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# COLLECTIVE AGREEMENT

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**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**

hereinafter called the “*Association*”

– and –

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

hereinafter called the “*Union*”



*Effective: May 1, 2025*  
*Expires: April 30, 2028*

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**THIS AGREEMENT** is made and entered into this **10th** day of **April, 2025**.

**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**

hereinafter called the “*Association*”

OF THE FIRST PART

- and -

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

hereinafter called the “*Union*”

OF THE SECOND PART

**WHEREAS** the Association, acting on behalf of its members, and the Union wish to make a common collective agreement with respect to certain employees of the members of the Association engaged in road and parking lot construction, repair, including interlocking stone paving of all types, paving etc. and all work incidental thereto, and to provide for and ensure uniform interpretation and application in the administration of the collective bargaining agreement;

**IT IS** understood that the foregoing does not include bridges, (underpasses and overpasses), wingwalls and large retaining walls, nor shall the foregoing include work included under current collective agreement between the International Union of Operating Engineers and the Greater Toronto Sewer and Watermain Contractors’ Association;

**AND WHEREAS** in order to ensure uniform interpretation and application of the collective agreement the said Union recognizes the formation by the Companies of the Association and agrees to deal with the said Association as the agent of the Companies who are members thereof in negotiating and administering a common collective agreement but without liability against the Association for violation of the Collective Agreement by Companies and agrees not to negotiate with any of the said companies on an individual basis;

**NOW THEREFORE** it is agreed as follows:

**ARTICLE 1 – RECOGNITION**

**1.01** The Association, on behalf of its member Companies, recognizes the Union as the collective bargaining agent for all employees engaged in the operation of cranes, shovels, bulldozers and similar equipment, including maintenance, installation and repair on site, (except where there are prior conflicting agreements), save and except foreperson, those above the rank of foreperson, office and clerical staff, temporary shop

employees, engineering staff and security guards, while working within the Municipality of Metropolitan Toronto, the Counties of York and Peel, Simcoe County, the Township of Esquesing, the Towns of Oakville and Milton, in the County of Halton, and the City of Pickering, and the Town of Ajax in the Region of Durham.

## **ARTICLE 2 – UNION SECURITY**

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

**2.02** Whenever personnel are required for the classifications covered by this Agreement, the Company may recall former employees who have been absent for up to twelve (12) months, or utilize any existing employees in any of the classifications. Otherwise, the Company will call the Union Office who shall supply suitable personnel. If the Union is unable to supply suitable personnel within forty-eight (48) hours, the Company may obtain employees from any other source. All personnel hired shall be required to have a clearance card issued by the Union before they start work, unless other arrangements are made with the Union. Such clearance card will not be unreasonably withheld.

**2.03** It is expressly understood and agreed that no member of the Association shall be required to discharge any employee for violation of the provisions of this Article for Union Security for any reason other than the non-payment of Union dues, initiation fees and annual assessment, notwithstanding anything to the contrary herein contained.

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

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

### **2.05 Working Dues Check-Off**

Each Employer agrees to deduct from each employee in the bargaining unit, Working Dues at the rate of two percent (2%) per hour for each hour earned based on the total wage package, which includes the hourly rate, vacation pay and health plan and pension plan contributions. Such deductions shall be forwarded along with the remittances required under **Article 8** of **Schedule "A"** and supporting information shall be as required by the Trustees on the Reporting Forms. Such deductions shall be immediately paid to the Local Union by the Administrator of the Plans.

2.06                    **Advancement Dues Check-Off**

The Employer shall deduct forty cents (\$0.40) per hour for each hour earned by each employee covered by this Agreement for Advancement Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Collective Agreement:

May 1, 2025:	<b>\$0.40</b>	May 1, 2026:	<b>\$0.50</b>
May 1, 2027:	<b>\$0.50</b>		

**ARTICLE 3 – INDUSTRY FUND**

3.01                    Each Employer bound by this Agreement or a like Agreement adopting in substance but not necessarily in form, the terms and conditions of this Agreement shall contribute the sum of one dollar and three cents (\$1.03) per hour worked by each employee covered by this Agreement or such like Agreement and remit monthly to the International Union of Operating Engineers, Local 793 Training Fund.

Such contribution together with a duly completed Employer Form under **Article 8, Schedule “A”** by the 15th day of the month following the month for which the payments are due and such money shall be distributed as follows:

- a)                    The sum of **fifteen cents (\$0.15)** for each hour worked by each employee covered by this Agreement or such like Agreement, shall be immediately paid to the Association by the International Union of Operating Engineers, Local 793 Training Fund as Employer’s contributions to the cost of negotiations and administering this Agreement. For clarity, this amount shall be contributed by Employers in addition to any agreed-to Training Fund contribution. Should the Association wish to increase the amount of industry contributions paid by the Employer and collected by the Local 793 Training Fund, the Association will provide notice to the Union, in which case the Union will agree to amend the Collective Agreement to reflect the increased Employer contributions.
  
- b)                    The sum of one dollar and three cents (\$1.03) for each hour worked by each employee covered by this Agreement or such like Agreement, shall be retained by the International Union of Operating Engineers, Local 793 Training Fund. This amount shall increase as follows:  
  
May 1, 2026: **\$1.10**  
May 1, 2027: **\$1.17**
  
- c)                    **National Training Fund** – It is understood and agreed that \$0.05 per hour (or such other amount as may be designated by the Trustees) of contributions as outlined above designated to the International Union of Operating Engineers, Local 793 Training Fund under the Collective Agreement are to be contributions to

the National Training Fund.

- 3.02** The Employer shall remit such contributions with the other contributions under **Article 8 of Schedule “A”** and **2.05** above, together with the supporting information as required by the Trustees on the Reporting Form.
- 3.03** Toronto and Area Road Builders Association agrees to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of contributions made under **3.01 (a)** above.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01** The Union agrees that it is the exclusive function of each member Company:
- a)** to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of employees required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
  - b)** to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, provided that a claim by an employee that they have been discharged, suspended, disciplined or disciplinarily demoted without reasonable cause shall be subject to the provisions of the grievance procedure;
  - c)** to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- and it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

#### **ARTICLE 5 – GRIEVANCE PROCEDURE**

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

**STEP NO. 1**

Within ten (10) working days after the circumstances giving rise to the grievance occurred or originated, (save and except grievances arising out of discharge cases in which case the grievance shall be brought forward within five (5) days of the employee being notified of their discharge, and save and except grievances involving monetary items as defined in **Section 5.04** below), the aggrieved employee with their Business Representative, may present their grievance which shall be reduced in writing on a form supplied by the Union and approved by the Association, to the official of the Company named by the Company to handle grievances at this step. Should no settlement satisfactory to the employee be reached within five (5) full working days, the next step in the grievance procedure may be taken at any time within five (5) full working days thereafter.

**STEP NO. 2**

The Union Grievance Committee, if it considers it a valid grievance, may submit the grievance to a committee of the Association and the respective Committees shall meet within five (5) working days thereafter in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration, as provided in **Article 6** below at any time within ten (10) working days thereafter, but not later.

**5.04** Monetary grievances are defined as those arising under this Agreement, involving payment of hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premiums, travelling expenses, room and board allowances, benefit and pension contributions, reporting allowances and dues, but do not include grievances arising out of classification assignment. Such monetary grievances shall be brought forward at **Step No. 1** within three (3) months after the circumstances giving rise to the grievance occurred or originated.

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

**ARTICLE 6 – ARBITRATION**

**6.01** a) The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in **Article 5** which has not been settled, will



then be referred to Arbitration at the request of either of the parties hereto.

b) Any grievance being referred to arbitration must be referred by way of written notification of the request to refer to the party opposite within thirty (30) working days of the date that the written answer in **Article 5.3** was delivered to the aggrieved party.

