

COLLECTIVE AGREEMENT

Between

CIRRUS MANAGEMENT CONTRACTING LIMITED

and

CLAC LOCAL 6

DURATION: April 1, 2021 – March 31, 2024

COLLECTIVE AGREEMENT

Between

CIRRUS MANAGEMENT CONTRACTING LIMITED
(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6
(hereinafter referred to as "the Union")

DURATION: April 1, 2021 – March 31, 2024

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer, the Union and the employees and to provide the machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as, the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act*.
- 1.03 In recognition of the mutually advantageous nature of the relationship of the parties, each Contractor shall contribute one-half (½) of the printing costs of the Collective Agreement booklets, which are distributed to the employees and management of the Contractor.
- 1.04 The Employer recognizes and agrees to maintain all rights and privileges enjoyed by employees covered by this Collective Agreement, even though not all such established rights and privileges are outlined herein.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for:

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- a. all its employees employed in the province of Ontario save and except carpenters and carpenter apprentices, and non-working forepersons, persons above the rank of non-working foreperson, and sales and office staff;
 - b. employees of the Employer for whom the Union has been certified as exclusive bargaining agent by the Ontario Labour Relations Board;
 - c. all employees of the Employer employed in the Province of Ontario and not otherwise covered by sub-paragraph (a) or (b) hereof, save and except non-working forepersons, persons above the rank of non-working foreperson, sales and office staff and employees for whom another trade union holds valid and subsisting bargaining rights as of the date of execution of this Agreement.
- 2.02 Employees for which another trade union has bargaining rights with the Employer are excluded from the provisions of this Collective Agreement.
- 2.03 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the duly appointed representatives of Construction Workers Union, CLAC Local 6 are authorized to act on behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.05 The Union acknowledges that it is the exclusive right of the Employer to manage its enterprise and this right includes, but

is not limited to, the right to hire, fire, promote, demote and suspend employees provided that a claim by any employee that they have been disciplined or discharged without just cause may be the subject of a grievance.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a. The Union may appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
 - b. Local 6 Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.
- 3.04 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or

concern to that Employer, the Union and the employees. A Local 6 Representative may attend such meetings.

- 3.05 There shall be no Union activity during working hours, on any Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.06 Local 6 Representatives shall have the right to periodically visit job sites without disrupting productivity.
- 3.07 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the Unit and realizes that, in order to provide maximum opportunities for continuing employment, good working conditions and better than average wages, the Employer must be in a strong market position, which means that it must produce at the lowest possible costs consistent with fair labour standards. The Union, through its bargaining position, assumes a joint responsibility in the attainment of these goals. The Union, therefore, agrees that it will cooperate with the Employer and support its efforts to assure a full day's work on the part of its members. It further agrees that it will support the Employer in its efforts to eliminate waste in production, conserve materials and supplies, improve the quality of workmanship, prevent accidents and strengthen goodwill between the Employer, the employee, the customer and the public.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or

otherwise restrict or interfere with the Employer's operation through its members.

- 4.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT & HIRING POLICY

- 5.01 The Union and the Contractor will cooperate in maintaining a desirable and competent labour force. The Contractor will notify the Union of personnel requirements giving as much prior notice as possible. The Union will provide a list of personnel available. The Contractor, at its discretion, may hire employees so listed or from other sources.
- 5.02 When the Employer requires additional employees, they shall follow this procedure:
- a. The Employer may recall from layoff, employees who previously worked for the Employer under the provisions of a Collective Agreement with CLAC or with any CLAC Affiliated Local.
 - b. The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of labour requirements giving as much prior notice as possible. The Union will provide a list of personnel available. The Employer at its discretion may hire employees so listed or from other sources.

To assist in the efficient placement of appropriately skilled members the Employer will inform the Union **on or before the date** that employees are laid off and **on or before the date** new employees are hired.

5.03 To assist in the efficient placement of appropriately skilled members with Employers, it is agreed that the Employer will inform the Union Office of members who are laid off and when new employees are hired where no Union members are available. Laid off members are also required to notify the Union of their status.

