

# **COLLECTIVE AGREEMENT**

Between

**SUNDIAL HOMES (BURL 7) LIMITED**

**SUNDIAL HOMES (Walker's Line) LIMITED**

and

**CLAC LOCAL 6**

**DURATION: July 1, 2021 - June 30, 2024**

# **COLLECTIVE AGREEMENT**

Between

**SUNDIAL HOMES (BURL 7) LIMITED  
SUNDIAL HOMES (Walker's Line) LIMITED  
(hereinafter referred to as "the Employer")**

and

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

**DURATION: July 1, 2021 - June 30, 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* and the *Workplace Safety and Insurance Act*.

### **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all its construction employees working in the residential sector of the construction industry in Ontario Labour Relations Board Geographic Area 26 who perform work up to the point of occupancy save and except non-working forepersons, persons above the rank of non-working forepersons, temporary employees and students employed for the summer vacation period. For clarity, under this Agreement "construction" means the onsite construction of a single or multi-unit dwelling and does not include site servicing or site development.
- 2.02 The following definitions shall apply:

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A "Temporary Employee" is a relative of management who is employed for a defined period of time.

A "Student" is enrolled in either the school term preceding or following the employment term.

- 2.03 Temporary employees and students may be employed for a maximum of three (3) months in a calendar year. Neither a temporary employee nor a student will cause the layoff of a post-probationary employee or will cause a post-probationary employee who has recall rights not to be recalled.
- 2.04 It is agreed by the parties that there shall be no revision, amendment or alteration of the bargaining unit as defined herein or of any of the terms or provisions of this Agreement, except by the mutual agreement in writing of the parties hereto. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by the mutual agreement in writing of the parties.
- 2.05 The Union acknowledges that the Employer retains all rights to operate its business. Those rights include, but are not limited to, the following:
- a. To manage the enterprise, including determining when and where projects will be initiated, continued or discontinued, the scheduling of work and the control of materials;
  - b. To maintain order, discipline and efficiency, and to make, alter and amend rules of conduct and procedure for employees;
  - c. To hire, direct, promote, layoff, suspend and discharge

provided that a claim by any employee who has been disciplined or discharged without just cause may be subject to the Grievance Procedure hereinafter set forth.

### **ARTICLE 3 - SUBCONTRACTING**

- 3.01 The Employer may subcontract work normally performed by members of the bargaining unit where it presents to the Union the rationale for such subcontracting and either:
- a. It does not have the required personnel, facilities or equipment; or
  - b. It cannot perform the work competitively in terms of cost, quality, and within time limits.

In no event shall the presentation/consultation delay or impede the performance of the work in a timely manner or the construction schedule. There are no other restrictions on the Employer's right to contract in or out or subcontract in or out work.

- 3.02 Where the Employer intends to subcontract work it shall provide notice to the Union and the Union may distribute such notice to its trades.

### **ARTICLE 4 - EMPLOYMENT POLICY**

- 4.01
- a. The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of manpower requirements giving as much prior notice as practicable. The Union will provide a list of manpower available. This list will be provided by the Union to the Employer via email, sent to the Director of Field

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Operations and the Chief Operating Officer of the Employer, not less than every other week. The Employer, at its discretion, may hire employees so listed or from other sources. It is the Union's obligation to ensure that all manpower offered to the Employer is trained, including but not limited to, the following training (the "Training"):

- WHMIS
- Fall Protection
- Propane
- Natural Gas
- Fire Extinguisher Safety
- Emergency First Aid
- Personal Protective Equipment

The parties agree that the Union's comprehensive Construction Safety Training System (CSTS) computer-based training program, along with ROT's for WHMIS, Fall Protection, Propane and Natural Gas, meet the Training requirements above.

- b. The Union is required to provide the Training offered by the Union to employees of the Employer at no cost to the Employer.
- c. The Employer has the right to hire new employee(s) as needed, provided that no new employee(s) will be hired while there are available employee(s) on layoff who, in the Employer's reasonable discretion, are qualified to do the work and who retain recall rights under this Agreement.

4.02 To assist in the efficient placement of appropriately skilled members with Employers, it is agreed that Employers will

inform the Union Office of members who are laid off. Laid off members are also required to notify the Union of their status.

- 4.03 When an Employer hires new employees who are not members of the Union, the Employer shall inform the Union of the hiring of such employees within five (5) days of the date of hiring and shall furnish the Union with the following information for such employees:
- a. Name;
  - b. Address;
  - c. Date of birth;
  - d. Telephone;
  - e. Date of hire;
  - f. Job classification;
  - g. Initial project or job site.

