

COLLECTIVE AGREEMENT

BETWEEN:

STRADA AGGREGATES INC.
hereinafter called the "Employer"

- and -

**INTERNATIONAL UNION OF OPERATING ENGINEERS, Local
793**
hereinafter called the "Union"

Effective: August 1, 2024
Expires: July 31, 2027

D.L.
G.H.

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THIS AGREEMENT made and entered into on July 19, 2024

BETWEEN:

STRADA AGGREGATES INC.

(hereinafter called the "Employer")
OF THE FIRST PART

- and -

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 793

(hereinafter called the "Union")
OF THE SECOND PART

INTENT AND PURPOSE

The Employer and the Union each agree that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreement controlling rates of pay, hours of work, dispute procedure and conditions of employment.

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the exclusive collective bargaining agent for all employees of Strada Aggregates Inc. in the City of Toronto, the City of Brampton, the City of Vaughan, the City of Markham, the Town of Erin and Township of Melancthon, Township of Innisfil save and except foremen, persons above the rank of foreman, office and clerical staff, scale house persons, dispatchers, and quality control personnel.

ARTICLE 2 - UNION SECURITY

2.01 Each employee shall when working in a position within the bargaining unit described in **Article 1** above shall be required as a condition of employment to be a member of and remain a member of the Union.

2.02 Whenever personnel are required for the classifications covered by this Agreement, the Company may recall former employees or utilize any existing employees in any of the classifications. It is further agreed that when a new employee is hired, they will be required to apply for a clearance slip from the Union before starting work unless otherwise arranged with the Union office. Such clearance slip will not be unreasonably withheld.

2.03 As a condition of employment the Employer shall require each employee to sign a form which authorizes the Employer to deduct regular monthly Union Dues, working dues, advancement dues, initiation fees and annual assessment from the employee's pay.

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

2.04 Working Dues Check-Off

Effective August 1, 2004, the Employer agrees to deduct from each employee in the bargaining unit, Working Dues at the rate of two percent (2%) per hour for each hour earned based on the total wage package, which includes the hourly rate, vacation pay and health plan and pension plan contributions. Such deductions shall be forwarded along with the remittances required under **Article 6 of Schedule "A"** and supporting information shall be as required by the Trustees on the Reporting Forms. Such deductions shall be immediately paid to the Local Union by the Administrator of the Plans.

2.05 Advancement Dues Check-Off

Effective August 1, 2020, the Employer shall deduct Thirty-Five Cents (\$0.35) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out within this Collective Agreement.

Effective August 1, 2023, the amount of twenty cents (\$0.35) shall increase to forty cents (\$0.40) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues.

2.06 Defense Assessment

The Annual Defense Assessment of Thirty Dollars (\$30.00) per member will be deducted from each member on the last pay period of December of each year and submitted to the Union on the Employer's next regular remittance.

ARTICLE 3-MANAGEMENT RIGHTS

3.01 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, locate, extend, curtail or cease operations, to determine the number of employee(s) required at any or all operations, to determine the kinds and locations of machines, tools and- equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- b) to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, provided that a claim by an employee that they have been discharged, suspended, disciplined or disciplinarily demoted without reasonable cause shall be subject to the provisions of the grievance procedure save and except as provided in Article 10.01;
- c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees; and it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

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ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 4.02 It is understood and agreed that an employee does not have a grievance until they have discussed the matter with their foreman and given him an opportunity of dealing with the complaint. The employee may have their Steward or Business Representative present, if they so desire.
- 4.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP NO. 1

Within ten (10) working days after the circumstances giving rise to the grievance occurred or originated, (save and except grievances arising out of discharge cases in which case the grievance shall be brought forward within five (5) days of the employee being notified of their discharge, and save and except grievances involving monetary items as defined in Section 4.04 (below), the aggrieved employee with their Business Representative, may present their grievance which shall be reduced in writing on a form supplied by the Union, to the official of the Employer named by the Employer to handle grievances at this step. Should no settlement satisfactory to the employee be reached within five (5) full working days, the next step in the grievance procedure may be taken at any time within five (5) full working days thereafter.

