

# COLLECTIVE AGREEMENT

- BETWEEN -

***ACCURATE RAILROAD CONSTRUCTION LIMITED***

(hereinafter referred to as the "Employer")

- AND -

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

(hereinafter referred to as the "Union")

Effective Date: December 1, 2025

Expiry Date: November 30, 2028

**WHEREAS** the Union and the Employer are desirous of establishing a form of standard collective agreement with respect to employees engaged in the Construction and Maintenance of Railroads within the Province of Ontario so as to provide uniform interpretation, application and administration of the relationship established.

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

**ARTICLE 1- DURATION OF AGREEMENT**

- 1.1** This Agreement shall become effective on December 1, 2025, and shall remain in effect until the 30th day of November, 2028, and shall be continued in force from year to year thereafter unless either party shall furnish the other with notice of termination of, or proposed revision of this Agreement not more than ninety (90) days before the 30th day of November, 2028, or in a like period in any year thereafter.

**ARTICLE 2- RECOGNITION**

- 2.1** The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer covered by the classifications set out in this Agreement, save and except non-working foremen and persons above that rank.
- 2.2** The Employer agrees to employ only members of the Union to operate, repair, maintain and service all equipment covered by the classifications in this Agreement and the Union agrees to give the Employer preference in supplying competent people for such work.
- 2.3** Where repairs are performed in the field by the Employer, this Agreement shall apply and the operator and oiler of the equipment under repair will assist with the service and such repair on the job site. In the event it is not possible to employ the operator and the oiler productively on such repairs they may be utilized on other work within the jurisdiction of this Agreement, but they shall not replace another operator or oiler.
- 2.4** Whenever the Employer actively engaged on operations other than Construction and Maintenance of Railroads, the appropriate Collective Agreements as established by the International Union of Operating Engineers, Local 793 shall apply.

**ARTICLE 3- UNION SECURITY**

- 3.1** The Employer shall first call the Union office whenever personnel covered by this Agreement are required. The Union shall attempt to supply such personnel as soon as reasonably possible.
- 3.2** All personnel hired shall be required to have a clearance card issued by the Union before they start to work unless other arrangements are made with the Union Dispatcher. Such clearance card will not be unreasonably withheld.
- 3.3** All employees working under this Agreement shall be or become members of the Union and maintain their membership in good standing or be replaced.
- 3.4** The Employer agrees to engage only those sub-contractors who are in contractual relations with the Union to perform work set out in the classifications of this Agreement.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.1** The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right without restriction, save and except such prerogatives of management as may be specifically modified by the terms and conditions of this Agreement.

Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

- a) to determine qualifications, classify, transfer, hire, direct, promote, demote, lay-off, discipline and discharge employees for just cause and to increase and decrease working forces, in accordance with the terms of this Agreement;
- b) to determine the materials to be used, design of the products to be handled, facilities and equipment required, scheduling of work and locations of equipment;
- c) to determine the rules and regulations to be observed by employees, violation of which may be cause for discipline and may include discharge.

**4.2** The Employer recognizes that the employee and the Union may have recourse through the grievance procedure if they feel that the Employer has exercised any of the foregoing rights, contrary to the terms of this Agreement, and further that the discipline and discharge shall only be exercised for just cause.

#### **ARTICLE 5 - GEOGRAPHICAL AREA**

**5.1** This Agreement shall be effective within the Province of Ontario.

#### **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, grievances, 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 Employer 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 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, including Article 7.

**6.5** If advantage of the provisions of Article 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 reopened.

**6.6** The Employer shall designate and name the official to whom a written grievance is to be submitted.

**6.7** It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his foreman or other supervisory personnel acting in this capacity. The 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 his grievance orally or in writing to the official of the Employer named by the Employer to handle grievances at this step. If a settlement satisfactory to the Union and employee concerned is not reached within five (5) full working days, a grievance may be presented as indicated in Step 2 at any time within five (5) full working days thereafter.

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

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

#### **ARTICLE 7-ARBITRATION**

**7.1** The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all of the steps of the grievance procedure outlined in Article 6 which has not been settled will, within fourteen (14) days of receiving an answer following the procedure outlined in Step 2, then be referred to a Board of Arbitration at the request of either of the parties.

**7.2** The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairman 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 Chairman within five (5) days of the notification mentioned above, the Minister of Labour of the Province of Ontario will be asked to appoint a Chairman.

**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, nor 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 expense of the Chairman.

#### **ARTICLE 8 - NO STRIKE, NO LOCKOUT**

**8.1** In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strike, picketing, slowdown, or stoppage of work, either complete or partial and the Employer agrees that during the term of this Agreement, there shall be no lockout.

