

COLLECTIVE AGREEMENT

LONDON SEWER AND WATERMAIN, CURB, GUTTER AND SIDEWALK CONTRACTORS ASSOCIATION

331 Aberdeen Drive
London, ON N5V 4S4

(Hereinafter called the "Employer")

-and-

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 793

4096 Meadowbrook Drive Unit #115
London, ON N6L 1G4

(Hereinafter called the "Union")



January 1, 2026 – December 31, 2028

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ARTICLE 1 – RECOGNITION

- 1.1** The Employer recognizes the Union as the collective bargaining agency for all its Employees engaged in the operation of shovels, bulldozers and similar equipment on construction projects in the Counties of Middlesex, Bruce, Elgin, Oxford, Perth and Huron, save and except non-working foreperson and persons above the rank of non-working foreperson.
- 1.2** The Union recognizes the London Sewer and Watermain, Curb, Gutter and Sidewalk Contractors Association as the Employer bargaining agency for those Employers as outlined in **Schedule “C”** for whom the Employer holds bargaining rights.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1** 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 jobs, locate, extend, curtail or cease operations, to determine the number of persons required at any or all operations, to determine the kinds and locations of machines, tools and equipment, to maintain order, discipline and efficiency;
 - b)** To hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline Employees, provided that a claim by an Employee that they have been discharged without reasonable cause shall be subject of the terms of this Agreement;
 - c)** To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the Employees.

ARTICLE 3 – UNION SECURITY

- 3.1** **a)** All present Employees covered by this Agreement shall become and remain members in good standing of the Union during the lifetime of this Agreement.
- b)** All new Employees shall be required as a condition of employment, to become and remain in good standing of the Union immediately upon the expiration of thirty (30) days employment.
- 3.2** It is expressly understood and agreed that the Employer shall not be required to discharge any Employee for violation of the provisions of this Article for Union Security for any reason other than the refusal of the Employee to join the Union or the non-payment of regular monthly dues and/or assessment.
- 3.3** **a)** As a condition of employment, the Employer shall require each Employee to sign a form which authorizes the Employer to deduct regular monthly Union dues, working dues, initiation fees and assessments from the Employee’s pay.
- b)** The regular monthly Union dues shall be deducted from each Employee on the first pay of each month. The Union shall notify the Employer of the amount and any change thereto of the above mentioned deductions.

c) Effective January 1, 2023, the Employer agrees to deduct from each Employee in the bargaining unit, working dues at the rate of two percent (2%) of the sub-total package which includes the hourly rate, vacation pay, health plan and pension plan contributions for each hour earned by each Employee.

d) The Union shall notify the Employer of the amounts and any changes thereto, of the aforementioned deduction, on the approval of the membership.

e) Effective April 1, 2026 the Employer shall deduct fifty-five cents (\$0.55) per hour earned by each Employee, covered by this Agreement for Union advancement dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Collective Agreement.

3.4 a) All dues, fees and assessments so deducted shall be remitted to the Union Office, 2245 Speers Road, Oakville, Ontario L6L 6X8. These monies shall be remitted in accordance with this Collective Agreement and shall be remitted by the 15th day of the month, following the month such deductions were made.

b) The Employer shall, when making remittances to the Union, identify Employees both by name and Social Insurance Number and indicate the amount deducted from each Employee.

3.5 a) The Employer agrees that whenever they require personnel to perform work covered by this Agreement, they shall first call the area Union office for their requirements.

b) When adding to the workforce, the Employer shall have the prerogative, to hire through the Union Hall, former Employees who have been employed by the Employer for at least four hundred (400) hours, within the previous twelve (12) calendar months.

c) The Employer who normally employs eight (8) or less Employees shall be entitled to request by name, one (1) person from the Union's out-of-work list. This process will reset January 1st of each year.

d) The Employer who normally employs 9-15 Employees shall be entitled to request by name, two (2) persons from the Union's out-of-work list. The Employer who normally employs 16-23 Employees shall be entitled to request by name, three (3) persons from the Union's out-of-work list. The Employer who normally employs 24 or more Employees shall be entitled to request by name, four (4) persons from the Union's out-of-work list. This process will reset January 1st of each year.

In all cases, all such persons, including Retirees, must have a clearance card issued by the Union, *PRIOR* to commencing work.

e) Prior to commencing work, the Employee must present up-to-date training certificates to the Employer for all training mandated by the Ministry of Labour or any other government agency. If an Employee fails to present such certificates, the Employer shall not hire the Employee and the Employer's refusal to hire the Employee shall not be the subject of a grievance and the Employee shall have no entitlement to any compensation under the London Sewer and Watermain, Curb, Gutter and Sidewalk Contractors

Association Agreement and the South Western Ontario Road Builders Association Agreement (SWORBA) for that day.

- 3.6 If the Union cannot supply qualified and competent personnel to perform work within one (1) working day, excluding Saturday, Sunday and Holidays, the Employer may hire from any source available to them.
- 3.7 The Employer agrees to notify the Union within five (5) working days of the Employees hired as per **Article 3.6** of this Agreement.
- 3.8 The Employer agrees to employ only those sub-contractors who are in contractual relations with the Union for work covered by this Agreement.
- 3.9 The Employer agrees to apply all the terms and conditions of this Collective Agreement to members of Local 793 (London area) employed on projects outside of the geographical area described in **Article 1.1**.

ARTICLE 4 – NO STRIKES, NO LOCKOUTS

- 4.1 During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing 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.
- 4.2 The Union shall not involve the Employer in any dispute which may arise between the Union and any other Company and the Employees of such other Company.
- 4.3 However, this Article does not deny the Union the right to refuse to cross any legal picket line and the Employer agrees that no action will be taken against the Union or any member for refusing to cross such legal picket line.
- 4.4 Similarly, the Employer shall not be deemed to have contravened this Article if a job or project is closed down by action beyond their control. In any event, notice of such action by either party shall be given prior to such action taking place.

ARTICLE 5 – UNION REPRESENTATION

- 5.1 The Union shall notify the Employer in writing from time to time of the name of the appointed Steward, the date of their appointment and the name of the former Steward who they may be replacing.
- 5.2 The Business Representative of the Union shall be permitted to visit on the jobs or visit Employees on the Employer's premises after reporting to the senior Employer Representative available on the job or premises but will not interfere with the progress of the work.
- 5.3 Whenever security regulations prevent access to any job or project, the Employer or their representative will give all possible assistance to the Business Representative to obtain the necessary pass or permission to gain access to such job or project.

- 5.4 Whenever possible, considering the nature of the work to be performed, the Steward shall be one of the last two (2) Employees covered under the terms of this Agreement, to remain, provided they are qualified, competent and capable of performing the remaining work.
- 5.5 Whenever possible, considering the nature of the work to be performed, the Steward shall be one (1) of the first two (2) Employees to be recalled to work, provided they are qualified, competent and capable of performing the work.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.1 There shall be an earnest effort on the part of both parties to this Agreement to settle promptly through the procedure set out herein, any complaints, grievance or disputes arising from the interpretation, application or administration of this Agreement.
- 6.2 All grievances to be dealt with under **STEP 2** below shall be in writing on a form supplied by the Union and signed by the Employee having such grievance.
- 6.3 Written grievances to be valid shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated, and the nature of the remedy sought and shall not be subject to change at later steps except by the mutual agreement in writing with the Employer or in the case of remedy, by an Arbitration Board.
- 6.4 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.
- 6.5 If advantage of the provisions of **Articles 6 and 7** hereof is not taken within the time limits specified therein or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.
- 6.6 The Employer shall designate and name the official to whom a written grievance is submitted at **STEP 2**.
- 6.7 It is understood and agreed that an Employee does not have a grievance until they have discussed the matter with their foreperson or other supervisory personnel acting in this capacity and given them an opportunity of dealing with the complaint. Their 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 the 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) working days thereafter.

