

MAN & MATERIAL HOIST ERECTORS/ DISMANTLERS/ SERVICE & REPAIR AGREEMENT

THIS AGREEMENT made and entered into this 16th day of September 2020.

BETWEEN:

METRO HOISTING & ERECTING LTD.

(hereinafter referred to as the "Employer")

- and -

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(hereinafter referred to as the "Union")

WHEREAS the Employer and the Union wish to make a common collective agreement with respect to certain employees of the employer engaged in the construction industry performing erection, service or maintenance of man and material hoists and other equipment coming within the jurisdiction of the Union; and to provide for and ensure uniform interpretation and application in the administration of the Collective Bargaining Agreement.

NOW THEREFORE it is agreed as follows:

ARTICLE 1 - DURATION OF AGREEMENT

1.1 This Agreement shall become effective on the 1st day 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, or proposed revision of this Agreement within ninety (90) days before the 30th day of April, 2022, or a like period in any year thereafter.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Union as the collective bargaining agent for all employees covered by the classifications set out in this Agreement, save and except non-working foreman and persons above that rank.

2.2 Where the repairs and service are performed in the field by the Employer, this Agreement shall apply and the operator of the equipment under repair and service will assist with the service of such repairs on the job site. This includes, but is not limited to, load testing, initial and subsequent inspection, verification of manufacturer's standards, Ministry of

Labour requests, raising, dismantling, carpentry and welding/bolting work for all construction elevator gates, or jumping of cranes and hoists.

ARTICLE 3 - UNION SECURITY

- 3.1 All employees working under this Agreement shall be required, as a condition of employment, to be a member of the Union within thirty (30) days and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement.
- 3.2 It is agreed that the Union may appoint one company wide steward, and shall give the Employer notice, in writing, of such appointment and changes thereafter. The Union shall have the authority to appoint an alternate to act as Steward in the absence of the regular Steward. The Union may request the appointment of additional Stewards where considered necessary. Such request shall not be unreasonably withheld.
- (i) The Steward shall be one of the last two employees covered under the terms of this Agreement to remain working provided he is competent and capable of performing the remaining work.
 - (ii) The Steward shall be one of the first two employees to be recalled to work under the terms of this agreement, provided the Steward is qualified, competent and capable of performing the required work.
 - (iii) No discrimination shall be shown against any Steward for carrying out his duties.
- 3.3 If the Employer requires employees, it shall first call the Union Dispatcher who shall supply qualified people as soon as reasonably possible. If the Dispatcher is unable to supply qualified people within 48 hours, the Employer shall make arrangements with a Union Representative to hire independently upon the condition that such employees become members of the Union after 30 days of employment or be dismissed. The Employer has the sole authority to judge the quality of employability.
- 3.4 The Employer agrees to engage only those sub-contractors who are in contractual relations with the Union to perform work covered by this Agreement.
- 3.5 Each employee shall, when working in a position within the bargaining unit described in **Article 2** hereof, be required, as a condition of employment, to have his regular monthly Union dues, initiation fees and annual assessments uniformly assessed and checked off. The Employer agrees to make such deductions from the first pay due to the employee in each calendar month and to remit same no later than the fifteenth (15th) day of the following month to the Union. The Employer shall, when remitting such dues, initiation fees and annual assessment, provide the name of the employee from whose pay such deductions have been made, together with their Social Insurance Number.

3.6 Should the Employer perform any work falling within the scope of the Tower Crane Erector & Dismantling Service & Repair Agreement, the Employer agrees that they shall apply the full terms and conditions of that agreement.

3.7 Working dues of two percent (2%) of the total package rate for each hour earned is to be deducted from each employee and forwarded along with the deductions as set out in Article 3.3 above.

3.8 **Advancement Fund**

ADVANCEMENT DUES CHECK-OFF

Effective May 1, 2019, the Employer shall deduct thirty-five cents (\$0.35) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Agreement.

Effective May 1, 2020, the amount of thirty-five cents (\$0.35) shall increase to forty cents (\$0.40) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues.

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 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, lay off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged without reasonable cause shall be subject to the provisions of the grievance procedure;
- c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 5 - GEOGRAPHICAL AREA

- 5.1 This Agreement shall apply to work performed in the Province of Ontario, including Federal, Provincial and Municipal projects.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1 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.
- 6.2 All grievances to be dealt with under **Step 2** below, shall be in writing on forms supplied by the Union and signed by the employee or the Union Representative who has filed such grievance.
- 6.3 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 nature of the remedy sought, and shall not be subject to change at later steps, except by mutual agreement with the Employer, or in case of remedy, by an Arbitration Board.
- 6.4 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 agreement in writing.
- 6.5 If the provisions of **Articles 6 and 7** 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 reopened.
- 6.6 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1 It is understood and agreed that an employee does not have a grievance until he has discussed the situation with his foreman or superintendent and given him an opportunity to deal with the complaint. This shall be done within five (5) working days of the date the incident occurred, with the exception of monetary grievances, wherein the first step shall be taken within three (3) months after the circumstances giving rise to the grievance occurred or originated. The

employee may have his Steward or Business Representative present, if he so desires, when presenting his complaint.