**ARTICLE 9- UNION REPRESENTATION**

- 9.1** It is agreed that the Union may appoint one employee per shift per company project as Steward. The Union shall give the Employer written notice of such appointment and any changes from time to time. The Employer agrees that if notified in writing by the Union, the Steward may act as a company-wide Steward. Working foremen shall be excluded from this count.
- 9.2** The Union shall have the authority to appoint an alternate to act as Steward in the absence of the regular Steward.
- 9.3** The Steward shall be one of the last two employees covered under the terms of this agreement to remain working, provided the Steward is qualified, competent, and capable of performing the remaining work.
- 9.4** The Steward shall be one of the first two employees to be recalled to work under the terms of this agreement, provided the Steward is qualified, competent, and capable of performing the required work.
- 9.5** The Steward, where possible, will be responsible for reporting any complaints or grievances to the Employer and to the Union so that these may be dealt with in the proper manner and without undue delay in accordance with this agreement.
- 9.6** The Employer agrees that no discrimination shall be shown against any Steward for carrying out his duties.

**ARTICLE 10 - SAFETY, SANITATION AND SHELTER**

- 10.1** In co-operation with the Employer's overall program of accident control and prevention, the Job Steward or an employee shall report to the foreman for immediate investigation any alleged unsafe conditions, unsafe acts or violations for correction if required.
- 10.2** Employees shall be provided with adequate protection from falling material and other hazards on the job, in accordance with the appropriate safety acts. Adequately heated enclosures or cabs for employees operating equipment shall be provided where reasonably required.
- 10.3** Every employee shall, as a condition of employment, be required to wear an approved safety helmet and the Employer agrees that such helmets may be purchased from them at cost. When the Employer makes mandatory the wearing of a specific helmet, it will be released on a charge-out basis.
- 10.4** Every employee shall wear suitable protective footwear and clothing. The Employer agrees to provide to the employees whose hours are over 900 in the previous year, a protective clothing and boot allowance of \$675.00, period to commence on December 1st, per year. Other personal protective equipment required under abnormal conditions or during inclement weather will be supplied by the Employer.
- 10.5** The Employer, the employees and the Union agree to abide by the provisions of the appropriate safety act.
- 10.6** The Employer agrees to supply the necessary drinking water and proper sanitary facilities, which shall be maintained in a clean and sanitary condition by the employees and the Employer.
- 10.7** Suitable and adequately heated shelter for employees to eat their lunch shall be provided by the Employer with table and seating space, which shall be maintained in a clean and sanitary condition by the employees and the Employer.

- 10.8** a) In the event of a fire or theft resulting in the loss of clothing or tools, the Employer will replace such items at their actual value to a maximum of Three Hundred and Fifty Dollars (\$350.00) except as provided in (b) hereof, provided that such clothing and tools are kept in a place designated by the Employer. Such replacement is based on proof of loss being made by the Employer.
- b) Site mechanics are to file with their Employers at the commencement of a project a listing of their tools showing their valuation and the Employer's liability shall be limited to such listing and the depreciated value of such tools.
- 10.9** Operators of hoisting equipment shall disregard signals from anyone except competent signalmen.
- 10.10** An employee who is injured in the course of performing his duties and requires medical attention by a physician and is certified by one physician that he is unable to continue work shall be paid for his regularly assigned hours on the day of injury; otherwise, the employee shall be paid his regular wages for any lost time incurred that day. The Union and the Employer shall be notified immediately of a lost time injury to an employee.

#### **ARTICLE 11 - PAYMENT OF WAGES**

- 11.1** a) Wages shall be paid by cash, direct deposit, or cheque at the option of the Employer and no later than Thursday of each week, during working hours.
- b) Accompanying each payment of wages shall be a statement identifying both the Employer and the employee showing the hourly rate, total hours marked "regular" and "overtime", the total earnings, the amount of each deduction, the purpose thereof and the net earnings.
- c) When an employee is asked to forecast his hours of work for payroll purposes, the actual hours of work will be adjusted on the next pay period.
- 11.2** In the case of lay-off, 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 registered mail to his last known address within twenty-four (24) hours of the lay-off.
- 11.3** In the case of layoffs, all employees will receive one (1) hours' notice in advance. If the Employer fails to give the employee one (1) hours' notice in advance of lay-off, then the employee shall be paid an additional hour. When an employee quits a job, he/she shall give the Employer one (1) hours' notice.

#### **ARTICLE 12 - GENERAL**

- 12.1** The Employer agrees to notify the International Union of Operating Engineers, Local 793, 2245 Speers Rd., Oakville, Ontario L6L 6X8, of any contracts awarded and shall in such notice describe the location, nature and mileage of the proposed work and the probable date of commencement of such work, in order that a pre-job conference can be held before the start of the job at the request of either party.
- 12.2** It shall be the purpose of the pre-job conference to agree upon such matters as employment requirements, availability of Union members, probable duration of the job and any other matters related to the job. Minutes of the pre-job conference between the Employer and the Union shall be reduced to writing and exchanged between the parties.
- 12.3** It is agreed that all employees of the Employer will be permitted a rest break in each half of their respective shifts.
- 12.4** Employees shall be allowed ten (10) minutes to store tools and wash up.

