

COLLECTIVE AGREEMENT

Between

BESSELING MECHANICAL INC.

and

CLAC LOCAL 6

DURATION: April 1, 2020 – March 31, 2023

COLLECTIVE AGREEMENT

Between

BESSELING MECHANICAL INC.

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

(hereinafter referred to as "the Union")

DURATION: April 1, 2020 – March 31, 2023

TABLE OF CONTENTS

Article 1 - Purpose	1
Article 2 - Recognition	2
Article 3 - Union Representation	3
Article 4 - Strikes And Lockouts	5
Article 5 - Employment Policy.....	6
Article 6 - Union Dues, Remittances And Data Collection.....	8
Article 7 - Wages And Rates Of Pay	10
Article 8 - Hours Of Work And Overtime	14
Article 9 - Vacation And Vacation Pay.....	14
Article 10 - Holidays.....	16
Article 11 - Layoffs	17
Article 12 - Benefits	17
Article 13 - Pension.....	19
Article 14 - Transportation, Travel Time And Room And Board	21
Article 15 - Safety/Danger Pay.....	23
Article 16 - Rest Periods.....	24
Article 17 - Education And Assistance Fund.....	24
Article 18 - Grievance Procedure	25
Article 19 - Arbitration.....	28
Article 20 - Jury Duty & Bereavement Leave	30
Article 21 - Duration	31
Schedule "A" - Classifications And Rates Of Pay	32
Schedule "B" - Travel Zone	34
Letter Of Understanding #1	35

COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement (“this Agreement”), which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b. to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c. to establish an equitable system for the layoff and rehire of employees;
 - d. to establish a just and prompt procedure for the disposition of grievances; and
 - e. through the full and fair administration of all the provisions contained within this Agreement to achieve a relationship among the Union, the Employer(s), and the employees which will be conducive to their mutual well-being.
- 1.02 Wherever the singular or masculine are used in this Agreement, the same shall be construed to mean the plural or the feminine where the context or the parties hereto so require.
- 1.03 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder, which shall continue in full force and effect and be considered as if this Agreement had been executed without the invalid portion.

- 1.04 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* and the *Occupational Health and Safety Act*.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for:
- a. all its employees employed at and working out of Hamilton save and except non-working foremen, persons above the rank of non-working foreman, and sales and office staff;
 - b. employees for whom the Union has been certified as exclusive bargaining agent by the Ontario Labour Relations Board;
 - c. all employees employed in the Province of Ontario and not otherwise covered by sub-paragraph (a) or (b) hereof, save and except non-working foremen, persons above the rank of non-working foreman, 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.
 - d. Students enrolled in school full time and intending to return are excluded from the terms of this Collective Agreement during their regular scheduled vacations break to a maximum of four (4) months.

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

- 2.02 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. Without limiting the generality of the foregoing, no classification, work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.03 The Employer agrees that the duly appointed representatives of the Christian Labour Association of Canada and Construction Workers 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.
- 2.04 The Union acknowledges that it is the exclusive function of the Employer to hire, fire, promote, demote and suspend employees provided that a claim by any employee that he has been disciplined or discharged without reasonable 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. Union Representatives are representatives of the employees in all matters pertaining to this Agreement,

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

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 the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union 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 Union 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.

- 3.08 Negotiating committee members shall be recognized as having authority to participate in the negotiations for a collective agreement and any renewals thereof. Negotiating committee members shall be granted paid leave from their scheduled work to participate in bargaining meetings.