5.04 Where the Contractor subcontracts work, they shall invite tenders from all related trade contractors listed in the current CLAC trade directory. When inviting and/or accepting a subcontracting arrangement with non-CLAC affiliated contractors, the Contractor will inform such sub-contractors of a preference for CLAC affiliated trades, and require that such sub-contractors permit their employees working on site to meet with a CLAC representative to discuss the advantages of being organized with CLAC.

5.05 **Temporary Employees**

Short term employees are hired directly by a contractor when no suitable employees are available via the Union's employment service. Such employee may be paid a rate mutually agreed between the employee and the Contractor for up to four (4) months of employment. After such time, the general labourer rate is applicable at minimum. Such employees will have Pension, Benefit, Education & Assistance monies remitted to the Union upon the completion of two (2) months of employment, effective their date of hire. Such employees shall have Union dues and fees deducted and shall

have vacation pay remitted to the Union on their behalf, at ten percent (10%) from date of hire. In the event of a need for layoff, temporary employees will be laid off prior to layoff of a regular employee.

- 5.06 Students enrolled full-time in secondary school, college or university are exempt from the provisions of this Collective Agreement. Students are not part of the regular workforce but may work for temporary periods throughout the year. In the event of a need for layoff, students will be laid off prior to layoff of a regular employee.

ARTICLE 6 - UNION DUES, REMITTANCES, AND DATA COLLECTION

- 6.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to the Union dues as set by the National Convention of the Union and as described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire.
- 6.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.
- 6.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 6.04 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:

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- a. first, middle and last name;
- b. work location/job site;
- c. rate of hourly pay;
- d. any hourly premiums;
- e. gross earnings;
- f. total regular and overtime hours worked in the month for which such deductions are made. (If an employee earned both 1½ and double time overtime premiums, these hours shall be recorded separately);
- g. dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
- h. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement.
- i. Social Insurance Number; and,
- j. date of birth;

6.05 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:

- a. complete mailing address;
- b. e-mail address;
- c. primary telephone;
- d. date of hire;

- e. classification, including trade certificate number and apprenticeship level or year;
- 6.06 The Employer shall also record on a remittance any of the following changes in employment status;
- a. Change in classification, level or apprenticeship year; or
 - b. Job end date (for temporary, or permanent separation).
- 6.07 All contributions and deductions pursuant to Article 9 (Vacation and Vacation Pay), Article 12 (Health and Pension Benefits), and Article 17 (Industry Fund/Education & Assistance Fund) shall be remitted together with and in the manner described for Union dues, as set out here in this article.
- 6.08 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union.
- 6.09 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof. The wages shall apply to all work performed in the construction, erection, repair, remodelling or alteration of a

building or structure, in whole or in part, which shall be or is being used for commercial, industrial or institutional purposes.

Where a new classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employee(s) involved. Failure to reach agreement shall be subjected to the Grievance Procedure.

- 7.02 When the weather does not permit employees to start work at the regular starting time and the superintendent decides to send personnel home, any employee who has reported for work will be compensated with three (3) hours of their regular pay, unless they were notified beforehand by their Employer not to report for work.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 A regular workday shall consist of eight hours between 8:00 a.m. and 4:30 p.m. A regular workweek shall consist of forty (40) hours, comprised of five (5) regular work days, Monday to Friday inclusive.
- 8.02 All work performed on Saturdays, all hours worked in excess of nine (9) hours on a workday and any hours in excess of forty-four (44) hours in a work week, shall be paid at the rate of one and one-half times (1½x) the regular rate of pay.
- 8.03 For night shifts, a seven percent (7%) premium is paid for all hours worked between 6:00 p.m. and 6:00 a.m. Employees hired prior to 2011 are grandfathered at the night shift rate applicable at the time.
- 8.04 Work shall not be performed on Sunday. However, if extraordinary circumstances necessitate work on Sunday, time

worked shall be paid at the rate of two times (2x) the regular rate of pay.

No employee shall be compelled to work on a Sunday or any other day of the week if such work conflicts with the established religious convictions of the employee.

