**PROVINCIAL**

**COLLECTIVE AGREEMENT**

May 1, 2022 - April 30, 2025

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COLLECTIVE AGREEMENT

**BETWEEN:**

OPERATING ENGINEERS

**EMPLOYER BARGAINING AGENCY**

hereinafter referred to as the “Employer”

**- and -**

**OPERATING ENGINEERS**

# EMPLOYEE BARGAINING AGENCY

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 of Employers engaged in the construction industry as defined in the Labour Relations Act and equipment rental within the Province of Ontario, to provide uniform interpretation, application and administration of the relationship established,

##### IT IS EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

**ARTICLE 1 - DURATION OF AGREEMENT**

**1.1** This Agreement shall become effective on the 1st day of May, 2022 and shall continue to remain in effect until the 30th day of April, 2025, 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 one hundred and twenty (120) days before the 30th day of April, 2025, or in a like period in any year thereafter.

**ARTICLE 2 - RECOGNITION**

**2.1** The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer for whom the Union has bargaining rights within the Province of Ontario engaged in work covered by the schedules and classifications set out in this Agreement, and any additional classifications as may be agreed to by the parties.

**2.2** The on site operation, repair, maintenance and servicing of all equipment listed in this Agreement shall be performed by a member of the Union including the assembly and dismantling of equipment operated by members of the Union and coming within the jurisdiction of the Union, boom, boom sections and counter-weight installation and removal and any other requirements necessary to put equipment into production or preparation for removal from operations. Additional assistance by other than Union members for the installation or removal of boom, boom sections and counterweight components shall only be used upon agreement with the Union.

**2.3** When repairs are performed in the field by the Employer, this agreement shall apply and the crew of the equipment under repair will assist with the service and such repair on the job site. In the event it is not possible to employ the crew productively on such repairs they may be utilized on other work within the classifications of this Agreement but they shall not replace another crew.

**2.4** After the initial erection when a Climbing or Traveling Crane or other Tower Hoist is being climbed, repaired or dismantled, one of the regular operators of such crane or hoist shall form part of the crew performing such work and shall take instructions from the person directing that crew.

**2.5** When equipment covered by this Agreement is being moved from place to place under its own power, only employees covered by this Agreement shall be used to move such equipment.

**2.6** No equipment shall be operated by demonstrators on a site for more than two (2) working days without the Union being notified and a qualified Union Operator being present in order that they may familiarize themselves with the equipment.

**ARTICLE 3 - UNION SECURITY**

**3.1 a)** The Employer shall first call the Union Office whenever personnel are required. If the Union cannot supply such personnel within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, the Employer may secure such personnel from any other source. The Employer may recall former regular employees through the Union Office who have been absent from the Employer up to twelve (12) months.

 **b)** Regular employees shall be defined as employees who have been on the Employer’s payroll for six (6) consecutive months or more.

 **c)** Temporary employees shall be defined as employees who are in receipt of a retirement pension from the I.U.O.E., Local 793 Pension Plan.

 **d) RECALL PROCEDURE (except Employers covered by Schedule “A”)**

 In the event of recall of employees covered by this Agreement under **Article 3.1 a)**, the Employer shall abide by the following procedure, provided the employees to be recalled are capable of performing the required work:

 **(i)** First recalled shall be members of the Union, except those identified in **ii), iii)** and **iv)** below;

 **(ii)** Second recalled shall be temporary employees as defined in **Article 3.1 c);**

 **(iii)** Third recalled shall be members of the Union from out-of-province working on permits or travel cards;

 **(iv)** Last recalled shall be applicants for membership in the Union.

**3.2** All personnel hired shall be required to have a clearance card issued by the Union before they start to work, unless other arrangements are made with the Union dispatcher. Such clearance cards will not be unreasonably withheld.

**3.3** Employees working under this Agreement shall be members of the Union in good standing, or make application to become members of the Union within seven (7) days of hiring or be replaced upon written request by the Union.

**3.4 a)** The Employer agrees to engage only those sub-contractors and equipment rentals (except equipment dealers) who are in contractual relations with the Union to perform work set out in the classifications of this Agreement, dredging, or as otherwise agreed to by the parties.

 **b)** Without restricting in any way, the application of the sub-contracting provision contained in **Article 3.4 (a)** of this Agreement, an Employer who undertakes a contract with an owner to provide construction management services shall be subject to said **Article 3.4 (a)** unless:

**(i)** The Owner solicits directly, bid(s) for work covered by this Agreement from contractor(s) not bound to this Agreement; and

**(ii)** The Owner accepts bid(s) from such contractor(s); and

 **(iii)** The Owner contracts or sub-contracts directly with such contractor(s) without contractual obligation of the Employer for the work of such contractor(s), other than for the negligent acts or omissions of the Employer.

 **(iv)** Any failure to comply with **Article 3.4 (b) (i, ii, iii)** shall render the Employer liable for damages equivalent to those for the breach of the subcontracting provision set forth in **Article 3.4 (a)**.

 **c)** Owner-Operators who perform work covered by this Agreement shall be signatory to an Agreement with the Union and shall also be:

 **(i)** a member in good standing of the Union; and

 **(ii)** in good standing on contributions under the Health Plan, Pension Plan, Training Fund, Advancement Dues and for Working Dues, as required by this Agreement.

If the Union advises an Employer bound by this Agreement that an Owner-Operator engaged by such Employer is in violation of this Article, the Employer shall within twenty-four (24) hours replace such Owner-Operator.

**3.5 a)** As a condition of employment the Employer shall require each employee to sign a form which authorizes the Employer to deduct regular monthly union dues, working dues, advancement dues, initiation fees and annual assessments from the employee’s pay.

The regular monthly Union dues shall be deducted from each employee on the first pay period of each month.

 The Union shall notify the Employer of the amounts and any changes thereto of the above-mentioned deductions.

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

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

**ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

 **a)** to determine qualifications, classify, transfer, hire, direct, promote, demote, lay off, discipline and discharge employees for just cause and to increase and decrease working forces in accordance with the terms of this Agreement.

 **b)** to determine the materials to be used, design of the products to be handled, facilities and equipment required, scheduling of work and locations of equipment.

 **c)** to determine the rules and regulations to be observed by employees, violations of which may be the cause for discipline and may include discharge.

**4.2** The Employer recognizes that the employee and the Union have recourse through the grievance procedure if they feel that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement. At the request of the employee concerned, incidents of alleged discharge for cause shall be in writing.

## ARTICLE 5 - JOINT LABOUR MANAGEMENT COMMITTEE

**5.1** The parties hereto agree to the establishment of a Joint Labour Management Committee composed of representatives of the Employer and representatives of the Union.

 The purpose of this committee will be for the effective administration of the Collective Agreement and to provide a means of communication for the resolution of any or all disputes that may arise through the application of the Agreement. Meetings will be held as deemed necessary in the interests of both parties.

**5.2** This Committee may also meet to consider changes to the Collective Agreement as presented by the Union and the applicable Employer Association.

Such changes shall apply only to the geographical area affected and shall only take effect on approval by the designated Employee and Employer Bargaining Agencies.

**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 Two** below, shall be in writing, on forms supplied by the Union and signed by the employee having 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 the nature of the remedy sought and shall not be subject to change at later steps except by mutual agreement in writing with the Employer, or in the case of remedy, an Arbitration Board.

**6.4** In determining the time which is allowed in the various steps of **Articles 6** and **7**, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.

**6.5** If advantage of the provisions of **Articles 6** and **7** hereof is not taken within the time limits specified therein or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.

**6.6** The Employer shall designate and name the official to whom a written grievance is submitted at **Step #2.**

**6.7 a)** It is understood and agreed that an employee does not have a grievance until the employee has discussed the matter with their foreperson or other supervisory personnel acting in this capacity and given the foreperson an opportunity to deal with the complaint. The foreperson’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 the employee concerned is not reached within two (2) full working days, the grievance may be presented as indicated in **Step #2** 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 -**

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

 **STEP 3 -**

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

 b) The Union may process a written grievance which involves a number of employees of an Employer or the interpretation of the Agreement. Such grievance shall be commenced at Step #3 of the above procedure.

The Employer Bargaining Agency or an Employer may process a written grievance alleging a violation of, or the interpretation of this Agreement at **Step #3** of the above procedure.

 Such grievances shall be commenced at **Step #3** within ten (10) full working days after the circumstances giving rise to the grievance occurred or originated.

 **c)** No decision or settlement involving any grievance which has been dealt with at **Step 1** or **2** 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.

**6.8** 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 7 - ARBITRATION**

**7.1** 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 6** may be referred to a Board of Arbitration or other final determination within twenty (20) working days after completion of **Step #3** of **Article 6.7.**

**7.2** The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.

**7.3** Within five (5) working days of the request by either party for a Board each party shall notify the other in writing of the name of its appointee.

**7.4** Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third member as Chairperson within five (5) days of the notification mentioned above, the Minister of Labour of the Province of Ontario will be asked to appoint a Chairperson.