ARTICLE 4 - STRIKES AND 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 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 manpower requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Contractor at its discretion may hire employees so listed or from other sources.
- 5.02 To assist in the efficient placement of appropriately skilled members with the Employer, 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.
- 5.03 Where the Employer sublets work which otherwise would be performed by employees covered by this Agreement, the Employer agrees to hire only sub-contractors whose employees will be paid not less than the rates of pay listed on Schedule "A".
- 5.04 New employees shall serve a probation period of three months from date of hire. The purpose of the probationary period is to determine suitability of the employee to the trade and to the Employer. As such, a lesser standard of just cause may be applied in terminating the employment of an employee during probation.
- 5.05 Where mutually agreed, the probation period may be extended for a maximum of three (3) additional months. Conditions for such extension are as follows:

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

- a. a mid-probationary review meeting with the employee is held (during the initial probationary period).
- b. ordinarily a probationary employee will work with several forepersons to permit broad feedback to the Employer during the probation.
- c. there is no economic advantage in extending probation by, e.g. delay in implementation of pay rates or remittance of fund, etc.
- d. the probation extension meeting is attended by a Union steward, or a staff representative.
- e. notice of a mutually agreed extension is furnished to the local Union Office.
- f. the Employer undertakes to provide monthly progress interviews for each month of the probation extension.

5.06 During probation, all terms and conditions of the Collective Agreement apply, amended as follows:

- a. Rates per Collective Agreement.
- b. Regular hourly contributions for health benefits, union dues and fees and EAF are remitted upon completion of second month of employment, for all hours retroactive to date of hire by separate cheque.
- c. Regular hourly contributions for pension are remitted on the next regular remittance following completion of three (3) months employment, retroactive to date of hire.
- d. Where regular three (3) months probation is not met, the Employer will pay out vacation pay directly, remit fees,

dues, and EAF from date of hire with the next remittance. Where probation ends before pension and health fund become payable (per (b) and (c) above), the Employer is not obligated to pay such amounts.

- 5.07 A student who becomes a full time employee shall have the three month probationary period reduced to two months provided at least three months of employment is considered in the probation. Upon completion of this probation period, pension and benefits to be remitted retroactive to the date the employee began probation and ceased to be a student.

ARTICLE 6 - UNION DUES, REMITTANCES AND DATA COLLECTION

- 6.01 The Employer shall remit employee deductions and Employer contributions, as the case may be, for union dues, fees, fund contributions and the like, to the Union, in a format prescribed by the Union. On such remittance the Employer will furnish the following information for each employee:
- a. First name & last name;
 - b. rate of pay;
 - c. total regular and overtime hours worked in the period for which such deductions are made;
 - d. dues and fees deducted on behalf of the employee as prescribed by the Union; and,
 - e. contributions to Union funds on behalf of the employee and deductions from an employee toward Union funds as prescribed by this Agreement.

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

6.02 When an Employer hires a new employee, the Employer shall also include on the next remittance in addition to the information required in Articles 5 and 6, above, the following information employee information:

- a. contact information, including home phone, cellphone, email and mailing address;
- b. Social Insurance Number;
- c. date of birth;
- d. date of hire;
- e. employment classification.

6.03 The total amount(s) deducted and contributed 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 and are owed. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

6.04 Dues Deduction

- a. Each Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as continued within the Employer Dues Directive issued by the Union office.
- b. Each Employer is authorized to deduct any administration fees owing by employees to the Union when hired.

The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union in accordance with

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

Article 6, above. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

- 6.05 All new employees shall be referred by the Employer to a union steward or a union representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.
- 6.06 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

- a. 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.
- b. Pay will be provided by cash, cheque or automatic bank deposit to the financial institution with the employee's choice, no later than by the end of the workday on Thursdays. Where a statutory holiday falls on a Thursday,

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

pay will be made available the banking day prior to the holiday.

7.02 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.

7.03 If an employee who regularly works more than three (3) hours a day is required to present himself or herself for work but works less than three (3) hours, despite being available to work longer, the employer shall pay the employee wages equal to the employee's regular rate for three (3) hours of work.

This shall not apply if the Employer is unable to provide work for the employee because of fire, lightning, power failure, storms or similar causes beyond the Employer's control that result in the stopping of work. The circumstances must be responsible for the complete stoppage of an employee's work. If the circumstances only reduce the demand for the employee's services, the three (3) hour rule will apply.