**6.02** The party submitting a grievance to arbitration may either refer the matter for hearing before the Ontario Labour Relations Board (OLRB) further to the process under the *Labour Relations Act, 1995 s. 133* (as may be amended) acting as Arbitrator or either party may propose that the matter be heard by a single Arbitrator appointed by the parties within a further ten (10) working days. Should the parties agree to have the matter heard by a single Arbitrator the parties agree to continue to exchange names until a mutually agreeable Arbitrator is identified who shall then be invited by the parties to hear and determine the matter. Should the parties be unable to agree on an Arbitrator, either party may request the Minister of Labour appoint a sole Arbitrator.

**6.03** Where the parties have agreed to appoint a single Arbitrator, the parties shall jointly share the expenses of the Arbitrator.

**6.04** The decision of the OLRB or Arbitrator shall be binding on the parties to this agreement.

**6.05** The OLRB or Arbitrator shall not have any power to alter or change any of the existing provisions nor to give any decisions inconsistent with the terms and provisions of this Agreement.

- 6.06**
- a) The nature of the grievance, the remedy sought and the Section or Sections of the Agreement which are alleged to have been violated, shall be set out in the written record of the grievance and may not be subject to change in later steps;
  - b) In determining the time which is allowed in the various steps, Sundays and Statutory Holidays shall be excluded and any time limits may be extended by agreement in writing;
  - c) If advantage of the provisions of **Articles 5 and 6** hereof is not taken within the time limits specified therein, or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.

## **ARTICLE 7 – MANAGEMENT GRIEVANCES AND UNION GRIEVANCES**

**7.01** It is understood that the Association, on its own behalf and on behalf of any of its member Companies, may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to Arbitration in the same way as a grievance of an employee. Such grievance shall be processed at **Step No. 2** of the Grievance Procedure set out in **Article**

5 hereof.

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

## **ARTICLE 8 – STATUTORY HOLIDAYS, VACATION AND STATUTORY HOLIDAY ALLOWANCE, HOURS OF WORK, WAGE RATES, ETC.**

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- 8.01** Attached hereto as **Schedule “A”** to this Agreement is a Schedule of Statutory Holidays, Vacation and Statutory Holiday Allowance, Hours of Work, Wage Rates, etc. which is hereby made a part of this Agreement.

## **ARTICLE 9 – UNION REPRESENTATION**

- 9.01** Representatives of the Union may make arrangements with the job supervisor or their designated representative to meet Stewards and other employees, provided it does not interfere with the work. The Union agrees to give such assistance as is required of it by the Employer, to secure competent and qualified employees for the job.
- 9.02** The Employers agree to recognize such reasonable number of Stewards as may from time to time be appointed by the Union, but shall not be obliged to recognize such Stewards until they have been informed in writing of the names of all the Stewards as they are appointed.
- 9.03** The Steward shall be one of the last two (2) employees covered under the terms of this Agreement to remain working provided they are competent and capable of performing the remaining work.
- 9.04** No discrimination shall be shown against any Steward for carrying out their duties.

## **ARTICLE 10 – PRODUCTIVITY**

- 10.01** The Union and the Association recognize the mutual value of improving by all proper and reasonable means, the productivity of the individual work person and both will undertake, individually and jointly, to promote such increased productivity.
- 10.02** During the lifetime of this Agreement, the Union agrees there will be no strike, slowdown or picketing or any other act, which will interfere with the regular schedule of work and member Employers, agree that there will be no lockout. The Employer shall have the right to discharge or otherwise discipline employees who take part in or

instigate any strike, picketing or slowdown or any other act, which interferes with the regular schedule of work.

- 10.03** The Union agrees it will not involve the Association or its member Employers in any dispute, which may arise between the Union and any other Employer and the employees of such other Employer. The Union further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.
- 10.04** The Employers each agree to sub-contract asphalt or concrete paving, milling and grinding, curb & gutter work, sewer and water-main work, landscape work, utility and heavy construction work, only to sub-contractors whose employees are covered by the monetary terms and conditions of a Collective Agreement with the Union.
- 10.05** If an Employer covered by this Agreement engages in work other than road and parking lot construction, repair including interlocking stone paving of all types, paving etc. and work incidental thereto, and such other work comes within the purview of the existing collective agreement between the Union and the Greater Toronto Sewer and Watermain Contractors' Association, the rates of pay and conditions of that agreement shall apply. Similarly, if an Employer covered by this Agreement engages in work generally recognized as heavy construction (over-passes, bridges, etc.) the rates and conditions prevailing in the Collective Agreements between the Union and the Operating Engineer's Employer Bargaining Agency shall apply.
- 10.06** Toronto and Area Road Builders Association shall provide to the Union by January 31st of each year an up to date copy of its contractor membership lists.

#### **ARTICLE 11 – LAY-OFF PROCEDURE**

- 11.01** In the event of lay-off of employees covered by this Agreement, the Employer shall abide by the following procedure, provided the remaining employees are capable of performing the work:
- a) First laid-off shall be applicants for membership in the Union;
  - b) Second laid-off shall be members of the Union from out-of-province working on permits or travel cards;
  - c) Third laid-off shall be members of the Union who are in receipt of a retirement pension from the I.U.O.E., Local 793 Pension Plan, and such members shall not be recalled without a clearance card from the Union in accordance with **Article 2.02** of the Master Portion;
  - d) Last laid-off shall be all other members of the Union.

#### **ARTICLE 12 – PAYMENT OF WAGES**

- 12.01** Wages shall be paid by cash or cheque and/or direct deposit on the job at the option of the Employer no later than Thursday of each week and shall be accompanied by a retainable slip outlining all hours of work, rate of pay, overtime hours, deductions for income tax, employment insurance, pension and welfare contributions, C.P.P., etc.

- 12.02** In the case of layoff, all employees shall receive one (1) hour's notice in advance of the layoff.
- 12.03** Whenever an Employment Insurance Separation Certificate and/or last pay cheque are not given to employees at the time of termination, the Employer shall forward the Employment Insurance Separation Certificate to Service Canada electronically within five (5) calendar days of the termination. The last pay cheque shall be sent by the Employer to the employee's last known address or, if requested by the employee, be made available for pick up within two (2) business days from the date of termination.
- 12.04** No employee will be discharged by their Employer because they fail to work in unsafe conditions, contrary to the provisions of the *Occupational Health and Safety Act* as amended. Any refusal by an employee to abide by such regulations, after being duly warned, will be sufficient cause for dismissal.
- 12.05** 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 written notice to the payroll department of the Employer and giving three (3) consecutive business days to correct such default.

### **ARTICLE 13 – SAFETY, SANITATION, SHELTER AND HAZARDOUS WASTE**

- 13.01** Every Employer shall provide a proper and adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch and store their clothing. Sanitary toilets shall be provided in accordance with provisions of the *Occupational Health and Safety Act* of Ontario. The facilities referred to herein will be provided before production work commences on the job.
- 13.02** The Employer shall supply safety helmets to employees at no cost. If an employee, at termination of employment, does not return said helmet, he shall be charged at cost. If the helmet is returned and has been made unwearable from wilful neglect and abuse, the employee shall be charged for the full replacement value.
- 13.03** It is further agreed that drinking water and paper cups will be provided for employees on all jobs and that washing water and soap will be provided where outlets are available to the Employer. In cases where it is not reasonably possible to provide running water, it is permissible to use hand cleanser that can be used without water, paper towels (and receptacle) or a hand dryer. Further, if a trailer is used at the job site for storage of tools and equipment, in addition to use as lunchroom facilities, the tool storage area will be partitioned off, and the lunchroom facilities will be heated when necessary.
- 13.04** A Safety Committee is to be established, composed of two (2) members of the Union and two (2) representatives from the Association. Meetings not to exceed one (1) per month will be held when requested by either party.
- 13.05** When employees are required to perform their duties in wet weather, the Employer agrees to supply suitable protective clothing, including rubber boots, which will be returned to the foreperson when the assigned duties are completed. It is understood that

this provision does not apply to employees who are required to wear rubber boots in the normal course of their duties.