## **ARTICLE 5 - UNION REPRESENTATION**

- 5.01 Local 6 and CLAC Representatives are Union Representatives of the employees covered by this Collective Agreement in all matters pertaining to this Agreement particularly for the purpose of processing grievances, discussing matters arising from the interpretation or administration of the Collective Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law, and negotiating amendments to, or renewals of this Agreement.
- 5.02 The Union has the right to appoint Union Officials to assist the Union in the representation of the employees in the bargaining unit. The Union agrees to notify the Employer, in writing, of the names of its officials and the effective dates of their



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appointment. The Employer is not required to recognize the status of any Union Official, which includes but is not limited to a Steward, prior to being provided with such written notice.

- 5.03 The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- a. A second Steward will be appointed by the Union when there are ten (10) or more employees on a single project. A third Steward is appointed when there are twenty (20) or more employees, and so on.
  - b. Stewards will not perform Union business during working hours nor will they interfere, in their capacity as Stewards, in the performance of work of another employee.
- 5.04 The Union may appoint up to three (3) employees to a Collective Agreement bargaining committee to negotiate renewals of this Collective Agreement. The Union shall advise the Employer, in writing, of the names of the members of its bargaining committee.
- 5.05 The Employer may meet periodically with its employees for the purpose of discussing any matters of mutual interest or of concern to the Employer, the Union and the employees. The Union will be advised of such a meeting with advance notice and a Union Representative may attend such a meeting if that is requested by an employee.
- 5.06 There shall be no Union activity on the Employer's time or on the Employer's premises except short periodic site visits by the Union Representative. Such visits shall not unduly interfere with the production of the employees. It is understood that the

Union Representative will advise the Site Superintendent immediately upon arriving at the site and will not enter occupied homes.

- 5.07 The Union and the Employer agree to comply with their obligations under the *Occupational Health & Safety Act*, including but not limited to the *Occupational Health & Safety Act*, provisions pertaining to Joint Health & Safety Committees.

## **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

- 6.01 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 (as defined by the *Ontario Labour Relations Act*), slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 6.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout (as defined by the *Ontario Labour Relations Act*), of its employees.

## **ARTICLE 7 - PROBATIONARY PERIOD**

- 7.01 A new employee shall be a probationary employee until he has worked ninety (90) days. The discipline or discharge of a probationary employee is at the Employer's sole and absolute discretion and may not be made the subject of a grievance under this Agreement. Once the employee has completed his probationary period under this Article, his hire date shall be set as his most recent date of hire with the Employer. The Employer may reduce or waive some or all of the probationary

period for an employee in its sole discretion. Where an employee completes probation because the Employer has expedited it, that employee has all the rights and privileges of an employee who has completed probation.

## **ARTICLE 8 - DUES CHECK OFF AND UNION MEMBERSHIP**

- 8.01 The Employer shall deduct from the pay of all employees covered by this Agreement, on the pay day of each week an amount of money equal to union dues and fees.
- 8.02 Employees who cannot support the Union because of a conscientious objection as determined by the Union's internal guidelines may apply to the Union in writing.
- 8.03 Any employees covered by this Agreement may become a member of the Union if he wishes to do so and may refrain from becoming a member if he so desires.
- 8.04 The remittance sheet will list the employees and clearly show the dues, vacation and holiday pay, and all other fund contributions and/or deductions made on behalf of, or deducted from, each employee. The deductions and contributions described in Articles 8, 19, 20 and Schedule "A" are recorded on the remittance sheet. Three (3) copies of the remittance sheet, along with a cheque for the sum of all remittances to all funds shall be remitted monthly, not later than fifteen (15) days following the end of the month for which remittances are made, to the Union's Remittance Processing Centre in Grimsby. The Employer may arrange with the Union's Remittance Processing Centre to electronically remit funds to the Union.

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8.05 The Employer's contributions shall be recorded on a remittance sheet supplied by the Union. On these sheets, the Employer will enter:

- a. Name of employee; and
- b. Total hours worked during the period for which the remittance is made.

In the event the employment of an employee has been terminated, the Employer will so advise on the remittance sheet following the termination.

**ARTICLE 9 - WAGES AND RATES OF PAY**

9.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A".

9.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiations between the Employer and the Union.