7.04 Responsibility premium shall be paid to the employee primarily responsible for the full time on site supervision including:

- directing the Employer's workforce;
- coordinating work with other trades;
- ordering materials;
- contacting the office;
- filling out time sheets;
- interacting with general contractor/builder
- reading and the laying out from plans/blueprints; and
- planning the daily/weekly work to be done.

a. Where the Employer is a sub-contractor:

The employee in charge of a job for which the estimated time and piping material costs is greater than seventy-five thousand dollars (\$75,000) shall be paid a responsibility premium as follows: two percent (2%) of the project's time and piping costs – both relating only to time spent by and piping material used by employees of the Employer. The formula shall be a quarter percent (0.25%) of the subcontractors' bid prices, plus the formula above. The premium amount shall be calculated and disclosed in advance of the project and shall be paid out monthly in even instalments until such time as the premium is exhausted. Upon project completion any premium balance is paid out on the next pay cheque. The premium will be paid on a separate cheque subject to the statutory deductions based on that amount.

Where responsibility for a job that is estimated to require a minimum of two hundred (200) man hours, there will be a two dollar (\$2.00) per hour premium paid. The Employer and employee will then meet to determine if a responsibility adjustment is warranted and agreeable. Underway begins with employee receipt of blue prints and ends with employee receipt of the deficiency list.

b. Where the Employer is a general contractor:

The formula shall be three-quarter percent (0.75%) of the subcontractors' bid prices, plus the formula above, but calculated at one and one-half percent (1.5%). There is no minimum project value for projects where the Employer is the General Contractor.

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

- c. In any case where a responsibility premium is payable, the responsibility premium generated by time and material work or the project shall be calculated on the job close-out sheet, which shall be copied to the Employer.
 - d. Any dispute over who is entitled to the premium shall be referred to a joint meeting of Employer representatives and Union representatives.
- 7.05 New Journeymen (i.e. upon hire or upon attaining Certificate of Qualification) may be paid eight-five percent (85%) of the Journeyman rate subject to the following conditions:
- a. Maximum of six (6) months from original date of hire or from attaining Certificate of Qualification, as the case may be. Upon six (6) months worked a three (3) month extension, only where agreed in writing by Employer, worker, and Union, may be implemented.
 - b. Responsibility for projects larger than five hundred thousand dollars (\$500,000) or four (4) workers trigger regular Journeyman rate.
 - c. Employees hired in their fourth year or earlier who complete their apprenticeship with the Employer shall be paid the regular journeyman rate upon obtaining their Certificate of Qualification. Employees hired in their fifth year of apprenticeship upon obtaining their Certificate of Qualification may be paid eighty-five percent (85%) of the Journeyman rate for a maximum of four (4) months from attaining the Certificate of Qualification, with a review at that four (4) months.

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 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.

8.04 Shift Premiums

a. A fifty percent (50%) shift premium is added to hours worked between 9:00 p.m. and 6:00 a.m.

b. There shall be no pyramiding of shift premium and premiums paid for daily overtime.

c. Shift premiums are not paid on travel time.

ARTICLE 9 - VACATION AND VACATION PAY

9.01 All employees who are covered under this Agreement shall receive vacation pay as a percent of the employee's total earnings exclusive of the Employer's contribution to the

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

Union's Benefit Plan. Income tax shall be deducted weekly from the employee's earnings increased by the amount of vacation pay.

- a. Employees with less than five (5) years of service shall receive eight percent (8%) vacation pay (this is for all employees hired after April 1, 2017).
- b. Employees with less than ten (10) years of service shall receive ten percent (10%) vacation pay.
- c. Employees with ten (10) years' service and up to fifteen (15) years shall receive eleven percent (11%) vacation pay.
- d. Employees with fifteen (15) years' service and up to twenty (20) years shall receive twelve percent (12%) vacation pay.
- e. Employees with twenty (20) years' service and up to twenty-five (25) years shall receive thirteen percent (13%) vacation pay.
- f. Employees with twenty-five (25) years' service and up to thirty (30) years shall receive fourteen percent (14%) vacation pay.
- g. Employees with thirty (30) years or more shall receive fifteen percent (15%) vacation pay.