- 13.06** The Employer shall, at the Employer's own expense, furnish to any employee injured in their employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.
- 13.07** An employee who is injured during working hours in a compensable accident and is required to leave for treatment or is sent home because of such injury, shall receive payment for the remainder of the shift at their regular rate of pay.
- 13.08** The Employer agrees to provide sun protection and if it is a removable apparatus it will be the responsibility of the operator.
- 13.09** The trucks to be used to transport employees will be covered and tools will be secured in tool boxes. No materials will be carried in the trucks in a manner endangering the safety of the employees being transported.
- 13.10** On projects where the Employer provides locked up facilities for employees to store their tools and clothing, the Employer will reimburse an employee for up to Two Hundred and Twenty-Five Dollars (\$225.00) for loss due to fire or theft resulting from a break-in to such locked-up facilities. To be eligible for such reimbursement an employee must have Employer approval for the tools and clothing that will be placed in such facilities.
- 13.11** **Hazardous Waste**
- Toronto and Area Road Builders Association agrees to become part of a committee along with the Union, the Metropolitan Toronto Sewer and Watermain Contractors' Association and the I.C.I. Contractors.
- 13.12** An employee injured in the performance of their duties will resume their regular work when medically fit to do so if work is available and they apply. The job of an injured worker shall be deemed to be available if upon their return any work within their classification on any project under this Agreement is being performed by an employee who, subsequent to the time of injury, was hired by the Employer or transferred or otherwise assigned to perform any work within the said classification on any project covered by this Agreement.
- An employee who claims they have been denied employment contrary to this provision, may have recourse to the grievance and arbitration procedure as set out in this Agreement.
- The above shall not apply if the injury is attributable solely to the wilful misconduct of the employee.
- 13.13** No entertainment or personal communication devices such as cell phones and/or similar devices shall be used during working hours, nor shall they be turned on, except during lunch break, regular work breaks, job site emergencies, or where prior approval is obtained from the employee's supervisor.

## **ARTICLE 14 – LABOUR-MANAGEMENT COMMITTEE**

**14.01** The parties hereto agree to the establishment of a joint Labour-Management Committee composed of equal numbers of representatives of the Association and representatives of the Union not to exceed four (4) in total.

The purpose of this Committee will be for the effective administration of the collective agreement; to discuss concerns or problems relating to the industry; and to provide a means of communication for the resolution of any or all disputes that may arise through the application of the Agreement. Meetings will be held as deemed necessary in the interest of both parties.

## **ARTICLE 15 – EARTHMOVING TRAINEES/REGISTERED APPRENTICES**

- 15.01**
- a) A new Trainee/Registered Apprentice entering the industry who has taken pre-employment training at the Operating Engineers Training Institute of Ontario will work for their first 1,000 hours at sixty percent (60%) of the current base rate for the machine which they are operating. A new Trainee/Registered Apprentice shall be considered a probationary employee for the first thirty (30) working days. Hours in school shall count as hours worked at the end of the apprentice period for the purpose of establishing journey person status.
  - b) When a Trainee/Registered Apprentice has completed their first 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 Trainee/Registered Apprentice will be employed for the next 1,000 hours at seventy-five percent (75%) of the current base rate for their classification.
  - c) When a Trainee/Registered Apprentice has completed 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 Trainee/Registered Apprentice will be employed for the remaining hours at eighty-five percent (85%) of the current base rate for their classification.
  - d) After completion of 2,500 hours of on-the-job training and all related training as from time to time specified by the Training Fund the Trainee/Registered Apprentice will then fit into the work force at the rate of pay provided for in the Collective Agreement.
  - e) Employers shall request Trainees/Registered Apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Trainees/Registered Apprentices shall be done from the appropriate Union District Office under the direction of the Training Fund.

## 15.02 Ratio of Trainees/Registered Apprentices

- a) The ratio of Trainees/Registered Apprentices employed by the Employer may be a minimum of one (1) Trainee/Registered Apprentice to each five (5) Journey person Operating Engineers in their employ, but in all cases subject to paragraph b) below, the ratio shall be a minimum of one (1) Trainee/Registered Apprentice to each seven (7) Journey person Operating Engineers or as otherwise authorized in writing by the Union.
- b) The maximum number of Trainees/Registered Apprentices employed by the Employer at the same time shall be no more than three (3), unless otherwise authorized in writing by the Union.

## ARTICLE 16 – SOCIAL PROCUREMENT POLICIES

**16.01** The parties agree to establish a Joint Committee to develop programs to address the various Community Benefit requirements.

The parties will work together to develop policies to attract, train, apprentice and transition to full time employment those individuals in the identified groups.

The parties agree to meet as required to communicate ongoing challenges and opportunities and develop the appropriate strategies.


## ARTICLE 17 – DURATION OF AGREEMENT


**17.01** This Agreement shall become effective on the 1st day of May, 2025, and shall remain in effect until the 30th day of April, 2028, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination or proposed revision of this Agreement not more than one hundred and twenty (120) days before the 30th day of April, 2028, or in a like period in any year thereafter.

**IN WITNESS WHEREOF** the Party of the First Part and the Party of the Second Part have caused their proper Officers to affix their signatures this 25 day of June, 2025.

### **SIGNED ON BEHALF OF:**

TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION

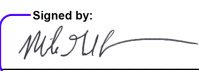
Signed by:  
  
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Rick Logozzo, President

DocuSigned by:  
  
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Cosimo Crupi, Vice President

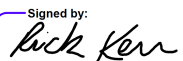
Signed by:  
  
B066588A0CD446C...  
Gianni Cotognini, Treasurer

### **SIGNED ON BEHALF OF:**

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 793

Signed by:  
  
532216FD70D049F...  
Mike Gallagher, Business Manager

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

Signed by:  
  
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Rick Kerr, Treasurer

DocuSigned by:

*Angelo Santorelli*

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Angelo Santorelli, Secretary

Signed by:

*Raly Chakarova*

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Raly Chakarova, Executive Director

DocuSigned by:

*Mike Scott*

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Mike Scott, Vice President

Signed by:

*Steve Booze*

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Steve Booze, Recording-Corresponding Secretary

Signed by:

*Justin O'Neill*

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Recommended By: Justin O'Neill,

Toronto Area Supervisor

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## **SCHEDULE “A”**

### **1. HOURS OF WORK AND OVERTIME**

- a)** The standard hours of work for all employees shall be based on ten (10) hours per day, fifty (50) hours per week, exclusive of travelling time to and from the job.
- b)** Overtime at the rate of time and one-half (1-1/2) the employee’s current hourly rate shall be paid to all employees for all work performed in excess of ten (10) hours per day, fifty (50) hours per week, Monday to Friday inclusive, and on Saturdays. It is agreed and understood that on the three-shift operation, the fifteenth (15th) shift may be worked at straight time on the Saturday until 7:00 a.m., provided however, that the applicable shift premium shall be paid.
- c)** Overtime at the rate of double (2x) the employee’s current rate shall be paid to all employees, for all work performed on Sundays and on the following Statutory Holidays, and any additional holiday(s) proclaimed by the provincial government, namely:

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

The parties jointly recognize the importance of National Truth and Reconciliation Day. All employees have the right to observe National Truth and Reconciliation Day by taking the day off work. Employees who elect to observe National Truth and Reconciliation Day by taking the day off shall experience no repercussions of any kind for electing to do so.

- d)** Employees will be allowed one coffee break in each half of the working shift.
- e)** Employees shall be allowed a one-half (1/2) hour unpaid lunch break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break.
- f)** It is understood and agreed that there will be no pyramiding of overtime rates or premiums.

## 2. CLASSIFICATIONS, WAGES AND RATES

### CLASSIFICATION

The Benefit Plan and Pension Plan contributions set out below are subject to the specific allocation provisions described in **Schedule “A” – Section 8** Welfare and Pension Plans and **Schedule “B”** attached hereto.

- i) Operators of shovels, backhoes, dragline, gradall, clams (on site), Grader Operator “A” (with or without laser attachment), Clam Operator (yard), Mechanic, Welder “A”, Trim Dozer Operators.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	TL. PKG.	TRAINING
			BENEFIT PLAN	SUB PLAN			
May 1, 2025	\$51.89	\$5.18	\$5.87	\$0.36	\$7.89	<b>\$71.19</b>	\$1.03
May 1, 2026	\$53.39	\$5.33	\$5.99	\$0.36	\$8.05	<b>\$73.12</b>	\$1.10
May 1, 2027	\$55.31	\$5.52	\$6.11	\$0.36	\$8.25	<b>\$75.55</b>	\$1.17

- ii) Pitman-type Operator (hydra-lift, truck-mounted hydraulic cranes), Bulldozer Operators (D-4 equivalent or over).

