

# **MASTER PROVINCIAL AGREEMENT**

**BETWEEN:**

**THE UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO INCORPORATED**, on behalf of its member Employers engaged in power, energy and communication construction, maintenance and similar work throughout the Province of Ontario.

(hereinafter referred to as the "Association")

**OF THE FIRST PART**

- and -

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

(hereinafter referred to as the "Union")

**OF THE SECOND PART**



**Effective: May 1, 2022**

**Expiry: April 30, 2025**

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## **THIS AGREEMENT SHALL BECOME EFFECTIVE MAY 1, 2022.**

**WHEREAS** the Association, acting on behalf of its members, and the Union wish to make a common Collective Agreement with respect to certain employees of the members of the Association engaged in power, energy and communication construction, maintenance and similar work and to provide for and ensure uniform interpretation and application in the administration of the Collective Bargaining Agreement;

**AND WHEREAS** in order to ensure uniform interpretation and application of the Collective Agreement the Union recognizes the formation by the Companies of the Association and agrees to deal with the said Association as the agent of the companies who are members thereof in negotiating and administering a common Collective Agreement and agrees not to negotiate with any of the said companies on an individual basis;

### **NOW THEREFORE IT IS AGREED AS FOLLOWS:**

#### **ARTICLE 1 – GENERAL PURPOSE**

**1.01** The general purpose of this Agreement is to establish mutually satisfactory relations between each Employer represented by the Association and its employees, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provisions.

#### **ARTICLE 2 – RECOGNITION**

**2.01** The Association, on behalf of its member companies, recognizes the Union as the collective bargaining agent for all employees engaged in the operation of cranes, shovels, bulldozers and similar equipment and those primarily engaged in the repairing and maintaining of same, save and except non-working foremen, and persons above the rank of non-working foreman, while working within the Province of Ontario.

New classifications added under recognized Operating Engineers' jurisdiction will be properly classified in relation to foregoing groups of equipment within fifteen (15) days of being placed in operation.

- 2.02**
- (a)** This collective agreement shall be binding upon each Employer and any successor or related Employers as defined herein.
  - (b)** Successor Employers shall be deemed to be Employers who should be bound by this collective agreement pursuant to the provisions of Section 69 of the *Labour Relations Act, 1995 S.O. 1995, c.1 Sch. A*, as amended by Bill 69.
  - (c)** Related Employers shall be deemed to be Employers who would be bound by this Collective Agreement pursuant to the provisions of Subsection 1(4) of the *Labour Relations Act, 1995 S.O. 1995, c.1 Sch. A*, as amended by Bill 69.

- (d) For the purposes of clarity, this Article shall continue to apply, notwithstanding any amendments to or the repeal of either Section 69 or Section 1(4) of the *Labour Relations Act, 1995*, subsequent to the effective date of this Collective Agreement.
- (e) If there is any dispute concerning the interpretation, application or administration of this Article, it may be dealt with as a grievance under this Collective Agreement. The arbitrator shall have the power to interpret and apply the provision of paragraphs (a), (b), (c) and (d) hereof and it is agreed that the arbitrator shall follow decisions of the Ontario Labour Relations Board with respect Sections 69 and 1(4) of the *Labour Relations Act, 1995* as amended by Bill 69. For the purposes of clarity, the arbitrator shall have the power to pierce any corporate veil to ascertain the relationship between or amongst any corporations and the arbitrator shall have the jurisdiction to declare that the successor or related Employers are bound by this Collective Agreement and grant any other relief as may be appropriate.

**2.03** All reference in this Agreement to the masculine gender shall apply also to the feminine and/or neutral gender.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

**3.01** The operation of each Employer and the direction of its employees will continue to be vested exclusively with the Company subject only to the provisions of this Agreement. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this agreement or in a manner which is arbitrary, discriminatory or in bad faith.

### **ARTICLE 4 – UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES**

**4.01 (a)** The Employer shall first call the Union office whenever personnel are required. If the Union cannot supply such personnel within twenty-four (24) 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 three (3) consecutive months or more.

**4.02** All personnel hired shall be required to have a Clearance Card issued by the Union before they start work, unless other arrangements are made with the Union Dispatcher. Such Clearance Card will not be unreasonably withheld.

**4.03** 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.

**4.04** The Employer agrees to engage only owner/operators to perform work covered by this Agreement who are signatory to an owner/operators commitment form. The Employers agree that their present ratio of owner/operators to employees, shall not be significantly increased over the lifetime of this Agreement. It is further agreed that said ratio of owner/operators to employees shall never be higher than 50/50. Regular employees employment and overtime provisions shall be protected.

(a) 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 with the Union; and
- (ii) in good standing on contributions under the Health Plan, Pension Plan, Training Fund, Advancement Dues and Working Dues, as required by this Agreement.

(b) The Employer shall immediately advise the Union, in writing, of all owner/operators it engages prior to any work performed by any and all owner/operators. If the Union advises an Employer, in writing, that an owner/operator engaged by such Employer is in violation of this Article, and the owner/operator does not correct the violation within three (3) days of notification by the Union, the Employer shall immediately replace such owner/operator.

**4.05** (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 the 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 as 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.

**4.06 Work Dues Check-Off**

The Employer agrees to deduct from each employee in the bargaining unit, Working Dues of two percent (2%) of the employee's *total wage package* for each hour worked. *The total wage package is defined as the total of the hourly rate, vacation pay, pension contributions and welfare benefits contributions.* Such deductions shall be forwarded in accordance with **Article 4.05** above and shall be paid immediately to the Local Union by the Administrator of the Plans.

The Employer agrees to change the amounts of such regular deductions after being duly notified by the Union.

**4.07 Advancement Dues Check-Off**

Effective May 1, 2020, the Employer shall deduct forty cents (**\$0.40**) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in the Collective Agreement.

**ARTICLE 5 – INDUSTRY AND NATIONAL TRAINING FUND**

**5.01** The Employer bound by this Agreement or a like Agreement shall contribute twenty-five cents (**\$0.25**) per hour for each hour worked by each employee covered by this Agreement or such like Agreement, as the Employer's contribution to the cost of negotiating and administering this Agreement.

The Employer shall remit such contributions directly to the Utility Contractors' Association of Ontario on reporting forms supplied by the Utility Contractors' Association of Ontario. Industry Funds are subject to and require payment of Harmonized Sales Tax (HST).

**5.02** The Utility Contractors' Association of Ontario Incorporated agrees to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of contributions made under **Article 5.01**.

**5.03 National Training Fund**

Each Employer shall contribute five cents (**\$0.05**) per hour to the National Training Fund for each hour earned by each employee in his employ, to be submitted with the Pension and Health Fund payments herein provided for the purpose of developing and implementing programs established by the National Training Fund. This amount is included in the total wage package.

**5.04 Apprentices**

(a) A new Trainee/Registered Apprentice entering the industry who has taken pre-employment training at the Operating Engineers Training Institute of Ontario will work for his first 1,000 hours at **sixty percent (60%)** of the current base rate for the machine which he is operating. A new Trainee/Registered Apprentice shall be considered a probationary employee for the first thirty (30) working days.

(b) When a Trainee/Registered Apprentice has completed his first 1,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and as confirmed in writing by the Union upon request of the Employer, and after written assessment by the Employer and the Training Fund, each Trainee/Registered Apprentice will be employed for



the next 1,000 hours at **seventy five percent (75%)** of the current base rate for his classification.

- (c) When a Trainee/Registered Apprentice has completed 2,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and as confirmed in writing by the Union upon request of the Employer, and after written assessment by the Employer and the Training Fund, each Trainee/Registered Apprentice will be employed for the remaining hours at **eighty five percent (85%)** of the current base rate for his classification.
- (d) After completion of 2,500 hours of on-the-job training and all related training as from time to time specified by the Training Fund and as confirmed in writing by the Union upon request of the Employer, the Trainee/Registered 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 Trainees/Registered Apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Trainees/Registered Apprentices shall be done from the appropriate Union District Office under the direction of the Training Fund.
- (h) Regular operators shall be protected.
- (i) Employers shall make every effort to assign apprentices the work of operating equipment for which they have successfully completed the relevant training program at the Operating Engineers Training Institute of Ontario. Employer shall make every effort to keep Apprentices on a steady basis in order to complete their training hours as quickly as possible.

#### **Ratio of Trainees/Registered Apprentices**

- (j) The ratio of Trainees/Registered Apprentices employed by the Employer may be a minimum of one (1) Trainee/Registered Apprentice to each five (5) Journeymen Operating Engineers in his employ, but in all cases subject to paragraph (b) below, the ratio shall be a minimum of one (1) Trainee/Registered Apprentice to each seven (7) Journeymen Operating Engineers or as otherwise mutually agreed in writing by the Union and the Employer.

- (k) The maximum number of Trainees/Registered Apprentices employed by the Employer at the same time shall be no more than three (3), unless otherwise authorized in writing by the Union.

**5.05** The parties agree that all outstanding training related proposals raised in the 2010 round of negotiations be deferred to a sub-committee with equal representation from the Union and the Association. The sub-committee shall meet within ninety (90) calendar days from the date of the renewal of the collective agreement, or as otherwise agreed to between the parties. Where there is agreement between the members for the sub-committee to make recommendations to amend the collective agreement, the parties will consider the proposed recommendations and if mutually acceptable, with or without amendments, shall implement the proposed recommendations.

## **ARTICLE 6 – NO STRIKES – NO LOCKOUTS**

**6.01** During the term of this Agreement, the Employer agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no slow-down, strike or other stoppage of or interference with work.

## **ARTICLE 7 – UNION REPRESENTATION**

**7.01** The Employer recognizes the right of the Union to select or otherwise appoint a reasonable number of Stewards to assist employees in presenting any complaints or grievances they may have to representatives of management. The Union shall be required to notify the job foreman of the names and number of Stewards on each particular job.

**7.02** The Union acknowledges that Stewards have regular duties to perform as employees of the Employer, and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement, or the investigation or presentation of grievances, without first obtaining the permission of their foreman or immediate supervisor. Such permission will not be unreasonably withheld.

**7.03** Representatives of the Union shall have access to the area of work during working hours; but in no case will such representatives interfere with the progress of the work.

**7.04** The Employer agrees to recognize such reasonable number of Stewards (not to exceed one per permanent yard or major project) as may from time to time be appointed by the Union but shall not be obliged to recognize such Stewards until they have been informed in writing of the names of all Stewards as they are appointed.

**7.05** The Steward shall be the first employee recalled from a lay-off and the last employee to be laid off provided he is competent to perform the work to be completed.

**7.06** The Union shall have the authority to appoint an alternate to act as Steward in the absence of the regular Steward. The alternate steward shall immediately cease acting as Steward when the regular Steward returns to work. The alternate steward shall be entitled to the benefits and privileges provided to a Steward in this Agreement only when acting as Steward in the absence of the regular Steward.

**7.07** The Employer agrees that the Union may appoint as many committee persons as are deemed necessary for the purpose of negotiating the collective agreement who are members of the Utility Contractors' Association of Ontario. The Employer agrees that it shall not discriminate against those employees selected by the Union for the purposes of negotiating the Collective Agreement.

## **ARTICLE 8 – COMPLAINTS AND GRIEVANCES**

**8.01** It is the mutual desire of the parties to this Agreement that the complaints of employees shall be dealt with as quickly as possible.

**8.02** It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his foreman and given him an opportunity of dealing with the complaint. The employee may be represented by a Steward or Business Representative if he so wishes. If the employee does not receive a satisfactory answer within two (2) working days, the matter will be stated in writing on a standard form and will be submitted as a written grievance to such representative of the Employer as may be designated by it.

**8.03** Grievances properly arising under this Agreement shall be adjusted and settled as follows: within ten (10) days after the circumstances giving rise to the grievance occurred or originated (except in the case of a discharge grievance, which shall be presented within five (5) working days), the grievance shall be presented to the Employer in writing on the standard form and the parties shall meet within five (5) working days in an endeavor to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting, then the grievance may be submitted to Arbitration as provided in **Article 9** below at any time within ten (10) days thereafter, but not later. Grievances dealing with alleged violation of payment for hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premium, travelling expenses, room and board allowances, pension and welfare contributions, reporting allowances and dues may be brought forward within three (3) months of such alleged violations. It is further understood that such grievances may be retroactive to the first day of the alleged violation.

## **ARTICLE 9 – ARBITRATION**

**9.01** The Parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 8 above, which has not been settled, will be referred to arbitration before a single arbitrator at the request of either of the parties hereto.

**9.02** The party submitting a grievance to arbitration may either refer the matter for hearing before the Ontario Labour Relations Board (OLRB) acting as arbitrator pursuant to section 133 of the *Labour Relations Act, 1995*, as amended, or either party may propose that the matter be heard by a single arbitrator appointed by the parties. Should the parties agree to have the matter heard by a single arbitrator, the parties agree to continue to exchange names until a mutually agreeable arbitrator is identified who shall then be invited by the parties to hear and determine the matter. Should the parties be unable to agree on an arbitrator, either party may request the Minister of Labour appoint a sole arbitrator.

- 9.03** Where the Parties have agreed to appoint a single arbitrator, the parties shall jointly share the expenses of the arbitrator.
- 9.04** The decision of the OLRB or Arbitrator shall be final and binding on the Parties to this Agreement.
- 9.05** The OLRB or Arbitrator shall not have any power to alter or change any of the existing provisions nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 9.06** In determining the time which is allowed in the various steps, Saturdays, Sundays and Statutory Holidays shall be excluded, and at any time limits may be extended by agreement in writing.
- 9.07** **Management Grievances and Union Grievances**

It is understood that the Association, on its own behalf or on behalf of any of its member companies, may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee. Such grievances shall be processed in accordance with **Section 8.03** of the Grievance Procedure set out above.

- 9.08** A Union policy grievance, which is defined as an alleged violation of this Agreement involving all or a substantial number of employees in the bargaining unit, in regard to which a substantial number of employees have signified an intention to grieve in writing or a grievance involving the Union itself including the application or interpretation of this Agreement may be brought forward as a grievance of an employee, subject to the same time limits as in **Article 8** and to be processed in accordance with the provisions of **Section 8.03** above.

**ARTICLE 10 – APPLICABLE PROVISIONS PROVINCE-WIDE FOR PAYMENT OF WAGES, CLASSIFICATIONS, HOURS OF WORK AND OVERTIME, STATUTORY HOLIDAYS, SHIFT PREMIUM, REPORTING ALLOWANCE, MEAL BREAKS, AND VACATION PAY**

**10.01** Attached hereto are the following Schedules:

- (a) **Schedule “A”**: Applicable to work performed in OLRB Area No. 8 – The City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, and the Town of Ajax and the City of Pickering in the Regional Municipality of Durham, and OLRB Area No. 9 – The Regional Municipality of Durham (except for the Town of Ajax and the City of Pickering), the geographic Township of Cavan in the County of Peterborough and the geographic Township of Manvers in the City of Kawartha Lakes.
- (b) **Schedule “B”**: Applicable to work performed in Simcoe County (in OLRB Area No. 18).

- (c) **Schedule “C”**: Applicable to telecommunications work & Fibre To The Home (“FTTH”) throughout the Province of Ontario.
- (d) **Schedule “D”**: Applicable to hydro excavation and air excavation work throughout the Province of Ontario.
- (e) **Schedule “E”**: Applicable to work performed in **OLRB Area No. 1** – The County of Essex and the Municipality of Chatham-Kent.
- (f) **Schedule “F”**: Applicable to work performed in **OLRB Area No. 2** – The County of Lambton.
- (g) **Schedule “G”**: Applicable to work performed in **OLRB Area No. 3**, excluding the County of Bruce (i.e., The Counties of Oxford, Perth, Huron, Middlesex, and Elgin).
- (h) **Schedule “H”**: Applicable to work performed in **OLRB Area No. 4** – The County of Brant and Norfolk County; in **OLRB Area No. 5** – The Regional Municipality of Niagara and Haldimand County; in **OLRB Area No. 6** – The Regional Municipality of Waterloo (except that portion of the geographic Township of Beverly annexed by North Dumfries Township); in **OLRB Area No. 7** – The County of Wellington; and in **OLRB Area No. 26** – The City of Hamilton, the City of Burlington, that portion of the geographic Township of Beverly annexed by North Dumfries Township and that portion of the Township of Milton within the geographic townships of Nassagaweya and Nelson.
- (i) **Schedule “I”**: Applicable to work performed in **OLRB Area No. 10** – The Town of Cobourg, the Municipality of Port Hope, and the geographic Townships of Hope, Hamilton, Haldimand and Alnwick in the County of Northumberland; in **OLRB Area No. 11** – The County of Peterborough (except for the geographic Township of Cavan), the City of Kawartha Lakes (except for the geographic Township of Manvers) and the County of Haliburton; in **OLRB Area No. 12** – The County of Prince Edward, the geographic Townships of Lake, Tudor and Grimsthorpe and all lands south thereof in the County of Hastings, and the geographic Townships of Percy and Cramahe and all lands east thereof in the County of Northumberland; and in **OLRB Area No. 29** – The County of Lennox and Addington, the County of Frontenac, and the Geographic Townships of Rear Leeds and Lansdowne, Rear of Yonge and Escott, and all lands south thereof in the United Counties of Leeds and Grenville.
- (j) **Schedule “J”**: Applicable to work in all other areas of the Province of Ontario not covered by a Schedule.
- (k) **Schedule “K”**: Applicable to all work performed in **OLRB Area No. 15**: The City of Ottawa and the United Counties of Prescott and Russell.”
- (l) **Schedule “L”**: Applicable to all work performed in **OLRB Area No. 22**: The District of Thunder Bay.

## **10.02 PAYMENT OF WAGES**

- (a) It is understood that when an employee is sent to work in an area outside a geographic area of this Agreement the Employer will maintain the rate of wages and hours of work for each employee as provided in this Collective Agreement.
- (b) No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the Employer sending him to work in any other area.
- (c) Wages shall be paid no later than Thursday of each week. Wages shall be paid by cash or cheque or direct deposit at the option of the Employer and shall be accompanied by a retainable slip outlining the rate of pay, hours of work, overtime hours, deductions for Income Tax, Employment Insurance, CPP, etc. where applicable. It is further agreed that an employee's pay slip may be delivered electronically to the employee and will show the number of hours worked in each week. Notwithstanding the foregoing, the Employer agrees to provide a pay slip in hard copy to any employee who so requests in writing.
- (d) After notification by the employee and/or the Union to the Employer regarding delay of delivery of weekly pay in wage payment before 12 noon on Friday, the Employer will be given twenty-four (24) hours to produce the outstanding pay or an estimate of the weekly pay cheque. If payment cannot be produced, the Employer will pay the employee ten (10) hours at the straight regular day shift rate for the delinquency. The Employer will guarantee payment by completion by the end of workday Monday. If the Employer defaults, the employee shall be paid waiting time at straight time rates, not to exceed (4) hours for each day the delinquency continues.

**10.03** For work behind the property line (other than housing and sub-division) normally as heavy construction, wage rates and hours of work shall be paid as per agreements between area General Contractors and the Union.

**10.04** Employees working at the Employer's yard on standby rate shall be paid their classification rates from the time they are required to leave the yard and return.

## **10.05 HOURS OF WORK AND OVERTIME**

For the purposes of this Agreement, hours of work and overtime provisions are set out in each of the Schedules attached hereto.

## **10.06 STATUTORY HOLIDAYS**

All work performed on Sundays, New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (1st Monday in August), Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, shall be paid for at the rate of double (2x) time.

It is agreed that any additional holiday(s) proclaimed by the provincial government will be recognized as a holiday hereunder.

### **10.07 VACATIONS WITH PAY**

Vacation Pay and Statutory Holiday Pay amounts shall be paid in accordance with each Schedule.

It is understood that Vacation Pay and Statutory Holiday Pay credits will be paid to employees during the first week of July and November and on each pay cheque thereafter until the end of the calendar year, or at termination of employment, whichever occurs first.

### **10.08 TRAVELLING EXPENSES**

Expense Allowance, Daily Travel Allowance, Out of Town Allowance and Room and Board Allowance shall be set out in each Schedule.

### **10.09 REPORTING ALLOWANCE**

- (a) An employee who reports for work at the Employer's shop or site, unless directed not to report by his Employer at least 8 hours prior to the start of his shift, and for whom no work is available due to reasons other than inclement weather, shall receive a minimum of four (4) hours reporting time, and shall remain at other work if requested to do so by the foreman.
- (b) An employee who reports for work at the Employer's shop or job site, unless directed not to report by his Employer at least 8 hours prior to the start of his shift, and for whom no work is available due to inclement weather, shall receive a minimum of one (1) hour reporting time at the applicable rate, provided the employee remains on the job for one (1) hour after his designated starting time, if requested to do so by the foreman. If an employee is directed to work and commences to work, the provisions of **Article 10.09 (a)** shall apply.

### **10.10 SHIFT PREMIUM**

A shift premium of ten percent (10%) of the applicable regular day shift hourly wage will be paid for all work performed on a shift in which the majority of the hours worked are between 6:00 p.m. and 6:00 a.m.

### **10.11 COFFEE BREAKS**

IN THE PROVINCE OF ONTARIO

Employees will be allowed one (1) coffee break of fifteen (15) minutes in each half (1/2) of the working shift. Employees shall be allowed a one-half (1/2) hour unpaid lunch break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a meal break.

## **ARTICLE 11 – PROTECTIVE CLOTHING**

- 11.01** The Employer shall provide employees with such protective and wet weather clothing as may be needed.

- 11.02** The Union recognizes the right of the Employer to economically supervise the distribution of the clothing provided and will co-operate with the Employer to prevent wasteful practices.

## **ARTICLE 12 – CO-OPERATION**

- 12.01** The parties hereto will co-operate and assist each other in every legitimate way to conduct the respective business in an effective, successful and harmonious manner.
- 12.02** In the event an Employer covered by this Agreement becomes actively engaged in pipeline, road building, sewer construction or other heavy construction work, the Collective Agreements applicable to such work will apply to any employees normally represented by the Union. It is expected in the normal course, the application of such an Agreement will be established through membership of the Employer concerned in the appropriate Employer Association.
- 12.03** During the term of this Agreement a committee composed of representatives of the Utility Contractors' Association of Ontario and the International Union of Operating Engineers, Local 793 shall be struck to address the effective administration of the Agreement, to discuss concerns or problems relating to the industry, 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 interest of both parties.