**7.5** The decisions of the Board of Arbitration or a majority of such Board constituted in the above manner shall be binding on the parties to this Agreement.

**7.6** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions, for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

**7.7** Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairperson.

## ARTICLE 8 - NO STRIKES, NO LOCKOUTS

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

## ARTICLE 9 - UNION REPRESENTATION

**9.1** The Union Representative shall, in the course of their duty, 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 first make their presence known to the Employer’s most senior management representative in the job office. In no instance, however, shall they interfere with the progress of the work.

**9.2** The Union Representative, when on site, shall abide by all site regulations and safety rules as stipulated in the appropriate safety acts or regulations.

9.3 It is agreed that for each project the Union may appoint one employee per Employer per shift to act as 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. It is further understood and agreed that on mutual agreement of the Union and Employer a Steward appointed shall be considered a company-wide Steward. Such request from the Union shall not be unreasonably denied.

**9.4** The Steward shall be one of the last two employees covered under the terms of this Agreement to remain working provided they are competent and capable of performing the remaining work.

9.5 No discrimination shall be shown against any Steward for carrying out their duties.

## ARTICLE 10 - SAFETY, SANITATION AND SHELTER

**10.1** Adequately heated enclosures or cabs for men operating, maintaining or repairing equipment shall be provided by the Employer where reasonably required.

**10.2 a)** Protective clothing and equipment required under abnormal conditions or during inclement weather will be supplied by the Employer and shall be returned after use.

 **b)** Concrete Pump Employers shall supply employees with chemical resistant rubber gloves to a maximum of twelve (12) pairs per calendar year.

 **c)** The Employer shall supply employees with fall protection equipment and safety vests.

**10.3** The Employer, the employees and the Union agree to abide by the provisions of the most current version of the CanadianStandards Association Code Z-150, Code Z-151 and Code Z-248.

**10.4 a)** The Employer agrees to supply bottled water for individual use.

 **b)** The Employer agrees to provide sanitary facilities, within close proximity to the work area, with flush toilets, where practicable.

**10.5** Adequately heated shelter for employees to eat their lunch shall be provided by the Employer, with table and seating space, which shall be maintained in a clean and sanitary condition by the employees and the Employer unless other arrangements are made with the Union.

**10.6 a)** In the event of a fire or theft resulting in the loss of clothing or tools, the Employer will replace such items at their actual value to a maximum of Five Hundred Dollars ($500.00) except as provided in **(b)** hereof, provided that such clothing and tools are kept in a place designated by the Employer. Such replacement is based on proof of loss by fire or theft being made to the Employer.

 **b)** Mechanics and Operators are to file with their Employers a listing of their tools showing their valuation and the Employer’s liability shall be limited to such listing and the replacement value of such tools.

**10.7** An employee who is injured in the course of performing their duties and requires medical attention by a physician and is certified by the physician that they are unable to continue work shall be paid their regularly assigned hours on the day of injury; otherwise the employee shall be paid their regular wages for any lost time incurred that day due to the injury.

**10.8** Tower Hoists, Climbing, Skyway, Hammerhead and Traveler type cranes shall be operated from the cab or other suitable heated enclosure and shall be equipped with windshield wipers. Where practical, they shall be equipped with an audio system from the operator to the signalperson. The Employer agrees to abide by the *Occupational Health and Safety Act, R.S.O. 1990*and its regulations as amended from time to time.

**10.9** When work is to be performed by mechanics, welders, and servicepersons, outside the confines of the shop, adequate protection from weather will be provided.

**10.10** The Operator shall be directly responsible for the equipment and shall not handle any load if the capability of the equipment to handle the load safely is in question.

**10.11 Hazardous Waste**

The parties agree to be represented on a committee regarding the handling of hazardous waste.

**10.12 a)** An employee injured in the performance of their duties shall resume their former position when medically fit to do so provided their former position was filled by an employee who, subsequent to the time of injury, was hired by the Employer or transferred or otherwise assigned to such position.

 **b)** An employee who claims they have been denied employment contrary to this provision, may have recourse to the grievance and arbitration procedures as set out in this Agreement.

 **c)** The above shall not apply if the injury is attributable solely to the willful misconduct of the employee.

**10.13** Tower crane cabs shall have suitable adjustable cab seats, including but not limited to, padded seats, arm rests and back rests.

**10.14** Operating manuals will be made available upon request by the operator.

**ARTICLE 11 - PAYMENT OF WAGES AND LAY OFF**

**11.1 a)** Wages shall be paid by cash not later than Friday of each week during working hours or by cheque and/or direct deposit no later than Thursday of each week during working hours.

 **b)** 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 or rates where the employee performs work in more than one classification during the pay period, 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.

 **c)** The Employer shall provide all pay cheques and retainable statements to employees in sealed envelopes or in electronic format.

**11.2 a)** In the case of lay off, termination, or resignation, all employees shall be paid up to date on the job site where practical; otherwise, cheques and E.I. Record of Employment Certificate shall be forwarded by Priority Post or Courier to their last known address within one pay period of the lay-off, termination or resignation.

 **b) Lay off Procedure**

 In the event of lay off of employees covered by this Agreement, the Employer shall abide by the following procedure provided the remaining employees are capable of performing the work:

 **(i)** First laid off shall be applicants for membership in the Union;

 **(ii)** Second laid off shall be members of the Union from out-of-province working on permits or travel cards;

 **(iii)** Third laid off shall be temporary employees as defined in **Article 3.1 c);**

 **(iv)** Last laid off shall be all other members of the Union.

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

**11.4** When employees who are laid off are not paid up to date on the job site and should the Employer fail to send such wages and/or 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 giving notice to the Employer and giving the Employer four (4) hours to correct such default.

**ARTICLE 12 - JURISDICTIONAL DISPUTES**

**12.1** The Employer and the Union agree that there shall be no work stoppage resulting from jurisdictional disputes. In the case of a jurisdictional dispute the Employer agrees to assign work in accordance with the Contractors’

 Responsibility Section of the Procedural Rules and Regulations of the Building and Construction Trades Department AFL-CIO.

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

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

## ARTICLE 13 - STATUTORY HOLIDAYS AND VACATION PAY

**13.1** All work performed on the following holidays, and any additional holiday(s) proclaimed by the provincial government, shall be paid for at double (2x) the regular rate of wages:

 **New Year’s Day Family Day Good Friday**

#  Civic Holiday Victoria Day Dominion Day

 **Labour Day Thanksgiving Day Christmas Day**

 **Boxing Day**

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

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

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

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

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

**ARTICLE 14 - I.U.O.E., LOCAL 793 TRAINING FUND**

**14.1** The Union and the Employer agree to maintain and recognize the I.U.O.E., Local 793 Training Trust Fund (Training Fund). The parties agree to abide by the Letters of Understanding attached hereto as **Appendix “B”.**

**14.2** 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.

14.3 a) The Training Fund shall be responsible for the training, education and upgrading of all Apprentices and Operating Engineers.

 b) Employers shall make every effort to ensure Apprentices are assigned meaningful work directly related to the skills they are required to demonstrate in accordance with their respective Apprenticeship Training Standards. This includes providing Apprentices with “seat time” when possible.

**14.4** Each Employer shall contribute Eighty-Seven Cents **($0.87)** per hour to the Training Fund for each hour earned by each employee in their employ, to be submitted with the Pension and Health Fund payments herein provided, and to be remitted to the Training Fund for the purpose of developing and implementing programs established by the Training Fund. Effective May 1, 2023 and May 1, 2024, this amount shall increase respectively to Ninety-One Cents **($0.91)** and Ninety-Six Cents **($0.96)** per hour.

**14.5 Apprentices (Except Concrete Pump Operator Apprentices)**

 **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 Journeyperson Base Rate**

 **2,001 to 4,000 hours worked — 65% of Licensed Journeyperson Base Rate**

 **4,001 to 6,000 hours worked — 80% of Licensed Journeyperson 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 followingschedule:

 **0 to 2,000 hours worked — 50% of Licensed Journeyperson Base Rate**

 **2,001 to 3,000 hours worked — 75% of Licensed Journeyperson 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 their 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 their 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:

 **(i)** Completes their hours of on-the-job training;

 **(ii)** Completes all related training;

 **(iii)** Successfully obtains their Certificate of Qualification from the applicable governing body,

 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.

**14.6 Heavy Equipment Operator Apprentices**

 **a)** An indentured Heavy Equipment Operator 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 fifty percent (50%) of the current base rate for the machine which they are operating.

 **b)** 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 sixty percent (60%)of the current base rate for their 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 percent (75%) of the current base rate for their 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.

**14.7 Ratio of Heavy Equipment Operator Apprentices**

The ratio of Heavy Equipment Operator Apprentices employed by the Employer may be a minimum of one (1) Heavy Equipment Operator Apprentice to each five (5) Journeypersons Operating Engineers in their employ, but in all cases, the ratio shall be a minimum of one (1) Heavy Equipment Operator Apprentice to each ten (10) Journeypersons Operating Engineers or as otherwise authorized in writing by the Union.

