

# **COLLECTIVE AGREEMENT**

Between

**911904 ONTARIO INC.**

And

**CONSTRUCTION WORKERS  
LOCAL NO. 53, CLAC**

**DURATION: AUGUST 1, 2015 TO FEBRUARY 28, 2018**

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**Between**

**911904 ONTARIO INC.  
(hereinafter referred to as "the Employer")**

**and**

**CONSTRUCTION WORKERS LOCAL NO. 53, CLAC  
(hereinafter referred to as "the Union")**

**AUGUST 1, 2015 TO FEBRUARY 28, 2018**

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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 orderly system for the promotion, demotion, transfer, layoff and recall of employees;
  - d. 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 between the Union, the Employer and the employees which will be conducive to their mutual well being.

- 1.02 It is agreed that 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 of such rights and privileges.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the employer in all sectors of the construction industry, working in the county of Lambton [Board Area # 2] except for non-working foreman, persons above the rank of non-working foreman, employees having a supervisory or confidential capacity, or having authority to employ, discharge or discipline employees, office and sales staff.
- 2.02 Except in cases of emergency, non-working foremen, supervisors and other non-bargaining unit (employees) personnel shall not normally perform work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit.
- 2.03 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 and 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.

2.04 The Employer agrees that the duly appointed representatives of the Christian Labour Association of Canada are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

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

- a. to manage the enterprise, including 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 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, layoff, suspend and discharge provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by an employee that he has been disciplined or discharged without just cause will

be subject to the grievance procedure in Article 19.

2.06 The Employer shall not subcontract any bargaining unit work covered by this Agreement if employees qualified to do the work are on layoff, if employees qualified to do the work must be laid off, demoted or discharged as the result of the subcontracting of work or if other members of the Union qualified to do the work are available for the work.

2.07 Where bargaining unit work cannot be done by bargaining unit employees and is then assigned to other available members of the Union who are qualified to do the work, the Employer shall have the right to either hire such other members of the Union or enter into a subcontract agreement with their employer or, failing the foregoing, enter into a subcontract agreement with such other members of the Union themselves.

### **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 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 representatives are also representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other 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 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, as well as for time spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the stewards concerned.

3.04 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 representative may attend such meetings if that is requested by an employee or by the Employer.

3.05 There shall be no Union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

4.01 During the term of this Agreement or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

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

#### **ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

5.01

- a. The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of labour requirements, giving as much prior notice as possible. The Union will provide a list of labour available. The Employer, at its discretion,

may hire the employees listed or from other sources.

- b. 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 qualified to do the work.
- c. The Employer shall notify the Union in writing of the name, address, and classification of any employee at the time such employee is laid off, recalled or newly hired.

5.02 New employees who complete the probationary period shall have their respective seniority dated back to the date of their most recent hiring.

5.03 Probationary employees are covered by all the provisions of this Agreement with the exception of those articles which specifically exclude probationary employees. Union membership or lack of it does not exclude any employee from any of the provisions of this Agreement.

5.04 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 will be referred by the Employer to a steward or a CLAC representative in order to give such steward or CLAC representative an opportunity to describe the Union's purposes and representation policies to new employees.

- 5.05 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

## **ARTICLE 6 - CHECKOFF**

### 6.01

- a. The Employer shall, at least once monthly, check off from each employee who has worked the month or part thereof the amount equal to Union dues, as set by the CLAC National Convention and as contained within the Employer Dues Directive issued by the Union office.
- b. The Employer shall also deduct any authorized administrative dues owing by an employee.
- c. The Employer is also authorized to deduct retroactively one (1) month's amount equal to Union dues from seniority employees who have not paid the prescribed amount during the previous month(s).

d. The total amount(s) checked off and/or deducted on behalf of the Union will be turned over by the Employer to the Union treasurer each month, within two (2) weeks after the end of the month for which the check off and/or deductions are made, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.

6.02 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines on what constitutes a conscientious objection.

## **ARTICLE 7 - WAGES AND RATES OF PAY**

7.01 Wage schedules applicable to various job classifications are as set forth on Schedule A attached hereto and made part hereof.

7.02 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 negotiation between the Employer and the Union.

7.03 The Employer agrees to pay three (3) hours of wages in the event that the employee reports for work in the usual manner and is prevented from starting work due to any cause not within his control providing the

employee remains at the job for the full three (3) hours. In cases of inclement weather conditions, the employee shall be obligated to call the Employer to ascertain whether or not he shall report for work.

7.04 Employees shall be paid on Thursday of each week provided the employee has his time sheet in by the preceding Monday at 8:30 a.m.

## **ARTICLE 8 - OVERTIME AND SUNDAY LABOUR**

8.01 The regular work week for road work, sewer and watermain construction shall consist of fifty (50) hours, comprised of five (5), ten (10) hour days, Monday to Friday inclusive.

8.02 Work performed in excess of ten (10) hours per day shall be paid at the rate of time and one-half (1.5). Work performed before 7:00 a.m. and after 6:00 p.m. on Mondays to Fridays inclusive shall be paid at the rate of time and one-half (1.5). For building construction, the above shall read nine (9) hours per day.