STEP NO. 2

The Union Grievance Committee, if it considers it a valid grievance, may submit the grievance to a committee of the Employer and the respective Committees shall meet within five (5) working days thereafter in an endeavor to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration, as provided in Article 5 below at any time within ten (10) working days thereafter, but not later.

- 4.04 Monetary grievances are defined as those arising under this Agreement, involving payment of hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premiums, traveling expenses, room and board allowances, benefit and pension contributions, reporting allowances and dues, but do not include grievances arising out of classification assignment. Such monetary grievances shall be brought forward at Step No. 1 within fifteen (15) days after the circumstances giving rise to the grievance occurred or originated.

ARTICLE 5 - ARBITRATION

- 5.01 Both parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the Grievance Procedure outlined in Article 4 above and which has not been settled, will be referred to a single arbitrator at the request of either of the parties hereto.
- 5.02 The party requesting arbitration shall notify the other party of its desire to refer the matter to arbitration in writing and shall propose the names of three (3) arbitrators. If the other party is able to agree to one of the proposed arbitrators, it shall so notify the proposing party. If it is not able to agree, it shall suggest three (3) additional names, and if the proposing party is able to agree to one of the names, it shall so advise. If none of the names are agreeable to both parties, then the Minister of Labour of the Province of Ontario will be asked to appoint an arbitrator, pursuant to the terms of the Labour Relations Act.
- 5.03 The decision of the Arbitrator shall be binding upon the employee, the Union and the Employer.
- 5.04 The Arbitrator shall not have any power to alter or change any of the provisions of this agreement, or to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 5.05 Each of the parties to this Agreement will bear the expense of the Arbitrator.
- 5.06
- a) the Nature of the grievance, the remedy sought & the Section or Sections of the Agreement which are alleged to have been violated, shall be set out in the written record of the grievance & may not be subject to change in later steps.
 - b) In determining the time which is allowed in the various steps, Saturdays, Sundays and Holidays shall be excluded and any time limits may be extended by agreement in writing.
 - c) if advantage of the provisions of Articles 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 reopened.

ARTICLE 6 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES

- 6.01 It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to Arbitration in the same way as a grievance of an employee. Such grievance shall be processed at **Step No. 2** of the Grievance Procedure set out in **Article 4** hereof.

6.02 A Union grievance which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit, in regard to which a number of employees have signified an intention to grieve or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in writing at **Step No. 2** of the Grievance Procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred, and if it is not settled at this stage, it may go to an Arbitrator.

ARTICLE 7 – WAGE RATES AND CLASSIFICATIONS

7.01

7.1 a) Applicable to employees in the City of Toronto, the City of Brampton, the City of Vaughan, City of Markham

Bulldozer Operators, Loader Operators

DATE	WAGES	VAC. PAY	BENEFIT PLAN	PENSION PLAN	TOTAL	SUB PLAN	DeNOVO
AUG. 1, 2023	\$30.06	\$3.01	\$3.64	\$3.36	\$40.07	\$0.36	\$0.02
AUG. 1, 2024	\$30.91	\$3.09	\$4.92	\$3.36	\$42.28	\$0.36	\$0.02
AUG. 1, 2025	\$32.50	\$3.25	\$4.92	\$3.72	\$44.39	\$0.36	\$0.02
AUG. 1, 2026	\$34.29	\$3.43	\$5.17	\$3.72	\$46.61	\$0.36	\$0.02

7.1 b) Applicable to employees in the Town of Erin, Township of Melancthon, Township of Innisfil

Bulldozer Operators, Loader Operators

DATE	WAGES	VAC. PAY	BENEFIT PLAN	PENSION PLAN	TOTAL	SUB PLAN	DeNOVO
AUG. 1, 2023	\$28.51	\$2.85	\$3.64	\$3.36	\$38.36	\$0.36	\$0.02
AUG. 1, 2024	\$29.27	\$2.93	\$4.92	\$3.36	\$40.48	\$0.36	\$0.02
AUG. 1, 2025	\$30.78	\$3.08	\$4.92	\$3.72	\$42.50	\$0.36	\$0.02
AUG. 1, 2026	\$32.48	\$3.25	\$5.17	\$3.72	\$44.62	\$0.36	\$0.02

7.02 Wages for any new equipment(s) and/or classification(s) coming under the jurisdiction of this agreement shall be negotiated by both parties to this agreement.