STEP 2

The Union, if it considers it a valid grievance, may submit the grievance to the Employer and the respective designated official of both parties shall meet as promptly as possible thereafter in an endeavour to settle the grievance. If a satisfactory settlement is not reached within ten (10) days from this meeting, the grievance may be submitted to arbitration as provided in **Article 7**, at any time within fourteen (14) days thereafter, but not later.

The Union may process a written grievance that involves a number of Employees of an Employer or an interpretation of the Agreement that an Employee cannot grieve. Such grievances shall be commenced at **STEP 2** of the above procedure.

The Employer may process a written grievance alleging violation of the interpretation of the Agreement at **STEP 2** of the above procedure.

Such grievance shall be commenced at **STEP 2** within ten (10) full working days after the circumstances giving rise to the grievance occurred or originated.

- 6.8** Notwithstanding the above, a grievance concerning wages and fringe benefits may be presented within thirty (30) days after the circumstances giving rise to the grievance occurred or originated and further provided that a grievance concerning Welfare and Pension contributions may be presented within thirty (30) days after the particulars or such grievance should have reason to become first known to a Union Representative.

ARTICLE 7 – ARBITRATION

- 7.1** The parties to this Agreement agree that any grievance concerning the interpretation, or alleged violation of the Agreement which has been properly carried through all the steps of the Grievance procedure outlined in **Article 6** which has not been settled will then be referred to a Board of Arbitration at the request of the parties hereto.
- 7.2** The Board of Arbitration shall be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairperson, chosen by the other two members of the Board.
- 7.3** Within five (5) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.
- 7.4** Should the person chosen by the Employer to act on the Board and the person chosen by the Union, fail to agree on a third member as Chairperson, within five (5) days of the notification mentioned above, the *Minister of Labour of the Province of Ontario* will be asked to appoint a Chairperson.
- 7.5** The decisions of the Board of Arbitration or a majority of such Board constituted in the above manner shall be binding on the parties to this Agreement.
- 7.6** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.

- 7.7 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expenses of the Chairperson.
- 7.8 No proceeding under **Articles 6 and 7** shall be declared invalid by any defect in form or any technical irregularity and actions under these Articles shall not be set aside if no substantial wrong or miscarriage of justice has occurred.

ARTICLE 8 – LAYOFF

- 8.1 In the case of lay off, termination, or resignation, all Employees shall be paid up to date on the job site where practical; otherwise, cheques and E.I. Record of Employment Certificate shall be forwarded by Priority Post or Courier to their last known address within one (1) pay period of the lay-off, termination or resignation.

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

When Employees who are laid off are not paid up to date on the job site and should the Employer fail to send such wages and/or employment records as stated above, the Employer shall pay eight (8) hours pay at the regular hourly rate for each additional regular working day the Employee is required to wait for their pay and records after giving notice to the Employer and giving the Employer four (4) hours to correct such default.

- 8.2 When an Employee quits, they will receive their pay, Record of Employment Certificate and vacation pay on the next regular pay day.

ARTICLE 9 – REPORTING TIME

- 9.1 When an Employee reports for work at the direction of the Employer or their representative at the recognized starting time of any regular working day, and they are unable to start for the following reasons, they shall be paid minimum recompense as follows:

a) Two (2) hours pay together with travelling expenses, whenever applicable, shall be allowed by the Employer when an Employee covered by this Agreement reports for work at the Employer's shop or job, but work is not available due to inclement weather provided the Employee had not been instructed not to report at least one (1) hour prior to the end of the previous shift. However, they shall remain at work on maintenance of their machine or other equipment coming within their craft, unless released by the foreperson.

b) Two (2) hours pay together with travelling expenses whenever applicable, shall be allowed by the Employer when an Employee covered by this Agreement reports to work at the Employers shop or job, but work is not available due to reasons other than inclement weather. However, they shall remain at work on the maintenance of their machine or other equipment coming within their craft, unless released by the foreperson.

c) In the event that the conditions stated in a) and b) occur but the Employer or their representative has good reason to believe that the conditions will change and permit work to proceed, they may instruct the Employee to remain on the job for the period of

minimum recompense or for such longer time as they see fit, provided the extra waiting time is paid for at the regular rate of pay. Should conditions change and permit work to proceed, then the Employee shall receive regular wages for the hours of work actually performed, plus the minimum recompense pay and waiting time if any, up to the maximum hours of work permitted for the job in any one (1) day. Any hours worked in addition to those permitted in any one (1) day, shall be paid for at overtime rates.

ARTICLE 10 – TRAVELLING EXPENSES

10.1 a) Zone A – There shall be a free zone of a forty (40) kilometre radius from the City Hall of London. Employees shall report for work within the free zone at no cost to the Employer. See map attached, Schedule “B”.

Zone B – For work in the 40-60 km radius from London City Hall, and where it is required, the Employer will provide safe and suitable daily transportation and pay the Employee twenty-eight dollars (\$28.00) one way, per day, effective April 1, 2026, thirty dollars (\$30.00) one way, per day, effective January 1, 2027 and thirty-one dollars (\$31.00) one way, per day, effective January 1, 2028 which shall be paid as mileage.

Zone C – For work in the 60-100 km radius from London City Hall, and where it is required, the Employer will provide safe and suitable daily transportation and pay the Employee thirty-nine dollars (\$39.00) one way, per day effective April 1, 2026, forty-one dollars (\$41.00) one way, per day effective January 1, 2027 and forty-two dollars (\$42.00) one way, per day effective January 1, 2028 which shall be paid as mileage.

Zone D – For work in the 100-120 km radius from the London City Hall, and where it is required, the Employer will provide safe and suitable daily transportation and pay the Employee forty-two dollars (\$42.00) one way, per day effective April 1, 2026, forty-four dollars (\$44.00) one way, per day effective January 1, 2027 and forty-five dollars (\$45.00) one way, per day effective January 1, 2028 which shall be paid as mileage.

Zone E – For work in the 120-150 km radius from the London City Hall and where it is required, the Employer will provide safe and suitable daily transportation and pay the Employee forty-nine dollars (\$49.00) one way, per day effective April 1, 2026, fifty-one dollars (\$51.00) one way, per day effective January 1, 2027 and fifty-two dollars (\$52.00) one way, per day effective January 1, 2028 which shall be paid as mileage.

Zone F - For work more than 150 km radius from London City Hall and where required, the Employer will provide safe and suitable daily transportation and pay the Employee sixty-two dollars (\$62.00) one way, per day, effective April 1, 2026, sixty-four dollars (\$64.00) one way, per day effective January 1, 2027 and sixty-five dollars (\$65.00) one way, per day effective January 1, 2028 which shall be paid as mileage.

The lodging allowance shall be paid for all daily trips to projects North of Hwy 26 or East of Hwy 400.

b) When transportation to and from a work site is provided by the Employer, such transportation shall be consistent with the *Highway Traffic Act*.

b) i) An Employee shall be paid the zone rates in **Article 10.1 a)** when either they are provided a ride by the Employer or ride with another Employee that is providing the transportation.

b) ii) When an Employee chooses to ride in the transportation provided by the Employer, they shall be paid the zone rates as set out in **Article 10.1 a) Zone B-F**.

c) The Employee has the option to use their own transportation and be paid the zone allowance as set out in **Article 10.1 c)**. The Employee shall make the choice in regards to the option they choose at the onset of the project, and this option shall not be changed within the duration of the project unless mutually agreed by both parties. Effective May 23, 2016; mileage will no longer be paid and the zone rates shall apply as follows;

Zone B – For work in the 40-60 km radius from London City Hall and where required, the Employee uses their own transportation, then the Employee will be paid thirty-four dollars (\$34.00) one way, per day effective April 1, 2026, thirty-six dollars (\$36.00) one way, per day effective January 1, 2027, and thirty-seven dollars (\$37.00) one way, per day effective January 1, 2028 which shall be paid as mileage.