9.02 Vacation periods shall be arranged by mutual agreement between the Employer and the employee. Employees shall be granted their vacation periods as requested insofar as it is practicable and in accordance with years of employment, unless the Employer decides to grant all vacations at one time, in which case the Employer shall give the employees at least six (6) weeks advance notice.

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

- 9.03 The Employer agrees to remit the Vacation Pay of each employee as agreed upon in 9.01 of this Agreement and in accordance with the regulation set by the Employment Standards Branch, Ministry of Labour, **monthly before, but not later than the fifteenth of the following month** to the Union using a separate cheque marked "Vacation Pay", accompanied by a list on which all deductions and contributions as mentioned in Articles 6, 12, 13, 16 and Schedule "A" are recorded.
- 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 when the Employer is delinquent. All costs incurred in the collection of said payment will be charged to the defaulting Employer.
- 9.05 The Employer agrees to give the auditor of the Union's Trust Fund the privilege to examine the 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, the 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, Thanksgiving Day and any other day proclaimed to be a statutory holiday by the provincial or federal government, 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 times (1½x) 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 EI Record of Employment is not given to the employees at the time of termination, they shall be sent by his Employer to the employee by registered mail to his last known address within twenty-four (24) hours from the time of termination.

ARTICLE 12 - BENEFITS

12.01

a. 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 Workplace Safety & Insurance Board compensation, 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.

b. Where LTD insurance is provided, the Employer will deduct the premium amount for LTD from the Employee's pay cheques. The monthly amount as provided from the Union Benefit Office will be deducted in equal parts from each pay

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

cheque in a given month. Participation in the plan and in the payroll deduction is mandatory.

- 12.02 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.
- 12.03 The Union will indemnify and save the Employer harmless from any and all claims and causes of action which may be made against the Employer by an employee or employees for amounts deducted from the employee's pay as provided in Article **Error! Reference source not found.** and for the amounts as remitted by the Employer on behalf of the employees as provided in Articles 12.02, 13.02 and 13.04. In the event that the Employer fails to comply with these Articles by not remitting to the Union, Article 12.03 will not apply.
- 12.04 The Employer's contribution to the Union's Benefit Plan shall be recorded on a remittance form supplied by the Union. On these forms, the Employer will enter:
- a. name of employee;
 - b. total hours worked during the month for which remittance is made;
 - c. date of hire for new employees only;
 - d. date of termination;
 - e. hourly rate of pay;
 - f. amount of vacation pay forwarded;
 - g. Employer contribution;

h. amount of Union Dues deducted.

The Employer will forward two copies of the remittance form, plus one cheque for the total amount of Employer's contribution to the Union monthly, **not later than the fifteenth of the following month.**

12.05 When the Employer hires new employees who are not members of Construction Workers Local 6, that Employer shall inform the Union of the hiring of such employees within two (2) weeks of the date of hiring and furnish the Union with the following information on the employee involved:

- a. name;
- b. address;
- c. date of birth;
- d. telephone;
- e. family status;
- f. date of hire;
- g. occupation.

ARTICLE 13 - PENSION

13.01 The Employer and the Union agree to give full cooperation to the CLAC Pension Plan, a defined contribution pension plan registered with the Canada Revenue Agency, maintained and administered by the Union and supervised by a Board of Trustees.

13.02 The Employer agrees to pay the amount specified on Schedule "A" to the Union Pension Plan for each hour worked by each employee covered under this Agreement as an irrevocable contribution to the Union's Pension Plan.

13.03 The Employer's contribution to the Union's Pension Plan shall be recorded on a remittance sheet supplied by the Union. On these sheets, the Employer will enter:

- a. name of employee;
- b. total hours worked during the month for which the remittance is made;
- c. date of hire for new employees only;
- d. date of termination (where applicable);
- e. address for new employee only;
- f. date of birth for new employees only;
- g. telephone number for new employees only.

The Employer will forward two (2) copies of the remittance sheet plus accompanying cheque to the Union **not later than the fifteenth of the following month.**

13.04 The Employer agrees to deduct an additional amount by way of payroll deduction and remit to the Union's Benefit Administration Office as voluntary employee pension contributions over and above the contributions noted in Schedule A. Such amounts shall not exceed the limits established by Canada Customs & Revenue Agency. These monies will be recorded separately on the Employer's monthly remittance to the Benefit Administration Office. 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. Employees may change, commence or terminate their voluntary additional contributions effective January 1 and July 1 of every year.