7.03 Qualified operators who are required to operate equipment in a lower rated classification shall be paid the higher wage for the remainder of the shift.

7.04 New employees, who are considered to be probationary employees as per **Article 10**, may be paid a wage that is ten percent (10%) less the regular hourly wage for a period not to exceed ninety (90) days worked.

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ARTICLE 8 – HOURS OF WORK

- 8.01 a) The standard hours of work for all employees shall be based on eleven (11) hours per day, fifty-five (55) hours per week Monday to Saturday.
- b) Overtime at the rate of time and one-half (1-1/2) the employee's current hourly rate shall be paid to all employees for all work performed in excess of eleven (11) hours per day, fifty-five (55) hours per week, Monday to Saturday inclusive.
- c) Overtime at the rate of double (2x) the employee's current hourly rate shall be paid to all employees, for all work performed on Sundays.
- d) Employees will be allowed one rest break in each half of the working shift.
- e) Employees shall be allowed a one-half (1/2) hour unpaid lunch break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break.
- f) It is understood and agreed that there will be no pyramiding of overtime rates or premiums.

ARTICLE 9 - STATUTORY HOLIDAY PAY AND VACATION PAY

9.01 Statutory Holiday Pay

- a) The following listed holidays will be granted to all employees with pay. An employee will forfeit pay for the following holidays if they have been absent without permission on their regular working day before the holiday or their regular working day following the holiday, if scheduled to work either or both days:

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

It is agreed that Heritage Day will be recognized as a Holiday hereunder, if and when it is proclaimed such by the Canadian Government.

- b) The basis of payment for the above noted holidays shall be eleven (11) hours at the employee's total straight time hourly rate.
- c) If an employee is required to work on one of the above holidays, they shall be paid at the rate of double (2x) the total regular rate of pay for all hours worked.

- d) In the event any of the above-mentioned holidays fall on a Saturday or Sunday, the day proclaimed by the Federal, Provincial or Municipal government shall be declared the statutory holiday and paid in accordance with Articles (b) and (c) above.
- e) When one of the above-mentioned holidays fall during an employee's approved vacation, they shall be allowed an extra day of vacation or any extra day's pay at the option of the employee.

9.02 Vacation Pay

- a) Vacation pay shall be paid weekly to each employee covered by this Collective Agreement, at the rate of ten percent (10%) of the total gross wages earned, and income tax shall be deducted weekly.
- b) Vacation time shall be taken between January 1 and March 31 of each year unless mutually agreed to by the Employer and the employee.

ARTICLE 10 – REPORTING ALLOWANCE

- 10.01**
- a) An employee who reports for work at their regular time, unless directed not to report by their Employer and for whom no work is available due to reasons other than inclement weather, or due to circumstances beyond the control of the Employer, shall receive a minimum of four (4) hours' reporting time, and shall remain at other work, if requested to do so by the foreman.
 - b) An employee who reports for work at their regular time, 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 (2) hours after their designated starting time, if requested by the foreman.

ARTICLE 11 – SHIFT PREMIUMS

- 11.01** A shift premium of \$1.00 will be paid per hour for all work performed on a shift starting after **6:00** p.m.

ARTICLE 12 - WELFARE AND PENSION PLANS

12.01 WELFARE AND PENSION PLANS

Effective **August 1, 2024**, Employers shall contribute in total:

- (a) Eight Dollars and Twenty-Eight Cents (**\$8.28**) 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 **August 1st, 2025**, the total Employer contributions of Eight Dollars and Twenty-Eight Cents (**\$8.28**) shall increase to Eight Dollars and Sixty-Four Cents (**\$8.64**) per hour.

Effective **August 1st, 2026**, the total Employer contributions of Eight Dollars and Sixty-Four Cents (**\$8.64**) shall increase to Eight Dollars and Eighty-Nine (**\$8.89**) per hour.