STEP 2 If the grievance is not settled within five (5) working days after **Step 1** has been taken, it shall be reduced to writing and dealt with by Management of the Employer and of the Union, or their delegated representative. If within five (5) working days of the meeting between the Management of the Employer and the Union the grievance has not been resolved, the matter shall be submitted for Arbitration at the request of either party.

- 6.7. The Employer or the Union may submit a written grievance at **Step 2**. This shall be done within five (5) working days of the date the incident occurred.
- 6.8 Any settlement agreed upon by both parties shall be binding upon the Employer, the Union and the employee or employees concerned.
- 6.9 Notwithstanding the above, a grievance concerning wages and fringe benefits shall be presented within three (3) months after the circumstances giving rise to the grievance occurred or originated and further provided that a grievance concerning welfare or pension contributions shall be presented within three (3) months after the particulars of such grievance should have been reasonably become known to a Union Representative.

ARTICLE 7 - ARBITRATION

- 7.1 Any grievance, including any question as to whether a matter is arbitral, shall be so submitted to Arbitration within fourteen (14) days after the completion of **Step 2** of **Article 6.6**.
- 7.2 At the time of referring the matter to arbitration, the party submitting the matter to arbitration shall provide a list of three arbitrators. Arbitration shall be by a single arbitrator agreed to by the parties.
- 7.3 Within five (5) working days of the request of either party for the appointment of an arbitrator, the other party shall notify the other of either its consent to one of the proposed arbitrators or shall provide an alternative list of three arbitrators.
- 7.4 Within five days thereafter, should the parties fail to agree upon a mutually acceptable arbitrator, either party may submit the issue to the Minister of Labour of the Province of Ontario who shall appoint an arbitrator.

- 7.5 The decision of the Arbitrator, constituted in the above manner, shall be binding on the employee, the Union and the Employer.
- 7.6 The 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 and shall not give any decision inconsistent with the terms and provisions of this Agreement.
- 7.7 The parties to this Agreement shall jointly bear the expense of the Arbitrator.

ARTICLE 8 - NO STRIKE - NO LOCKOUT

- 8.1 As long as this Agreement continues to operate, no employee bound by this Agreement shall strike and no Employer bound by this Agreement shall lock out an employee.

ARTICLE 9 - UNION REPRESENTATION

- 9.1 The Union Representative shall, in the course of his duties, have access to the work, where possible, on which members of the Union are employed, and the Employer shall assist the Union Representative to obtain a pass to the premises where necessary. The Union Representative shall make his presence known to the Employer's senior representative or his delegate. In no instance however, shall he interfere with the progress of the work, except to correct a violation of Article 11 of this Agreement and then only after consultation and agreement with the Employer's representative to whom he first makes his presence known.
- 9.2 The Union Representative, when on site, shall abide by all safety rules issued by the Construction Safety Association and the Employer shall not have any greater duty of care for his safety than he has for his own employees on site.

ARTICLE 10 - JURISDICTIONAL DISPUTES

- 10.1 The Employer and the Union agree that there shall be no work stoppage resulting from jurisdictional disputes.
- 10.2 Where there is any dispute or question about the operation by Operating Engineers, of any of the equipment listed in the Classification and Wages Article, the Employer shall continue to assign operation of the equipment to such Operating Engineers.