9.03 The employees shall be paid bi-weekly, on the Thursday following the end of the pay period. Monday is the first day of the pay period.

**ARTICLE 10 - HOURS OF WORK AND OVERTIME**

10.01 The regular work week shall consist of five (5), nine (9) hour workdays, Monday to Friday, inclusive. This is not a guarantee of hours of work per day or per week. It is understood that from time to time it will be necessary to work on Saturdays and Sundays.

- 10.02 Overtime at one and one-half times (1½x) the employee's regular straight time rate shall be paid on all hours worked after twelve (12) hours in a day, or forty-four (44) hours in a week. Employees working on a Sunday shall be paid at one and one-half times (1½x) their straight time hourly rate for all hours worked after four (4) hours.
- 10.03 There shall be no pyramiding of any hours for purposes of overtime or any other benefit in this Agreement. Without limiting the generality of the foregoing, any hour for which an employee is paid daily overtime does not count as an hour worked for purposes of calculating weekly overtime, and the Union agrees that this constitutes a greater right or benefit than the hours of work and overtime provisions of the *Employment Standards Act*.
- 10.04 In the event that an employee reports for work for a scheduled shift and the employee is not provided with work, the employee shall receive compensation for the missed work only as provided for and only in accordance with the rules set out in the *Employment Standards Act, 2000 ("the ESA")*, as amended (including the exemptions contained in the *ESA* - which could (it is recognized) result in there being no compensation payable), and subject to any future amendments to the *ESA*).

## **ARTICLE 11 - REST PERIODS AND FACILITIES**

- 11.01 There shall be two (2) rest periods (or coffee breaks) with pay of fifteen (15) minutes duration each daily, one in the forenoon and one in the afternoon.
- 11.02 Employees shall have an unpaid lunch period of one-half (½) hour each day. The Employer shall provide a sheltered area for

lunch breaks with potable water.

11.03 After twelve (12) hours of work in a day, employees shall receive a one-half (½) hour paid meal break.

## **ARTICLE 12 - VACATION AND VACATION PAY**

12.01 Employees may request certain vacation times, and provided that such requests are made a minimum of four (4) weeks in advance, the Employer will exercise its discretion reasonably, taking into consideration business and manpower requirements.

12.02 All employees who are covered under this Agreement shall receive as vacation and statutory holiday pay as a percent of the employee's gross earnings (exclusive of the Employer's contribution to the Union's Benefit and Pension Plans) in the applicable percentage set out below. 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' completed service shall receive eight percent (8%) of the employee's gross earnings on account of vacation pay and statutory holiday pay.
- b. Employees with five (5) years' completed service and more shall receive ten percent (10%) of the employee's gross earnings on account of vacation pay and statutory holiday pay.

The vacation pay for all employees will be remitted monthly by the Employer to the Union's Vacation Pay Trust Fund, together with an itemized list of the employees for whom remittances

are made and the amount of vacation pay remitted for each.

Remittances to the Vacation Pay Trust Fund shall be made promptly by the fifteenth (15<sup>th</sup>) of each month for the credited amounts in the previous month, in order to satisfy the legal requirements pertaining to the disbursement of vacation pay.

### **ARTICLE 13 - PAID HOLIDAYS**

13.01 All work performed on the following holidays shall be paid at one and one-half times (1½x) the employee's regular hourly rate:

*New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.*

13.02 Paid holidays shall not be considered hours worked for purposes of calculating overtime.

### **ARTICLE 14 - LAYOFFS, RECALL AND SPECIFIC EMPLOYEE PENALTIES**

14.01 Employee lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the status of an employee within its jurisdiction.

14.02 A layoff is defined as a shortage of work for more than (2) full days. Where there is a layoff, the Employer agrees that any employees who have not passed probation shall be laid off prior to the layoff of an employee who has passed probation, provided that the remaining employees have the present skill and ability to perform the available work. The Employer agrees

that any employee who has passed probation shall be recalled prior to an employee who has not passed probation.

