

COLLECTIVE AGREEMENT

BETWEEN:

GREATER HAMILTON AND NIAGARA CONSTRUCTION ASSOCIATION



- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793



Effective:	January 1, 2026
Expiry:	December 31, 2028

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COLLECTIVE AGREEMENT

BETWEEN:

GREATER HAMILTON AND NIAGARA CONSTRUCTION ASSOCIATION

hereinafter called the "Association" or the "Employer"

– and –

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

hereinafter called the "Union"

WHEREAS the Union and the Employer are desirous of establishing a form of standard collective agreement with respect to employees of Employers engaged in the construction industry and equipment rental within the Province of Ontario, to provide uniform interpretation, application and administration of the relationship established.

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

MASTER PORTION

Article 1 - Recognition

- 1.1** The Association agrees to recognize the Union as the exclusive Collective Bargaining Agent for all of the employees in the classifications contained in the schedules of wage rates hereinafter set out, within the sewer and watermain, roads, heavy engineering sectors of the construction industry in OLRB areas 5 and 26, save and except foremen, clerical employees, office staff, full time shop employees and security guards.

For purposes of clarity, it is agreed that this Collective Agreement does not cover employees working in gravel pits, manufacturing plants, and permanent batch plants.

- 1.2** The parties agree that the Greater Hamilton & Niagara Construction Association as the bargaining agent for the following bargaining unit of Employers: All Employers for whom the International Union of Operating Engineers, Local 793 has bargaining rights in the sewer and watermain, roads, and heavy engineering sectors of the construction industry in the Regional Municipality of Niagara and Haldimand County, and in the City of Hamilton, the City of Burlington, that portion of the geographic Township of Beverly annexed by North Dumfries Township and that portion of the Town of Milton within the geographic townships of Nassagaweya and Nelson, save and except Employers bound by and performing work under any of the following Collective Agreements:

Article 1 – continued...

- a) Schedules A, B, C and D of the Provincial Collective Agreement between the Operating Engineers Employer and Employee Bargaining Agencies in accordance with local area practice;
- b) Schedule H of the Provincial Collective Agreement between the Operating Engineers Employer and Employee Bargaining Agencies, but only insofar as it applies to contractors who have an established practice of applying Schedule H of the Provincial Collective Agreement and not the HAND Association of Sewer, Watermain and Road Contractors Collective Agreement as at June 24, 2022, and no other contractor;
- c) The Mainline Pipeline Agreement, The Distribution Pipeline Agreement and the Pipeline Maintenance and Service Agreement for Canada, all between the Pipe-Line Contractors Association of Canada and the International Brotherhood of Teamsters, International Union of Operating Engineers, Labourers International Union of North America and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada;
- d) The Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario, and the;
- e) The Collective Agreement between the Utility Contractors' Association of Ontario and the International Union of Operating Engineers, Local 793.

Article 2 - Union Security

- 2.1 The Employer agrees that all present employees, covered by this Agreement, shall as a condition of employment, after fifteen (15) days from the signing of this Agreement, become and remain members in good standing of the Union. This fifteen (15) day duration can be extended via written agreement by both GHNCA and IUOE.
- 2.2 All employees hired on or after the signing of this Agreement shall as a condition of employment, become and remain Union members within fifteen (15) calendar days of the date of employment. This fifteen (15) day duration can be extended via written agreement by both GHNCA and IUOE.
- 2.3 The Employer and the Union agree that employees to be hired for work under Schedules “A”, “B”, “C”, “D”, “E”, “F” may be hired through the Union Office or to name hire from the Union Office. If the Union cannot supply within 48 hours, excluding Saturdays, Sundays, and holidays, then the Employer may hire from any other source, although the employee must make application to become a member of the Union within seven (7) days of hiring. This seven (7) day duration can be extended via written agreement by both GHNCA and IUOE. It is further agreed that the Employer may recall employees who have worked for the company and may have been laid off within the previous twelve-month period and must inform the Union of such re-hiring. It is understood and agreed that all employees shall have Clearance Cards before commencing work or as otherwise agreed to between the Employer and the Union. A telephone clearance by the Employer is acceptable within forty-eight (48) hours of the employee commencing work.

Article 2 – continued...

- i) Any employee who is in receipt of a retirement pension from I.U.O.E. Local 793 Pension Plan shall not be entitled to recall without consent of the Union.
- ii) In the event of lay-off of employees covered by this Agreement, the Employer shall abide by the following procedure, providing the remaining employees are capable of performing the work.
 - a) First laid-off shall be applicants for membership in the Union.
 - b) Second laid-off shall be members of the Union from out-of-province working on permits or travel cards.
 - c) Third laid-off shall be members of the Union who are in receipt of a retirement pension from the I.U.O.E. Local 793 Pension Plan.
 - d) Last laid-off shall be all other members of the Union.

2.4 The Employer agrees to deduct whatever sum may be authorized for Union dues and assessments from the first pay due each calendar month and to remit same not later than the fifteenth (15th) day of the same month to the Financial Secretary of the Union. The Employer shall, when remitting such dues and assessments, name the employees from whose pay such deductions have been made and their Social Insurance Numbers, also the names of any employees who have left the employ of the Employer since the last payment, and the names of employees who have been hired by the Employer, together with their addresses and the jobs on which they are working.

The Employer agrees to deduct from each employee in the bargaining unit, working dues at the rate of two percent (2%) of the total monetary package each hour earned by each employee, which includes the hourly rate, vacation pay, health plan and pension plan contributions. Such deductions shall be forwarded along with the remittances required under Article 12 and supporting information shall be as required by the Trustees on the Reporting Forms. Such deductions shall be immediately paid to the Union by the administrator of the plans.

2.5 The Employer agrees to engage only those sub-contractors and equipment rentals (except equipment dealers) who are in contractual relations with the Union to perform work set out in the classifications of this Agreement or as otherwise agreed to by the parties. For all classifications listed in this Agreement, the Employer must assign the work to the Operating Engineers.

2.6 Any equipment currently being operated by members of this Local which might be or will be operated by remote control or semi-automatic will continue to be operated by members of Local 793 where qualified.

2.7 Effective January 1, 2026, the Employer shall deduct twenty-five cents (\$0.25) per hour for each hour earned by each employee 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 collective agreement.

Article 3 - Management Rights

3.1 The Union agrees that it is the exclusive function of the Employer:

- a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail, or cease operations, to determine the number of employees required at any or all locations, to determine the kinds and location of machines, tools, and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline, and efficiency.
- b) To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that they have been discharged, suspended, disciplined, or disciplinarily demoted 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 employees. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

Article 4 - Grievance Procedure

- 4.1 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.
- 4.2 All grievances to be dealt with under **Step Two** below shall be in writing, on a form supplied by the Union and signed by the employee having such grievance.
- 4.3 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 a Single Arbitrator.
- 4.4 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. Including Article 5.
- 4.5 If advantage of the provisions of Article 4 and 5 hereof is not taken within the time limits specified therein or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.
- 4.6 The Employer shall designate and name the official to whom a written grievance is submitted as Step #2.

Article 4 – continued...

4.7 Monetary grievances are defined as those involving payment for hours of work, rates of pay, overtime, vacation and statutory holiday pay, premiums (shift and compressed air), travelling expenses, room and board allowance, benefit, and pension contributions, reporting allowances, but not including grievances arising out of classification assignment. Such monetary grievances shall be brought forward at Step No. 1 within three (3) months after the circumstances originated.

4.8 It is understood and agreed that an employee does not have a grievance until the employee has discussed the matter with their foreman and other supervisory personnel and given them an opportunity of dealing with the complaint. The Employer's decision shall be made known to said employee within forty-eight (48) hours. Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1 - Within ten (10) days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee, with or without a Union Representative, shall present their 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 employee concerned is not reached within five (5) full working days, a grievance may be presented as indicated in Step 2 at any time within five (5) full working days thereafter.

STEP 2 - At this step the grievance may be processed as an individual, joint, or Union grievance and shall be presented in writing by a Union Steward or Representative to the Employer Official assigned to handle written grievances.

- a)** The Employer or the Union may process a written grievance at this step concerning any matters related to this Agreement including the Union's right to present an employee grievance in total.

4.9 A copy of any and all grievances pertaining to the collective agreement will be forwarded in writing to the Greater Hamilton & Niagara Construction Association (GHNCA) within twenty-four (24) hours of issuance.

Article 5 - Arbitration

5.1 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 of the steps of the grievance procedure outlined in Article 4 which has not been settled will, within fourteen (14) days of receiving an answer following the procedure outlined in Step 2, then be referred to a Single Arbitrator at the request of either of the parties hereto.

5.2 The selection of a Single Arbitrator shall be made within ten (10) days of the notification of desire for private arbitration submitted to either party in accordance with this procedure. In the event the parties have not agreed on an arbitrator within this period of ten (10) days or any mutually agreed to extended period, either party may submit the matter to the Minister of Labour for the appointment of an arbitrator in accordance with Section 48(4) of the Ontario Labour Relations Act.

Article 5 – continued...

- 5.3 The decisions of the Single Arbitrator constituted in the above manner shall be binding on the parties to this Agreement.
- 5.4 The Single Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions, for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 5.5 Each of the parties to this Agreement will jointly share the expenses of the Single Arbitrator.

Article 6 - Union Representation

- 6.1 The Employer shall not refuse permission to any representative of the Union upon request to the jobsite Superintendent or the Employer designate to enter the Employer's premises or job site in the administration of this Agreement, provided that it does not interfere with the work.
- 6.2 The Employer agrees to recognize such reasonable number of stewards 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 were appointed.
- 6.3 The Union Steward will be the last employee on the job within their classification provided they are capable of doing the work. No discrimination shall be shown against the Steward for carrying out their duties, which the Steward shall perform the same way as any other employee and shall be allowed a reasonable amount of time during working hours to perform the work of the Union but shall not abuse that privilege.