ARTICLE 11 - SAFETY, SANITATION AND SHELTER

- 11.1 In cooperation with the Employer's overall program of accident control and prevention, each employee shall report to the foreman for immediate investigation, any alleged unsafe conditions, unsafe acts or violation of safety regulations for correction, if required.
- 11.2 Employees shall be provided with adequate protection from falling materials and other hazards on the job, in accordance with the Ontario Construction Safety Act. Adequately heated enclosures or cabs, for men operating equipment shall be provided.
- 11.3 Every employee shall wear suitable protective footwear, headgear and clothing. Other personal protective equipment required under abnormal conditions or during inclement weather will be supplied by the Employer.
- 11.4 The Employer, the employees and the Union agree to abide by the provisions of the appropriate Safety Legislation, Act or Code.
- 11.5 It shall be the responsibility of the Employer to ensure that competent signalmen are available when required.
- 11.6 If any employee is injured and receives medical attention by a qualified physician, he will receive his regular wages and other benefits for the full day. If, in the opinion of the physician, he is unfit to return to his regular work or if instructed by his foreman or superintendent to go home, the employee shall be paid his regular wages for any lost time during that day. If, in the opinion of the job superintendent or foreman, another employee is required to leave the job site with the injured employee to assist him in getting medical attention, he too shall be paid his regular wages and other benefits for any lost time incurred that day.
- 11.7 The employee shall notify both the Employer and Union office immediately of an accident.
- 11.8 No employee shall work alone on any project.
- 11.9 Operators of hoisting equipment shall disregard signals from anyone except competent signalmen.
- 11.10 A permanent notation shall be affixed on all cranes, derricks, hoists and similar equipment showing the safe working loads.
- 11.11 The operator of any equipment shall be directly responsible for the safe operation of same.

- 11.12 No entertainment or personal communication devices such as cell phones, Blackberries, iPods 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.
- 11.13 Where the operator of a crane is required to use radio communication, the Employer shall use its best efforts to ensure that such equipment is in good working condition including using its best efforts to ensure the equipment is operating on a designated frequency and secure channel.
- 11.14 The Employer and the operators of tower cranes agree to abide by the provisions of the Canadian Standards Association Code for Tower Cranes Z248-04 and as amended from time to time.
- 11.15 The issue of inspecting and testing older cranes to be referred to the working committee at Infrastructure Health and Safety Association (IHSA) for tower cranes.
- 11.16 Where employees are required to ride in company vehicles including cranes such vehicles shall be adequately heated/cooled.
- 11.17 Tower Crane/Mobile Crane cabs shall be adequately heated/cooled.
- 11.18 It shall not be considered a violation of this agreement for employees to refuse to be transported in the cabs of cranes and the employer shall not make this a condition of employment.
- 11.19 The parties agree to set up a joint subcommittee to review and make recommendations on the development of a standard safety policy.

ARTICLE 12 - PAYMENT OF WAGES AND LAY-OFF

- 12.1 Wages shall be paid by cash, cheque or direct deposit at the option of the Employer no later than Thursday of each week or bi-weekly, during working hours. Each employee shall be given a detailed record of his earnings showing total hours worked, rates of pay, gross wages, allowances, contributions and all deductions and net wages, in accordance with Federal and Provincial Government Regulations. The tear-off portion of the pay cheque shall identify the Employer and the employee.
- 12.2 In case of lay-off, employees shall be paid up-to-date within seventy-two (72) hours of the time of termination and as per the *Employment Standards Act, 2000*.

- 12.3 In case of lay-off, all employees affected by the lay-off and covered by this Agreement, will receive two (2) hours' notice in advance. If the Employer fails to give the employee two (2) hours' notice in advance of lay-off, then the employee shall be paid for an additional two (2) hours.
- 12.4 With the exception of honest errors when employees have been unable to cash pay cheques, they shall be paid all future wages by cash or certified cheques.
- 12.5 It shall not be considered a violation of this Agreement for an employee to cease work for continuous failure of the Employer to correct pay shortages or being continuously late in wage payments.
- 12.6 The Employer shall provide all pay cheques and retainable statements to employees in sealed envelopes.

12.7 **LAY-OFF AND RECALL PROCEDURE**

Lay-off Procedure

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

- a) First laid-off shall be applicants for membership;
- 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;

Last laid-off shall be all other members of the Union, subject to Article 3.2(i).

Recall Procedure

In the event of recall of employees covered by this Agreement, the Employer shall abide by the following procedure, provided the employees to be recalled are capable of performing the required work:

- a) First recalled shall be members of the Union, subject to Article 3.2(ii), except those identified in (b), (c) and (d) below;

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

ARTICLE 13 - GENERAL

- 13.1 Coffee or work breaks will be recognized on all projects during working hours. There will be one (1) break in the first half and another in the second half of each shift. The time of these breaks will be determined by the project superintendent or job foreman.
- 13.2 Employees will not be required to work more than five (5) hours without a one-half (1/2) hour unpaid lunch break.
- 13.3 For the purposes of determining starting and quitting times, the employee shall be paid from the time he is available at the work site, until the designated quitting time as set by the foreman for that work day.