**14.8 Concrete Pump Operator Apprentices**

 **a) (i) Indentured Concrete Pump Operator Apprentices**

 Indentured Concrete Pump Operator Apprentices shall be paid in accordance with the following schedule:

 0 to 1,200 hours worked – 50% of the hourly wage rate as set out in **Article 1.3** and **Schedule “A”** including applicable benefit plan and pension plan contributions.

 1,201 to 2,000 hours worked – 75% of the hourly rate as set out in **Article 1.3** in **Schedule “A”** including applicable benefit plan and pension plan contributions.

 **(ii)** 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.

 **(iii)** When a Concrete Pump Operator Apprentice has accumulated 2,000 hours worked or credited and has not yet attended their final training session at the Operating Engineers Training Institute of Ontario, the Concrete Pump Operator 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 their final results from the Operating Engineers Training Institute of Ontario.

 **b)** All Pre- Apprentices and Concrete Pump Operator 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 Concrete Pump Operator Apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Concrete Pump Operator Apprentices shall be done from the appropriate Union District Office under the direction of the Training Fund.

 **d)** Employers will make every effort to keep Concrete Pump Operator Apprentices on a steady basis in order to complete their training hours as quickly as possible.

 **e)** Each Concrete Pump Operator Apprentice shall, as a condition of employment, be required to comply with and complete all training 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.

 **f)** A Concrete Pump Operator Apprentice who:

 **(i)** Completes all hours of on-the-job training; and

 **(ii)** Completes all related training;

 will no longer be classified as a Concrete Pump Operator Apprentice and will then become a Concrete Pump Operator with the Employer under all the terms and conditions of the applicable Schedule.

 **g)** All Concrete Pump Operator Apprentices must abide by the Rules and Regulations as spelled out in the Training Standards of the Training Fund.

**14.9 Ratio of Concrete Pump Operator Apprentices**

 **a)** The ratio of Concrete Pump Operator Apprentices to Journeypersons Concrete Pump Operators employed shall be in accordance with the following formula:

 **Number of Concrete Pump Number of Journeypersons Concrete**

 **Operator Apprentices Required Pump Operators Employed**

 1 5

 2 14

 3 23

 The 1 to 9 ratio continues using the above formula.

**14.10 Heavy Equipment Operator Apprenticeship Program**

 The Union and the Employer shall meet to discuss implementing a Heavy Equipment Operator Apprenticeship program.

**14.11 Recall of Apprentices**

Apprentices laid off due to lack of work may be recalled by their respective Employer, through the Union District Office, at any time during a one year period provided the Apprentice was employed by the Employer for more than ninety (90) working days and is available for work.

**14.12 Log Books**

 Each Apprentice will be required to keep a daily work record with each Employer. The Training Institute reserves its right to request a log book every 30 days. Failure to do so may result in disciplinary action by the Training Fund. In all instances, Apprentices shall provide their log books when requesting rate increases.

**14.13** It is understood and agreed that no employee will receive a reduction in wages or other benefits because of the introduction of this Apprenticeship and Training Program.

**ARTICLE 15 - HOURS OF WORK**

**15.1** It is understood and agreed, that the standard work week shall consist of five (5) days Monday to Friday. Eight (8) hours shall constitute a day shift except as noted herein, the said regularly assigned hours to be from 8:00 a.m. to 4:30 p.m., with a one-half (1/2) hour lunch period without pay.

 The starting time and the quitting time may be varied earlier by up to one (1) hour by agreement between the Union and the Employer. Such agreement shall not be unreasonably withheld.

**15.2** **Excavation, Site Preparation, Sewer and Watermain**

 **a)** Site preparation shall mean the excavating of ground to sub-grade level and shall not include pile driving, drilling, boring, dock work, tunnel work or underground services.

 **b)** The standard work week shall be fifty (50) hours from Monday to Friday inclusive. The standard work day shall not be more than ten (10) hours per day at straight time between 7:00 a.m. and 6:00 p.m.

**ARTICLE 16 - OVERTIME**

**16.1** The Employer may require employees to perform work in excess of their regularly assigned hours and employees shall be given as much advance notice as possible. All time worked by an employee before and after their regular shift on Monday to Friday inclusive except as provided in the **HOURS OF WORK** clause and all hours worked on Saturday and Sunday, shall be paid for at the rate of double (2x) time, (except as provided in the Schedules attached hereto). Double (2x) time shall continue for hours worked until the employee has eight (8) consecutive hours off.

**ARTICLE 17 - SHIFT WORK**

 **For all work except industrial Projects within the geographic Area covered by Schedule “H” - Hamilton Area Schedule and area covered by Schedule “F” Sarnia - Area Schedule.**

**17.1** When shift work outside the normal hours referred to in **Article 15** is worked, payment shall be on the following basis:

 **a)** Employees required to work the second or afternoon shift shall receive a shift premium of Two Dollars and Seventy-Four Cents ($2.74) per hour worked.

 **b)** Employees required to work the third or night shift shall receive a shift premium of Three Dollars and Twenty-Eight Cents ($3.28) per hour worked.

 **c)** Notwithstanding **(a)** and **(b)** above on a two-shift operation (24 hour basis) where the second shift encompasses parts of the afternoon shift and night shift (third shift) employees shall receive a shift premium of Three Dollars per hour worked.

**17.2 Applicable to Shift work on Industrial Projects within the Province of Ontario**

 **a)** When an employee has been scheduled by the Employer to work the entire work week but loses a day’s work (or part thereof) due to a change in their shift during such work week, they will be paid that day’s wages (or part thereof) up to a maximum of eight (8) hours pay as a result of the shift change.

 **b)** When shift work outside the normal hours is worked, payment shall be on the basis as set out in **17.2 c).**

 **c)** This Schedule shall be related to **Hours of Work**.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  | **HOURS TO BE PAID** |
| **WORKPERIOD** |  | **STARTTIME** | **LUNCH BREAK** | **FINISHWORK** | **ACTUALHOURS WORKED** | **WEEKDAYS** | **SAT. SUN.HOLIDAYS** |
| **Regular Hours** |  | **8:00 a.m.** | **12:00 – 12:30 p.m.** | **4:30 p.m.** | **8** | **8** | **16** |
| **Shift Work(shift outsidenormal hrs. e.g.)** |  | **3:00 p.m.** | **6:30 – 7:00 p.m.** | **10:30 p.m.** | **7** | **8** | **15** |
| **1st 8 hour shift2nd 7 hour shift** |  | **8:00 a.m.4:30 p.m.** | **12:00 – 12:30 p.m.8:00 – 8:30 p.m.** | **4:30 p.m.\*12:00 a.m.** | **87** | **88** | **1615** |
| **1st 8 hour shift2nd 8 hour shift** |  | **8:00 a.m.4:30 p.m.** | **12:00 – 12:30 p.m.8:30 – 9:00 p.m.** | **4:30 p.m.1:00 a.m.** | **88** | **810** | **1617** |
| **1st 8.5 hour shift2nd 8.5 hour shift** |  | **8:00 a.m.5:00 p.m.** | **12:00 – 12:30 p.m.9:00 – 9:30 p.m.** | **5:00 p.m.2:00 a.m.** | **8.58.5** | **911** | **1718** |
| **1st 9 hour shift2nd 9 hour shift** |  | **8:00 a.m.5:30 p.m.** | **12:00 – 12:30 p.m.9:30 – 10:00 p.m.** | **5:30 p.m.3:00 a.m.** | **99** | **1012** | **1819** |
| **1st 10 hour shift2nd 10 hour shift** |  | **8:00 a.m.6:30 p.m.** | **12:00 – 12:30 p.m.10:30 – 11:00 p.m.** | **6:30 p.m.5:00 a.m.** | **1010** | **1214** | **2021** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | **HOURS TO BE PAID** |
| **WORKPERIOD** |  | **STARTTIME** | **LUNCH BREAK** | **FINISHWORK** | **ACTUALHOURS WORKED** | **WEEKDAYS** | **SAT. SUN.HOLIDAYS** |
| **1st 11 hour shift2nd 11 hour shift** |  | **8:00 a.m.7:30 p.m.** | **12:00 – 12:30 p.m.11:30 – 12:00 p.m.** | **7:30 p.m.7:00 a.m.** | **1111** | **1416** | **2223** |
| **1st 12 hour shift2nd 11 hour shift** |  | **8:00 a.m.8:30 p.m.** | **12:00 – 12:30 p.m.12:30 – 1:00 a.m.** | **8:30 p.m.8:00 a.m.** | **1211** | **1616** | **2423** |
| **Three Shift Options** |  |  |  |  |  |  |  |
| **1st shift** |  | **8:00 a.m.** | **12:00 – 12:30 p.m.** | **4:30 p.m.** | **8** | **8** | **16** |
| **2nd shift** |  | **4:30 p.m.** | **8:00 – 8:30 p.m.** | **\*12:00 a.m.** | **7** | **8** | **15** |
| **3rd shift** |  | **\*12:00 a.m.** | **3:30 – 4:00 a.m.** | **7:30 a.m.** | **7** | **8** | **15** |

**\* DENOTES MID-NIGHT**

 **NOTE:** If the starting and quitting time is required to be varied due to job requirements, this Schedule will be used as a guide with the same principles of scheduling to apply.