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

13.05 Three amounts above the mandatory amounts contained in this Collective Agreement may be determined by the Union and chosen by any employee. The amounts are \$0.50; \$1.00; or \$1.50.

13.06 The Employer will begin contributing to the pension on behalf of employees only after their first year of service with the Employer (this is for all employees hired after April 1, 2017).

ARTICLE 14 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

14.01 Travel time and mileage is as follows:

- a. Travel time is paid for one half of the round trip time traveling to and from job sites outside the zone from the shop in Stoney Creek (or a mutually agreed marshalling area);
- b. Travel time and mileage are not payable when the employee elects to drive directly to the job site from home unless that is the agreed marshalling area;
- c. The same amount of daily travel time is paid to each employee in the crew traveling to the same job site from the same marshalling area.
- d. The mileage amount for using own vehicle is fifty cents (50¢) per km.
- e. An employee using his own vehicle to transport Employer tools and materials is paid for all distance traveled.

- 14.02 Travel time and mileage is not paid within the local zone. The local travel zone is as follows:

Bounded by the shore of Lake Ontario, from the Welland Canal on the east, to the QEW east, west on Hwy 89, and include the Niagara College – Niagara-on-the-Lake Campus, south on Hwy 406, to go west on Decew Road, North on First Street Louth, west on Hwy 69/669 to Hwy 24, south to the crest of the Niagara Escarpment to Regional Road 24, south to Hwy #20, west to Bismarck, continuing west along Regional Road 65, south on Regional Road 2 to Caisterville following through on the Haldimand/Dunnville town line to Regional Road 20, west on Regional Road 20 to the Haldimand/Nanticoke town line around the town of Hagersville to Haldimand/Brant town line, north to the Hamilton/Wentworth boundary, west along boundary to Hwy #6 at Puslinch, north to Hwy 401, east to Hwy #25 Hurontario, south to Lake Ontario. Where a road is referenced, the centre line of the road shall be the zone limit. A map highlighting these boundaries is attached to the Collective Agreement as Schedule “B”.

- 14.03 The Employer shall arrange, assign and pay for out of town living accommodations that meet a suitable and reasonable standard. Single occupancy at an economy motel, house, apartment or other similar place of residence normally meets the standard. Each employee will have access to their own bedroom. In addition, the Employer shall pay each employee a food allowance for each day that the employee is scheduled to work at a project that requires overnight accommodation. The allowance is paid for each day worked by the employee and for each day that work was scheduled but not performed due to circumstances outside the employee’s control, but excluding

days not worked due to the absence of the employee. The daily food allowance is fifty (\$50.00) dollars.

ARTICLE 15 - SAFETY/DANGER PAY

- 15.01 The Employer, Union and the employees shall comply with the provisions of the *Occupational Health and Safety Act* where and when applicable. The Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the employees. Employees are required to report to their Employer any unsafe work conditions, any violation of safe work policies or procedures established by the Employer, and any violation of relevant safe work legislation.
- 15.02 Where the existence of a designated substance (acrylonitrile, arsenic, asbestos, benzene, coke oven emissions, ethylene, oxide, isocyanides, lead, mercury, silica, vinyl chloride, and any other designated substance for which there is a regulation under the *Occupational Health & Safety Act*) is known and the employee is asked to work in proximity to that substance (i.e. must follow the *Occupational Health & Safety Act* regulation's precautions for working with such substances) the employee will be paid an additional two dollars (\$2.00) per hour worked. See Letter of Understanding #1 regarding Designated Substance Agreement.
- 15.03 The Employer agrees to cooperate with the Union when safety and related courses are made available to the members employed with the Employer.
- 15.04 The Employer shall provide a safety clothing allowance as per Schedule "A" (non-accountable) for the purposes of the

purchase of all necessary safety PPE as required by the Employer, including:

- a. Safety Boots (2 pairs, including winter pair)
- b. Safety eyewear
- c. Safety gloves
- d. Hard Hat
- e. Safety Vests
- f. Ear protection
- g. Fall Arrest Harness

15.05 When the Employer requires that an employee attend training, including health and safety courses, first aid/CPR training, site specific training or orientation for new employees, such attendance is time worked.