ARTICLE 14 - CLASSIFICATION AND WAGES

- 14.1 a) EDM-B Certified Man and Material Hoist Erector

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Training Fund	TOTAL
May 1, 2019	\$36.29	\$3.63	\$5.65	\$5.59	\$0.62	\$51.78
May 1, 2020	\$37.43	\$3.74	\$5.85	\$5.59	\$0.62	\$53.23
May 1, 2021	\$38.47	\$3.85	\$5.95	\$5.59	\$0.62	\$54.48

- b) EDM-T Certified Man and Material Hoist Erector

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Training Fund	TOTAL
May 1, 2019	\$31.96	\$3.20	\$5.65	\$5.59	\$0.62	\$47.02
May 1, 2020	\$33.10	\$3.31	\$5.85	\$5.59	\$0.62	\$48.47
May 1, 2021	\$34.15	\$3.42	\$5.95	\$5.59	\$0.62	\$49.73

c) Operators Of Mobile Cranes 8 Tons and Under

Date	Wages	Vacation Pay	Benefit Plan	Pension Plan	Training Fund	TOTAL
May 1, 2019	\$36.29	\$3.63	\$5.65	\$5.59	\$0.62	\$51.78
May 1, 2020	\$37.43	\$3.74	\$5.85	\$5.59	\$0.62	\$53.23
May 1, 2021	\$38.47	\$3.85	\$5.95	\$5.59	\$0.62	\$54.48

- 14.2 Should the Employer employ any 339A or 339B operators, they shall pay wages and benefits in accordance with the wage schedule for said classifications in the Union's Tower Crane Erectors/Dismantlers/Service & Repair Agreement.
- 14.3 All new equipment introduced by Manufacturers during the life of this Agreement or not appearing as listed in Article 14.1 shall be confirmed by letter to the Union, 2245 Speers Road, Oakville, before being put into production.
- 14.4 Equipment operators and/or crews shall not be replaced by working foremen, mechanics, or those above the rank of working foreman for the purpose of overtime or reduction in crews, unless crews voluntarily decline such work; in which case other regular operators or crews shall be given the first opportunity for such work, for production.
- 14.5 The Union will consider all reasonable requests that an employee of the Employer shall be made an apprentice. It shall fall within the jurisdiction of the Employer to specify within reason the nature of the work which the apprentice is capable of performing.

ARTICLE 15- APPRENTICES

MOBLIE AND TOWER CRANE

- 15.1 a) (i) Indentured Apprentices (except Tower Crane Apprentices) shall be paid in accordance with the following schedule:

0 to 2,000 hours worked — 50% of Licensed Journeyman Base Rate
 2,001 to 4,000 hours worked — 65% of Licensed Journeyman Base Rate
 4,001 to 6,000 hours worked — 80% of Licensed Journeyman Base Rate

The trustees of the Operating Engineers Training Institute of Ontario shall determine at its sole discretion the length of term, the qualifications required to progress to the next term and the scheduling of in-school training, and such judgment shall not be made the subject of a grievance.

- (ii) Indentured Tower Crane Apprentices shall be paid in accordance with the following schedule:

0 to 2,000 hours worked — 50% of Licensed Journeyman Base Rate
2,001 to 3,000 hours worked — 75% of Licensed Journeyman Base Rate

The trustees of the Operating Engineers Training Institute of Ontario shall determine at its sole discretion the length of term, the qualifications required to progress to the next term and the scheduling of in-school training, and such judgement shall not be made the subject of a grievance.

- (iii) When an apprentice has accumulated 6,000 hours worked or credited (or 3,000 hours worked or credited in the case of tower crane apprentices) and has not yet attended his or her final training session at the Operating Engineers Training Institute of Ontario the apprentice shall continue to be paid at the apprentice's most recent rate of pay until the completion of formal training at the Operating Engineers Training Institute of Ontario and the receipt of his or her final results from the Operating Engineers Training Institute of Ontario.
- b) All Apprentices must register at the appropriate Union District Office in their area and also on the master list at the Training Centre.
- c) Employers shall request Apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Apprentices shall be done from the appropriate Union District Office under the direction of the Training Fund.
- d) Present oiler-drivers will remain and as additional personnel are required, indentured Apprentices will be dispatched to the Employer in accordance with Article (c) above.
- e) Employers will make every effort to keep Apprentices on a steady basis in order to complete their apprenticeship hours as quickly as possible.
- f) Each Apprentice shall, as a condition of employment, be required to comply with and complete all apprenticeship requirements including completing all required hours of work under appropriate conditions including proper rates of pay, appropriate work experience and the attendance of all training courses as specified by the Training Standards of the Operating Engineers Training Institute of Ontario.

- g) An Apprentice who:
- 1) Completes his hours of on-the-job training;
 - 2) Completes all related training;
 - 3) Successfully obtains his Certificate of Qualification from the Ministry of Colleges & Universities will no longer be classified as an Apprentice and will then become the junior Hoisting Engineer with the Employer under all the terms and conditions of the applicable Schedule.
- h) All Apprentices must abide by the Rules and Regulations as spelled out in the Training Standards of the Training Fund.