Zone C – For work in the 60-100 km radius from London City Hall and where required, the Employee uses their own transportation, then the Employee will be paid fifty-five dollars (\$55.00) one way, per day effective April 1, 2026 and fifty-seven dollars (\$57.00) one way, per day effective January 1, 2027, and fifty-eight dollars (\$58.00) one way, per day effective January 1, 2028 which shall be paid as mileage.

Zone D – For work in the 100-120 km radius from London City Hall and where required, the Employee uses their own transportation, then the Employee will be paid ninety-one dollars (\$91.00) one way, per day effective April 1, 2026, ninety-three dollars (\$93.00) one way, per day effective January 1, 2027, and ninety-four dollars (\$94.00) one way, per day effective January 1, 2028 which shall be paid as mileage.

Zone E – For work in the 120-150 km radius from London City Hall and where required, the Employee uses their own transportation, then the Employee will be paid one hundred and nineteen dollars (\$119.00) one way, per day effective April 1, 2026, one hundred and twenty-one dollars (\$121.00) one way, per day effective January 1, 2027, and one hundred and twenty-two dollars (\$122.00) one way, per day effective January 1, 2028 which shall be paid as mileage.

Zone F – For work over 150 km radius from London City Hall and where required, the Employee uses their own transportation, then the Employee will be paid one hundred and twenty-eight dollars (\$128.00) one way, per day effective April 1, 2026, one hundred and thirty dollars (\$130.00) one way, per day effective January 1, 2027, and one hundred and thirty-one dollars (\$131.00) one way, per day effective January 1, 2028 which shall be paid as mileage.

d) Lodging Allowance - Where an Employee who is normally employed by the Employer and is required to work out of town and is unable to return home each night,

The Employer shall:

i) Pay each Employee the lodging per diem of two hundred and twenty-five dollars (\$225.00) for each night, effective April 1, 2026 which shall be reimbursed to the Employee on the following pay period.

Or

ii) Provide suitable accommodations for the Employee and be paid sixty dollars (\$60.00) effective April 1, 2026 and sixty-five dollars (\$65.00) effective January 1, 2028 for meals for each night.

Furthermore, if requested by the Employee, the Employer shall ensure, when possible, that the accommodations have the following amenities:

- Air conditioning
- Microwave/stove
- Refrigerator

The Employee shall be paid twenty-five dollars (\$25.00) additional mileage on the last day worked out of town for reporting to work, and an additional twenty-five dollars (\$25.00) mileage effective April 1, 2026, provided the Employee has worked four (4) or more hours on the last (departure) day.

One mileage payment shall be paid to cover both the initial travel to the project each week and the return travel on the last day of such week. If an Employee is not allowed normally sufficient time to return to London by 7:00 pm on the last day worked out of town, they shall receive twenty-five dollars (\$25.00), effective April 1, 2026, additional mileage for that day.

The lodging allowance shall be paid for all daily trips to projects North of Hwy 26 or East of Hwy 400.

- 10.2** Where the operations of the Employer require the Employees to transfer from job to job and from place to place, then provided the Employee remains with the Employer for the duration of the job, the Employer agrees to pay the cost of transportation between the two points and at the maximum rate per km as prescribed by the *Canada Revenue Agency (CRA)*.
- 10.3** In the event of inclement weather resulting in the closure of main roads and/or highways, the Employer will pay the lodging allowance for each day that the Employee cannot get home.
- 10.4** If an Employee is required to travel beyond three hundred and twenty (320) kilometres to a job site, and will be receiving the lodging allowance, upon mutual agreement with the Employer, the Employee may choose to travel to the area the night before and have the lodging allowance paid, or the Employee shall be allowed a reasonable amount of time to arrive on the job site in the morning.

- 10.5** The Employer agrees to pay Employees a parking reimbursement of up to twenty dollars (\$20.00) per day effective April 1, 2026 whenever parking is not provided by the Employer. Daily parking reimbursement will not be paid where the Employer has made arrangements for parking on or off site, or where transportation has been arranged. The Employee must provide a receipt for payment.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

- 11.1** The Employer shall apply the wage rates and conditions of the appropriate local Agreement for the class and character of the work being performed to all work on E.P.S.C.A. projects, Electrical Power Systems Sector, Excavations, Sewer & Watermain projects, Building Construction projects.

- 11.2 a) i)** The normal work week shall consist of fifty (50) hours per week from Monday to Friday inclusive and shall be paid for at the regular hourly rate of pay. All hours worked in excess of fifty (50) regular time hours per week or eleven (11) regular time hours per day, and on Saturday, shall be paid for at the rate of one and one half (1.5) times the regular hourly rate of pay.

a) ii) The normal work week for Curb, Gutter and Sidewalk Employees shall consist of fifty-five (55) hours per week, Monday to Friday inclusive, and shall be paid for at the regular hourly rate of pay. All hours worked in excess of fifty-five (55) regular time hours per week or eleven (11) regular time hours per day, and on Saturday, shall be paid for at the rate of one and one half (1.5) times the regular hourly rate of pay.

b) The Employer agrees that, should the Employer perform or contract for work covered under the South Western Ontario Road Builders Association and International Union of Operating Engineers Local 793 Reference Agreement, the Employer will be bound to the rates and conditions of that Agreement and attached hereto.

On jobs that could be deemed to be other than Sewer and Watermain work, the Employer and the Union will meet to discuss hours of work and other conditions. Any Agreement will not be unreasonably withheld.

c) The Employer shall not discriminate against any Employee who refuses to work more than eleven (11) hours per day.

d) Employees will be entitled, in each one-half (1/2) of their shift, to a coffee break of fifteen (15) minutes duration during regular working hours. The time for these breaks is to be determined by the project superintendent or job foreperson.

- 11.3** It is agreed that this Agreement shall apply to work performed on an I.C.I. construction site, except that the Employer shall abide by the Agreement between Employee Bargaining Agencies (E.B.A.) on all work within a building or excavation for a building. It is further agreed that should the Employer undertake to do the work that is commonly known as I.C.I. construction, the rates of wages, hours of work and working conditions shall be as established by a Collective Agreement between Employee Bargaining and Employer Bargaining Agency (E.B.A.). It is understood that this provision also relates to the actual construction of sewage disposal plants, water reservoirs, filtration plants at the

present time, and so long as such structures continue to be constructed under the terms of the Agreement of the I.C.I. Section, the Employer shall abide by this Agreement for all work performed within a limit of five (5) feet outside the structure. It is understood that this does not apply to work performed on the site abutting to the structure and not being part of the structure.