**ARTICLE 13 - WAGES AND CLASSIFICATIONS**

**13.1**

1)

Engineers operating cranes, cranes, shovels, gradalls, backhoes, draglines, pile-drivers, mobile truck cranes including Gallion and Austin Western type, all power derricks, gantry cranes, caisson boring machines (over 25hp), mine hoist and all similar equipment working on land or water; locomotive engines, burro operator, overhead cranes, climbing, skyway type cranes, chimney hoist, multiple drum hoists, single drum hoist 'over twelve (12) stories', single drum hoist of manual friction and brake type and all similar equipment; and heavy duty mechanics.

DATE	WAGES	VAC. PAY	BENEFIT PLAN	PENSION PLAN	TOTAL WAGE PKG.	TRAIN. FUND	NAT. TRAIN. FUND	SUB-PLAN	ADV. DUES	DeNovo	TOTAL
01-Dec-24	\$47.72	\$4.77	\$5.50	\$5.50	\$63.49	\$0.24	\$0.05	\$0.36	\$0.40	\$0.02	\$64.56
01-Dec-25	\$48.98	\$4.90	\$5.60	\$5.60	\$65.08	\$0.31	\$0.05	\$0.36	\$0.50	\$0.05	\$66.35
01-Dec-26	\$50.27	\$5.03	\$5.70	\$5.70	\$66.70	\$0.35	\$0.05	\$0.36	\$0.50	\$0.05	\$68.01
01-Dec-27	\$51.60	\$5.16	\$5.80	\$5.80	\$68.36	\$0.39	\$0.05	\$0.36	\$0.50	\$0.05	\$69.71

2)

Air Tuggers used for installation of vessels, tanks, or machinery, and for steel erection; side booms on land or water, welders and man and material hoist, material hoist and single drum hoists twelve (12) stories and under not of a manual friction and brake type.

DATE	WAGES	VAC. PAY	BENEFIT PLAN	PENSION PLAN	TOTAL WAGE PKG.	TRAIN. FUND	NAT. TRAIN. FUND	SUB-PLAN	ADV. DUES	DeNovo	TOTAL
01-Dec-24	\$47.42	\$4.74	\$5.50	\$5.50	\$63.16	\$0.24	\$0.05	\$0.36	\$0.40	\$0.02	\$64.23
01-Dec-25	\$48.67	\$4.87	\$5.60	\$5.60	\$64.74	\$0.31	\$0.05	\$0.36	\$0.50	\$0.05	\$66.01
01-Dec-26	\$49.95	\$5.00	\$5.70	\$5.70	\$66.35	\$0.35	\$0.05	\$0.36	\$0.50	\$0.05	\$67.66
01-Dec-27	\$51.27	\$5.13	\$5.80	\$5.80	\$68.00	\$0.39	\$0.05	\$0.36	\$0.50	\$0.05	\$69.35

3)

Bullmoose type of equipment, 5-ton capacity or over, high pressure steam boilers, temporary steam plants, Prentice Loader, pitman type hydraulic cranes under 10 tons on land or water, pallet loader.

DATE	WAGES	VAC. PAY	BENEFIT PLAN	PENSION PLAN	TOTAL WAGE PKG.	TRAIN. FUND	NAT. TRAIN. FUND	SUB-PLAN	ADV. DUES	DeNovo	TOTAL
01-Dec-24	\$47.27	\$4.73	\$5.50	\$5.50	\$63.00	\$0.24	\$0.05	\$0.36	\$0.40	\$0.02	\$64.07
01-Dec-25	\$48.51	\$4.85	\$5.60	\$5.60	\$64.56	\$0.31	\$0.05	\$0.36	\$0.50	\$0.05	\$65.83
01-Dec-26	\$49.79	\$4.98	\$5.70	\$5.70	\$66.17	\$0.35	\$0.05	\$0.36	\$0.50	\$0.05	\$67.48
01-Dec-27	\$51.11	\$5.11	\$5.80	\$5.80	\$67.82	\$0.39	\$0.05	\$0.36	\$0.50	\$0.05	\$69.17

4)

Boom Trucks, High Rail Boom Trucks, Bulldozers, tractors, scrapers, graders, rock trucks, overhead and front-end loaders, industrial tractors with excavating attachments, trenching machines and all similar equipment, concrete pumps and pumpcretes.