MAN AND MATERIAL HOIST

15.2 The Employer and International Union of Operating Engineers, Local 793 agree that there shall be a progression in place with a minimum number of hours worked before recognizing an employee as a man and material hoist journeyman. It is further agreed that in order to be classified as a man and material hoist journeyman, said employee must hold a valid EDM-T certificate. Until becoming a journeyperson, the employee will be classified as a trainee. The progression and hours are as follows:

- a) First Level - First year man and material hoist trainee shall receive seventy percent (70%) of classification 14.1 (b) hourly wage rates and be required to work a minimum of 2,000 hours before graduating to the second level;
- b) Second Level - Second year man and material hoist trainee shall receive eighty percent (80%) of classification 14.1 (b) hourly wage rates and be required to work a minimum of 4,000 hours before graduating to the third level;
- c) Third Level - Third year man and material hoist trainee shall receive ninety percent (90%) of classification 14.1 (b) hourly wage rates and be required to work a minimum of 5,000 hours.
- d) After a total of 5,000 hours worked, the man and material hoist trainee shall receive the full classification 14.1 (b) hourly wage rate.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.1** The standard work day for employees operating equipment shall be not more than eight (8) hours between 7:00 a.m. and 5:30 p.m. at straight time rates of pay.
- 16.2** Any work performed before 7:00 a.m. or after 5:30 p.m. Monday through Friday shall be deemed overtime work.
- 16.3** Double the regular rate shall be paid for all work in excess of eight (8) hours per day, Monday through Friday, except for travel time back to the Employer's yard which shall be at a maximum time of one and one-half (1-1/2) times the regular rate.
- 16.4** All work performed on Saturdays, Sundays and Statutory Holidays shall be paid for at double (2x) the regular day shift rate.
- 16.5** An employee who reports for work as usual, unless directed not to report the previous day by the Employer, shall receive a minimum of two (2) hours' pay at the applicable rate 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 only receive pay for hours worked. This clause applies also to second and third shifts.

Shift Premium - The Employer agrees to pay a premium rate to employees other than employees for any work performed on a second or third shift, from Monday to Friday inclusive, on the following basis:

Second Shift - A premium shall be paid of one dollar and fifty cents (\$1.50) per hour for each hour worked by each employee in excess of the employee's regular straight time hourly rate of pay for any hours worked during the period of eight hours on a second shift which may commence at any time from 12:00 noon until 5:30 p.m.

Third Shift - A premium shall be paid of two dollars (\$2.00) per hour for each hour worked by each employee in excess of the employee's regular straight time hourly rate of pay for any hours worked during the period of eight hours on a third shift which may commence at any time from 5:30 p.m. until 12:00 midnight.

ARTICLE 17 - LIVING ALLOWANCE AND ACCOMMODATION

- 17.1** The following travel allowance will be paid to an employee who is sent to a job site beyond twenty-five (25) miles from City Hall, Toronto, provided that it is agreed and understood that an employee cannot obtain the benefits of **Article 16.3** and **17.1** both and if the employee is requested to pick up and drive a mobile crane or other unit from the Employer's yard to the job site, that neither of the benefits of **Article 16.3** or **17.1** shall be

obtainable in respect of the travel from the employee's home to the Employer's yard or from the Employer's yard to the employee's home.

- 25 - 50 miles - \$30.00 per day worked
- 51 - 100 miles - \$40.00 per day worked
- Over 100 miles - \$60.00 per day, seven (7) days per week

It is agreed and understood that where the employee uses an Employer-provided means of transportation to or from the work site, then the above travel allowance shall not be paid.

ARTICLE 18 - HOLIDAYS AND VACATION PAY

18.1 All work performed on the following Holidays shall be paid for at double the regular rate of wages:

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

and other civic and national holidays if and when proclaimed by the government.

18.2 When any of the foregoing Holidays fall on a Saturday or Sunday then the next day (Monday) or a day mutually agreed upon by the Union and the Employer shall be recognized as the Holiday.

18.3 It is understood that the Employer has the right to determine a vacation period and shut down its operations during that time.

18.4 a) Vacation Pay shall be paid by cheque or cash for all employees covered by this Agreement, at the rate of ten percent (10%) of gross wages, excluding the pension portion thereof, on June, September, December and March 1st of each year.

Vacation Pay shall include five percent (5%) in lieu of payment for Statutory Holidays.

b) Employees may take their vacation at any time of the year, provided arrangements for adequate replacement during holiday period have been arrived at with the Employer.