- 14.03 Where an employee is recalled to employment, he must notify the Employer of his intent to return to work within four (4) weekdays of such notice. Where notice is sent by registered mail, the employee shall be deemed to have received notice effective three (3) days from the registration date. In any case, the employee must return to work within seven (7) weekdays of the date of the notice, unless the Employer agrees to extend this period. Written notices of recall must be sent to the employee's last address on record with the Employer. It is the employee's sole responsibility to ensure that the Employer is provided with his current address and any correspondence sent to the employee's last address on record with the Employer shall be deemed to be properly sent.
- 14.04 Any appeal with respect to a layoff must be taken up under the first step of the Grievance Procedure within five (5) weekdays after the layoff took place.
- 14.05 Employment, and any rights connected to or flowing from employment, including but not limited to rights under this Agreement, shall cease for an employee who:
- a. Voluntarily quits the employ of the Employer;
  - b. Is discharged and such discharge be not reversed through the Grievance Procedure;
  - c. Fails to report on the first day following the expiration of a leave of absence, unless he has a justifiable reason;
  - d. Is laid off for a continuous period of more than three (3)



consecutive months;

- e. Uses any leave for a reason other than that for which it was granted;
- f. Is absent for two (2) or more consecutive working days without obtaining permission from the Employer in advance and without an excuse reasonable to the Employer in its reasonable discretion;
- g. Frequent lateness or absence from work
- h. Failure or refusal to use any functioning safety equipment or personal protective equipment furnished by the Employer; or
- i. Theft.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

- 15.01 The parties to this Agreement recognize the Stewards and the Union Representatives specified in Article 5 as the agents through which employees shall process their grievances.
- 15.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition that is raised more than five (5) weekdays after the subject of such grievance was known or ought to have been known by the grievor(s). If the action or condition is of a continuing or recurring nature, the Union (on its own behalf or on behalf of any grievor) may not make any claim which seeks a remedy predating the date that the subject matter of the grievance was known or ought to have been known to the grievor(s) by more than the five (5) weekdays set out in this

provision.

- 15.03 A "Group Grievance" is defined as a single grievance, signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. Such grievances must identify the name of every employee alleging this his rights under this Agreement have been violated and any failure to include the name of an individual grievor on a group grievance bars such employee from participating in or seeking any remedy pursuant to that group grievance. Such grievances must be dealt with at the successive stages of the Grievance Procedure commencing with Step 1. The group of grievors shall be identified on the grievance form.
- 15.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. Such policy grievance shall be signed by a Steward or a Union Representative, or in the case of an Employer's policy grievance, by the Employer or its designate.
- 15.05 A "Management Grievance" is defined as a claim by the Employer that the Union, or one of its Representatives or Stewards, has acted in a manner that is not in accordance with this Collective Agreement. A management grievance may be submitted at Step 2 and applicable amendments to the language of Step 2 shall be deemed to have been made.
- 15.06 The parties agree that the time limits contained herein are mandatory and may only be extended by mutual agreement of the parties in writing. The parties agree that s. 48(16) of the *Ontario Labour Relations Act* does not apply to this Agreement.

**15.07 Step 1**

An employee, or a group of employees as the case may be, having a grievance shall submit the same to his immediate supervisor within three (3) weekdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the fifth (5<sup>th</sup>) weekday following the day upon which the grievance is submitted and will notify the grievor of his decision in writing.

**Step 2**

If the grievance is not settled under Step 1, a Union Representative may, within five (5) weekdays of the decision under Step 1, or within five (5) weekdays of the day this decision should have been made (whichever is earlier), submit a written grievance to the Employer. The written grievance must include the specific provisions of the Collective Agreement which the Union alleges have been violated, material facts in support of its assertion that there has been a violation of the Agreement, and the specific remedy sought. Should the Employer elect to consider such a grievance, or one which is filed outside the timelines permitted herein, it is without prejudice to its right to rely on this provision in the context of that or any later grievance. 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 one (1) week following the said meeting.

**15.08** Any grievance alleging that an employee has been suspended or discharged without just cause may be submitted at Step 2 of the Grievance Procedure.

**ARTICLE 16 - ARBITRATION**

16.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure and a party elects to refer to the matter to arbitration, the grievance is normally referred to arbitration under the following procedure. It is understood that arbitration as outlined in the construction industry provisions of the Act may be prevailed upon in the event that the arbitration provisions herein are found to be unsatisfactory by one of the parties to this Collective Agreement.

16.02 The parties agree that the following list of arbitrators shall be the Arbitrators appointed under this Agreement:

*George Surdykowski, Norm Jesin, Stephen Raymond, Jules Bloch*

16.03 The party referring a grievance to 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.

16.04 In its notice of referral, the referring party shall indicate two (2) of the Arbitrators it wishes to remove from consideration from hearing the grievances. Within fourteen (14) days of receipt of the referral, the other party shall indicate which two (2) Arbitrators it wished to remove from consideration from hearing the grievance. The remaining Arbitrators shall hear the grievance.