**17.3** For Industrial projects other than those being performed under the General Presidents’ Maintenance Agreement, at the time of the pre-job meeting of the project the Employer shall notify the Union of its intention to implement one of the following in lieu of the regular schedule:

 **a)** When working ten (10) hour shifts the Employer may schedule two thirty minute paid breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the Employer chooses to schedule two thirty minute breaks (in lieu of the regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first five hours of the shift and a thirty (30) minute paid break in the second five hours of the shift.

 **b)** When working eight (8) hour shifts the Employer may schedule two thirty minute paid breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the Employer chooses to schedule two thirty minute breaks (in lieu of regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first four hours of the shift and a thirty (30) minute paid break in the second four hours of the shift.

 To the extent this **Article** conflicts with the lunch breaks outlined in **Article 17.2**, this **Article** shall prevail.

#### ARTICLE 18 - MEALS AND REFRESHMENT BREAKS

**18.1** Where an employee is continually employed for more than two (2) hours beyond the normal quitting time of their shift, they shall be provided with a hot meal where practicable and allowed time at straight time rates of pay to eat, and this formula shall apply for each additional four (4) hours of work thereafter.

**18.2** It is agreed that all employees of the Employer will be permitted time in each one-half (1/2) of their respective shifts to drink coffee, or like refreshments, on the job, during regular working hours and shift work. The time of these breaks is to be determined by the project superintendent or job foreperson.

**ARTICLE 19 - REPORTING ALLOWANCE**

**19.1** An employee who reports for work as usual and who, through circumstances beyond their control, cannot complete the day’s work, shall be paid for eight (8) hours (or as set out in the appropriate Schedule attached hereto). However, they shall remain at work on maintenance of their machine or other equipment coming within their craft, unless released by the Foreperson.

**ARTICLE 20 - RECALL AND PREMIUM TIME CALL-OUT**

**20.1** When an employee is recalled to work after completion of their normal day’s work, Monday to Friday inclusive, they shall be paid a minimum of three (3) hours’ pay at the applicable premium rate.

**20.2** When an employee is required to report for work on a Saturday, Sunday or Holiday, they shall be paid a minimum of four (4) hours at the applicable premium rate. In the event an employee is recalled to work on a Saturday, Sunday or Holiday, the employee shall be paid a minimum of a further four (4) hours at the applicable premium rate.

#### ARTICLE 21 - COMMUTING, INITIAL TRAVEL AND LIVING ALLOWANCE

**21.1** Commuting, Initial Travel and Living Allowance shall be as set out in the appropriate Schedule attached hereto.

**ARTICLE 22 - CAMP ACCOMMODATION**

**22.1** Living Allowance will not apply where employees can be accommodated at a Camp arranged for by the Employer, in which case the Employer will pay the cost of the accommodation provided. However, an employee, if they so choose, may accept the applicable Living Allowance in lieu of the accommodation provided by the Employer.

**22.2** Where camp accommodation is not provided for in the attached Schedules, camp conditions shall be determined at a pre-job meeting.

**22.3** The Employer will arrange to keep the cafeteria open for a reasonable time after work to permit employees to clean up before eating.

**ARTICLE 23 - CAMP RULES AND REGULATIONS - (Applicable to Schedule “N” only)**

**23.1** When the Parties to this Agreement are responsible for the building of a camp for board and housing accommodation, the following shall apply:

**23.2** Camp accommodation, standing and mobile, will be built and installed by members of Trade Unions recognized by the Building Trades Council.

23.3 It will not be a violation of this Agreement if the members of the Union refuse to occupy camps, whether standing or mobile, if the above clause has not been adhered to.

**23.4** The accepted Standard Camp Conditions governing both standing and mobile will be as follows:

 **Camp Site**

Every camp shall be so located that good natural drainage is provided against year round climatic conditions.

 **Occupancy**

 No camp shall be occupied before inspection and sanction by the duly authorized Camp Committee. This shall apply to any and all additions.

 **Accommodations**

 The Standard accommodation shall be approximately one hundred and twelve (112) square feet of floor space per room for two (2) employees. Two (2) enclosed clothes cupboards of at least six (6) square feet of floor space and of sufficient height to allow the hanging of overcoats and the like.

 **⮚** One light for each bed, one light (ceiling) for each room; one wall plug for each bed.

 **⮚** Two (2) beds per room with box spring mattresses at least six (6) feet in length.

 **⮚** One window per room; one mirror per room; one table and two (2) chairs per room; one waste paper basket.

 **⮚** There shall be individual room-controlled heat by valve or damper.

 **⮚** Clean linen once a week, blankets laundered out every three (3) months, or when deemed necessary. New persons to be supplied with clean blankets and sheets.

 **⮚** Interior of bedrooms painted including washrooms.

 **⮚** All floors in all rooms to be covered with material other than wood, e.g., linoleum or tile.

 **Toilet and Washroom Facilities**

 1 to 15 employees - 2 flush toilets

 16 to 30 employees - 4 flush toilets

 and one (1) additional flush toilet for every additional fifteen (15) employees thereafter.

 There shall be sufficient urinals; one shower for every ten (10) employees; one wash basin for every five (5) employees; to be of the porcelain type (as in household bathrooms); one mirror to each basin.

 One laundry room washing machine, a dual wash tub for every twenty-five (25) employees, one separately heated dry room for every housing unit. (The foregoing to be contained in the same building as the sleeping quarters). One dryer to be located in the laundry room.

 **Recreation**

 Recreation rooms shall be supplied. Smokes and soft drinks shall be available.

 Outside walls of the above to be completely closed-in cold weather.

 Sidewalk to be provided between the living quarters, from living quarters to dining rooms and recreation rooms.

 The above to be Standards for Stationary or Permanent type camps. In the initial construction of the above, the camp construction workers in areas where there are no hotel accommodations, shall construct such housing as is necessary for them (this is not a tent).

 When bunkhouses are built to the degree that they can be occupied, the camp construction workers shall move into such quarters and their original buildings shall be disposed of or not used for lodging from time to time.

 **Mobile Camps**

In the matter of mobile camps, such mobile camps are acceptable providing the Standards of accommodations equal that which are outlined below:

 Only trailers that are built, conveyed to the camp site, set up, maintained by members of affiliated Unions to the various Building and Construction Trades Councils will be acceptable.

 When trailers are used, they must be spaced not less than seven (7) feet apart and be staggered so that when doors are opened the hallways are not blocked.

 Washrooms must be situated so that they are readily accessible by weatherproof walkways from the sleeping trailers.

 There must be individual heat in each room occupied by two (2) employees by propane heat or the equivalent of not less than 20,000 BTU.

 **Catering**

 Cafeteria style of serving meals will be acceptable, providing dishes are carried back by the Culinary Staff. The food shall be of good quality and have the approval of the Camp Committee of Building and Construction Trades Council of Ontario.

 There shall be sufficient housekeeping staff supplied by the Culinary Workers to keep the bunkhouses clean, and beds shall be made up each day by such staff.

 Kitchen facilities, equipment and food supplies shall be subject to inspection by the duly authorized Camp Committee at any and all times and further all grievances shall be dealt with by said Committee.

**ARTICLE 24 - HEALTH PLAN - PENSION PLAN**

**24.1** The parties hereto agree that the Employee Benefit Plans shall be jointly trusteed by an equal number of trustees appointed by Employer organizations and a like number of trustees appointed by the Union.

**24.2 a)** Applicable to all **Schedules “A”** to **“O”** attached hereto except **Schedule “H”** – Hamilton.

 Effective **May 1, 2022,** Employers shall contribute in total:

Twelve Dollars and Eighty-Two Cents **($12.82)** 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 their employ.

 It is agreed that Employers shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan, as set out in Appendix **“A”** of this Agreement.

 Effective **May 1, 2023,** the total Employer contributions shall be Twelve Dollars and Eighty-Two Cents **($12.82)** per hour earned.

 Effective **May 1, 2024**, the total Employer contributions shall be Twelve Dollars and Ninety-Two Cents (**$12.92**) per hour earned.

 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 I.U.O.E., Local 793 Group Legal Benefit Trust”.

 **b)** Applicable only to **Schedule “H” - Hamilton** attached hereto.

 Effective **May 1, 2022,** Employers shall contribute in total:

 Thirteen Dollars and Twenty-Two Cents **($13.22)** 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 their employ.

 It is agreed that Employers shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan, as set out in **Appendix “A”** of this Agreement.

 Effective **May 1, 2023**, the total Employer contributions shall be Thirteen Dollars and Twenty-Two Cents **($13.22)** per hour earned.