- 11.4** It is further agreed that a minimum of four (4) hours of I.C.I. wage rates will be paid for a single shift for any work performed within the structure limits.
- 11.5** When maintenance and servicing of equipment cannot be performed during the regular working hours, the Employee operating such equipment shall be paid for one-half (1/2) hour at their applicable rate of pay for maintenance and service work which they perform before or after the regular working day. All hours spent maintaining and servicing the equipment before and after their normal shift, shall not be used to compute overtime hours.
- 11.6** a) Employees engaged in snow removal or sanding operations only, effective April 1, 2026, shall be paid at eighty percent (80%) of the total package wage schedule for the classification of equipment they are operating. All other work performed will be paid at one hundred percent (100%) of the total package wage schedule for the classification of the equipment they are operating. All hours for snow removal or sanding operations only, will be paid at straight time. A minimum of four (4) hours will be paid when an Employee is called out for snow removal or sanding operations only.
- b) A minimum of four (4) hours will be paid when an Employee is called out for snow removal or sanding operations.
- 11.7** All work performed on Sundays and Statutory Holidays shall be paid for at double the Employees regular rate of pay.
- 11.8** **Irregular Start Time**
- a) Employees who commence work between 6:00 a.m. and 11:59 a.m., Monday to Friday shall be paid in accordance with **Article 11**.
- b) Employees who commence between 12:00 noon and 5:59 p.m. Monday to Friday shall be paid regular rates of pay plus one dollar (\$1.00) per hour effective April 1, 2026. An Employee, who normally starts their workday in accordance with Article 11.8 a) and cannot start to work in that period because of inclement weather or the unavailability of equipment needed to perform the job, may commence work during the time period described in Article 11.8 a). The one dollar (\$1.00) per hour premium shall not be paid in these isolated cases. All other terms and conditions of the Collective Agreement shall apply.
- c) Employees who commence work between 6:00 p.m. and 5:59 a.m., Monday to Friday shall be paid regular rates of pay plus four dollar (\$4.00) per hour, effective April 1, 2026 and five dollars (\$5.00) per hour, effective January 1, 2028.
- d) All hours worked before 12:01 a.m. Monday morning and after 12:59 Friday night, shall be paid in accordance with **Article 11.2 and 11.7**.

e) A new Employee hired in accordance with **Article 3**, shall be paid the same irregular starting time premium as the crew they are dispatched to work with for that day.

f) Any premium shall follow overtime schedule.

- 11.9** Wherein the course of a workday, the Employer assigns an Employee to operate equipment in a lesser-rated classification, such Employee will be paid their normal rate of pay for the balance of that day. This shall not apply where the assignment is for the convenience of the Employee or where the assignment is a result of reduction of work or equipment breakdown.

ARTICLE 12 – BENEFIT, PENSION, TRAINING FUND AND EMPLOYER FUND

- 12.1** The allocation of the contributions specified under the terms of **Article 12.2 and 12.3** between the I.U.O.E. Local 793 Members Life and Health Benefit Trust of Ontario and I.U.O.E. Local 793 Members Pension Benefit Trust 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.

- 12.2 a)** The Employer agrees to contribute six dollars and forty-seven cents (\$6.47) effective April 1, 2026, six dollars and fifty-seven cents (\$6.57) effective January 1, 2027 and six dollars and sixty-seven cents (\$6.67) effective January 1, 2028 per hour for each hour earned by each Employee covered by this Agreement and to send same to the International Union of Operating Engineers, Local 793 Benefit Trust Fund on a monthly basis. The Employer agrees to be bound by the Trust Agreement. The Trust Fund and Benefit Plan shall be administered by Trustees appointed by the Employer and the Union. Contributions shall be sent to the Trustees not later than the 15th day of the month, following the month for which such contributions were made.

b) Bank Dollar Maximum: 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 12.2 a)** amounts shall be allocated in accordance with **Article 12.2 a)**.

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 12.2 a)** 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 (24 months of coverage)

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.

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

i) April 1, 2023 – \$0.36 per hour earned

ii) 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.

iii) 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.

iv) 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.

v) 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.

vi) 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.

vii) The Union agrees to save harmless and indemnify the Association, and any individual Employer bound to the Collective Agreement, from and against any claim, charge, tax penalty or demand which may be made by the Canada Revenue Agency regarding the obligation to pay income tax, a charge, a tax, or a penalty under any law including, but not limited to, the Income Tax Act (Canada), in respect of any amount paid to a member under the SUB Plan, and in respect of any claim, charge, tax or penalty which may be made on behalf of or related to the Employment Insurance Commission and Canada Pension Commission or any other government agency or commission under the applicable statuses and regulations with respect to any amount paid to a member under the SUB Plan.

viii) 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.

d) 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 IUOE Local 793 Group Legal Benefit Trust.

12.3 a) The Employer agrees to contribute five dollars and sixty-five cents (\$5.65) per hour for each hour earned effective April 1, 2026, five dollars and ninety cents (\$5.90) per hour for each hour earned effective January 1, 2027, and six dollars and fifteen cents (\$6.15) effective January 1, 2028 per hour for each hour earned by each Employee covered by this Agreement to the International Union of Operating Engineers, Local 793 Pension Plan Fund on a monthly basis. Contributions shall be sent to the Trustees not later than the 15th day of the month, following the month for which such contributions were made.

b) 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.

12.4 a) Each Employer shall contribute eighty-two cents (\$0.82) effective upon April 1, 2026, eighty-nine cents (\$0.89) effective January 1, 2027 and ninety-six cents (\$0.96) effective January 1, 2028 per hour earned by each Operating Engineer in their employ, to be submitted with the Pension and Health Fund payments, herein provided, and to be remitted to a fund for the purpose of establishing and maintaining a joint apprenticeship fund.

b) National Training Fund: The Union will allocate five cents (\$0.05) per hour for each hour earned by each Employee to the National Training Fund from the amount collected in **Article 12.4 a).**

- 12.5** Each Employer bound by this Agreement that are members of the London Sewer and Watermain, Curb, Gutter and Sidewalk Contractors Association shall contribute four cents (\$0.04) per hour for each hour earned by each Employee covered by this Agreement to a fund established by the Employer and such contributions will be included on the contribution form as outlined above. The Administrator of the Benefit Plans will remit this contribution as directed by the Employer. There is no expectation for the Union to pursue any delinquent Contractor(s). Such delinquency shall be pursued by the London Sewer and Watermain, Curb, Gutter and Sidewalk Contractors Association.
- 12.6** The Employer agrees to hold harmless and indemnify the Union and the Benefit and Pension Trustees against any liability incurred as a result of the contribution in **Article 12.5** above.
- 12.7** These monies shall be remitted in accordance with this Collective Agreement and shall be remitted by the 15th day of the month following the month in which the hours have been earned, together with supporting information entered on a reporting form as designated by the Trustees and at no time shall the contributions be paid directly to the Employee.
- 12.8** In the event an Employer fails to remit any contributions, deductions or remittances for the Health plan, the Pension plan, dues, fees or assessments pursuant to **Article 3**, I.U.O.E. Local 793 Trades Training Fund pursuant to **Article 12.4**, working dues check-off or Employer Labour Relations Fund, by the 15th day of the month due, the Employer shall pay to the appropriate fund as liquidated damages and not as a penalty, an amount equal to three percent (3%) per month, compounded monthly for any delinquent contributions, deductions or remittances fifteen (15) days in arrears calculated from the date due, provided the Employer has received five (5) days prior written notice to correct such delinquency and has not done so.
- 12.9** With reasonable cause, the Trustees may request an Employer to submit to them within a stipulated period a certified audited statement of payroll contributions to these funds for a period not to exceed the period from the effective date of this Agreement until the date the audit takes place. Such statements shall reply to the questions submitted to the Employer by the Trustees.
- 12.10** If the Employer does not submit the certified audited statement as per **Article 12.9** the Trustees may appoint an independent chartered accountant to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's records only with respect to the Employer's contributions or deductions to the required Employee Benefit plan.
- 12.11** Where the Trustees appoint an auditor, the cost shall be borne by the appropriate plan.
- 12.12** In the event such audit reveals that the Employer has failed to remit contributions in accordance with the provisions of this Agreement, the Employer shall, within 5 days of receipt of written notice from the Trustees, remit all outstanding contributions together with any liquidated damages required under the terms of **Article 12.7** above and completed supporting contribution report forms as required by the Plan.