DATE	WAGES	VAC. PAY	BENEFIT PLAN	PENSION PLAN	TOTAL WAGE PKG.	TRAIN. FUND	NAT. TRAIN. FUND	SUB-PLAN	ADV. DUES	DeNovo	TOTAL
01-Dec-24	\$47.12	\$4.71	\$5.50	\$5.50	\$62.83	\$0.24	\$0.05	\$0.36	\$0.40	\$0.02	\$63.90
01-Dec-25	\$48.36	\$4.84	\$5.60	\$5.60	\$64.40	\$0.31	\$0.05	\$0.36	\$0.50	\$0.05	\$65.67
01-Dec-26	\$49.63	\$4.96	\$5.70	\$5.70	\$65.99	\$0.35	\$0.05	\$0.36	\$0.50	\$0.05	\$67.30
01-Dec-27	\$50.94	\$5.09	\$5.80	\$5.80	\$67.63	\$0.39	\$0.05	\$0.36	\$0.50	\$0.05	\$68.98

5)

Batching and crushing plants, pump 6" discharge or over, well point systems and all similar systems, concrete mixers 1 cu. yd. and over, gas diesel or stem driven generators over 50 hp. (portable), fork lifts over 8' lifting height, air tuggers except those in Group I, caisson boring machines (25 hp and under), and drill rigs, portable air compressors in excess of 210 C.F.M. for piston or 250 C.F.M. for rotary types or 2 more 125 C.F.M. for rotary types in a group.

DATE	WAGES	VAC. PAY	BENEFIT PLAN	PENSION PLAN	TOTAL WAGE PKG.	TRAIN. FUND	NAT. TRAIN. FUND	SUB-PLAN	ADV. DUES	DeNovo	TOTAL
01-Dec-24	\$47.07	\$4.71	\$5.50	\$5.50	\$62.78	\$0.24	\$0.05	\$0.36	\$0.40	\$0.02	\$63.85
01-Dec-25	\$48.31	\$4.83	\$5.60	\$5.60	\$64.34	\$0.31	\$0.05	\$0.36	\$0.50	\$0.05	\$65.61
01-Dec-26	\$49.58	\$4.96	\$5.70	\$5.70	\$65.94	\$0.35	\$0.05	\$0.36	\$0.50	\$0.05	\$67.25
01-Dec-27	\$50.89	\$5.09	\$5.80	\$5.80	\$67.58	\$0.39	\$0.05	\$0.36	\$0.50	\$0.05	\$68.93

6) ☒

A-frames, rollers on grade work, bullmoose type of equipment under 5-ton capacity, truck crane driver oilers, forklifts 8' lifting height and under, driver mounted compaction units, multiple stage concrete conveyors, firemen and attendants for forced air, gas or oil burning temporary heating units of 500,000 B.T.U. or over per hour or 5 or more on the same job site. Grader Operator "B", Asphalt Roller "A", Boiler Fireman (without papers):

DATE	WAGES	VAC. PAY	BENEFIT PLAN	PENSION PLAN	TOTAL WAGE PKG.	TRAIN. FUND	NAT. TRAIN. FUND	SUB-PLAN	ADV. DUES	DeNovo	TOTAL
01-Dec-24	\$46.27	\$4.63	\$5.50	\$5.50	\$61.90	\$0.24	\$0.05	\$0.36	\$0.40	\$0.02	\$62.97
01-Dec-25	\$47.48	\$4.75	\$5.60	\$5.60	\$63.43	\$0.31	\$0.05	\$0.36	\$0.50	\$0.05	\$64.70
01-Dec-26	\$48.74	\$4.87	\$5.70	\$5.70	\$65.01	\$0.35	\$0.05	\$0.36	\$0.50	\$0.05	\$66.32
01-Dec-27	\$50.03	\$5.00	\$5.80	\$5.80	\$66.63	\$0.39	\$0.05	\$0.36	\$0.50	\$0.05	\$67.98

7)

Snow Removal.

DATE	WAGES	VAC. PAY	BENEFIT PLAN	PENSION PLAN	TOTAL WAGE PKG.	TRAIN. FUND	NAT. TRAIN. FUND	SUB-PLAN	ADV. DUES	DeNovo	TOTAL
01-Dec-24	\$45.47	\$4.55	\$5.50	\$5.50	\$61.02	\$0.24	\$0.05	\$0.36	\$0.40	\$0.02	\$62.09
01-Dec-25	\$46.66	\$4.67	\$5.60	\$5.60	\$62.53	\$0.31	\$0.05	\$0.36	\$0.50	\$0.05	\$63.80
01-Dec-26	\$47.89	\$4.79	\$5.70	\$5.70	\$64.08	\$0.35	\$0.05	\$0.36	\$0.50	\$0.05	\$65.39
01-Dec-27	\$49.15	\$4.92	\$5.80	\$5.80	\$65.67	\$0.39	\$0.05	\$0.36	\$0.50	\$0.05	\$67.02

8) ☒

Railway machine operator/intermittent front-end loader operator.