8.03 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 two (2) times the regular rate of pay for such hours irrespective of weekly hours.

- 8.04 Employees shall not accept paid employment in the construction industry if employed a minimum of forty (40) hours per week by the Employer.
- 8.05 Employees shall receive a lunch period of thirty (30) minutes per day. Such lunch period shall not be considered as time worked.
- 8.06 In case a night shift is employed, the Employer will pay a premium of twenty-five (\$0.25) cents per hour above the regular rate. A night shift is a nine (9) hour shift that begins after 3:30 p.m. and is scheduled for three (3) consecutive shifts.

## **ARTICLE 9 - VACATIONS AND VACATION PAY**

- 9.01 Vacations shall be granted according to the following schedule:

<b>Period Worked</b>	<b>Time Off</b>	<b>Vacation Pay*</b>
<b>less than 3 years</b>	<b>2 weeks</b>	<b>4 %</b>
<b>upon completion of 3 years</b>	<b>3 weeks</b>	<b>6%</b>
<b>upon completion of 6 years</b>	<b>4 weeks</b>	<b>8 %</b>

\*percentage of annual gross earnings

- 9.02 The Employer shall, by mutual agreement, grant each employee two (2) weeks' vacation time during the July-August holiday period and any remaining week at the request of the employee.

9.03 All requests for vacation time shall be made in writing or on a vacation schedule posted by the Employer.

9.04 If two (2) or more employees request the same vacation period, seniority shall apply.

## **ARTICLE 10 - HOLIDAYS**

10.01 The following days are recognized holidays with pay under this Agreement for all employees who have completed their probationary period:

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

10.02 An employee who works on a paid holiday shall be paid at the rate of one and one-half (1½) times the regular hourly rate for each hour worked, in addition to regular wages for the holiday.

10.03 In order to qualify for holiday pay, an employee must work her last full scheduled shift immediately preceding and her first full scheduled shift immediately following the holiday.

## **ARTICLE 11 - SENIORITY AND LAYOFFS**

11.01 When one or more employees are to be laid off, the decision on the order of layoff shall be decided with the following considerations:



- a. ability of the employees to perform the work according to accepted standards;
- b. family circumstances of the employee;
- c. seniority standings of the employees.

11.02 The Employer shall give the employee(s) one (1) week's notice in case of layoff unless the layoff is due to any cause not within the Employer's control. Employees shall give the Employer one (1) week's notice when they wish to discontinue their employment.

11.03 Seniority rights shall cease for any employee who:

- a. voluntarily quits the employ of the Employer;
- b. is discharged and such discharge is not reversed through the grievance procedure;
- c. fails to report on the first (1st) 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 twelve (12) consecutive months; and
- e. fails to report for work on the second (2nd) day after being recalled from a layoff or fails to make other satisfactory arrangements with the Employer.

11.04 Any employee who wishes to appeal a layoff shall first contact the Employer to ascertain the reason for the layoff. If the employee subsequently wishes to pursue the matter, he shall follow the grievance procedure.

## **ARTICLE 12 - HEALTH INSURANCE and PENSION PLAN**

12.01 In order to protect the employees and their families from the financial hardships of involuntary termination of employment and to aid these employees and their legal dependents in obtaining proper health care, the Employer shall contribute a hourly contribution for health care and ensure coverage for those entitled for all employees who have completed their probationary period from the date of completion of probation.

- a. The Employer agrees to participate in and to be bound by the provisions, terms and conditions of the Group Insurance Plan G12410 (the Plan) made available through the Christian Labour Association of Canada Health and Welfare Trust Fund (the Fund).

A summary of the benefits provided can be found in Schedule B.

- b. The Employer shall enrol all eligible employees (those who have completed their probationary

period) in the Plan on forms supplied by the Administrator of the Fund (the Administrator).

- c. The Employer agrees to pay the amounts set by the Union Benefit Plan for each employee covered by this agreement as an irrevocable contribution to the Union's Benefit plan.

12.02 The Employer will continue to pay for all the insurances outlined in Article 13.01 for all employees who have been in the employ of the Employer for one (1) year or more and are prevented from working for any reason other than justified dismissal for a period of three (3) months. In case of sickness, a doctor's certificate is required.

12.03 Employees who have been in the employ of the Employer for less than one (1) year shall be eligible for payment of all the insurances outlined in Article 11.01 in accordance with the following:

- a. In the event of any interruption of work for any reason other than sickness or accident, the Employer agrees to continue to pay the premium for a period of one (1) month.
- b. In the event of sickness or accident, the Employer agrees to continue to pay the premium for all the insurances for a period of three (3) months. In case of sickness, a doctor's certificate is required.

## 12.04 **Christian Labour Association of Canada Pension Plan**

The CLAC Pension Plan (the plan), a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594, applies to all employees covered by this Collective Agreement.

New employees will join the plan immediately upon completion of the probationary period.

Each pay period, the Employer shall remit to the Remittance Processing Centre (RPC), for each eligible employee, an Employer contribution as per Schedule A. Employer contributions will vest in accordance with the rules of the plan.