Article 7 - No Strike, No Lockout

- 7.1 During the term of this Agreement the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.
- 7.2 The words "strike" and "lockout" in this Agreement shall mean "strike" and "lockout" as defined in the Ontario Labour Relations Act, 1995.
- 7.3 The Union agrees it will not involve the Employer in any dispute, which may arise between the Union and any other company and the employees of such other company. The Union further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.
- 7.4 It shall not be a violation of this Agreement for an employee to refuse to cross a picket line that has been established in accordance with the Labour Relations Act.

Article 8 - Geographical Area

- 8.1** This Agreement shall be effective in Board Areas 5 and 26 as described by the Ontario Labour Relations Board.

Article 9 - Safety, Sanitation and Shelter

- 9.1** In co-operation with the Employer's overall program of accident control and prevention, the job steward or an employee shall report to the foreman for Immediate Investigation any alleged unsafe conditions, unsafe acts or violations for correction if required.
- 9.2** Employees shall be provided with adequate protection from falling material and other hazards on the job, in accordance with the Occupational Health and Safety Act. Adequately heated enclosures or cabs for employees operating equipment shall be provided where reasonably required.
- 9.3** Every employee shall, as a condition of employment, be required to wear any and all personal protective equipment (PPE) deemed necessary by either the Occupational Health and Safety Act or the Employer.
- 9.4** Every employee shall wear suitable protective footwear. Other personal protective equipment required under abnormal conditions or during inclement weather will be supplied by the Employer. The Union recognizes the right of the Employer to economically supervise the distribution of personal protective equipment (PPE) provided and will co-operate with the Employer to prevent wasteful practices.
- 9.5** The Employer, the employees and the Union agree to abide by the provisions of the Occupational Health and Safety Act, copies of which will be made available.
- 9.6** The Employer agrees to supply ice water and proper sanitary facilities, which shall be maintained in a clean and sanitary condition by the employees and the Employer.
- 9.7** Suitable and adequately heated shelter for employees to eat their lunch shall be provided by the Employer, with table and seating space, which shall be maintained in a clean and sanitary condition by the employees and the Employer.
- 9.8** The parties jointly acknowledge the importance of health and safety on jobsites, which includes that all employees report to work fit to perform their duties and free of impairment for any reason including from drugs and alcohol for the duration of the entire shift. The Employer and Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse and misuse having regard to human rights considerations and employer safety concerns. This right includes but is not limited to making referrals to the DeNovo Treatment Centre and/or other employee assistance programs. The parties further agree to establish a standing joint labour-management committee composed of an equal number of representatives of the Employer and equal number of representatives of the Union to review, on an ongoing basis and without limitation, the current state of the law, developments in technology relating to drug and alcohol testing and implementing a joint drug and alcohol policy.

Article 9 – continued...

- 9.9** Effective January 1, 2026, the Employer shall contribute five cents (\$0.05) per hour for each hour earned by each employee in their employ, as a Denovo Treatment Centre contribution to be submitted with the Health and Pension Fund payments herein provided.

***Clarity Note:** It is understood that the amount indicated in article 9.9 is inclusive of the wage / total compensation package and is not in addition to*

- 9.10** No entertainment or personal communication devices such as cell phones and/or similar devices shall be used during work hours, nor shall they be turned on, except during lunch break, regular working breaks, job site emergencies, or where prior approval is obtained from the employee's supervisor.
- 9.11** It is understood and agreed that smoking or vaping (e-cigarette) in a company vehicle or equipment is strictly prohibited by law, and the Union agrees to support the Employer in any and all implementation and administration.

Article 10 - Productivity

- 10.1** The Union and the Employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual workman and both will undertake individually and jointly to promote such increased productivity.

Article 11 - Payment of Wages

- 11.1** Wages shall be paid each week by cheque or electronic deposit no later than Thursday by 5:00 p.m.
- a)** Accompanying each payment of wages shall be a retainable statement identifying both the Employer and the employee, showing the pay period, total hours marked "regular" and "overtime", the hourly rate, the total earnings, the amount of vacation pay, the amount and purpose of each deduction, and the net earnings.
- 11.2** In the case of lay off, all employees that are paid through direct deposit shall be paid up to date on the next regularly scheduled payroll deposit. In the case of lay off, all employees that are paid by cheque shall be paid up to date on the job site where practical; otherwise, cheques and E.I. Record of Employment Certificate shall be forwarded by registered mail to their last known address within forty-eight (48) hours of the lay-off. E.I. Record of Employment can also be submitted electronically within five (5) business days. Notification to, or attempted notification of lay-off, to an employee on a Saturday, Sunday or Holiday shall not be considered proper notice unless the employee is working on such days.
- 11.3** If the timelines mentioned above are not adhered to, the Employer shall pay eight (8) hours pay at the regular hourly rate for each additional regular working day the employee is required to wait for their pay and records after giving notice to the Employer and giving the Employer four (4) hours to correct such default.
- 11.4** When laid off, employees shall be allowed sufficient time with pay to clear up their personal and

Employer property on the job site.

Article 12 – Health, Pension, Supplementary Unemployment Benefit Plans

12.1 For Employees Dispatched Under Schedules "A", "B", and "C":

- a) Effective January 1, 2026, Employers shall contribute in total:

\$13.86 per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective January 1, 2027, the total Employer contributions of \$14.21 per hour earned.

Effective January 1, 2028, the total Employer contributions of \$14.56 per hour earned.

For Employees Dispatched Under Schedule "E":

- b) Effective January 1, 2026, Employers shall contribute in total:

\$12.50 per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective January 1, 2027, the total Employer contributions of \$12.85 per hour earned.

Effective January 1, 2028, the total Employer contributions of \$13.20 per hour earned.

For Employees Working Under Schedule "F":

- c) Effective January 1, 2026, Employers shall contribute in total:

\$12.02 per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in their employ.

Effective January 1, 2027, the total Employer contributions of \$12.37 per hour earned.

Effective January 1, 2028, the total Employer contributions of \$12.72 per hour earned.

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

Article 12 – continued...

12.2 All contributions shall be submitted by the 15th of the following month in which the hours have been worked and at no time shall the contributions be paid directly to the employee. If payment is over thirty (30) days late, interest at two percent (2%) per month (24% Per Annum) shall be paid from the due date and in addition the delinquent Employer may be required by the Trustees of the funds to deposit with the Trustees a Fifteen Thousand Dollar (\$15,000.00) cash bond.

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

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

- b) If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging 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 costs of all witnesses and Business Representatives, conduct monies, cost incurred in serving a summons, any expenses incurred by the Union pursuant to Section 126(4) or otherwise, for the Board of Arbitration.
- c) If the Ontario Labour Relations Board determines that the Employer has not violated the Agreement, then the Ontario Labour Relations Board or the Board of arbitration shall require the Union to pay all costs to the Employer as required to in sub-paragraph (c) above.

12.3 **Supplementary Unemployment Benefit Plan** – The Parties have agreed to the establishment of a Supplementary Unemployment Benefit Plan (“SUB Plan”) in order to provide certain monetary benefits to members who become unemployed and otherwise qualify under the terms of the SUB Plan. 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) **For Schedules A, B, C, E, F**
 January 1, 2026 – \$0.36 per hour earned
 January 1, 2027 – \$0.36 per hour earned
 January 1, 2028 – \$0.36 per hour earned

Article 12 – continued...

- 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. The provisions of the Collective Agreement in respect of any of the aforesaid matters will prevail. In the absence of any provision in the Collective Agreement, no such power on the part of the Union or the trustees can be inferred despite the provisions of the SUB Plan or the Trust Agreement.

Article 12 – continued...

- 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, damages 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, penalty, damages or demand

which may be made on behalf of or related to the Employment Insurance Commission and Canada Pension Commission or any other government agency or commission under the applicable statuses and regulations with respect to any amount paid to a member under the SUB Plan.

- 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.

**Clarity Note: For clarity, it is understood that the amount indicated at paragraph (a) is inclusive of the wage / total compensation package and is not in addition.*

- 12.4 Group Legal Plan** - It is understood and agreed that twelve dollars (\$12.00) per month (or such other amount as may be designated by the Trustees) of contributions designated as “Benefit Contributions” under the Collective Agreement are to be contributions to the I.U.O.E. Local 793 Group Legal Benefit Trust.

- 12.5 Working Pensioners** - For bargaining unit employees who are in receipt of a pension from the I.U.O.E. Local 793 Pension Plan for Operating Engineers in Ontario (the Pension Plan), the employer shall not make contributions to the Pension Plan. In lieu of such contributions, the Employer shall pay an equivalent amount per hour earned as additional remuneration on behalf of the employee. Such remuneration in respect of employment in a particular calendar year 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 amount shall be paid or payable by December 31 of such calendar year, with interest (less applicable deductions) to the employee. The parties acknowledge that OEBAC is receiving payments of additional remuneration from the employer only as agent and nominee of the relevant employee. OEBAC will hold the funds as agent and nominee for such employees. The payment to OEBAC discharges all obligations of the Employer with respect to payments of the additional remuneration. For greater certainty, the parties do not intend to create an Employee benefit Plan for the purposes of the *Income Tax Act*.

Article 13 - Schedules

- 13.1** The schedules and appendices attached hereto are hereby made a part of the Agreement.

Article 14 - General

- 14.1** Operators required to operate equipment in two-rate classifications during the same shift shall be paid the higher classification rate for the shift.
- 14.2** Employees required to supply their own tools shall be provided a suitable and safe place to keep said tools.
- 14.3** It is agreed that all employees of the Employer will be permitted a one half (1/2) hour unpaid lunch break in each shift. It is further agreed that all employees of the Employer will also be permitted a rest break of ten (10) minutes in each half of their respective shifts. Whenever an employee is required to work more than twelve (12) hours, in a continuous shift, the Employer shall provide each employee a hot meal or pay twenty dollars (\$20.00) in lieu of, at the Employer's discretion.
- 14.4** It is agreed that no employee covered by this Agreement shall receive a reduction in their rate of wages through the introduction of these schedules.
- 14.5** Rates for new types of equipment shall be classified and agreed upon by the Union and the Employer as conditions indicate.