- 8.05 Where a shift change causes an employee to lose work hours, the Employer shall pay for such time lost as hours worked and in the same pay period. E.g., where switched to days from nights, to nights from evenings or to evenings from days. This provision applies during a project and is not effective in transition from the end of one project to the beginning of another.

ARTICLE 9 - VACATION AND VACATION PAY

- 9.01 All employees who are covered under this Agreement shall receive as vacation pay ten percent (10%) of the employee's total earnings exclusive of the Employer's contribution to the Union's Benefit Plan. Income tax shall be deducted weekly from the employee's earnings increased by the amount of vacation pay.

The parties agree that vacation pay shall be deemed to include payment for Public Holidays as defined in the *Employment Standards Act, 2000 (ESA)* as amended from time to time, and that such manner of payment is equivalent to, or greater than any like benefit required by the ESA.

- 9.02 Vacation periods shall be arranged by mutual agreement between the Employer and each employee. Employees shall be granted their vacation periods as requested insofar as it is practicable and in accordance with seniority, unless an

Employer decides to grant all vacations at one time, in which case that Employer shall give the employees at least six (6) weeks advance notice.

- 9.03 The Employer agrees to remit the Vacation Pay of each employee as agreed upon in Article 9.01 of this Agreement and in accordance with the regulation set by the Employment Standards Branch, Ministry of Labour, and per Article 6.
- 9.04 In accordance with the Agreement with the Employment Standards Branch, Ministry of Labour, the Board of Trustees of the Union's Vacation Pay Trust Fund, is obligated to take any steps which may be available to them either in law or in equity or in bankruptcy as may be necessary or desirable to effect collection from delinquent Employers. All costs incurred in the collection of said payment will be charged to such defaulting Employer.
- 9.05 The Employer agrees to give the auditor of the Union's Trust Fund the privilege to examine that Employer's records concerning hours and monies forwarded to the Union, if and when the auditor so desires. Any date for such an examination will be pre-arranged in writing between the auditor, that Employer and the Union.

ARTICLE 10 - HOLIDAYS

- 10.01 Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day and Thanksgiving Day shall not be regular working days. All work performed on such days shall be overtime and paid for at the rate of one and one-half (1½) times the regular hourly rate.

ARTICLE 11 - LAYOFFS

- 11.01 In case of layoff, an employee shall be given at least a one (1) hour notice or one (1) hour's pay in lieu thereof.
- 11.02 Whenever the Employment Insurance (EI) Record of Employment is not given to the employees at the time of termination, they shall be sent by their Employer to the employee by registered mail to their last known address within forty-eight (48) hours from the time of termination.

ARTICLE 12 - HEALTH AND PENSION BENEFITS

- 12.01 The Employer agrees to give full cooperation to the Benefit Plan for the benefit of all employees covered under this Agreement. The Benefit Plan, maintained and administered by the Union and supervised by a Board of Trustees, provides for a certain amount of income in case of inability to work due to sickness or accident not covered by compensation through the Workplace Safety & Insurance Board (WSIB), a life and dismemberment insurance, a major medical health insurance, a dental plan, pension benefits and additional benefits to be determined by the Union from time to time.

12.02

a. **Employee paid Long Term Disability**

The Employer shall deduct an amount determined by the Union from the employee's 1st paycheque each month. The rate will be adjusted annually with the Health Fund renewal. The current applicable rate, as determined by the CLAC benefits office and communicated to the Employer (amount subject to confirmation, and membership amendment to the amount of coverage).

b. The Employer agrees to pay an amount of money, as outlined under Schedule “A” to the Union Benefit Plan for each hour worked by each employee covered under this Agreement as an irrevocable contribution to the Union's Benefit Plan. Allocation to the Union's Health Plan and the Union's Pension Plan will be as set out on Schedule “A,” attached hereto and made part hereof.

c. Pension

The Employer agrees to deduct by way of payroll deduction and contribute as per Article 6, voluntary employee pension contributions in addition to any other Collective Agreement pension plan contributions. Such amounts shall not exceed the limits established by Canada Customs & Revenue Agency.

d. A request for such deductions shall be submitted to the Employer in a format provided by the Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office with the first remittance of such additional voluntary contributions. Requests shall be limited to two (2) changes/adjustments per year.