- (b) It is agreed that Employers shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated & made on behalf of each Employer & employee to the Health Plan & the Pension Plan, as set out in this Agreement.
 - (c) The allocation of the contributions specified under the terms of (Article 18.1) above between the I.U.O.E. Local 793 members Life and Health Benefit Trust Fund of Ontario shall be as mutually agreed by the Health and Pension Trustees and shall be distributed by an independent administrator appointed by mutual agreement of the Health and Pension Trustees.
 - (d) All contributions shall be submitted by the 15th day of the following month in which the hours were earned, and at no time shall the contributions to be paid directly to the employee. If payment is over thirty (30) days late, interest at one and one-half percent (1½%) per month shall be paid from the due date and, in addition, the delinquent Employer may be required by the Trustees of the Funds to deposit with the Trustees a Two Thousand Five Hundred Dollar (\$2,500.00) cash bond.
 - (e) The Employer agrees to sign a Participation Agreement in a form mutually agreed upon by the parties with the Trustees of the Pension and Benefit Funds.
 - (f) The parties hereto agree that the Welfare Trust Fund and Pension Trust Fund shall be jointly administered by an equal number of Trustees appointed by the Employers and an equal number of Trustees appointed by the Union.
 - (g) The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the Union of the failure by any Employer to pay any employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment or compensation under the said Program in compliance with the Regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.
- 12.02 Working Pensioners** – For bargaining unit employees who are in receipt of a pension from the I.U.O.E. Local 793 Pension Plan for Operating Engineers in Ontario (the Pension Plan), the employer shall not make contributions to the Pension Plan. In lieu of such contributions, the employer shall pay an equivalent amount per hour earned as additional remuneration on behalf of the employee. Such remuneration shall be paid by remitting the amounts on a monthly basis at the same time as pension contributions to the Operating Engineers Benefits Administration

Corporation (OEBAC), which shall annually pay these amounts with interest (less applicable deductions) to the employee.

- 12.03 Denovo Treatment Centre** – The Employer shall contribute two cents (\$0.02) per hour to the Health Plan for each hour earned by each employee in its employ as a DeNovo Treatment Centre contribution, to be submitted with the Health and Pension Fund payment herein provided.
- 12.04 Group Legal Plan** – It is understood and agreed that \$15 per month (or such other amount as may be designated by the Trustees) of contributions designated as “Benefit Contributions” under the Collective Agreement are to be contributions to the I.U.O.E. Local 793 Group Legal Benefit Trust.

ARTICLE 13 - UNION REPRESENTATION

- 13.01** The Business Representative of the Union shall after first receiving permission from the Plant Supervisor, or their designate, in the course of their duties, have access to the work site on which the employees covered by this Agreement are employed. The Business Representative shall not interfere with the work. The Employer shall not unreasonably deny the Business Representative access to the work site.
- 13.02** The Union has the right to appoint Union Stewards. A steward shall be an employee who is a member of the Union in good standing appointed or otherwise selected by the Union. It will be their duty to assist the employees in carrying out the provisions of this Agreement. The Steward shall have seniority over all employees during their term of office for lay-off and recall provided the Steward has the qualifications, skills and ability to perform the available work.
- 13.03** The Union recognizes the Stewards have their regular duties to perform as a bargaining unit employee. The Employer agrees to provide a Steward reasonable time away from their duties when required to deal with grievances arising from the Agreement, provided the steward obtains their foreman’s permission before leaving their regular duties. Such permission shall not be unreasonably denied.
- 13.04** The Union will inform the Employer in writing of the names of the Stewards and any subsequent changes. The Employer shall not be required to recognize the Stewards until such notification has been received.
- 13.05** The Employer agrees that there shall be no discrimination shown toward any employee in regard to union affiliation or the stewards appointed by the Union.

ARTICLE 14 - PRODUCTIVITY

- 14.01** 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.

14.02 During the lifetime of this Agreement, the Union agrees there will be no strike, slowdown or picketing or any other act which will interfere with the work and the Employer agrees that there will be no lockout. The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing or slowdown or any other act which interferes with the work.

14.03 The Employer agrees that no work that is covered by the scope of this agreement shall be contracted out except in cases of emergency. In such cases the Union will be notified as soon as reasonably possible.