 Effective **May 1, 2024**, the total Employer contributions shall be Thirteen Dollars and Thirty-Two Cents **($13.32)** per hour earned. .

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 I.U.O.E., Local 793 Group Legal Benefit Trust”.

 **c) Employer DeNovo Treatment Centre Contribution**

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

 **Working Pensioners**

For bargaining unit employees who are in receipt of a pension from the I.U.O.E. Local 793 Pension Plan for Operating Engineers in Ontario (the Pension Plan), the employer shall not make contributions to the Pension Plan. In lieu of such contributions the employer shall pay an equivalent amount per hour earned as additional remuneration on behalf of the employee. Such remuneration shall be paid by remitting the amounts on a monthly basis at the same time as pension contributions to the Operating Engineers Benefits Administration Corporation (OEBAC), which shall annually pay these amounts with interest (less applicable deductions) to the employee.

 **d)** **Supplementary Unemployment Benefit (SUB) Plan)**

The Parties have agreed to the establishment of a Supplementary Unemployment Benefit Plan (“SUB Plan”) in order to provide certain monetary benefits to members who become unemployed and otherwise qualify under the terms of the SUB Plan.

Effective **May 1, 2022**, the Employer shall contribute an amount to be allocated from the total wage package for each employee in their employ:

**May 1, 2022 – $0.10 per hour earned**

**May 1, 2023 – $0.36 per hour earned**

**May 1, 2024 – $0.36 per hour earned**

The Parties agree the SUB Plan shall be established, managed, operated, and administered solely by the Trustees of the SUB Plan and that nothing herein shall be construed to make the Association, or any individual Employer bound to the Collective Agreement, an insurer or provider of SUB Plan benefits. The financial obligation of the Association and any individual Employer bound to the Collective Agreement is entirely fulfilled by making the contributions herein. The Association or any individual Employer bound to the Collective Agreement shall not be liable to any employee or the Union for SUB Plan top-up payments.

The Union confirms that it has properly registered and received approval of the SUB Plan with both the Canada Revenue Agency and Service Canada. The Union will be responsible for obtaining any further approval required to renew the SUB Plan with both the Canada Revenue Agency and Service Canada. Upon request, the Union will provide the Employer with proof of registration of the SUB Plan with Service Canada and / or the Canada Revenue Agency.

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 Association or any individual Employer bound to the Collective Agreement shall not be requested or required to participate in any such dispute.

No individual Employer bound to the Collective Agreement shall be asked, required or permitted to sign a participation agreement, without the express written consent of the Association.

Any duty, obligation or requirement in the SUB Plan including but not limited to procedures for individual Employers to remit contributions to the SUB Plan and penalties for failing to do the same, shall be unenforceable against the Association and individual Employers bound to the Collective Agreement. This includes but is not limited to the deadlines for contributions remittances, procedures for remitting contributions, the powers of the Union and / or Trustees to request documents from Employers and to perform audits of individual Employers, charge interest, liquidated damages and any other penalty that may be imposed on Employers for failing to remit contributions. The provisions of the Collective Agreement, no such power on the part of the Union can be inferred despite the provisions of the SUB Plan.

The Union agrees to save harmless and indemnify the Association, and any individual Employer bound to the Collective Agreement, from and against any 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 statuses and regulations with respect to any amount paid to a member under the SUB Plan.

Upon request, the Union agrees to provide the Association with a copy of the SUB Plan. In the event that the Union amends the terms of the SUB Plan or terminates the SUB Plan at any time, the Association shall be provided with notice, in writing, no later than 30 days prior to the effective date of the amendment or termination.

**24.3 (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. Supporting information entered on a Reporting Form as designated by the Trustees shall also be remitted by the 15th day of the month following the month in which the hours have been earned, and at no time shall the contributions be paid directly to the employee.

 **(ii)** In the event an Employer fails to remit any contributions, deductions or remittances for the Health Plan, the Pension Plan, dues, fees or assessments pursuant to **Article 3**, I.U.O.E., Local 793 Trades Training Fund pursuant to **Article 14**, Working Dues Check-off, Advancement Dues Check-off or Employer Labour Relations Fund, 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 fifteen (15) days in arrears calculated from the date due, provided the Employer has received five (5) days prior 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 24.3 (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.

 **(v)** 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.

**24.4** 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 24.3 (ii)** above and completed supporting contribution report forms as required by the Plan.

**24.5 (i)** When an Employer fails to remit all delinquent contributions the provisions of **24.3 (ii)** shall apply and the Union, on instructions from the Trustees, shall immediately institute proceedings against the 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 24.3 (iii)**] at the Ontario Labour Relations Board; and **Article 24.3 (ii)** shall apply.

 **(iii)** In the event that a grievance alleging that an Employer has failed to remit the proper contributions, deductions or remittances to any Trust Fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:

 A statement signed by a member of the Union, a business representative, a trustee or the administrator of a Trust Fund, shall be ***prima facie*** evidence of the number of hours worked by members of the Union, and of a failure to make the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the Employer with proper documentary evidence.

 **(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), business representative(s), and the 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 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.

 **(vi)** The parties recognize that the payments to the various Trust Funds as required by this Agreement are part of a total wage package. For the purposes of directors’ liability to employees under the Ontario *Business Corporations Act*and the Canada *Business Corporations Act*, the wages set out in this Agreement are the total wage packages set out in **Schedules “A”** to **“O”** attached hereto.

**24.6** 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.

**24.7** If an Employer does not have any employees in their employ, the Employer shall submit a NIL report in accordance with the provisions of **Article 24.3**.

**24.8** The Trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Union of the failure by the 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 Programs 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 Regulations of the *Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

**24.9 (i)** Where the Union has instituted proceedings against a delinquent Employer under **Section 133** of the *Labour Relations Act* of Ontario as described in **Article 24.5 (i)** and the delinquent Employer has failed to provide the supporting information in the manner and date(s) provided for in **Article 24.3 (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, which shall include all amounts owing as described in **Article 24.3 (ii).**

 **(ii)** 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.

 **(iii)** 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.

 **(iv)** A delinquent Employer who has failed to provide supporting documentation as outlined in **Article 24.9 (i)** 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** as described above are concluded, but not thereafter.

 **(v)** 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.

**24.10 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.

 The Employer shall deduct thirty cents **($0.40)** per hour for each hour earned by each employee covered by this Collective Agreement for Advancement Dues.

 The Union will notify the Employer and Employer Bargaining Agency of any changes to working dues and similar deductions.

 Such deductions shall be forwarded along with the remittances required under **Article 24.2** and **24.3** and supporting information shall be as required by the Trustees on the Reporting Forms.

 Such deductions shall be immediately paid to the Union by the Administrator of the Plans.

 The Union agrees to hold harmless and indemnify the Employers, the Employer Bargaining Agency and the Trustees against any liability incurred as a result of deductions made under **Article 24.10** above.

**24.11 (i)** Each Employer bound by this Agreement shall contribute an amount per hour, as set out, and as amended from time to time, in the applicable Schedule, for each hour paid or worked by each employee covered by this Agreement as such Employer’s contributions to the administrative costs of the applicable Association.

 **(ii)** The Constituents of the Employer Bargaining Agency will advise the Employer Bargaining Agency, and the Employer Bargaining Agency will notify the Union of the applicable required contribution to the Employer Industry Fund.

 **(iii)** The Employer shall remit such contributions with the other contributions under **Articles 24.2, 24.3** and **24.8** together with the supporting information as required by the Trustees on the Reporting Form.

 **(iv)** Such contributions shall be immediately paid to the Local or Trade Association by the Administrator of the Funds.

 **(v)** The Employer Bargaining Agency agrees to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of contributions made under **Article** **24.11 (i).**

**24.12** The Employer and Union agree to abide by the *Labour Relations Act* and its Regulations as amended from time to time, including those provisions relating to the Construction Industry Secretariat.

**24.13** It is agreed by the parties that each member of the Industrial Contractors Association of Canada (ICAC) under the Provincial Employer Bargaining Agency will make a $0.01 per hour earned to the ICAC Industry Fund contribution for work performed under the Collective Agreement.

**ARTICLE 25 - GENERAL**

**25.1** An employee shall be granted a leave of absence for vital personal reasons, or to attend a Union Convention or Jury Duty. Such leave shall be revoked if an employee works at the trade during such leave. A leave of absence will be granted to a regular employee for a period of up to one (1) year to serve in a full time position with the Union. Such requests shall be in writing.

**25.2** Operators required to operate equipment in more than one rate classification during the same shift shall be paid the highest classification rate for the equipment operated.

**25.3** Employees involved in maintenance repair or similar work shall be allowed ten (10) minutes to store tools and wash up.

**25.4** Regular operators of equipment and/or crews shall not be replaced by forepersons, mechanics, those above the rank of foreperson and other operators, for the purpose of overtime unless the regular operator or crews voluntarily decline such work; in which case other regular operators or crews shall be given the first opportunity to perform such work.

