

COLLECTIVE AGREEMENT

Between

**ROYAL READY CONSTRUCTION
LIMITED**

And

**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 52**

DURATION: October 1, 2021 – September 30, 2024

COLLECTIVE AGREEMENT

Between

**ROYAL READY CONSTRUCTION LIMITED
(hereinafter referred to as "the Employer")**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 52
(hereinafter referred to as "the Union")**

OCTOBER 1, 2021 – SEPTEMBER 30, 2024

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to 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 set forth herein;
 - c. to establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - d. to establish a prompt, just and equitable procedure for the disposition of grievances;
 - e. and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.
- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 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*, all as amended.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and/or as classified in Schedule "A" attached hereto and made part hereof.
- 2.02 This Agreement covers all construction employees employed by the Employer in the province of Ontario, save and except non-working foremen and persons above the rank of non-working foreman.
- 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 the mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the duly appointed representatives of the Christian Labour Association of Canada Local 52 are authorized to act of behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the function of the Employer:

- a. to manage the enterprise, including the scheduling of work and control of materials;
- b. to maintain order, discipline and efficiency, and to make, alter and amend rules of conduct and procedure for employees provided that such rules are consistent with the purpose and terms of this Agreement and are administered in a fair and reasonable manner;
- c. to hire, direct, transfer, promote, demote, lay off, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee who has been disciplined or discharged without just cause will be subject to the Grievance Procedure.

3.02 The Employer may contract out work where:

- a. he does not possess the necessary facilities or equipment;
- b. he does not have and/or cannot acquire the required manpower.

However, work normally performed by members of the bargaining unit will not be contracted out if employees

qualified to do the work are on layoff, or if employees qualified to do the work must be laid off, transferred, reclassified or discharged as the result of the contracting out of work.

ARTICLE 4 - UNION REPRESENTATION

4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a. 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.
- b. CLAC Local 52 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 other rights under this Agreement and under the law.
- c. The Union has the right to appoint Health & Safety Representatives in accordance with legislation. The Employer will excuse such Representatives from their work from time to time to participate in seminars or courses arranged by the Union. The Employer shall pay such Representative for such time spent in Health

and Safety meetings, and for all time lost as a result of having to attend at such meetings.

4.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments. The company agrees to notify the Union of any major job for which the company must issue a report to the Ministry of Labour. A copy of this report will be sent to the Union so that the Union may have an opportunity to appoint a jobsite steward.

4.03

- a. Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission of 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.
- b. In recognition of the role of Union Stewards in providing assistance with certain administrative matters and progressive labour relations representation, the Employer will pay a premium, in addition to the straight time hourly rate of Union Stewards. The premium is applicable to Stewards who have been properly appointed by the Union, who shall receive Union Steward's training, about and whom the Employer has been advised. The premium shall be paid as per the Schedule "B" Notes.

- 4.04 The Union has the right to appoint the members of a Negotiating Committee. Employees on the committee shall be paid by the Employer at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.
- 4.05 **Labour - Management Committee**
As needed, the Stewards Committee, the CLAC Local 52 Representative and management shall meet to discuss items of mutual interest and concern. Topics may be suggested by either of the parties. The Stewards shall be paid at their straight time hourly rate while attending such a scheduled meeting. Only upon the consent of the parties a meeting may be cancelled or postponed.
- 4.06 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Local 52 Representative may attend such meetings.
- 4.07 There shall be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 4.08 CLAC Local 52 Representatives shall have the right to periodically visit job sites.

ARTICLE 5 - STRIKES OR LOCKOUTS

- 5.01 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.
- 5.02 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 men home when this is not warranted by the workload.

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer has the right to hire new employees as needed and will make every reasonable effort to inform the Union of manpower requirements at least one (1) week prior to any new hiring.
- 6.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are available employees on layoff who are qualified to do the work and provided that qualified employees are not available for vacant positions or new

jobs after job postings have been posted in accordance with Article 5.03.