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	TL. PKG.	TRAINING
			BENEFIT PLAN	SUB PLAN			
May 1, 2025	\$51.43	\$5.14	\$5.87	\$0.36	\$7.89	<b>\$70.69</b>	\$1.03
May 1, 2026	\$52.93	\$5.29	\$5.99	\$0.36	\$8.05	<b>\$72.62</b>	\$1.10
May 1, 2027	\$54.85	\$5.48	\$6.11	\$0.36	\$8.25	<b>\$75.05</b>	\$1.17

- iii) Front-end Loader Operators (one cubic yard and over), Scrapers self-propelled, Mixer Person on Asphalt Plant, Concrete Curb Machine Operator, Asphalt Spreader Operator (self-propelled), vacuum excavators, off highway vehicles, shuttle buggy.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	TL. PKG.	TRAINING
			BENEFIT PLAN	SUB PLAN			
May 1, 2025	\$51.29	\$5.12	\$5.87	\$0.36	\$7.89	<b>\$70.53</b>	\$1.03
May 1, 2026	\$52.79	\$5.27	\$5.99	\$0.36	\$8.05	<b>\$72.46</b>	\$1.10
May 1, 2027	\$54.71	\$5.46	\$6.11	\$0.36	\$8.25	<b>\$74.89</b>	\$1.17

- iv) Concrete Paver Operator, Asphalt Planer / Grinder Operator “A”, Engineers on boilers (with papers).

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	TL. PKG.	TRAINING
			BENEFIT PLAN	SUB PLAN			
May 1, 2025	\$51.19	\$5.11	\$5.87	\$0.36	\$7.89	<b>\$70.42</b>	\$1.03
May 1, 2026	\$52.69	\$5.26	\$5.99	\$0.36	\$8.05	<b>\$72.35</b>	\$1.10
May 1, 2027	\$54.61	\$5.45	\$6.11	\$0.36	\$8.25	<b>\$74.78</b>	\$1.17

- v) Farm and industrial-type tractor with excavating attachments operators, Grader Operator “B”, Asphalt Roller Person “A”, Boiler Fireperson (without papers).

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	TL. PKG.	TRAINING
			BENEFIT PLAN	SUB PLAN			
May 1, 2025	\$51.03	\$5.10	\$5.87	\$0.36	\$7.89	<b>\$70.25</b>	\$1.03
May 1, 2026	\$52.53	\$5.25	\$5.99	\$0.36	\$8.05	<b>\$72.18</b>	\$1.10
May 1, 2027	\$54.45	\$5.44	\$6.11	\$0.36	\$8.25	<b>\$74.61</b>	\$1.17

- vi) a) Roller Operator (asphalt) “B”.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	TL. PKG.	TRAINING
			BENEFIT PLAN	SUB PLAN			
May 1, 2025	\$50.67	\$5.06	\$5.87	\$0.36	\$7.89	<b>\$69.85</b>	\$1.03
May 1, 2026	\$52.17	\$5.21	\$5.99	\$0.36	\$8.05	<b>\$71.78</b>	\$1.10
May 1, 2027	\$54.09	\$5.40	\$6.11	\$0.36	\$8.25	<b>\$74.21</b>	\$1.17

- b) Bulldozer Operator (under D-4 or equivalent), Front-end Loader Operator (under one cubic yard), Packer with Blade.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	TL. PKG.	TRAINING
			BENEFIT PLAN	SUB PLAN			
May 1, 2025	\$50.59	\$5.05	\$5.87	\$0.36	\$7.89	<b>\$69.76</b>	\$1.03
May 1, 2026	\$52.09	\$5.20	\$5.99	\$0.36	\$8.05	<b>\$71.69</b>	\$1.10
May 1, 2027	\$54.01	\$5.39	\$6.11	\$0.36	\$8.25	<b>\$74.12</b>	\$1.17

- c) Self-propelled rubber-tire rollers

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	TL. PKG.	TRAINING
			BENEFIT PLAN	SUB PLAN			
May 1, 2025	\$49.34	\$4.93	\$5.87	\$0.36	\$7.89	<b>\$68.39</b>	\$1.03
May 1, 2026	\$50.84	\$5.08	\$5.99	\$0.36	\$8.05	<b>\$70.32</b>	\$1.10
May 1, 2027	\$52.76	\$5.27	\$6.11	\$0.36	\$8.25	<b>\$72.75</b>	\$1.17

- vii) Farm and industrial-type Tractor Operator (towing compaction units), Grade roller person, including Asphalt Planer / Grinder “B” (maximum 2' wide).

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	TL. PKG.	TRAINING
			BENEFIT PLAN	SUB PLAN			
May 1, 2025	\$48.89	\$4.88	\$5.87	\$0.36	\$7.89	<b>\$67.89</b>	\$1.03
May 1, 2026	\$50.39	\$5.03	\$5.99	\$0.36	\$8.05	<b>\$69.82</b>	\$1.10
May 1, 2027	\$52.31	\$5.22	\$6.11	\$0.36	\$8.25	<b>\$72.25</b>	\$1.17

- viii) Qualified operators who are required to operate equipment in a lower rated classification shall be paid the higher rate for the remainder of the shift.
- ix) Employees employed as a working foreperson by the Employer shall be paid a wage rate premium of three dollars (\$3.00) per hour above the applicable rate. The parties agree that no current employee shall suffer a reduction in any term or condition of employment as a result of the implementation of this change.
- x) The Employer shall supply to employees all specialty tools required to perform their work, including but not limited to, diagnostic equipment and necessary software.

### 3. GENERAL

- a) It is understood that when any of the above machine operators are taken into the shop during the winter period, the rate for such employee will be worked out between the employee concerned and the Employer in each case.

b) Training and Learning Period

The parties agree to establish an apprenticeship and a training program. If the program is adopted, operators will be protected.

### 4. VACATION PAY AND STATUTORY HOLIDAY ALLOWANCE PAY

Vacation and Statutory Holiday Pay shall be paid to each employee covered by this Agreement with each regular pay cheque, at a rate of ten percent (10%) of the gross wages earned, and income tax will be deducted.

It is understood and agreed that four percent (4%) of the gross wages is to be considered Vacation Pay and six percent (6%) of the gross wages is to be in lieu of Statutory Holiday Pay.

### 5. REPORTING ALLOWANCE

- a) An employee who reports for work at the Employer's job site or shop, unless directed not to report the previous day by their Employer and for whom no work is available due to reasons other than inclement weather, shall receive a minimum of

four (4) hours' reporting time, and shall remain at other work, if requested to do so by the foreperson.

- b) An employee who reports for work at the Employer's job site or shop, unless directed not to report, and for whom no work is available due to inclement weather, shall receive a minimum of two (2) hours' reporting time, provided the employee remains on the job for two (2) hours after their designated starting time, if requested by the foreperson.

## 6. SHIFT PREMIUMS

- a) A shift premium of One Dollar and Ninety-Five Cents (**\$1.95**) will be paid per hour for all work performed on a regularly scheduled second or third shift in the shop.
- b) A shift premium of Six Dollars (**\$6.00**) effective **May 1, 2025** and for the duration of the agreement, will be paid per hour for all work performed on a shift starting after 4:00 p.m.