- 12.13** When the Employer fails to remit all delinquent contributions, the provisions of **Article 3.4** shall apply and the Union, on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employers under Section 46 of the *Labour Relations Act of Ontario*. All costs of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.
- 12.14** Where the Union has taken prior proceedings and obtained a decision against an Employer for delinquent contributions, deductions or remittances, the Union may require the said Employer to post a cash bond or certified cheque not to exceed Twenty Thousand dollars (\$20,000) to be held in trust by the Trustees for a period to be determined by the Trustees. In the event that the said Employer again becomes delinquent for contributions, deductions or remittances, the Union and/or the Trustees may apply the cash bond or certified cheque, or any portion thereof, to satisfy the delinquency and require the Employer to replenish the cash bond or certified cheque in a higher amount. In the event that the cash bond or certified cheque does not satisfy the full amount of the delinquency, the Union may take other proceedings to recover the balance.
- 12.15** If an Employer does not have any Employees in their employ, they shall submit a NIL report in accordance with the provisions of **Article 3.4**.
- 12.16 Employer DeNovo Treatment Centre Contributions:** Each Employer shall contribute five cents (\$0.05) per hour effective April 1, 2026 to the Health Plan for each hour earned by each Employee in their employ as a DeNovo Treatment Centre contribution, to be submitted with the Health and Pension Fund payments herein provided.

ARTICLE 13 – STATUTORY HOLIDAYS

- 13.1** Overtime at the rate of double (2x) time shall be paid to all Employees for all work performed on the following holidays;

New Years Day	Canada Day	Christmas Day
Family Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	
Victoria Day	Thanksgiving Day	

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

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

ARTICLE 14 – VACATION AND HOLIDAY PAY

- 14.1** Vacation credits shall be four percent (4%) of earnings and shall be paid weekly.
- 14.2** Holiday credits shall be six percent (6%) of earnings and shall be paid weekly.

- 14.3** Vacation time shall be taken together and not split into smaller time periods unless the Employee requests otherwise with a reasonable period of notice.

ARTICLE 15 – WAGE PAYMENT

- 15.1** The regular pay day shall be once a week, not later than Thursday of each week. Wages shall be paid on the job site before quitting time, in cash or cheque, payable at par in the locality of the job site, and Employer shall arrange that the pay cheques will be honoured at a local bank. The Employer may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll. Accompanying each payment of wages shall be a statement showing the Employee's name, hourly rate, total earnings, the amount of each deduction, the purpose thereof and the net earnings.

The Employer may pay wages by electronic means, no later than Thursday, each week and a detailed breakdown indicating hours, hourly rate, allowances, and all deductions shall be provided for each deposit.

ARTICLE 16 – BEREAVEMENT LEAVE

- 16.1** Employees shall be granted a leave of absence to arrange for and attend the funeral of a family member in accordance with the Bereavement Leave provision in the Life and Health Benefits Plan for Active Members.

- 16.2** No Employee shall lose vacation or personal days as a result of Bereavement Leave.

ARTICLE 17 – GENERAL

- 17.1** The Employer will continue the present practice of providing Employees with such protective wet weather clothing as it is deemed necessary by the Employer. The Union recognizes the right of the Employer to economically supervise the distribution of the clothing provided.

- 17.2 a)** Every Employee shall be required as a condition of employment, to wear a safety helmet of a type approved by the Construction Safety Association. Headsets for hearing and eye protectors, when necessary, shall be provided by the Employer to comply with the appropriate Safety Code or Act. It shall be a condition of employment that every Employee wear such headsets for hearing and eye protectors where required.

b) All regular and new Employees shall make every effort to obtain all training deemed necessary by the Employer and/or mandated by the Ministry within a reasonable time frame.

c) Each Employee shall be entitled to a three hundred and twenty-five dollar (\$325.00) boot/clothing/safety hard hat/safety vest allowance once per calendar year effective April 1, 2026. Employees must be employed by their Employer for a period of four (4) months to be eligible and must provide the Employer with receipts.

- 17.3** The Union will co-operate with the Employer to prevent wasteful practices.

- 17.4 The Employer will not discriminate against an Employee for refusing to work overtime.
- 17.5 A bulletin board will be provided by the Employer for the use of the Union to post notices etc., but all such notices shall have the prior approval of the Employer.
- 17.6 In the event of fire or theft resulting in the loss of a mechanic's tools, the Employer will replace such items subject to a maximum claim of \$10,000.00 and a \$100.00 deductible, provided that such tools are kept in a place designated by the Employer. Each mechanic must file with their Employer a listing of the tools showing their valuation and the Employer's liability shall be limited to such listings.
- 17.7 **Hazardous Waste Handling**
The Employer and the Employee shall comply with the guidelines as set out in the *Ontario Health and Safety Act*. The Employer shall supply all safety equipment required by law in the handling of hazardous material.
- 17.8 The Employer agrees to supply and pay the cost of coverall rental and cleaning for all mechanics, servicepersons, and welders in their employ.
- 17.9 The Employer agrees to provide adequate tarpaulins or cabs on equipment when required.
- 17.10 No entertainment or personal communication devices such as cell phones, Blackberries, iPods and/or similar devices shall be used on the job 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. No Employee shall be discriminated against for refusing to use their personal phone in the workplace.

ARTICLE 18 – REGISTERED APPRENTICES AND/OR TRAINEES

- 18.1 Each Employer shall contribute as per **Article 12.4** for each hour earned by each Operating Engineer in their employ, to be submitted with the Pension and Benefit Plan payments herein provided. Such contributions shall be immediately paid by the Administrator to the I.U.O.E. Local 793 Trades Training Fund.
- 18.2
- a) A new Registered Apprentice entering the industry who has taken pre-employment training at the Training Institute will work for their first one thousand (1,000) hours at fifty percent (50%) of the current base rate for the machine which they are operating.
 - b) When a Registered Apprentice has completed their first one thousand (1,000) hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Registered Apprentice will be employed for the next one thousand (1,000) hours at seventy percent (70%) of the current base rate for their classification.
 - c) When a Registered Apprentice has completed two thousand (2,000) hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Registered Apprentice will be employed for the next one thousand (1,000) hours at eighty-five percent (85%) of the current base rate for their classification.

d) After completion of three thousand (3,000) hours of on-the-job training and all related training as from time to time specified by the Training Fund, the Registered Apprentice will then fit into the work force at the rate of pay provided for in the Collective Agreement.

e) Employers shall request Registered Apprentices through the Union District offices who, in turn, will notify the Training Institute at Morrisburg, Ontario. All dispatching of Registered Apprentices shall be done from the appropriate Union District office under the direction of the Training Trust.

f) The Employer may request a Trainee to be dispatched as a new Employee in accordance with **Article 3.5** or hired in accordance with **Article 3.6**. The Union shall not unreasonably deny such requests. The Union shall provide upon mutual agreement with the Employer written notice of the duration of the training period, the applicable hourly rate and total package to the new Trainee and the Employer for their records. This Article does not apply to Registered Apprentices which are covered by **Article 18**.

18.3 Ratio of Registered Apprentices and/or Trainees

a) Employers who employ one (1) Registered Apprentice shall be entitled to request by name one (1) additional person from the Union “out of work” list.

b) Employers who employ two (2) Registered Apprentices shall be entitled to request by name two (2) additional persons from the Union “out of work” list.

c) No Employer shall exceed a ratio of one (1) Registered Apprentice and/or Trainee for six (6) journeyman operators in their employ or as authorized in writing by the Union.

18.4 Recall of Registered Apprentices and/or Trainees

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

18.5 Each Registered Apprentice will be required to keep a daily work record with each Employer, and a copy will be supplied to the Training Institute every thirty (30) days. Failure to do so may result in disciplinary action by the Training Fund.