- 6.03 The Employer will put a permanent notice on the shop bulletin board asking employees to indicate in writing to management that they wish to be considered for job promotions or changes of classification at any future time. For each job classification paid above that of Labourer, the Employer, will make a reasonable effort to provide training experiences for two employees (with most seniority and ability) who have expressed interest in a change of classification in order that such employees may in the future be able to fulfil the requirements of the job they are interested in.
- 6.04 It shall be the policy of the company to promote from within wherever possible. Where a job vacancy occurs or a new job is created the Employer will review the list of employees who indicated in accordance with Article 5.03 an interest in a job reclassification. If in the opinion of management one of the employees could meet the qualifications required for the job he would be given a trial period of up to one week. If management did not feel the employee had the ability to do the job, management could then proceed to fill the position from outside the company.
- 6.05 New employees will be hired on a ninety (90) working days probationary period, and thereafter shall attain

regular employment status. Their respective seniority shall be dated back to the date of their most recent hiring. At the time of the commencement of employment for each new employee, the Employer shall notify the Union in writing of the following:

- a. Name;
- b. Address;
- c. Classification;
- d. Email Address;
- e. Phone Number.

The parties agree that the discharge or layoff of a probationary employee shall be at the sole discretion of the Employer and the layoff or discharge of a probationary employee shall not be the subject of a grievance or arbitration.

- 6.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Probationary employees are not entitled to the Benefits (Article 12) and the Pension Plan (Article 13).
- 6.07 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any

new employee shall be referred by the Employer to a Steward in order to give such Steward an opportunity to describe the Union's purposes and representation policies to such new employees.

6.08 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.

6.09 Employees working as students shall not accumulate seniority. If any student decides to stay on as an employee at the end of the summer, he shall start his probation on September 1st as probationary labourer.

ARTICLE 7 - CHECKOFF

7.01

- a. The 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. The Employer is authorized to deduct any administration dues owing by an employee to the Union when hired.
- c. The total amount(s) checked off and/or deducted on behalf of the Union will be turned over 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 turned over for each.

d. The Employer shall remit dues electronically, on a form prescribed by the Union.

7.02 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.

7.03 It is understood and agreed that the Union will save the Employer harmless from any and all claims which may be made against it by any employee or employees for any amount deducted from wages as herein provided.

ARTICLE 8 - WAGES AND RATES OF PAY

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

8.02 Prior to the annual wage increase there shall be a meeting held between the Union and the Employer to review the classifications of all employees to determine if they are properly classified according to their abilities and the jobs they perform. Employees when eligible may be

reclassified prior to the annual wage increases. These will be dealt with by the Labour-Management Committee.

8.03 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 negotiation between the Employer and the Union. Failure to reach agreement shall be subject to the Grievance and Arbitration Procedure.

8.04 When the weather or circumstances beyond the Employer's control does not permit employees to start work at the regular starting time and the superintendent decides to send the men home, any employee who has reported for work will be compensated two (2) hours of his regular pay, unless he was notified beforehand by the Employer not to report for work. Further, provided that if the Employer has alternate work to perform he will do so.

8.05 When there is temporarily not sufficient work in a specified classification, the Employer has the option of employing affected employees in another classification at the rate of pay of their usual classification.

ARTICLE 9 - OVERTIME AND SUNDAY LABOUR

9.01 The regular work week shall be as follows:

- Sewer and Watermain Work 55 hours
- Road Work 55 hours

- Structural and Bridge Work covered by the Provincial Fair Wages Schedule 44 hours
- 9.02 Work performed in excess of the above hours shall be paid at the rate of one and one-half times (1½x) the regular rate of pay.
- 9.03 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, and only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of double times (2x) the regular rate of pay for such hours, irrespective of weekly hours.
- 9.04 Employees engaged in snow removal between the hours of 7 p.m. and 7 a.m. will be allowed to add one (1) hour extra to their time slip in recognition of time required for equipment maintenance.
- 9.05 Employees working in “shift” jobs other than day shift shall receive a premium of one dollar and fifty cents (\$1.50) per hour worked above their applicable wage.
- 9.06 Where an employee is requested to begin a second shift in the same calendar day, the hours of the second shift shall be paid at overtime rates.
- 9.07 Where an employee switches to a non-day shift (eg. for emergencies or night water tie-ins, or for a longer term

night shift), and as a result loses a shift, the Employer will pay an additional five (5) hours pay.