## **ARTICLE 13 – SAFETY, SANITATION AND SHELTER**

- 13.01** On all jobs where more than five (5) employees are continuously employed on jobs lasting one (1) working week or more, there shall be shelter (heated when necessary) provided for employees to eat their lunch and store their clothing. This provision shall not apply to jobs performed under general service contracts (twelve (12) months or more) from a public utility. Sanitary toilets shall be provided in accordance with municipal health regulations.
- 13.02** The Employer shall make safety helmets available to employees which shall be paid for by the employee at cost at the time they are supplied. On termination of employment, the employee will be credited with the amount paid, provided the helmet is returned in reasonable condition.
- 13.03** It is recognized that the job steward may bring to the attention of the foreman any unsafe conditions or violations of safety regulations for corrective action.
- 13.04** Each Employer will make safety boots available to all employees at cost. Each Company shall provide free of cost to the employee rubber boots, welding helmets, safety vests and safety goggles, where the same are necessary.
- 13.05** Each Employer shall, at its own expense, furnish to any workman injured in its employ, who is in need of it, immediate conveyance and transportation to a hospital or to a physician.



- 13.06** The parties have agreed to the establishment of a Safety Committee to be composed of two (2) members of the Union and two (2) representatives from the Association. Safety meetings, not to exceed one per month may be called by the representatives of either party on the Safety Committee.
- 13.07** Trucks which are used to carry men and materials at the same time will be partitioned to separate the men from the materials.
- 13.08** An employee injured in the performance of his duties will resume his regular work when medically fit to do so if work is available and he applies. The job of an injured worker shall be deemed to be available if upon his return any work within his classification on any project under this Agreement is being performed by an employee who, subsequent to the time of injury, was hired by the Employer or transferred or otherwise assigned to perform any work within the said classification on any project covered by this Agreement.

An employee who claims he has been denied employment contrary to this provision, may have recourse to the grievance and arbitration procedures as set out in **Articles 8 and 9** of this Agreement.

#### **ARTICLE 14 – GENERAL**

- 14.01** In no event shall the Employer be required to pay higher rates of wages or be subject to more unfavorable working conditions than those established by the Union for any other Employer, engaged in Power, Energy and Communications construction, maintenance and repair as covered by this Agreement throughout the Province of Ontario, (except as agreed by mutual consent of both parties).
- 14.02** The Employer agrees to employ only sub-contractors who are in contractual relations with the Union provided they are available and bid competitively.
- 14.03** No entertainment or personal communication devices such as cell phones, Blackberries, iPods and/or similar devices shall be used during working hours, nor shall they be turned on, except during lunch break, regular work breaks, job site emergencies, or where prior approval is obtained from the employee's supervisor.

#### **14.04 Lay-off Provision**

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

- (a) First laid-off shall be applicants for membership in the Union, except trainees/apprentices;
- (b) Second laid-off shall be members of the Union from out-of-province working on permits or travel cards;
- (c) Third laid-off shall be members of the Union who are in receipt of a retirement pension from the IUOE Local 793 Pension Plan;

- (d) Last laid-off shall be all other members of the Union.

#### **14.05 Recall Procedure**

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

- (a) First recalled shall be members of the Union, except those identified in **14.05 (b), (c) and (d)**;
- (b) Second recalled shall be members of the Union who are in receipt of a retirement pension from the IUOE Local 793 Pension Plan;
- (c) Third recalled shall be members of the Union from out-of-province working on permits or travel cards;
- (d) Last recalled shall be applicants for membership in the Union.

### **ARTICLE 15 – BENEFIT AND PENSION PLANS**

**15.01** During the lifetime of this Agreement, the Union shall have the right, subject to the approval of the Trustees at any time, to require the Employer to change the amounts of contributions to any Trust Fund, by transferring any portion of the contribution required to be made to any particular Trust Fund to any other Trust Fund, provided that there will be no increase to the total monetary contributions required to be made under this Agreement and also provided that the Trust Fund to which the contribution is directed to is part of this Collective Agreement.

In addition, the Union agrees to give the Employer a minimum of sixty (60) days' notice of any change.

#### **Allocation of Contributions**

**15.02** The allocation of the contributions specified under the terms of **Article 6.01 of Schedules “A”, “B”, and “D” through “L” and Article 8.01 of Schedule “C”** between the I.U.O.E. Local 793 Members Life and Health Benefit Trust of Ontario shall be mutually agreed by the Health and Pension Trustees and shall be distributed by an independent administrator appointed by mutual agreement of the Health and Pension Trustees.

**15.03** These monies shall be remitted in accordance with **the applicable Schedule and this Article** to the Benefit Trust Fund and Pension Trust Fund, which Funds shall be administered by an equal number of Trustees appointed by the Union and an equal number of Trustees appointed by the Employer.

**15.04** i) These monies shall be remitted in accordance with **the applicable Schedule and this Article** and shall be remitted by the 15th day of the month following the month in which the hours have been earned, together with supporting information entered on a

Reporting Form as designated by the Trustees and at no time shall the contributions be paid directly to the employees.

- ii) In the event an Employer fails to remit any contributions, deductions or remittances for the Health Plan, the Pension Plan, dues, fees, or assessments owing pursuant to the **Master Portion, Article 4, Working Dues Check-off and Advancement Dues Check-off, Article 5, Industry and Training Fund, Article 15, Benefit and Pension Plans** and/or **Schedules “A” through “L” of this Agreement** by the 15th day of the month due, the Employer shall pay to the appropriate fund as liquidated damages and not as a penalty, an amount equal to three percent (3%) per month, compounded monthly (42.6% per annum) for any delinquent contributions, deductions or remittances thirty (30) days in arrears calculated from the date due, provided the Employer has received five (5) days proper written notice to correct such delinquency and has not done so.
- iii) With reasonable cause, the Trustees may request an Employer to submit to them within a stipulated period a certified audited statement of payroll contributions to these funds for a period not to exceed the period from the effective date of each **Schedule** 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 15.04 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 **Schedule and/or Master Portion provisions in question**. 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.

**15.05** 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 15.04 ii)** above and completed supporting contribution report forms as required by the Plan.

#### **15.06**

- i) When an Employer fails to remit all delinquent contributions the provisions of **Article 15.04 ii)** shall apply and the Union, on instructions from the Trustees, shall immediately institute proceedings against delinquent Employers under Section 133 of the *Labour Relations Act, 1995*. 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 15.04 iii)]** at the Ontario Labour Relations Board; and **Article 15.04 ii)** shall apply.

- iii) In the event that a grievance alleging that an Employer has failed to remit the proper contributions, deduction or remittances to any Trust Fund or party as required by the **Master Portion and/or applicable Schedule**, the parties agree that for the purposes of determining any issue, the following presumption shall apply:

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

- iv) If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to pay wages to employees or a failure to make appropriate payments to a Trust Fund or an administrator as required by this Agreement is litigated and the Board determines that an Employer has violated the Agreement, then the Ontario Labour Relations Board or the Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation cost of all witness(es) and business representative(s), delinquency control officer, conduct money, cost incurred in serving a summons, any expenses incurred by the Union pursuant to **Section 133 (10)** of the *Labour Relations Act, 1995* 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 that 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.

**15.07** 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.

**15.08** 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 15.04**.

**15.09** Where the Union has instituted proceedings against a delinquent Employer under **Section 133** of the *Labour Relations Act, 1995* as described in **Article 15.06 i)** and the delinquent Employer has failed to provide the supporting information in the manner and date(s) provided for in **Article 15.04 i)**, the parties agree that the Union may use the information provided by the delinquent Employer on prior Reporting Forms to arrive at a reasonable and probable estimate of the current delinquency.

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

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

A delinquent Employer who has failed to provide supporting documentation as outlined in paragraph 1 above shall be estopped from challenging the estimate arrived at by the Union pursuant to that section, save and except that the Employer may challenge the estimate through the production of accurate supporting information at any time before such date as the proceedings under **Section 133** of the *Labour Relations Act, 1995* as described above are concluded, but not thereafter.

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

**15.10** Each Employer bound by a **Schedule** to this Agreement hereby covenants and agrees to sign a Participation Agreement with the Trustees on the form attached hereto as Appendix "A".

**15.11** The Trustees of the employee benefit plan referred to in this collective agreement shall promptly notify the Union (or Council) of the failure by any Employer to pay any employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation to the *Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

**15.12** **Article 6.01 of Schedules "A", "B", and "D" through "L" and Article 8.01 of Schedule "C" of this Agreement** require 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:

For members who have in their Health Plan Dollar Bank amounts below the Health Plan Dollar Bank maximum, amounts contributed pursuant to **Article 6.01 of Schedules "A", "B", and "D" through "L" and Article 8.01 of Schedule "C" of this Agreement**, amounts shall be allocated in accordance with those **Articles**.

For members who have in their Health Plan Dollar Bank amounts at or over the Health Plan Dollar Bank maximum, further amounts contributed pursuant to **the applicable Schedule** shall be allocated to the Pension Plan.

Dollar Bank Health Plan Maximums during the term of this agreement are as follows:

Effective May 1, 2022	\$6,750.00 or fewer
Effective October 1, 2022	\$8,500.00 or fewer
Effective October 1, 2023	\$10,450.00 or fewer
Effective October 1, 2024	\$12,600.00 or fewer

Dollar Bank Health Plan Maximums may 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.

#### **ARTICLE 16 – GROUP LEGAL PLAN**

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

#### **ARTICLE 17 – SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN**

**17.01** 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. The parties agree that the contributions made by the Employer shall be a combination of monies redirected from the Health Benefit Plan to the SUB Plan and a portion of the negotiated wage increase, which members wish to redirect to the SUB Plan as follows:

- (a)** May 1, 2022 – \$0.10 per hour earned
  - a. May 1, 2023 – \$0.36 per hour earned
  - b. May 1, 2024 - \$0.36 per hour earned
  
- (b)** 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.
  
- (c)** 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.

- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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 statutes and regulations with respect to any amount paid to a member under the SUB Plan.
- (h) 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.

For clarity, it is understood that the amount **(\$0.36)** referred to in **Article 17** is included in the total wage/compensation package and is not an amount that is in addition to the compensation package.

## **ARTICLE 18 – WORKING PENSIONERS**

**18.01** For bargaining unit employees who are in receipt of a pension from the IUOE 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 to 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.

Employers will not be liable for any additional costs as a result of the implementation of the above clause.

#### **ARTICLE 19 – DENOVO TREATMENT CENTRE**

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

#### **ARTICLE 20 – LOCAL AND INDIGENOUS EMPLOYMENT**

**20.01** The Employer and the Union agree to discuss and cooperate to encourage opportunities for local and Indigenous employment under the terms and conditions of the Agreement.

Employees who elect to observe National Truth and Reconciliation Day by taking the day off shall experience no discrimination of any kind for electing to do so.

#### **ARTICLE 21 – LABOUR MANAGEMENT JOB PROMOTION ORGANIZATION**

**21.01** If enacted by the other Association and Union:

The Union and the Association agree to create and establish an Organization to be known as the “Labour Management Job Promotion Organization” the purpose of which shall be to actively promote employment in the construction industry in the Municipality of Metropolitan Toronto and surrounding areas by providing professional assistance to contractors, builders and developers in their relations with federal, provincial and municipal governments, and their agencies, in matters pertaining to legislative change and obtaining regulatory approval for building and construction.

The parties agree to create and establish the organization jointly with other associations to be composed of one professional lobbyist appointed and paid for by the Union and one appointed paid for the associations. It is agreed that the administrative expenses incurred by the organization shall be shared equally by the parties on a basis to be determined by them within two (2) months from the date of the execution hereof. Expenses to be shared are in the following categories:

- (a) Secretarial
- (b) Office Supplies
- (c) Telephone Expenses



**ARTICLE 22 – ENABLING CLAUSE**

**22.01** Where a particular clause, article or provision contained within a local schedule and not within the Master Portion of this Agreement, works a hardship in a specific geographic area within the province, the Union may reach a Memorandum of Exemption or Amendment, in writing with the Association, to exempt or amend the particular clause, article or provisions of the local schedule, for the specific geographic area within the province specified in the Memorandum of Exemption or Amendment.

**ARTICLE 23 – DURATION**

**23.01** This Agreement shall become effective on the 1st day of May, 2022, and shall 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 of, or proposed revision of, this Agreement, not more than one hundred and twenty (120) days and not less than sixty (60) days before the 30th day of April, 2025 or in a like period in any year thereafter.

**IN WITNESS WHEREOF** the Party of the First Part and the Party of the Second Part have caused their proper Officers to affix their signatures

4/25/2023 | 11:58:51 AM EDT

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

**ON BEHALF OF:**

**THE UTILITY CONTRACTORS'  
ASSOCIATION OF ONTARIO  
INCORPORATED**

DocuSigned by:  
*Namby Vithiananthan*  
798DF9973EFC471...

Namby Vithiananthan,  
Chair, Labour Committee

P.O. Box 28010 Terrytown PO

Address

Scarborough ON M1N 3E7

City, Province, Postal Code

TEL: 416-527-0360 / FAX: 905-412-0339

Telephone and Fax Number(s)

**ON BEHALF OF:**

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

DocuSigned by:  
*Mike Gallagher*  
1BF0E07A9C6140F...

Mike Gallagher, Business Manager

DocuSigned by:  
*Joe Redshaw*  
C10E5C088E9F341E...

Joe Redshaw, President

DocuSigned by:  
*Rick Kerr*  
120DF7E20893425...

Rick Kerr, Treasurer

DocuSigned by:  
*Dave Turple*  
80FA41B0AA2149E...

Dave Turple, Vice President

DocuSigned by:  
*Steve Booze*  
E2DFC09A4810426...

Steve Booze, Recording-Corresponding  
Secretary

DocuSigned by:  
*Justin O'Neill*  
2827BF28D6104E2...

Recommended By Justin O'Neill,  
Toronto Area Supervisor

## **SCHEDULE “A”**

<p><b>This is Schedule “A” to a Collective Agreement between the Utility Contractors’ Association of Ontario Incorporated and the International Union of Operating Engineers, Local 793</b></p>
<p><b>This Schedule applies to work performed in the following OLRB Geographic Area(s):</b></p>
<p><b>OLRB Area No. 8 – The City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, and the Town of Ajax and the City of Pickering in the Regional Municipality of Durham</b></p> <p><b>OLRB Area No. 9 – The Regional Municipality of Durham (except for the Town of Ajax and the City of Pickering), the geographic Township of Cavan in the County of Peterborough and the geographic Township of Manvers in the City of Kawartha Lakes)</b></p>
<p><b>All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule</b></p>

### **ARTICLE 1 – CLASSIFICATIONS AND WAGE RATES FOR BOARD AREAS 8 AND 9**

1. Engineers operating cranes, including but not limited to self-erecting cranes, boom trucks (over 8 tons), backhoes (excavator), hydraulic or cable type side booms, gradalls and similar equipment

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$46.44	\$4.65	\$5.77	\$0.10	\$7.08	<b>\$64.04</b>	\$0.74	\$0.25	<b>\$65.03</b>
<b>May 1, 2023</b>	\$48.70	\$4.87	\$5.77	\$0.36	\$7.08	<b>\$66.78</b>	\$0.74	\$0.25	<b>\$67.77</b>
<b>May 1, 2024</b>	\$51.11	\$5.11	\$5.77	\$0.36	\$7.18	<b>\$69.53</b>	\$0.74	\$0.25	<b>\$70.52</b>

2. Mechanical Welders (on site); Operators of Bulldozers, D4 & over; Front-end Loaders, 1 cu. yd. & over; Industrial type backhoes with excavating attachments (rubber tire backhoe); trenching machines over Davis 300 and similar equipment to foregoing

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$45.97	\$4.60	\$5.77	\$0.10	\$7.08	<b>\$63.52</b>	\$0.74	\$0.25	<b>\$64.51</b>
May 1, 2023	\$48.23	\$4.82	\$5.77	\$0.36	\$7.08	<b>\$66.26</b>	\$0.74	\$0.25	<b>\$67.25</b>
May 1, 2024	\$50.64	\$5.06	\$5.77	\$0.36	\$7.18	<b>\$69.01</b>	\$0.74	\$0.25	<b>\$70.00</b>

3. Operators of Bulldozers, under D4; Well points and all types of dewatering systems, 6" discharge and over; Front-end loaders under 1-cu. yd; Augers and boring equipment other than air activated under 8" (save as excluded in memorandum between I.U.O.E., & Labourers International Union), Directional Drills

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$45.76	\$4.58	\$5.77	\$0.10	\$7.08	<b>\$63.29</b>	\$0.74	\$0.25	<b>\$64.28</b>
May 1, 2023	\$48.03	\$4.80	\$5.77	\$0.36	\$7.08	<b>\$66.04</b>	\$0.74	\$0.25	<b>\$67.03</b>
May 1, 2024	\$50.44	\$5.04	\$5.77	\$0.36	\$7.18	<b>\$68.79</b>	\$0.74	\$0.25	<b>\$69.78</b>

4. Shop and Standby Time

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$45.61	\$4.56	\$5.77	\$0.10	\$7.08	<b>\$63.12</b>	\$0.74	\$0.25	<b>\$64.11</b>
May 1, 2023	\$47.87	\$4.78	\$5.77	\$0.36	\$7.08	<b>\$65.86</b>	\$0.74	\$0.25	<b>\$66.85</b>
May 1, 2024	\$50.28	\$5.02	\$5.77	\$0.36	\$7.18	<b>\$68.61</b>	\$0.74	\$0.25	<b>\$69.60</b>

\*LABOUR RELATIONS – Employers must pay this fund directly to the UCA; this fund is subject to HST.

Clarity Note: Training Fund includes five cents (\$0.05) per hour to the National Training Fund.

## **ARTICLE 2 – HOURS OF WORK AND OVERTIME**

- 2.01** Overtime at the rate of time and one-half (1-1/2) will be paid for all hours worked in excess of nine (9) hours daily of forty-five (45) hours weekly, but not both. Time worked after

6:00 p.m. Monday to Friday inclusive and time worked on Saturday will be paid at time and one-half (1-1/2). Such overtime shall not be in addition to overtime already being paid in excess of weekly hours set out below.

The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any employee recalled to work with less than an eight (8) hour rest period shall be paid at one and one half (1-1/2) times the straight time rate for all hours worked until conclusion of that shift.

### **ARTICLE 3 – VACATION WITH PAY**

**3.01** Vacation and Statutory Holiday Pay shall be credited weekly to each employee covered by this Schedule, 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.

### **ARTICLE 4 – TRAINING FUND**

**4.01** Each Employer bound by this Schedule shall contribute Seventy-Four cents (\$0.74) per hour for each hour worked by each employee covered by this Agreement, as the Employer's contribution to the International Union of Operating Engineers, Local 793 Training Fund (includes five cents (\$0.05) per hour to the National Training Fund).

### **ARTICLE 5 – TRAVELLING EXPENSES**

#### **5.01 Local**

The Employer shall pay employees at straight time rates for all time spent on travelling to and from the work site. The Employer shall pay employees at straight time rates for all time spent on travelling as a passenger to and from the work site in excess of fifteen (15) minutes each way. Time will commence on leaving the assembly point and end at time of arrival at the work site. This local travelling allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

#### **5.02 Distant**

Where the operations of the Employer require employees to transfer from job to job and place to place outside a metropolitan area, the Employer will pay the cost of transportation between points in accordance with **Article 5.06** below and reimburse for meals and accommodation en route. Such employees who are required to live outside of their normal place of residence and whose regular and permanent residence is within a metropolitan area, will be supplied with transportation back to the assembly point or base of operations once each week. In addition to the board allowance provided for in **Section 5.06** below, employees who are eligible for such expenses will be required to remain on the job for one

(1) month or for the duration of the job if less than one (1) month and may be required to sign a form to that effect.

### **5.03 Expense Allowance**

In the Toronto area, a 2-zone system will be established as follows (see attached map):

**Zone 1** The Greater Toronto Metropolitan Free Zone shall consist of the area within the west side of County Line #23, the south side of Highway #88/7th Line, the east side of Burloak Drive in Oakville or their extensions and including the Town of Newmarket (with Lake Ontario as the southern boundary).

**Zone 2** The area outside Zone 1 and within the geographic area of this Agreement.

**5.04** The expense allowance will not apply when employees are transported by the Employer from an assembly point inside Zone 1. In such cases, employees will receive their regular rate of pay commencing fifteen (15) minutes after leaving the assembly point. Employees will not be paid for the last fifteen (15) minutes returning to the assembly point at the end of their shifts.

### **5.05 Daily Travel Allowance**

An employee travelling to a job in his own vehicle inside of Zone 1 will receive no daily mileage. An employee required by the Employer to use his own vehicle to travel to, from and/or between jobsites in Zone 2 shall be paid sixty cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and sixty cents (\$0.60) per kilometre from the job to the boundary of Zone 1 plus a travel allowance of thirty-three dollars (\$33.00) per day. The travel allowance will not apply when employees are transported in a company vehicle by the Employer.

### **5.06 Out of Town Allowance**

An employee that is sent by the Employer to a job in Zone 2, and who is required by the Employer to remain away from his normal place of residence shall be paid his regular rate of pay at straight time from the boundary of Zone 1 upon his commencement of employment on the job and his regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of the job, and the following out-of-town allowances:

- a) If the employee is required by the Employer to use his own vehicle to travel to, from and/or between jobsites in Zone 2 he/she shall be paid sixty cents (\$0.60) per road kilometre travelled from the boundary of Zone 1 to the jobsite upon commencement of the job and from the jobsite to the boundary of Zone 1 plus a travel allowance of thirty three dollars (\$33.00); and
- b) A room and board allowance One Hundred and Seventy Dollars (\$170.00) per day or part thereof effective May 1, 2022

## **ARTICLE 6 – BENEFIT AND PENSION PLANS**

- 6.01 (a)** Effective **May 1, 2022** Employers shall contribute in total Twelve Dollars and Eighty-Five Cents (**\$12.85**) per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the “Health Plan”) and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the “Pension Plan”) for each hour earned by each employee in his employ.

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 Schedule “B”.

Effective **May 1, 2023**, Employers shall contribute in total Twelve Dollars and Eighty-Five Cents (**\$12.85**) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Twelve Dollars and Ninety-Five Cents (**\$12.95**) per hour.