DATE	WAGES	VAC. PAY	BENEFIT PLAN	PENSION PLAN	TOTAL WAGE PKG.	TRAIN. FUND	NAT. TRAIN. FUND	SUB-PLAN	ADV. DUES	DeNovo	TOTAL
01-Dec-24	\$44.00	\$4.40	\$5.50	\$5.50	\$59.40	\$0.24	\$0.05	\$0.36	\$0.40	\$0.02	\$60.47
01-Dec-25	\$45.15	\$4.52	\$5.60	\$5.60	\$60.87	\$0.31	\$0.05	\$0.36	\$0.50	\$0.05	\$62.14
01-Dec-26	\$46.34	\$4.63	\$5.70	\$5.70	\$62.37	\$0.35	\$0.05	\$0.36	\$0.50	\$0.05	\$63.68
01-Dec-27	\$47.57	\$4.76	\$5.80	\$5.80	\$63.93	\$0.39	\$0.05	\$0.36	\$0.50	\$0.05	\$65.28

- 9) Oilers, mechanics helpers, pump operators under 6" discharge where three (3) or more pumps are employed on the same job site.

<b><u>OVER 2YEARS</u></b>	<b>80% of Class 1 rates</b>
<b><u>2<sup>ND</sup> YEAR</u></b>	<b>65% of Class 1 rates</b>
<b><u>1<sup>ST</sup> YEAR</u></b>	<b>50% of Class 1 rates</b>

- a) Equipment in Classification, which is over 1-3/4 cu. yd. capacity, is to be manned by one engineer and one apprentice. Other shovel and crane type equipment in Classification I shall carry one apprentice for any two (2) units on the same site in addition to the engineer.
- b) Mobile truck cranes, to be manned by an engineer and a driver except for 'self-propelled' types and hydraulic cranes under twenty-five (25) tons where only an engineer is required; however, where a driver is required on such hydraulic cranes, he shall be a member of the Union.
- c) Effective on the date hereof, working foremen to receive a minimum of one dollar (\$1.00) per hour above the Class I rate.
- d) Rates for new types of equipment under the jurisdiction of the International Union of Operating Engineers, not appearing in the wage schedule, shall be classified, and agreed on by a committee of the Union and the Employer, within thirty (30) days of being placed in operation.
- e) Where an engineer is required to hold a Stationary License to operate stationary steam or air power plant requiring a rating higher than 3rd class, he shall be paid Class 2 rates.
- f) Where employees are required to ride in company vehicles other than cranes in cold weather, such vehicles shall be adequately heated.
- g) Repair manuals will be made available where necessary.
- h) A night shift premium of One Dollar and Seventy-Five Cents (\$1.75) will apply to all hours worked between 21:00 pm and 5:00 am.

#### **ARTICLE 14 - HOURS OF WORK**

##### **14.1 Railroad Construction & GO Maintenance Group**

- a) The standard workday for employees working under this section of this Agreement shall not be more than ten (10) hours per day, Monday through Friday, at straight time rates.
- b) Any work performed in excess of the standard hours referred to in (a) above shall be deemed to be overtime work.
- c) Time and one-half (1-1/2) the regular day shift rate shall be paid for all overtime worked, Monday to Friday inclusive and on Saturday, except that an employee may be required to work until 12 o'clock noon on Saturday at straight time when the employee has not worked forty (40) hours that week Monday to Friday due to inclement weather.
- d) All work performed on Sundays and on Holidays shall be paid for at double (2x) the regular day shift rate.
- e) Notwithstanding any other provisions in this Agreement, snow removal will be performed at straight time rates.

- f) **Production Gang Work:** 'Production Gang Work' is work that is performed under this agreement on an operating railway such as CN, CP, GO, OVR, etc.

**Hours of Work**

It is agreed that production gang work may either be performed using the standard hours of work set out in the Collective Agreement or by using the following modified provisions with respect to hours of work and overtime.

Standard hours of work for a two (2) week work cycle of ten (10) hours per day for (10) continuous days followed by four (4) days off. The ten (10) continuous days shall consist in the first week of Tuesday through Saturday inclusive and in the second week Sunday through Thursday inclusive. Overtime shall be paid at the rate of 1½ times the employee's regular rate for hours worked outside their regular hours. Overtime at the rate of two (2) times the employee's regular straight time rate will be paid for hours worked in the last two days off in the two-week work cycle. In addition, employees working this two-week work cycle shall receive a shift premium of \$0.50 an hour for all hours worked on the ten days on four days off shift.

- g) **Maintenance Work:**

It is agreed that maintenance work will be performed with the following modified provisions with respect to hours of work and overtime:

Standard hours of work will consist of four (4) continuous days of twelve (12) hours per day followed by four (4) days off. Of the twelve (12) hours per day, ten (10) will be paid at straight time and all other hours at time and a half (1½) the regular hourly rate. All hours worked outside of the regular four (4) day work cycle will be paid at time and a half (1½).