ARTICLE 10 - VACATIONS AND VACATION PAY

- 10.01 All employees who are covered under this agreement shall receive as vacation pay in the amount equal to ten percent (10%) of the employee's total earnings exclusive of the Employer's contribution to the Benefit Plan. Income tax shall be deducted weekly from the employee's earnings increased by the amount of vacation pay.
- 10.02 The Employer agrees to remit the Vacation Pay of each employee as agreed upon in of this agreement and in accordance with the regulation set by the Employment Standards Branch, Ministry of Labour, monthly, 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 stipulated throughout this agreement are recorded.
- 10.03 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.

10.04 The Employer will endeavour to grant vacations at the times requested, in the vacation season or periods, considering business requirements. Vacation requests must be approved to confirm acceptance of holiday requests and will be returned giving as much notice as possible.

10.05 All probationary employees shall receive four percent (4%) vacation pay.

ARTICLE 11 - HOLIDAYS

11.01 No work shall be performed on the following holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and any additional legislated holiday under the *Employment Standards Act, 2000*, as amended, or any other holiday proclaimed by the provincial government.

11.02 Work performed on any of the holidays mentioned in Article 10.01 shall be paid at the rate of two times (2x) the regular rate of pay. The Employer shall provide the employees with a written statement of its intention to substitute a regular workday for a holiday in accordance with the *Employment Standards Act*.

ARTICLE 12 - SENIORITY AND LAYOFFS

- 12.01 Seniority of employees shall be considered as their length of employment from date of (re)hire and shall be recognized on a company-wide basis. New employees shall be placed on the seniority list upon the completion of a total of three (3) months of employment in a two (2) year period and their respective seniority shall be dated back to the date of their most recent hiring.
- 12.02 Seniority lists shall be maintained at all times by the Employer and shall be provided to the Union twice annually, in April and October.
- 12.03 Seniority rights shall cease and an employee shall be deemed to be terminated if he:
- 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 and has less than three (3) years of seniority;
 - e. seniority protection for those who have completed (3) years of service from date of hire will be one (1) year;

- f. is absent from work for more than two (2) consecutive days, other than a result of sickness or disability, without providing a valid reason. A Doctor's note may be required to confirm sickness or disability which costs will be borne by the Employer.

12.04 When the Employer deems it necessary to reduce the work force he shall consult with the Union on the need for layoffs. Where a reduction in the work force is inevitable, probationary employees shall be laid off first. Thereafter, provided that the Employer shall retain a competent and efficient work force and provided that the employees affected have substantially equal skill, competence, efficiency, ability and qualifications, lay-offs shall be determined by seniority so that the last hired shall be the first laid off.

Provided that the Employer shall retain a competent and efficient work force and provided that the employees affected have substantially equal skill, competence, efficiency, ability and qualifications, recalls shall be determined by seniority so that the last laid off shall be the first recalled.

12.05 The Employer agrees to notify the Union of any recall and layoffs which are out of seniority sequence.

12.06 The Employer shall give eight (8) hours notice of the need for a layoff wherever possible, to the Union and will meet

with the Union Representative and the Steward or Stewards immediately after the giving of such notice to review the situation. In so far as possible layoffs shall take place on Fridays and recalls shall take place on Mondays for EI purposes.

The company agrees to issue separation slips at an employee's first layoff date so that they can fulfil their waiting period as soon as possible.