## **SCHEDULE “B”**

<p><b>This is Schedule “B” to a Collective Agreement between the Utility Contractors’ Association of Ontario Incorporated and the International Union of Operating Engineers, Local 793.</b></p>
<p><b>This Schedule applies to work performed in the following OLRB Geographic Area(s):</b></p>
<p><b>County of Simcoe – in OLRB Area No. 18</b></p>
<p><b>All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.</b></p>

### **ARTICLE 1 – CLASSIFICATIONS AND WAGE RATES FOR SIMCOE COUNTY**

1. Engineers operating cranes, including but not limited to self-erecting cranes, boom trucks (over 8 tons), backhoes (excavator), hydraulic or cable type side booms, gradalls and similar equipment

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$37.44	\$3.75	\$5.77	\$0.10	\$6.28	<b>\$53.34</b>	\$0.74	\$0.25	<b>\$54.33</b>
<b>May 1, 2023</b>	\$39.48	\$3.95	\$5.77	\$0.36	\$6.28	<b>\$55.84</b>	\$0.74	\$0.25	<b>\$56.83</b>
<b>May 1, 2024</b>	\$41.66	\$4.17	\$5.77	\$0.36	\$6.38	<b>\$58.34</b>	\$0.74	\$0.25	<b>\$59.33</b>

2. Mechanical Welders (on site); Operators of Bulldozers, D4 & over; Front-end Loaders, 1 cu. yd. & over; Industrial type backhoes with excavating attachments (rubber tire backhoe); trenching machines over Davis 300 and similar equipment to foregoing

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$36.94	\$3.70	\$5.77	\$0.10	\$6.28	<b>\$52.79</b>	\$0.74	\$0.25	<b>\$53.78</b>
<b>May 1, 2023</b>	\$38.98	\$3.90	\$5.77	\$0.36	\$6.28	<b>\$55.29</b>	\$0.74	\$0.25	<b>\$56.28</b>



<b>May 1, 2024</b>	\$41.16	\$4.12	\$5.77	\$0.36	\$6.38	<b>\$57.79</b>	\$0.74	\$0.25	<b>\$58.78</b>
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3. Operators of Bulldozers, under D4; Well points and all types of dewatering systems, 6" discharge and over; Front-end loaders under 1-cu. yd; Augers and boring equipment other than air activated under 8" (save as excluded in memorandum between I.U.O.E., & Labourers International Union), Directional Drills

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$36.74	\$3.68	\$5.77	\$0.10	\$6.28	<b>\$52.57</b>	\$0.74	\$0.25	<b>\$53.56</b>
<b>May 1, 2023</b>	\$38.78	\$3.88	\$5.77	\$0.36	\$6.28	<b>\$55.07</b>	\$0.74	\$0.25	<b>\$56.06</b>
<b>May 1, 2024</b>	\$40.96	\$4.10	\$5.77	\$0.36	\$6.38	<b>\$57.57</b>	\$0.74	\$0.25	<b>\$58.56</b>

#### 4. Shop and Standby Time

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$36.46	\$3.65	\$5.77	\$0.10	\$6.28	<b>\$52.26</b>	\$0.74	\$0.25	<b>\$53.25</b>
<b>May 1, 2023</b>	\$38.50	\$3.85	\$5.77	\$0.36	\$6.28	<b>\$54.76</b>	\$0.74	\$0.25	<b>\$55.75</b>
<b>May 1, 2024</b>	\$40.68	\$4.07	\$5.77	\$0.36	\$6.38	<b>\$57.26</b>	\$0.74	\$0.25	<b>\$58.25</b>

\*LABOUR RELATIONS – Employers must pay this fund directly to the UCA; this fund is subject to HST.

**Clarity Note:** Training Fund includes five cents (\$0.05) per hour to the National Training Fund.

**1.01** It is understood that when an employee is sent to work in an area outside a geographic area of this Schedule “B” the Employer will maintain the rate of wages and hours of work for each employee as provided in this Schedule “B”. In the event the outside geographic area schedule provides a higher wage package, the employer agrees to apply the higher wage package.

**1.02** No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the Employer sending the employee to work in any other area.

## **ARTICLE 2 – HOURS OF WORK AND OVERTIME**

**2.01** Overtime at the rate of time and one-half (1-1/2) will be paid for all hours worked in excess of ten (10) hours per day from Monday to Friday and fifty (50) hours per week. All hours worked on Saturday will be paid at time and one-half (1-1/2).

The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any

employee recalled to work with less than an eight (8) hour rest period shall be paid at one and one half (1-1/2) times the straight time rate for all hours worked until conclusion of that shift.

### **ARTICLE 3 – VACATION WITH PAY**

**3.01** Vacation and Statutory Holiday Pay shall be credited 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.

### **ARTICLE 4 – TRAVELLING EXPENSES**

#### **4.01 Local**

The Employer shall pay employees at straight time rates for all time spent on travelling to and from the work site. The Employer shall pay employees at straight time rates for all time spent on travelling as a passenger to and from the work site in excess of fifteen (15) minutes each way. Time will commence on leaving the assembly point and end at time of arrival at the work site. This local travelling allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

#### **4.02 Distant**

Where the operations of the Employer require employees to transfer from job to job and place to place outside a metropolitan area, the Employer will pay the cost of transportation between points and reimburse for meals and accommodation en route. Such employees who are required to live outside of their normal place of residence and whose regular and permanent residence is within a metropolitan area will be supplied with transportation back to the assembly point or base of operations once each week. In addition to the board allowance provided for in **Section 4.06** below, employees who are eligible for such expenses will be required to remain on the job for one (1) month or for the duration of the job if less than one (1) month and may be required to sign a form to that effect.

#### **4.03 Expense Allowance:**

In the Geographic Area described in Schedule “B”, a **3-zone** system will be established as follows:

<b><u>Zone 1</u></b>	➤ The Schedule “B” free zone shall be comprised of an area included in a radius of forty (40) kilometres where the Employer’s primary base of operations is the centre.
<b><u>Zone 2</u></b>	➤ The area outside of Zone 1, which is within and includes the one hundred (100) kilometre radius of Zone 3.

<b><u>Zone 3</u></b>	➤ The area outside of Zone 2 which is over one hundred (100) kilometres from the Employer's primary base of operations and within the geographic area of this Agreement.
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**4.04** The expense allowance will not apply when employees are transported by the Employer from and assembly point inside Zone 1. In such cases, employees will receive their regular rate of pay commencing fifteen (15) minutes after leaving the assembly point. Employees will not be paid for the last fifteen (15) minutes returning to the assembly point at the end of their shifts.

**4.05 Daily Travel Allowance:**

- i) An employee travelling to a job in their own vehicle inside of Zone 1 will receive no daily mileage.
- ii) An employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 2 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1.
- iii) An Employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1, plus a travel allowance of **Thirty-Three Dollars (\$33.00)**. The travel allowance will not apply when employees are transported in a company vehicle by the Employer.

**4.06 Out of Town Allowance:**

An employee that is sent by the Employer to a job in Zone 3, and who is required by the Employer to remain away from their normal place of residence shall be paid their regular rate of pay at straight time from the boundary of Zone 1 upon their commencement of employment on the job and their regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of the job, and the following out-of-town allowances:

- i) If the employee is required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3, the employee shall be paid Sixty Cents (\$0.60) per road kilometre travelled from the boundary of Zone 1 to the jobsite upon commencement of the job and from the jobsite to the boundary of Zone 1 plus a travel allowance of **Thirty-Three Dollars (\$33.00)**; and
- ii) A room and board allowance of **One Hundred and Seventy Dollars (\$170.00)** per day or part thereof effective May 1, 2022.

**ARTICLE 5 – TRAINING FUND**

**5.01** The Employer agrees to contribute the sum of Seventy-Four Cents (\$0.74) per hour for each hour worked by each employee covered by this Agreement, as the Employer's

contribution to the International Union of Operating Engineers, Local 793 Training Fund (includes five cents (\$0.05) per hour to the National Training Fund).

**ARTICLE 6 – BENEFIT AND PENSION PLANS**

**6.01** **Effective May 1, 2022**, Employers shall contribute in total Twelve Dollars and Five Cents (**\$12.05**) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Twelve Dollars and Five Cents (**\$12.05**) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Twelve Dollars and Fifteen Cents (**\$12.15**) per hour.

## **SCHEDULE “C”**

<p><b>This is Schedule “C” to a Collective Agreement between the Utility Contractors’ Association of Ontario Incorporated and the International Union of Operating Engineers, Local 793.</b></p>
<p><b>This Schedule applies to:</b></p> <p><b>Telecommunications work &amp; Fibre To The Home (“FTTH”) throughout the Province of Ontario</b></p>
<p><b>All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.</b></p>

### **ARTICLE 1 – DEFINITIONS**

- 1.01 (a) Telecommunications Work (excluding Fibre To The Home “FTTH”):**  
manhole rebuilds, duct installation, concrete ductbanks, break-out concrete and relocate.
- (b) Fibre To The Home “FTTH”:**  
all telecommunications work from the node cabinet (also known as the central splitting point “CSP” or outside plant interface “OPI”) to the customer service enclosure “CSE”.

### **ARTICLE 2 – CLASSIFICATIONS AND WAGE RATES**

- 2.01 (a) For telecommunications work in OLRB Board Area Nos. 8 and 9, excluding work performed in the City of Toronto:**
- i) Telecommunications Operator: Cranes, Boom trucks, rubber tire backhoes, excavators, bulldozers, front end loaders, directional drills, trenching machines, or similar equipment.**

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$37.84	\$3.79	\$5.77	\$0.10	\$6.92	<b>\$54.42</b>	\$0.20	\$0.25	<b>\$54.87</b>
<b>May 1, 2023</b>	\$39.74	\$3.98	\$5.77	\$0.36	\$6.92	<b>\$56.77</b>	\$0.20	\$0.25	<b>\$57.22</b>
<b>May 1, 2024</b>	\$41.93	\$4.19	\$5.77	\$0.36	\$7.02	<b>\$59.27</b>	\$0.20	\$0.25	<b>\$59.72</b>

- ii) 2,001-3,000 hours Telecommunications Operator (90% of the Telecommunications Operator Rate):

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$34.06	\$3.41	\$4.12	\$0.10	\$1.24	<b>\$42.92</b>	\$0.20	\$0.25	<b>\$43.37</b>
May 1, 2023	\$35.77	\$3.58	\$4.12	\$0.36	\$1.24	<b>\$45.06</b>	\$0.20	\$0.25	<b>\$45.51</b>
May 1, 2024	\$37.74	\$3.77	\$4.12	\$0.36	\$1.34	<b>\$47.33</b>	\$0.20	\$0.25	<b>\$47.78</b>

- iii) 1,001-2,000 hours Telecommunications Operator (85% of the Telecommunications Operator Rate):

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$32.16	\$3.22	\$4.12	\$0.10	\$1.24	<b>\$40.84</b>	\$0.20	\$0.25	<b>\$41.29</b>
May 1, 2023	\$33.78	\$3.38	\$4.12	\$0.36	\$1.24	<b>\$42.88</b>	\$0.20	\$0.25	<b>\$43.33</b>
May 1, 2024	\$35.64	\$3.56	\$4.12	\$0.36	\$1.34	<b>\$45.02</b>	\$0.20	\$0.25	<b>\$45.47</b>

- iv) 0-1,000 hours Telecommunications Operator (75% of the Telecommunications Operator Rate):

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$28.38	\$2.84	\$4.12	\$0.10	\$1.24	<b>\$36.68</b>	\$0.20	\$0.25	<b>\$37.13</b>
May 1, 2023	\$29.81	\$2.98	\$4.12	\$0.36	\$1.24	<b>\$38.51</b>	\$0.20	\$0.25	<b>\$38.96</b>
May 1, 2024	\$31.45	\$3.14	\$4.12	\$0.36	\$1.34	<b>\$40.41</b>	\$0.20	\$0.25	<b>\$40.86</b>

**(b) For telecommunications work in the County of Simcoe and Other Areas:**

- i) Telecommunications Operator: Cranes, Boom trucks, rubber tire backhoes, excavators, bulldozers, front end loaders, directional drills, trenching machines, or similar equipment.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$31.45	\$3.15	\$4.12	\$0.10	\$4.20	<b>\$43.02</b>	\$0.20	\$0.25	<b>\$43.47</b>
May 1, 2023	\$33.17	\$3.32	\$4.12	\$0.36	\$4.20	<b>\$45.17</b>	\$0.20	\$0.25	<b>\$45.62</b>
May 1, 2024	\$35.08	\$3.51	\$4.12	\$0.36	\$4.30	<b>\$47.37</b>	\$0.20	\$0.25	<b>\$47.82</b>

- ii) Entry Level Telecommunications Operator (90% of the Telecommunications Operator Rate):

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$28.31	\$2.84	\$4.12	\$0.10	\$1.20	<b>\$36.56</b>	\$0.20	\$0.25	<b>\$37.01</b>
May 1, 2023	\$29.86	\$2.99	\$4.12	\$0.36	\$1.20	<b>\$38.53</b>	\$0.20	\$0.25	<b>\$38.98</b>
May 1, 2024	\$31.57	\$3.16	\$4.12	\$0.36	\$1.30	<b>\$40.52</b>	\$0.20	\$0.25	<b>\$40.97</b>

**(c) For Fibre To The Home (FTTH) work:**

- i) FTTH Operator: Excavators, Backhoes, Bulldozers, Loaders, Directional Drills:

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$32.81	\$3.29	\$4.12	\$0.10	\$1.12	<b>\$41.44</b>	\$0.20	\$0.25	<b>\$41.89</b>
May 1, 2023	\$34.53	\$3.46	\$4.12	\$0.36	\$1.12	<b>\$43.59</b>	\$0.20	\$0.25	<b>\$44.04</b>
May 1, 2024	\$36.44	\$3.65	\$4.12	\$0.36	\$1.22	<b>\$45.79</b>	\$0.20	\$0.25	<b>\$46.24</b>

\*LABOUR RELATIONS – Employers must pay this fund directly to the UCA; this fund is subject to HST.

**Clarity Note:** Training Fund includes five cents (\$0.05) per hour to the National Training Fund.

- (ii) The Employer agrees that the primary employees it will utilize to perform FTTH operator work shall be Trainees/Registered Apprentices identified in the Master Portion, Article 5.04 (a) of this Agreement. The parties further agree that the base rate percentage increases set out in Article 5.04 (a), (b), (c)

and (d) do not apply, and Ratio of Trainees/Registered Apprentices described in Article 5.04 (g) and (h) also do not apply for FTTH work.

In the event that Trainees/Registered Apprentices are not available, the Union shall work cooperatively with the Employer to supply or permit the employment of qualified operators to perform FTTH work.

### **ARTICLE 3 – IMPLEMENTATION**

- 3.01** The Employer agrees that no regular employee shall suffer a loss in wages, hours of work or any other benefit and entitlement as a result of the implementation of this Schedule.
- 3.02** Despite **Article 3 – Management Rights** in the Master Portion of this Agreement, the Employer agrees that no regular operator shall be required to perform telecommunications work, including FTTH work, unless he/she agrees on a strictly voluntary basis.

### **ARTICLE 4 – TELECOMMUNICATIONS SUBCOMMITTEE**

- 4.01** The parties agree to establish a subcommittee of equal representation of representatives from the Association and the Union to meet once per month for the next year starting from July 15, 2016, or other schedule mutually agreed upon by the parties. The purpose of the subcommittee is to discuss and review the status of telecommunications work and the implementation of the terms and conditions of this Schedule.

### **ARTICLE 5 – HOURS OF WORK AND OVERTIME**

- 5.01** Hours of work and overtime provisions applicable to all work falling under the scope of Schedule “C”, Article 2.01 (a) taking place in Board Area 8/9:

Overtime at the rate of time and one-half (1-1/2) will be paid for all hours worked in excess of nine (9) hours daily of forty-five (45) hours weekly, but not both. Time worked after 6:00 p.m. Monday to Friday inclusive and time worked on Saturday will be paid at time and one-half (1-1/2). Such overtime shall not be in addition to overtime already being paid in excess of weekly hours set out below.

The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any employee recalled to work with less than an eight (8) hour rest period shall be paid at one and one half (1-1/2) times the straight time rate for all hours worked until conclusion of that shift.

- 5.02** Hours of work and overtime provisions applicable to all work falling under the scope of Schedule “C”, Articles 2.01 (b) and (c) in all other areas:

Overtime at the rate of time and one-half (1-1/2) will be paid for all hours worked in excess of ten (10) hours per day from Monday to Friday and fifty (50) hours per week. All hours worked on Saturday will be paid at time and one-half (1-1/2).



The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any employee recalled to work with less than an eight (8) hour rest period shall be paid at one and one half (1-1/2) times the straight time rate for all hours worked until conclusion of that shift.

#### **ARTICLE 6 – VACATION WITH PAY**

**6.01** Vacation and Statutory Holiday Pay shall be credited weekly to each employee covered by this Schedule, 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.

#### **ARTICLE 7 – TRAINING FUND**

7.01 Each Employer bound by this Agreement shall contribute twenty cents (\$0.20) per hour for each hour worked by each employee covered by this Agreement, as the Employer's contribution to the International Union of Operating Engineers, Local 793 Training Fund (includes five cents (\$0.05) per hour to the National Training Fund).

#### **ARTICLE 8 – BENEFIT AND PENSION PLANS**

**8.01 (a) For Telecommunications Work in OLRB Area Nos. 8 and 9, excluding Toronto:**

(i) Telecommunications Operator: Cranes, Boom trucks, rubber tire backhoes, excavators, bulldozers, front end loaders, directional drills, trenching machines, or similar equipment.

**Effective May 1, 2022**, Employers shall contribute in total Twelve Dollars and Sixty-Nine Cents (\$12.69) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Twelve Dollars and Sixty-Nine Cents (**\$12.69**) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Twelve Dollars and Seventy-Nine Cents (**\$12.79**) per hour.

(ii) 2,001 – 3,000 hours Telecommunications Operator (90% of the Telecommunications Operator Rate).

**Effective May 1, 2022**, Employers shall contribute in total Five Dollars and Thirty-Six Cents (\$5.36) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Five Dollars and Thirty-Six Cents (\$5.36) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Five Dollars and Forty-Six Cents (\$5.46) per hour.

- (iii) 1,001 – 2,000 hours Telecommunications Operator (85% of the Telecommunications Operator Rate)

**Effective May 1, 2022**, Employers shall contribute in total Five Dollars and Thirty-Six Cents (\$5.36) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Five Dollars and Thirty-Six Cents (\$5.36) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Five Dollars and Forty-Six Cents (\$5.46) per hour.

- (iv) 0 – 1,000 hours Telecommunications Operator (75% of the Telecommunications Operator Rate)

**Effective May 1, 2022**, Employers shall contribute in total Five Dollars and Thirty-Six Cents (\$5.36) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Five Dollars and Thirty-Six Cents (\$5.36) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Five Dollars and Forty-Six Cents (\$5.46) per hour.

**8.01 (b) For telecommunications work in the County of Simcoe and Other Areas:**

- (i) Telecommunications Operator: Cranes, Boom trucks, rubber tire backhoes, excavators, bulldozers, front end loaders, directional drills, trenching machines, or similar equipment.

**Effective May 1, 2022**, Employers shall contribute in total Eight Dollars and Thirty-Two Cents (\$8.32) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

**Effective May 1, 2023**, Employers shall contribute in total Eight Dollars and Thirty-Two Cents (\$8.32) per hour.

**Effective May 1, 2024**, Employers shall contribute in total Eight Dollars and Forty-Two Cents (\$8.42) per hour.

- (ii) Entry Level Telecommunications Operator (90% of the Telecommunications Operator Rate)

**Effective May 1, 2022**, Employers shall contribute in total Five Dollars and Thirty-Two Cents (\$5.32) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

**Effective May 1, 2023**, Employers shall contribute in total Five Dollars and Thirty-Two Cents (\$5.32) per hour.

**Effective May 1, 2024**, Employers shall contribute in total Five Dollars and Forty-Two Cents (\$5.42) per hour.

**8.01 (c) For Fiber To The Home (“FTTH”) work:**

- (i) FTTH Operator: Excavators, Backhoes, Bulldozers, Loaders, Directional Drills

**Effective May 1, 2022**, Employers shall contribute in total Five Dollars and Twenty-Four Cents (\$5.24) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

**Effective May 1, 2023**, Employers shall contribute in total Five Dollars and Twenty-Four Cents (\$5.24) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Five Dollars and Thirty-Four Cents (\$5.34) per hour.

## **SCHEDULE “D”**

<p><b>This is Schedule “D” to a Collective Agreement between the Utility Contractors’ Association of Ontario Incorporated and the International Union of Operating Engineers, Local 793.</b></p>
<p><b>This Schedule applies to:</b></p> <p><b>Hydro excavation and air excavation work throughout the Province of Ontario</b></p>
<p><b>All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.</b></p>

### **Preamble**

1. The parties acknowledge that the competitiveness of that portion of the industry covered by Schedule “D” in both this Collective Agreement and the corresponding provisions in the Collective Agreement between the Association and the Universal Workers Union, LiUNA Local 183 (“Local 183 Agreement”) is of critical importance to the parties and the industry and depends upon a level playing field being established and maintained throughout this sector.
2. The parties agree that it is therefore important to ensure that all contractors bound to this Collective Agreement comply strictly with these provisions.
3. Upon ratification of this Collective Agreement, the Union agrees that it will continue to take reasonable steps to ensure that Employers covered by this Schedule “D” are compliant with the provisions of this Collective Agreement including Schedule “D”.
4. The Association agrees to assist the Union in its efforts at enforcement including, without limitation, facilitating the provision of relevant information and, where appropriate, providing support to the Union at arbitration.
5. In addition, the parties recognize the importance of organizing those contractors who perform this type of work who are not currently bound to this Collective Agreement. To that end, the Union agrees that it will take reasonable steps to organize the employees of Employers performing work within the scope of Schedule “D”.
6. While the Association cannot provide monetary or other support for such organizing efforts, the Association will, directly or through Employers whom it represents in collective bargaining, endeavour to provide information to the Union with a view to providing the Union with an opportunity to organize.

7. Further, the Association recognizes the importance of ensuring that there is a level playing field between those contractors who perform work that falls within the scope of Schedule “D” bound to this Collective Agreement and those bound to the Local 183 Agreement. To that end, the Association agrees that it will take all reasonable steps (including pursuing grievances, unfair labour practice complaints or other litigation, where appropriate) to ensure that Local 183 enforces the Local 183 Agreement.
8. Local 793 agrees that in order to assist the Association in meeting its obligation under paragraph 7, it will notify the Association upon learning of any contractors bound to the Local 183 Agreement who are not complying with the terms of the Local 183 Agreement and provide any relevant information or support.
9. The parties agree that the provisions of this “Preamble” form part of the Collective Agreement and are enforceable as such.

**1. APPLICATION**

- (a) This Schedule applies to hydro/air excavation work whether in the context of construction, construction maintenance, rehabilitation, or repair in Ontario (the “Work”).
- (b) It is agreed that no employee covered by this Agreement shall receive a reduction in his rate of wages through the operation of this Schedule.

**2. CLASSIFICATIONS AND WAGE RATES**

Employees covered by this Schedule will receive vacation pay at the rate of ten percent (10%) of their gross wages earned, and **Article 3.01 of Schedule “A”** of this Agreement shall apply.