ARTICLE 15 – SENIORITY

15.01 A new employee shall be considered probationary during the first ninety (90) days worked with the Employer and shall have no seniority rights. During the period of probation, the Employer may terminate probationary employees without cause and there shall be no right of the probationary employee to the grievance procedure.

15.02 a) Seniority for the purpose of this agreement shall apply independently to each location as set out on Article 1.01.

15.03 Upon completion of the probationary period, the employee's seniority shall date back to the date of hire.

15.04 When it is necessary to lay-off or recall employees, the employees to be laid off or recalled shall be selected on the basis of seniority, qualifications, skill and ability to perform the required work

15.05 a) in all cases of lay-off and recalls, the Employer shall consider (a) the seniority of the employee, and (b) the qualifications, skill and ability of the employee. Where those qualifications expressed in (b) are relatively equal, the employee's seniority shall be the determining factor.

b) the Employer will endeavor, where practicable, to notify the employee(s) one (1) day prior to winter lay-off.

15.06 Seniority lists of employees shall be posted on each plant bulletin board. Such lists shall show the date of hire of each employee and shall be posted annually by the Employer.

15.07 An employee shall forfeit their seniority rights, and their employment shall be terminated if they:

a) Voluntarily quits the employ of the Employer

b) Is discharged for just cause and not re-instated through the grievance procedure.

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- c) Is laid off on a full time basis for a period in excess of twelve (12) consecutive months.
- d) Fails to return to work after a lay-off within three (3) days after they have received notification by registered mail at their last address as shown in the Employer's records. It shall be the responsibility of the employee to notify the Employer of any changes in address; and
- e) Fails to return from vacation or authorized leave of absence at the appointed time without a reasonable excuse.

ARTICLE 16 - EMPLOYEES' RESPONSIBILITY

- 16.01 An employee who is unable to attend work for the start of their shift must notify the Employer at least eighteen (18) hours prior to the start of their shift, that they will not be at work.
- 16.02 It shall be the employee's responsibility to advise the Employer of their current address and telephone number and any changes which may occur.

ARTICLE 17 – PAYMENT OF WAGES

- 17.01 Wages shall be paid by Direct Deposit no later than Thursday of each week and shall be accompanied by a retainable slip outlining all hours of work, rate of pay, overtime hours, deductions for income tax, employment insurance, pension, C.P.P., etc.
- 17.02 In the case of layoff, all employees shall receive one (1) hours' notice in advance of the layoff except for winter lay-off as provided for in article 10.04 (b).
- 17.03 Whenever Employment Insurance Separation Certificate, Vacation Pay and Statutory Holiday Pay Credits and pay cheque are not given to employees at the time of termination, they shall be sent by the Employer to the employee by Registered Mail, to their last known address within two (2) days of the time of termination.
- 17.04 No employee will be discharged by their Employer because they failed to work in unsafe conditions, contrary to the provisions of the Occupational Health and Safety Act as amended. Any refusal by an employee to abide by such regulations, after being duly warned, will be sufficient cause for dismissal.

ARTICLE 18 - SAFETY, SANITATION, SHELTER AND HAZARDOUS WASTE

- 18.01 The Employer shall provide a proper and adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch and store their clothing. Sanitary toilets shall be provided in accordance with the provisions of the Occupational Health and Safety Act of Ontario and its regulations as amended from time to time.

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- 18.02 Where required, the Employer shall supply safety helmets to employees at no cost. If an employee, at termination of employment, does not return said helmet, they shall be charged at cost. If the helmet is returned and has been made unwearable from willful neglect and abuse, the employee shall be charged for the full replacement value.
- 18.03 Personal protective clothing will be provided by the Employer when required, i.e. gloves, safety glasses, hearing protection and rubber boots.
- 18.04 The Employer shall, at their own expense, furnish to any employee injured in their employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.
- 18.05 An employee who is injured during working hours in a compensable accident and is required to leave for treatment or is sent home because of such injury shall receive payment for the remainder of the shift at their regular rate of pay.
- 18.06 An employee injured in the performance of their duties will resume their regular work when medically fit to do so if work is available and they apply. The job of an injured worker shall be deemed to be available if upon their return any work within their classification under this Agreement is being performed by an employee who, subsequent to the time of injury, was hired by the Employer or transferred or otherwise assigned to perform any work within the said classification covered by this Agreement. An employee who claims they have been denied employment contrary to this provision, may have recourse to the grievance and arbitration procedure as set out in this Agreement. The above shall not apply if the injury is attributable solely to the willful misconduct of the employee.
- 18.07 No entertainment or personal communication devices such as cell phones, smart phones, MP3 Players, Blackberries, iPods and/or similar devices shall be used during working hours, nor shall they be turned on, except during lunch break, regular work breaks, job site emergencies, or where prior approval is obtained from the employee's supervisor.
- 18.08 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 includes but is not limited to making referrals to the DeNovo Treatment Centre and/or other employee assistance programs.