Article 15 - Vacation Pay and Statutory Holiday Pay

- 15.1** Overtime at the rate of double (2) time shall be paid to all employees for all work performed on the following holidays:

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

***Note:** It is agreed that all new statutory holidays will be recognized as a holiday hereinunder if and when they are proclaimed by the Provincial Government.*

Note: The parties jointly recognize the importance of National Day for Truth and Reconciliation. No member shall experience discrimination of any kind for electing to take the day off work.

- 15.2** Should any of the above holidays occur on a Saturday or Sunday, such holiday shall be observed on the Monday and/or Tuesday following unless changed by mutual agreement between the Employer and the Union. No work shall be performed on Labour Day except to save life, limb, or property.
- 15.3** Vacation and Statutory Holiday pay shall be paid to employees covered by this agreement shall be paid ten percent (10%) of the gross wages earned. It is further understood that Vacation Pay and Statutory Holiday Pay will be paid to employees weekly. It is understood and agreed that the Statutory Holiday and Vacation Pay will not exceed a total of ten percent (10%) of gross wages.
- 15.4** Vacations may be taken at any time within the calendar year (without loss of position) and every effort shall be made to schedule vacations to benefit both the Employer and the employee. Employees shall provide a minimum of four weeks' written notice for vacation time.

Article 16 - Reporting Allowance

- 16.1** An employee who reports for work at the Employer's job site or shop, unless directed not to report the previous day by the Employer 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.
- 16.2** An employee who reports for work at the Employer's job site or shop, unless directed not to report and for whom no work is available due to inclement weather, shall receive a minimum of two (2) hours' reporting time provided the employee remains on the job for two hours after their designated starting time, if requested to do so by the foreman. If an employee is directed by a Foreman to start the machine, the employee shall receive a minimum of three (3) hours pay.
- 16.3** It is understood that employees receiving reporting allowance under the terms of Articles 16.1 and 16.2 shall also receive travel allowance where applicable.

Article 17 - Travelling Allowance or Travelling Time

- 17.1** No travelling expenses shall be paid for work on projects within Board Areas 5 and 26 as described by the Ontario Labour Relations Board.
- 17.2** Effective January 1, 2026, travelling expenses for work on projects located outside the area described in paragraph 17.1 of this Article shall be paid at the rate of seventy-two cents (\$0.72) per kilometre each way from the boundary of the area as described in paragraph 17.1 to the project with a minimum of seventy-two cents (\$0.72) per day. If the Employer supplies transportation, travel allowance or travel time will not be paid. The choice of using a personal vehicle or Employer provided transportation will be at the discretion of the employee.
- 17.3** It is understood that if the Employer requires an employee to be out of town overnight, the Employer will provide suitable room and board for the employee and a meal allowance for each day the employee is required to be out of town. If employee requests a single room, the Employer will accommodate unless requested accommodations are not reasonably available. The allowance shall be as follows:
- Effective January 1, 2026 – seventy dollars (\$70.00) per day.
- 17.4** It is understood that when an employee is sent out of town by the Employer in the circumstances contemplated by paragraphs 17.1, 17.2, 17.3 shall be entitled to the rate of pay, benefits and all the conditions provided by the agreement in force in the area where work is being performed or this agreement, whichever is greater.

Article 18 – Apprentices, Trainees and Training Fund

- 18.1** The parties hereto agree that the use of Trainees and Apprentices will be permitted. It is the intention of both parties that Trainees and Apprentices shall be given the training and guidance in the operation of available equipment on site as and when available.

Article 18 – continued...

**INDENTURED HEAVY EQUIPMENT OPERATOR APPRENTICES: 636A -
Tractor Loader backhoe, 636B - Excavator, 636C – Dozer**

- a) The parties agree that a Heavy Equipment Operator Apprentice (“Apprentice”) shall be indentured to the Training Fund, or an Employer and the Training Fund shall have full authority over the training and education of all Apprentices and the Union shall accept as members of the Union all Apprentices who are approved by the Training Fund and indentured to the Training Fund or an Employer.
- b) The Training Fund shall be responsible for the training, education and upgrading of all Apprentices and Operating Engineers.
- c) An Apprentice entering the industry who has taken pre-employment training through the Operating Engineers Training Institute of Ontario will work for their first 1,000 hours at sixty-five percent (65%) of the current base rate for the machine which they are operating.
- d) When an Apprentice has completed their first 1,000 hours, including all the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer and the Training Fund, each Apprentice will be employed for the next 1,000 hours at seventy-five percent (75%) of the current base rate for their classification.
- e) When an Apprentice has completed 2,000 hours, including all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer and the Training Fund, each Apprentice will be employed for the next 500 hours at eighty-five percent (85%) of the current base rate for their classification.
- f) After Completion of 2,500 hours of on-the-job training and all related training as from time to time specified by the Training Fund, the Apprentice will then fit into the workforce at the rate of pay provided for in the appropriate schedule in the Collective Agreement.
- g) Hours spent at the Training Institute shall constitute hours worked for the purposes of rate increases.
- h) The Employer shall make every effort to keep Apprentices on a steady basis to complete their training hours as quickly as possible.
- i) The Parties agree that after ten (10) days or one hundred hours (100) in any consecutive three-month period in a season, apprentices/trainees operating a piece of heavy equipment other than that which the apprentice/trainee is apprenticing/training for, the Employer shall pay the apprentice/trainee the journeyman rate listed in the appropriate schedule of the collective agreement.

Article 18 – continued...

- j) The Employer shall request Apprentices through the Union’s district offices, who will in turn notify the Training Fund located at 2245 Speers Road, Oakville, Ontario.
All dispatching of Apprentices shall be done from the appropriate Union district office under the direction of the Training Fund.
- k) The ratio of Trainees/Indentured Apprentices employed by the Employer shall be a minimum of one (1) Trainee/Indentured Apprentice to the first nine (9) Journeyman Operating Engineers in their employ unless otherwise agreed to in writing by both parties. The maximum number of Trainees/Indentured Apprentices employed by the Employer at the same time shall be no more than three (3).

18.2 Operator Trainee: The Union and Employer may discuss potential trainee candidates for training on equipment where there is no trade classification recognized by the applicable Provincial governing body for apprenticeship and training.

- a) The Union reserves the right to limit or deny Employer sought trainees subject to the number of journeyman operators registered and available on the Union out-of-work list.
- b) The Employer shall follow Article 18.1 for benchmark hours for wage rates and applicable conditions.
- c) Heavy Equipment Operator Trainee will be required to keep a daily work record, and at the end of each week, the Employer agrees to sign off on the applicable hours performed by the Trainee. The Trainee will be required to provide the Union Hall from where they were dispatched a copy of their Employer acknowledged daily work record every (30) thirty days.
- d) Trainees shall sign a trainee agreement with their Employer and the Union prior to employment.
- e) A list of applicable equipment for trainees shall be agreed to between the Association and the Union and amended at any time upon mutual agreement.

18.3 Training Fund: Each Employer bound by this Agreement shall contribute the sum of forty-nine cents (\$0.49) cents per hour for each hour worked by each employee covered by this Agreement to the International Union of Operating Engineers, Local 793 Training Fund.

18.4 National Training Fund: The Union will allocate five cents (\$0.05) per hour for each hour worked by each employee to the National Training Fund from the amount collected in Article 18.3.

Article 19 – Industry Fund

- 19.1** Each Employer bound to this agreement shall contribute ten cents (\$0.10) per hour plus HST for each hour worked covered by this agreement to an Association Industry Fund established by the Association.
- 19.2** The employer shall remit payments directly to the Union on a monthly basis. Upon receipt, the Union will provide payment of all funds received including HST to the Association within thirty (30) days of receipt from any employer, and will provide, by employer, a confirmation of the hours worked by employers under this collective agreement.
- 19.3** The Industry Fund may be amended or terminated (with 60 days' written notice to the Union) at the sole discretion of the Board of Directors of the Greater Hamilton & Niagara Construction Association.

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Article 20 - Duration of Agreement

20.1 This Agreement shall become effective **January 1, 2026** and shall continue in effect until **December 31, 2028** and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing within the period of sixty (60) days immediately prior to the annual expiration date that it desires to amend the Agreement. Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act, have been completed whichever date should first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representative as of the date and year first above written.

DATED THIS 10th **DAY OF** February, **2026.**

SIGNED ON BEHALF OF:

Greater Hamilton and Niagara Construction Assoc.

Signed by:

Nick Giacalone

Nick Giacalone, President (GIP Paving Inc.)

Signed by:

Mike Gallagher

Mike Gallagher, Vice President (Rankin Const.)

Signed by:

Mike Peart

Mike Peart, Secretary/Treasurer (Dufferin Const.)

DocuSigned by:

Jim Kelly

Jim Kelly, Director (Capital Paving)

Signed by:

Roger Hutter

Roger Hutter, Director (King Paving & Const.)

DocuSigned by:

Dennis Sousa

Dennis Sousa, Director (DESO Const.)

DocuSigned by:

Winston Ramirez

Winston Ramirez, Director (The Miller Group)

Signed by:

Mike Cripps

Mike Cripps, Director (Steed & Evans)

DocuSigned by:

Tom Stack

Tom Stack, Director (Alfred Beam)

SIGNED ON BEHALF OF:

International Union of Operating Engineers, Local 793

Signed by:

Mike Gallagher

Mike Gallagher, Business Manager

Signed by:

Dave Turple

Dave Turple, President

Signed by:

Rick Kerr

Rick Kerr, Treasurer

DocuSigned by:

Mike Scott

Mike Scott, Vice President

Signed by:

Steve Booze

Steve Booze, Recording Corresponding Secretary

DocuSigned by:

Andrew Saunders

Recommended By:

Andrew Saunders, South Central Ontario Supervisor

SCHEDULES

SCHEDULE "A"

THIS SCHEDULE APPLIES TO ROAD WORK IN OLRB BOARD AREA 26

When a project is a mixed or of combination nature involving sewer and/or watermain and road work, the line of demarcation between the two facets of work, sewer and/or watermain and road building will be determined by the following formula:

Excavating for pipe, pipe laying, backfilling of pipe excavation and compaction to subgrade shall be governed by Schedule "B".