CLASSIFICATION	MAY 1, 2022	MAY 1, 2023	MAY 1, 2024
Applicable to work in Board Area 8			

Hydro/Air Excavation Tradesperson, Straight Vac Tradesperson	\$40.98	\$43.00	\$45.48
Vacation Pay 10%	\$4.09	\$4.30	\$4.54
Helper (90% of Tradesperson)	\$36.88	\$38.70	\$40.93
Trainee (75% of Tradesperson)	\$30.74	\$32.25	\$34.11
<b>Applicable to work in Board Areas 1, 2, 4, 5, 9, 26, Simcoe County</b>			
Hydro/Air Excavation Tradesperson, Straight Vac Tradesperson	\$32.90	\$34.47	\$36.72
Vacation Pay 10%	\$3.29	\$3.44	\$3.67
Helper (90% of Tradesperson)	\$29.61	\$31.02	\$33.05
Trainee (75% of Tradesperson)	\$24.68	\$25.85	\$27.54
<b>Applicable to work in Board Areas 3</b>			
Hydro/Air Excavation Tradesperson, Straight Vac Tradesperson	\$30.94	\$32.51	\$34.76
Vacation Pay 10%	\$3.09	\$3.25	\$3.47
Helper (90% of Tradesperson)	\$27.85	\$29.26	\$31.28
Trainee (75% of Tradesperson)	\$23.21	\$24.38	\$26.07
<b>Applicable to work in Board Areas 6,7,10,11,12,13,14,15,27,28,29,30, 31 and District of Muskoka</b>			
Hydro/Air Excavation Tradesperson, Straight Vac Tradesperson	\$29.62	\$31.19	\$33.44
Vacation Pay 10%	\$2.96	\$3.12	\$3.34
Helper (90% of Tradesperson)	\$26.66	\$28.07	\$30.10
Trainee (75% of Tradesperson)	\$22.22	\$23.39	\$25.08
<b>Applicable to work in Board Areas 16,17,19,20,21,22,23,24,25 and 32</b>			
Hydro/Air Excavation Tradesperson, Straight Vac Tradesperson	\$25.80	\$27.37	\$29.62
Vacation Pay 10%	\$2.58	\$2.74	\$2.96
Helper (90% of Tradesperson)	\$23.22	\$24.63	\$26.66
Trainee (75% of Tradesperson)	\$19.35	\$20.53	\$22.22

### 3. **PAYMENTS**

#### **Working Foreman:**

The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman. Where one or more employees is/are employed as a Working Foreman, those employees will receive a premium of a minimum of four dollars (\$4.00) per hour more than the highest rate of all employees on the crew.

### 4. **HOURS OF WORK AND OVERTIME**

**4.01** This Article 4 is intended to define the normal hours of work, for the purpose of calculating overtime only and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

- (a) The regular working hours for employees covered by this Agreement shall be fifty (50) hours per week plus two (2) hours per day maximum travelling time at straight time rates, save and except in respect of drivers, as set out in Article 4.01 (b) below.
- (b) Employees shall be paid one and one-half (1-1/2) times their regular straight time rate of pay for all hours worked in excess of fifty (50) hours in a week (not including travel time, save and except drivers who are inclusive of travel time) or ten (10) hours in a day (not including travel time, save and except drivers who are inclusive of travel time).
- (c) Scheduled overtime opportunities will be offered to any employee who volunteers, by classification, provided that, in the opinion of the Employer, the employee possesses the requisite skill, ability and qualifications to perform the available overtime work. In the case the Employer is not able to meet its overtime requirements through employees who volunteer, the Employer may require the junior employees, by classification, who, in the opinion of the Employer, possess the requisite skill, ability and qualifications, to perform the available overtime work.
- (d) The Employer may determine whether employees are prepared to volunteer for scheduled overtime opportunities by either:
  - (i) Posting a sign-up notice of a scheduled overtime opportunity at least 24 hours in advance of the scheduled overtime opportunity; or
  - (ii) Contacting employees in person at the workplace; or,
  - (iii) Attempting to contact employees at their home telephone number on file with the Employer.
- (e) The provisions of **Article 4.01 (c)** of this **Schedule “D”** shall not apply to unscheduled overtime opportunities which shall include overtime opportunities commensurate with the beginning or end of a shift or project or created as a result of an emergency or by absences due to sickness, injury, leave, etc. in which cases the Employer may require overtime.
- (f) After twelve (12) hours of time worked, excluding travel time, a meal allowance in the amount of twenty dollars (\$20.00) per day will be paid for jobs that are at least 110 km from the Employer’s premises as directed by the Employer.

**4.02 Night Shift:**

All shifts which commence and have the majority of their hours between 6:00 p.m. and 6:00 a.m. shall be considered a night shift. All hours worked on a “night shift” shall be paid a premium of one and one-eighth times (1 and 1/8) the regular day shift. It is agreed that there shall be no pyramiding or compounding of premiums.

- 4.03** As soon as reasonably practicable after the Employer determines that permanent night shift work is required, it shall notify affected employees of same.



## 5. OUT-OF-TOWN ALLOWANCE

5.01 It is understood and agreed that if the Employer requires an employee to be out of town overnight, the Employer will supply a suitable room and board for the employee in the amount of one hundred and sixty dollars (\$160.00) per overnight stay effective May 1, 2022. This amount shall increase as follows:

May 1, 2023: **\$165.00**      May 1, 2024: **\$170.00**

## 6.01 BENEFIT PLAN, PENSION PLAN AND TRAINING FUND CONTRIBUTIONS GRID

(i) **Applicable to work in Board Area #8:**

DATE	BENEFITS		PENSION	TRAINING FUND	TOTAL
	BENEFIT PLAN	SUB PLAN			
May 1, 2022	\$5.77	\$0.10	\$8.02	\$0.50	<b>\$14.39</b>
May 1, 2023	\$5.77	\$0.36	\$8.02	\$0.50	<b>\$14.65</b>
May 1, 2024	\$5.77	\$0.36	\$8.02	\$0.50	<b>\$14.65</b>

(ii) **Applicable to work in all other areas of the province:**

DATE	BENEFITS		PENSION	TRAINING FUND	TOTAL
	BENEFIT PLAN	SUB PLAN			
May 1, 2022	\$5.37	\$0.10	\$3.98	\$0.50	<b>\$9.95</b>
May 1, 2023	\$5.37	\$0.36	\$3.98	\$0.50	<b>\$10.21</b>
May 1, 2024	\$5.37	\$0.36	\$3.98	\$0.50	<b>\$10.21</b>

**Clarity Note:** Training Fund includes five cents (\$0.05) per hour to the National Training Fund.

### Industry Fund:

EFFECTIVE DATE	*INDUSTRY FUND
May 1, 2022	<b>\$0.25</b>
May 1, 2023	<b>\$0.25</b>
May 1, 2024	<b>\$0.25</b>

\*INDUSTRY FUND: Employers must pay this fund directly to the UCA; this fund is subject to HST.

\*Each Employer shall contribute Industry Fund contributions for each hour worked by each employee in accordance with the provisions set out in **Article 5 – Industry and National Training Fund** of the Master Portion of this Agreement.

**NOTES:**

**(i) Drivers' Licenses:**

- (a)** Hydro Excavation Tradespersons must hold a valid DZ or AZ or AZ/ARZ Driver's License.
- (b)** All Hydro Excavation Helpers must hold a valid G Driver's License.

**ARTICLE 7 – VACATION WITH PAY**

**7.01** Vacation and Statutory Holiday Pay shall be credited weekly to each employee covered by this Schedule, 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.

## **SCHEDULE “E”**

<p><b>This is Schedule “E” to a Collective Agreement between the Utility Contractors’ Association of Ontario Incorporated and the International Union of Operating Engineers, Local 793.</b></p>
<p><b>This Schedule applies to work performed in the following OLRB Geographic Area(s):</b></p>
<p><b>OLRB Area No. 1 – The County of Essex and the Municipality of Chatham-Kent.</b></p>
<p><b>All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.</b></p>

### **ARTICLE 1 – CLASSIFICATIONS AND WAGE RATES**

#### **1.01 CLASSIFICATIONS AND WAGES FOR WINDSOR ESSEX COUNTY**

- (a) Licensed operators operating all friction and brake hoisting plants with all attachments, all barge mounts.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$39.27	\$3.54	\$5.56	\$0.10	\$6.82	<b>\$55.29</b>	\$0.69	\$0.25	<b>\$56.23</b>
<b>May 1, 2023</b>	\$41.10	\$3.70	\$5.56	\$0.36	\$6.82	<b>\$57.54</b>	\$0.69	\$0.25	<b>\$58.48</b>
<b>May 1, 2024</b>	\$43.58	\$3.92	\$5.56	\$0.36	\$6.92	<b>\$60.34</b>	\$0.69	\$0.25	<b>\$61.28</b>

- (b) Operators of all Hydraulic Cranes, Clams, Shovels, 360-degree rotation hydraulic excavators 1/2 yard and greater, gradalls, mobile truck cranes and licensed tug boat operators, fine grade operators subject to employer designation. Spider cranes and self-erecting cranes.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					

<b>May 1, 2022</b>	\$38.81	\$3.50	\$5.56	\$0.10	\$6.82	<b>\$54.79</b>	\$0.69	\$0.25	<b>\$55.73</b>
<b>May 1, 2023</b>	\$40.64	\$3.66	\$5.56	\$0.36	\$6.82	<b>\$57.04</b>	\$0.69	\$0.25	<b>\$57.98</b>
<b>May 1, 2024</b>	\$43.12	\$3.88	\$5.56	\$0.36	\$6.92	<b>\$59.84</b>	\$0.69	\$0.25	<b>\$60.78</b>

- (c) Operators of all dozers, scrapers, front end loaders and all similar equipment, 360 degree rotation backhoes less than 1/2 yard but greater than 1/4 yard, engineers operating batching plants, asphalt plants, asphalt and concrete spreaders, paver operators, steam heating plants, operators of drilling and boring machines, directional drills (except handheld), industrial tractors with excavating attachments, trenching machines, air tuggers, locomotive operators for tunnel work, heavy duty mechanics on job sites, power operated compactor with blade, paving and milling machine operators, unlicensed tugboat operators, curb machines.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$38.22	\$3.45	\$5.56	\$0.10	\$6.82	<b>\$54.15</b>	\$0.69	\$0.25	<b>\$55.09</b>
<b>May 1, 2023</b>	\$40.05	\$3.61	\$5.56	\$0.36	\$6.82	<b>\$56.40</b>	\$0.69	\$0.25	<b>\$57.34</b>
<b>May 1, 2024</b>	\$42.53	\$3.83	\$5.56	\$0.36	\$6.92	<b>\$59.20</b>	\$0.69	\$0.25	<b>\$60.14</b>

- (d) Engineers operating portable compressors of over 210 CFM, or two or more 100 CFM, pumpcrete pumps, well point systems, gas, diesel, or steam driven portable generators, concrete mixers, one (1) yard capacity or more, 6" pumps and over, asphalt rollers, heavy duty mechanics at shop, blacksmith welders and boom trucks.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$37.95	\$3.42	\$5.56	\$0.10	\$6.82	<b>\$53.85</b>	\$0.69	\$0.25	<b>\$54.79</b>
<b>May 1, 2023</b>	\$39.78	\$3.58	\$5.56	\$0.36	\$6.82	<b>\$56.10</b>	\$0.69	\$0.25	<b>\$57.04</b>
<b>May 1, 2024</b>	\$42.26	\$3.80	\$5.56	\$0.36	\$6.92	<b>\$58.90</b>	\$0.69	\$0.25	<b>\$59.84</b>

- (e) Firemen for steam equipment, truck crane drivers, Kubota, bobcat, skid steer type loaders, off/road unlicensed trucks, A-frames, concrete mixers under one yard, pumps under "6", trenching machines under "6", loaders less than 65 horsepower and greater than 40 horsepower, steel drum roller, sheepsfoot compactor.

<b>BENEFITS</b>
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DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$36.24	\$3.27	\$5.56	\$0.10	\$6.82	<b>\$51.99</b>	\$0.69	\$0.25	<b>\$52.93</b>
May 1, 2023	\$38.07	\$3.43	\$5.56	\$0.36	\$6.82	<b>\$54.24</b>	\$0.69	\$0.25	<b>\$55.18</b>
May 1, 2024	\$40.55	\$3.65	\$5.56	\$0.36	\$6.92	<b>\$57.04</b>	\$0.69	\$0.25	<b>\$57.98</b>

### **1.02 - CLASSIFICATIONS AND WAGES FOR KENT COUNTY**

- (a) Operators of all Hydraulic Cranes, Clams, Shovels, 360-degree rotation hydraulic excavators 1/2 yard and greater, gradalls, mobile truck cranes and licensed tugboat operators, fine grader operators subject to employer designation. Spider cranes and self-erecting cranes.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$35.88	\$3.23	\$5.56	\$0.10	\$6.82	<b>\$51.59</b>	\$0.69	\$0.25	<b>\$52.53</b>
May 1, 2023	\$37.71	\$3.39	\$5.56	\$0.36	\$6.82	<b>\$53.84</b>	\$0.69	\$0.25	<b>\$54.78</b>
May 1, 2024	\$40.19	\$3.61	\$5.56	\$0.36	\$6.92	<b>\$56.64</b>	\$0.69	\$0.25	<b>\$57.58</b>

- (b) Operators of all dozers, scrapers, front end loaders and all similar equipment, 360 degree rotation hydraulic excavators less than 1/2 yard but greater than 1/4 yard, engineers operating batching plants, asphalt and concrete spreaders, paver operators, steam heating plants, operators of drilling and boring machines, directional drills (except hand held), industrial tractors with excavating attachments, trenching machines, air tuggers, locomotive operators for tunnel work, heavy duty mechanics on job sites, power operated compactor with blade, paving and milling machine operators, unlicensed tugboat operators, curb machines.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$35.60	\$3.21	\$5.56	\$0.10	\$6.82	<b>\$51.29</b>	\$0.69	\$0.25	<b>\$52.23</b>
May 1, 2023	\$37.43	\$3.37	\$5.56	\$0.36	\$6.82	<b>\$53.54</b>	\$0.69	\$0.25	<b>\$54.48</b>
May 1, 2024	\$39.91	\$3.59	\$5.56	\$0.36	\$6.92	<b>\$56.34</b>	\$0.69	\$0.25	<b>\$57.28</b>

- (c) Engineers operating portable compressors of over 210 CFM, or two or more 100 CFM, pumpcrete pumps, well point systems, gas, diesel or steam driven portable generators,

concrete mixers, one (1) yard capacity or more, 6" pumps and over, asphalt rollers, heavy duty mechanics at shop, blacksmiths, welders and boom trucks.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$35.36	\$3.19	\$5.56	\$0.10	\$6.82	<b>\$51.03</b>	\$0.69	\$0.25	<b>\$51.97</b>
May 1, 2023	\$37.19	\$3.35	\$5.56	\$0.36	\$6.82	<b>\$53.28</b>	\$0.69	\$0.25	<b>\$54.22</b>
May 1, 2024	\$39.67	\$3.57	\$5.56	\$0.36	\$6.92	<b>\$56.08</b>	\$0.69	\$0.25	<b>\$57.02</b>

(d) Firemen for steam equipment, truck crane drivers, Kubota, bobcat, skid steer type loaders, off/road unlicensed trucks, A-Frames, concrete mixers under one yard, pumps under 6", trenching machines under 6", loaders less than 65 horsepower and greater than 40 horsepower, steel drum roller, sheepsfoot compactor.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$34.70	\$3.13	\$5.56	\$0.10	\$6.82	<b>\$50.31</b>	\$0.69	\$0.25	<b>\$51.25</b>
May 1, 2023	\$36.53	\$3.29	\$5.56	\$0.36	\$6.82	<b>\$52.56</b>	\$0.69	\$0.25	<b>\$53.50</b>
May 1, 2024	\$39.01	\$3.51	\$5.56	\$0.36	\$6.92	<b>\$55.36</b>	\$0.69	\$0.25	<b>\$56.30</b>

\*LABOUR RELATIONS – Employers must pay this fund directly to the UCA; this fund is subject to HST.

Clarity Note: Training Fund includes five cents (\$0.05) per hour to the National Training Fund.

- 1.03 It is understood that when an employee is sent to work in an area outside a geographic area of this **Schedule** the Employer will maintain the rate of wages and hours of work for each employee as provided in this **Schedule**. In the event the outside geographic area schedule provides a higher wage package, the employer agrees to apply the higher wage package.
- 1.04 No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the Employer sending the employee to work in any other area.

**ARTICLE 2 – HOURS OF WORK AND OVERTIME**

- 2.01 Overtime at the rate of time and one-half (1-1/2) will be paid for all hours worked in excess of ten (10) hours per day from Monday to Friday and fifty (50) hours per week. All hours worked on Saturday will be paid at time and one-half (1-1/2).

The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any employee recalled to work with less than an eight (8) hour rest period shall be paid at one

and one half (1-1/2) times the straight time rate for all hours worked until conclusion of that shift.

### **ARTICLE 3 – VACATION WITH PAY**

**3.01** Vacation and Statutory Holiday Pay shall be at the rate of nine percent (9%) to include four percent (4%) for vacation pay, five percent (5%) in lieu of statutory holidays and to be paid to each employee, weekly.

### **ARTICLE 4 – TRAVELLING EXPENSES**

#### **4.01 Local**

The Employer shall pay employees at straight time rates for all time spent on travelling to and from the work site. The Employer shall pay employees at straight time rates for all time spent on travelling as a passenger to and from the work site in excess of fifteen (15) minutes each way. Time will commence on leaving the assembly point and end at time of arrival at the work site. This local travelling allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

#### **4.02 Distant**

Where the operations of the Employer require employees to transfer from job to job and place to place outside a metropolitan area, the Employer will pay the cost of transportation between points and reimburse for meals and accommodation en route. Such employees who are required to live outside of their normal place of residence and whose regular and permanent residence is within a metropolitan area, will be supplied with transportation back to the assembly point or base of operations once each week. In addition to the board allowance provided for in **Article 4.06** below, employees who are eligible for such expenses will be required to remain on the job for one (1) month or for the duration of the job if less than one (1) month and may be required to sign a form to that effect.

#### **4.03 Expense Allowance**

In the Geographic Area described in Schedule “E”, a **3-Zone** system will be established as follows:

<b><u>Zone 1</u></b>	➤ The Schedule “E” free zone shall be comprised of an area included in a radius of forty (40) kilometres where the Employer’s primary base of operations is the centre.
<b><u>Zone 2</u></b>	➤ The area outside of Zone 1, which is within and includes the one hundred (100)-kilometre radius of Zone 3.
<b><u>Zone 3</u></b>	➤ The area outside of Zone 2 which is over one hundred (100) kilometres from the Employer’s primary base of operations and within the geographic area of this Agreement.

**4.04** The expense allowance will not apply when employees are transported by the Employer from an assembly point inside Zone 1. In such cases, employees will receive their regular rate of pay commencing fifteen (15) minutes after leaving the assembly point. Employees will not be paid for the last fifteen (15) minutes returning to the assembly point at the end of their shifts.

#### **4.05 Daily Travel Allowance**

- i) An employee travelling to a job in their own vehicle inside of Zone 1 will receive no daily mileage.
- ii) An employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 2 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1.
- iii) An Employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1, plus a travel allowance of **Thirty-Three Dollars (\$33.00)**. The travel allowance will not apply when employees are transported in a company vehicle by the Employer.

#### **4.04 Out of Town Allowance**

Out of Town Allowance from their normal place of residence shall be paid their regular rate of pay at straight time from the boundary of Zone 1 upon their commencement of employment on the job and their regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of the job, and the following out-of-town allowances:

- i) If the employee is required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3, the employee shall be paid Sixty Cents (\$0.60) per road kilometre travelled from the boundary of Zone 1 to the jobsite upon commencement of the job and from the jobsite to the boundary of Zone 1 plus a travel allowance of **Thirty-Three Dollars (\$33.00)**; and
- ii) A room and board allowance of **One Hundred and Seventy Dollars (\$170.00)** per day or part thereof effective May 1, 2022.

### **ARTICLE 5 – TRAINING FUND**

**5.01** The Employer agrees to contribute the sum of Sixty-Nine Cents (\$0.69 per hour for each hour worked by each Operator in their employ to the International Union of Operating Engineers Training Fund (includes five cents (\$0.05) per hour to the National Training Fund).

### **ARTICLE 6 – BENEFIT AND PENSION PLANS**

**6.01** **Effective May 1, 2022**, Employers shall contribute in total Twelve Dollars and Thirty-Eight Cents (**\$12.38**) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Twelve Dollars and Thirty-Eight Cents (**\$12.38**) per hour.



Effective **May 1, 2024**, Employers shall contribute in total Twelve Dollars and Forty-Eight Cents (**\$12.48**) per hour.