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

ARTICLE 19 – WAGES, CLASSIFICATIONS, ZONE MAP, LIST OF CONTRACTORS

19.1 The parties agree that the following Schedules attached hereto are incorporated into and form part of this Collective Agreement:

SCHEDULE “A” Wage Rates and Classifications

SCHEDULE “B” Zone and Travel Map

ARTICLE 20 – DURATION OF AGREEMENT

20.1 This Agreement shall become effective January 1st, 2026 and shall continue in effect until the 31st day of December, 2028 and shall remain in force and effect from year to year thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within ninety (90) days before the 31st day of December 2028 or in a like period in any year hereafter.

Where a particular clause, Article or provision contained within this Agreement works a hardship on either party during the life of this Agreement, the parties shall meet and may amend, add, or delete such clause, Article or provision and such Agreement will form part of this Agreement commencing from the effective date.

IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and/or representatives of both parties affix their signatures and seal this 16th day of April, 2026.

ON BEHALF OF:

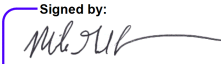
**LONDON SEWER & WATERMAIN, CURB
GUTTER & SIDEWALK CONTRACTORS
ASSOCIATION**

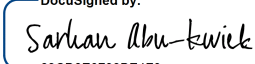
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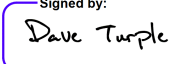
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Signature (1) Justin DeMelo
L-82 Construction Ltd.
justindemelo@l82construction.ca

ON BEHALF OF:

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

Signed by:

632216FD79D048F...
Mike Gallagher, Business Manager

DocuSigned by:

69CD8E0799BE4E0...
Signature (2) Sarhan Abu-Kwiek
J-Aar Civil Infrastructures Limited
sabukwiek@j-aar.com

Signed by:

80FA41B0AA2149E...
Dave Turple, President

DocuSigned by:

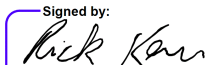
11A408E34C164FE...
Signature (3) Brandon Haasen
Blue-Con Inc.
bhaasen@bluecon.on.ca

DocuSigned by:

D84A5A5354D3419...
Mike Scott, Vice-President

Signed by:

681917F8A994447...
Signature (4) Fred Fortese
JNF Concrete Ltd.
fred@jnfreadymix.com

Signed by:

126DF7E26893423...
Rick Kerr, Treasurer

Signed by:

Kevin VanBree

847C5B590050459...

Signature (5) Kevin VanBree
Birnam Excavating Ltd.
kevin@birnam.ca

Signed by:

Steve Booze

E2DF699A4610426...

Steve Booze, Recording-Corresponding Secretary

DocuSigned by:

Chris Brekelmans

D4DDE619C94149F...

Signature (6) Chris Brekelmans
Bre-Ex Ltd.
chris@bre-ex.com

Signed by:

Kelly Burla

FC990940C54B47C...

Recommended By:
Kelly Burla, Business Representative

DocuSigned by:

Phil Goncalves

3106992C4CE5406...

Signature (7) Phil Goncalves
AutoForm Contracting London Ltd.
phil@autoform.ca

Signed by:

Dana Jones

24FB8CD064F6A4B7...

Recommended By:
Dana Jones, Business Representative

DocuSigned by:

Brad DeCourcy

F40E20DDAB224A3...

Signature (8) Brad DeCourcy
Elgin Construction
brad@elginconstruction.net

SCHEDULE “A”

- 1.1** The minimum basic wage rates for Employees performing work covered by this Agreement shall be in accordance with the following schedule of work classifications and wage rates. These work classifications are defined to establish wage rates for personnel covered by this Agreement when working in these classifications and all similar equipment working on land and water.

It is understood and agreed that the implementation of the following wage schedule shall not result in the reduction of the hourly rate of any present Employee. The rate of wages shall be effective on dates indicated.

- 1.2** Where a “Working Foreperson” is hired, they shall be paid \$1.00 per hour over the highest classification they are supervising.

Clarification: If a member of Local 793 is assigned work on a Vacuum Truck/Hydro Excavator or Flusher/Camera Truck they shall be paid in accordance with **Classification 1.2 d).**

- a)** Engineers operating: hydraulic excavators for the purposes of mainline excavations, re-construction, foundation/grade work; clams; cranes; draglines; piledrivers; derricks; ladder-type trenching machines; pitman type trucks lifting capacity over 10 tons; gradalls; caisson boring machines and mobile cranes; feller buncher; graders on fine grade; trim dozer and loaders (final grade);

DATE	WAGE RATE	VAC. PAY	BENEFITS		PENSION PLAN	SUB-TOTAL PKG. Per Article 3.3 c)	TRAINING FUND		DE NOVO	TOTAL PKG.	ASSOC. FUND
			BEN. PLAN	SUB. PLAN			LOCAL 793	NAT'L			
Apr 1, 2026	\$44.07	\$4.41	\$6.11	\$0.36	\$5.65	\$60.60	\$0.77	\$0.05	\$0.05	\$61.47	\$0.04
Jan 1, 2027	\$45.25	\$4.53	\$6.21	\$0.36	\$5.90	\$62.25	\$0.84	\$0.05	\$0.05	\$63.19	\$0.04
Jan 1, 2028	\$46.29	\$4.63	\$6.31	\$0.36	\$6.15	\$63.74	\$0.91	\$0.05	\$0.05	\$64.75	\$0.04

- b)** Engineers operating: portable air compressors; batching plants; diesel or gas driven portable generators; concrete mixers 1 cu. Metre or over; all types of dewatering systems; pumps 6” or over; pitman type trucks lifting capacity 10 tons and under;

DATE	WAGE RATE	VAC. PAY	BENEFITS		PENSION PLAN	SUB-TOTAL PKG. Per Article 3.3 c)	TRAINING FUND		DE NOVO	TOTAL PKG.	ASSOC. FUND
			BEN. PLAN	SUB. PLAN			LOCAL 793	NAT'L			
Apr 1, 2026	\$43.58	\$4.36	\$6.11	\$0.36	\$5.65	\$60.06	\$0.77	\$0.05	\$0.05	\$60.93	\$0.04
Jan 1, 2027	\$44.76	\$4.48	\$6.21	\$0.36	\$5.90	\$61.71	\$0.84	\$0.05	\$0.05	\$62.65	\$0.04
Jan 1, 2028	\$45.80	\$4.58	\$6.31	\$0.36	\$6.15	\$63.20	\$0.91	\$0.05	\$0.05	\$64.21	\$0.04

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

DATE	WAGE RATE	VAC. PAY	BENEFITS		PENSION PLAN	SUB-TOTAL PKG. Per Article 3.3 c)	TRAINING FUND		DE NOVO	TOTAL PKG.	ASSOC. FUND
			BEN. PLAN	SUB. PLAN			LOCAL 793	NAT'L			
Apr 1, 2026	\$43.42	\$4.34	\$6.11	\$0.36	\$5.65	\$59.88	\$0.77	\$0.05	\$0.05	\$60.75	\$0.04
Jan 1, 2027	\$44.60	\$4.46	\$6.21	\$0.36	\$5.90	\$61.53	\$0.84	\$0.05	\$0.05	\$62.47	\$0.04
Jan 1, 2028	\$45.64	\$4.56	\$6.31	\$0.36	\$6.15	\$63.02	\$0.91	\$0.05	\$0.05	\$64.03	\$0.04

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

DATE	WAGE RATE	VAC. PAY	BENEFITS		PENSION PLAN	SUB-TOTAL PKG. Per Article 3.3 c)	TRAINING FUND		DE NOVO	TOTAL PKG.	ASSOC. FUND
			BEN. PLAN	SUB. PLAN			LOCAL 793	NAT'L			
Apr 1, 2026	\$43.18	\$4.32	\$6.11	\$0.36	\$5.65	\$59.62	\$0.77	\$0.05	\$0.05	\$60.49	\$0.04
Jan 1, 2027	\$44.36	\$4.44	\$6.21	\$0.36	\$5.90	\$61.27	\$0.84	\$0.05	\$0.05	\$62.21	\$0.04
Jan 1, 2028	\$45.40	\$4.54	\$6.31	\$0.36	\$6.15	\$62.76	\$0.91	\$0.05	\$0.05	\$63.77	\$0.04