12.07 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure.

12.08 Any employee laid off and recalled for work must return within four (4) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements acceptable to the Employer to return.

ARTICLE 13 - CLAC HEALTH AND WELFARE TRUST FUND

13.01 The Employer agrees to give full cooperation to CLAC's Benefit Administration Office for the health benefits of all non-probationary employees covered under this Agreement. The CLAC Health and Welfare Trust Fund is maintained and administered by the Union and Supervised by a Board of Trustees.

13.02 The Employer agrees to pay to the Union's Benefit Administration Office, as an irrevocable contribution, the

monthly premium amount for the benefits set out below for all employees who have completed their probation period:

Life Insurance \$30,000.00

Accident Death & Dismemberment \$30,000.00

- Dependent Life Insurance – Spouse \$10,000.00

- Dependent Life Insurance – Child \$5,000.00

Extended Health Care

- 90% drug card (95% at Preferred Provider)

- Professional Paramedical Services \$600.00 each practitioner listed

Vision Care

- \$250.00 every twenty-four (24) consecutive months

- \$250.00 every twelve (12) consecutive months, under the age of 18

- \$95.00 eye exam every twenty-four (24) months

Out of Canada/Province – Medical Emergencies

Semi-Private Hospital Coverage

Employee & Family Assistance Program (Morneau-Shepell)

Dental Plan “C”

13.03 Where coverage under this Benefit Plan ceases for the employee plan participant because of age, an amount equivalent to the monthly premium for the Benefit Plan, will be paid to that employee monthly. This payment, in-

lieu of funds remitted for the provision of benefits, will not be less than the contributions that would have been made on behalf of the employee if they were still eligible for the Benefit Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this Agreement.

13.04 The Employer's contribution to the Union's Benefit Plan shall be recorded on a remittance form supplied by the Union.

13.05 Health benefits shall continue for the period of six (6) months for all employees who have completed one (1) year of service and are on a layoff.

ARTICLE 14 - PENSION PLAN

14.01 The Pension Plan is maintained and administered by the Union and is supervised by a Board of Trustees. Registered with the Canada Revenue Agency, the Plan is designed for the benefit of all employees covered under this Agreement.

14.02 New employees will join the Plan immediately upon completing the probationary period.

14.03 The Employer agrees to contribute an amount as set out in Schedules "A" for each hour worked toward each employee's participation in the Union Pension Plan registered with the Canada Revenue Agency.

14.04 Covered wages shall be defined as gross wages.

14.05 The Employer will remit the employees' and the Employer's contribution to the Plan so that it is received by the Plan within fifteen (15) days following the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable to each.

When the Plan has not received the remittances by the date set out above, the Employer is responsible to compensate the Plan for all pension earnings lost by the Employer's employees as a result of the late remittance. This compensation amount shall be calculated on all contributions (employer, employee and voluntary, if applicable) which are part of the remittance.

14.06 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan shall be responsible for informing the employees about the Plan including statements to each employee, showing their account balance, including details of all contributions received, and all earnings/losses allocated.

14.07 The Employer agrees to deduct, by way of payroll deduction, and remit to the Union's Benefit Administration Office, voluntary employee pension contributions in addition to any other collective

agreement Pension Plan contributions. Such amounts shall not exceed the limits established by the Canada Customs and Revenue Agency. These monies will be recorded separately on the Employer's monthly remittance to the Benefit Administration Office.

14.08 The Employer's contributions to the Pension Plan shall be recorded on a remittance sheet supplied by the Union. On this sheet the Employer will enter:

- a. Name of employees;
- b. Total hours' worked during the month for which the remittance is made;
- c. Date of termination (where applicable);
- d. Hourly rate of pay;
- e. Total sum of Employer contributions.

The Employer will forward to the Union's Remittance Processing Centre monthly, not later than the fifteenth (15th) of each month, the remittance sheet together with a cheque for the total amount of contributions for the Pension Plan.