## **SCHEDULE “F”**

<p><b>This is Schedule “F” to a Collective Agreement between the Utility Contractors’ Association of Ontario Incorporated and the International Union of Operating Engineers, Local 793.</b></p>
<p><b>This Schedule applies to work performed in the following OLRB Geographic Area(s):</b></p>
<p><b>OLRB Area No. 2 – The County of Lambton</b></p>
<p><b>All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.</b></p>

### **ARTICLE 1 – CLASSIFICATIONS AND WAGE RATES**

#### **1.01 CLASSIFICATIONS AND WAGES FOR THE COUNTY OF LAMBTON**

(a) Mainline excavator, grader (fine grade), fine grade dozer (no GPS)

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$37.43	\$3.00	\$5.44	\$0.10	\$6.60	<b>\$52.57</b>	\$0.70	\$0.25	<b>\$53.52</b>
<b>May 1, 2023</b>	\$39.27	\$3.15	\$5.44	\$0.36	\$6.60	<b>\$54.82</b>	\$0.70	\$0.25	<b>\$55.77</b>
<b>May 1, 2024</b>	\$41.03	\$3.29	\$5.44	\$0.36	\$6.70	<b>\$56.82</b>	\$0.70	\$0.25	<b>\$57.77</b>

(b) Cranes, including but not limited to self-erecting cranes, boom trucks (over 8 tons), clams, shovels, backhoe, draglines, pile drivers, gradalls, derricks, truck cranes, dredges and trenching machines 12" and over, Survey Instrument Man, excavator over 9 tonne, hydraulic or cable type side booms, and similar equipment

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$36.43	\$2.92	\$5.44	\$0.10	\$6.60	<b>\$51.49</b>	\$0.70	\$0.25	<b>\$52.44</b>
May 1, 2023	\$38.27	\$3.07	\$5.44	\$0.36	\$6.60	<b>\$53.74</b>	\$0.70	\$0.25	<b>\$54.69</b>
May 1, 2024	\$40.03	\$3.21	\$5.44	\$0.36	\$6.70	<b>\$55.74</b>	\$0.70	\$0.25	<b>\$56.69</b>

- (c) Dozer, front-end loaders, emcos, scrapers, graders, drilling machines, trenching machines under 12", industrial tractors with backhoe attachments, job site and shop mechanics and welders, pitman type cranes, and (when operating) batching plants, crushing plants, steam plants, asphalt plants, Rodman-Chainman, Augers and Earth Boring Equipment, backhoes with hoe-pak attachment, concrete pavers and asphalt spreaders, curb and gutter machines, directional drills and float driver, material handling equipment (conveyors), forklift, mini excavator up to 9 tonne and asphalt shuttle buggy, trenching machines over Davis 300 and similar equipment to foregoing

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$35.90	\$2.88	\$5.44	\$0.10	\$6.60	<b>\$50.92</b>	\$0.70	\$0.25	<b>\$51.87</b>
May 1, 2023	\$37.74	\$3.03	\$5.44	\$0.36	\$6.60	<b>\$53.17</b>	\$0.70	\$0.25	<b>\$54.12</b>
May 1, 2024	\$39.50	\$3.17	\$5.44	\$0.36	\$6.70	<b>\$55.17</b>	\$0.70	\$0.25	<b>\$56.12</b>

- (d) Concrete pumps, well-point systems and all types of dewatering systems, portable generators, air compressors 210 CFM or over, concrete mixers 1 cu. yd. and over, gravel and concrete spreaders, asphalt finishing rollers, blacksmiths, asphalt pressure distributors, water truck, pumps with 4-inch discharge and over, screening and washing plant, post hole diggers, industrial tractors with hoe pack attachment, rock trucks and off-road haulers.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$35.80	\$2.87	\$5.44	\$0.10	\$6.60	<b>\$50.81</b>	\$0.70	\$0.25	<b>\$51.76</b>
May 1, 2023	\$37.64	\$3.02	\$5.44	\$0.36	\$6.60	<b>\$53.06</b>	\$0.70	\$0.25	<b>\$54.01</b>
May 1, 2024	\$39.40	\$3.16	\$5.44	\$0.36	\$6.70	<b>\$55.06</b>	\$0.70	\$0.25	<b>\$56.01</b>

- (e) Fireman, truck crane drivers, truck, A-Frame, concrete mixers under 1 cu. yd., apprentice welders and mechanics after 1 year, pumps under 4-inch discharge, painters and bodymen

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$35.22	\$2.82	\$5.44	\$0.10	\$6.60	<b>\$50.18</b>	\$0.70	\$0.25	<b>\$51.13</b>
May 1, 2023	\$37.06	\$2.97	\$5.44	\$0.36	\$6.60	<b>\$52.43</b>	\$0.70	\$0.25	<b>\$53.38</b>
May 1, 2024	\$38.82	\$3.11	\$5.44	\$0.36	\$6.70	<b>\$54.43</b>	\$0.70	\$0.25	<b>\$55.38</b>

- (f) First year apprentice welders and mechanics, oilers, compaction equipment including rollers (other than asphalt finishing roller), packer with blade, Rodman-Chainman with less than 6 months experience, shop helpers, skid steer loaders, Kubota type backhoe.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$35.03	\$2.81	\$5.44	\$0.10	\$6.60	<b>\$49.98</b>	\$0.70	\$0.25	<b>\$50.93</b>
May 1, 2023	\$36.87	\$2.96	\$5.44	\$0.36	\$6.60	<b>\$52.23</b>	\$0.70	\$0.25	<b>\$53.18</b>
May 1, 2024	\$38.63	\$3.10	\$5.44	\$0.36	\$6.70	<b>\$54.23</b>	\$0.70	\$0.25	<b>\$55.18</b>

\*LABOUR RELATIONS – Employers must pay this fund directly to the UCA, this fund is subject to HST.

**Clarity Note:** Training Fund includes five cents (\$0.05) per hour to the National Training Fund.

- 1.02** It is understood that when an employee is sent to work in an area outside a geographic area of this **Schedule** the Employer will maintain the rate of wages and hours of work for each employee as provided in this **Schedule**. In the event the outside geographic area schedule provides a higher wage package, the employer agrees to apply the higher wage package.
- 1.03** No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the Employer sending the employee to work in any other area.

## **ARTICLE 2 – HOURS OF WORK AND OVERTIME**

- 2.01** Overtime at the rate of time and one-half (1-1/2) will be paid for all hours worked in excess of ten (10) hours per day from Monday to Friday and fifty (50) hours perweek. All hours worked on Saturday will be paid at time and one-half (1-1/2).

The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any employee recalled to work with less than an eight (8) hour rest period shall be paid at one and one half (1-1/2) times the straight time rate for all hours worked until conclusion of that shift.

### **ARTICLE 3 – VACATION WITH PAY**

**3.01** Vacation and Statutory Holiday Pay shall be paid weekly to each employee covered by this schedule, at the rate of eight percent (8%) of the gross wages earned, and income tax will be deducted weekly.

Effective May 1, 2022 It is understood and agreed that four percent (4%) of the gross wages is to be considered Vacation Pay and four percent (4%) of the gross wages is to be in lieu of Statutory Holiday Pay.

### **ARTICLE 4 – TRAVELLING EXPENSES**

#### **4.01 Local**

The Employer shall pay employees at straight time rates for all time spent on travelling to and from the work site. The Employer shall pay employees at straight time rates for all time spent on travelling as a passenger to and from the work site in excess of fifteen (15) minutes each way. Time will commence on leaving the assembly point and end at time of arrival at the work site. This local travelling allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

#### **4.02 Distant**

Where the operations of the Employer require employees to transfer from job to job and place to place outside a metropolitan area, the Employer will pay the cost of transportation between points and reimburse for meals and accommodation en route. Such employees who are required to live outside of their normal place of residence and whose regular and permanent residence is within a metropolitan area, will be supplied with transportation back to the assembly point or base of operations once each week. In addition to the board allowance provided for in **Section 4.06** below, employees who are eligible for such expenses will be required to remain on the job for one (1) month or for the duration of the job if less than one (1) month and may be required to sign a form to that effect.

#### **4.03 Expense Allowance:**

In the Geographic Area described in Schedule “F”, a **3-Zone** system will be established as follows:

<b><u>Zone 1</u></b>	➤ The Schedule “F” free zone shall be comprised of an area included in a radius of forty (40) kilometres where the Employer’s primary base of operations is the centre.
<b><u>Zone 2</u></b>	➤ The area outside of Zone 1, which is within and includes the one hundred (100) kilometre radius of Zone 3.
<b><u>Zone 3</u></b>	➤ The area outside of Zone 2 which is over one hundred (100) kilometres from the Employers primary base of operations and within the geographic area of this Agreement.

**4.04** The expense allowance will not apply when employees are transported by the Employer from an assembly point inside Zone 1. In such cases, employees will receive their regular rate of pay commencing fifteen (15) minutes after leaving the assembly point. Employees will not be paid for the last fifteen (15) minutes returning to the assembly point at the end of their shifts.

**4.05 Daily Travel Allowance:**

- i) An employee travelling to a job in their own vehicle inside of Zone 1 will receive no daily mileage.
- ii) An employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 2 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1.
- iii) An Employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1, plus a travel allowance of **Thirty-Three Dollars (\$33.00)**. The travel allowance will not apply when employees are transported in a company vehicle by the Employer.

**4.06 Out of Town Allowance:**

An employee that is sent by the Employer to a job in Zone 3, and who is required by the Employer to remain away from their normal place of residence shall be paid their regular rate of pay at straight time from the boundary of Zone 1 upon their commencement of employment on the job and their regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of the job, and the following out-of-town allowances:

- i) If the employee is required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3, the employee shall be paid Sixty Cents (\$0.60) per road kilometre travelled from the boundary of Zone 1 to the jobsite upon commencement of the job and from the jobsite to the boundary of Zone 1 plus a travel allowance of **Thirty-Three Dollars (\$33.00)**; and
- ii) A room and board allowance of **One Hundred and Seventy Dollars (\$170.00)** per day or part thereof effective May 1, 2022.

**ARTICLE 5 – TRAINING FUND**

**5.01** The Employer agrees to contribute the sum of Seventy Cents (\$0.70) per hour for each hour worked by each Operator in their employ to the International Union of Operating Engineers Training Fund (includes five cents (\$0.05) per hour to the National Training Fund).

**ARTICLE 6 – BENEFIT AND PENSION PLANS**

**6.01** **Effective May 1, 2022**, Employers shall contribute in total Twelve Dollars and Four Cents (**\$12.04**) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Twelve Dollars and Four Cents **(\$12.04)** per hour.

Effective **May 1, 2024**, Employers shall contribute in total Twelve Dollars and Fourteen Cents **(\$12.14)** per hour.

## **SCHEDULE “G”**

<p><b>This is Schedule “G” to a Collective Agreement between the Utility Contractors’ Association of Ontario Incorporated and the International Union of Operating Engineers, Local 793.</b></p>
<p><b>This Schedule applies to work performed in the following OLRB Geographic Area(s):</b></p>
<p><b>OLRB Area No. 3 – The Counties of Oxford, Perth, Huron, Middlesex, and Elgin [Note: excluding the County of Bruce]</b></p>
<p><b>All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.</b></p>

### **ARTICLE 1 – CLASSIFICATIONS AND WAGE RATES**

#### **1.01 CLASSIFICATIONS AND WAGES FOR THE COUNTIES OF OXFORD, PERTH, HURON, MIDDLESEX, AND ELGIN**

- (a) Engineers operating: hydraulic excavators for the purposes of mainline excavations, re-construction, I.C.I., foundation/grade work; clams, cranes, including but not limited to self-erecting cranes, boom trucks (over 8 tons), hydraulic or cable type side booms, and similar equipment, draglines, piledrivers, derricks, ladder-type trenching machines, pitman type trucks lifting capacity over 10 tons, gradalls, caisson boring machines and mobile cranes, feller buncher, graders on fine grade, trim dozer and loaders (final grade).

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$38.15	\$3.81	\$5.91	\$0.10	\$5.30	<b>\$53.27</b>	\$0.60	\$0.25	<b>\$54.12</b>
<b>May 1, 2023</b>	\$39.96	\$3.99	\$5.91	\$0.36	\$5.30	<b>\$55.52</b>	\$0.60	\$0.25	<b>\$56.37</b>
<b>May 1, 2024</b>	\$41.69	\$4.16	\$5.91	\$0.36	\$5.40	<b>\$57.52</b>	\$0.60	\$0.25	<b>\$58.37</b>

- (b) Engineers operating: portable air compressors, batching plants, diesel or gas driven portable generators, concrete mixers 1 cu. Metre or over, well points and all types of



dewatering systems, pumps 6” or over, pitman type trucks lifting capacity 10 tons and under.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$37.66	\$3.76	\$5.91	\$0.10	\$5.30	<b>\$52.73</b>	\$0.60	\$0.25	<b>\$53.58</b>
May 1, 2023	\$39.47	\$3.94	\$5.91	\$0.36	\$5.30	<b>\$54.98</b>	\$0.60	\$0.25	<b>\$55.83</b>
May 1, 2024	\$41.20	\$4.11	\$5.91	\$0.36	\$5.40	<b>\$56.98</b>	\$0.60	\$0.25	<b>\$57.83</b>

(c) Operators of: hydraulic excavators (general) crawler tractors of all attachments (including GPS Systems), rubber-tired loaders over 80 h.p., self-propelled asphalt spreaders and finishers, self-propelled asphalt spreaders and finishers, self-propelled scrapers, industrial tractors with back-hoe attachments(rubber tire backhoe), crushers, asphalt plant, graders on rough grade, lowbed float drivers, curb and gutter machine, Kubota type excavator less than 65 h.p., Hydro Axe, Hydro Shear, skidders, horizontal and directional drills/boring machines and related guidance equipment, trenching machines over Davis 300 and similar equipment to foregoing.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$37.50	\$3.74	\$5.91	\$0.10	\$5.30	<b>\$52.55</b>	\$0.60	\$0.25	<b>\$53.40</b>
May 1, 2023	\$39.31	\$3.92	\$5.91	\$0.36	\$5.30	<b>\$54.80</b>	\$0.60	\$0.25	<b>\$55.65</b>
May 1, 2024	\$41.04	\$4.09	\$5.91	\$0.36	\$5.40	<b>\$56.80</b>	\$0.60	\$0.25	<b>\$57.65</b>

(d) Operators of: asphalt rollers, washing and screening plants, rubber-tired loaders having engine 80 h.p. or less, utility trucks with tag floats, asphalt recycling equipment, asphalt and concrete planers, mobile sweepers, remote controlled equipment, off highway rock and sand haulers.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$37.26	\$3.72	\$5.91	\$0.10	\$5.30	<b>\$52.29</b>	\$0.60	\$0.25	<b>\$53.14</b>
May 1, 2023	\$39.07	\$3.90	\$5.91	\$0.36	\$5.30	<b>\$54.54</b>	\$0.60	\$0.25	<b>\$55.39</b>
May 1, 2024	\$40.80	\$4.07	\$5.91	\$0.36	\$5.40	<b>\$56.54</b>	\$0.60	\$0.25	<b>\$57.39</b>

- (e) Operators of: greasers and oilers operating fuel vehicles, driver mounted compaction units, servicemen, farm tractors with attachments that create a piece of equipment reflected in other classifications.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$36.96	\$3.69	\$5.91	\$0.10	\$5.30	\$51.96	\$0.60	\$0.25	\$52.81
May 1, 2023	\$38.77	\$3.87	\$5.91	\$0.36	\$5.30	\$54.21	\$0.60	\$0.25	\$55.06
May 1, 2024	\$40.50	\$4.04	\$5.91	\$0.36	\$5.40	\$56.21	\$0.60	\$0.25	\$57.06

- (f) Heavy duty mechanics

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$37.60	\$3.76	\$5.91	\$0.10	\$5.30	\$52.67	\$0.60	\$0.25	\$53.52
May 1, 2023	\$39.41	\$3.94	\$5.91	\$0.36	\$5.30	\$54.92	\$0.60	\$0.25	\$55.77
May 1, 2024	\$41.14	\$4.11	\$5.91	\$0.36	\$5.40	\$56.92	\$0.60	\$0.25	\$57.77

- (g) Class "A" licensed mechanic

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$37.60	\$3.76	\$5.91	\$0.10	\$5.30	\$52.67	\$0.60	\$0.25	\$53.52
May 1, 2023	\$39.41	\$3.94	\$5.91	\$0.36	\$5.30	\$54.92	\$0.60	\$0.25	\$55.77
May 1, 2024	\$41.14	\$4.11	\$5.91	\$0.36	\$5.40	\$56.92	\$0.60	\$0.25	\$57.77

- (h) Welder

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$37.35	\$3.73	\$5.91	\$0.10	\$5.30	\$52.39	\$0.60	\$0.25	\$53.24
May 1, 2023	\$39.16	\$3.91	\$5.91	\$0.36	\$5.30	\$54.64	\$0.60	\$0.25	\$55.49
May 1, 2024	\$40.89	\$4.08	\$5.91	\$0.36	\$5.40	\$56.64	\$0.60	\$0.25	\$57.49

- (i) Small tool repair

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$35.62	\$3.56	\$5.91	\$0.10	\$5.30	<b>\$50.49</b>	\$0.60	\$0.25	<b>\$51.34</b>
May 1, 2023	\$37.43	\$3.74	\$5.91	\$0.36	\$5.30	<b>\$52.74</b>	\$0.60	\$0.25	<b>\$53.59</b>
May 1, 2024	\$39.16	\$3.91	\$5.91	\$0.36	\$5.40	<b>\$54.74</b>	\$0.60	\$0.25	<b>\$55.59</b>

\*LABOUR RELATIONS – Employers must pay this fund directly to the UCA, this fund is subject to HST.

**Clarity Note:** Training Fund includes five cents (\$0.05) per hour to the National Training Fund.

- 1.02** It is understood that when an employee is sent to work in an area outside a geographic area of this **Schedule** the Employer will maintain the rate of wages and hours of work for each employee as provided in this **Schedule**. In the event the outside geographic area schedule provides a higher wage package, the employer agrees to apply the higher wage package.
- 1.03** No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the Employer sending the employee to work in any other area.

## **ARTICLE 2 – HOURS OF WORK AND OVERTIME**

- 2.01** Overtime at the rate of time and one-half (1-1/2) will be paid for all hours worked in excess of ten (10) hours per day from Monday to Friday and fifty (50) hours per week. All hours worked on Saturday will be paid at time and one-half (1-1/2).

The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any employee recalled to work with less than an eight (8) hour rest period shall be paid at one and one half (1-1/2) times the straight time rate for all hours worked until conclusion of that shift.

## **ARTICLE 3 – VACATION WITH PAY**

- 3.01** Vacation and Statutory Holiday Pay shall be paid weekly to each employee covered by this schedule, 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.

## **ARTICLE 4 – TRAVELLING EXPENSES**

### **4.01 Local**

The Employer shall pay employees at straight time rates for all time spent on travelling to and from the work site. The Employer shall pay employees at straight time rates for all

time spent on travelling as a passenger to and from the work site in excess of fifteen (15) minutes each way. Time will commence on leaving the assembly point and end at time of arrival at the work site. This local travelling allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

#### 4.02 **Distant**

Where the operations of the Employer require employees to transfer from job to job and place to place outside a metropolitan area, the Employer will pay the cost of transportation between points and reimburse for meals and accommodation en route. Such employees who are required to live outside of their normal place of residence and whose regular and permanent residence is within a metropolitan area, will be supplied with transportation back to the assembly point or base of operations once each week. In addition to the board allowance provided for in **Article 4.06** below, employees who are eligible for such expenses will be required to remain on the job for one (1) month or for the duration of the job if less than one (1) month and may be required to sign a form to that effect.

#### 4.03 **Expense Allowance:**

In the Geographic Area described in Schedule “G”, a **3-Zone** system will be established as follows:

<b><u>Zone 1</u></b>	➤ The Schedule “G” free zone shall be comprised of an area included in a radius of forty (40) kilometres where the Employer’s primary base of operations is the centre.
<b><u>Zone 2</u></b>	➤ The area outside of Zone 1, which is within and includes the one hundred (100) kilometre radius of Zone 3.
<b><u>Zone 3</u></b>	➤ The area outside of Zone 2 which is over one hundred (100) kilometres from the Employers primary base of operations and within the geographic area of this Agreement.

4.04 The expense allowance will not apply when employees are transported by the Employer from an assembly point inside Zone 1. In such cases, employees will receive their regular rate of pay commencing fifteen (15) minutes after leaving the assembly point. Employees will not be paid for the last fifteen (15) minutes returning to the assembly point at the end of their shifts.

#### 4.05 **Daily Travel Allowance:**

- i) An employee travelling to a job in their own vehicle inside of Zone 1 will receive no daily mileage.
- ii) An employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 2 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1.
- iii) An Employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3 shall be paid Sixty Cents (\$0.60) per kilometre from the

boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1, plus a travel allowance of **Thirty-Three Dollars (\$33.00)**. The travel allowance will not apply when employees are transported in a company vehicle by the Employer.

**4.06 Out of Town Allowance:**

An employee that is sent by the Employer to a job in Zone 3, and who is required by the Employer to remain away from their normal place of residence shall be paid their regular rate of pay at straight time from the boundary of Zone 1 upon their commencement of employment on the job and their regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of the job, and the following out-of-town allowances:

- i) If the employee is required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3, the employee shall be paid Sixty Cents (\$0.60) per road kilometre travelled from the boundary of Zone 1 to the jobsite upon commencement of the job and from the jobsite to the boundary of Zone 1 plus a travel allowance of **Thirty-Three Dollars (\$33.00)**; and
- ii) A room and board allowance of **One Hundred and Seventy Dollars (\$170.00)** per day or part thereof effective May 1, 2022.

**ARTICLE 5 – TRAINING FUND**

**5.01** The Employer agrees to contribute the sum of Sixty Cents (\$0.60) per hour for each hour worked by each Operator in their employ to the International Union of Operating Engineers Training Fund (includes five cents (\$0.05) per hour to the National Training Fund).

**ARTICLE 6 – BENEFIT AND PENSION PLANS**

**6.01** **Effective May 1, 2022**, Employers shall contribute in total Eleven Dollars and Twenty-One Cents (**\$11.21**) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Eleven Dollars and Twenty-One Cents (**\$11.21**) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Eleven Dollars and Thirty-One Cents (**\$11.31**) per hour.