Article 1 - Hours of Work and Overtime

- 1.1 The standard hours of work for all employees shall be based on fifty (50) hours a week, exclusive of travelling time to and from the job. It is understood and agreed the standard hours of work are to be from 7:00 a.m. to 5:30 p.m. Start time and the quitting time may be varied earlier or later by up to two (2) hours.
- 1.2 Overtime at the rate of time and one-half (1-½) the employee's current hourly rate shall be paid to all employees for all work performed in excess of ten (10) hours per day or in excess of fifty (50) hours per week and on Saturdays. (Overtime will only be paid once for the same hour). Double (2) time will be paid for Sundays and holidays. Overtime on Saturdays will commence at 12:01 a.m. and overtime on Sundays will commence at 12:01 a.m.
- 1.3 A shift premium, as listed below, will be paid for all work performed on a regularly scheduled second or third shift on a project and is applicable to all classifications.

Effective January 1, 2026 \$5.40 per hour

Article 2 - Wages and Classifications

- 2.1 Excavators, draglines, gradalls, clams (on site), Grader "A", fine grade bulldozer, Pitman type cranes, self-erecting tower cranes, Hydra-lift truck mounted hydraulic cranes, boomtruck.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$50.58	\$5.06	\$5.60	\$0.36	\$7.90	\$69.50	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$52.16	\$5.22	\$5.70	\$0.36	\$8.15	\$71.59	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$53.74	\$5.37	\$5.80	\$0.36	\$8.40	\$73.67	\$0.05	\$0.49	\$0.10	2%	\$0.25

**Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above*

Schedule "A" – continued...

2.2 Clams (yard operation), mechanics, welders.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$49.67	\$4.97	\$5.60	\$0.36	\$7.90	\$68.50	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$51.02	\$5.10	\$5.70	\$0.36	\$8.15	\$70.33	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$52.37	\$5.24	\$5.80	\$0.36	\$8.40	\$72.17	\$0.05	\$0.49	\$0.10	2%	\$0.25

*Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

2.3 Curb Machine, self-propelled power drills, hydraulic, etc., bulldozer operators, all front-end loader operators, scrapers (self-propelled), dozer 815 type, off highway vehicles and concrete paver, pulverizer, asphalt grinder and asphalt planer, Mixer man on asphalt plant.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$49.33	\$4.93	\$5.60	\$0.36	\$7.90	\$68.12	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$50.68	\$5.07	\$5.70	\$0.36	\$8.15	\$69.96	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$52.03	\$5.20	\$5.80	\$0.36	\$8.40	\$71.79	\$0.05	\$0.49	\$0.10	2%	\$0.25

*Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

2.4 Engineers on boilers (with papers), asphalt spreader (self-propelled), asphalt roller, Shuttlebuggy.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$49.21	\$4.92	\$5.60	\$0.36	\$7.90	\$67.99	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$50.56	\$5.06	\$5.70	\$0.36	\$8.15	\$69.83	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$51.91	\$5.19	\$5.80	\$0.36	\$8.40	\$71.66	\$0.05	\$0.49	\$0.10	2%	\$0.25

*Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

2.5 Farm and industrial type tractor operators with excavating attachments, rubber-tire backhoes, grader operator 'B', snippers, hydro axe and tree farmer, feller buncher, hydro shear, trenching machines, caisson boring machines under 25 H.P., lubrication unit operator, skid steer loaders, Kubota skid steer loaders, Kubota bobcat type excavators and those less than 65 H.P. and similar types, skidder type equipment with hydraulic and cable attachments.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$49.07	\$4.91	\$5.60	\$0.36	\$7.90	\$67.84	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$50.42	\$5.04	\$5.70	\$0.36	\$8.15	\$69.67	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$51.77	\$5.18	\$5.80	\$0.36	\$8.40	\$71.51	\$0.05	\$0.49	\$0.10	2%	\$0.25

*Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

2.6 Boiler fireman (without papers), burnerman on asphalt plant.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$48.67	\$4.87	\$5.60	\$0.36	\$7.90	\$67.41	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$50.02	\$5.00	\$5.70	\$0.36	\$8.15	\$69.23	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$51.37	\$5.14	\$5.80	\$0.36	\$8.40	\$71.07	\$0.05	\$0.49	\$0.10	2%	\$0.25

*Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

Schedule "A" – continued...

2.7 Roller Operator (asphalt) 'B', mobile sweeper.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$48.36	\$4.84	\$5.60	\$0.36	\$7.90	\$67.06	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$49.71	\$4.97	\$5.70	\$0.36	\$8.15	\$68.89	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$51.06	\$5.11	\$5.80	\$0.36	\$8.40	\$70.73	\$0.05	\$0.49	\$0.10	2%	\$0.25

**Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above*

2.8 Farm and industrial type tractor, (towed and self- propelled compaction units), grade rollerman, including self-propelled rubber-tired grade rollers.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$48.11	\$4.81	\$5.60	\$0.36	\$7.90	\$66.78	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$49.46	\$4.95	\$5.70	\$0.36	\$8.15	\$68.62	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$50.81	\$5.08	\$5.80	\$0.36	\$8.40	\$70.45	\$0.05	\$0.49	\$0.10	2%	\$0.25

**Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above*

2.9 Where working forepersons are employed by an Employer, they will receive a premium of two dollars (\$2.00) per hour, effective January 1, 2026, over the highest rate paid to employees in such foreman's regular and permanent crew.

SCHEDULE "B"

THIS SCHEDULE APPLIES TO "OPEN-CUT" WORK FOR SEWER AND WATERMAIN CONSTRUCTION IN OLRB BOARD AREA 26

"Open-cut" work for sewer and watermain is defined as all sewer and watermain work outside of the one (1) metre perimeter of the building/structure footprint. This shall include sewer and watermain work on residential subdivision work but shall not include site preparation if tendered as a separate contract.

Article 1 - Hours of Work and Overtime

- 1.1 The standard hours of work for all employees shall be based on fifty (50) hours a week, exclusive of travelling time to and from the job. It is understood and agreed the standard hours of work are to be from 7:00 a.m. to 5:30 p.m. Start time and the quitting time may be varied earlier or later by up to two (2) hours.
- 1.2 Overtime at the rate of time and one-half (1½) the employee's current hourly rate shall be paid to all employees for all work performed in excess of ten (10) hours per day or in excess of fifty (50) hours per week (Overtime will only be paid once for the same hour). Double (2) time will be paid for Saturdays, Sundays and holidays.
- 1.3 A shift premium, as listed below, will be paid for all work performed on a regularly scheduled second or third shift on a project and is applicable to all schedules.

Effective January 1, 2026 \$5.40 per hour

Article 2 - Wages and Classifications

- 2.1 Engineers operating cranes, clams, excavators, derricks, pile-drivers, gradalls, mobile cranes, self-erecting tower cranes, caisson boring machines 25 H.P. and over, side-booms and similar equipment, Pitman type cranes. Grader Operator "A" and fine grade bulldozer operator, Hydra-Lift truck mounted hydraulic cranes, boom truck drivers.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$51.21	\$5.12	\$5.60	\$0.36	\$7.90	\$70.19	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$52.79	\$5.28	\$5.70	\$0.36	\$8.15	\$72.28	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$54.37	\$5.44	\$5.80	\$0.36	\$8.40	\$74.37	\$0.05	\$0.49	\$0.10	2%	\$0.25

**Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above*

- 2.2 Heavy Duty Field mechanics and equipment repair welders.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$50.04	\$5.00	\$5.60	\$0.36	\$7.90	\$68.90	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$51.43	\$5.14	\$5.70	\$0.36	\$8.15	\$70.78	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$52.82	\$5.28	\$5.80	\$0.36	\$8.40	\$72.66	\$0.05	\$0.49	\$0.10	2%	\$0.25

**Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above*

Schedule "B" – continued...

- 2.3 Operators of bulldozers, tractors, scrapers, emcos, grader "B", all frontend loaders or similar equipment, farm and industrial tractors with excavating attachments, rubber-tire backhoes, trenching machines, caisson boring machines under 25 H.P., snippers, hydro axe and tree farmer, feller buncher, hydro shear, lubrication unit operator, skid steer loaders, Kubota skid steer loaders, Kubota Bobcat type excavators and those less than 65 H.P. and similar types, skidder type equipment with hydraulic and cable attachments, curb machines and self-propelled power drills, hydraulic, etc., off highway vehicles.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$49.94	\$4.99	\$5.60	\$0.36	\$7.90	\$68.79	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$51.33	\$5.13	\$5.70	\$0.36	\$8.15	\$70.67	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$52.72	\$5.27	\$5.80	\$0.36	\$8.40	\$72.55	\$0.05	\$0.49	\$0.10	2%	\$0.25

*Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

- 2.4 Servicemen on excavators, compressors, pumps, self-propelled rollers, operators of 5 or more heaters.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$48.83	\$4.88	\$5.60	\$0.36	\$7.90	\$67.57	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$50.15	\$5.02	\$5.70	\$0.36	\$8.15	\$69.38	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$51.47	\$5.15	\$5.80	\$0.36	\$8.40	\$71.18	\$0.05	\$0.49	\$0.10	2%	\$0.25

*Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

- 2.5 Oilers, greasers, mechanics helpers.
Third Year

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$48.43	\$4.84	\$5.60	\$0.36	\$7.90	\$67.13	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$49.75	\$4.98	\$5.70	\$0.36	\$8.15	\$68.94	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$51.07	\$5.11	\$5.80	\$0.36	\$8.40	\$70.74	\$0.05	\$0.49	\$0.10	2%	\$0.25

*Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

Second Year

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$47.43	\$4.74	\$5.60	\$0.36	\$7.90	\$66.03	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$48.75	\$4.88	\$5.70	\$0.36	\$8.15	\$67.84	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$50.07	\$5.01	\$5.80	\$0.36	\$8.40	\$69.64	\$0.05	\$0.49	\$0.10	2%	\$0.25

*Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

First Year

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$46.43	\$4.64	\$5.60	\$0.36	\$7.90	\$64.93	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$47.75	\$4.78	\$5.70	\$0.36	\$8.15	\$66.74	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$49.07	\$4.91	\$5.80	\$0.36	\$8.40	\$68.54	\$0.05	\$0.49	\$0.10	2%	\$0.25

*Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

- 2.6 Where working forepersons are employed by an Employer, they will receive a premium of two dollars (\$2.00) per hour, effective January 1, 2026, over the highest rate paid to employees in such foreman's regular and permanent crew.