ARTICLE 19 - TRAINEES/APPRENTICES

- 19.01 Trainee/Registered Apprentice is considered a probationary employee for the first 30 working days.

19.02 Trainee/Registered Apprentice will work the first 1,000 hours at 50% of the current base rate.

The next 1,000 hours worked will be at 60% of the current base rate.

The next 500 hours worked will be at 75% of the current base rate.

After 2,500 hours worked the Trainee/Registered Apprentice will receive the full rate.

19.03 Employer requests and dispatching of Trainees/Registered Apprentices will be made through the Union's District Offices. If the union cannot supply such Trainees/Registered Apprentices, the Employer has the right to employ Trainees/Registered Apprentices from other sources.

19.04 The ratio shall be 1 Trainee/Registered Apprentice to each 5 Journeymen Operating Engineers, but the minimum shall be 1 Trainee/Registered Apprentice to each 7 Journeymen Operating Engineers.

19.05 The maximum Trainees/Registered Apprentices employed by an Employer at the same time shall be no more than 3.

ARTICLE 20 – NO STRIKES OR LOCKOUTS

20.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strike or stoppage of work, either complete or partial, and the Company agrees that during the term of this Agreement there shall be no lockouts.

ARTICLE 20 - DURATION OF AGREEMENT

21.01 This Agreement shall become effective on the first day of August, 2024, and shall remain in effect until the thirty first day of July, 2027, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination or proposed revision of this Agreement not more than one hundred and twenty (120) days' before the thirty first day of July, 2027, or in a like period in any year thereafter.

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

Dated on July 19, 2024

Strada Aggregates Inc.

International Union of Operating Engineers, Local 793


Signature

Signed by:

532216FD70D04BF...
Mike Gallagher, Business Manager

Grant C. Horan
Controller/Executive Officer
Please Print Name and Title


Signed by:
Dave Turple
80FA41B0AA2149E...
Dave Turple, President

30 Floral Parkway
Address

Signed by:

126DF7E26893423...
Rick Kerr, Treasurer

Concord, Ontario, L4K 4R1
City, Province, Postal Code

DocuSigned by:

D84A5A5354D3419...
Mike Scott, Vice President

(T) 905-660-6000 (F) 905-326-4685
Telephone and Fax Number(s)

Signed by:

E2DFC09A4610426...
Steve Booze, Recording Corresponding Secretary

ghoran@strada-aggregates.com
Email Address


Recommended By: Don Lynch,
Sector Coordinator

*O.L.
GCL+*

APPENDIX "A"

ALLOCATION OF WELFARE AND PENSION PLAN CONTRIBUTIONS

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

Dollar Bank Health Plan Maximums may be re-determined from time to time as determined by a duly constituted motion passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the administrator.

LETTER OF UNDERSTANDING #1

BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(the "Union")

– and –

STRADA AGGREGATES INC.

