iii) In the event that a grievance alleging that an Employer has failed to remit the proper contributions, deduction 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.

(iv) If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to pay wages to employees or a 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 Board of Arbitration 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 cost of all witness(es) and business representative(s), delinquency control officer, conduct money, cost incurred in serving a summons, any expenses incurred by the Union pursuant to **Section 133 (10)** of the **Labour Relations Act** or otherwise, for the Board of Arbitration.

(v) The Union may with cause require an Employer to post or secure an unconditional letter of credit or other form of security acceptable to the Union to cover any delinquencies as required by this Agreement. The maximum amount of the unconditional letter of credit or other form of security shall be the amount of the Employer would be expected to contribute for a four (4) month period or twenty thousand dollars (\$20,000.00) whichever is the greater amount.

(d) Where the Union has taken prior proceedings and obtained a decision against an

Employer for delinquent contributions, deductions or remittances, the Union may require the said Employer to post a cash bond, certified cheque or other form of security acceptable to the Union, not to exceed twenty thousand dollars (\$20,000.00), or an amount equal to four (4) months contributions, whichever is the greater amount, to be held in trust by the Trustees for a period to be determined by the Trustees. In the event that the said Employer again becomes delinquent for contributions, deductions or remittances, the Union and/or the Trustees may apply the cash bond or certified cheque, or any portion thereof, to satisfy the delinquency and require the Employer to replenish the cash bond or certified cheque in a higher amount. In the event that the cash bond or certified cheque does not satisfy the full amount of the delinquency, the Union may take other proceedings to recover the balance.

- (e) If an Employer does not have any employees in his employ, he shall submit a NIL report in accordance with the provisions of **Article 1.04 (D) (a) (i)**.
- (f) Where the Union has instituted proceedings against a delinquent Employer under **Section 133** of the **Labour Relations Act** of Ontario as described in **Article 1.04 (D) (c) (i)** and the delinquent Employer has failed to provide the supporting information in the manner and date(s) provided for in **Article 1.04 (D) (a) (i)**, the parties agree that the Union may use the information provided by the delinquent Employer on prior Reporting Forms to arrive at a reasonable and probable estimate of the current delinquency.

The Union shall also be able to add an additional 25% to the estimate so arrived at, in order to address any possible increases that may have occurred from the prior Reporting Forms.

The Employer shall agree that an estimate so arrived at by the Union plus the additional 25% described above shall be accepted by itself and deemed by all parties to be an accurate representation of the current balances owing by the delinquent Employer.

A delinquent Employer who has failed to provide supporting documentation as outlined in paragraph 1 above shall be estopped from challenging the estimate arrived at by the Union pursuant to that section, save and except that the Employer may challenge the estimate through the production of accurate supporting information at any time before such date as the proceedings under **Section 133** of the Ontario **Labour Relations Act** as described above are concluded, but not thereafter.

If it is later determined that the 25% increase to the balance was not sufficient to meet the actual increase, the Union shall be permitted to file a further grievance for any differences owed.

- (g) The Employer bound by the Collective Agreement hereby covenants and agrees to sign a Participation Agreement with the Trustees on the form attached hereto as Appendix "A".
- (h) The Trustees of the employee benefit plan referred to in this collective agreement shall promptly notify the Union (or Council) of the failure by any Employer to pay

any employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the

Regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.

- (i) 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 Fifteen Thousand Dollar (\$15,000.00) cash bond.

APPENDIX “B”

APPENDIX “A”, ARTICLE 1.01 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 the Employer and employee to the Health Plan and the Pension Plan as follows:

EFFECTIVE MAY 1, 2019:

- (i) for employees with \$6,750.00 or fewer Dollars in their Health Plan Dollar bank:
 - Seven Dollars (**\$7.00**) to the Pension Plan; and
 - Four Dollars and Fifty-Five Cents (**\$4.55**) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
- (ii) for employees with more than \$6,750.00 in their Health Plan Dollar bank:
 - Eleven Dollars and Fifty-Five Cents (**\$11.55**) to the Pension Plan for benefits; and
 - Forty-Seven Cents (**\$0.47**) to be applied towards the cost of administering the Pension Plan; and
 - Nil (\$0) to the Health Plan.

EFFECTIVE MAY 1, 2020:

- (i) for employees with \$6,750.00 or fewer Dollars in their Health Plan Dollar bank:
 - Seven Dollars (**\$7.00**) to the Pension Plan; and
 - Five Dollars and Eighty-Seven Cents (**\$5.87**) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
- (ii) for employees with more than \$6,750.00 in their Health Plan Dollar bank:
 - Twelve Dollars and Eighty-Seven Cents (**\$12.87**) to the Pension Plan for benefits; and
 - Forty-Eight Cents (**\$0.48**) to be applied towards the cost of administering the Pension Plan; and
 - Nil (**\$0**) to the Health Plan

EFFECTIVE JANUARY 1, 2021:

- (i) for employees with \$6,750.00 or fewer Dollars in their Health Plan Dollar bank:
 - Seven Dollars (**\$7.00**) to the Pension Plan; and
 - Six Dollars and Eight Cents (**\$6.08**) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
- (ii) for employees with more than \$6,750.00 in their Health Plan Dollar bank:
 - Thirteen Dollars and Eight Cents (**\$13.08**) to the Pension Plan for benefits; and
 - Forty-Eight Cents (**\$0.48**) to be applied towards the cost of administering the Pension Plan; and
 - Nil (\$0) to the Health Plan

Effective on and after January 1st, 2009, the amount \$6,750.00 in a Member’s Health Plan Dollar bank noted in (i) and (ii) above shall be re-determined from time to time as determined by a duly constituted motion passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed by the administrator.

LETTER OF UNDERSTANDING

Between:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(hereinafter referred to as the “Union”)

-and-

TRIPLE M DEMOLITION INC.

(hereinafter referred to as the “Employer”)

RE: AGREEMENT AND WORK ASSIGNMENT PROTOCOL

The parties agree that the Agreement and Work Assignment Protocol that was agreed to by the parties on June 13, 2013 remains in full force and effect until such time that the parties signatory to the Agreement and Work Assignment Protocol agree otherwise.

Dated this ³⁰ day of **November**, 2021.

SIGNED ON BEHALF OF:
TRIPLE M DEMOLITION INC.

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

DocuSigned by:

Tim Maguire

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Tim Maguire, General Manager

DocuSigned by:

Virgil Nose

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Virgil Nosé, Area Supervisor