

**COLLECTIVE AGREEMENT**

BETWEEN: **HERMANN'S CONTRACTING LIMITED**

(hereinafter referred to as the "Employer")

- and -

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

(hereinafter referred to as the "Union")

WHEREAS the Union and the Employer are desirous of establishing a form of standard collective agreement with respect to employees engaged in construction work within the geographical area defined herein so as to provide uniform interpretation, application and administration of the relationship established.

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

**ARTICLE 1 - DURATION OF AGREEMENT**

1.1 This Agreement shall become effective on October 2, 2025, and shall remain in effect until the October 1, 2028, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination of, or proposed revision of, this agreement within one hundred and twenty (120) days before October 1, 2028, or in a like period in any year thereafter.

**ARTICLE 2- RECOGNITION AND GEOGRAPHICAL AREA**

2.1 The Employer recognizes the Union as the sole and exclusive 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 and employees engaged as surveyors, and all construction labourers in the employ of Hermann's Contracting Limited in 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 in all sectors of the construction industry other than the industrial, commercial, and institutional sector of the construction industry, save and except non-working foremen and persons above the rank of non-working foreman.

2.2 Each employee shall, when working in a position within the bargaining unit described in Article 2.1 above, be required, as a condition of employment be a member of and remain a member in good standing of the Union.

2.3 Before a new employee starts work, they must have an official Clearance Card issued by the Union Office, unless other arrangements are made by the Union's Dispatcher and 2.4 applies

2.4 If the Employer requires employees, it shall call the Union Dispatcher who shall supply qualified individuals within 48 hours. If the Dispatcher is unable to supply qualified individuals, the Employer may hire independently, upon condition that such employees become members of the union after 130 calendar days or be dismissed. The employer has the sole authority to judge the quality of employment. All G, D, DZ and AZ licensed drivers that are dispatched by the Union must have a minimum of 2 years of experience and have a clean driver abstract. If an employee is hired outside the Union Office, the Employer shall notify the Union within twenty-four (24) hours.

2.5 Upon written authorization by an employee, the Employer shall deduct initiation fees, Union dues and annual assessments from the employee's wages and shall submit such deductions to the Union Office, 2245 Speers Road, Oakville, on the first pay period of each month, or as otherwise directed by the Union together with a list of employees from whom such deductions have been made. The Union will make the reduced initiation fee available to newly organized companies available to employees of the Employer for six months from the date of execution of this agreement.

2.6 **WORKING DUES CHECK-OFF**

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, Advancement dues, working dues of two percent (2%) per hour for each hour earned of the employee's total wage package which includes the regular hourly rate, vacation pay and health plan and pension plan contributions, initiation fees and annual assessments from the employee's pay. The Employer agrees to change the amounts of such regular deductions after being duly notified by the Union such deductions shall be forwarded along with the remittances required under Article 16 and supporting information shall be as required by the Trustees on the Reporting Forms. Such deductions shall be immediately paid to the Local Union by the Administrator of the Plans. The Union will make available all necessary forms.

b) All dues fees and assessments so deducted shall be remitted as set out in this agreement on or before the 15<sup>th</sup> 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

2.7 **ADVANCEMENT DUES CHECK-OFF**

The Employer shall deduct twenty-five cents (\$0.25) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues.

Effective October 2, 2027, the Employer shall deduct thirty-five cents (\$0.35) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues.

The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Agreement.

2.8

- a) The Employer shall engage only those subcontractors who are in contractual relations with the Union to perform all work including the operation of cranes, shovels, bulldozers and similar equipment, and the on-site repairing and maintaining of same (other than warranty work arranged by the equipment manufacturer). All equipment identified in the classifications to this agreement constitute 'similar equipment' for the purposes of this clause.
- b) In respect of all work other than that as outlined in Article 2.8 (a) above, in the event that no unionized subcontractor is available to perform the work, the Employer may use a subcontractor of its choice provided that:
  - i) The Employer notifies the Union that they are unable to find a unionized subcontractor, and allows the Union five business days the opportunity to identify unionized subcontractors

2.9 **DEFENSE ASSESSMENT**

The annual defense assessment of Thirty Dollars (\$30.00) per member will be deducted annually on the employee's first pay of the year following their return from winter layoff or the first pay of the year if they are not subject to a seasonal layoff and will be submitted to the Union.