SCHEDULE "C"

A SCHEDULE APPLYING TO TUNNEL WORK, WHICH IS TO BE INTERPRETED TO MEAN A PROJECT CALLED AS A TUNNEL AND DOES NOT INCLUDE TUNNEL WORK WHICH IS INCIDENTAL TO OPEN-CUT WORK, FOR SEWER AND WATERMAIN CONSTRUCTION.

Article 1 - Hours of Work and Overtime

- 1.1 Overtime at the rate of time and one-half (1½) the employee's current hourly rate shall be paid to all employees, except watchmen, for all work performed in excess of forty-five (45) hours per week or nine (9) hours per day, Monday to Friday inclusive, excluding travelling time to and from the job, (and excluding work in compressed air where overtime at the rate of time and one-half (1½) shall be paid for work in excess of nine (9) hours) the work week shall be deemed to commence at 12:01 a.m. Monday and terminating at 11:59 p.m. Friday. Where the work week commences at 7:00 a.m. Monday it is agreed and understood that on a three-shift operation, the 15th shift may be worked at straight time on Saturday until 7:00 a.m. provided however, that the applicable shift premium shall be paid.
- 1.2 Subject to the provisions of paragraph 1.1 above, overtime at the rate of double (2) the employee's current hourly rate shall be paid to all employees for all work performed on Saturday, Sunday, and statutory holidays.
- 1.3 Employees shall be allowed a one-half-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 consecutive hours without a lunch break.
- 1.4 It is agreed that crane operators on production on a shaft or tunnel shall continue to be scheduled and paid for nine (9) hours per day.
- 1.5 A shift premium, as listed below, will be paid for all work performed on a regularly scheduled second or third shift on a project and is applicable to all schedules.

Effective January 1, 2026 \$5.40 per hour

Article 2 - Wages and Classifications

- 2.1 Engineers operating all hoists hoisting materials out of shafts, tuggers, and derricks with lifting capacity over 2,000 pounds, self-erecting tower cranes, compressor house set-up man, self-propelled power drills, hydraulic, etc.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$51.11	\$5.11	\$5.60	\$0.36	\$7.90	\$70.08	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$52.52	\$5.25	\$5.70	\$0.36	\$8.15	\$71.98	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$53.93	\$5.39	\$5.80	\$0.36	\$8.40	\$73.88	\$0.05	\$0.49	\$0.10	2%	\$0.25

**Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above*

Schedule "C" – continued...

2.2 Heavy Duty Field Mechanics.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$50.31	\$5.03	\$5.60	\$0.36	\$7.90	\$69.20	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$51.72	\$5.17	\$5.70	\$0.36	\$8.15	\$71.10	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$53.13	\$5.31	\$5.80	\$0.36	\$8.40	\$73.00	\$0.05	\$0.49	\$0.10	2%	\$0.25

**Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above*

2.3 Engineers operating shaft hoist, tuggers, and derricks, 2,000 pounds or less, compressor operators 500 CFM or over.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$50.21	\$5.02	\$5.60	\$0.36	\$7.90	\$69.09	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$51.62	\$5.16	\$5.70	\$0.36	\$8.15	\$70.99	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$53.03	\$5.30	\$5.80	\$0.36	\$8.40	\$72.89	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

PREMIUM RATES IN COMPRESSED AIR**Air Pressure Premium Per Shift**

- 1 to 14 lbs. - \$14.50
- 15 to 20 lbs. - \$18.00
- 21 lbs. - \$22.00
- Over 21 lbs. - \$1.50 per pound over and above the rate for 21 lbs.

2.4 Where working forepersons are employed by an Employer, they will receive a premium of two dollars (\$2.00) per hour, effective January 1, 2026, over the highest rate paid to employees in such foreman's regular and permanent crew.

SCHEDULE "D"

For all work performed within the Heavy Engineering Sector and ICI sector of the construction industry, it is agreed that the Provincial Collective Agreement between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency shall apply. For clarity, work performed outside of the one (1) metre perimeter of the building/structure footprint shall not be considered ICI sector work.

SCHEDULE "E"

THIS SCHEDULE APPLIES TO EMPLOYEES DISPATCHED THROUGH THE UNION'S NIAGARA HIRING HALL TO PERFORM ROAD WORK, OPEN-CUT WORK FOR SEWER AND WATERMAIN CONSTRUCTION IN BOARD AREA 5 AS DEFINED BY THE ONTARIO LABOUR RELATIONS BOARD.

Article 1 – Hours of Work and Overtime

- 1.1 The standard hours of work for all employees shall be based on fifty (50) hours a week, exclusive of travelling time to and from the job.
- 1.2 Overtime at the rate of time and one-half (1½) the employee's current hourly rate shall be paid to all employees for all work performed in excess of ten (10) hours per day or in excess of fifty (50) hours per week and on Saturdays. (Overtime will only be paid once for the same hour). Double (2) time will be paid for Sundays and holidays.
- 1.3 A shift premium, as listed below, will be paid for all work performed on a regularly scheduled second or third shift on a project and is applicable to all schedules.

Effective January 1, 2026 \$5.40 per hour

Article 2 – Wages and Classifications

- 2.1 (A) Engineers operating Cranes with a manufacturer's rating of 70 tons and over, Working Foreman

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$43.62	\$4.36	\$5.60	\$0.36	\$6.54	\$60.48	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$46.06	\$4.61	\$5.70	\$0.36	\$6.79	\$63.52	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$49.04	\$4.90	\$5.80	\$0.36	\$7.04	\$67.14	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

- (B) Engineers operating crawler cranes, mobile cranes, self-erecting cranes, piledrivers, caisson boring machines, boom truck, spider crane

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$42.72	\$4.27	\$5.60	\$0.36	\$6.54	\$59.49	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$45.16	\$4.52	\$5.70	\$0.36	\$6.79	\$62.53	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$48.14	\$4.81	\$5.80	\$0.36	\$7.04	\$66.15	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

Schedule "E" – continued...

- 2.2 Engineers operating crawler backhoes, gradalls, shuttle buggy, pitman type cranes, graders, fine grade dozer, mechanics and welders, asphalt plant operator, self-propelled hydraulic drills, directional boring machine, asphalt spreader, concrete paver, asphalt grinders and snooper truck, pulverizer, feller buncher.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$41.72	\$4.17	\$5.60	\$0.36	\$6.54	\$58.39	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$44.16	\$4.42	\$5.70	\$0.36	\$6.79	\$61.43	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$47.14	\$4.71	\$5.80	\$0.36	\$7.04	\$65.05	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

- 2.3 Engineers operating bulldozers, front-end loaders, industrial tractors with backhoe and all other attachments, crawler tractors, crawler tractor and scraper, self-propelled scrapers, side-boom, curb machines, asphalt roller, Dozer 815 type, float, flatbed driver.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$41.28	\$4.13	\$5.60	\$0.36	\$6.54	\$57.91	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$43.49	\$4.35	\$5.70	\$0.36	\$6.79	\$60.69	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$46.26	\$4.63	\$5.80	\$0.36	\$7.04	\$64.09	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

- 2.4 Engineers operating bobcat skid steer front-end loader with all attachments, Kubota type backhoe with all attachments, trenchers, off highway type rock and earth hauling vehicle.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$39.82	\$3.98	\$5.60	\$0.36	\$6.54	\$56.30	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$42.03	\$4.20	\$5.70	\$0.36	\$6.79	\$59.08	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$44.80	\$4.48	\$5.80	\$0.36	\$7.04	\$62.48	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

- 2.5 Engineers operating self-propelled roller, packer – rubber tired, sheepsfoot on grade or backfill, farm tractor, pump 6” and over.

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$37.50	\$3.75	\$5.60	\$0.36	\$6.54	\$53.75	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$39.71	\$3.97	\$5.70	\$0.36	\$6.79	\$56.53	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$42.48	\$4.25	\$5.80	\$0.36	\$7.04	\$59.93	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

- 2.6 Where working forepersons are employed by an Employer, they will receive a premium of two dollars (\$2.00) per hour, effective January 1, 2026, over the highest rate paid to employees in such foreman's regular and permanent crew.

Schedule “E” – continued...

Article 3 – Travel Time

- 3.1 Travel time will be paid when an employee is travelling to a job site in areas other than the Regional Municipality of Niagara as follows:

Up to 80 km	1	hour
80 to 100 km	1¼	hours
100 to 120 km	1½	hours
120 to 140 km	1¾	hours

Employees requested by the Employer to use their car in place of normal transportation supplied by the Employer beyond the free zone of 16 kilometres, will be paid to travel at the following rate per kilometre to the job site and return.

January 1, 2026 \$0.72

Employees must invoice the Employer on standard statement form stating kilometres travelled, trip, dates and name of Employer personnel authorizing the use of employee-owned vehicle. Invoices to be submitted to the Employer on a trip basis or once a week and no later than seven (7) days after service rendered.