## **SCHEDULE “H”**

<p><b>This is Schedule “H” to a Collective Agreement between the Utility Contractors’ Association of Ontario Incorporated and the International Union of Operating Engineers, Local 793.</b></p>
<p><b>This Schedule applies to work performed in the following OLRB Geographic Area(s):</b></p>
<p><b>OLRB Area No. 4 – The County of Brant and Norfolk County;</b></p> <p><b>OLRB Area No. 5 – The Regional Municipality of Niagara and Haldimand County;</b></p> <p><b>OLRB Area No. 6 – The Regional Municipality of Waterloo (except that portion of the geographic Township of Beverly annexed by North Dumfries Township);</b></p> <p><b>OLRB Area No. 7 – The County of Wellington;</b></p> <p><b>OLRB Area No. 26 – The City of Hamilton, the City of Burlington, that portion of the geographic Township of Beverly annexed by North Dumfries Township and that portion of the Township of Milton within the geographic townships of Nassagaweya and Nelson</b></p>
<p><b>All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.</b></p>

### **ARTICLE 1 – CLASSIFICATIONS AND WAGE RATES**

#### **1.01 CLASSIFICATIONS AND WAGES**

- a) Gradall Operator, Clam Operator, Crane Operator including Pile Driving, Shovel Operator, Dragline Operator, Backhoe Operator, Feller Buncher, Excavator Operator (MAINLINE), Grader Operator (FINE GRADE)

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>January 1, 2022</b>	\$37.02	\$3.70	\$5.56	\$0.10	\$5.13	<b>\$51.51</b>	\$0.74	\$0.25	<b>\$52.50</b>

<b>May 1, 2023</b>	\$38.83	\$3.88	\$5.56	\$0.36	\$5.13	<b>\$53.76</b>	\$0.74	\$0.25	<b>\$54.75</b>
<b>May 1, 2024</b>	\$41.29	\$4.13	\$5.56	\$0.36	\$5.23	<b>\$56.57</b>	\$0.74	\$0.25	<b>\$57.56</b>

- b) Heavy Duty Mechanic Class "A" (Licensed), Welder Class "A" (Licensed), Bulldozer Operator (FINE GRADE, INCLUDING SIDEBOOM)

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>January 1, 2022</b>	\$36.00	\$3.60	\$5.56	\$0.10	\$5.13	<b>\$50.39</b>	\$0.74	\$0.25	<b>\$51.38</b>
<b>May 1, 2023</b>	\$37.81	\$3.78	\$5.56	\$0.36	\$5.13	<b>\$52.64</b>	\$0.74	\$0.25	<b>\$53.63</b>
<b>May 1, 2024</b>	\$40.27	\$4.03	\$5.56	\$0.36	\$5.23	<b>\$55.45</b>	\$0.74	\$0.25	<b>\$56.44</b>

- c) Roller Operator (on Asphalt), Washing Plant Operator, Crusher Operator, Concrete Spreader Operator, Asphalt Plant Operator, Asphalt Spreader Operator, Scraper Operator, Front-End Loader Operator (SEWER AND WATERMAIN), Excavator Operator (GENERAL), Crawler or Rubber Tired Industrial Tractor with Backhoe attachment and Mini excavator under 65 H.P., Curb Machine Operator, Bulldozer Operator (ROUGH GRADE), Grader Operator (ROUGH GRADE), Fuel Truck

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>January 1, 2022</b>	\$35.43	\$3.54	\$5.56	\$0.10	\$5.13	<b>\$49.76</b>	\$0.74	\$0.25	<b>\$50.75</b>
<b>May 1, 2023</b>	\$37.24	\$3.72	\$5.56	\$0.36	\$5.13	<b>\$52.01</b>	\$0.74	\$0.25	<b>\$53.00</b>
<b>May 1, 2024</b>	\$39.70	\$3.97	\$5.56	\$0.36	\$5.23	<b>\$54.82</b>	\$0.74	\$0.25	<b>\$55.81</b>

- d) Service Truck Driver, Front-End Loader Operator, Shuttlebuggy Operator, Burner Man (Asphalt)

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>January 1, 2022</b>	\$33.68	\$3.37	\$5.56	\$0.10	\$5.13	<b>\$47.84</b>	\$0.74	\$0.25	<b>\$48.83</b>
<b>May 1, 2023</b>	\$35.49	\$3.55	\$5.56	\$0.36	\$5.13	<b>\$50.09</b>	\$0.74	\$0.25	<b>\$51.08</b>
<b>May 1, 2024</b>	\$37.95	\$3.80	\$5.56	\$0.36	\$5.23	<b>\$52.90</b>	\$0.74	\$0.25	<b>\$53.89</b>

- e) Driller, Improver Mechanic, Boiler Fireman, Improver Welder, and Mini Skid Steer Loader Operator under 65 H.P. and Horizontal, Directional Boring Machine Operators

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
January 1, 2022	\$32.95	\$3.30	\$5.56	\$0.10	\$5.13	<b>\$47.04</b>	\$0.74	\$0.25	<b>\$48.03</b>
May 1, 2023	\$34.76	\$3.48	\$5.56	\$0.36	\$5.13	<b>\$49.29</b>	\$0.74	\$0.25	<b>\$50.28</b>
May 1, 2024	\$37.22	\$3.73	\$5.56	\$0.36	\$5.23	<b>\$52.10</b>	\$0.74	\$0.25	<b>\$53.09</b>

- f) Off Highway Rock Type Truck Operator, Compactor and Roller Operator (on Grade), Boom Truck Driver (Pitman Type), Oiler and Greaser, Farm Tractor (no backhoe), Mechanics Helper, Drone Operator

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
January 1, 2022	\$32.41	\$3.24	\$5.56	\$0.10	\$5.13	<b>\$46.44</b>	\$0.74	\$0.25	<b>\$47.43</b>
May 1, 2023	\$34.22	\$3.42	\$5.56	\$0.36	\$5.13	<b>\$48.69</b>	\$0.74	\$0.25	<b>\$49.68</b>
May 1, 2024	\$36.68	\$3.67	\$5.56	\$0.36	\$5.23	<b>\$51.50</b>	\$0.74	\$0.25	<b>\$52.49</b>

\*LABOUR RELATIONS – Employers must pay this fund directly to the UCA; this fund is subject to HST.

**Clarity Note:** Training Fund includes five cents (\$0.05) per hour to the National Training Fund.

- 1.02** It is understood that when an employee is sent to work in an area outside a geographic area of this Agreement the Employer will maintain the rate of wages and hours of work for each employee as provided in this Collective Agreement.
- 1.03** No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the Employer sending the employee to work in any other area.

## **ARTICLE 2 – HOURS OF WORK AND OVERTIME**

- 2.01** Overtime at the rate of time and one-half (1-1/2) will be paid for all hours worked in excess of ten (10) hours per day from Monday to Friday and fifty (50) hours per week. All hours worked on Saturday will be paid at time and one-half (1-1/2).

The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any employee recalled to work with less than an eight (8) hour rest period shall be paid at one and one half (1-1/2) times the straight time rate for all hours worked until conclusion of that shift.

## **ARTICLE 3 – VACATION WITH PAY**



**3.01** Vacation and Statutory Holiday Pay shall be paid weekly to each employee covered by this schedule, 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.

**ARTICLE 4 – TRAVELLING EXPENSES**

**4.01 Local**

The Employer shall pay employees at straight time rates for all time spent on travelling to and from the work site. The Employer shall pay employees at straight time rates for all time spent on travelling as a passenger to and from the work site in excess of fifteen (15) minutes each way. Time will commence on leaving the assembly point and end at time of arrival at the work site. This local travelling allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

**4.02 Distant**

Where the operations of the Employer require employees to transfer from job to job and place to place outside a metropolitan area, the Employer will pay the cost of transportation between points and reimburse for meals and accommodation en route. Such employees who are required to live outside of their normal place of residence and whose regular and permanent residence is within a metropolitan area, will be supplied with transportation back to the assembly point or base of operations once each week. In addition to the board allowance provided for in **Section 4.06** below, employees who are eligible for such expenses will be required to remain on the job for one (1) month or for the duration of the job if less than one (1) month and may be required to sign a form to that effect.

**4.03 Expense Allowance**

In the Geographic Area described in Schedule “H”, a **3-zone** system will be established as follows;

<b><u>Zone 1</u></b>	➤ The Schedule “H” free zone shall be comprised of an area included in a radius of forty (40) kilometers where the Employer’s primary base of operations is the centre.
<b><u>Zone 2</u></b>	➤ The area outside of Zone 1, which is within and includes the one hundred (100) kilometre radius of Zone 3
<b><u>Zone 3</u></b>	➤ The area outside of Zone 2 which is over one hundred (100) kilometres from the Employers primary base of operations and within the geographic area of this Agreement.

**4.04** The expense allowance will not apply when employees are transported by the Employer from an assembly point inside zone 1. In such cases, employees will receive their regular rate of pay commencing fifteen (15) minutes after leaving the assembly point. Employees will not be paid for the last fifteen minutes returning to the assembly point at the end of their shifts.

**4.05 Daily Travel Allowance:**

- i) An employee travelling to a job in their own vehicle inside of Zone 1 will receive no daily mileage.
- ii) An employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 2 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1.
- iii) An Employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1, plus a travel allowance of **Thirty-Three Dollars (\$33.00)**. The travel allowance will not apply when employees are transported in a company vehicle by the Employer.

**4.06 Out of Town Allowance**

An employee that is sent by the Employer to a job in Zone 3, and who is required by the Employer to remain away from their normal place of residence shall be paid their regular rate of pay at straight time from the boundary of Zone 1 upon their commencement of employment on the job and their regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of the job, and the following out-of-town allowances:

- i) If the employee is required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3, the employee shall be paid Sixty Cents (\$0.60) per road kilometre travelled from the boundary of Zone 1 to the jobsite upon commencement of the job and from the jobsite to the boundary of Zone 1 plus a travel allowance of **Thirty-Three Dollars (\$33.00)**; and
- ii) A room and board allowance of **One Hundred and Seventy Dollars (\$170.00)** per day or part thereof effective May 1, 2022.

**ARTICLE 5 – TRAINING FUND**

**5.01** The Employer agrees to contribute the sum of Seventy-Four Cents (\$0.74 per hour for each hour worked by each Operator in their employ to the International Union of Operating Engineers Training Fund (includes five cents (\$0.05) per hour to the National Training Fund).

**ARTICLE 6 – BENEFIT AND PENSION PLANS**

**6.01** **Effective May 1, 2022**, Employers shall contribute in total Ten Dollars and Sixty-Nine Cents (**\$10.69**) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Ten Dollars and Sixty-Nine Cents (**\$10.69**) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Ten Dollars and Seventy-Nine Cents (**\$10.79**) per hour.

## **SCHEDULE “I”**

**This is Schedule “I” to a Collective Agreement between the Utility Contractors’ Association of Ontario Incorporated and the International Union of Operating Engineers, Local 793.**

**This Schedule applies to work performed in the following OLRB Geographic Area(s):**

**OLRB Area No. 10 – The Town of Cobourg, the Municipality of Port Hope, and the geographic Townships of Hope, Hamilton, Haldimand and Alnwick in the County of Northumberland;**

**OLRB Area No. 11 – The County of Peterborough (except for the geographic Township of Cavan), the City of Kawartha Lakes (except for the geographic Township of Manvers) and the County of Haliburton;**

**OLRB Area No. 12 – The County of Prince Edward, the geographic Townships of Lake, Tudor and Grimsthorpe and all lands south thereof in the County of Hastings, and the geographic Townships of Percy and Cramahe and all lands east thereof in the County of Northumberland;**

**OLRB Area No. 29 – The County of Lennox and Addington, the County of Frontenac, and the Geographic Townships of Rear Leeds and Lansdowne, Rear of Yonge and Escott, and all lands south thereof in the United Counties of Leeds and Grenville**

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

### **ARTICLE 1 – CLASSIFICATIONS AND WAGE RATES**

#### **1.01 CLASSIFICATIONS AND WAGES**

- a) Operators of Shovels, Backhoes, Draglines, Gradalls. Cranes including but not limited to self-erecting cranes, boom trucks (over 8 tons), hydraulic or cable type side booms, Moles and Clams, and similar equipment.

**BENEFITS**

DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$34.88	\$3.48	\$4.92	\$0.10	\$6.00	<b>\$49.38</b>	\$0.60	\$0.25	<b>\$50.23</b>
May 1, 2023	\$36.69	\$3.66	\$4.92	\$0.36	\$6.00	<b>\$51.63</b>	\$0.60	\$0.25	<b>\$52.48</b>
May 1, 2024	\$38.42	\$3.83	\$4.92	\$0.36	\$6.10	<b>\$53.63</b>	\$0.60	\$0.25	<b>\$54.48</b>

- b) Operators of Bulldozers, Front-end Loaders, Graders, Scrapers, Crushers, and Farm & Industrial Type Tractor with Excavating Attachments (rubber tire backhoe). Mechanics, Welders, Machinist. Operators of Pitman & Skyhook type cranes for other than Rental Work. trenching machines over Davis 300 and similar equipment to foregoing. Well points and all types of dewatering systems, 6" discharge and over, Augers and boring equipment other than air activated under 8", Directional Drills.

BENEFITS									
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$34.31	\$3.43	\$4.92	\$0.10	\$6.00	<b>\$48.76</b>	\$0.60	\$0.25	<b>\$49.61</b>
May 1, 2023	\$36.12	\$3.61	\$4.92	\$0.36	\$6.00	<b>\$51.01</b>	\$0.60	\$0.25	<b>\$51.86</b>
May 1, 2024	\$37.85	\$3.78	\$4.92	\$0.36	\$6.10	<b>\$53.01</b>	\$0.60	\$0.25	<b>\$53.86</b>

- c) Grade Rollermen inc. self-propelled rubber-tired rollers; Float Drivers, Servicemen, Farm & Industrial Tractors with tow compaction units or grade maintaining equipment. Off Road Rock Carriers, Skid Steer.

BENEFITS									
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$30.14	\$3.01	\$4.92	\$0.10	\$6.00	<b>\$44.17</b>	\$0.60	\$0.25	<b>\$45.02</b>
May 1, 2023	\$31.95	\$3.19	\$4.92	\$0.36	\$6.00	<b>\$46.42</b>	\$0.60	\$0.25	<b>\$47.27</b>
May 1, 2024	\$33.68	\$3.36	\$4.92	\$0.36	\$6.10	<b>\$48.42</b>	\$0.60	\$0.25	<b>\$49.27</b>

- d) Oilers, Front-End Drivers and Mechanics Helpers.

BENEFITS									
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$32.60	\$3.25	\$4.92	\$0.10	\$6.00	<b>\$46.87</b>	\$0.60	\$0.25	<b>\$47.72</b>
May 1, 2023	\$34.41	\$3.43	\$4.92	\$0.36	\$6.00	<b>\$49.12</b>	\$0.60	\$0.25	<b>\$49.97</b>
May 1, 2024	\$36.14	\$3.60	\$4.92	\$0.36	\$6.10	<b>\$51.12</b>	\$0.60	\$0.25	<b>\$51.97</b>

\***LABOUR RELATIONS** – Employers must pay this fund directly to the UCA, this fund is subject to HST.

**Clarity Note:** Training Fund includes five cents (\$0.05) per hour to the National Training Fund.

- 1.02** It is understood that when an employee is sent to work in an area outside a geographic area of this **Schedule**, the Employer will maintain the rate of wages and hours of work for each employee as provided in this **Schedule**. In the event the outside geographic area schedule provides a higher wage package, the employer agrees to apply the higher wage package.
- 1.03** No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the Employer sending the employee to work in any other area.

## **ARTICLE 2 – HOURS OF WORK AND OVERTIME**

- 2.01** Overtime at the rate of time and one-half (1-1/2) will be paid for all hours worked in excess of ten (10) hours per day from Monday to Friday and fifty (50) hours per week. All hours worked on Saturday will be paid at time and one-half (1-1/2).

The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any employee recalled to work with less than an eight (8) hour rest period shall be paid at one and one half (1-1/2) times the straight time rate for all hours worked until conclusion of that shift.

## **ARTICLE 3 – VACATION WITH PAY**

- 3.01** Vacation and Statutory Holiday Pay shall be credited 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.

## **ARTICLE 4 – TRAVELLING EXPENSES**

### **Local**

- 4.01** The Employer shall pay employees at straight time rates for all time spent on travelling to and from the work site. The Employer shall pay employees at straight time rates for all time spent on travelling as a passenger to and from the work site in excess of fifteen (15) minutes each way. Time will commence on leaving the assembly point and end at time of arrival at the work site. This local travelling allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

### **Distant**

- 4.02** Where the operations of the Employer require employees to transfer from job to job and from place to place outside a metropolitan area, the 5.02 Employer will pay the cost of transportation between points and reimburse for meals and accommodation en route. Such

employees who are required to live outside of their normal place of residence and whose regular and permanent residence is within a metropolitan area, will be supplied with transportation back to the assembly point or base of operations once each week. In addition to the board allowance provided for in Section (4.06) below, employees who are eligible for such expenses will be required to remain on the job for one (1) month or for the duration of the job if less than one (1) month and may be required to sign a form to that effect.

#### 4.03 **Expense Allowance:**

In the Geographic Area described in Schedule "I", a **3-zone** system will be established as follows;

<b><u>Zone 1</u></b>	➤ The Schedule "I" free zone shall be comprised of an area included in a radius of forty (40) kilometers where the Employer's primary base of operations is the centre.
<b><u>Zone 2</u></b>	➤ The area outside of Zone 1, which is within and includes the one hundred (100) kilometre radius of Zone 3
<b><u>Zone 3</u></b>	➤ The area outside of Zone 2 which is over one hundred (100) kilometres from the Employers primary base of operations and within the geographic area of this Agreement.

4.04 The expense allowance will not apply when employees are transported by the Employer from and assembly point inside zone 1. In such cases, employees will receive their regular rate of pay commencing fifteen (15) minutes after leaving the assembly point. Employees will not be paid for the last fifteen (15) minutes returning to the assembly point at the end of their shifts.

#### 4.05 **Daily Travel Allowance:**

- i) An employee travelling to a job in their own vehicle inside of Zone 1 will receive no daily mileage.
- ii) An employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 2 shall be paid Sixty Cents (\$0.60) per kilometer from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometer from the job to the boundary of Zone 1.
- iii) An Employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3 shall be paid Sixty Cents (\$0.60) per kilometer from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometer from the job to the boundary of Zone 1, plus a travel allowance of **Thirty-Three Dollars (\$33.00)**. The travel allowance will not apply when employees are transported in a company vehicle by the Employer.

#### 4.06 **Out of Town Allowance:**

An employee that is sent by the Employer to a job in Zone 3, and who is required by the Employer to remain away from their normal place of residence shall be paid their regular rate of pay at straight time from the boundary of Zone 1 upon their commencement of employment on the job and their regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of the job, and the following out-of-town allowances:

- i) If the employee is required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3, the employee shall be paid Sixty Cents (\$0.60) per road kilometre travelled from the boundary of Zone 1 to the jobsite upon commencement of the job and from the jobsite to the boundary of Zone 1 plus a travel allowance of **Thirty-Three Dollars (\$33.00)**; and
- ii) A room and board allowance of **One Hundred and Seventy Dollars (\$170.00)** per day or part thereof effective May 1, 2022.

#### **ARTICLE 5 – TRAINING FUND**

**5.01** The Employer agrees to contribute the sum of Sixty Cents (\$0.60) per hour for each hour worked by each Operator in their employ to the International Union of Operating Engineers Training Fund (includes five cents (\$0.05) per hour to the National Training Fund).

#### **ARTICLE 6 – BENEFIT AND PENSION PLANS**

**6.01** **Effective May 1, 2022**, Employers shall contribute in total Ten Dollars and Ninety-Two Cents (**\$10.92**) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Ten Dollars and Ninety-Two Cents (**\$10.92**) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Eleven Dollars and Two Cents (**\$11.02**) per hour.



## **SCHEDULE “J”**

<p><b>This is Schedule “J” to a Collective Agreement between the Utility Contractors’ Association of Ontario Incorporated and the International Union of Operating Engineers, Local 793.</b></p>
<p><b>This Schedule applies to work:</b></p>
<p><b>In all other areas of the Province of Ontario not covered by a Schedule</b></p>
<p><b>All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.</b></p>

### **ARTICLE 1 – CLASSIFICATIONS AND WAGE RATES**

#### **1.01 CLASSIFICATIONS AND WAGES**

- a) Engineers operating cranes, including but not limited to self-erecting cranes, boom trucks (over 8 tons), pile driving, hydraulic or cable type side booms, and Backhoes, Grader Operator - Fine Grade, Excavators including all attachments, Operators of Gradalls, Clams, and similar equipment

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$30.00	\$2.70	\$5.27	\$0.10	\$4.35	<b>\$42.42</b>	\$0.50	\$0.25	<b>\$43.17</b>
<b>May 1, 2023</b>	\$31.83	\$2.86	\$5.27	\$0.36	\$4.35	<b>\$44.67</b>	\$0.50	\$0.25	<b>\$45.42</b>
<b>May 1, 2024</b>	\$33.57	\$3.02	\$5.27	\$0.36	\$4.45	<b>\$46.67</b>	\$0.50	\$0.25	<b>\$47.42</b>

- b) Heavy Duty Mechanic Class “A” (licensed), Welder Class “A” (licensed), self-propelled and hydraulic drills, Trim Dozer

<b>BENEFITS</b>
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DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$29.45	\$2.66	\$5.27	\$0.10	\$4.35	<b>\$41.83</b>	\$0.50	\$0.25	<b>\$42.58</b>
May 1, 2023	\$31.28	\$2.82	\$5.27	\$0.36	\$4.35	<b>\$44.08</b>	\$0.50	\$0.25	<b>\$44.83</b>
May 1, 2024	\$33.02	\$2.98	\$5.27	\$0.36	\$4.45	<b>\$46.08</b>	\$0.50	\$0.25	<b>\$46.83</b>

- c) Operators on Rollers (on Asphalt), Washing Plants, Crushers, Asphalt Plants, Asphalt Spreaders, Concrete Spreaders, Milling Machine Operators, Scrapers, Bulldozers (including sideboom and 6-way Blade) (over D4 or equivalent), Front End Loaders (1-1/2 cu. yd. capacity and over), Crawler or Rubber-tired Industrial Tractors with Attachments(rubber tire backhoe), Instrument Man, Burner Men (Asphalt Plant), Oil Distributor Operators, Feller Buncher, Hydro axe, Hydro shear and skidder type equipment with hydraulic and cable attachments, CAT 815 padfoot with dozer blade or similar size equipment, Shuttle Buggy, trenching machines over Davis 300 and similar equipment to foregoing

			BENEFITS						
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$29.35	\$2.65	\$5.27	\$0.10	\$4.35	<b>\$41.72</b>	\$0.50	\$0.25	<b>\$42.47</b>
May 1, 2023	\$31.18	\$2.81	\$5.27	\$0.36	\$4.35	<b>\$43.97</b>	\$0.50	\$0.25	<b>\$44.72</b>
May 1, 2024	\$32.92	\$2.97	\$5.27	\$0.36	\$4.45	<b>\$45.97</b>	\$0.50	\$0.25	<b>\$46.72</b>

- d) Improver Mechanic, Curb Machine Operator, Float Driver over 25 tons, Boiler Fireman, Front End Loader (under 1-1/2 cu. yd. capacity), Grader Operator, Bulldozer Operator (D4 and under), Instrument Man Helper, Rodman, Improver Welder, Chip Spreading Machine Operator, Well points and all types of dewatering systems, 6" discharge and over, Augers and boring equipment other than air activated under 8", Directional Drills

			BENEFITS						
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$27.00	\$2.43	\$5.27	\$0.10	\$4.35	<b>\$39.15</b>	\$0.50	\$0.25	<b>\$39.90</b>
May 1, 2023	\$28.83	\$2.59	\$5.27	\$0.36	\$4.35	<b>\$41.40</b>	\$0.50	\$0.25	<b>\$42.15</b>
May 1, 2024	\$30.57	\$2.75	\$5.27	\$0.36	\$4.45	<b>\$43.40</b>	\$0.50	\$0.25	<b>\$44.15</b>

- e) Off-Highway Earth & Rock-Type Vehicles, Water Spreader Operator, Float Driver 25 tons and under, compactor and Roller Operator (on grade), Chainman, Volvo Dumps, Kubota-Bobcat type excavators less than 65 h.p. boom trucks, Fuel and Lubricant Vehicle

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$26.50	\$2.39	\$5.27	\$0.10	\$4.35	<b>\$38.61</b>	\$0.50	\$0.25	<b>\$39.36</b>
May 1, 2023	\$28.33	\$2.55	\$5.27	\$0.36	\$4.35	<b>\$40.86</b>	\$0.50	\$0.25	<b>\$41.61</b>
May 1, 2024	\$30.07	\$2.71	\$5.27	\$0.36	\$4.45	<b>\$42.86</b>	\$0.50	\$0.25	<b>\$43.61</b>

- f) Pumpman (over 4" discharge) and Mini Skid Steer Loader under 65 h.p.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$26.40	\$2.38	\$5.27	\$0.10	\$4.35	<b>\$38.50</b>	\$0.50	\$0.25	<b>\$39.25</b>
May 1, 2023	\$28.23	\$2.54	\$5.27	\$0.36	\$4.35	<b>\$40.75</b>	\$0.50	\$0.25	<b>\$41.50</b>
May 1, 2024	\$29.97	\$2.70	\$5.27	\$0.36	\$4.45	<b>\$42.75</b>	\$0.50	\$0.25	<b>\$43.50</b>

- g) Oiler and Greaser, Pumpman (4" discharge & under), Farm Tractor Operator, Mechanic's Helper, Mobile Sweeper

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$26.30	\$2.37	\$5.27	\$0.10	\$4.35	<b>\$38.39</b>	\$0.50	\$0.25	<b>\$39.14</b>
May 1, 2023	\$28.13	\$2.53	\$5.27	\$0.36	\$4.35	<b>\$40.64</b>	\$0.50	\$0.25	<b>\$41.39</b>
May 1, 2024	\$29.87	\$2.69	\$5.27	\$0.36	\$4.45	<b>\$42.64</b>	\$0.50	\$0.25	<b>\$43.39</b>

\*LABOUR RELATIONS – Employers must pay this fund directly to the UCA, this fund is subject to HST.