**ARTICLE-3- GEOGRAPHIC AREA**

3.1 The Geographic Area shall be as set out in Article 2.1.

**ARTICLE 4- MANAGEMENT RIGHTS**

4.1 The Union agrees that is the exclusive function of the Employer:

- (a) to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of employees required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of productions, to judge the qualifications of the employees and to maintain order, discipline and efficiency.
- (b) to hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, provided that a claim by an employee that they have been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure.
- (c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.

- (d) And it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

4.2 The Employer agrees that disciplinary records for lateness and/or absenteeism will be removed after a twenty-four (24) month period from the date of writing of the discipline, if there has not been another infraction of similar type.

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

- 5.1 There shall be an earnest effort on the part of both parties to this Agreement to settle promptly, through the procedure set out herein, any complaints, grievances or disputes arising from the interpretation, application or administration of this Agreement.
- 5.2 All grievances to be dealt with under **Step 2** below shall be in writing on a form supplied by the Union and signed by the employee having such grievance.
- 5.3 Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change at later steps, except by mutual agreement in writing with the Employer, or in the case of remedy, by an Arbitration Board.
- 5.4 In determining the time which is allowed in the various steps, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.
- 5.5 If advantage of the provisions of **Articles 5** and **6** hereof is not taken within the time limits specified therein, or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.
- 5.6 The Employer shall designate and name the official to whom a written grievance is submitted at Step 2.
- 5.7 It is understood and agreed that an employee does not have a grievance until they have discussed the matter with their foreman or other supervisory personnel acting in this capacity and given that person an opportunity of dealing with the complaint. The foreman or supervisor's decision shall be made known to said employee within forty-eight (48) hours.

**5.8** Grievances properly arising under this Agreement shall be adjusted and settled as follows:

**STEP 1**

Within ten (10) days after the circumstances giving rise to the grievance occurred or originated (save and except grievances involving monetary items as defined in **Section 5.9** below), the aggrieved employee, with or without the Steward shall present the grievance orally or in writing to the official of the Employer named by the Employer to handle grievances at this step. If a settlement satisfactory to the Union and the employee is not reached within two (2) full working days, a grievance may be presented as indicated at Step 2 at any time within four (4) full working days thereafter.

In those instances where the Union is required to file a second or subsequent monetary grievance under this Article and such grievance is settled with the assistance of the Ontario Labour Relations Board, the Employer responsible for violation of the Agreement will pay the legal costs incurred by the Union to arrive at such settlement. Should the Union refer a grievance to the Ontario Labour Relations Board and fail to prove the alleged violation, and such failure to prove violation is established by Board decision, the Union will pay the legal costs incurred by the Employer as a result of such referral.

**STEP 2**

- (a) At this step, the grievance may be processed as an individual, joint, or Union grievance & shall be presented in writing by a Union Steward or Representative to the Company Official assigned to handle written grievances. Should no settlement satisfactory to the Union be reached within five (5) full working days, the grievance may be submitted to arbitration.
- (b) The Employer or the Union may process a written grievance at this step concerning the interpretation or alleged violation of the Agreement.

**5.9** Monetary grievances are defined as those involving payment of hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premiums, traveling expenses, room & board allowances, pension & welfare contributions, reporting allowances & dues, but not including grievances arising out of classification assignments. Such monetary grievances shall be brought forward at Step 1 within three (3) months after the circumstances giving rise to the grievance occurred or originated.

**ARTICLE 6-ARBITRATION**

- 6.1** 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 5, which has not been settled, will then be referred to a Board of Arbitration at the request of either of the parties hereto.
- 6.2** The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as Chairman, chosen by the other two members of the Board.

- 6.3** Within five (5) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.
- 6.4** Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third member as Chairman within five (5) days of the notification mentioned above, the Minister of Labour of the Province of Ontario will be asked to appoint a Chairman.
- 6.5** The decisions of the Board of Arbitration or a majority of such Board constituted in the above manner shall be binding on the parties of this Agreement.
- 6.6** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions. nor to give a decision inconsistent with the terms & provisions of this Agreement.
- 6.7** Each of the parties to this Agreement will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman.

#### **ARTICLE 7- NO STRIKES, NO LOCKOUTS**

- 7.1** In view of the grievance and arbitration procedure provided in this Agreement, it is agreed by the Union that there shall be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that during the terms of this Agreement there shall be no lockout.
- 7.2** It will not be considered a violation of this Agreement for employees to refuse to cross a legal picket line, however, the Union agrees to grant permission to the Employer to remove equipment from behind a picket line when reasonably possible and where the Employer is not involved.