## 7. OUT-OF-TOWN ALLOWANCES

- a) In regard to out-of-town allowances, it is understood that if the Employer requires an employee to be out-of-town overnight, the Employer shall arrange and pay for suitable accommodations for the employee for each day out of town. The Employer shall also pay each employee a meal allowance of **seventy dollars (\$70.00)** per day. If the employee is more than one hundred and sixty (160) kilometers out of Toronto, then such room and board allowance shall be payable to a maximum of seven (7) days per week.
- b) The Greater Metropolitan Toronto Free Zone shall consist of the area within the west side of County Line #23, the south side of Davis Drive, west side of Yonge Street to Highway #88/7th Line, east side of Tottenham Road (10<sup>th</sup> Line) and south side of Highway #9 to the east side of 3rd Line of Oakville or their extensions and including the Town of Newmarket (with Lake Ontario as the southern boundary) and no travel shall be paid for this area.
- c) In regard to travelling time in the fringe area being the area beyond the west side of County Line #23, the south side of Davis Drive, west side of Yonge Street to Highway #88/7th Line, east side of Tottenham Road (10<sup>th</sup> Line) and south side of Highway #9 to the east side of 3rd Line of Oakville or their extensions and beyond the Town of Newmarket up to a radius of one hundred (100) kilometers, effective May 1, 2022, the employee shall be paid the amount provided for under the CRA, and the Employer shall continue to match that amount as it changes from time to time, one way from the outer limits of the free travel zone.
- d) It is understood that when an employee is sent out of town by their Employer in the circumstances contemplated by paragraphs (a) and (c) above, the Employer will maintain the rate of wages and hours of work for such employee as provided in the

Collective Agreement.

- e) It is further understood that when an employee is required by their Employer to report to the yard or a designated marshalling point, before going to the job, and to report to the yard or marshalling point at the end of the day, they will be paid straight time from the yard or marshalling point and return.
- f) Employees will be paid a daily parking reimbursement. Employees will provide parking receipts in support of such reimbursements. If the Employer has not provided a reasonable designated parking area for a project and the employee has to pay for public parking, the Employer shall reimburse such employee up to thirty **(\$30.00)** per day as of May 1, 2025.

## 8. WELFARE AND PENSION PLANS

- a) Effective May 1, 2025, Employers shall contribute in total:

Thirteen Dollars and Seventy-Six Cents **(\$13.76)** per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the “Health Plan”) and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the “Pension Plan”) for each hour earned by each employee in their employ.

Effective May 1, 2026, the Employers shall contribute Fourteen Dollars and Four Cents **(\$14.04)** per hour.

Effective May 1, 2027, the Employers shall contribute Fourteen Dollars and Thirty-Six Cents **(\$14.36)** per hour.

- b) It is agreed that Employers shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan, as set out in **Schedule “B”** of this Agreement.
  - (i) **Group Legal Plan** – It is understood and agreed that \$12 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.
- c) These monies shall be remitted in accordance with this Agreement to the Health Plan and Pension Plan. The parties hereto agree that the trustees of the Employee Benefit Plan Trusts contemplated in this Collective Agreement shall be appointed in accordance with the terms of the applicable trust agreement documents in effect from time to time.
- d) Payments into the Health Plan and Pension Plan are to be made by the 15th day of

the month following the month for which payment is made, together with supporting information entered on a Reporting Form as designated by the Trustees and shall also be remitted on the 15th day of the month following the month in which the hours have been earned, and at no time shall the contributions be paid directly to the employee. If capable, all reporting documents made to the Health Plan and Pension Plan are to be made using the Union's Electronic Filing Program.

- e) Every Employer bound by this Collective Agreement hereby covenants and agrees to sign a Participation Agreement with the Trustees in the form attached hereto as **Appendix "A"**.
- f) In the event an Employer fails to remit any contributions, deductions or remittances for the Health Plan, Pension Plan, dues, fees or assessments [i.e. Working Dues Check-Off and Advancement Dues Check-Off] pursuant to **Article 2**; Industry Fund and International Union of Operating Engineers, Local 793 Trades Training Fund pursuant to **Article 3**, 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 two percent (2%) per month, compounded monthly (twenty four percent (24%) per annum) 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.
- g) 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.
- h) If the Employer does not submit the certified audited statement as per **Clause g)**, the Trustees may appoint an independent chartered accountant or other qualified person 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.
- i) Where the Trustees appoint an auditor, the cost shall be borne by the appropriate plan. In the event that the audit reveals discrepancies between the Employer's records and the contributions or deductions submitted, the cost shall be borne by the Employer.
- j) 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 **Clause f)** above and completed supporting contributions report forms as required by the Plan.
- k) When an Employer fails to remit all delinquent contributions, the provisions of

**Clause f)** shall apply and the Union, on instructions from the Trustees, shall immediately institute proceedings against the delinquent Employers under **Section 133** of the Labour Relations Act of Ontario. All cost of such actions shall be borne by the appropriate plan or fund unless otherwise recoverable.

- l)** 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 (\$20,000.00) 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.
  
- m)** In the event that a grievance alleging that an Employer has failed to remit the proper contributions, deductions or remittances to any Trust Fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:  
A statement signed by a member of the Union, a Business Representative, a Trustee or the Administrator of a Trust Fund, shall be *prima facie* evidence of the number of hours worked by members of the Union and of a failure to make the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the Employer with proper documentary evidence.
  
- n)** If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to make appropriate payments to a Trust Fund or an Administrator as required by this Agreement is litigated and the Board determines that an Employer has violated the Agreement, then the Ontario Labour Relations Board or the Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation costs of all witnesses, Business Representatives, and the Delinquency Control Officer, conduct monies, cost incurred in serving a summons, any expenses incurred by the Union pursuant to **Section 133(10)** or otherwise, for the Board of Arbitration.
  
- o)** If the Ontario Labour Relations Board determines that the Employer has not violated the Agreement, then the Ontario Labour Relations Board or the Board of Arbitration shall require the Union to pay all costs to the Employer as required to in sub-paragraph **n)** above.
  
- p)** If an Employer does not have any employees in their employ, they shall submit a



NIL report in accordance with the provisions of **Clause d)**.

- q) Where the Union has instituted proceedings against a delinquent Employer under **Section 133** of the **Labour Relations Act** of Ontario as described in **Clause k)** and the delinquent Employer has failed to provide the supporting information in the manner and date(s) provided for in **Clause d)**, the parties agree that the Union may use the information provided by the delinquent Employer on prior Reporting Forms to arrive at a reasonable and probable estimate of the current delinquency.

A delinquent Employer who has failed to provide supporting documentation as outlined in paragraph 1 above, shall be estopped from challenging the estimate arrived at by the Union pursuant to that section, save and except that the Employer may challenge the estimate through the production of accurate supporting information at any time before such date as the proceedings under **Section 133** of the **Ontario Labour Relations Act** as described above are concluded, but not thereafter.

- r) Each Employer shall contribute **two cents (\$0.02)** per hour to the Health Plan for each hour earned by each employee in its employ, as a **DeNovo Treatment Centre** contribution, to be submitted with the Health and Pension Plan payments herein provided.
- s) **Working Pensioners** – For bargaining unit employees who are in receipt of a pension from the IUOE 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 to 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.

## **SCHEDULE “B”**

**Section 8** of **Schedule “A”** 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 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 **Section 8** amounts shall be allocated in accordance with **Section 8**.

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 **Section 8** shall be allocated to the Pension Plan.

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

- |                               |                      |
|-------------------------------|----------------------|
| i) Effective October 1, 2024: | \$12,600.00 or fewer |
|-------------------------------|----------------------|

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

**SCHEDULE “C”**  
**(Applicable to work performed in Simcoe County)**

The Association and the Union agree that the terms and conditions of the Agreement between the parties for Ontario Labour Relations Board Area #8 save, as hereinafter set forth shall apply equally in the County of Simcoe.

**1. SUBCONTRACTING**

The Employer shall subcontract the following work to employers bound to a collective agreement with the Union provided the Employer at the time of bidding receives competitive bids from at least three (3) contractors who are bound to a Collective Agreement with the Union and who are qualified and competent to perform the following work:

- A. Curb and gutter and sidewalks;
- B. Sewer and watermain;
- C. Asphalt Paving.

**2. MOBILITY**

The Employer may transfer employees from Board Area #8 to a project in Simcoe County, provided employees being transferred shall be paid the appropriate wage rates and benefits including any travel allowance according to the Board Area #8 schedule.