**ARTICLE 15- REPORTING TIME**

**15.1 Railroad Construction**

- a) Any employee who reports as usual on any day for work under this provision, unless directed not to report the previous day by his Employer, shall receive a minimum of four (4) hours' pay and shall remain at other work of his craft if requested by the Foreman.
- b) It is agreed that the above arrangements for reporting times do not apply when conditions in (c) below prevail.
- c) **Inclement Weather**

Two (2) hours' pay together with travelling expenses, whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for four (4) hours after his designated starting time. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day. If an employee is directed to work and commences to work, paragraph 15.1(a) shall apply.

**ARTICLE 16- BOARD AND TRAVEL**

- 16.1** Daily transportation in a company vehicle is provided from the company yard or an assembly point to the work location and return each day. Employees travelling in a company vehicle to an out-of-town job will be provided with a travel allowance to the job at the start of the job and return at the end of the job. This allowance will not be paid to employees returning home on weekends in a company vehicle, prior to the completion of such out-of-town jobs.

Daily travel will be paid at the applicable rate of pay for time spent travelling to and from the job location. This travel allowance will be paid for all time in excess of one half (1/2) hour each way.

- 16.2 When an employee is required by his Employer to work out of town, and to be away from his normal place of residence overnight, such employees shall be provided with suitable sleeping accommodation and a per day meal allowance as described below.

	Dec. 1, 2025	Dec. 1, 2026	Dec. 1, 2027
<b>Breakfast</b>	\$13.00	\$13.00	\$13.00
<b>Lunch</b>	\$18.00	\$19.00	\$20.00
<b>Dinner</b>	\$32.00	\$32.00	\$32.00

- 16.3 If an employee uses his own vehicle to travel to a jobsite, he shall be paid Seventy-Two Cents (0.72¢) per kilometer. If an employee uses his own vehicle for out-of-town jobs, he shall be paid Seventy-Two Cents (0.72¢) per kilometer at the start of the job and return at the end of the job.
- 16.4 Employer shall provide a meal allowance of Eighteen Dollars (\$18.00) or a free hot meal to any employee after twelve (12) hours of work.

**ARTICLE 17-HOLIDAYS AND VACATION PAY**

- 17.1 All work performed on the following holidays shall be paid for at double (2x) the regular day shift rate:

<b>New Years Day</b>	<b>Good Friday</b>	<b>Victoria Day</b>
<b>Dominion Day</b>	<b>Civic Holiday</b>	<b>Labour Day</b>
<b>Thanksgiving Day</b>	<b>Christmas Day</b>	<b>Boxing Day</b>
<b>Family Day</b>		

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

- 17.2 Vacation and Statutory Holiday Pay for all employees covered by this Agreement shall be paid weekly on the basis of five percent (5%) Vacation Pay and five percent (5%) Statutory Holiday Pay.

**ARTICLE 18 - BENEFIT, PENSION AND SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN CONTRIBUTIONS**

- 18.1 Effective **December 1, 2025**, the Employer shall contribute in total:

**Eleven Dollars and Twenty Cents (\$11.20)** per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan"), Supplementary Unemployment Benefit Plan (the "SUB 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.

It is agreed that Employers shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan, SUB 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, SUB Plan, and the Pension Plan, as set out in Appendix "A" of this Agreement.

Effective **December 1st, 2026**, this amount shall increase to **Eleven Dollars and Forty Cents (\$11.40)** for each hour earned by each employee covered by this Agreement.

Effective **December 1st, 2027**, this amount shall increase to **Eleven Dollars and Sixty Cents (\$11.60)** for each hour earned by each employee covered by this Agreement.

- 18.1**
- a) 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.
  - b) In the event an Employer fails to remit any contributions, deductions or remittances for the Health Plan, SUB Plan, the Pension Plan, dues, fees, assessments and working dues 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.
  - c) 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.
  - d) If the Employer does not submit the certified audited statement as per **Article 18.2 (c)** 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.
  - e) Where the Trustees appoint an auditor the cost shall be borne by the appropriate plan.

**18.2** In the event such audit reveals that the Employer has failed to remit contributions in accordance with the provisions of this Agreement, the Employer shall, within five (5) days of receipt of written notice from the Trustees, remit all outstanding contributions together with any liquidated damages required under the terms of **Article 18.2 (b)** above and completed supporting contribution report forms as required by the Plan.

**18.3** When the Employer fails to remit all delinquent contributions, the provisions of **Article 18.2 (b)** shall apply and the Union on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employer under Section 124 of the Labour Relations Act of Ontario. All costs of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.

**18.4** Where the Union has taken prior proceedings and obtained a decision against the Employer for delinquent contributions, deductions or remittances, the Union may require the Employer to post a cash bond or certified cheque not to exceed Twenty Thousand Dollars (\$20,000.00) to be held in trust by the trustees for a period to be determined by the Trustees. In the event that the 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 to its original amount or post a 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.