ARTICLE 16 - REST PERIODS

16.01 A break period of at least one-half (½) hour shall be provided for lunch.

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

ARTICLE 17 - EDUCATION AND ASSISTANCE FUND

17.01 The Employer shall contribute to the Union's Education & Assistance Fund the amount shown in Schedule 'A' for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union's Administrator.

17.02 The Education and Assistance Fund shall be used by the Union to educate and instruct members in the competent practice of

their trade, in matters relating to Health and Safety, and to instruct specific members in labour relations.

17.03 The Employer will pay two hundred dollars (\$200.00) for completion of a first aid certificate. This shall include new and renewal certificates which are in effect for at least twenty-four (24) months. Where such training is mandatory, the Employer will pay employees their regular rate of pay for all hours attending such training and not the two hundred dollars (\$200.00). Mandatory training will normally be scheduled for weekdays.

17.04 Taking certain course updates and course shall be considered a requirement for employment, or for continued employment, as the case may be. A joint committee of labour and management shall come to a mutual agreement on such courses as they arise.

17.05 The Employer agrees to work in consultation with the Union to ensure that apprentices are exposed to various trade requirements.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives as the agents through which employees shall process their grievances and receive settlement thereof. It is agreed and understood that a grievance can only arise from a dispute concerning the interpretation, application, administration, or alleged violation of the Agreement. The parties agree to deal with grievances in a timely fashion.

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

- 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) working days after the subject of such grievance occurred. Notwithstanding the foregoing, the parties may agree to extend this limitation period.
- 18.03 A Group Grievance is defined as a single grievance, signed by a Steward or a CLAC 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 CLAC Representative, or in the case of an Employer's Policy Grievance, by such Employer or his representative.

Step 1

Any employee having a grievance will, accompanied by a Steward or CLAC Representative, submit the same to his immediate supervisor within five (5) workdays of the act or condition causing the grievance. For the purpose of this Article, workdays or working days shall mean Monday to Friday. The Employer will deal with the grievance not later than the third working day following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his 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 the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

- 18.05 A grievance (which has not been accepted, settled, withdrawn or abandoned) may be referred to arbitration under this Article provided the party requiring arbitration serve the other party with written notice within fourteen (14) calendar days after receiving the decision given at Step 2 of the grievance procedure.
- 18.06 The parties agree to the use of a sole Arbitrator. If they are unable to agree on the selection of an Arbitrator either party may request the Ministry of Labour to appoint an impartial Arbitrator.
- 18.07 The Arbitrator will hear and determine the grievance and his decision will be final and binding on the parties hereto and the employees affected. The Arbitrator shall not have the power to alter, amend, modify, delete, or add to any provisions of this Agreement or to substitute any new provisions for any existing provisions nor give any decision inconsistent with the terms and provisions of this Agreement.
- 18.08 The cost of the Arbitrator will be shared equally by both parties.

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

BESSELING MECHANICAL INC.

COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023

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 his decision shall be final and binding upon both parties.

- 19.08 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 to his/her employment and with back pay calculated at day rate or average earnings, as applicable, times normal hours, less any monies earned, or by another 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 - JURY DUTY & BEREAVEMENT LEAVE

- 20.01 The Employer shall pay the regular daily wages of an employee while serving as a juror, for up to five days provided the employee:
- a. notifies the Employer immediately that he is required to attend court for jury selection; and
 - b. presents proof of service requiring the employee's attendance.
- 20.02 In the case of a death in the family of an employee, the Employer will grant a leave of absence from work for the purpose of grieving, making arrangements for the funeral and attending the funeral.
- 20.03 Paid time for such leave is limited to five (5) working days in the death of a member of the immediate family. Immediate family is defined as spouse, parent, child, spouse's parents, and spouses children that are in a custodial or guardianship relationship with the employee. Paid leave is limited to the period beginning the date of death and ending seven (7) days later. In the event of an internment or memorial held after one (1) week, up to two (2) days may be taken at that time. Paid leave applies to days that the employee would have worked.