ARTICLE 19 - GOVERNMENT LEGISLATION

19.1 In the event that any of the provisions of this Collective Agreement are found to be in conflict with any valid and applicable Federal or Provincial law now existing, or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of the Agreement.

ARTICLE 20- CRAFT JURISDICTION

20.1 Mobile Truck Cranes, Skyway and Climbing type Cranes, Locomotive Cranes, Derricks, A. frame and boom trucks, Pitman and the like, Bullmoose and Austin Western Type Cranes, Air Tuggers, Power Hoists, all Clams, Shovels, Backhoes, Draglines, Piledrivers, Gradalls, Mine Hoists, Chimney Hoist, Overhead Hoists and Cranes, Sidebooms, Booms of all types mounted on Tractors, Trenching Machines, Self-propelled Drills, Graders, Scrapers, Emcos, Bulldozers, Front-end Loaders and similar types of equipment. Rail Engines, Dinky and the like. Welding Machines driven by internal combustion engines. Batching plants of all types, Air Compressors, Temporary Heating Plants. Wellpoint systems, Gas Steam or Diesel driven Generators and Pumps of all types. Concrete Pumps, Mixers and Mobiles, Overhead Loaders, Asphalt Spreaders, Pneumatic propelled Drills. Compaction Equipment, Forklifts and Ross Carrier, Mucking Machines, Farm and Industrial Tractors with attachments. Oilers, Truck Crane Driver, Mobile Street Sweepers, Caisson Boring Machines, Asphalt Rollers, Foremen, Tunnel Boring Machines. Dredges - suction and dipper. Conveyors, regardless of motive power. Heating Units such as Herman Nelson and Dravo, Rotary Drills, Tunnel Motors, Elevators all types used in construction, temporary or permanent. Power driven Jumbo Form Setters. Self propelled tar pipelining machines. Highline Cableways. Deck engine. Pneumatic heading machines tunnel. Road oil mixing machine. Ship loaders, Crushing plants, Elevating Grader. Lift Slab Machine, Motor, Patrols, Pneumatic Pipebending machines, Power Screed, Helicopter winch Pipebending machines, Power Screed, Helicopter winch operators, and all other classifications of equipment as listed in the Union's Constitution.

ARTICLE 21 - WELFARE AND PENSION PLANS

Effective May 1st, 2019, Employers shall contribute in total:

21.1 a) Eleven Dollars and Twenty-Four Cents (\$11.24) per hour 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 his employ.

Effective May 1st, 2020, the total Employer contributions of Eleven Dollars and Twenty-Four Cents (\$11.24) shall increase to Eleven Dollars and Forty-Four Cents (\$11.44) per hour.

Effective May 1st, 2021, the total Employer contributions of Eleven Dollars and Forty-Four Cents (\$11.44) shall increase to Eleven Dollars and Fifty-Four Cents (\$11.54) per hour.

- b) 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 & made on behalf of each Employer & employee to the Health Plan & the Pension Plan, as set out in this Agreement.
- 21.2** The allocation of the contributions specified under the terms of **Article 21.1 (a)** above between the I.U.O.E. Local 793 Members Life and Health Benefit Trust Fund of Ontario shall be as mutually agreed by the Health and Pension Trustees, and shall be distributed by an independent administrator appointed by mutual agreement of the Health and Pension Trustees.
- 21.3** All contributions shall be submitted by the 15th day of the following month in which the hours were earned, and at no time shall the contributions to be paid directly to the employee. If payment is over thirty (30) days late, interest at one and one-half percent (12%) per month shall be paid from the due date and, in addition, the delinquent Employer may be required by the Trustees of the Funds to deposit with the Trustees a Two Thousand Five Hundred Dollar (\$2,500.00) cash bond.
- 21.4** The Employer agrees to sign a Participation Agreement in a form mutually agreed upon by the parties with the Trustees of the Pension and Benefit Funds.
- 21.5** The parties hereto agree that the Welfare Trust Fund and Pension Trust Fund shall be jointly administered by an equal number of Trustees appointed by the Employers and an equal number of Trustees appointed by the Union.
- 21.6** The Trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the Union 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 or 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.

- 21.7** All contributions shall be submitted by the fifteen (15th) day 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 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.
- 21.8** The Employer agrees that no later than January 1, 2020, they shall make all monthly remittances through the Union's online remittance system, Quick Remit.
- 21.9** The parties hereby agree to be bound by the terms and conditions of the I.U.O.E., Local 793 Welfare and Pension Trust Plans as if original parties thereto and as if the same formed part of this Agreement.