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

DATE	WAGE RATE	VAC. PAY	BENEFITS		PENSION PLAN	SUB-TOTAL PKG. Per Article 3.3 c)	TRAINING FUND		DE NOVO	TOTAL PKG.	ASSOC. FUND
			BEN. PLAN	SUB. PLAN			LOCAL 793	NAT'L			
Apr 1, 2026	\$42.88	\$4.29	\$6.11	\$0.36	\$5.65	\$59.29	\$0.77	\$0.05	\$0.05	\$60.16	\$0.04
Jan 1, 2027	\$44.06	\$4.41	\$6.21	\$0.36	\$5.90	\$60.94	\$0.84	\$0.05	\$0.05	\$61.88	\$0.04
Jan 1, 2028	\$45.10	\$4.51	\$6.31	\$0.36	\$6.15	\$62.43	\$0.91	\$0.05	\$0.05	\$63.44	\$0.04

f) 1. Heavy duty mechanics:

DATE	WAGE RATE	VAC. PAY	BENEFITS		PENSION PLAN	SUB-TOTAL PKG. Per Article 3.3 c)	TRAINING FUND		DE NOVO	TOTAL PKG.	ASSOC. FUND
			BEN. PLAN	SUB. PLAN			LOCAL 793	NAT'L			
Apr 1, 2026	\$43.52	\$4.36	\$6.11	\$0.36	\$5.65	\$60.00	\$0.77	\$0.05	\$0.05	\$60.87	\$0.04
Jan 1, 2027	\$44.70	\$4.48	\$6.21	\$0.36	\$5.90	\$61.65	\$0.84	\$0.05	\$0.05	\$62.59	\$0.04
Jan 1, 2028	\$45.74	\$4.58	\$6.31	\$0.36	\$6.15	\$63.14	\$0.91	\$0.05	\$0.05	\$64.15	\$0.04

g) 2. Class “A” licensed mechanics:

DATE	WAGE RATE	VAC. PAY	BENEFITS		PENSION PLAN	SUB-TOTAL PKG. Per Article 3.3 c)	TRAINING FUND		DE NOVO	TOTAL PKG.	ASSOC. FUND
			BEN. PLAN	SUB. PLAN			LOCAL 793	NAT'L			
Apr 1, 2026	\$43.52	\$4.36	\$6.11	\$0.36	\$5.65	\$60.00	\$0.77	\$0.05	\$0.05	\$60.87	\$0.04
Jan 1, 2027	\$44.70	\$4.48	\$6.21	\$0.36	\$5.90	\$61.65	\$0.84	\$0.05	\$0.05	\$62.59	\$0.04
Jan 1, 2028	\$45.74	\$4.58	\$6.31	\$0.36	\$6.15	\$63.14	\$0.91	\$0.05	\$0.05	\$64.15	\$0.04

h) 3. Welder:

DATE	WAGE RATE	VAC. PAY	BENEFITS		PENSION PLAN	SUB-TOTAL PKG. Per Article 3.3 c)	TRAINING FUND		DE NOVO	TOTAL PKG.	ASSOC. FUND
			BEN. PLAN	SUB. PLAN			LOCAL 793	NAT'L			
Apr 1, 2026	\$43.27	\$4.33	\$6.11	\$0.36	\$5.65	\$59.72	\$0.77	\$0.05	\$0.05	\$60.59	\$0.04
Jan 1, 2027	\$44.45	\$4.45	\$6.21	\$0.36	\$5.90	\$61.37	\$0.84	\$0.05	\$0.05	\$62.31	\$0.04
Jan 1, 2028	\$45.49	\$4.55	\$6.31	\$0.36	\$6.15	\$62.86	\$0.91	\$0.05	\$0.05	\$63.87	\$0.04

i) Small tool repair:

DATE	WAGE RATE	VAC. PAY	BENEFITS		PENSION PLAN	SUB-TOTAL PKG. Per Article 3.3 c)	TRAINING FUND		DE NOVO	TOTAL PKG.	ASSOC. FUND
			BEN. PLAN	SUB. PLAN			LOCAL 793	NAT'L			
Apr 1, 2026	\$41.54	\$4.16	\$6.11	\$0.36	\$5.65	\$57.82	\$0.77	\$0.05	\$0.05	\$58.69	\$0.04
Jan 1, 2027	\$42.72	\$4.28	\$6.21	\$0.36	\$5.90	\$59.47	\$0.84	\$0.05	\$0.05	\$60.41	\$0.04
Jan 1, 2028	\$43.76	\$4.38	\$6.31	\$0.36	\$6.15	\$60.96	\$0.91	\$0.05	\$0.05	\$61.97	\$0.04

j) Apprentice mechanics and welders:

- 1 year - 60% of classification
- 2 year - 70% of classification
- 3 year - 80% of classification
- 4 year - 90% of classification

1.3 All mechanics, welders, servicepersons, and small tool repairers shall be paid a tool and clothing allowance of five cents (\$0.05) per hour for each hour worked.

SCHEDULE “B”



SCHEDULE “C”List of Contractors in accordance with **Article 1.2:**

291 Construction Ltd. C2675 Elgin Road DORCHESTER, ON N0L 1G6	Phone Fax Email	519 268-0291 519 268-8291 office@291construction.com
Aar-Con Excavating Corporation 10009 Longwoods Road DELAWARE, ON N6P 1P2	Phone Fax Email	519 652-2529 519 652-5029 office@aarconexcavating.com
All Season Excavating 8513 Churchill Line WATFORD, ON N0M 2S0	Phone Fax Email	519 777-4919 519 247-9921 lisa@allseasonexcavating.com
Amico Infrastructures Inc. 2199 Blackacre Drive OLDCASTLE, ON N0R 1L0	Phone Fax Email	519 737-1577 chris.mullin@amico.build
Autoform Contracting London Ltd. 611 Industrial Road LONDON, ON N5V 1V2	Phone Fax Email	519 457-7979 519 457-7990 phil@autoform.ca
Birnam Excavating Ltd. 7902 Birnam Line ARKONA, ON N0M 1B0	Phone Fax Email	519 282-1331 519 828-3459 kevin@birnam.ca
BKT Excavating Ltd. 627 Wright Street STRATROY, ON N7G 3H8	Phone Fax Email	226-721-1226 info@bktexcavating.com
Blue-Con Construction Inc. 1995 Crumlin Side Road LONDON, ON N5V 3B8	Phone Fax Email	519 659-2400 519 659-6289 bhaasen@bluecon.on.ca
Bre-Ex Limited 247 Exeter Road LONDON, ON N6L 1A5	Phone Fax Email	519 652-3225 519 652-3489 chris@bre-ex.com
Brent-Reg Construction Inc. 2787 Catherine Street DORCHESTER, ON N0L 1G0	Phone Fax Email	519 659-7744 519 451-3680 office@brentreg.com
Brian Trapp Contracting Ltd. 3105 Catherine Street DORCHESTER, ON N0L 1G4	Phone Fax Email	519 878-4140 briantrapp@ymail.com