**18.5** If the Employer does not have any employees in his employ, he shall submit a nil report in accordance with the provisions of **Article 18.2**.

**18.6** **Employer DeNovo Treatment Centre Contribution:**

The Employer shall contribute Five Cents (\$0.05) per hour 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.

**18.7**

**Supplementary Unemployment Benefit Plan:**

The Parties have agreed to the establishment of a Supplementary Unemployment Benefit (“SUB Plan”) in order to provide certain monetary benefits to members who become unemployed and otherwise qualify under the terms of the SUB Plan. The parties agree that the contributions made by the Employer shall be a combination of monies redirected from the Health Benefit Plan to the SUB Plan and a portion of the negotiated wage increase which members wish to redirect to the SUB Plan as follows:

- a) December 1, 2025 - \$0.36 per hour earned  
December 1, 2026 - \$0.36 per hour earned  
December 1, 2027 - \$0.36 per hour earned
- b) The Parties agree the SUB Plan shall established, managed, operated, and administered solely by the Trustees of the SUB Plan and that nothing herein shall be construed to make the Association, or any individual Employer bound to the Collective Agreement, an insurer or provider of SUB Plan benefits. The financial obligation of the Association and any individual Employer bound to the Collective Agreement is entirely fulfilled by making the contributions herein. The Association or any individual Employer bound to the Collective Agreement shall not be liable to any employee or the Union for SUB Plan top-up payments.
- c) The Union confirms that it has properly registered approval of the SUB Plan with both the Canada Revenue Agency and Service Canada. The Union will be responsible for obtaining any further approval required to renew the SUB Plan with both the Canada Revenue Agency and Service Canada. Upon request, the Union will provide the Employer with proof of registration of the SUB Plan with Service Canada and / or the Canada Revenue Agency.
- d) The Parties agree any issue concerning the SUB Plan (including but not limited to eligibility to participate in, 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 members and the Trustees of the SUB Plan. The association or any individual Employer bound to the Collective Agreement shall not be requested or required to participate in any such dispute.
- e) No individual Employer bound to the Collective Agreement shall be asked, require, or permitted to sign a participation agreement, without the express written consent of the Association.
- f) Any duty, obligation or requirement in the SUB Plan including but not limited to procedures for individual Employers to remit contributions to the SUB Plan and penalties for failing to do the same, shall be unenforceable against the Association and individual Employers bound to the Collective Agreement. This includes but is not limited to the deadlines for contributions remittances, procedures for remitting contributions, the powers of the Union and/or Trustees to request documents from Employers and to perform audits of individual Employers, charge interest, liquidated damages and any other penalty that may be imposed on Employers for failing to remit contributions. The provisions of the Collective Agreement, no such power on the part of the Union can be inferred despite the provisions of the SUB Plan.
- g) The Union agrees to save harmless and indemnify the Association, and any individual Employer bound to the Collective Agreement, from and against any claim, charge, tax penalty or demand which may be made by the Canada Revenue Agency regarding the obligation to pay income tax, a charge, a tax, or a penalty under any law including, but not limited to, the Income Tax Act (Canada), in respect of any amount paid to a member under the SUB Plan, and in a respect of any claim, 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 applicable statutes and regulations with respect to any amount paid to a member under the SUB Plan.
- h) Upon request, the Union agrees to provide the Association with a copy of the SUB Plan. In the event that the Union amends the terms of the SUB Plan or terminates the SUB Plan at any time, The Association shall be provided with notice, in writing, no later than 30 days prior to the effective date of the amendment or termination.

**18.8**

**Group Legal Plan**

It is understood and agreed that twelve dollars (\$12.00) per month (or such other amount as may 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.

**18.9 Working Pensioners**

For bargaining unit employees who are in receipt of a pension from 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.

**ARTICLE 19 - DUES CHECK-OFF**

- 19.1 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 annual assessments from the employee's pay.

The regular monthly Union dues shall be deducted from each employee on the first pay period of each month.

The Union shall notify the Employer of the amounts and any changes thereto of the above-mentioned deductions.

- b)** All dues, fees, and assessments so deducted shall be remitted together with Pension and/or Benefit contributions as set out in this Agreement on or before the 15th day of the month following the month in which such deductions were made. The Employer shall, when making all remittances to the Union, identify employees both by name and Social Insurance Number and indicate the amount deducted from each employee.

- c) Working Dues Check-Off**

The Employer agrees to deduct from each employee in the bargaining unit, Working Dues at the rate of two percent (2%) of the employee's total monetary package, which includes the hourly rate, vacation pay, health plan and pension plan contributions set out in this Agreement, per hour earned.