SCHEDULE “F”

A SCHEDULE APPLYING TO FLUSHING, CCTV INSPECTION, HYDRO EXCAVATION AND AIR EXCAVATION

PREAMBLE

1. The parties acknowledge that the competitiveness of that portion of the industry covered by Schedule “F” in this Collective Agreement and the corresponding provisions in the Collective Agreement between the Association and a Council of Trade Unions including the Universal Workers Union, LIUNA Local 837 (“Local 837 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 “F” are compliant with the provisions of this Collective Agreement including Schedule “F”.
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 “F”.
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, endeavor 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 “F” bound to this Collective Agreement and those bound to the Local 837 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 837 enforces the Local 837 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 837 Agreement who are not complying with the terms of the Local 837 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.

Schedule “F” – continued...

Article 1 – Application

- 1.1 This Schedule applies to the flushing, CCTV inspection, hydro excavation, and air excavation work whether in the context of construction, construction maintenance, rehabilitation, or repair, in Board Areas 26 and 5 (the “Work”).
- 1.2 Contractors carrying out the Work in Board Area 26 and 5 will, unless expressed otherwise in this Schedule, be bound to the terms and conditions applicable to Schedule A, B, C and E.
- 1.3 Where there is an inconsistency with the general terms and conditions and those in this Schedule, the provisions of this Schedule will prevail.
- 1.4 It is agreed that no employee covered by this Agreement shall receive a reduction in their rate of wages through the operation of this Schedule.
- 1.5 **DRIVER’S LICENSES:** Combo, Flusher, Hydro/Air Excavation Tradesperson and Straight Vac Tradesperson must hold a valid DZ or AZ or AZ/ARZ Driver’s License.

Article 2 – Wages and Classifications**Wage Rates and Classifications for Board Area #26**

2.1 Hydro/Air Excavation Tradesperson, Straight Vac Tradesperson

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$44.00	\$4.40	\$5.60	\$0.36	\$6.06	\$60.42	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$45.35	\$4.54	\$5.70	\$0.36	\$6.31	\$62.26	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$46.70	\$4.67	\$5.80	\$0.36	\$6.56	\$64.09	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

2.2 Helper: Hydro/Air Excavation Tradesperson, Straight Vac Tradesperson

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$39.24	\$3.92	\$5.60	\$0.36	\$6.06	\$55.18	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$40.59	\$4.06	\$5.70	\$0.36	\$6.31	\$57.02	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$41.94	\$4.19	\$5.80	\$0.36	\$6.56	\$58.85	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

2.3 CCTV, Combo Flushing, Pipe Cleaning

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$42.09	\$4.21	\$5.60	\$0.36	\$6.06	\$58.32	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$43.44	\$4.34	\$5.70	\$0.36	\$6.31	\$60.15	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$44.79	\$4.48	\$5.80	\$0.36	\$6.56	\$61.99	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

Schedule "F" – continued...

Wages and Classifications for Board Area #5**2.4 Hydro/Air Excavation Tradesperson, Straight Vac Tradesperson**

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$40.73	\$4.07	\$5.60	\$0.36	\$6.06	\$56.82	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$42.08	\$4.21	\$5.70	\$0.36	\$6.31	\$58.66	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$43.43	\$4.34	\$5.80	\$0.36	\$6.56	\$60.49	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

2.5 Helper: Hydro/Air Excavation Tradesperson, Straight Vac Tradesperson

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$36.21	\$3.62	\$5.60	\$0.36	\$6.06	\$51.85	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$37.56	\$3.76	\$5.70	\$0.36	\$6.31	\$53.69	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$38.91	\$3.89	\$5.80	\$0.36	\$6.56	\$55.52	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

2.6 CCTV, Combo Flushing, Pipe Cleaning

Effective Date	Wages	Vac Pay	Benefit Contribution		Pension	Total	Employer Contributions			Employee Deductions	
			Benefit Plan	Sub Plan			Denovo	Training	Industry	Wrk Dues	Adv.Dues
Jan 1, 2026	\$40.73	\$4.07	\$5.60	\$0.36	\$6.06	\$56.82	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2027	\$42.08	\$4.21	\$5.70	\$0.36	\$6.31	\$58.66	\$0.05	\$0.49	\$0.10	2%	\$0.25
Jan 1, 2028	\$43.43	\$4.34	\$5.80	\$0.36	\$6.56	\$60.49	\$0.05	\$0.49	\$0.10	2%	\$0.25

Clarity Note: The union will allocate \$0.05 for the National Training Fund from the Training Contribution above

Article 3 - Benefit Plan, Pension Plan and Training Fund Contributions

- 3.1 Each Employer shall contribute the benefit, pension, training, and industry fund contribution amounts per hour as identified in the wage and classification grids above for each hour earned by each employee in their employ.
- 3.2 Each Employer shall contribute Industry Fund contributions for each hour worked by each employee in accordance with the provisions set out in **Article 19 – Industry Fund**, of the Master Portion of this Agreement.

Article 4 - Payments

- 4.1 Working Foreman/Lead Hand: The Employer may, in its sole discretion, and at any time, appoint an employee as a Working Foreman/Lead Hand. Where one or more employees is/are employed as a Working Foreman/Lead Hand, those employees will receive a premium of a minimum of two dollars (\$2.00) per hour more than the highest rate of all employees on the crew.

Schedule “F” – continued...

Article 5 - Hours of Work and Overtime

- 5.1 This Article 5 is intended to define the normal hours of work, for the purpose of calculating overtime only and shall not be consumed as a guarantee of hours of work per day or per week, or of days of work per week.
- 5.2 The regular working hours for employees covered by this Agreement shall be fifty (50) hours per week, made up of five (5) ten (10) hour days Monday to Friday inclusive, plus one (1) hour per day maximum travelling time at straight time.
- 5.3 Employees shall be paid one and one-half (1½) times their regular straight time rate of pay for all hours worked in excess of fifty (50) hours in a week (not including one (1) hour per day maximum travelling time at straight time as per Article 5.2 above) or ten (10) hours in a day (not including one (1) hour per day maximum travelling time at straight time as per Article 5.2 above).
- All work performed on Saturday shall be paid at the rate of time and one-half (1.5x) the regular hourly rate. All work performed on Sundays and Statutory Holidays shall be paid at double (2x) the regular hourly rate.
- 5.4 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.
- 5.5 The Employer may determine whether employees are prepared to volunteer for scheduled overtime opportunities by either:
- a) Posting a sign-up notice of a scheduled overtime opportunity at least 24 hours in advance of the scheduled overtime opportunity; or,
 - b) Contacting employees in person at the workplace; or,
 - c) Attempting to contact employees by telephone. All employees must immediately notify the Employer of any phone number changes.
- 5.6 The provisions of Article 5.1(c) of this Schedule “F” 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.
- 5.7 After twelve (12) hours of time worked, excluding travel time, a meal allowance in the amount of fifteen dollars (\$15.00) per day will be paid for jobs that are at least 110 km from the Employer’s premises as directed by the Employer.

Schedule "F" – continued...

- 5.8 **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 listed below:

Effective January 1, 2026 \$5.40 per hour

- 5.9 As soon as reasonably practicable after the Employer determines that premium night shift work is required, it shall notify affected employees of same.
- 5.10 It is agreed that there shall be no pyramiding or compounding of premiums.
- 5.11 Operators dispatched to perform emergency solo night work, where the majority of the hours fall between 6:00 pm and 6:00 am, shall be paid a solo night shift premium of \$50.00 per occurrence, minus any applicable taxes or withholdings.

LETTER OF UNDERSTANDING #1

BETWEEN:

GREATER HAMILTON AND NIAGARA CONSTRUCTION ASSOCIATION
(the “Association”)

- and -

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

RE: Construction Health and Safety Training

The parties agree that should the Provincial Collective Agreement add language requiring WHMIS, Working at Heights, Occupational Health and Safety Awareness and any similar training requirements mandated by the Provincial Government to be a pre-requisite before commencing employment, the GHNCA Agreement will adopt the same language (known as a “me too” clause).

DATED in Hamilton THIS 10th **DAY OF** February, **2026.**

SIGNED ON BEHALF OF:
Greater Hamilton and Niagara Construction Association

Signed by:

2025020812040400...
Nick Giacalone, President

SIGNED ON BEHALF OF:
International Union of Operating Engineers, Local 793

DocuSigned by:

2049C83830494D3...
Andrew Saunders, South Central Ontario Supervisor

LETTER OF UNDERSTANDING #2

BETWEEN:

GREATER HAMILTON AND NIAGARA CONSTRUCTION ASSOCIATION

(the “Association”)

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(the “Union”)

RE: Inferior Terms and Conditions of Employment

In no event shall the Employer be required to pay higher rates of wages or be subject to more unfavourable working conditions than those established by the Union for any other Employer engaged in work covered by this Collective Agreement in the sewer and watermain, roads, and heavy engineering sectors of the construction industry in the City of Hamilton, the City of Burlington, that portion of the geographic Township of Beverly annexed by North Dumfries Township and that portion of the Town of Milton within the geographic Townships of Nassagaweya and Nelson.

The Union further agrees it shall not enter into any agreement, arrangement or understanding which includes wages or conditions, which are inferior to those, contained for work covered by this Agreement.

If the Union enters into an Agreement, arrangement or understanding in violation of the foregoing, this Agreement shall be amended such that the wages and conditions of such agreement, arrangement or understanding shall become the wages and conditions applicable to all work covered by such agreement, arrangement or understanding. For clarity, should the OLRB or any board of arbitration impose a collective agreement with lesser terms and conditions than this Agreement despite the Union’s efforts to impose this Agreement as it is the “pattern collective agreement”, this clause shall not be triggered.

DATED in Hamilton THIS 10th **DAY OF** February, 2026.