**25.5** Employees required to work under air pressure shall be governed by the time limits in the Caissons Act and shall receive not less than a full eight (8) hours pay in addition to such other pressure bonus which is in effect.

**25.6** Where employees are required to operate tugs or work boats their regular trade classification rate shall apply.

**25.7** In the event that any equipment currently listed in the classifications set out in the Schedules attached hereto might or will be run by remote control or semi-automatic, such equipment will continue to be operated by members of Local 793.

**25.8 a)** The parties jointly acknowledge the importance of health and safety at work, which includes that all employees report for 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.

 **b)** Employees seeking assistance or treatment for an addiction shall not be discriminated against. The Union and the Employer recognize there is a duty to accommodate under the Ontario Human Rights Code. Therefore, the employee will be given unpaid time off or leave of absence to attend an addiction facility, after which he will be returned to an equivalent position as required by law.

**25.9** **Parking Allowance:**

**Effective May 1/2024:** For Employees required to work on projects within the downtown area of Toronto (defined as that area bounded by Dufferin Street on the West, St. Clair Avenue on the North and Don Valley Parkway on the East) the employer shall **provide parking or refund** to the employee upon the **presentation of a valid receipt** to a **maximum of fifteen dollars ($15) per day.**

###### ARTICLE 26 - MANNING OF EQUIPMENT

**26.1 a)** The parties agree that the following formula will be used for the purpose of manning certain equipment set out in the **Classifications 1** and **2** of the attached Schedules, save and except **Schedule “C”.**

 **b)** It is further agreed that this formula shall apply to each Employer on any one job.

 **c)** The following shall be manned by one (1) operator and one (1) apprentice, oiler or oiler-driver:

 **(i)** All conventional truck mounted cranes with a manufacturers rating of 70 tons capacity and over.

 **(ii)** All crawler cranes with a manufacturers rating of over 80 tons capacity.

 **(iii)** All truck mounted hydraulic cranes (including all terrain cranes) with a manufacturers rating of 90 tons capacity and over.

 **(iv)** All rough terrain type cranes with a manufacturers rating of 90 tons capacity and over.

 **(v)** All rubber mounted cranes used for pile driving.

 **(vi)** All G.C.I. type cranes.

 **(vii)** All backhoes, shovels, clams & draglines with a capacity over 3.0 M3.

 **(viii)** All caisson boring type equipment over 25 horsepower.

 **d)** 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 (c) (v**) above.

 **(iv)** Backhoes, shovels, clams and draglines with a capacity of 3.0 M3 and under. .

 **e)** The following shall require one (1) apprentice, oiler or oiler driver for each three (3) pieces of equipment on a job.

 **(i)** Rough terrain type cranes with a manufacturers rating of 90 tons capacity and under.

 **(ii)** Truck mounted cranes other than those in **Article 26.1 (c) (i)** and **(iii)** above.

**26.2** **Ratio of Apprentices**

 **a)** Subject to **Article 26.2 b)** below, the ratio of apprentices employed by the Employer may be a minimum of one (1) Apprentice to each five (5) Journeypersons Operating Engineers in their employ, but in all cases, the ratio shall be a minimum of one (1) Apprentice to each ten (10) Journeypersons Operating Engineers or as otherwise authorized in writing by the Union.

 **b) (i)** For all equipment in **Article 26.1 c) (i)** with a capacity of 70 tons and over, for all equipment in **Article 26.1 c) (ii)** with a capacity of over 80 tons, and for all equipment in **Article 26.1 c) (iii)** and **(iv)** with a capacity of 90 tons and over, the ratio of apprentices to journeymen shall be one to one.

 **(ii)** For all equipment in **Article 26.1 c) (i)** with a capacity between 15 tons and under 70 tons, for all equipment in **Article 26.1 c) (ii)** with a capacity between 15 and 80 tons, and for all equipment in **Article 26.1 c) (iii)** and **(iv)** with a capacity between 15 tons and 90 tons, the ratio of apprentices to journeymen shall be as follows:

 **Number of Apprentices** **Number of Journeypersons**

 1 5

 2 10

 3 17

 4 24

 The 1 to 7 ratio continues using the above formula.

 For clarity, it is understood that all apprentices in **b) (i)** above shall be included in the calculation set out above.

 **(iii)** For all equipment in **Article 26.1 c) (i), (ii), (iii)** and **(iv)** with a capacity below 15 tons no ratio of apprentices to journeypersons applies.

 **(iv)** It is understood that the implementation of paragraphs **b) (i), (ii)** and **(iii)** above shall not displace or adversely affect the working conditions of any currently employed apprentice.

**26.3 Derating**

 The Employer agrees not to utilize any crane equipment from any manufacturer and/or supplier that has been derated from its original maximum hoisting capacity.

 The Employer further agrees not to utilize any crane equipment from any manufacturer and/or supplier where said equipment is rated with a greater maximum hoisting capacity outside the Province of Ontario than the maximum hoisting capacity of the same crane equipment within the Province of Ontario (both herein defined as derated crane).

 Any alteration of the load charts that were provided with the crane upon its purchase as supplied by the manufacturer for the purpose of decreasing the crane’s lifting capacity will be considered derating.

 The Employer agrees that reprogramming or limiting a crane’s Load Moment Indicator (LMI) in a manner which produces a lifting capacity that is lower than the lifting capacity set out on the crane’s original load charts will not change the crane’s manufacturer’s rating.

 The parties agree that the manufacturer’s rating is an objective measurement that does not vary with any sort of modification of any equipment, or the addition or subtraction of any component parts.

Without limiting the generality of the foregoing, in the event the Employer violates the prohibition against utilizing any derated crane, the Union shall be entitled to seek remedies, including but not limited to damages, in the same manner as violating the manning of equipment provisions (**Article 26**).

**26.4** The classifications set out in the attached Schedules shall include all similar equipment, with or without attachments, in each group working on land or water or underground; and shall be manned and/or operated by members of I.U.O.E., Local 793. Rates for new types of equipment not presently used by the Employer shall be classified and agreed upon by the Union and the Employer as conditions indicate.

 However, the Union shall be notified in advance of intended use of such equipment and said rates shall be incorporated within fifteen (15) days of such operation.

**ARTICLE 27 - PAY EQUITY**

**27.1** The parties agree that as of January 1st, 1990, there are no female dominated job classes within the bargaining unit and therefore, there are no pay equity adjustments required.

 This statement is deemed to constitute the Pay Equity Plan for the Employer Bargaining Agency and the EmployeeBargaining Agency.

**ARTICLE 28 - HUMAN RIGHTS**

**28.1** Whenever the masculine gender is used in this Agreement the Agreement shall be read as if the feminine gender was included, and all the terms and conditions of this Agreement shall be applied equally to all members of the Union without discrimination of any nature whatsoever because of race, sex, religious beliefs, political opinions or any other ground prohibited by the *Ontario Human Rights Code.*

**28.2** The Employer and the Union express their joint determination to deal co-operatively and constructively with the problem of substance abuse. This includes but is not limited to making referrals to the DeNovo Treatment Centre and other employee assistance programs.

**ARTICLE 29 - SCHEDULES**

**29.1** The parties agree that **Schedules “A” to “O”** attached hereto are incorporated into and form part of this Collective Agreement.

**ARTICLE 30 – LOCAL EXEMPTION OR AMENDMENT**

**30.1 a)** Where a particular clause, article or provision contained within the Provincial Collective Agreement creates a competitive disadvantage in a specific geographic area within the jurisdiction of the Employee Bargaining Agency, the Employee Bargaining Agency and a Constituent Employer Association may reach a Memorandum of Local Exemption or Amendment, in writing, to exempt or amend the particular clause, article or provision of the Provincial Collective Agreement for the geographic area specified in the Memorandum of Local Exemption or Amendment and such Memorandum shall be ratified by the Employer and Employee Bargaining Agencies.

 **b)** Where the Employee Bargaining Agency and a Constituent Employer Association agree on a procedure to amend the terms of the Provincial Collective Agreement, then that procedure shall be ratified by the Employer and Employee Bargaining Agencies and **Articles 30.2** to **30.8** hereunder shall not be applicable to requests for amendment or exemption.

 **c)** Where a matter referred to under this Article is not resolved between the parties within seven (7) calendar days, the matter may be referred to the Provincial Labour-Management Board (“PLMB”) in accordance with **Article 30.2** hereunder.

**30.2** Where no agreement is reached between the parties in accordance with **Article 30.1**, either party may refer the matter to the PLMB. The PLMB shall be made up of six (6) representatives, with three (3) appointed by the Employee Bargaining Agency and three (3) appointed by the Employer Bargaining Agency.

The PLMB shall meet with the parties and attempt to resolve the matter(s) in dispute. The PLMB will have no power to make a final and binding determination of the matter(s) in dispute, except where the parties to the dispute mutually agree to authorize the PLMB to make a final and binding determination. Where the PLMB is authorized to make a final and binding determination, the PLMB shall render such a decision based only on unanimous agreement of all members of the PLMB or in the absence of a recorded dissent by a member of the PLMB. Where the matter(s) in dispute is not resolved within seven (7) calendar days, it may be referred in accordance with **Article 30.3** hereunder.