Clarity Note: Training Fund includes five cents (\$0.05) per hour to the National Training Fund.

**1.02** It is understood that when an employee is sent to work in an area outside a geographic area of this **Schedule** the Employer will maintain the rate of wages and hours of work for each

employee as provided in this **Schedule**. In the event the outside geographic area schedule provides a higher wage package, the employer agrees to apply the higher wage package.

- 1.03** No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the Employer sending the employee to work in any other area.

## **ARTICLE 2 – HOURS OF WORK AND OVERTIME**

- 2.01** Overtime at the rate of time and one-half (1-1/2) will be paid for all hours worked in excess of ten (10) hours per day from Monday to Friday and fifty (50) hours per week. All hours worked on Saturday will be paid at time and one-half (1-1/2).

The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any employee recalled to work with less than an eight (8) hour rest period shall be paid at one and one half (1-1/2) times the straight time rate for all hours worked until conclusion of that shift.

## **ARTICLE 3 – VACATION WITH PAY**

- 3.01** Vacation and Statutory Holiday Pay shall be paid weekly to each employee covered by this schedule, at the rate of nine percent (9%) 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 five percent (5%) of the gross wages is to be in lieu of Statutory Holiday Pay.

## **ARTICLE 4 – TRAVELLING EXPENSES**

### **Local**

- 4.01** The Employer shall pay employees at straight time rates for all time spent on travelling to and from the work site. The Employer shall pay employees at straight time rates for all time spent on travelling as a passenger to and from the work site in excess of fifteen (15) minutes each way. Time will commence on leaving the assembly point and end at time of arrival at the work site. This local travelling allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

### **Distant**

- 4.02** Where the operations of the Employer require employees to transfer from job to job and from place to place outside a metropolitan area, the 5.02 Employer will pay the cost of transportation between points and reimburse for meals and accommodation en route. Such employees who are required to live outside of their normal place of residence and whose regular and permanent residence is within a metropolitan area, will be supplied with transportation back to the assembly point or base of operations once each week. In addition to the board allowance provided for in Section (4.06) below, employees who are eligible for such expenses will be required to remain on the job for one (1) month or for the duration of the job if less than one (1) month and may be required to sign a form to that effect.

**4.03 Expense Allowance:**

In the Geographic Area described in Schedule “J”, a **3-zone** system will be established as follows:

<b><u>Zone 1</u></b>	➤ The Schedule “J” free zone shall be comprised of an area included in a radius of forty (40) kilometers where the Employer’s primary base of operations is the centre.
<b><u>Zone 2</u></b>	➤ The area outside of Zone 1, which is within and includes the one hundred (100) kilometre radius of Zone 3
<b><u>Zone 3</u></b>	➤ The area outside of Zone 2 which is over one hundred (100) kilometres from the Employers primary base of operations and within the geographic area of this Agreement.

**4.04** The expense allowance will not apply when employees are transported by the Employer from an assembly point inside zone 1. In such cases, employees will receive their regular rate of pay commencing fifteen (15) minutes after leaving the assembly point. Employees will not be paid for the last fifteen minutes returning to the assembly point at the end of their shifts.

**4.05 Daily Travel Allowance:**

- i) An employee travelling to a job in their own vehicle inside of Zone 1 will receive no daily mileage.
- ii) An employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 2 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1.
- iii) An Employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1, plus a travel allowance of **Thirty-Three Dollars (\$33.00)**. The travel allowance will not apply when employees are transported in a company vehicle by the Employer.

**4.06 Out of Town Allowance:**

An employee that is sent by the Employer to a job in Zone 3, and who is required by the Employer to remain away from their normal place of residence shall be paid their regular rate of pay at straight time from the boundary of Zone 1 upon their commencement of employment on the job and their regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of the job, and the following out-of-town allowances:

- i) If the employee is required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3, the employee shall be paid Sixty Cents (\$0.60) per road kilometre travelled from the boundary of Zone 1 to the jobsite upon commencement of the job and from the jobsite to the boundary of Zone 1 plus a travel allowance of **Thirty-Three Dollars (\$33.00)**; and

- ii) A room and board allowance of **One Hundred and Seventy Dollars (\$170.00)** per day or part thereof effective May 1, 2022.

**ARTICLE 5 – TRAINING FUND**

**5.01** The Employer agrees to contribute the sum of Fifty Cents (\$0.50) per hour for each hour worked by each Operator in their employ to the International Union of Operating Engineers Training Fund (includes five cents (\$0.05) per hour to the National Training Fund).

**ARTICLE 6 – BENEFIT AND PENSION PLANS**

**6.01** **Effective May 1, 2022**, Employers shall contribute in total Nine Dollars and Sixty-Two Cents (**\$9.62**) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Nine Dollars and Sixty-Two Cents (**\$9.62**) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Nine Dollars and Seventy-Two Cents (**\$9.72**) per hour.

## **SCHEDULE “K”**

<p><b>This is Schedule “K” to a Collective Agreement between the Utility Contractors’ Association of Ontario Incorporated and the International Union of Operating Engineers, Local 793.</b></p>
<p><b>This Schedule applies to work performed in the following OLRB Geographic Area(s):</b></p>
<p><b>OLRB Area No. 15 – The City of Ottawa and the United Counties of Prescott and Russell.</b></p>
<p><b>All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.</b></p>

### **ARTICLE 1 – CLASSIFICATIONS AND WAGE RATES**

#### **1.01 CLASSIFICATIONS AND WAGES**

- a) Operators of all cranes, including but not limited to self-erecting cranes, boom trucks (over 8 tons), clams, hydraulic or cable type side booms, and similar equipment

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$46.18	\$4.62	\$5.77	\$0.10	\$6.00	<b>\$62.67</b>	\$0.74	\$0.25	<b>\$63.66</b>
<b>May 1, 2023</b>	\$47.99	\$4.80	\$5.77	\$0.36	\$6.00	<b>\$64.92</b>	\$0.74	\$0.25	<b>\$65.91</b>
<b>May 1, 2024</b>	\$49.95	\$5.00	\$5.77	\$0.36	\$6.10	<b>\$67.18</b>	\$0.74	\$0.25	<b>\$68.17</b>

- b) All floating equipment (derricks, dredges, etc.)

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$39.41	\$3.94	\$5.77	\$0.10	\$6.00	<b>\$55.22</b>	\$0.74	\$0.25	<b>\$56.21</b>

<b>May 1, 2023</b>	\$41.22	\$4.12	\$5.77	\$0.36	\$6.00	<b>\$57.47</b>	\$0.74	\$0.25	<b>\$58.46</b>
<b>May 1, 2024</b>	\$43.18	\$4.32	\$5.77	\$0.36	\$6.10	<b>\$59.73</b>	\$0.74	\$0.25	<b>\$60.72</b>

c) Sewer and Watermain Operators of excavators, milling machine operators and similar equipment; Excavators 65 ton and over, Excavator with long stick boom and Tele-Dipper will be paid one (1) extra hour straight time per day

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$38.41	\$3.84	\$5.77	\$0.10	\$6.00	<b>\$54.12</b>	\$0.74	\$0.25	<b>\$55.11</b>
<b>May 1, 2023</b>	\$40.22	\$4.02	\$5.77	\$0.36	\$6.00	<b>\$56.37</b>	\$0.74	\$0.25	<b>\$57.36</b>
<b>May 1, 2024</b>	\$42.18	\$4.22	\$5.77	\$0.36	\$6.10	<b>\$58.63</b>	\$0.74	\$0.25	<b>\$59.62</b>

d) Operators of gradalls, Grader “A”, Finished grading for asphalt or concrete, pavers (asphalt and concrete)

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$37.91	\$3.79	\$5.77	\$0.10	\$6.00	<b>\$53.57</b>	\$0.74	\$0.25	<b>\$54.56</b>
<b>May 1, 2023</b>	\$39.72	\$3.97	\$5.77	\$0.36	\$6.00	<b>\$55.82</b>	\$0.74	\$0.25	<b>\$56.81</b>
<b>May 1, 2024</b>	\$41.68	\$4.17	\$5.77	\$0.36	\$6.10	<b>\$58.08</b>	\$0.74	\$0.25	<b>\$59.07</b>

e) Road Construction Operators of excavators, gradalls. Excavators 65 ton and over. Excavator with long stick boom and Tele-Dipper will be paid one (1) extra hour straight time per day

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$36.88	\$3.69	\$5.77	\$0.10	\$6.00	<b>\$52.44</b>	\$0.74	\$0.25	<b>\$53.43</b>
<b>May 1, 2023</b>	\$38.69	\$3.87	\$5.77	\$0.36	\$6.00	<b>\$54.69</b>	\$0.74	\$0.25	<b>\$55.68</b>
<b>May 1, 2024</b>	\$40.65	\$4.07	\$5.77	\$0.36	\$6.10	<b>\$56.95</b>	\$0.74	\$0.25	<b>\$57.94</b>

f) Grader “B”: Other grading including gravel

BENEFITS
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DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$35.24	\$3.53	\$5.77	\$0.10	\$6.00	\$50.64	\$0.74	\$0.25	\$51.63
May 1, 2023	\$37.05	\$3.71	\$5.77	\$0.36	\$6.00	\$52.89	\$0.74	\$0.25	\$53.88
May 1, 2024	\$39.01	\$3.91	\$5.77	\$0.36	\$6.10	\$55.15	\$0.74	\$0.25	\$56.14

g) Mechanic "A": Heavy duty (complete tear down repair and build up)

BENEFITS									
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$36.44	\$3.65	\$5.77	\$0.10	\$6.00	\$51.96	\$0.74	\$0.25	\$52.95
May 1, 2023	\$38.25	\$3.83	\$5.77	\$0.36	\$6.00	\$54.21	\$0.74	\$0.25	\$55.20
May 1, 2024	\$40.21	\$4.03	\$5.77	\$0.36	\$6.10	\$56.47	\$0.74	\$0.25	\$57.46

h) Mechanic "B"

BENEFITS									
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$35.88	\$3.59	\$5.77	\$0.10	\$6.00	\$51.34	\$0.74	\$0.25	\$52.33
May 1, 2023	\$37.69	\$3.77	\$5.77	\$0.36	\$6.00	\$53.59	\$0.74	\$0.25	\$54.58
May 1, 2024	\$39.65	\$3.97	\$5.77	\$0.36	\$6.10	\$55.85	\$0.74	\$0.25	\$56.84

i) Welder "A"

BENEFITS									
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$35.28	\$3.53	\$5.77	\$0.10	\$6.00	\$50.68	\$0.74	\$0.25	\$51.67
May 1, 2023	\$37.09	\$3.71	\$5.77	\$0.36	\$6.00	\$52.93	\$0.74	\$0.25	\$53.92
May 1, 2024	\$39.05	\$3.91	\$5.77	\$0.36	\$6.10	\$55.19	\$0.74	\$0.25	\$56.18

j) Welder "B"

BENEFITS									
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.

<b>May 1, 2022</b>	\$35.04	\$3.51	\$5.77	\$0.10	\$6.00	<b>\$50.42</b>	\$0.74	\$0.25	<b>\$51.41</b>
<b>May 1, 2023</b>	\$36.85	\$3.69	\$5.77	\$0.36	\$6.00	<b>\$52.67</b>	\$0.74	\$0.25	<b>\$53.66</b>
<b>May 1, 2024</b>	\$38.81	\$3.89	\$5.77	\$0.36	\$6.10	<b>\$54.93</b>	\$0.74	\$0.25	<b>\$55.92</b>

k) Operators “A”: Bulldozer, D6 and over, rubber-tired scrapers, loaders, 1-1/2 c.y. capacity and over, temporary steam heating plant, 6 way Blade Bulldozer, Sheep’s foot with blade attachment, rubber tired hoe, rubber tire backhoe, Roller “A” Asphalt, trenching machines over Davis 300 and similar equipment to foregoing

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$35.81	\$3.58	\$5.77	\$0.10	\$6.00	<b>\$51.26</b>	\$0.74	\$0.25	<b>\$52.25</b>
<b>May 1, 2023</b>	\$37.62	\$3.76	\$5.77	\$0.36	\$6.00	<b>\$53.51</b>	\$0.74	\$0.25	<b>\$54.50</b>
<b>May 1, 2024</b>	\$39.58	\$3.96	\$5.77	\$0.36	\$6.10	<b>\$55.77</b>	\$0.74	\$0.25	<b>\$56.76</b>

l) Shuttle buggy

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$36.31	\$3.63	\$5.77	\$0.10	\$6.00	<b>\$51.81</b>	\$0.74	\$0.25	<b>\$52.80</b>
<b>May 1, 2023</b>	\$38.12	\$3.81	\$5.77	\$0.36	\$6.00	<b>\$54.06</b>	\$0.74	\$0.25	<b>\$55.05</b>
<b>May 1, 2024</b>	\$40.08	\$4.01	\$5.77	\$0.36	\$6.10	<b>\$56.32</b>	\$0.74	\$0.25	<b>\$57.31</b>

m) Bulldozer under D6 and loader under 1-1/2 c.y. capacity, well points & all types of dewatering systems, 6” discharge and over; Augers and boring equipment other than air activated under 8”, directional drills.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$35.81	\$3.58	\$5.77	\$0.10	\$6.00	<b>\$51.26</b>	\$0.74	\$0.25	<b>\$52.25</b>
<b>May 1, 2023</b>	\$37.62	\$3.76	\$5.77	\$0.36	\$6.00	<b>\$53.51</b>	\$0.74	\$0.25	<b>\$54.50</b>
<b>May 1, 2024</b>	\$39.58	\$3.96	\$5.77	\$0.36	\$6.10	<b>\$55.77</b>	\$0.74	\$0.25	<b>\$56.76</b>

n) Operators “B”: pumps 6” discharge and over, skid steer loaders, industrial tractors with attachments, well points, dinky locomotive type engines and Kubota type backhoe.

**BENEFITS**

DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$35.51	\$3.55	\$5.77	\$0.10	\$6.00	<b>\$50.93</b>	\$0.74	\$0.25	<b>\$51.92</b>
May 1, 2023	\$37.32	\$3.73	\$5.77	\$0.36	\$6.00	<b>\$53.18</b>	\$0.74	\$0.25	<b>\$54.17</b>
May 1, 2024	\$39.28	\$3.93	\$5.77	\$0.36	\$6.10	<b>\$55.44</b>	\$0.74	\$0.25	<b>\$56.43</b>

- o) Roller "B": Grade self-propelled ride on packers, electronic or radio-controlled compaction unit, power sweepers.

BENEFITS									
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$34.88	\$3.49	\$5.77	\$0.10	\$6.00	<b>\$50.24</b>	\$0.74	\$0.25	<b>\$51.23</b>
May 1, 2023	\$36.69	\$3.67	\$5.77	\$0.36	\$6.00	<b>\$52.49</b>	\$0.74	\$0.25	<b>\$53.48</b>
May 1, 2024	\$38.65	\$3.87	\$5.77	\$0.36	\$6.10	<b>\$54.75</b>	\$0.74	\$0.25	<b>\$55.74</b>

- p) Field Service Man

BENEFITS									
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$35.11	\$3.51	\$5.77	\$0.10	\$6.00	<b>\$50.49</b>	\$0.74	\$0.25	<b>\$51.48</b>
May 1, 2023	\$36.92	\$3.69	\$5.77	\$0.36	\$6.00	<b>\$52.74</b>	\$0.74	\$0.25	<b>\$53.73</b>
May 1, 2024	\$38.88	\$3.89	\$5.77	\$0.36	\$6.10	<b>\$55.00</b>	\$0.74	\$0.25	<b>\$55.99</b>

- q) Oilers, and Apprentices, front-end drivers and oilers on 100 tonne cranes.

BENEFITS									
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$34.12	\$3.42	\$5.77	\$0.10	\$6.00	<b>\$49.41</b>	\$0.74	\$0.25	<b>\$50.40</b>
May 1, 2023	\$35.93	\$3.60	\$5.77	\$0.36	\$6.00	<b>\$51.66</b>	\$0.74	\$0.25	<b>\$52.65</b>
May 1, 2024	\$37.89	\$3.80	\$5.77	\$0.36	\$6.10	<b>\$53.92</b>	\$0.74	\$0.25	<b>\$54.91</b>

- r) Tunnel Operators of cranes.

BENEFITS									
DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$46.18	\$4.62	\$5.77	\$0.10	\$6.00	<b>\$62.67</b>	\$0.74	\$0.25	<b>\$63.66</b>

<b>May 1, 2023</b>	\$47.99	\$4.80	\$5.77	\$0.36	\$6.00	<b>\$64.92</b>	\$0.74	\$0.25	<b>\$65.91</b>
<b>May 1, 2024</b>	\$49.95	\$5.00	\$5.77	\$0.36	\$6.10	<b>\$67.18</b>	\$0.74	\$0.25	<b>\$68.17</b>

- s) Tunnel Operators of shaft hoists, tuggers, and derricks with lifting capacity over 2,000 lbs.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$39.41	\$3.94	\$5.77	\$0.10	\$6.00	<b>\$55.22</b>	\$0.74	\$0.25	<b>\$56.21</b>
<b>May 1, 2023</b>	\$41.22	\$4.12	\$5.77	\$0.36	\$6.00	<b>\$57.47</b>	\$0.74	\$0.25	<b>\$58.46</b>
<b>May 1, 2024</b>	\$43.18	\$4.32	\$5.77	\$0.36	\$6.10	<b>\$59.73</b>	\$0.74	\$0.25	<b>\$60.72</b>

- t) Tunnel Operators of shaft hoists, tuggers, derricks with lifting capacity of 2,000 lbs. or less, and compressors over 500 C.F.M. (where required). Compressor house set-up man (Qualified Mechanic).

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$38.08	\$3.81	\$5.77	\$0.10	\$6.00	<b>\$53.76</b>	\$0.74	\$0.25	<b>\$54.75</b>
<b>May 1, 2023</b>	\$39.89	\$3.99	\$5.77	\$0.36	\$6.00	<b>\$56.01</b>	\$0.74	\$0.25	<b>\$57.00</b>
<b>May 1, 2024</b>	\$41.85	\$4.19	\$5.77	\$0.36	\$6.10	<b>\$58.27</b>	\$0.74	\$0.25	<b>\$59.26</b>

\*LABOUR RELATIONS – Employers must pay this fund directly to the UCA; this fund is subject to HST.

**Clarity Note:** Training Fund includes five cents (\$0.05) per hour to the National Training Fund.

- 1.02** It is understood that when an employee is sent to work in an area outside a geographic area of this **Schedule** the Employer will maintain the rate of wages and hours of work for each employee as provided in this **Schedule**. In the event the outside geographic area schedule provides a higher wage package, the employer agrees to apply the higher wage package.
- 1.03** No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the Employer sending the employee to work in any other area.

## **ARTICLE 2 – HOURS OF WORK AND OVERTIME**

- 2.01** Overtime at the rate of time and one-half (1-1/2) will be paid for all hours worked in excess of ten (10) hours per day from Monday to Friday and fifty (50) hours per week. All hours worked on Saturday will be paid at time and one-half (1-1/2).

The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any

employee recalled to work with less than an eight (8) hour rest period shall be paid at one and one half (1-1/2) times the straight time rate for all hours worked until conclusion of that shift.

**ARTICLE 3 – VACATION WITH PAY**

**3.01** Vacation and Statutory Holiday Pay shall be credited 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.

**ARTICLE 4 – TRAVELLING EXPENSES**

**Local**

**4.01** The Employer shall pay employees at straight time rates for all time spent on travelling to and from the work site. The Employer shall pay employees at straight time rates for all time spent on travelling as a passenger to and from the work site in excess of fifteen (15) minutes each way. Time will commence on leaving the assembly point and end at time of arrival at the work site. This local travelling allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

**Distant**

**4.02** Where the operations of the Employer require employees to transfer from job to job and from place to place outside a metropolitan area, the 5.02 Employer will pay the cost of transportation between points and reimburse for meals and accommodation en route. Such employees who are required to live outside of their normal place of residence and whose regular and permanent residence is within a metropolitan area, will be supplied with transportation back to the assembly point or base of operations once each week. In addition to the board allowance provided for in Section (4.06) below, employees who are eligible for such expenses will be required to remain on the job for one (1) month or for the duration of the job if less than one (1) month and may be required to sign a form to that effect.

**4.03** **Expense Allowance:**

In the Geographic Area described in Schedule “K”, a **3-zone** system will be established as follows:

<b><u>Zone 1</u></b>	➤ The Schedule “K” free zone shall be comprised of an area included in a radius of forty (40) kilometers where the Employer’s primary base of operations is the centre.
<b><u>Zone 2</u></b>	➤ The area outside of Zone 1, which is within and includes the one hundred (100) kilometer radius of Zone 3
<b><u>Zone 3</u></b>	➤ The area outside of Zone 2 which is over one hundred (100) kilometers from the Employers primary base of operations and within the geographic area of this Agreement.

**4.04** The expense allowance will not apply when employees are transported by the Employer from an assembly point inside zone 1. In such cases, employees will receive their regular rate of pay commencing fifteen (15) minutes after leaving the assembly point. Employees will not be paid for the last fifteen minutes returning to the assembly point at the end of their shifts.

**4.05 Daily Travel Allowance:**

- i) An employee travelling to a job in their own vehicle inside of Zone 1 will receive no daily mileage.
- ii) An employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 2 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1.
- iii) An Employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3 shall be paid Sixty Cents (\$0.60) per kilometre from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometre from the job to the boundary of Zone 1, plus a travel allowance of **Thirty-Three Dollars (\$33.00)**. The travel allowance will not apply when employees are transported in a company vehicle by the Employer.