SIGNED ON BEHALF OF:

Greater Hamilton and Niagara Construction Association

Signed by:



Nick Giacalone, President

SIGNED ON BEHALF OF:

International Union of Operating Engineers, Local 793

DocuSigned by:



Andrew Saunders, South Central Ontario Supervisor

LETTER OF UNDERSTANDING #3

BETWEEN:

GREATER HAMILTON AND NIAGARA CONSTRUCTION ASSOCIATION

(the “Association”)

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(the “Union”)

RE: Niagara Area Contractors

WHEREAS the Association is in the process of applying for accreditation at the Ontario Labour Relations Board (“OLRB”) to become the accredited employer association for the following bargaining unit:

All employers for whom the International Union of Operating Engineers, Local 793 has bargaining rights in the sewer and watermain, roads, and heavy engineering sectors of the construction industry in the Regional Municipality of Niagara and Haldimand County, and in the City of Hamilton, the City of Burlington, that portion of the geographic Township of Beverly annexed by North Dumfries Township and that portion of the Town of Milton within the geographic townships of Nassagaweya and Nelson, save and except employers bound by and performing work under any of the following Collective Agreements:

- (a) Schedules A, B, C and D of the Provincial Collective Agreement between the Operating Engineers Employer and Employee Bargaining Agencies in accordance with local area practice.
- (b) Schedule H of the Provincial Collective Agreement between the Operating Engineers Employer and Employee Bargaining Agencies, but only insofar as it applies to contractors who have an established practice of applying Schedule H of the Provincial Collective Agreement and not the HAND Association of Sewer, Watermain and Road Contractors Collective Agreement as at June 24, 2022, and no other contractor.
- (c) The Mainline Pipeline Agreement, The Distribution Pipeline Agreement and the Pipeline Maintenance and Service Agreement for Canada, all between the Pipeline Contractors Association of Canada and the International Brotherhood of Teamsters, International Union of Operating Engineers, Labourers International Union of North America and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.
- (d) The Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
- (e) The Collective Agreement between the Utility Contractors' Association of Ontario and the International Union of Operating Engineers, Local 793.

LOU #3 Continued...

AND WHEREAS the Association, as authorized by its members, and the Union wish to enter into a renewal collective agreement for the geographic scope and sectors outlined above;

AND WHEREAS the parties recognize that the collective agreement known as the HAND agreement expired on August 31, 2022, and the collective agreement known as the Niagara Area Agreement expired on April 30, 2023, but the intention with accreditation is to create a single common collective agreement with an appropriate geographic schedule for Niagara based contractors;

AND WHEREAS the parties recognize that should the accreditation not be granted, Niagara contractors who have not yet authorized the Association to bargain on their behalf would be able to continue to bargain their own agreements to the disadvantage of those Niagara based contractors who have supported the accreditation, but for a successful accreditation order;

NOW THEREFORE the parties agree with each other as follows:

1. Should the OLRB decline to issue the accreditation order being sought by the Association, the Niagara contractors who have authorized the Association to bargain on their behalf and reach the within collective agreement shall be permitted to resile from this collective agreement and revert back to an independent Niagara Area Agreement as they did prior to this round of bargaining.
2. The Union agrees that should the OLRB decline to issue the accreditation, they shall bargain with the Niagara contractors in good faith to reaching a collective agreement separate and apart from this collective agreement.
3. The parties agree that upon the OLRB issuing an accreditation order, this letter of understanding becomes null and void and all Niagara contractors performing work within the sectors identified within the bargaining unit description outlined above, shall apply this collective agreement.

DATED in Hamilton THIS 10th **DAY OF** February, **2026.**

SIGNED ON BEHALF OF:

Greater Hamilton and Niagara Construction Association

Signed by:



Nick Giacalone, President

SIGNED ON BEHALF OF:

International Union of Operating Engineers, Local 793

DocuSigned by:



Andrew Saunders, South Central Ontario Supervisor

LETTER OF UNDERSTANDING #4

BETWEEN:

GREATER HAMILTON AND NIAGARA CONSTRUCTION ASSOCIATION

(the "Association")

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(the "Union")

RE: Payment of Wages

WHEREAS the Association and the Union are parties to a collective agreement effective December 1, 2025, to December 31, 2026;

AND WHEREAS the parties recognize that some employers who will become bound to this agreement have varying payroll practices concerning the frequency and day of the week for the payment of wages;

AND WHEREAS the parties wish to facilitate the smooth transition of these contractors to come into full compliance with Article 11.1 of the Collective Agreement;

NOW THEREFORE the parties agree with each other as follows:

1. Any contractor that becomes bound to this Collective Agreement who has a current established practice of paying wages either bi-weekly or on Friday of each week shall be permitted to continue with this current payroll practice until the expiry of this Collective Agreement to enable them a period of transition to the payment of wages weekly no later than Thursday by 5:00 p.m. pursuant to Article 11.1.
2. The parties agree this Letter of Understanding expires on December 31, 2026, and full enforcement of Article 11.1 of the Collective Agreement shall take place thereafter.

DATED in Hamilton THIS 10th **DAY OF** February, **2026.**

SIGNED ON BEHALF OF:

Greater Hamilton and Niagara Construction Association

Signed by:



Nick Giacalone, President

SIGNED ON BEHALF OF:

International Union of Operating Engineers, Local 793

DocuSigned by:



Andrew Saunders, South Central Ontario Area Supervisor

LETTER OF UNDERSTANDING #5

B E T W E E N:

**THE GREATER HAMILTON AND NIAGARA CONSTRUCTION
ASSOCIATION**

(the “Association”)

- and -

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

(the “Union”)

RE: Emulsion Crews

WHEREAS The parties agree that Emulsion Crews will pick up the total wage package classification of roller operator “B” within provincial accredited agreements.

DATED in Hamilton THIS 10th **DAY OF** February, **2026**

SIGNED ON BEHALF OF:

**Greater Hamilton & Niagara Construction
Association**

Signed by:

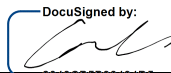


Nick Giacalone, President

SIGNED ON BEHALF OF:

**International Union of Operating Engineers,
Local 793**

DocuSigned by:



Andrew Saunders, South Central Ontario
Area Supervisor

LETTER OF UNDERSTANDING #6

BETWEEN:

GREATER HAMILTON AND NIAGARA CONSTRUCTION ASSOCIATION

(the “Association”)

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(the “Union”)

RE: Additional Classifications – Schedule ‘E’

WHEREAS the Union and the Association acknowledge and agree they are bound by the GHNCA Collective Agreement, effective on January 1, 2026, and expiring on December 31, 2028, and any renewals thereof, (the ‘GHNCA Collective Agreement’);

AND WHEREAS prior to the accreditation order, certain Employers in OLRB Board Area 5 with independent collective agreements employed members of Local 793 to operate heavy equipment in classifications that are not currently listed in Schedule E of the Collective Agreement;

AND WHEREAS there is no dispute between the parties that these members employed in “other” classifications are members of the bargaining unit and covered under the terms and conditions of the current independent Collective Agreements, so the intent of this Letter of Understanding is to ensure they are captured appropriately;

NOW THEREFORE the parties agree with each other as follows:

1. The parties agree that certain equipment including Truck Driver, Stone Slinger, Water Truck Driver, Service Truck Driver, Fuel Truck Driver, Tanker Truck, FibreMat Tanker, Surface Treatment Distributer, Tack Coat Distributer, and Float Driver are classifications falling within the jurisdiction of the operating engineers, and without prejudice to any position a party may take in the future, it is agreed may not be fully captured by the bargaining unit description outlined in the accreditation order. Despite aforesaid, the parties agree that the bargaining unit description does not in any way vary, circumscribe, or amend the Union’s bargaining rights with respect to said Employers that employ Truck Driver, Stone Slinger, Water Truck Driver, Service Truck Driver, Fuel Truck Driver, Tanker Truck, FibreMat Tanker, Surface Treatment Distributer, Tack Coat Distributer, and Float Driver.
2. The parties agree that the employers listed below, along with the following classifications, are currently bound to and covered by their respective independent Collective Agreements with the Union. The matter of whether these classifications will be incorporated into Schedule “E” of the GHNCA Collective Agreement to apply to all employers bound to the GHNCA Collective Agreement may be raised by the Union and shall be dealt with during the bargaining of the 2029 onward GHNCA Collective Agreement. The parties agree that this LOU is without prejudice to their respective positions concerning the application or interpretation of Article 14.5 of the GHNCA Collective Agreement.

LOU #6 - continued...

Alfidome Construction Ltd.

Schedule E Article 2.1(B)	Lead Hand
Schedule E Article 2.3	Truck Driver, Stone Slinger, Water Truck

Alfred Beam Excavating Ltd.

Schedule E Article 2.2	Mainline Excavator, Finish Grader Bulldozer, Grader
Schedule E Article 2.3	Excavator, Hoe Pack, Backhoe, Loader, General Bulldozer
Schedule E Article 2.4	Rock Truck, Skid Steer, Mini Excavator (Under 8 Ton)
Schedule E Article 2.5	Roller

Brennan Paving Limited

Schedule E Article 2.1 (B)	Lead Hand
Schedule E Article 2.2	Asphalt Plant, Finish Grader, Mainline Excavator, Shovel, Gradalls, Pitman Type Cranes Over 8 Ton, Large Milling Machine, Asphalt Paver, Trim Dozer, Shuttle Buggy, Concrete Spreader, Road Service Mechanic, Self-Propelled Hydraulic Drill, Welder (Equipment Repair)
Schedule E Article 2.3	Rough Grader, Small Milling Machine 105 & PR75, Asphalt Mixer Man, Large Float, Boring Machine Over 8", Fronted Loader (over 3 cu. yd), Rough Grade Dozer, Backhoe/Loader, Frontend Loader (Under 3 cu. yd), Curb Machine, Asphalt Roller (Breakdown), Crusher, Shoulder Spreader, Dozer 815 Type, Scraper, Side-Boom, Asphalt Roller (Rubber Tired), Small Float, Washing Plant, Service Truck, Fuel Truck
Schedule E Article 2.4	Off Highway Truck (Rocktruck), Mini Excavator under 65 HP, Mini Skid Steer Loader under 65 HP
Schedule E Article 2.5	Grade Compactor/Roller on Granular, Farm/Industrial Tractor with Attachment, Earth Compactor

Centennial Construction & Contracting (Niagara) Inc.