**30.3** The Employer Bargaining Agency may refer any matter addressed but not resolved under the terms of **Article 30.2** to final and binding determination by an Arbitrator chosen from the appended list of persons who will be retained by the parties for the duration of the Provincial Collective Agreement.

 **i)** The Employer Bargaining Agency may propose amendments or exemptions, which would apply to any of the following:

 **(a)** The kind of work performed, which could be all work performed in the industrial, commercial and institutional sector or a specified kind of that work.

 **(b)** The market in which it is performed, which could be work performed for all of the industrial, commercial and institutional sector or a specified market in it.

 **(c)** The location of the work, which could be work performed in all of the Employee BargainingAgency’s geographic jurisdiction or a specified portion of it.

 **(d)** Amendments with regard to a specific job or project.

  **ii)** The Application may seek only amendments or exemptions that concern the following matters:

 **(a)** Wages, including overtime and shift differentials.

 **(b)** Restrictions on an Employer’s ability to select employees who are members of the Union.

 **(c)** Accommodation and travel allowances.

 **(d)** Hours of work and work schedules.

 The Employer Bargaining Agency agrees that it will not refer frivolous or minor claims under this Article.

**30.4** The person selected to arbitrate any matter pursuant to **Article 30.5** below shall, at the request of either party, mediate those matters, but in no case shall the time periods in **Article 30.5** be exceeded.

**30.5 a)** The Employer Bargaining Agency shall submit its final Proposal for Amendment with regard to amendments to the Provincial Collective Agreement with written submissions, to the Arbitrator, with a copy to the Employee Bargaining Agency. The Employee Bargaining Agency shall likewise submit its final Proposal for Amendment (if any) to the Provincial Collective Agreement with written submissions to the Employer Bargaining Agency and to the Arbitrator within seven (7) days. The Arbitrator shall, at their sole discretion, hold hearings or request further clarification from either party, and if satisfied that the terms of the Collective Agreement places the Employer(s) at a competitive disadvantage, the Arbitrator shall choose the Proposal for Amendment to the Collective Agreement, which removes the

 competitive disadvantage. Such selection shall be made within fourteen (14) calendar days of the date of the referral by the Employer Bargaining Agency. The Arbitrator shall not provide reasons for their selection.

 **b)** Subject to the terms of this Agreement, the Arbitrator shall have all the powers of an arbitrator pursuant to subs. 48(12) of the *Labour Relations Act, 1995.*

 **c)** The Arbitrator shall select the final proposal which most achieves the objective of removing the competitive disadvantage under **Article 30.5** with the least changes to the terms of the Provincial Collective Agreement.

**30.6** No amendment(s) pursuant to this Article will have application following the expiry date of this Provincial Collective Agreement.

**30.7** Where the Employer Bargaining Agency has made a final proposal pursuant to **Article 30.5** and such proposal has been rejected by an Arbitrator, no proposal with regard to the same amendment(s) will be made within one (1) year of the rejection.

**30.8** No referral to arbitration pursuant to **Article 30.5** may be made during the period of 120 days before the Provincial Collective Agreement ceases to operate.

**30.9** The Employer Bargaining Agency agrees to oppose any request or application by any Employer Group or Association to become a Designated Regional Employers Organizationunder Bill 69, other than the Constituent Employer Associations referred to in and covered by this Collective Agreement.

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

**THIS 18TH DAY OF MAY**, **2022**.

**ON BEHALF OF: ON BEHALF OF:**

**OPERATING ENGINEERS OPERATING ENGINEERS**

**EMPLOYER BARGAINING AGENCY EMPLOYEE BARGAINING AGENCY**

 **“TONY FANELLI”** **“MIKE GALLAGHER”**

Executive Director, Construction Labour Mike Gallagher, Business Manager

Relations Association of Ontario

 **“JIM VLAHOS”** **“JOE REDSHAW”**

Chair, Employer Bargaining Agency

 Joe Redshaw, President

 **“JACK MESLEY”** **“RICK KERR”**

Ontario Erectors Association Incorporated Rick Kerr, Treasurer

 **“JASON HANNA”** **“DAVE TURPLE”**

Crane Rental Association of Ontario Dave Turple, Vice President

 **“MIKE BARRIE” “STEVE BOOZE”**

Nation Capital Crane Rental Association Steve Booze, Recording-Corresponding Secretary

 **“DAVID RUMBLE” “BRIAN ALEXANDER”**

Associated Earth Movers of Ontario Recommended by: Brian Alexander, Financial Secretary

 **“JIM LYONS”**

Heavy Equipment Services Section of the

Windsor Construction Association

 **“JASON CAMPBELL”**

Industrial Contractors Association of Canada

 **“PETER MCDONALD”**

Ontario Association of Foundation Specialists

APPENDIX “A”

**Article 24** of the Master Portion 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:

1. **APPLICABLE TO ALL SCHEDULES “A” TO “O”** attached hereto

 except **Schedule “H”** – Hamilton

 Effective **May 1, 2022:**

 **(i)** for employees with $6,750.00 or fewer dollars in their Health Plan Dollar Bank;

 Seven Dollars and Three Cents **($7.03)** to the Pension Plan; and

 Five Dollars and Seventy-Nine Cents **($5.79)** 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-Two Cents **($12.82)** to the Pension Plan for benefits; and

 Nil **($0)** to the Health Plan.

 Effective **October 1, 2022** the amount of $6,750.00 in the Member’s Health Plan Dollar Bank noted in (i) and (ii) above shall become $8,500.00.

 Effective **May 1st, 2023:**

 **(i)** for employees with $8,500.00 or fewer dollars in their Health Plan Dollar Bank;

 Seven Dollars and Three Cents **($7.03)** to the Pension Plan; and

 Five Dollars and Seventy-Nine Cents **($5.79)** plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.

 **(ii)** for employees with more than $8,500.00 in their Health Plan Dollar Bank;

 Twelve Dollars and Eighty-Two Cents **($12.82)** to the Pension Plan for benefits; and

 Nil **($0)** to the Health Plan.

 Effective **October 1, 2023** the amount of $8,500.00 in the Member’s Health Plan Dollar Bank noted in (i) and (ii) above shall become $10,450.00.

 Effective **May 1st, 2024:**

 **(i)** for employees with $10,450.00 or fewer dollars in their Health Plan Dollar Bank;

 Seven Dollars and Thirteen Cents **($7.13)** to the Pension Plan; and

 Five Dollars and Seventy-Nine Cents **($5.79)** plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.

 **(ii)** for employees with more than $10,450.00 in their Health Plan Dollar Bank;

 Twelve Dollars and Ninety-Two Cents **($12.92)** to the Pension Plan for benefits; and

 Nil **($0)** to the Health Plan.

 Effective **October 1, 2024** the amount of $10,450.00 in the Member’s Health Plan Dollar Bank noted in (i) and (ii) above shall become $12,600.00.

**ii. APPLICABLE ONLY TO SCHEDULE “H” – HAMILTON** attached hereto

 Effective **May 1, 2022:**

 **(i)** for employees with $6,750.00 or fewer dollars in their Health Plan Dollar Bank;

 Seven Dollars and Forty-Three Cents **($7.43)** to the Pension Plan; and

 Five Dollars and Seventy-Nine Cents **($5.79)** 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 Twenty-Two Cents **($13.22**) to the Pension Plan for benefits; and

 Nil **($0)** to the Health Plan.

 Effective **October 1, 2022** the amount of $6,750.00 in the Member’s Health Plan Dollar Bank noted in (i) and (ii) above shall become $8,500.00.

Effective **May 1st, 2023:**

 **(i)** for employees with $8,500.00 or fewer dollars in their Health Plan Dollar Bank;

 Seven Dollars and Forty-Three Cents **($7.43)** to the Pension Plan; and

 Five Dollars and Seventy-Nine Cents **($5.79)** plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.

 **(ii)** for employees with more than $8,500.00 in their Health Plan Dollar Bank;

 Thirteen Dollars and Twenty-Two Cents **($13.22)** to the Pension Plan for benefits; and

 Nil **($0)** to the Health Plan.

 Effective **October 1, 2023** the amount of $8,500.00 in the Member’s Health Plan Dollar Bank noted in (i) and (ii) above shall become $10,450.00.

Effective **May 1st, 2024:**

 **(i)** for employees with $10,450.00 or fewer dollars in their Health Plan Dollar Bank;

 Seven Dollars and Fifty-Three Cents **($7.53)** to the Pension Plan; and

 Five Dollars and Seventy-Nine Cents **($5.79)** plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.

 **(ii)** for employees with more than $10,450.00 in their Health Plan Dollar Bank;

 Thirteen Dollars and Thirty-Two Cents **($13.32)** to the Pension Plan for benefits; and

 Nil **($0)** to the Health Plan.