14.09 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the pension contributions in Schedule "A" will be paid to that employee on each paycheque. This payment in-lieu of pension contributions will not be less than the amount

that employee would have received if he/she were still contributing to the Plan.

14.10 All employees shall receive ten percent (10%) in pension contributions. All employees with more than fifteen (15) years of seniority shall receive twelve percent (12%) pension.

ARTICLE 15 - TRANSPORTATION, TRAVEL TIME AND BOARD

15.01 For jobs in OLRB Areas #8 and #26 the following provisions shall apply:

- a. There will be no travel time compensation of any kind within OLRB Areas #8 and #26 regardless of the day or time of which the work is undertaken.
- b. Employees will be paid travel time, both ways, to any job located outside of OLRB Areas #8 and #26.
- c. Employees who are required by the Employer to return to the Employer's shop at the end of the workday shall be paid for the time involved.

15.02 Classifications, wages and travel provisions for jobs outside of OLRB Areas #8 and #26 will be separately negotiated prior to the commencement of work in those areas.

15.03 Employees who are required to be away from their home overnight shall be provided with free room and board.

15.04 If an employee is requested to use his car for hauling company materials or for transporting company personnel, he shall be paid forty-five cents (\$0.45) per kilometre for such use.

15.05 When the Employer provides transportation it shall be transportation which includes legal seating arrangements including seat belts.

15.06

- a. Mileage compensation paid by the Employer shall be deemed to include compensation from which an employee is obligated to provide adequate motor vehicle insurance to cover situations in which he is transporting company personnel or materials.
- b. It is understood that the Employer is not liable for any incident occurring during travel in vehicles other than owned by the company.

ARTICLE 16 - TOOLS

16.01 The employer shall supply all necessary tools.

16.02 All employees will be provided with rubber boots when required in the normal course of their duties as determined by supervisory personnel.

ARTICLE 17 - PROTECTIVE EQUIPMENT

17.01 All employees shall wear safety hats, safety vests and gloves to be furnished by the Employer.

17.02 If required by the regulations issued under *The Occupational Health and Safety Act* the employees shall wear safety footwear, to be furnished by the employees.

The Employer agrees to reimburse each employee up to two hundred and fifty dollars (\$250.00) per contract year for the purchase of safety footwear and apparel. The employee is to be reimbursed upon presentation of receipt. The Employer will furnish employees with specialized safety equipment (including safety glasses) and rain gear if and when required. Any worn out safety equipment will be replaced upon presentation of the worn equipment.

ARTICLE 18 - EDUCATION & ASSISTANCE FUND

18.01 The Employer shall contribute the amount as specified in Schedule "A" for each hour worked by each employee covered by this Agreement and remit such contributions to the Union's Education & Assistance Fund.

18.02 The Education & Assistance Fund shall be used by the Union to assist members in exercising their right to work and have access to job sites, to educate and instruct members in the competent practice of their trade, and to instruct specific members in labour relations.

18.03 The total amount owing shall be remitted monthly to the Union by the fifteenth (15th) of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

ARTICLE 19 - INDUSTRY FUND

19.01 The Employer shall contribute and remit such contributions to the Union's Industry Fund as specified in Schedule "A" for each hour worked by each employee covered by this Agreement.

19.02 The Industry Fund shall be used by the Union 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.

19.03 The total amount owing shall be remitted monthly to the Union by the fifteenth (15th) of the month following the month for which the contributions were made. Contributions shall be separately on the remittance form.

ARTICLE 20 - REST PERIODS

20.01 There shall be two rest periods (or coffee breaks) with pay of fifteen minutes duration each, daily, one in the morning and one in the afternoon.

20.02 Employees shall also receive a thirty (30) minute unpaid meal break at about the midpoint in the day.

ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

21.01 The Employer shall grant leaves of absence without pay and without loss of seniority rights for the following reasons for a maximum period of one month:

- a. Marriage;
- b. Sickness;
- c. Death in the immediate family;
- d. Union activity other than this establishment.