12.03 Employers' contribution to the Union's Pension Plan shall be remitted as per Article 6.

ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

13.01 When employees regularly working for the Employer at or out of the Employer's shop are required to travel to jobs in which the Employer is involved and which lie outside a 45 kilometre

radius and/or over a 45 minute drive (on average) from the Employer's Shop, the following conditions shall apply:

- a. the employee shall report to work at the Employer's shop and the transportation of the employees shall be provided by the Employer and in that Employer's vehicles;
- b. when this rule is impractical for the Employer, and the employee is required to use their own car, the employee shall be reimbursed at the following rate for any distance travelled outside of the above limits;

Per Kilometre - 55¢/km

If the Employer requests an employee who is already at a work site to travel to another work site during the course of a workday, or to report to a different jobsite during the workweek and the employee's vehicle is used for such transportation, the vehicle owner shall be paid mileage.

- c. where an employee is required to use a public means of transportation, his Employer shall bear the full cost of such means of public transportation;
- d. subject to Article 8, for jobs which are outside a 45 kilometre radius and/or 45 minute drive (on average) from the Employer's shop, employees shall be paid both ways at their regular hourly rate for all time spent traveling outside the 45/45 free zone, in addition to any reimbursements set out in Article 13.01 b) or c) above. For clarity, the time spent travelling from the Employer's shop to the job site and returning to the Employer's shop shall be considered as time worked for the purposes of this Agreement, and is paid for when it exceeds one and one-half (1½) hours daily.

13.02 Where jobs are undertaken by the Employer in areas which are at any distance from the Company's Headquarters or home base and where employees are required to find board and lodgings, the Employer shall make the necessary arrangements and bear the costs of such board and lodgings.

13.03 When out of town projects make use of labour local to the project, the provisions of Article 13.01 and 13.02 do not apply, provided such workers live within the travel zone of the project (within (45 km/45 minutes). If outside this zone, Article 13.01 and 13.02 shall be applicable.

ARTICLE 14 - SAFETY/DANGER PAY

14.01 The Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the workers.

14.02 If an employee is required to work in an environment that requires protective clothing, breathing apparatus or the removal of asbestos, because it is hazardous to the employee's health, either immediate or of a long term effect, then that employee shall receive as danger pay one dollar and fifty cents (\$1.50) per hour above their hourly rate.

14.03 The Employer agrees to cooperate with the Union when safety and related courses are made available to the members employed with the Employer.

ARTICLE 15 - REST PERIODS

15.01 A break period of at least one-half ($\frac{1}{2}$) hour shall be provided for lunch.

15.02 Coffee breaks in mid-morning and mid-afternoon of ten (10) minutes shall be granted by the Employer.

ARTICLE 16 - BEREAVEMENT LEAVE

16.01 In The case of the death of a member of the employee's immediate family, the Employer will grant a leave of absence from work for the purpose of grieving, making arrangements for the funeral and attending the funeral. Paid time for such leave is limited to two (2) working days.

16.02 Immediate family is defined as one relation removed from the employee which may include but not limited to: spouse, child (including legal dependant), parent (in-law), grandparent, brother (in-law), sister (in-law).

ARTICLE 17 - INDUSTRY FUND/EDUCATION & ASSISTANCE FUND

17.01 The Employer shall contribute to the Industry Fund and the Education and Assistance (E&A) Fund for each hour worked by each employee covered by this Agreement and shall remit such contributions as set out in Article 6. The contribution levels are indicated on Schedule "A" of this Collective Agreement.

These funds are used to provide Local 6 members with general and specific industry training, health and safety training, trade specific training, skills upgrading and training in interpersonal relations and communication skills as well as general assistance to members and contractors. These funds also pay for related costs of instructional and promotional materials, instructors, facilities, promotion, room and board as well as wage reimbursement. The Local 6 Board oversees and

approves courses, expenditures, etc. Financial statements are audited by chartered accountants.

ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.01 The parties to this Agreement recognize the Stewards and the Local 6 Representative specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- 18.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- 18.03 A “Group Grievance” is defined as a single grievance, signed by a Steward or a Local 6 Representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 18.04 A “Policy Grievance” is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 19, by-passing Steps 1 and 2. Such Policy Grievance shall be signed by a Steward or a Local 6 Representative, or in the case of an

Employer's Policy Grievance, by the Employer or their representative.

18.05 **Step 1:** Any employee having a grievance will, accompanied by a Steward or Local 6 Representative, submit the same to their immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of their decision in writing.

Step 2: If the grievance is not settled under Step 1, a Union Representative may within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written grievance to that Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. Such Employer shall notify the grievor and the Union Representative of their decision in writing within three (3) workdays following the said meeting.

ARTICLE 19 - ARBITRATION

19.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

19.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

- 19.03 If a notice of desire to arbitrate is served, the two (2) parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the name and address of its nominee. The two (2) arbitrators so appointed shall attempt to select, by agreement, a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 19.04 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 19.05 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 19.06 Notices of desire to arbitrate and of nomination of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of receipt shall be deemed to be the date of service.
- 19.07 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 18.03, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and their decision shall be final and binding upon both parties.
- 19.08
- a. The time limits contained in Articles 17 and 18 are mandatory, but may be extended by written agreement of the parties.

- b. It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 17 and 18 where it appears that the default was owing to a reliance upon words or conduct of the other party.
- 19.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at day rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 19.10 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which is, in its opinion, just and equitable.
- 19.11 Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

ARTICLE 20 - DURATION

20.01 This Agreement shall be effective from the first (1st) day of April, two thousand and twenty-one (2021) until the thirty first (31st) day of March, two thousand and twenty-four (2024) and for further periods of one (1) year, unless notice shall be given, by either party, of the desire to amend, change or delete any of the provisions contained herein, within the period of ninety (90) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

20.02 Where no renewal Agreement is put into place and this Collective Agreement automatically renews, the hourly pay rates, all plan contributions and all premiums will be adjusted according to the provincial Consumer Price Index (CPI) change. This will be calculated annually, using the CPI figure for the month that the Collective Agreement expires.

DATED at _____, ON, this ___ day of _____, 20__

Signed on behalf of
CIRRUS MANAGEMENT CONTRACTING LIMITED

Per _____ Per _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

Per _____ Per _____

**SCHEDULE “A”
 CLASSIFICATIONS AND RATES OF PAY**

	Hr Rate	Vac Pay	Pension	HF	Ind Fund	E&A	Total
Machine Operators, Equipment Mechanic							
Current	37.59	3.76	5.00	1.82	0.15	0.21	48.53
Apr 1/21	38.15	3.82	5.20	1.82	0.20	0.21	49.40
Apr 1/22	38.73	3.87	5.35	1.86	0.20	0.21	50.22
Apr 1/23	39.31	3.93	5.50	1.90	0.20	0.21	51.05
Skilled Labourer, Cement Finisher, Truck Driver							
Current	36.01	3.60	5.00	1.82	0.15	0.21	46.79
Apr 1/21	36.55	3.66	5.20	1.82	0.20	0.21	47.64
Apr 1/22	37.10	3.71	5.35	1.86	0.20	0.21	48.43
Apr 1/23	37.65	3.77	5.50	1.90	0.20	0.21	49.23
Intermediate Labourer							
Current	31.84	3.18	5.00	1.82	0.15	0.21	42.20
Apr 1/21	32.32	3.23	5.20	1.82	0.20	0.21	42.98
Apr 1/22	32.80	3.28	5.35	1.86	0.20	0.21	43.70
Apr 1/23	33.29	3.33	5.50	1.90	0.20	0.21	44.43
General Labourer							
Current	27.55	2.76	5.00	1.82	0.15	0.21	37.49
Apr 1/21	27.96	2.80	5.20	1.82	0.20	0.21	38.19
Apr 1/22	28.38	2.84	5.35	1.86	0.20	0.21	38.84
Apr 1/23	28.81	2.88	5.50	1.90	0.20	0.21	39.50