 Effective **October 1, 2024** the amount of $10,450.00 in the Member’s Health Plan Dollar Bank noted in (i) and (ii) above shall become $12,600.00.

Effective on and after **January 1, 2009**, the amount 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.

**APPENDIX “B”**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

International Union of Operating Engineers, Local 793

(“Local 793”)

-and-

Operating Engineers Employer Bargaining Agency

(“OEEBA”)

**WHEREAS** the employers represented by the OEEBA are required to make contributions to the International Union of Operating Engineers, Local 793 Training Trust Fund (“Training Trust Fund”), pursuant to Article 14 of the Provincial Collective Agreement between the OEEBA and Local 793 (“Provincial Collective Agreement”);

**NOW THEREFORE** the Parties agree as follows:

1. The OEEBA agrees that from and after the effective date of the Provincial Collective Agreement, the Training Trust Fund shall continue and the OEEBA members shall make contributions in accordance with the applicable rates;
2. As of the effective date of the Provincial Collective Agreement, the OEEBA will agree to amend the Trust Agreement of the Training Trust Fund (“Trust Agreement”) so that the OEEBA shall no longer be a party association to the Trust Agreement and will no longer have the right to appoint Trustees to the Board of Trustees, and any power of appointment which they have will be transferred to Local 793, which shall appoint all of the members of the Board of Trustees;
3. The amendments required to effect paragraph 2 above shall be made no later than June 30, 2004;
4. The Parties agree that prior to the amendments required by paragraph 2 above, an audit of the Training Trust Fund shall be undertaken;
5. It is understood by the Parties that Article 3.06(d); 6.01; 6.02; and 6.04(a), (b), (c), and (d) of the Training Trust Fund agreement shall be continued or amended as necessary so as to provide a release from any liability for the OEEBA and for employers represented by the OEEBA and any of its Trustees in respect of any liability current or contingent, in respect of funds collected, invested or otherwise disbursed by the Training Trust Fund, including any liability to Revenue Canada or otherwise required by law;
6. The Provincial Collective Agreement shall be amended as necessary. In particular paragraph 14.2 shall be amended to delete the word “movement”;
7. In the event that the arbitration provision of the Trust Agreement are invoked to amend the Trust Agreement, the OEEBA agrees to support the agreement set out in this Letter of Understanding;
8. The Parties agree that this Letter of Understanding forms part of the Provincial Collective Agreement and may be enforced pursuant to the terms and conditions therein.

**DATED at Toronto, Ontario, this 1st day of May, 2004.**

 “RON MARTIN” “MIKE GALLAGHER”

 For the OEEBA For Local 793

 Print Name: Print Name:

Appendix “B” - continued

**LETTER OF UNDERSTANDING**

**BETWEEN:**

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(“Local 793”)

-and-

OPERATING ENGINEERS EMPLOYER BARGAINING AGENCY

(“OEEBA”)

 **WHEREAS** Local 793 and the OEEBA entered into a Letter of Understanding, dated May 1, 2004, with respect to making amendments to the International Union of Operating Engineers, Local 793 Trust Agreement of the Training Trust Fund (“Training Fund”) that will, *inter alia,* transfer the power of appointment of Trustees to the Board of Trustees solely to Local 793.

 **AND WHEREAS** the parties agreed at paragraph three (3) of the Letter of Understanding that amendments to the Training Fund would be made by no later than June 30, 2004;

 **AND WHEREAS** the parties have mutually agreed to extend the time-limits in paragraph three (3);

 **NOW THEREFORE** the parties agree as follows:

1. Paragraph three (3) of the May 1, 2004 Letter of Understanding is amended to read as follows:

 ***The amendments required to effect paragraph 2 above shall be made no later than December 31, 2004.***

1. The parties agree that this Letter of Understanding forms part of the Collective Agreement.

**DATED at Toronto, Ontario this** **7thday of December, 2004.**

 “RON MARTIN” “MIKE GALLAGHER”

 For OEEBA For Local 793

 Print Name: Print Name:

**Appendix “B”** - continued

**LETTER OF UNDERSTANDING**

**BETWEEN:**

OPERATING ENGINEERS EMPLOYER BARGAINING AGENCY

(the “Employer”)

-and-

OPERATING ENGINEERS EMPLOYEE BARGAINING AGENCY

(the “Union”)

 **WHEREAS** the parties have agreed to new language in Article 14 – I.U.O.E., Local 793 Training Fund of the Master Portion concerning a training program for Concrete Pump Trainees; and

 **WHEREAS** ongoing efforts are being made by the parties to have the Ministry of Training, Colleges and Universities (the “MTCU”) approve the work of a Concrete Pump Operator as a compulsory certified occupation;

 **NOW THEREFORE** the parties agree that in the event the MTCU approves the work of a Concrete Pump Operator as a compulsory certified occupation, the parties shall immediately make all language changes to Articles 14.8 and 14.9 to reflect the new compulsory certification status such that the language is consistent with Article 14.5 for Crane Apprentices.

 The parties agree that this Letter of Understanding forms part of the Collective Agreement.

**DATED at Toronto this 29th day of May, 2007.**

“J.R. Thomas” “Mike Gallagher”

For the Employer For the Union

Print Name: Print Name:

**Appendix “B”** - continued

**LETTER OF UNDERSTANDING**

**BETWEEN:**

OPERATING ENGINEERS EMPLOYER BARGAINING AGENCY

(the “Employers”)

-and-

OPERATING ENGINEERS EMPLOYEE BARGAINING AGENCY

(the “Union”)

**RE: Tower Crane Conditions**

Following ratification of the changes to the current Agreement expiring April 30, 2010 for the renewal Agreement May 1, 2010 to April 30, 2013 the parties agree as follows:

 **1.** A committee with equal representation from the Union and from Employers who employ operators of tower cranes will meet to consider amendments to the Collective Agreement covering wording and other conditions applicable to tower cranes.

 **2.** The committee will consider the following issues and such other issues as may be raised by either party:

 • Inspection and testing of older tower cranes

 • Cab size and safety concerns

 • Wage rate and wage premium for luffing-style cranes, structure height and larger capacity rating

 • Climbing time

 • Radio communications

 • Composting toilets

 **3.** Where there is agreement between the members of the committee to make recommendations to amend the Collective Agreement, the Operating Engineers Employee and Employer Bargaining Agencies will consider the proposed changes for implementation and if ratified by their respective members will implement changes in accordance with the provisions of Article 5 – Joint Labour Management Committee.

 **4.** This Letter of Understanding forms part of the Collective Agreement.

**DATED at Toronto this 27th day of April , 2010.**

“J.R. Thomas” “Mike Gallagher”

 For the Employer For the Union

**Appendix “B”** - continued

**LETTER OF UNDERSTANDING**

**BETWEEN:**

OPERATING ENGINEERS EMPLOYER BARGAINING AGENCY

(hereinafter referred to as the “Employer”)

-and-

OPERATING ENGINEERS EMPLOYEE BARGAINING AGENCY

(hereinafter referred to as the “Union”)

**RE: Drug & Alcohol Testing**

The Parties hereto agree to establish a standing joint labour-management committee composed of an equal number of representatives of the Employer and representatives of the Union to examine the issue of drug and alcohol testing.

The purpose of this committee is to review, on an ongoing basis, the current state of the law with respect to drug and alcohol testing. The committee will examine, amongst other things, without limitation, current and completed legal cases, policies and procedures adopted by various owner/clients and various trade unions, developments in technology relating to drug and alcohol testing methods including testing for current impairment levels, and the current endorsed Provincial Building and Construction Trades Council of Ontario drug and alcohol testing policy.

**DATED** at TORONTO this 18th day of JANUARY, 2013.

 “RAY GOODFELLOW” “MIKE GALLAGHER”

For the Employer For the Union

**Appendix “B”** - continued

**LETTER OF UNDERSTANDING**

**BETWEEN:**

OPERATING ENGINEERS EMPLOYER BARGAINING AGENCY

(hereinafter referred to as the “OEErBA”)

-and-

OPERATING ENGINEERS EMPLOYEE BARGAINING AGENCY

(hereinafter referred to as the “Union”)

**RE: Electronic Filing of Monthly Employer Contribution Reports**

Unless otherwise decided by the Trustees of the respective I.U.O.E., Local 793 Health Plan and Pension Plan, the Employer shall use best efforts to implement acceptable electronic filing of Employer monthly contribution reports on or before April 30, 2019.

The OEErBA and the Union agree to work cooperatively and to establish a standing subcommittee, of equal representation, to facilitate the implementation of the electronic filing method. This includes, but is not limited to, scheduling within 180 calendar days an Employer meeting(s) with appropriate accounting/payroll staff in attendance to participate in a Union presentation on the electronic filing method.

**DATED** at Oakville this 27th day of May, 2016.

 “STEPHEN McARTHUR” “MIKE GALLAGHER”

For the OEErBA For the Union