21.02 The above shall not preclude extension for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified. A doctor's letter may be required to confirm sickness or disability, the cost of which will be borne by the Employer.

21.03 The immediate family in this Article shall mean - mother, father, mother-in-law, father-in-law, brother, sister, wife, and children of the employee.

21.04 An employee will be granted four (4) days leave of absence with pay, at his regular straight time hourly rate, to make arrangements for and to attend the funeral, or to mourn the death of any one of the employee's immediate family. The days granted shall be between the date of death and the day after the funeral. Bereavement pay shall be paid only for days upon which the employee is normally scheduled to work. An employee shall be granted two (2) days as above for: in-laws, grandparents and grandchildren.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 The parties to this Agreement recognize the Stewards and the CLAC Local 52 Representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.

22.02 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 workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring 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.

22.03 “Group Grievance” is defined as a single grievance, signed by a Steward or a CLAC Local 52 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.

22.04 “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 20, by-passing Steps 1 and 2. Such Policy Grievance shall be signed by a Steward or a CLAC Local 52 Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

22.05 **Step 1**

Subject to Article 5.05, any employee having a grievance will, accompanied by a Steward or a CLAC Local 52 Representative, submit the same to his 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 (3rd) workday 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 CLAC Local 52 Representative may within five (5) workdays of the decision under Step 1, or within five 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 CLAC Local 52 Representative of his decision in writing within three (3) workdays following the said meeting.

ARTICLE 23 - ARBITRATION

- 23.01 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.
- 23.02 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.
- 23.03 If a notice of desire to arbitrate is served, the two 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 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.

- 23.04 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 23.05 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.
- 23.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 23.07 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 19.03, 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.
- 23.08 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 Article 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

23.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at an hourly 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.

23.10 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. This clause shall not apply to the discharge of a probationary employee.

23.11 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 24 - DISCIPLINE AND DISCHARGE

24.01 The Employer may warn, suspend, demote or discharge employees for just cause. If the conduct or performance of an employee warrants disciplinary action, such action shall be confirmed in writing. A copy of all such documentation shall be provided to the employee(s) involved and forwarded to the office of the Union at the time they are issued.

24.02 Any disciplinary notice shall be issued only after or during the meeting with the employee being disciplined. An employee shall be advised of the nature of the meeting prior to attending. The employee shall be accompanied by a steward in accordance with Article 3.03.

24.03 Disciplinary meeting shall normally take place during the affected employee's scheduled shift. If the employee is not out work and the incident giving rise to the meeting is so serious that immediate action is warranted, employees may be called in at a time when they are not scheduled to work. Such time to attend discipline meeting is paid time per this Agreement.

24.04 Any letters of warning older than twelve (12) months shall be removed from an employee's file, provided that there is no repeat offence of the incident giving cause to the discipline during such twelve (12) month period. Any record of suspension will be removed after twenty-four (24) months, provided there is no repeat offence of the incident giving cause to the suspension during such twenty-four (24) month period.

ARTICLE 25 - DURATION

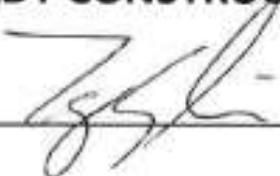
25.01 This Agreement shall be effective on the first (1st) day of October, two thousand and twenty-one (2021) and shall remain in effect until the thirtieth (30th) day of September, two thousand and twenty-four (2024) and for further

**ROYAL READY CONSTRUCTION LIMITED
CLAC LOCAL 52
COLLECTIVE AGREEMENT OCTOBER 1, 2021 – SEPTEMBER 30, 2024**

periods of one year unless notice shall be given by either party, of the desire to delete, change or amend any of the provisions contained herein, within the period from ninety days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one year.