NOTES:

1. In OLRB Areas 4 (Brantford), 5 (Niagara), 6 (Waterloo) and 9 (Durham), the hourly wage rates are 90% of those in Schedule “A”. Contributions to Union funds remain per Schedule “A”.
2. In OLRB Areas other than 1, 4, 5, 6, 8, 9, and 26, the hourly wage rates are 85% of those in Schedule “A”; fund contributions are according to Schedule “A”.
3. **Skilled Labourer** - fully skilled and experienced in construction work; generally with 4 or more years of experience.
4. **Intermediate Labourer** - familiar with many aspects of construction work; needs supervision, generally with 2-4 years of experience.
5. **General Labourer** - does general clean up and provides assistance on job sites; is entry level in construction industry with generally 0-2 years experience.
6. General Labourer may progress to Intermediate Labourer and Skilled Labourer based on skill, ability and length of service.
7. Classification and rate of pay of any new labourer hired after the signing of this Agreement is to be determined in consultation between the contractor, a job foreperson and a Union Representative, if requested. Any dispute with regard to the appropriate classification of any labourer, may be resolved through the grievance procedure.

8. Maintenance Rate:

The "maintenance rate" is only to be applied to "maintenance contracts" of one year or more. The wage rate applied shall be ten per cent (10%) less than the construction hourly wage rate. Implementation of the "maintenance rate" is to be agreed upon with the employee(s) affected before it is applied. Prior to implementation, an employer who wishes to apply the "maintenance rate" shall notify the Union Representative of the contract it is to apply to, how long the contract is for and which employee(s) will be affected. Such a request will be subject to review by the Union to determine if the "maintenance rate" is warranted.

9. Responsibility Premiums are paid at Schedule "A" rates regardless of OLRB Area.

Lead Hand is paid a premium of fifty cents (50¢)/hour.

Foreperson is paid a premium of seven percent (7%).

Apprentices shall be paid the following minimum rate:

1st Period 40% of journeyperson's rate
plus 10% vacation pay plus benefits.

2nd Period 50% of journeyperson's rate
plus 10% vacation pay plus benefits.

3rd Period 60% of journeyperson's rate
plus 10% vacation pay plus benefits.

4th Period 70% of journeyperson's rate
plus 10% vacation pay plus benefits.

5th Period 80% of journeyperson's rate
plus 10% vacation pay plus benefits.

LETTER OF UNDERSTANDING #1

Between

CIRRUS MANAGEMENT CONTRACTING LIMITED

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

PERSONAL EMERGENCY DAYS

Whereas the Employer and the Union are bound by a Collective Agreement effective from April 1, 2021 to March 31, 2024 and any renewals thereof;

The parties agree that per Employment Standards all employees will be granted ten (10) Personal Emergency Leaves (PEL) for personal or family emergencies or urgent matters. Such events will be considerate of the reasons permitted in legislation. It is understood, per legislation, that the first two PEL days in any year are to be paid by the Employer of nine (9) hours of regular time. It is understood that such hours will not be utilized for the calculation of weekly overtime.

In addition to any statutory paid and unpaid leave, employees shall be paid for up to three (3) days sick leave in a calendar year at the employee's regular rate of pay for the hours the employee is regularly scheduled to work.

Paid sick leave is considered time worked for the purposes of the Collective Agreement. The Employer will pay the member and will be reimbursed through the WSIB claim process.

CIRRUS MANAGEMENT CONTRACTING LIMITED
COLLECTIVE AGREEMENT: April 1, 2021 – March 31, 2024

DATED at _____, ON, this ____ day of _____, 20____

Signed on behalf of **CIRRUS MANAGEMENT CONTRACTING LIMITED**

Per _____ Per _____

Signed on behalf of **CONSTRUCTION WORKERS UNION, CLAC LOCAL 6**

Per _____ Per _____

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CLAC TRAINING

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CLAC JOBS

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