Cassidy Construction Ltd.
133 Donnybrook Drive
DORCHESTER, ON N0L 1G6

Phone 519 268-1414
Fax
Email info@cassidyconstruction.ca

Dutton Drilling Inc.
29680 Celtic Line
DUTTON, ON N0L 1J0

Phone 519 671-1307
Fax
Email chris@duttondrilling.com

Edgar Excavating & Haulage Inc.
16448 Robins Hill Road
LONDON, ON N5V 5C3

Phone 519 859-1190
Fax
Email brendon@edgarexcavating.com

Elgin Construction Company Ltd.
140 Burwell Road
ST. THOMAS, ON N5P 3R8

Phone 519 631-5041
Fax 519 631-2591
Email brad@elginconstruction.net

Euro-Ex Construction
130 Housers Lane
WOODSTOCK, ON N5P 3R8

Phone 519 533-1688
Fax 519 533-0839
Email office@euroex.org

Fortese Concrete Ltd.
3681 Homewood Lane
LONDON, ON N6P 1K3

Phone 519 652-9615
Fax 519 652-3698
Email forteseconcrete@hotmail.com

G & D Excavating Inc.
2460 Hamilton Road
DORCHESTER, ON N0L 1G5

Phone 519 268-2424
Fax
Email sjmcmguire@bakertilly.ca

Harold Sutherland Construction Ltd.
2800 Thorold Townline Road
THOROLD, ON L2V 3Y8

Phone 905 227-4142
Fax
Email smitchell@walkerind.com

Hurricane Hydro Vac
2127 County Road #15
ESSEX ON N8M 2X6

Phone 519 726-4669
Fax 519 726-5812
Email shawn@hhdrovac.ca

In4Structure Ltd.
226 Boida Avenue
AYR, ON N0B 1E0

Phone 519 594-0151
Fax 519 620-7480
Email mark@in4structure.ca

J-AAR Civil Infrastructures Limited
3003 Page Street
LONDON, ON N5V 4J1

Phone 519 652-2104
Fax 519 652-9095
Email sabukwiek@j-aar.com

J. Franze Concrete Ltd.
4130 Brigham Road
LONDON, ON N6P 1P3

Phone 519 652-9488
Fax 519 652-0546
Email jfranze@skynet.ca

J.N.F. Concrete Ltd.

2045 River Road
LONDON, ON N0L 1S3

Phone 519 652-9506
Fax 519 652-9039
Email fred@jnfreadymix.com

KWS Electric Services Inc.

247 Exeter Road
LONDON, ON N6L 1A5

Phone 519 658-3225
Fax
Email kris@kwselectric.com

L-82 Construction Ltd.

A-2070 Huron Street
LONDON, ON N6E 3T8

Phone 519 649-1082
Fax 519 649-1096
Email justindemelo@l82construction.ca

Lavis Contracting Co. Limited

37462A Huron Road
CLINTON, ON N6E 3T8

Phone 519 482-3694
Fax
Email lavis@lavis.ca

Mobilecrush Inc.

22782 Nairn Road
KOMOKA, ON N0L 1R0

Phone 519 455-3532
Fax 519 455-6034
Email terry@mobilecrush.ca

NJS Construction Inc.

131 Thomas Street
Strathroy, ON N7G 2T5

Phone 519 652-8336
Fax 519 652-6424
Email kpottruff@njsconstruction.com

N. Piccoli Construction Ltd.

1933 Gore Road Unit #2
LONDON, ON N5W 6B9

Phone 519 473-9665
Fax 519 473-9676
Email officemgr@piccoliconstruction.com

Omega Contractors Inc.

4104 Breck Avenue
LONDON, ON N6L 1B5

Phone 519 652-6188
Fax 519 652-5568
Email tammyc@omegacontractors.ca

Oxford Civil Group

313 Tecumseh Street
WOODSTOCK, ON N4S 7W1

Phone 519 537-3524
Fax 519 537-2864
Email info@oxfordcivilgroup.com

Pachecos Contractors Ltd.

4206 Perkins Road
LONDON, ON N6L 1C2

Phone 519 652-5041
Fax 519 652-0891
Email cathy@pachecosltd.com

Pattyn Land Servicing

15915 Ilderton Road, RR #3
ILDERTON, ON N0M 2A0

Phone 519 617-0724
Fax
Email pattynlandscaping@gmail.com

PV-EX Construction Ltd.

27469 Marsh Line
DUTTON, ON N0L 1J0

Phone 519 652-4043
Fax 519 652-1054
Email info@pvexconstruction.com

Regional Sewer and Watermain Ltd.
1850 Whistle Bare Road
CAMBRIDGE, ON N1R 5S3

Phone 519 650-5151
Fax 519 650-5656
Email idy@regionalsewer.com

Riverside Concrete Forming
2940 Dingman Drive
LONDON, ON N6N 1G4

Phone 519 473-6984
Fax
Email vince@riversideforming.com

Richard Aarts Excavating
9045 Fletcher Road
LONDON, ON N6P 1G7

Phone 519 652-0591
Fax 519 652-9478
Email richaarts72@gmail.com

Ro-Buck Contracting Limited
2326 Fanshawe Park Road E.
LONDON, ON N5X 4A2

Phone 519 455-1108
Fax 519 455-8837
Email office@robuck.ca

R & V Construction Limited
34810 Saintsbury Line, RR #1
LUCAN, ON N0M 2J0

Phone 519 227-0771
Fax 519 227-1699
Email wblane7@gmail.com

Schouten Excavating
7908 Jariott Street
WATFORD, ON N0M 2S0

Phone 226 678-4715
Fax
Email calvin@schouten.ca

Select Excavating
3632 Irwin Road
MOSSLEY, ON N0L 1V0

Phone 519 269-3008
Fax 519 269-3001
Email admin@selectex.ca

Shawn Hansford Trucking & Excavating Inc.
2860 Gladstone Drive
MOSSLEY, ON N N0L 1V0

Phone 519 269-3532
Fax 519 269-9935
Email s.hansfordtrucking@outlook.com

Titan Group Construction Inc.
29845 Pioneer Line
DUTTON, ON N0L 1J0

Phone 519 762-2892
Fax 519 762-2528
Email info@titangroupconstruction.ca

Van Bree Drainage & Bulldozing Limited
7074 Nauvoo Road
WARWICK TOWNSHIP, ON N0N 1J4

Phone 519 828-3641
Fax 519 828-3006
Email paul@vanbree.ca

LETTER OF UNDERSTANDING

Between:

LONDON SEWER AND WATERMAIN, CURB, GUTTER AND SIDEWALK CONTRACTORS ASSOCIATION

-and-

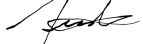
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 793

The Parties hereby acknowledge and agree as follows:

That notwithstanding **Article 10** and **Schedule “B”** of the Collective Agreement, the center of the travel radius may be amended, subject to approval from the Union and the Association, from “London City Hall” to the “Employer’s principle yard”, if such yard is located beyond forty (40) km’s from London City Hall, but within the Board area of the Collective Agreement.

IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and/or representatives of both parties affix their signature’s and seal this 16th day of April, 2026.

FOR THE ASSOCIATION:

DocuSigned by:

31EA7F5ECF29495...

Signature Justin DeMelo

Justin DeMelo

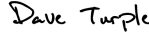
Print Name

FOR THE UNION:

Signed by:

532216FD70D04BF...

Mike Gallagher, Business Manager

Signed by:

06FA41B6AA2149E...

Dave Turple, President

DocuSigned by:

D84A5A5354D3419...

Mike Scott, Vice-President

Signed by:

126DE7E26893423...

Rick Kerr, Treasurer

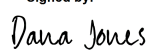
Signed by:

E2DFC09A4610426...

Steve Booze, Recording-Corresponding Secretary

Signed by:
Kelly Burla
FC990940C54B47C...

Recommended By:
Kelly Burla, Business Representative

Signed by:

24FBCD004F6A4B7...

Recommended By:
Dana Jones, Business Representative