DATED at Oakville, ON, this 9th day
of NOVEMBER, 2021.

Signed on behalf of
ROYAL READY CONSTRUCTION LIMITED

Per 

Per _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

Per 

Per _____

ROYAL READY CONSTRUCTION LIMITED
CLAC LOCAL 52
COLLECTIVE AGREEMENT OCTOBER 1, 2021 – SEPTEMBER 30, 2024

Schedule A-1

October 4, 2021 - October 2, 2022							
Classification	Rate	Vac. & Stat Pay 10%	Benefits*	Pen. 10%	Ind. Fund	Edu.	TOTAL
Cement Finisher/Pipe Layer	\$40.53	\$4.05	\$1.55	\$4.05	\$0.20	\$0.20	\$50.58
Heavy Equipment Operator	\$43.69	\$4.37	\$1.55	\$4.37	\$0.20	\$0.20	\$54.38
Operator	\$36.52	\$3.65	\$1.55	\$3.65	\$0.20	\$0.20	\$45.77
Truck Driver	\$30.34	\$3.03	\$1.55	\$3.03	\$0.20	\$0.20	\$38.36
Float Truck Driver	\$32.55	\$3.25	\$1.55	\$3.25	\$0.20	\$0.20	\$43.07
Skilled Labourer	\$36.93	\$3.69	\$1.55	\$3.69	\$0.20	\$0.20	\$46.27
Labourer III	\$31.78	\$3.18	\$1.55	\$3.18	\$0.20	\$0.20	\$40.09
Labourer II	\$28.61	\$2.86	\$1.55	\$2.86	\$0.20	\$0.20	\$36.28
Labourer I	\$25.41	\$2.54	\$1.55	\$2.54	\$0.20	\$0.20	\$32.44
Lead Hand Premium \$2.50							
Foreman Premium \$3.50							

* Approximate hourly cost of the benefit plan's monthly premium

October 3, 2022 - October 1, 2023							
Classification	Rate	Vac. & Stat Pay 10%	Benefits*	Pen. 10%	Ind. Fund	Edu.	TOTAL
Cement Finisher/Pipe Layer	\$41.74	\$4.17	\$1.55	\$4.17	\$0.20	\$0.20	\$52.04
Heavy Equipment Operator	\$45.00	\$4.50	\$1.55	\$4.50	\$0.20	\$0.20	\$55.95
Operator	\$37.62	\$3.76	\$1.55	\$3.76	\$0.20	\$0.20	\$47.09
Truck Driver	\$31.25	\$3.13	\$1.55	\$3.13	\$0.20	\$0.20	\$39.45
Float Truck Driver	\$33.52	\$3.35	\$1.55	\$3.35	\$0.20	\$0.20	\$42.18
Skilled Labourer	\$38.04	\$3.80	\$1.55	\$3.80	\$0.20	\$0.20	\$47.60
Labourer III	\$32.73	\$3.27	\$1.55	\$3.27	\$0.20	\$0.20	\$41.23
Labourer II	\$29.46	\$2.95	\$1.55	\$2.95	\$0.20	\$0.20	\$37.31
Labourer I	\$26.17	\$2.62	\$1.55	\$2.62	\$0.20	\$0.20	\$33.36
Lead Hand Premium \$2.50							
Foreman Premium \$3.50							