**3. TRAINING FUND**

Each Employer shall contribute the sum of sixty-five cents (**81¢**) for each hour worked by each employee covered by this Agreement or such like Agreement to the International Union of Operating Engineers, Local 793 Training Fund. This amount shall increase as follows:

May 1, 2026: **88¢**                      May 1, 2027: **95¢**

**National Training Fund** – It is understood and agreed that \$0.05 per hour (or such other amount as may be designated by the Trustees) of contributions as outlined above designated to the International Union of Operating Engineers, Local 793 Training Fund under the Collective Agreement are to be contributions to the National Training Fund.

#### 4. CLASSIFICATIONS AND WAGE RATES

##### CLASSIFICATIONS

The Benefit Plan and Pension Plan contributions set out below are subject to the specific allocation provisions described in **Section 5 – Welfare and Pension Plans** and **Schedule “D”** attached hereto.

- i) Operators of shovels, backhoes, dragline, gradall, clams (on site), Grader Operator “A” (with or without laser attachment), Clam Operator (yard), Mechanic, Welder “A”, Pitman-type Operator (hydra-lift, truck-mounted hydraulic cranes), Bulldozer Operators (D-4 equivalent or over), Front-end Loader Operators (one cubic yard and over), Scrapers self-propelled, Mixer Person on Asphalt Plant, Concrete Curb Machine Operator, Asphalt Spreader Operator (self-propelled), Trim Dozer Operators (6-way blade), Shuttle Buggy.

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	TL. PKG.	TRAINING
			BENEFIT PLAN	SUB PLAN			
May 1, 2025	\$44.78	\$4.48	\$5.87	\$0.36	\$2.91	<b>\$58.40</b>	\$0.81
May 1, 2026	\$46.83	\$4.69	\$5.99	\$0.36	\$3.21	<b>\$61.08</b>	\$0.88
May 1, 2027	\$49.29	\$4.94	\$6.11	\$0.36	\$3.56	<b>\$64.26</b>	\$0.95

- ii) Concrete Paver Operator, Asphalt Planer / Grinder Operator “A”, Engineers on boilers (with papers), Farm and industrial-type tractor with excavating attachments operators, Grader Operator “B”, Asphalt Roller Person “A”, Boiler Fireperson (without papers), Roller Operator (asphalt) “B”, Bulldozer Operator (under D-4 or equivalent), Front-end Loader Operator (under one cubic yard), Packer with Blade, Farm and industrial-type Tractor Operator (towing compaction units), Grade roller person, including self-propelled rubber-tired rollers, Asphalt Planer / Grinder “B” (maximum 2' wide).

DATE	WAGES	VAC. PAY	BENEFITS		PENSION	TL. PKG.	TRAINI
			BENEFIT PLAN	SUB PLAN			
May 1, 2025	\$43.53	\$4.35	\$5.87	\$0.36	\$2.91	<b>\$57.02</b>	\$0.81
May 1, 2026	\$45.58	\$4.56	\$5.99	\$0.36	\$3.21	<b>\$59.70</b>	\$0.88
May 1, 2027	\$48.04	\$4.81	\$6.11	\$0.36	\$3.56	<b>\$62.88</b>	\$0.95

## 5. WELFARE AND PENSION PLANS

- a) Effective May 1, 2025, Employers shall contribute in total:

Eight Dollars and Seventy-Eight Cents (**\$8.78**) per hour to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the “Health Plan”) and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the “Pension Plan”) for each hour earned by each employee in their employ.

Effective May 1, 2026, the Employers shall contribute Nine Dollars and Twenty Cents (**\$9.20**) per hour.

Effective May 1, 2027, the Employers shall contribute Nine Dollars and Sixty-Seven Cents (**\$9.67**) per hour.

- b) It is agreed that Employers shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan, as set out in **Schedule “D”** of this Agreement.

- (i) **Group Legal Plan** – It is understood that \$12 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.

- c) **Working Pensioners** – For bargaining unit employees who are in receipt of a pension from the IUOE 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 to 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.

**SCHEDULE “D”**  
**(Applicable to work performed in Simcoe County)**

**Section 5** of **Schedule “C”** 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 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 **Section 5** amounts shall be allocated in accordance with **Section 5**.

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 **Section 5** shall be allocated to the Pension Plan.

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

- i) Effective October 1, 2024: \$12,600.00 or fewer

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

## LETTER OF UNDERSTANDING # 1

**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**

**- and -**

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

This letter will confirm our agreement reached during negotiations that in the event any equipment currently being operated by members of Local 793 which might be or will be run by remote control or semi-automatic will continue to be operated by members of Local 793 where qualified.


10/12/2023

10/12/2023 | 1:56:28 PM EDT

**DATED at** \_\_\_\_\_ **this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_\_.

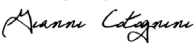
**SIGNED ON BEHALF OF:**

**TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION**

DocuSigned by:  
  
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Rick Logozzo, President

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Cosimo Crupi, Vice President

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Michael Ferzoco, Treasurer

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Gianni Cotognini, Secretary

\_\_\_\_\_  
Carlo DeGasperis, Board Member


\_\_\_\_\_  
5045 Orbitor Drive, Unit 12, Suite 300  
Address


\_\_\_\_\_  
Mississauga, ON L4W 4Y4  
City, Province, Postal Code

**SIGNED ON BEHALF OF:**

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


DocuSigned by:  
  
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Mike Gallagher, Business Manager

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Joe Redshaw, President

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Rick Kerr, Treasurer

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Dave Turple, Vice President

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Steve Booze, Recording-Corresponding  
Secretary

DocuSigned by:  
  
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Recommended By: Justin  
O'Neill Toronto Area Supervisor

T: (905) 629-0587

Telephone and Fax Number(s)



## LETTER OF UNDERSTANDING # 2

**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**

**- and -**

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

The Parties agree that notwithstanding the Memorandum of Agreement reached in relation to the County of Simcoe and specifically in relation to the subcontracting provision contained therein, when work is performed in the ICI Sector of the Construction Industry, the past practice shall prevail.

10/12/2023 | 1:56:28 PM EDT

**DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**SIGNED ON BEHALF OF:**

**TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION**

DocuSigned by:  
  
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Rick Logozzo, President

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Cosimo Crupi, Vice President

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Michael Ferzoco, Treasurer

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Gianni Cotognini, Secretary

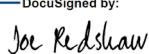
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Carlo DeGasperis, Board Member

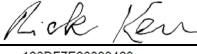
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Address

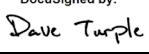
**SIGNED ON BEHALF OF:**

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

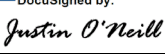
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Mike Gallagher, Business Manager

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Joe Redshaw, President

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Rick Kerr, Treasurer

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Dave Turple, Vice President

DocuSigned by:  
  
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Steve Booze, Recording-Corresponding  
Secretary

DocuSigned by:  
  
2B27BF28D8104E2...  
Recommended By: Justin  
O'Neill Toronto Area Supervisor

Mississauga, ON L4W 4Y4

City, Province, Postal Code

T: (905) 629-0587

Telephone and Fax Number(s)

**LETTER OF UNDERSTANDING # 3**

**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**  
**(the “Employer Association”)**

– and –

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
**(“Local 793”)**

**WHEREAS** the employers represented by Toronto and Area Road Builders Association are required to make contributions to the International Union of Operating Engineers, Local 793 Training Trust Fund (“Training Trust Fund”) pursuant to **Article 3** of the Collective Agreement between the International Union of Operating Engineers, Local 793 and Toronto and Area Road Builders Association (“Toronto Road Builders Agreement”);

**NOW THEREFORE** the parties agree as follows:

1. The Employer Association agrees that from and after the effective date of Toronto Road Builders Agreement, the Training Trust Fund shall continue and the Employer Association members shall make contributions in accordance with the applicable rates;
2. As of the effective date of Toronto Road Builders Agreement, the Employer Association will agree to amend the Trust Agreement of the Training Trust Fund (“Trust Agreement”) so that the Employer Association shall no longer be a party association to the Trust Agreement and will no longer have the right to appoint Trustees to the Board of Trustees, and any power of appointment which they have will be transferred to Local 793, which shall appoint all of the members of the Board of Trustees;
3. The amendments required to effect paragraph 2 above shall be made no later than December 31, 2004;
4. The Parties agree that prior to the amendments required by paragraph 2 above, an audit of the Training Trust Fund shall be undertaken;
5. It is understood by the Parties that Article 3.06(d); 6.01; 6.02; and 6.04(a), (b), (c) and (d) of the Training Trust Fund agreement shall be continued or amended as necessary so as to provide a release from any liability for the Employer Association and for employers represented by the Employer Association and any of its Trustees in respect of any liability current or contingent, in respect of funds collected, invested or otherwise disbursed by the Training Trust Fund, including any liability to Revenue Canada or otherwise required by law;
6. Toronto Road Builders Agreement shall be amended as necessary;
7. In the event that the arbitration provision of the Trust Agreement are invoked to amend the Trust Agreement, the Employer Association agrees to support the agreement set out in this Letter of Understanding;

8. The Parties agree that this Letter of Understanding forms part of Toronto and Area Road Builders Association Collective Agreement and may be enforced pursuant to the terms and conditions therein.