(the "Employer")

RE: SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

WHEREAS the Union and the Employer are parties to a collective agreement effective August 1, 2021, to July 31, 2024, and any renewals thereof ("Collective Agreement");

AND WHEREAS the Union wishes to establish, and the Employer agrees to support a Supplementary Unemployment Benefit Plan ("SUB Plan") to provide certain monetary benefits to members who become unemployed and otherwise qualify under the terms of the SUB Plan;

AND WHEREAS the SUB Plan will be funded by redirecting a portion of the employer contribution funds that, as per the Collective Agreement, are currently being contributed to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Benefit Plan");

NOW THEREFORE the Parties agree as follows:

1. The Parties agree the Collective Agreement is hereby amended to permit the establishment and funding of the SUB Plan as set out in this Letter of Understanding as set out below. To the extent there is any conflict between the Collective Agreement and this Letter of Understanding, the terms of this Letter of Understanding shall prevail.
2. The Parties agree the Benefit Plan Trustees will redirect employer contributions from the Health Benefit Plan to the SUB Plan in incremental increases per hour earned as follows:
 - August 1, 2021 - \$0.10
 - August 1, 2022 - \$0.36

The Health Benefit Plan Trustees shall have full discretion to ensure funding on an actuarial basis and in no event shall the redirection of funds exceed \$0.50 per hour earned under the Collective Agreement.

3. The Parties agree the redirection of contributions from the Health Benefit Plan to the SUB Plan shall not result in the reduction of any benefit entitlement to any member entitled to coverage under the Health Benefit Plan.
4. The Parties agree the SUB Plan shall be established, managed, operated and administered solely by the Trustees of the SUB Plan and that that nothing herein shall be construed to make the Employer, or any individual contractor bound to the Collective Agreement, an insurer or provider of SUB Plan benefits. The financial obligation of the Employer and any individual contractor bound to the Collective Agreement is entirely fulfilled by making the contributions required under paragraph 2 herein.
5. 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 Employer, or any individual contractor bound to the Collective Agreement, shall not be requested or required to participate in any such dispute.
6. The Union agrees to save harmless and indemnify the Employer, and any individual contractor bound to the Collective Agreement, from and against a claim, charge, tax, penalty or demand which may be made by the Canada Revenue Agency regarding the obligation to pay income tax, a charge, a tax, or a penalty under any law including, but not limited to, the *Income Tax Act (Canada)*, in respect of any amount paid to a member under the SUB Plan, and in respect of any claim, charge, tax or penalty which may be made on behalf of or related to the Employment Insurance Commission and Canada Pension Commission or any other government agency or commission under the applicable statutes and regulations with respect to any amount paid to a member under the SUB Plan.
7. This Letter of Understanding is being entered into on a without precedent basis.
8. The Parties agree they may execute this Letter of Understanding in counterpart and all of the parts shall constitute the whole. Signed facsimile or .pdf copies of this Letter of Understanding are binding as if originally executed.

Dated on July 19, 2024



Signature for the Union
(I have the authority to bind the Union)

Don Lynch
Name (printed)

Dated on July 19, 2024



Signature for the Employer
(I have the authority to bind the Employer)

Grant C. Horan
Name (printed)

D.L.
G.C.H.

LETTER OF UNDERSTANDING #2

BETWEEN:

STRADA AGGREGATES INC.

(hereinafter referred to as the "Employer")

-and-

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(hereinafter referred to as the "Union")

WHEREAS the Union and the Employer are bound by a collective agreement effective from August 1, 2024 to July 31, 2027 (the "Collective Agreement");

AND WHEREAS the parties are desirous of amending the Collective Agreement.

NOW THEREFORE the Employer and Local 793 agree as follows:

1. Schedule "A" Article 3.2 (b) of the Collective Agreement is hereby amended such that it reads as follows:

"(b) All of an employee's annual vacation time shall be booked in January of the corresponding year. Each employee shall book a total of three weeks each year."

2. The Collective Agreement is hereby amended to add the following Article 3.2 (c)

"(c) Vacation time shall be booked by seniority according to each employees' original hiring date. It is understood that in the event a statutory holiday falls within an employee's chosen vacation period, that statutory holiday shall not count against an employee's vacation allotment. It is understood that the employer and the employee will make arrangements for the employee to use the leftover vacation day."

3. The Employer shall hire a floater loader operator to cover the said vacation times.

4. This Letter of Understanding shall be appended to, and forms part of, the Collective Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Memorandum of Agreement to be signed by its duly authorized representatives dated on July 19, 2024

FOR THE EMPLOYER



Signature

Grant C. Horan

Print Name

FOR THE UNION



Don Lynch, Sector Coordinator

Don Lynch