16.05 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless agreed by the parties.

- 16.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally, by facsimile.
- 16.07 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings. If the party in default refuses or neglects to advise the other party of their option to exclude two (2) Arbitrators, the party not in default may, upon notice to the other party, choose the Arbitrator from among the three (3) remaining.
- 16.08 Each of the parties hereto will jointly bear the expense of the Arbitrator.
- 16.09 The Arbitrator shall have no jurisdiction to add to, subtract from, alter or amend the provisions of this Agreement and shall ensure that any decision rendered is in accordance with the terms of this Agreement. The Arbitrator shall have no jurisdiction to render any monetary remedy which pre-dates the time limits for filing a grievance under this Agreement.
- 16.10 The parties agree that the time limits contained herein are mandatory and may only be extended by mutual agreement of the parties in writing. The parties agree that s. 48(16) of the *Ontario Labour Relations Act* does not apply to this Agreement.

## **ARTICLE 17 - TRAVEL**

- 17.01 Employees shall be paid their regular hourly rate for time spent travelling between sites as directed by their Employer during the regular business day. For clarity, employees shall not be paid for time spent travelling to work at the beginning of the day or from work at the end of the day.

## **ARTICLE 18 - LEAVES OF ABSENCE AND BEREAVEMENT**

- 18.01 The Employer may grant a personal leave of absence without pay, at its sole discretion (which discretion shall not be exercised in a manner that is arbitrary, discriminatory or in bad faith), to a maximum period of two (2) weeks. The employee must make his request in writing and state the reason the leave is required.
- 18.02 In the event of a death in the employee's immediate family, he shall be entitled to a leave without pay to a maximum of five (5) weekdays.
- 18.03 The immediate family in this Article shall mean mother, father, mother-in-law, father-in-law, brother, sister, spouse, fiancé(e), and children and grandchildren of the employee.
- 18.04 For clarity, employees shall be entitled to Personal Emergency Leave entitlements in accordance with the rules set out in the *Employment Standards Act, 2000 ("the ESA")*, as amended (including the exemptions contained therein and subject to any future amendments to the *ESA*). Any day off, with or without pay, to which an employee is entitled under this Agreement which would also qualify as a Personal Emergency Leave day under the *Employment Standards Act, 2000* shall be counted toward the employee's entitlement to Personal Emergency Leave days.

## **ARTICLE 19 - HEALTH FUND**

- 19.01 The Employer agrees to contribute an hourly amount as indicated in Schedule "A" to the Union office for the purchase by the Union of a benefit package which provides for a health

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and welfare plan for employees and their families. Such plan shall consist of employee Life AD&D insurance, employee Long-Term Disability insurance, Family Prescription Drug Plan, Dental Plan and Extended Health Coverage. The Employer's sole obligation with respect to benefits is the payment of the contribution set out in Schedule "A". Any dispute concerning the provision of any specific benefit is a dispute between the employee and the insurance carrier and may not be made the subject matter of a grievance.

- 19.02 Employer contributions to the Union Health Fund commence when one hundred and fifty (150) hours are worked by a newly hired employee and are retroactive to the date of hire. Any employee hired through the Union who has already qualified for and is enrolled in the Union's benefit plan shall have contributions started on their date of hire.
- 19.03 The Employer shall comply with all of its legal obligations, including but not limited to, benefit contributions pursuant to the *Workplace Safety and Insurance Act*, where applicable.

**ARTICLE 20 - PENSION PLAN, EAF AND INDUSTRY FUND**

- 20.01 The Employer agrees to pay the amount shown in 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.
- 20.02 Pension contributions for newly hired employees commence when four hundred and fifty (450) hours are worked by an employee. For newly hired employees who are members of the Union and are hired through the Union's employment assistance service, contributions shall commence from the

date of hire.

- 20.03 The Employer agrees to deduct by way of payroll deduction and contribute to the Union's Remittance Processing Centre voluntary pension contributions in addition to any other Collective Agreement Pension Plan contributions. Such amounts shall be recorded separately on the Employer's monthly remittance to the Remittance Processing Centre.

A request for such deductions shall be submitted to the Employer in a format provided by the Remittance Processing Centre. A copy of the complete form shall be sent to the Remittance Processing Centre with the first remittance of such additional voluntary contributions. Each employee covered by this Agreement may make only one (1) request for a voluntary deduction in each term of the Collective Agreement and may not amend or revoke that request until the expiry of the Agreement.