Article 21 requires that the Employer shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan as follows:

Effective May 1st, 2019:

- (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 Pension Plan; and

Five Dollars and Forty-Five Cents (\$5.45) 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 Twenty-Four Cents (\$11.24) to the Pension Plan for benefits; and

Forty-Four Cents (\$0.44) to be applied towards the cost of administering the Pension Plan; and

Nil (\$0) to the Health Plan.

Effective May 1st, 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 Pension Plan; and

Five Dollars and Eighty-Five Cents (\$5.85) plus 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 Forty-Four Cents (\$11.44) 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 1st, 2021:

- (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 Pension Plan; and

Five Dollars and Ninety-Five Cents (\$5.95) plus 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-Four Cents (\$11.54) 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 or after January 1, 2009, the amount of \$6,750.00 in a Member's Health Plan dollar bank noted in (i) and (ii) above shall be re-determined from time to time as determined by a duly constituted motion

passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the administrator, provided the total wage package under the collective agreement is not increased.

ARTICLE 22- DENOVO TREATMENT CENTRE

- 22.1 Each Employer shall contribute two cents (\$0.02) per hour to the Health Plan for each hour earned by each employee in his employ as a DeNovo Treatment Centre contribution, to be submitted with the Health and Pension Fund payments, herein provided.

ARTICLE 23 - TRAINING FUND

- 23.1 Effective May 1, 2019 the Employer shall contribute the sum of sixty-two cents (\$0.62) per hour for each hour earned by each Operating Engineer in his employ to the International Union of Operating Engineers, Local 793 Training Fund. This amount shall increase to sixty-seven cents (\$0.67) effective May 1, 2020.
- 23.2 Such contributions are to be remitted together with the contributions required under Article 21 above.

ARTICLE 24-INTERNATIONAL TRAINING FUND

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

ARTICLE 25- TRAINING/EDUCATION

- 25.1 Time spent by an employee in training, instruction, and/or education that they are directed to participate in by their Employer or is otherwise required by the Employer, by statute, or by regulation and may be necessary for an employee to continue performing the duties of their job, or may be necessary before an employee can be recalled to work (save and except for EDM – B course), shall constitute hours worked for which an employee will be compensated pursuant to the terms of this Agreement.

ARTICLE 26-MANNING OF EQUIPMENT

- 26.1 The following shall be manned by one (1) operator and one (1) apprentice, oiler or oiler-driver:
- (i) All truck mounted hydraulic cranes (including all terrain cranes) with manufacturers rating 90 tons capacity and over.
- 26.2 The following shall require one (1) apprentice, oiler or oiler driver for each two (2) pieces of equipment on a job.
- (i) Climbing, tower, traveller, hammerhead, skyway, kodiak and kangaroo type cranes.
 - (ii) Crawler type cranes with a manufacturers rating of 80 tons capacity and under.
 - (iii) Cranes used for piledriving, other than those in Article 26.1 above.
 - (iv) Backhoes, shovels, clams and draglines with a capacity of 1-3/4 cubic yards and under.

ARTICLE 27-LICENSE REIMBURSEMENTS

- 27.1 The Employer agrees that upon presentation of a valid receipt, the Employer shall promptly reimburse regular employees the following fees:
- a) Annual Hoisting License Fee
 - b) Obtaining an applicable medical report for AZ license requirements
 - c) TSSA EDM-B/EDM-T Certificate (renewal fee only)

ARTICLE 28-HEAVY EQUIPMENT APPRENTICE LANGUAGE

- 28.1 a) 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 his first 1,000 hours at fifty percent (50%) of the current base rate for the machine which he is operating.

- b) When an Apprentice has completed his first 1,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer and the Training Fund, each Apprentice will be employed for the next 1,000 hours at sixty percent (60%) of the current base rate for his classification.
- c) 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 500 hours at seventy-five (75%) of the current base rate for his classification.
- d) After completion of 2,500 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 work force at the rate of pay provided for in the Collective Agreement.
- e) Hours spent at the Training Institute shall constitute hours worked for purposes of rate increases.
- f) Employers shall make every effort to keep Apprentices on a steady basis in order to complete their training hours as quickly as possible.
- g) Employers shall request Apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of apprentices shall be done from the appropriate Union District Office under the Direction of the Training Fund.

IN WITNESS WHEREOF the parties to this Agreement have caused this instrument to be executed by their duly authorized representatives.

SIGNED this 16th day of September, 2020.

FOR THE EMPLOYER

FOR THE UNION

METRO HOISTING & ERECTING LTD.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793



Signature

Mike Gallagher, Business Manager

D. LEIBECK VICE PRES.

Joe Redshaw, President

Please Print Name and Title

(Note: please complete date line above)



Address

Rick Kerr, Treasurer

City, Province, Postal Code


~~Joe Dowdall, Vice President~~

DAVE TURPLE

Telephone and Fax Number(s)

Brian J Alexander
Brian Alexander, Recording-Corresponding Secretary

Email Address


Recommended by: Jordan Glendenning,
Business Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

-and-

METRO HOISTING & ERECTING LTD.