Schedule E Article 2.1 (B)	Crawler Crane, Mobile Crane, Self-Erecting Crane, Piledriver, Caisson Boring Machine
Schedule E Article 2.2	Crawler Backhoe (Mainline Excavator), Gradalls, Pitman Type Crane, Grader, Fine Grade Dozer, Welder, Asphalt Plant, Self-Propelled Hydraulic Drill, Directional Boring Machine, Boom Truck, Concrete Pump, Asphalt Spreader, Asphalt Grinder, and Snooper Truck.
Schedule E Article 2.3	Bulldozer, Front-End Loader, Industrial Tractor with Backhoe and all other attachments, Crawler Tractor, Scraper, Self-Propelled Scraper, Side-Boom, Curb Machine, Asphalt Roller, Dozer 815 Type, Float Driver
Schedule E Article 2.4	Bobcat Skid Steer Front-end Loader with all attachments, Kubota Type Backhoe with all attachments, Trencher, Off Highway type Rock and Earth Hauling Vehicle
Schedule E Article 2.5	Self-Propelled Roller, Packer- Rubber Tired, Sheepfoot on Grade or Backfill, Farm Tractor, Pump 6" and over

Neil Montague Construction

Schedule E Article 2.1 (A)	Dragline Operator
Schedule E Article 2.1 (B)	Clam, Crane Including Pile Driving, Self-Erecting Tower Crane, Boom Truck (Hiab Type)
Schedule E Article 2.2	Pitman Type Cranes & 8 Ton and Under, Gradall, Shovel, Heavy Duty Mechanic Class "A" (Licensed), Welder Class "A" (Licensed), Grade, Pitman Type Crane over 8 Ton, Concrete Spreader, Asphalt Plant, Asphalt Spreader, Bulldozer (Class 'A' Fine Grade), Self-Propelled Hydraulic Drill, Horizontal Directional Boring Equipment.
Schedule E Article 2.3	Backhoe, Roller (Asphalt), Scraper, Front-End Loader (Class 'A') Crawler, or Backhoe with attachment, Sideboom, Washing Plant, Crusher, Front End Loader

	(Class 'B'), Grader (Class 'B'), Bulldozer (Class 'B') Service Truck, Burner Man (Asphalt), Curb Machine, Driller, Improver Mechanic, Improver Welder
Schedule E Article 2.4	Mini Excavator under 65 H.P., Mini Skid Steer Loader under 65 H.P., Off Highway Rock Type Truck
Schedule E Article 2.5	Compactor and Roller Operator (on Grade), Oiler and Greaser, Farm Tractor (no Backhoe) and Mechanic Helper

Nexterra Substructures Inc.

Schedule E Article 2.1 (A)	Crane with a manufacturer's rating of 70 ton and over
Schedule E Article 2.1 (B)	Crawler Crane, Mobile Crane, Self-Erecting Crane, Piledriver, Caisson Boring Machine, Boom Truck
Schedule E Article 2.2	Crawler Backhoe (Mainline), Gradalls, Pitman Type Crane, Graders, Fine Grade Dozer, Welder, Asphalt Plant, Self-Propelled Hydraulic Drill, Directional Boring Machine, Boom Truck, Asphalt Spreader, Asphalt Grinder, Snooper Truck, Mechanic
Schedule E Article 2.3	Excavator with Hoe-Pack Attachment, Bulldozer, Front-End Loader, Industrial Tractor with Backhoe and all attachment, Crawler Tractor, Scraper, Self-Propelled Scraper, Side-Boom, Curb Machine, Asphalt Roller, Dozer 815 type, Float Driver
Schedule E Article 2.4	Bobcat Skid Steer Front-End Loader with attachments, Mini Excavator with all attachments, Trenchers, Off Highway type Rock and Earth Hauling Vehicle
Schedule E Article 2.5	Self-Propelled Roller, Pack-Rubber Tired, Sheepsfoot on Grade or Backfill, Farm Tractor, Pump 6" and over

Peters Excavating

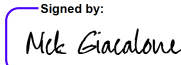
Schedule E Article 2.2	Mainline Excavator, Finish Grade Bulldozer and Grader
Schedule E Article 2.3	Excavator, Hoe Pack, Backhoe, Loader, Bulldozer
Schedule E Article 2.4	Rock Truck Driver
Schedule E Article 2.5	Roller

Walker Construction Limited

Schedule E Article 2.1 (B)	Lead Hand
Schedule E Article 2.2	Grader, Asphalt Paver, Grinder, Excavator, Shuttle Buggy, Cold Mix Paver, Spray Paver, Chip-Spreader, FibreMat, Front End Chip-Spreader
Schedule E Article 2.3	Surface Treatment Distributor, BWC Roller, Tack Coat Distributor, FibreMat Tanker, Tanker Truck, Truck Driver, Surface Treatment Roller, Truck Driver, Float Driver, Dozer, Asphalt Roller, Rubber Tired Backhoe, Loader
Schedule E Article 2.5	Grade Compactor/Roller, Sheepfoot Compactor

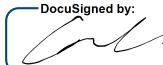
DATED in Hamilton THIS 10th **DAY OF** February, **2026.**

SIGNED ON BEHALF OF:
Greater Hamilton and Niagara Construction Association

Signed by:

 20250306000194DO...

Nick Giacalone, President

SIGNED ON BEHALF OF:
International Union of Operating Engineers, Local 793

DocuSigned by:

 20250306000194DO...

Andrew Saunders, South Central Ontario Area Supervisor

APPENDIX "A"

ARTICLE 12 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 12, amounts shall be allocated in accordance with Article 12.

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 Article 12 shall be allocated to the Pension Plan.

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

Effective October 1, 2025 \$15,696.00 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.

SCHEDULES 'A', 'B', 'C'

Effective January 1, 2026:

- (i) for employees with \$15,696.00 or fewer dollars in their Health Plan dollar bank, Five Dollars and Ninety-Six Cents (\$5.96) to the Health Plan and Seven Dollars and Ninety Cents (\$7.90) to the Pension Plan,
- (ii) for employees with more than \$15,696.00.00 in their Health Plan dollar bank, Thirteen Dollars and Eighty-Six Cents (\$13.86) to the Pension Plan, Nil (\$0) to the Health Plan.

Effective January 1, 2027:

- (i) for employees with \$15,696.00 or fewer dollars in their Health Plan dollar bank, Six Dollars and Six Cents (\$6.06) to the Health Plan and Eight Dollars and Fifteen Cents (\$8.15) to the Pension Plan,
- (ii) for employees with more than \$15,696.00 in their Health Plan dollar bank, Fourteen Dollars and Twenty-One Cents (\$14.21) to the Pension Plan, Nil (\$0) to the Health Plan.

Effective January 1, 2028:

- (i) for employees with \$15,696.00 or fewer dollars in their Health Plan dollar bank, Six Dollars and Sixteen Cents (\$6.16) to the Health Plan and Eight Dollars and Forty Cents (\$8.40) to the Pension Plan,
- (ii) for employees with more than \$15,696.00 in their Health Plan dollar bank, Fourteen Dollars and Fifty-Six Cents (\$14.56) to the Pension Plan, Nil (\$0) to the Health Plan.

SCHEDULE 'E'

Effective January 1, 2026:

- (i) for employees with \$15,696.00 or fewer dollars in their Health Plan dollar bank, Five Dollars and Ninety-Six Cents (\$5.96) to the Health Plan and Six Dollars and Fifty-Four Cents (\$6.54) to the Pension Plan,
- (ii) for employees with more than \$15,696.00.00 in their Health Plan dollar bank, Twelve Dollars and Fifty Cents (\$12.50) to the Pension Plan, Nil (\$0) to the Health Plan.

Effective January 1, 2027:

- (i) for employees with \$15,696.00 or fewer dollars in their Health Plan dollar bank, Six Dollars and Six Cents (\$6.06) to the Health Plan and Six Dollars and Seventy-Nine Cents (\$6.79) to the Pension Plan,
- (ii) for employees with more than \$15,696.00 in their Health Plan dollar bank, Twelve Dollars and Eighty-Five Cents (\$12.85) to the Pension Plan, Nil (\$0) to the Health Plan.

Effective January 1, 2028:

- (i) for employees with \$15,696.00 or fewer dollars in their Health Plan dollar bank, Six Dollars and Sixteen Cents (\$6.16) to the Health Plan and Seven Dollars and Four Cents (\$7.04) to the Pension Plan,
- (ii) for employees with more than \$15,696.00 in their Health Plan dollar bank, Thirteen Dollars and Twenty Cents (\$13.20) to the Pension Plan, Nil (\$0) to the Health Plan.

SCHEDULE 'F'

Effective January 1, 2026:

- (i) for employees with \$15,696.00 or fewer dollars in their Health Plan dollar bank, Five Dollars and Ninety-Six Cents (\$5.96) to the Health Plan and Six Dollars and Six Cents (\$6.06) to the Pension Plan,
- (ii) for employees with more than \$15,696.00.00 in their Health Plan dollar bank, Twelve Dollars and Two Cents (\$12.02) to the Pension Plan, Nil (\$0) to the Health Plan.

Effective January 1, 2027:

- (i) for employees with \$15,696.00 or fewer dollars in their Health Plan dollar bank, Six Dollars and Six Cents (\$6.06) to the Health Plan and Six Dollars and Thirty-One Cents (\$6.31) to the Pension Plan,
- (ii) for employees with more than \$15,696.00 in their Health Plan dollar bank, Twelve Dollars and Thirty-Seven Cent (\$12.37) to the Pension Plan, Nil (\$0) to the Health Plan.

Effective January 1, 2028:

- (i) for employees with \$15,696.00 or fewer dollars in their Health Plan dollar bank, Six Dollars and Sixteen Cents (\$6.16) to the Health Plan and Six Dollars and Fifty-Six Cents (\$6.56) to the Pension Plan,
- (ii) for employees with more than \$15,696.00 in their Health Plan dollar bank, Twelve Dollars and Seventy-Two Cents (\$12.72) to the Pension Plan, Nil (\$0) to the Health Plan.