**20.04 Education and Assistance Fund (EAF)**

The Employer shall contribute to the EAF for each hour worked by each employee covered by this Agreement and shall remit such contributions to the Union as set out in Schedule "A".

- 20.05 The EAF is used to provide Union members with general and specific 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. The EAF also pays for relevant costs of instruction and promotional materials, instructors, facilities, promotion, room and board as well as wage reimbursement. Financial statements are audited.



**20.06 Industry Fund**

The Employer shall contribute to the Union's Industry Fund an hourly amount set out in Schedule "A" for each hour worked by each employee covered by this Agreement and shall remit such contributions to the Union as set out in this Article. This Fund is used for the promotion of the industry, to promote unionized construction, and for other purposes as determined by the Union to strengthen the position of the Union and its members in the industry.

**ARTICLE 21 - TOOLS AND SAFETY EQUIPMENT**

21.01 All Handymen are required to supply the equipment to do their jobs. The Employer will replace equipment worn through regular use at the workplace in the Employer's sole discretion.

The Employer will supply necessary tools required by Labourers at the job site. Labourers will ensure all tools are properly looked after and locked up at the end of the day/shift. If tools are worn, damaged or lost such Labourer will inform site supervision as soon as possible.

21.02 The Employer shall provide hard hats, harnesses, respirators, filters hearing protection and safety glasses to all employees as needed. The Employer agrees to replace this safety equipment that is damaged or worn through regular use. Lost safety equipment and any damaged by carelessness are replaced at employee cost.

21.03 Nothing in this provision shall preclude the Employer from enforcing its Health and Safety Policy with respect to safety equipment. Specifically, any failure to reference a safety measure or piece of safety equipment does not mean that

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employees are not required to use such measures or equipment in the performance of their duties.

**ARTICLE 22 - DURATION**

22.01 Subject to the *Ontario Labour Relations Act*, this Agreement shall expire on June 30, 2024. The process of negotiating any amendments to this Agreement, including but not limited to any extension of this Agreement, shall be in accordance with the Act.

DATED at \_\_\_\_\_, ON, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

Signed on behalf of  
**SUNDIAL HOMES (BURL 7) LIMITED**

Per \_\_\_\_\_ Per \_\_\_\_\_

Signed on behalf of  
**SUNDIAL HOMES (Walker's Line) LIMITED**

Per \_\_\_\_\_ Per \_\_\_\_\_

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

Per \_\_\_\_\_ Per \_\_\_\_\_

**SUNDIAL HOMES (BURL 7) and (Walker’s Line)**  
**COLLECTIVE AGREEMENT: July 1, 2021 - June 30, 2024**

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

**Handyman**

	<b>Wage</b>	<b>Vac Pay (8%)</b>	<b>Pension</b>	<b>Health Fund</b>	<b>Industry Fund</b>	<b>Training Fund</b>	<b>Total</b>
July 1, 2021	27.38	2.19	2.15	1.74	0.20	0.20	33.86
July 1, 2022	28.38	2.27	2.25	1.79	0.20	0.20	35.09
July 1, 2023	29.38	2.35	2.35	1.84	0.20	0.20	36.32

**Labourers**

	<b>Wage</b>	<b>Vac Pay (8%)</b>	<b>Pension</b>	<b>Health Fund</b>	<b>Industry Fund</b>	<b>Training Fund</b>	<b>Total</b>
July 1, 2021	26.00	2.08	2.15	1.74	0.20	0.20	32.37
July 1, 2022	27.00	2.16	2.25	1.79	0.20	0.20	33.60
July 1, 2023	28.00	2.24	2.35	1.84	0.20	0.20	34.83

**Notes:**

At the discretion of the Employer, probationary employees may be paid one dollar (\$1.00) less per hour than the above noted rates.

At the sole discretion of the Employer, the Employer may choose to designate one (1) or more Labourers as Lead Hands. A Lead Hand will receive a premium of \$0.50 for each hour worked. The Employer retains the right, at its sole discretion, to remove the designation of Lead Hand from any employee.

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**CLAC RETIREMENT**

1-800-210-0200

**CLAC TRAINING**

1-877-701-2522

**CLAC BENEFITS**

1-800-463-2522

**CLAC JOBS**

1-877-701-2522

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