* Approximate hourly cost of the benefit plan's monthly premium

ROYAL READY CONSTRUCTION LIMITED
CLAC LOCAL 52
COLLECTIVE AGREEMENT OCTOBER 1, 2021 – SEPTEMBER 30, 2024

October 2, 2023 - September 30, 2024							
Classification	Rate	Vac. & Stat Pay 10%	Benefits*	Pen. 10%	Ind. Fund	Edu.	TOTAL
Cement Finisher/Pipe Layer	\$43.00	\$4.30	\$1.55	\$4.30	\$0.20	\$0.20	\$53.55
Heavy Equipment Operator	\$46.35	\$4.64	\$1.55	\$4.64	\$0.20	\$0.20	\$57.57
Operator	\$38.74	\$3.87	\$1.55	\$3.87	\$0.20	\$0.20	\$48.44
Truck Driver	\$32.19	\$3.22	\$1.55	\$3.22	\$0.20	\$0.20	\$40.58
Float Truck Driver	\$34.53	\$3.45	\$1.55	\$3.45	\$0.20	\$0.20	\$43.39
Skilled Labourer	\$39.18	\$3.92	\$1.55	\$3.92	\$0.20	\$0.20	\$48.97
Labourer III	\$33.72	\$3.37	\$1.55	\$3.37	\$0.20	\$0.20	\$42.41
Labourer II	\$30.35	\$3.03	\$1.55	\$3.03	\$0.20	\$0.20	\$38.37
Labourer I	\$26.96	\$2.70	\$1.55	\$2.70	\$0.20	\$0.20	\$34.30
Lead Hand Premium \$2.50							
Foreman Premium \$3.50							

* Approximate hourly cost of the benefit plan's monthly premium

Red Circle:

Current employees who are paid above the rates contained in this Agreement shall receive the scheduled percentage increases to their hourly rate.

Schedule “B”

Notes and Premiums

Classification	Tasks
Operator	Operator of a bobcat, backhoe, front end loader or roller.
Heavy Equipment Operator	Operator of an excavator or bulldozer.
Skilled Labourer	Works with limited supervision.
Labourer III	A worker who is able to perform general labour duties, as detailed below, under general supervision, as well as concrete pouring.
Labourer II	A worker with some construction experience able to perform general labour duties, as well as shoveling, earth moving, and cleaning, under fairly close supervision.
Labourer I	An unskilled worker with little or no construction experience and requiring close supervision.
Truck Driver	Dump Truck Driver, any other truck requiring DZ license, and light general duties as assigned.
Float Truck Driver	Float Truck Driver with the ability to load and unload equipment.

Lead Hand Definition:

An employee designated by the Employer to have the routine responsibility of being the lead member of the crew in the absence of direct supervision by a foreman and to set the pace for the crew. The lead hand assists the foreman with daily organization and control of labour, equipment and materials to ensure that acceptable standards of quality, safety and production are maintained by the crew.

Foreman Definition:

An employee designated by the Employer as a working foreman assigned to lead a crew for a complete division of work. Responsible for daily organization of the work and control of labour, equipment and materials to ensure that acceptable standards of quality, safety and production are maintained.

1. All tradesmen's apprentices shall receive the following minimums for the respective periods as indicated by the Regulations pursuant to *The Apprenticeship and Tradesmen's Qualification Act, 1970*:

1st period 60%

2nd period 70%

3rd period 80%

4th period 90%

2. Probationary employees (excluding labourers) shall be paid the basic rate in effect for their classification at the start of employment.
3. Newly hired labourers may be paid one dollar (\$1.00) below the labourer's rate for the first six months of time worked.
4. All regular employees shall have the right to refuse to work in an area other than OLRB Areas #8 and #26.
5. Students working on jobs covered by the Provincial Fair Wage Schedule of the MTO shall be paid according to Schedule "A" with the understanding that they shall not in any event be paid less than the rate prescribed in the Fair Wage Schedule of the MTO.
6. Prior to the commencement of any work in areas of Ontario outside of OLRB Areas #8 and #26, the parties shall meet to negotiate the hourly wage rates for the applicable classifications of work.
7. Should any government legislation or regulations increase the above rates, these rates shall automatically conform.
8. There shall be a steward premium of fifty cents per hour (\$0.50/hr.) above the steward's hourly wage rate.

CLAC MEMBERCENTRE

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1-800-210-0200

CLAC BENEFITS

1-800-463-2522

CLAC TRAINING

1-877-701-2522

CLAC JOBS

1-877-701-2522

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