(the "Employer")

No employee shall suffer a reduction of wages or any other condition of employment as a result of the implementation of this agreement. To the extent that any person who is currently being paid a higher hourly rate (as opposed to the total wage package) than the new rates negotiated, they shall be 'red circled' until such time as the rate in the collective agreement reaches their current rate.

Dated at Oakville, this 16th day of Sept., 2020.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:



Signature



Signature

D. LEIBEK VICE PRES.
Please print name and title

Jordan Glendenning, Business Representative
Please print name and title

LETTER OF UNDERSTANDING

BETWEEN:

International Union of Operating Engineers, Local 793
("Union")

-and-

Metro Hoisting & Erecting Ltd.
("Employer")

The Employer and the Union agree that the starting time and quitting time in the Man & Material Hoist Erectors/ Dismantlers/ Service & Repair collective agreement may be varied earlier by up to one (1) hour.

To the extent this Letter of Understanding conflicts with the collective agreement, this Letter of Understanding shall prevail.

The Employer and the Union agree that this letter of understanding will be valid until the expiry of the Man & Material Hoist Erectors/ Dismantlers/ Service & Repair collective agreement (Expiry April 30, 2022) and will revisit this at that time to discuss if an extension will be necessary.

Dated at *oakville* This *16th* Day of *September* 2020

FOR THE EMPLOYER:

[Signature]

D. LEIBECK VICE PRES.

FOR THE UNION:

[Signature]

Jordan Glenderning

BEFORE THE ONTARIO LABOUR RELATIONS BOARD

OLRB Case Nos. 0479-19-R & 0613-19-U

B E T W E E N:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

("the Union")

- and -

METRO HOISTING & ERECTING LTD.

("the Employer")

MEMORANDUM OF AGREEMENT

WHEREAS the Employer and the Union are bound to a collective agreement which is effective, subject to the provisions in the *Labour Relations Act, 1995* ("the Act") currently until April 30, 2022 ("the Collective Agreement");

AND WHEREAS the Union applied to the Ontario Labour Relations Board ("the OLRB") in 2019 to displace the Allied Construction Employees Local 1030, United Brotherhood of Carpenters and Joiners of America ("Local 1030) as bargaining agent for employees of the Employer who were/are represented by Local 1030;

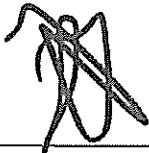
AND WHEREAS the Union delivered and filed an Application Under Section 96 of Act in relation to the Employer and the said Application for Certification;

AND WHEREAS the Union and the Employer wish to fully and finally resolve without a hearing all matters and issues currently outstanding, including issues and matters covered by and/or related to the above-noted Applications

NOW THEREFORE the Employer and the Union, on its own behalf and on behalf of its members, hereby agree as follows:

1. The Union and the Employer are bound to the Collective Agreement attached hereto as **Document 1**;

2. The Employer agrees that it shall hire the next Elevating Device Mechanic ("EDM") by referral of the said EDM to the Employer by the Union or by the initiation of the said EDM into membership with the Union if the EDM is hired independently by the Employer;
3. The said EDM shall be employed by the Employer in accordance with the applicable conditions in the Collective Agreement, including the apprenticeship conditions, which shall be applied in accordance with the training and experience of the EDM;
4. The Employer and the Union shall reasonably endeavor to maintain approximate equality in relation to hiring and work assignment to members of the Union, the Carpenters, Locals 1030 and 27;
5. In consideration of the foregoing, the conditions set forth herein:
 - (a) Fully and finally resolve all claims between the Employer and the Union arising on or before August 1, 2020, except for claims in relation to the retroactive payment of wages, if any arising pursuant to the collective agreement which is currently in effect and which is effective May 1, 2019; and
 - (b) The Union shall seek leave of the OLRB to withdraw the above-noted Applications on consent of the Employer which is hereby acknowledge.



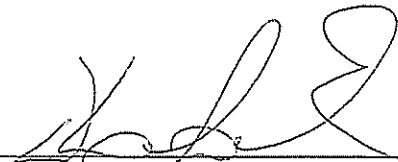
For **International Union of Operating
Engineers, Local 793**
(Signature)

Jordan Glendenning

Name (Print)

August 14th 2020

Date



For **Metro Hoisting & Erecting Ltd.**
(Signature)

D. LEIBECK

Name (Print)

September 16th 2020

Date