#### **ARTICLE 8- UNION REPRESENTATION**

- 8.1** The Business Representative of the Union shall have access to all jobs during working hours but in no case shall the Representative's visits interfere with the progress of the work, unless it is necessary to correct a violation of safety regulations, relating to this Agreement. When visiting a job site Representative will advise someone from supervision before contacting employees.
- 8.2** It is agreed that a Steward may be appointed by the Union. In each case where a Steward has been appointed, the Union shall notify the Employer of such appointment in writing.
- 8.3** The Steward shall be one of the last two employees laid off provided the steward is experienced in and competent to complete the work to be completed to the standard as set out by the job description for the work and the first to be recalled provided they are experienced in and competent to complete the work to be completed to the standard as set out by the job description for the work.
- 8.4** The Steward, where possible, will be responsible for reporting any grievances to the Employer and to the Union Business Representative, so that these can be taken up in the proper manner without delay.

8.5 Reasonable time shall be allowed for a Steward to perform their duties, however, these shall not interfere with their regular work and normal progress, unless safety is involved.

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

8.7 The Employer agrees to engage only owner/operators to perform work covered by this Agreement who are signatory to an owner/operator's commitment form. The Employer agrees that its 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 shall never be higher than fifty (50%) percent or five (5) owner/operator per ten (10) Operating Engineers. Regular employee's employment and overtime provisions shall be protected.

**8.8 Lay-off Procedure**

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

- (i) First laid off shall be probationary employees who are not full members of the union.
- (ii) Second laid off shall be Trainees who have not completed their training.
- (iii) Last laid off shall be all other full members of the Union.

**8.9 Recall Procedure**

In the event of recall of employees covered by this Agreement, the Employer shall recall in reverse order of Layoff Procedure, provided the employees to be recalled are capable of performing the required work.

**ARTICLE 9-PAYMENT OF WAGES**

9.1 Wages shall be paid bi-weekly on Friday by direct deposit, cash or cheque on the job or direct deposit at the option of the Employer and shall be accompanied by a retainable slip outlining all hours of work, rate of pay, overtime hours, deductions for income tax, Employment Insurance, Canada Pension, etc., where applicable. It is further agreed that an employee's pay slip will show the number of hours worked in each week.

9.2 In the case of layoff, all employees will be notified the day before the layoff where practical, but in any event shall receive one (1) hours' notice in advance of the layoff.

9.3 Whenever Record of Employment Certificate, Vacation Pay and Statutory Holiday Pay Credits and pay cheque are not given to employees at the time of termination, they shall be sent by the Employer to the employee by Registered Mail, to the employee's last known address on file with the Employer within 96 hours of the time of termination.

- 9.4 When employees who are laid off are not paid up to date by the next scheduled pay period and should the Employer fail to send such wages and/or employment records as stated above, the Employer shall pay eight (8) hours pay at the regular hourly rate for each additional regular working day the employee is required to wait for the pay and records after notice to the Employer is and giving it three (3) business days to correct such fault.

#### **ARTICLE 10 - PRODUCTIVITY**

- 10.01 The Union and the Company recognize the mutual value of improving, by all proper and reasonable means, the productivity of the individual employee, and both will undertake, individually and jointly, to promote such increased productivity.
- 10.02 During the lifetime of this Agreement, the Union agrees there will be no strike, slowdown or picketing, or any other act which will interfere with the regular schedule of work, and the Company agrees that there will be no lockout. The Company shall have the right to discharge or otherwise discipline employees who take part in, or instigate, any strike picketing, slowdown or any other act which interferes with the regular schedule of work.
- 10.03 The Union shall not involve the Company in any dispute which may arise between the Union and any other company and the employees of such other company.
- 10.04 The Union will not condone a work stoppage or observe any picket time placed on a job site for jurisdictional purposes.