**4.06 Out of Town Allowance:**

An employee that is sent by the Employer to a job in Zone 3, and who is required by the Employer to remain away from their normal place of residence shall be paid their regular rate of pay at straight time from the boundary of Zone 1 upon their commencement of employment on the job and their regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of the job, and the following out-of-town allowances:

- i) If the employee is required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3, the employee shall be paid Sixty Cents (\$0.60) per road kilometre travelled from the boundary of Zone 1 to the jobsite upon commencement of the job and from the jobsite to the boundary of Zone 1 plus a travel allowance of **Thirty-Three Dollars (\$33.00)**; and
- ii) A room and board allowance of **One Hundred and Seventy Dollars (\$170.00)** per day or part thereof effective May 1, 2022.

**ARTICLE 5 – TRAINING FUND**

**5.01** The Employer agrees to contribute the sum of Seventy-Four Cents (\$0.74) per hour for each hour worked by each Operator in their employ to the International Union of The Operating Engineers Training Fund (includes five cents (\$0.05) per hour to the National Training Fund).

**ARTICLE 6 – BENEFIT AND PENSION PLANS**

**6.01** Effective May 1, 2022, Employers shall contribute in total Eleven Dollars and Seventy-Seven Cents (**\$11.77**) per hour earned to the International Union of Operating Engineers,

Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Eleven Dollars and Seventy-Seven Cents (**\$11.77**) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Eleven Dollars and Eighty-Seven Cents (**\$11.87**) per hour.

## **SCHEDULE “L”**

<p><b>This is Schedule “L” to a Collective Agreement between the Utility Contractors’ Association of Ontario Incorporated and the International Union of Operating Engineers, Local 793.</b></p>
<p><b>This Schedule applies to work performed in the following OLRB Geographic Area(s):</b></p>
<p><b>OLRB Area No. 22 – The District of Thunder Bay.</b></p>
<p><b>All terms and conditions of the Master Portion apply unless specifically modified by the terms and conditions of this Schedule.</b></p>

### **ARTICLE 1 – CLASSIFICATIONS AND WAGE RATES**

#### **1.01 CLASSIFICATIONS AND WAGES**

- a) Gradall operator, Clam operator, Crane Operator including but not limited to self-erecting cranes, boom trucks (over 8 tons), Pile Driving, hydraulic or cable type side booms, and similar equipment. Shovel Operator, Dragline Operator, Backhoe Operator, Heavy Duty Mechanic Licensed, Derricks, Caisson Boring Machines over 25 H.P., Survey Instrument Man.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$31.14	\$2.80	\$3.85	\$0.10	\$3.50	<b>\$41.39</b>	\$0.15	\$0.25	<b>\$41.79</b>
<b>May 1, 2023</b>	\$32.87	\$2.96	\$3.85	\$0.36	\$3.50	<b>\$43.54</b>	\$0.15	\$0.25	<b>\$43.94</b>
<b>May 1, 2024</b>	\$34.52	\$3.11	\$3.85	\$0.36	\$3.60	<b>\$45.44</b>	\$0.15	\$0.25	<b>\$45.84</b>

- b) Welder Class A licensed

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
<b>May 1, 2022</b>	\$29.79	\$2.68	\$3.85	\$0.10	\$3.50	<b>\$39.92</b>	\$0.15	\$0.25	<b>\$40.32</b>
<b>May 1, 2023</b>	\$31.52	\$2.84	\$3.85	\$0.36	\$3.50	<b>\$42.07</b>	\$0.15	\$0.25	<b>\$42.47</b>
<b>May 1, 2024</b>	\$33.17	\$2.99	\$3.85	\$0.36	\$3.60	<b>\$43.97</b>	\$0.15	\$0.25	<b>\$44.37</b>



- c) Roller Operator on Asphalt, Washing Plant Operator, Crusher, Asphalt Plant Operator, Asphalt Spreader, Concrete Spreader, Scraper, Bulldozer Operator including Sideboom Operator, Crawler or Rubber Tired Industrial Tractor with attachments (rubber tire backhoe), Oil Distributor Operator, Pitman Type Truck over 6 Ton, Trenching Machines, Caisson Boring Machines under 25 H.P., Front End Loader 1-½ cu. yd. and over. Augers and boring equipment other than air activated 8", Directional Drills.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$29.38	\$2.65	\$3.85	\$0.10	\$3.50	<b>\$39.48</b>	\$0.15	\$0.25	<b>\$39.88</b>
May 1, 2023	\$31.11	\$2.81	\$3.85	\$0.36	\$3.50	<b>\$41.63</b>	\$0.15	\$0.25	<b>\$42.03</b>
May 1, 2024	\$32.76	\$2.96	\$3.85	\$0.36	\$3.60	<b>\$43.53</b>	\$0.15	\$0.25	<b>\$43.93</b>

- d) Improver Mechanic, Curb Machine Operator, Float Driver over 25 tons, Boiler Fireman, Front End Loader under 1-½ cu. yd., Grader Operator Class B, Improver Welder, Chip Spreading Machine Operator, Off Highway Type Earth & Rock Vehicle, BROKKRobotic Demolition Unit.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$25.64	\$2.31	\$3.85	\$0.10	\$3.50	<b>\$35.40</b>	\$0.15	\$0.25	<b>\$35.80</b>
May 1, 2023	\$27.37	\$2.47	\$3.85	\$0.36	\$3.50	<b>\$37.55</b>	\$0.15	\$0.25	<b>\$37.95</b>
May 1, 2024	\$29.02	\$2.62	\$3.85	\$0.36	\$3.60	<b>\$39.45</b>	\$0.15	\$0.25	<b>\$39.85</b>

- e) Fuel and Lubricant Vehicle, Water Spreader Operator, Float 25 tons and under, Compactor and Roller Operator (on grade), Boom Truck Operator, Auger 8" and over, Pitman Type truck 6 tons and under, Senior Rodman.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
			BENEFIT PLAN	SUB PLAN					
May 1, 2022	\$24.44	\$2.20	\$3.85	\$0.10	\$3.50	<b>\$34.09</b>	\$0.15	\$0.25	<b>\$34.49</b>
May 1, 2023	\$26.17	\$2.36	\$3.85	\$0.36	\$3.50	<b>\$36.24</b>	\$0.15	\$0.25	<b>\$36.64</b>
May 1, 2024	\$27.82	\$2.51	\$3.85	\$0.36	\$3.60	<b>\$38.14</b>	\$0.15	\$0.25	<b>\$38.54</b>

- f) Oiler & Greaser, Farm Tractor Operator (when used for excavation or compaction), Mechanic's Helper, Survey Helper, Pumpman.

<b>BENEFITS</b>
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DATE	WAGES	VAC. PAY	BENEFIT PLAN	SUB PLAN	PENSION	SUB-TOTAL	TRAINING FUND	*LABOUR RELATIONS	TOTAL PKG.
May 1, 2022	\$23.64	\$2.13	\$3.85	\$0.10	\$3.50	<b>\$33.22</b>	\$0.15	\$0.25	<b>\$33.62</b>
May 1, 2023	\$25.37	\$2.29	\$3.85	\$0.36	\$3.50	<b>\$35.37</b>	\$0.15	\$0.25	<b>\$35.77</b>
May 1, 2024	\$27.02	\$2.44	\$3.85	\$0.36	\$3.60	<b>\$37.27</b>	\$0.15	\$0.25	<b>\$37.67</b>

\*LABOUR RELATIONS – Employers must pay this fund directly to the UCA; this fund is subject to HST.

**Clarity Note:** Training Fund includes five cents (\$0.05) per hour to the National Training Fund.

**1.02** It is understood that when an employee is sent to work in an area outside a geographic area of this Schedule, the Employer will maintain the rate of wages and hours of work for each employee as provided in this Schedule. In the event the outside geographic area schedule provides a higher wage package, the employer agrees to apply the higher wage package.

**1.03** No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the Employer sending the employee to work in any other area.

## **ARTICLE 2 – HOURS OF WORK AND OVERTIME**

**2.01** Overtime at the rate of time and one-half (1-1/2) will be paid for all hours worked in excess of ten (10) hours per day from Monday to Friday and fifty (50) hours per week. All hours worked on Saturday will be paid at time and one-half (1-1/2).

The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any employee recalled to work with less than an eight (8) hour rest period shall be paid at one and one half (1-1/2) times the straight time rate for all hours worked until conclusion of that shift.

## **ARTICLE 3 – VACATION WITH PAY**

**3.01** Vacation and Statutory Holiday Pay shall be credited weekly to each employee covered by this Collective Agreement, at the rate of nine percent (9%) 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 five percent (5%) of the gross wages is to be in lieu of Statutory Holiday Pay.

## **ARTICLE 4 – TRAVELLING EXPENSES**

### **4.01 Local**

The Employer shall pay employees at straight time rates for all time spent on travelling to and from the work site. The Employer shall pay employees at straight time rates for all time spent on travelling as a passenger to and from the work site in excess of fifteen (15) minutes each way. Time will commence on leaving the assembly point and end at time of

arrival at the work site. This local travelling allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

#### 4.02 **Distant**

Where the operations of the Employer require employees to transfer from job to job and from place to place outside a metropolitan area, the 5.02 Employer will pay the cost of transportation between points and reimburse for meals and accommodation en route. Such employees who are required to live outside of their normal place of residence and whose regular and permanent residence is within a metropolitan area, will be supplied with transportation back to the assembly point or base of operations once each week. In addition to the board allowance provided for in Section (4.06) below, employees who are eligible for such expenses will be required to remain on the job for one (1) month or for the duration of the job if less than one (1) month and may be required to sign a form to that effect.

#### 4.03 **Expense Allowance**

In the Geographic Area described in Schedule “I”, a **3-zone** system will be established as follows:

<b><u>Zone 1</u></b>	➤ The Schedule “L” free zone shall be comprised of an area included in a radius of forty (40) kilometers where the Employer’s primary base of operations is the centre.
<b><u>Zone 2</u></b>	➤ The area outside of Zone 1, which is within and includes the one hundred (100) kilometer radius of Zone 3
<b><u>Zone 3</u></b>	➤ The area outside of Zone 2 which is over one hundred (100) kilometers from the Employers primary base of operations and within the geographic area of this Agreement.

4.04 The expense allowance will not apply when employees are transported by the Employer from and assembly point inside zone 1. In such cases, employees will receive their regular rate of pay commencing fifteen (15) minutes after leaving the assembly point. Employees will not be paid for the last fifteen minutes returning to the assembly point at the end of their shifts.

#### 4.05 **Daily Travel Allowance:**

- i) An employee travelling to a job in their own vehicle inside of Zone 1 will receive no daily mileage.
- ii) An employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 2 shall be paid Sixty Cents (\$0.60) per kilometer from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometer from the job to the boundary of Zone 1.
- iii) An Employee required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3 shall be paid Sixty Cents (\$0.60) per kilometer from the boundary of Zone 1 to the job, and Sixty Cents (\$0.60) per kilometer from the job to the boundary of Zone 1, plus a travel allowance of **Thirty-Three Dollars (\$33.00)**. The travel allowance will not apply when employees are transported in a company vehicle by the Employer.

**4.06 Out of Town Allowance:**

An employee that is sent by the Employer to a job in Zone 3, and who is required by the Employer to remain away from their normal place of residence shall be paid their regular rate of pay at straight time from the boundary of Zone 1 upon their commencement of employment on the job and their regular rate of pay at straight time from the job to the boundary of Zone 1 at the end of the job, and the following out-of-town allowances:

- i) If the employee is required by the Employer to use their own vehicle to travel to, from and/or between jobsites in Zone 3, the employee shall be paid Sixty Cents (\$0.60) per road kilometer travelled from the boundary of Zone 1 to the jobsite upon commencement of the job and from the jobsite to the boundary of Zone 1 plus a travel allowance of **Thirty-Three Dollars (\$33.00)**; and
- ii) A room and board allowance of **One Hundred and Seventy Dollars (\$170.00)** per day or part thereof effective May 1, 2022.

**ARTICLE 5 – TRAINING FUND**

**5.01** The Employer agrees to contribute the sum of Fifteen Cents (\$0.15) per hour for each hour worked by each Operator in their employ to the International Union of Operating Engineers Training Fund (includes five cents (\$0.05) per hour to the National Training Fund).

**ARTICLE 6 – BENEFIT AND PENSION PLANS**

**6.01** **Effective May 1, 2022**, Employers shall contribute in total Seven Dollars and Thirty-Five Cents (**\$7.35**) per hour earned to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective **May 1, 2023**, Employers shall contribute in total Seven Dollars and Thirty-Five Cents (**\$7.35**) per hour.

Effective **May 1, 2024**, Employers shall contribute in total Seven Dollars and Forty-Five Cents (**\$7.45**) per hour.

# **APPENDIX "A"**

## **PARTICIPATION AGREEMENT**

**BETWEEN:**

**THE TRUSTEES OF THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793  
BENEFIT TRUST FUND OF ONTARIO**

**(hereinafter called the "Trustee")**

**OF THE FIRST PART**

**-and-**

**(hereinafter called the "Employer")**

**OF THE SECOND PART**

**IN CONSIDERATION** of the establishment and administration by the Trustees of the International Union of Operating Engineers, Local 793 Welfare and Pension Plans providing benefits for employees in the construction industry in the Province of Ontario and the extension of such Plans to cover employees of the Employer, the Employer covenants and agrees with the Trustees as follows:

- 1.** To make contributions to the said Plan in accordance with the provisions of the Collective Agreement in force from time to time between the Employer and the International Union of Operating Engineers, Local 793;
- 2.** To file monthly reports as required by the Trustees whether or not contributions are due and payable by the Employer;
- 3.** To produce complete employment records to permit the review of those records by any person appointed by the Trustees to determine whether the Employer has made the required contributions as provided herein;
- 4.** To pay interest of one and one-half percent (1-1/2 %) per month on all overdue contributions provided the Employer is given five (5) days after notice to correct such delinquency and, where required, to post a cash bond of up to Two Thousand Five Hundred Dollars (\$2,500.00) on request of the Trustees after delinquency.

4/25/2023 | 11:58:51 AM EDT

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

ON BEHALF OF:

**THE UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO INCORPORATED**

DocuSigned by:  
*Namby Vithiananthan*  
709DF0872EFC471...

Namby Vithiananthan,  
Chair, Labour Committee

P.O. Box 28010 Terrytown PO

Address

Scarborough, ON M1N 3E7

City, Province, Postal Code

416-527-0360 / 905-412-0339

Telephone and Fax Number(s)

sclarke@uca.on.ca

Email Address

ON BEHALF OF:

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

DocuSigned by:  
*Mike Gallagher*  
18F0E07A8C0140F...

Mike Gallagher, Business Manager

DocuSigned by:  
*Joe Redshaw*  
010E3C089E7341E...

Joe Redshaw, President

DocuSigned by:  
*Rick Kerr*  
126DF7E26893423...

Rick Kerr, Treasurer

DocuSigned by:  
*Dave Turple*  
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Dave Turple, Vice President

DocuSigned by:  
*Steve Booze*  
E2DF689A4618420...

Steve Booze, Recording-Corresponding Secretary

DocuSigned by:  
*Justin O'Neill*  
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Recommended By: Justin O'Neill,  
Toronto Area Supervisor

# **LETTER OF UNDERSTANDING #1**

## **Operating Engineers Master Provincial Utility Agreement**

**BETWEEN:**

**UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO INCORPORATED**

**(the "Association")**

**-and-**

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

**(the "Union")**

**WHEREAS** the Association and the Union are parties to the Operating Engineers Master Provincial Utility Agreement (the "Agreement") for the term of May 1, 2022 to April 30, 2025;

**AND WHEREAS** the Employer is required, from time to time, to employ employees to perform work of Joint Use Trench jobs which are defined as those jobs which include in the project scope of work, in addition to the installation of utility services, the installation of gas pipelines, the construction of which are covered by the Operating Engineers Distribution Agreement for Canada;

**NOW THEREFORE IT IS UNDERSTOOD AND AGREED** by the parties that any Employer bound by this Agreement shall pay any member of the Union employed on Joint Use Trench work in the following manner:

- 1.** The basic wage rate shall be the basic wage rate specified in Schedule "A" Article 1.01 (1) (B) PLUS twenty-five percent (25%) of the difference between the basic wage rate for the Principal Operator under the Operating Engineers Distribution Pipeline Agreement for Canada and the basic wage rate for the classification in this Agreement under Schedule "A" 1.01 (2) (B), if such difference is greater than one dollar (\$1.00). In the event the difference is one dollar (\$1.00) or less, the basic wage rate shall be the basic wage rate specified in Schedule "A" (1) (B).
- 2.** All Employer contributions and employee deductions shall be made in accordance with the terms and provisions of the Operating Engineers Master Provincial Utility Agreement.
- 3.** This Letter of Understanding shall become and form part of the Agreement.

4/25/2023 | 11:58:51 AM EDT

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

**ON BEHALF OF:**

**THE UTILITY CONTRACTORS'  
ASSOCIATION OF ONTARIO  
INCORPORATED**

DocuSigned by:  
*Namby Vithiananthan*  
79BD9973EFC471...

Namby Vithiananthan,  
Chair, Labour Committee

P.O. Box 28010 Terrytown PO

Address

Scarborough, ON M1N 3E7

City, Province, Postal Code

416-527-0360 / 905-412-0339

Telephone and Fax Number(s)

**ON BEHALF OF:**

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

DocuSigned by:  
*Mike Gallagher*  
1BF0E67A9C6740F...

Mike Gallagher, Business Manager

DocuSigned by:  
*Joe Redshaw*  
076E9C0882EF347E...

Joe Redshaw, President

DocuSigned by:  
*Rick Kerr*  
726DF7E26893423...

Rick Kerr, Treasurer

DocuSigned by:  
*Dave Turple*  
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Dave Turple, Vice President

DocuSigned by:  
*Steve Booze*  
E2DFC09A4610426...

Steve Booze, Recording-Corresponding  
Secretary

DocuSigned by:  
*Justin O'Neill*  
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Recommended By: Justin O'Neill,  
Toronto Area Supervisor



# **LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**THE UTILITY CONTRACTORS’ ASSOCIATION OF ONTARIO**  
(hereinafter referred to as the “Association”)

– and –

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(hereinafter referred to as the “Union”)

## **RE: ELECTRONIC FILING OF EMPLOYER MONTHLY CONTRIBUTION REPORTS**

Unless otherwise decided by the Trustees of the respective IUOE, Local 793 Health Plan and Pension Plan, the Employer shall use best efforts to implement electronic filing of Employer monthly contribution reports on or before April 30, 2022.

The Association 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 60 calendar days a contractor meeting with appropriate accounting/payroll staff in attendance to participate in a Union presentation on the electronic filing method.

This Letter of Understanding shall become and form part of the Agreement.

4/25/2023 | 11:58:51 AM EDT

**DATED** at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED ON BEHALF OF:**

**THE UTILITY CONTRACTORS’  
ASSOCIATION OF ONTARIO  
INCORPORATED**

DocuSigned by:  
*Namby Vithiananthan*  
795DF9973EFC471...

Namby Vithiananthan,  
Chair, Labour Committee

**SIGNED ON BEHALF OF:**

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

DocuSigned by:  
*Mike Gallagher*  
1BF0E67A9C6140F...

Mike Gallagher, Business Manager

Letter of Understanding #2 (cont'd)

\_\_\_\_\_

DocuSigned by:  
*Joe Redshaw*  
076E3C089EF341E...  
Joe Redshaw, President

P.O. Box 28010 Terrytown PO

DocuSigned by:  
*Rick Kerr*  
126DF7E26893423...  
Rick Kerr, Treasurer

Address

Scarborough, ON M1N 3E7

DocuSigned by:  
*Dave Turple*  
80FA41B0AA2149E...  
Dave Turple, Vice President

City, Province, Postal Code

416-527-0360 / 905-412-0339

DocuSigned by:  
*M Boze*  
E2DFC09AA610426...  
Steve Boze, Recording-Corresponding Secretary

Telephone and Fax Number(s)

DocuSigned by:  
*Justin O'Neill*  
2B27BF26D6104E2...  
Recommended By: Justin O'Neill,  
Toronto Area Supervisor

## **LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**THE UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO**

(hereinafter referred to as the "Association")

– and –

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

(hereinafter referred to as the "Union")

**RE: PROBATIONARY PERIOD FOR DIRECTIONAL DRILL OPERATORS AND  
HYDRO/AIR EXCAVATION TRADESPERSON, STRAIGHT VAC TRADESPERSON**

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**WHEREAS** the Association and the Union are party to the Operating Engineers Master Provincial Utility Agreement effective May 1, 2022 to April 30, 2025, and any renewals thereof (the "Collective Agreement");

**AND WHEREAS** the parties jointly recognize the importance of recruiting good directional drill operators and Hydro/Air Excavation Tradespersons, Straight Vac Tradespersons;

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

1. Nothing in this Letter of Understanding relieves any Employer of its obligations under Article 4 of the Collective Agreement.
2. All new employees hired into the classification of Directional Drill Operator and Hydro/Air Excavation Tradesperson, Straight Vac Tradesperson who, at their time of hire were not members of Local 793, shall be subject to a Probationary Period of 300 hours of work.
3. The Union must be notified in writing of the hiring of a probationary employee, including their name, address and Social Insurance Number ("SIN").
4. During the probationary period the employee shall not appear on any service list and the employee may be terminated at the sole discretion of the Employer for any reason provided such reason is not arbitrary, discriminatory, or in bad faith.
5. Probationary employees shall be paid \$1.00 less than the applicable rate for the classification in which they are employed.

- 6. A probationary employee is not required to become a member of the Union until they have successfully completed the Probationary Period. Notwithstanding this fact, a probationary employee will be subject to the Dues Check-off as provided for in this Collective Agreement from the commencement of employment.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. 4/25/2023 | 11:58:51 AM EDT

**SIGNED ON BEHALF OF:**

**THE UTILITY CONTRACTORS' ASSOCIATION OF ONTARIO INCORPORATED**

DocuSigned by:  
  
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Namby Vithiananthan,  
Chair, Labour Committee

\_\_\_\_\_  
P.O. Box 28010 Terrytown PO

Address

\_\_\_\_\_  
Scarborough, ON M1N 3E7

City, Province, Postal Code

\_\_\_\_\_  
416-527-0360 / 905-412-0339


Telephone and Fax Number(s)

**SIGNED ON BEHALF OF:**


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

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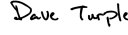
Mike Gallagher, Business Manager

DocuSigned by:  
  
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Joe Redshaw, President

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Rick Kerr, Treasurer

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Dave Turple, Vice President

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Steve Booze, Recording-Corresponding Secretary

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 2B27BF28D8104E2...

Recommended By: Justin O'Neill,  
Toronto Area Supervisor