10/12/2023 | 1:56:28 PM EDT

DATED at 10/12/2023 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED ON BEHALF OF:**

**TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION**

DocuSigned by:

*Rick Logozzo*

212ED09ABC7A41B

Rick Logozzo, President

DocuSigned by:

*Cosimo Crupi*

40E420A7B8C042B

Cosimo Crupi, Vice President

DocuSigned by:

*Michael Ferzoco*

627ADA788BEEA3D

Michael Ferzoco, Treasurer

DocuSigned by:

*Gianni Cotognini*

B06E58A0CDA4EC

Gianni Cotognini, Secretary

Carlo DeGasperis, Board Member

5045 Orbitor Drive, Unit 12, Suite 300  
Address

Mississauga, ON L4W 4Y4  
City, Province, Postal Code

T: (905) 629-0587  
Telephone and Fax Number(s)

**SIGNED ON BEHALF OF:**

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

DocuSigned by:

*Mike Gallagher*

7BF0E67A9C6140F

Mike Gallagher, Business Manager

DocuSigned by:

*Joe Redshaw*

076E5C0BEEF341E

Joe Redshaw, President

DocuSigned by:

*Rick Kerr*

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Rick Kerr, Treasurer

DocuSigned by:

*Dave Turple*

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Dave Turple, Vice President

DocuSigned by:

*Steve Booze*

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Steve Booze, Recording-Corresponding  
Secretary

DocuSigned by:

*Justin O'Neill*

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Recommended By: Justin  
O'Neill, Toronto Area Supervisor

**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793  
("Local 793")

-and-

THE TORONTO AND AREA ROADBUILDERS' ASSOCIATION  
("TARBA")

**WHEREAS** the employers represented by TARBA are required to make contributions to the International Union of Operating Engineers, Local 793 Pension Trust Fund and Health and Welfare Trust Fund (collectively the "Pension and Benefit Trusts"), pursuant to Schedules A-D of the collective agreement between the Toronto and Area Road Builders Association and the International Union of Operating Engineers, Local 793 ("TARBA Agreement");

**AND WHEREAS** TARBA is an Employer party to the Local 793 Members Pension Benefit Trust of Ontario ("Pension Trust");

**NOW THEREFORE** the Parties agree as follows:

1. TARBA agrees that from and after the effective date of the TARBA Agreement, the Pension Trust shall continue and all TARBA members shall make required contributions in accordance with the applicable rates.
2. As of the effective date of the TARBA Agreement, TARBA agrees to amend the Pension Trust Agreement so that TARBA shall not be a party association to the Pension Trust Agreement. For clarity, TARBA shall not have the right to appoint Trustees to the Board of Trustees, and any power of appointment which they have will be transferred to Local 793, which shall appoint all of the members of the Pension Trust.
3. The amendments required to effect paragraph 2 above shall be made no later than June 30, 2025.
4. It is understood by the Parties that the Pension Trust Agreement shall be continued or amended as necessary so as to provide a release from any liability for TARBA and for the employers represented by TARBA and any of its Trustees in respect of any liability current or contingent, in respect of funds collected, invested or otherwise disbursed by the Pension Trust, including any liability to Revenue Canada or otherwise required by law;
5. The TARBA Agreement shall be amended as necessary to comply with the amendments made to the Pension Trust Agreement.
6. The TARBA shall provide all necessary support to ensure amendments to the Pension Trust Agreement contemplated herein are made.

7. The Parties agree that this Letter of Understanding forms part of the TARBA Agreement and may be enforced pursuant to the terms and conditions therein.


DATED at Brampton this 25 day of June, 2025.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 793

Signed by:  
  
217ED59ABC7A418  
Rick Logozzo President

Signed by:  
  
8F4281600A11422  
Justin O'Neill, Toronto Area Supervisor

**LETTER OF UNDERSTANDING # 5**

**BETWEEN:**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**  
(the “Association”)

– and –

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

**RE: FIT FOR DUTY/DRUG AND ALCOHOL TESTING**

The Parties jointly acknowledge the importance of health and safety on jobsites, which includes that all employees report to work fit to perform their duties and free of impairment for any reason including from drugs and alcohol for the duration of the entire shift. The Employer and Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse and misuse having regard to human rights considerations and Employer safety concerns. This includes but is not limited to making referrals to the DeNovo Treatment Centre and/or other employee assistance programs. The Parties further agree to establish a standing joint labour-management committee composed of an equal number of representatives of the Employer and an equal number of representatives of the Union to review, on an ongoing basis and without limitation, the current state of the law, developments in technology relating to drug and alcohol testing and implementing a joint drug and alcohol policy.

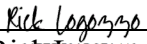
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10/12/2023 | 1:56:28 PM EDT

**DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**SIGNED ON BEHALF OF:**

**TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION**

DocuSigned by:  
  
Rick Leggo, President


DocuSigned by:  
  
Cosimo Crupi, Vice President

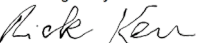
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Michael Ferzoco, Treasurer

**SIGNED ON BEHALF OF:**

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

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Mike Gallagher, Business Manager

DocuSigned by:  
  
Joe Redshaw, President

DocuSigned by:  
  
Rick Kerr, Treasurer

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 Gianni Cotognini, Secretary

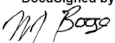
Carlo DeGasperis, Board Member

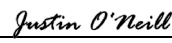
5045 Orbitor Drive, Unit 12, Suite 300  
 Address

Mississauga, ON L4W 4Y4  
 City, Province, Postal Code

T: (905) 629-0587  
 Telephone and Fax Number(s)

DocuSigned by:  
  
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 Dave Turple, Vice President

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 Steve Booze, Recording-Corresponding  
 Secretary

DocuSigned by:  
  
2527973399164521  
 Recommended By: Justin  
 O'Neill Toronto Area Supervisor



**LETTER OF UNDERSTANDING # 6**

**BETWEEN:**

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

**(the “Union”)**

**– and –**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**

**(the “Association”)**

**RE: SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN (SUB PLAN)**

**WHEREAS** the Union and the Employer are parties to a collective agreement effective May 1, 2022 to April 30, 2025 and any renewals thereof ("Collective Agreement");

**AND WHEREAS** the Union has established, with the Association’s support, a Supplementary Unemployment Benefit Plan ("SUB Plan") to provide certain monetary benefits to Union members who become unemployed and otherwise qualify under the terms of the SUB Plan;

**AND WHEREAS** the Union represents and warrants that the SUB Plan was approved by both Canada Revenue Agency and Service Canada and at all time will remain registered with the Canada Revenue Agency and Service Canada and comply with applicable laws, including but not limited to, the Income Tax Act (Canada), and the Employment Insurance Act;

**AND WHEREAS** the Employer is not a party to the SUB Plan and the Trust Agreement;

**NOW THEREFORE** the Union and the Employer (the "Parties") agree as follows:

1. The Parties agree the Collective Agreement is hereby amended to permit the establishment and funding of the SUB Plan as set out in this Letter of Understanding. To the extent there is any conflict between the Collective Agreement and this Letter of Understanding, the terms of this Letter of Understanding shall prevail.
2. To the extent there is any conflict between the terms of the SUB Plan and the Trust Agreement, and the Collective Agreement and this Letter of Understanding, the terms of the Collective Agreement and/or Letter of Understanding shall prevail.
3. The Parties agree that the contributions made by contractors bound to the Collective

Agreement 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, per hour earned as follows:

- i) May 1, 2025 – \$0.36
- ii) May 1, 2026 – \$0.36
- iii) May 1, 2027 – \$0.36

Subject to paragraph 10 below.