#### **ARTICLE 11-SAFETY, SANITATION AND SHELTER**

- 11.1 Employees shall be provided with reasonable and adequate protection from the weather and falling material or other hazards on the job.
- 11.2 In co-operation with the Employer's overall program of accident prevention, the Steward shall report to the foreman for immediate corrective action any unsafe conditions, unsafe acts, and violations of safety regulations.
- 11.3 Every employee shall, as a condition of employment, be required to own and wear a safety helmet of a type approved by the Construction Safety Association and the Employer agrees that such helmets may be purchased from it at cost.
- 11.4 Every employee shall, as a condition of employment, own and wear suitable protective footwear, safety glasses, welder's helmet, and other personal protective equipment required in the normal course of their duties.
- 11.5 The Employer, the employees and the Union agree to abide by the provisions of the Occupational Health and Safety Act.
- 11.6 It shall be the duty of every employee to practice good housekeeping.
- 11.7 The operator of any equipment shall be directly responsible for the safe operation of same. If in doubt as to the ability of the equipment or the load, the employee shall not move same until safe conditions have been assured.

**11.8** The Employer agrees that when work is to be performed outside normal working hours, and Management and the Union consider it hazardous or a risk to the safety of the employee, arrangements shall be made to have other employees available in case of emergency.

**11.9** No employees shall be discharged by the Employer because they fail to work in unsafe conditions, contrary to the provisions of the Occupational Health and Safety Act 1990. Any refusal by an employee to abide by such regulations, after being duly warned, will be sufficient cause for dismissal.

**11.10 HAZARDOUS WASTE**

The Employer agrees to be bound by the provisions and mandates set by the committee of the Union and Associated Earthmovers of Ontario regarding hazardous waste in the workplace.

**11.11 REINSTATEMENT OF EMPLOYEES UPON RETURN FROM ACCIDENT**

An employee injured in the performance of their duties will resume their regular work when medically fit to do so if work is available and the employee applies. The job of an injured worker shall be deemed to be available if upon their return to work within the employee's 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 they have been denied employment contrary to this provision, may have recourse to the grievance and arbitration procedures as set out in this Agreement.

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

**11.12** Improvements to washroom facility outlets that if they are available, the Employer will provide washing water and soap. If running water is not possible, hand cleanser that doesn't require water, paper towels and receptacle or a hand dryer is permissible.

**11.13** The Employer shall provide to each employee a \$200.00 safety boot allowance once per calendar year.

**11.14** The Employer shall provide to each employee two T-Shirts and two Sweatshirts each Spring per calendar year.

**ARTICLE 12 - WAGES AND CLASSIFICATIONS**

**12.1**

**CLASS 1 - Construction Labourers**

*(Includes Labourers involved in hydro seeding or blower truck operation (not as driver/operator of the truck, and labourers engaged in hard landscape construction)*

DATE	WAGES	VAC. PAY	TOTAL WAGE PKG.
01-Oct-24	\$26.56	\$2.66	\$29.22
01-Oct-25	\$27.36	\$2.74	\$30.09
01-Oct-26	\$28.18	\$2.82	\$31.00
01-Oct-27	\$29.02	\$2.90	\$31.93

**\*\*\* NOTE \*\*\***

**Construction Foreman shall be paid \$2.50 above CONSTRUCTION LABOURER RATE (Class 1)**

**CLASS 2 - Maintenance Labourer**

*(Includes labourers engaged in soft landscaping maintenance work and sodding operations)*

DATE	WAGES	VAC. PAY	TOTAL WAGE PKG.
01-Oct-24	\$25.38	\$2.54	\$27.92
01-Oct-25	\$26.14	\$2.61	\$28.76
01-Oct-26	\$26.93	\$2.69	\$29.62
01-Oct-27	\$27.73	\$2.77	\$30.51

**\*\*\*NOTE \*\*\***

**Maintenance Foreman shall be paid \$2.50 above MAINTENANCE LABOURER RATE (Class 2)**

**CLASS 3** - Dump Truck Driver, Operator (includes water truck, soil stabilizer, skid steer loader, slinger trucks, track mounted hydro seeders, hydro seeding trucks, blower trucks, terra seeders, tractors, scrapers, articulated and articulated rock trucks, loaders, pitman type cranes, backhoes, power mounted drills, dozers, gradalls, field mechanics)

DATE	WAGES	VAC. PAY	TOTAL WAGE PKG.
01-Oct-24	\$39.67	\$3.97	\$43.64
01-Oct-25	\$40.86	\$4.09	\$44.95
01-Oct-26	\$42.09	\$4.21	\$46.29
01-Oct-27	\$43.35	\$4.33	\$47.68