Such deductions shall be forwarded along with the remittances required under Articles 18.2 and 18.3 and supporting information shall be as required by the Trustees on the Reporting Forms. Such deductions shall be immediately paid to the Union by the administrator of the plans.

- d) Advancement Dues**

Effective December 1, 2025, the Employer shall deduct fifty cents (\$0.50) per hour for each hour earned by each employee covered by this Agreement for Advancement Fund Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Collective Agreement.

- e) Defense Assessment**

All employees working under this agreement shall have their Defense Assessment deducted from their first Pay of each calendar year and remitted to the union on the next scheduled remittance. The amount of Thirty Dollars (\$30.00) will be identified or labelled "Defense Assessment" when remitted.

**ARTICLE 20- INTERNATIONAL TRAINING FUND**

- 20.1** The Employer shall contribute the sum of five cents (\$0.05) per hour earned by each employee covered by this Agreement, as the Employer's contribution to a mutually trusteeed International Training Fund for the duration of the Collective Agreement.

**ARTICLE 21-TRAINING/EDUCATION**

- 21.1 The Union and the Employer agree to maintain and recognize the I.U.O.E., Local 793 Training Trust Fund (Training Fund).
- 21.2 The Employer shall contribute Thirty-One Cents (\$0.31) per hour to the Training Fund for each hour earned by each employee in his employ, to be submitted with the Pension and Health Fund payments herein provided, and to be remitted to the Training Fund for the purpose of developing and implementing programs established by the Training Fund.  
  
Effective December 1, 2026, the Employer shall contribute the sum of Thirty-Five cents (\$0.35) per hour for each hour earned by each employee covered by this Agreement, as the Employers contribution to a mutually trusted Training Fund.  
  
Effective December 1, 2027, the Employer shall contribute the sum of Thirty-Nine cents (\$0.39) per hour for each hour earned by each employee covered by this Agreement, as the Employers contribution to a mutually trusted Training Fund.
- 21.3 Time spent by an employee in training, instruction, and/or education that they are directed to participate in by their employer or is otherwise required by the employer, by statute, or by regulation and may be necessary for an employee to continue performing the duties of their job, or may be necessary before an employee can be recalled to work, shall constitute hours worked for which an employee will be compensated pursuant to the terms of this Agreement.

**ARTICLE 22 - JOINT BARGAINING**

- 22.1 Subject to *Section 53.1 of the Labour Relations Act* and **Article 1.1** of this Agreement, the Union may request a joint meeting of all Employers bound to the same terms and conditions of the Agreement and such request shall conform to Sections 15 and 16 of the Labour Relations Act.

DATED ON 3/5/2026 | 8:51:50 AM EST

SIGNED ON BEHALF OF:  
**ACCURATE ROAD CONSTRUCTION LIMITED**

DocuSigned by:  
*Adam McMurtrie*  
072887E08DF084B4...

Adam McMurtrie vice President, Commercial

130 Healey Road, Unit 8  
Caledon, Ontario L7E 5B3  
(T) 905-951-8047  
(F) 905-951-8352

Email: [adammm@accurate-group.ca](mailto:adammm@accurate-group.ca)

SIGNED ON BEHALF OF:  
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**

*Mike Gallagher*  
Mike Gallagher, Business Manager

Signed by:  
*Dave Turple*  
80F441E0A0274BE...  
Dave Turple, President

Signed by:  
*Rick Kerr*  
126DF7E2889424...  
Rick Kerr, Treasurer

DocuSigned by:  
*Mike Scott*  
E010C003203411...  
Mike Scott, Vice President

Signed by:  
*Steve Booze*  
E2DFC390610426...  
Steve Booze, Recording-Corresponding Secretary

Signed by:  
*Don Lynch*  
37A0C1E070297...  
Recommended By: Don Lynch,  
Sector Coordinator

## **APPENDIX "A"**

**Article 18** requires that the Employer shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and 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 18 shall be allocated in accordance with Article 18.

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 18 shall be allocated to the Pension Plan.

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

Effective October 1, 2024, \$12,600.00 or fewer

Effective October 1, 2025, \$15,696.00 or fewer

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

**LETTER OF UNDERSTANDING**

With regard to a Collective Agreement between:

**Accurate Railroad Construction Limited**

And

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

~ Effective from December 1, 2025, to November 30, 2028 ~

**Railroad Construction:**

It is agreed by the Employer and the Union that all employees are entitled to one (1) paid sick leave day per calendar year.

**GO Maintenance & Signals:**

It is agreed by the Employer and the Union that all employees are entitled to two (2) paid sick leave days per calendar year.

Dated on 3/5/2026 | 8:51:50 AM EST

**FOR THE EMPLOYER**

DocuSigned by:  
  
3729D7E99FC04B4  
Adam McMurtrie  
Vice President, Commercial

**FOR THE UNION**

Signed by:  
  
5756C4EA54B0490  
Don Lynch, Sector Coordinator