ARTICLE 21 - DURATION

21.01 This Agreement shall be effective on the first (1st) day of April, two thousand and twenty (2020) and shall remain in effect until the thirty first (31st) day of March, two thousand and twenty three (2023) 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.

21.02 Until a new Settlement has been concluded all provisions in the Agreement shall remain in full force and effect.

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

Signed on behalf of
BESSELING MECHANICAL INC.

Per _____ Per _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

Per _____ Per _____

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

June 28, 2020	Rate	Vac Pay	Benefits	Pension	E&A	Safety	Total
Lic. Journeyman Plumber/Pipefitter	41.11	4.11	1.55	5.80	0.20	0.30	53.07
Apprentices							
5th Period (80%)	32.89	3.29	1.55	4.64	0.20	0.30	42.87
4th Period (70%)	28.78	2.88	1.55	4.06	0.20	0.30	37.76
3rd Period (60%)	24.67	2.47	1.55	3.48	0.20	0.30	32.66
2nd Period (50%)	20.56	2.06	1.55	2.90	0.20	0.30	27.56
1st Period (40%)	16.44	1.64	1.55	2.32	0.20	0.30	22.46
Pipe Welder	37.67	3.77	1.55	5.80	0.20	0.30	49.29

Effective April 1, 2021: Increase total package amount a percentage equal to the Consumer Price Index (CPI) as released by Statistics Canada during the month of March 2021, using the trailing 12 month average for CPI in Ontario. Notwithstanding the CPI figures, the wage increase shall not be less than 1% and not greater than 2%.

Effective April 1, 2022: Increase total package amount a percentage equal to the Consumer Price Index (CPI) as released by Statistics Canada during the month of March 2022, using the trailing 12 month average for CPI in Ontario. Notwithstanding the CPI figures, the wage increase shall not be less than 1% and not greater than 2%.

Health Fund/Pension Amounts

The Union reserves the right to make numerical changes to these funds of which the Employer agrees to honour in regard to remittances.

Natural Gas Fitter Licence

All employees are expected to be enrolled in a Technician Level 3 program by eighteen (18) months of employment or to be certified as the equivalent or greater.

Plumbers Apprentices shall be paid the following minimum rate:

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

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

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

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

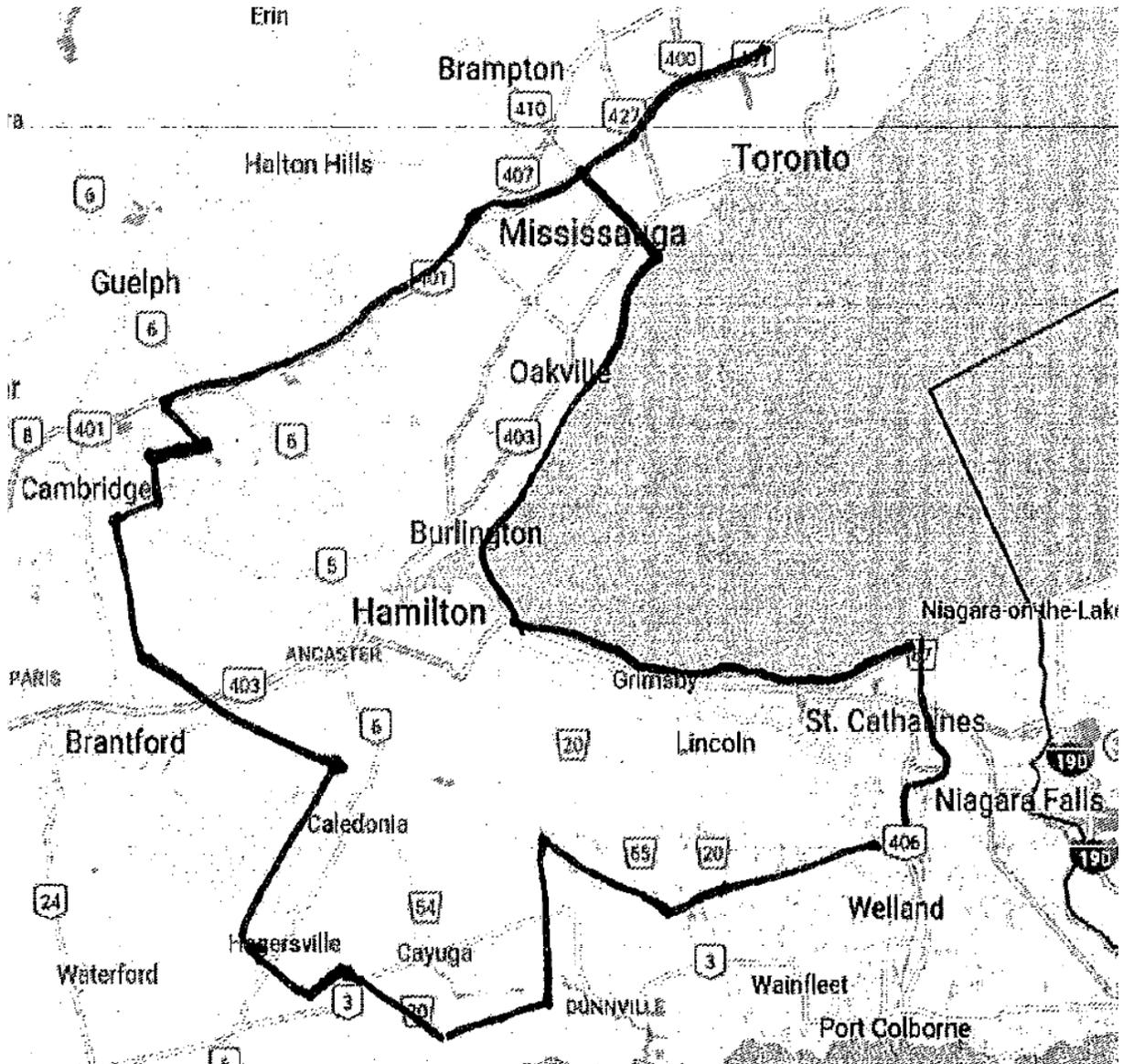
5th Period 80% of journeyman's rate plus 10% vacation pay plus benefits.

6th Period 100% of journeyman's rate plus 10% vacation pay plus benefits.

Pre-Apprentices

Employees classified as a pre-apprentice shall work as a pre-apprentice for a maximum of nine (9) months. After that time the employee shall be classified as a level 1 apprentice and receive all applicable wage rates and benefits as per the Collective Agreement.

SCHEDULE "B"
TRAVEL ZONE



LETTER OF UNDERSTANDING #1

Between
BESSELING MECHANICAL INC.

and
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

ARTICLE 15.02 – DESIGNATED SUBSTANCE

The parties agree for the term of this Collective Agreement that all work that triggers the designated substance premium as outlined in Article 15.02 may include, but is not limited to, hangar work, core drilling and demo work (specifically at MUMC).

The parties agree to meet within two (2) months of the renewal of this Agreement to come to a mutually satisfactory agreement of the application of the premium as outlined in Article 15.02. Furthermore, the parties agree to meet upon one (1) calendar year of the renewal of this Agreement with the purpose to review the application and effectiveness of the language as it is outlined in Article 15.02.

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

Signed on behalf of
BESSELING MECHANICAL INC.

Per _____ Per _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

Per _____ Per _____

GRIMSBY MEMBER CENTRE

89 South Service Rd
PO Box 219
Grimsby, ON L3M 4G3
T: 905-945-1500
TF: 800-463-2522
F: 905-945-7200
grimsby@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC BENEFITS

1-800-463-2522

CLAC TRAINING

1-877-701-2522

CLAC JOBS

1-877-701-2522

clac.ca/myCLAC