- (i) The classifications set out above shall include all similar equipment, with or without attachments, in each group working on land, water or underground; and shall be manned and/or operated by members of I.U.O.E., Local 793. Rates for new types of equipment not presently used by the Employer shall be classified and agreed upon by the Union and the Employer as conditions indicate.
- 12.2** It is further agreed that no employee covered by this Agreement shall receive a reduction in wages and conditions through the introduction of the Schedule.
- 12.3** Salaried employees, or employees who operate only part-time shall not replace regular operators when overtime is to be worked.
- 12.4** Operators required to operate equipment under two-rate classifications shall be paid the higher classification rate per shift.
- 12.5** Employees required to supply their own tools shall be provided a suitable and safe place to keep said tools.
- 12.6** Employees will be granted a coffee break in each half of shift at a time designated by the Employer.
- 12.7**
  - a) For all work concerning the use of machines for all types of drilling and/or ground heat systems, the appropriate Collective Agreement shall apply.
  - b) This agreement is intended to apply to work within the scope of a landscaping contract in the geographic area covered by Article 2.1. If the Employer performs other types of work within the area covered by Article 2.1 for which there exists an accredited agreement between an Association of contractors and the Union which covers the class and character of work in question, the Employer agrees to be bound by and apply the wage rates and conditions of said agreement.
- 12.8** Time spent by an Employee in training, instruction, and/or education that they are directed to participate in by their Employer or is otherwise required by the Employer, by statute, or by regulation and may be necessary for an employee to continue performing the duties of their job or may be necessary before an employee can be recalled to work, shall constitute hours worked for which an employee will be compensated pursuant to the term of this agreement.

### **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

- 13.1** The standard work week shall be eleven (11) hours per day between the hours of 6:00 a.m. and 6:00 p.m., fifty (55) hours per week, Monday to Friday inclusive.
- 13.2** Overtime for all work performed in excess of the hours noted in paragraph 12.1 above and on Saturday will be paid at the rate of time and one-half (1-1/2).

**13.3** Overtime for all work performed on Sunday and the following days shall be paid at the rate of double (2) time

- |                              |                  |
|------------------------------|------------------|
| New Year's Day               | Civic Holiday    |
| Family Day                   | Labour Day       |
| Good Friday                  | Thanksgiving Day |
| Victoria Day                 | Christmas Day    |
| Canada Day                   | Boxing Day       |
| Heritage Day (if proclaimed) |                  |

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

**ARTICLE 14 • VACATION AND STATUTORY HOLIDAY ALLOWANCE**

**14.1** Vacation and Statutory Holiday Pay shall be held separate and apart and paid bi-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 bi-weekly.

It is understood and agreed that four percent (4%) of the gross wages is to be considered Vacation Pay and six percent (6%) of the gross wages is to be in lieu of Statutory Holiday Pay. It is further understood that Vacation Pay and Statutory Holiday Pay credits will be paid to employees on termination and on the first pay day of July and December in each year.

**14.2** The parties agree that **Article 14.1** above shall remain in effect until such time as the Jointly Administered Trust Fund to be known as "OPERATING ENGINEERS, LOCAL 793 MEMBERS HOLIDAY AND VACATION with PAY TRUST" is established. At this time the Holiday and Vacation with Pay Trust Fund shall replace such article.

**ARTICLE 15 • SHIFT WORK**

**15.1** If a three (3) shift operation is required under this Section, the standard work week for shift work shall be comprised of six (6) shifts of eight (8) hours each, Monday to Saturday inclusive.

- DAY SHIFT** - Six (6) consecutive shifts at regular day shift rate
- 2<sup>ND</sup> SHIFT** - Six (6) consecutive shifts at \$2.50 per hour premium above the regular day shift rate.
- 3<sup>RD</sup> SHIFT** - Six (6) consecutive shifts at \$3.00 per hour premium above the regular day shift rate.

**15.2** Overtime at the rate of time and one-half (1-1/2) the regular day shift rate shall be paid after forty-five (45) hours in any work week and after eight (8) hours in any workday.

**15.3** When the employee is required to work a single afternoon shift or night shift, the premiums in Article 14.1 shall not apply and the ordinary overtime provisions of this agreement shall apply.

#### **ARTICLE 16- REPORTING TIME**

**16.1 (a)** An employee who reports for work as usual, unless directed not to report the previous day by the Employer, shall receive a minimum of four (4) hours pay at the applicable rate and shall remain at other work of the craft, if requested by the foreman. An employee directed to work after noon lunch period and who commences to work shall also be subject to a minimum of four (4) hours' pay at the applicable rate for the remainder of the employee's shift. This Article does not apply when conditions under paragraph (c) prevail.