4. The Trustees of the Health Benefit Plan shall have full discretion to ensure funding of the Health Benefit Plan on an actuarial basis and in no event shall the redirection of funds exceed \$0.50 per hour earned under the Collective Agreement.
5. The redirection of contributions in paragraph 3 shall not be construed as changing the procedure and deadlines for contractors to remit monthly contributions. The procedures and deadlines in the Collective Agreement will prevail.
6. The Parties agree the redirection of contributions from the Health Benefit Plan to the SUB Plan shall not result in the reduction of any benefit entitlement to any member entitled to coverage under the Health Benefit Plan.
7. The Parties agree the SUB Plan shall be established, managed, operated and administered solely by the Trustees of the SUB Plan and that that nothing herein shall be construed to make the Employer, or any individual contractor bound to the Collective Agreement, an insurer or provider of SUB Plan benefits. The financial obligation of the Employer and any individual contractor bound to the Collective Agreement is entirely fulfilled by making the contributions required to the SUB Plan according to the terms of the Collective Agreement as amended by this Letter of Understanding. The Employer or any individual contractor bound to the Collective Agreement shall not be liable to any employee or the Union for SUB Plan top-up payments.
8. The Union agrees that nothing in this Letter of Understanding shall result, directly or indirectly, in any increased costs or contribution rates to the Employer and any contractors bound to the Collective Agreement while it is effective.
9. The Parties agree any issue concerning the SUB Plan (including but not limited to eligibility to participate in, and entitlement under, the SUB Plan) shall be subject to the specific provisions of the SUB Plan. Any dispute over payment of SUB Plan benefits shall be adjusted solely between the member and the Trustees of the SUB Plan. The Employer, or any individual contractor bound to the Collective Agreement, shall not be requested or required to participate in any such dispute.
10. No individual contractor bound to the Collective Agreement shall be asked, required or permitted to sign a participation agreement, including but not limited to the Participation Agreement in Schedule "B" of the Trust Agreement, without the express written consent of

the Employer.

11. Any duty, obligation or requirement in the SUB Plan and/or Trust Agreement, including but not limited to procedures for individual contractors to remit contributions to the SUB Plan and penalties for failing to do the same, shall be unenforceable against the Employer and individual contractors bound to the Collective Agreement. This includes, but is not limited to, the deadlines for contribution remittances, procedures for remitting contributions, the powers of the Union and/or Trustees to request documents from contractors and to perform audits of individual contractors, charge interest, liquidated damages and any other penalty that may be imposed on contractors for failing to remit contributions. The provisions of the Collective Agreement in respect of any of the aforesaid matters will prevail. In the absence of any provision in the Collective Agreement, no such power on the part of the Union or the Trustees can be inferred despite the provisions of the SUB Plan or the Trust Agreement.
12. The Union agrees to save harmless and indemnify the Employer, and any individual contractor bound to the Collective Agreement, from and against any claim, charge, tax, penalty, damages or demand which might be made upon the Employer and/or any contractors in connection with this Letter of Understanding respecting withholdings and remittances pursuant to the *Income Tax Act (Canada)*, the *Employment Insurance Act*, the *Canada Pension Plan Act*, and pursuant to any other duly recognized federal and provincial taxing authorities or statutes, and in respect of any claim, charge, tax or penalty which may be made on behalf of or related to the Canada Employment Insurance Commission and Canada Pension Commission or any other government agency or commission under the applicable statutes and regulations with respect to any amount paid to a member under the SUB Plan, and from and against any claim of whatever nature which may be made by, on behalf of or in respect of any member in connection with the SUB Plan, including legal fees and expenses related to such claims.
13. In addition, the Union agrees to indemnify the Employer and any contractor bound to the Collective Agreement, in respect of any claims or demands by Employment and Social Development Canada ("ESDC"), or any similar governmental agency, for overpaid benefits which, according to the ESDC, should be clawed back due to the payments to a particular employee from the SUB Plan, and any interest or penalties relating thereto and any reasonable costs or expenses incurred in defending such claims or demands.
14. 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.
15. Upon request, the Union or the Trustees will provide the Employer with a copy of the SUB Plan or the Trust Agreement. In the event that the Union or the Trustees amend the terms of the SUB Plan or the Trust Agreement, or terminate the SUB Plan or Trust Agreement, at any time following the execution of this Letter of Understanding, the Employer shall be

provided with notice, in writing, no later than 30 days prior to the effective date of the amendment or termination.

16. This Letter of Understanding is being entered into on a without precedent and prejudice basis.

17. The Parties agree they may execute this Letter of Understanding in counterpart and all of the parts shall constitute the whole. Signed facsimile or .pdf copies of this Letter of Understanding are binding as if originally executed.


10/12/2023

10/12/2023 | 1:56:28 PM EDT

**DATED at** \_\_\_\_\_ **this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_\_.

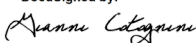
**SIGNED ON BEHALF OF:**

TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION

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Rick Logozzo, President

DocuSigned by:  
  
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Cosimo Crupi, Vice President

DocuSigned by:  
  
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Michael Ferzoco, Treasurer

DocuSigned by:  
  
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Gianni Cotognini, Secretary

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Carlo DeGasperis, Board Member


\_\_\_\_\_  
5045 Orbitor Drive, Unit 12, Suite 300  
Address

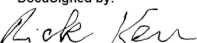
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City, Province, Postal Code

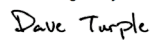
**SIGNED ON BEHALF OF:**

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 793

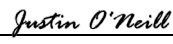
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Mike Gallagher, Business Manager

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Joe Redshaw, President

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Rick Kerr, Treasurer

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Dave Turple, Vice President

DocuSigned by:  
  
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Steve Booze, Recording-Corresponding  
Secretary

DocuSigned by:  
  
Recommended By: Justin  
O'Neill, Toronto Area Supervisor

T: (905) 629-0587

Telephone and Fax Number(s)

**LETTER OF UNDERSTANDING # 7**

**BETWEEN:**

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

**- and -**


**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**

This letter will confirm our agreement reached during negotiations that the Union and Association will form a joint committee to discuss and work toward resolutions to issues facing TARBA members in respect to training.

**DATED at** Brampton **this** 25 **day of** June, 2025.

**SIGNED ON BEHALF OF:**

**TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION**

Signed by:  
  
217ED59ABC7A418...  
Rick Logo  
President

**SIGNED ON BEHALF OF:**

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

Signed by:  
  
8F4281600A11422...  
Justin O'Neill, Toronto Area Supervisor

**LETTER OF UNDERSTANDING # 8**

**BETWEEN:**

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

**- and -**

**TORONTO AND AREA ROAD BUILDERS ASSOCIATION**


**RE: COMMITTEE TO ADDRESS NON-UNION COMPETITION**

The parties agree to establish a joint committee that will meet at least quarterly during the life of the agreement to discuss and make good faith efforts to address issues in the sector with respect to non-union competition. This may include best efforts by the parties to explore implementing fair wage policies within the various municipalities covered by this collective agreement.

**DATED at** Brampton **this** 25 **day of** June, **20**25.

**SIGNED ON BEHALF OF:**

**TORONTO AND AREA  
ROAD BUILDERS ASSOCIATION**

Signed by:  
  
247ED69ABC7A418...  
**Rick LogoZZo** President

**SIGNED ON BEHALF OF:**

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

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8F4281600A11422...  
**Justin O'Neill**, Toronto Area Supervisor