**(b)** In the case of employees who are requested to and do report for work on Saturdays, Sundays and Holidays, the minimum hours applicable shall be four (4) hours at the applicable rate.

**(c) Inclement Weather:** Two (2) hours' pay, together with travelling expenses whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports to work at the Employer's shop or job, but work is not available due to inclement weather, provided the employee remains on the job for two (2) hours after the employee's designated starting time. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to them on the previous day. If an employee is directed to work and commences to work, paragraph (a) above shall apply.

#### **ARTICLE 17 - BENEFITS**

**17.1** The Employer's benefit plan in effect as of October 15, 2020 or equivalent plan will continue in effect for the duration of this agreement.

#### **ARTICLE 18 - OUT-OF-TOWN ALLOWANCES AND TRAVELING TIME**

**18.1** In regard to out-of-town allowances, it is understood that if the Employer' requires an operator to be out of town, meaning lodging away from their home overnight, within Board Area 8 the Employer will provide suitable room and board for the employee up to a maximum of One Hundred Dollars (\$100.00) per day and Five Hundred Dollars (\$500.00) per week.

**18.2** All work performed within the geographic area set out in Article 2.1 of this Agreement will be deemed to fall within the 'free zone' such that no per day kilometer allowance or paid travel time allowance is payable under this section.

#### **ARTICLE 19 - APPRENTICES**

**19.1** The purpose of this Article is to provide a program to train skilled tradesmen by making provision for earthmoving trainees and apprentices in this Landscaping Agreement.

- 19.2 “Apprentices” shall mean employees considered to be in the training stage of their careers by the Union. The Union shall have the sole discretion to determine whether a person is an apprentice.
- 19.3 When the Employer wishes to employ an Apprentice, the Employer shall make such a request to the Union Dispatcher. The Union Dispatcher shall make immediate efforts to dispatch an Apprentice within three (3) days of receipt of the request. Any person not dispatched in accordance with this Article shall not be considered to be an Apprentice for the purpose of this Agreement.
- 19.4 The Employer shall be allowed to employ one (1) Apprentice for each four (4) Journeymen Operating Engineers in its employ and shall not exceed that ratio.
- 19.5 The said Apprentices supplied by the Training Institute shall have completed no less than six (6) weeks training or other related experience. Such training will be identified through the logbook that the apprentice will carry at all times.
- 19.6 Apprentices shall have their wage rates for the first one thousand (1,000) hours worked at the rate of sixty percent (60%) of the top rate of this Agreement, and for the next one thousand (1,000) hours they will receive eighty percent (80%) of the top rate of this Agreement. At the completion of the two thousand (2,000) hours they will receive the full rate.
- 19.7 Each Employer shall be entitled to a maximum of three (3) trainees. Notwithstanding the above, each employer shall be entitled to at least one (1) trainee.

## **ARTICLE 20 – DeNOVO**

- 20.1 The Employer shall contribute five cents (\$0.05) per hour to the health plan for each hour earned by each employee in its employment as a DeNovo Treatment Centre contribution, to be submitted with the Health and Pension fund payment herein provided.

**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

**DATED ON** 9/22/2025 | 11:04:12 AM PDT

**ON BEHALF OF:**

**HERMANN'S CONTRACTING LIMITED**

DocuSigned by:  
  
0FEAE2C68967400...  
**Signature**

Jorg Hermanns President  
\_\_\_\_\_  
**Please Print Name and Title**  
(Note: Please complete date line above)

Address  
\_\_\_\_\_  
**Address**

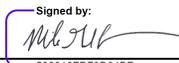
City, Province, Postal Code  
\_\_\_\_\_  
**City, Province, Postal Code**

Telephone #  
\_\_\_\_\_  
**Telephone/Fax Number(s)**

jorg@hermanns.ca  
\_\_\_\_\_  
**Email Address**

**ON BEHALF OF:**

**I.U.O.E. LOCAL 793**

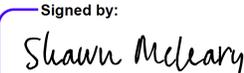
Signed by:  
  
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**Mike Gallagher, Business Manager**

Signed by:  
  
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**Dave Turple, President**

Signed by:  
  
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**Rick Kerr, Treasurer**

DocuSigned by:  
  
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**Mike Scott, Vice President**

Signed by:  
  
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**Steve Booze, Recording-  
Corresponding Secretary**

Signed by:  
  
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**Recommended By:** Shawn McLeary,  
Simcoe Area  
Coordinator