The Employer agrees to deduct, by way of payroll deduction, and remit to the RPC, additional voluntary employee pension contributions which are above and beyond Employer and Employee contributions. A request for such deductions shall be submitted to the Employer on a form provided by the plan and a copy of the completed form shall be sent to the RPC along with the first remittance of such voluntary contributions.

The total amount of all contributions remitted by the Employer on an employee's behalf (employer, employee, and voluntary), shall not exceed the

annual maximum money purchase contribution limits outlined by the Canada Revenue Agency.

The Employer will remit the employees' and the Employer's contributions to the RPC 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. Employer and voluntary contributions will be recorded separately on the remittance.

Where legislation prohibits an employee from contributing because of age, an amount equivalent to the Employer's contributions 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.

The Union acknowledges and agrees that, other than remitting contributions to the plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the plan or be responsible for providing such benefits.

The Employer and the Union will cooperate in providing the information required to administer the plan on the employees' behalf. The plan staff shall be responsible for informing the employees about the plan, which includes providing updated account

statements of all contributions received, investment returns allocated, and the current account balance.

- 12.05 All Employer contributions and employee deductions, such as the Employer's contribution to the Health Fund and Pension Plan and deductions made off the employee's wages, such as Union dues, are a Trust Fund in the hands of the Employer until the money is paid to the Union.

### **ARTICLE 13 - TRANSPORTATION, TRAVEL TIME & ROOM & BOARD**

- 13.01 The Employer will provide transportation to job sites outside of Lambton County. If an employee's car is used for transportation to and from jobs outside of Lambton County, the owner shall be paid forty cents (\$0.40/km) per kilometre when authorized by the Employer.
- 13.02 Employees shall be obligated to travel together as much as possible to eliminate unnecessary car usage. No vehicle shall carry more than the standard designed capacity of such vehicle.
- 13.03 Employees shall be paid travel time, at one-half (1/2) their regular hourly rate, to and from any job that is outside of the city limits.
- 13.04 All time spent on traveling outside of the regular working hours shall be paid at the regular rate of pay

and shall not be considered as time worked for the purpose of calculating overtime except for maintenance employees who travel between jobsites on any working day.

13.05 Drivers of Employer-owned or operated vehicles other than pick-up trucks shall book their driving time as time worked.

13.06 When employees are required to stay out of town, the Employer shall arrange for and provide adequate sleeping accommodations and provide employees with proper meals. If at all possible, there will be a maximum of three (3) persons per average size room on out-of-town jobs.

#### **ARTICLE 14 - TOOLS**

14.01 All tradesmen shall supply their own tools except power tools.

14.02 Tools supplied by the Employer shall remain the property of the Employer.

14.03 Tools broken or worn out shall be replaced by the Employer at the Employer's expense. This does not include tools broken or worn out through abuse. Tools lost will be replaced by the Employer at its expenses provided the loss is promptly reported to the Employer and is not due to negligence.

## **ARTICLE 15 - PROTECTIVE EQUIPMENT**

- 15.01 The employees shall wear safety hats and other protective equipment if required in their duties purchased at the expense of the Employer.
- 15.02 All protective equipment shall remain the property of the Employer.
- 15.03 The Employer shall reimburse all employees with more than six (6) months of seniority to a maximum of seventy-five (\$75.00) dollars each contract year upon presentation of proof of purchase of proper safety shoes or boots.
- 15.04 The Employer shall reimburse all employees with more than eight (6) months of seniority to a maximum of seventy-five (\$75) dollars each contract year upon presentation of proof of purchase of coveralls. The Employer will replace or pay for replacement of coveralls that are damaged during working hours.
- 15.05 The Employer and the Union agree that it is of utmost importance for all personnel on Employer jobsites to be aware of safe work habits and to carry out job tasks in the safest manner possible. To further these objectives, the Employer and the Union agree to jointly sponsor, during regular work hours (with pay), a safety seminar, at least once per year to be attended by all Employer personnel who work on



Employer jobsites. Such seminars shall be conducted by a recognized construction safety organization.

## **ARTICLE 16 - REST PERIODS**

16.01 There shall be two (2) short coffee breaks with pay, daily one (1) in the forenoon and one (1) in the afternoon. These rest periods shall be considered as time worked. It is understood that coffee breaks shall, as much as possible, be taken during natural work interruptions.

## **ARTICLE 17 - LEAVES OF ABSENCE**

17.01 The Employer shall grant leaves of absence without pay and without loss of seniority rights for the following reasons and duration:

- |                                                 |         |
|-------------------------------------------------|---------|
| a. marriage                                     | 1 month |
| b. sickness                                     | 1 month |
| c. death in the immediate family                | 1 month |
| d. union activity other than this establishment | 1 week  |
| e. visiting out of the country                  | 1 month |

17.02 The above shall not preclude extensions 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.

- 17.03 The immediate family in this Article shall mean: mother, father, mother-in-law, father-in-law, brother, sister, spouse, children and grandchildren of the employee.
- 17.04 Any employee requesting a leave of absence must submit his request to the Employer at least three (3) weeks in advance. This Article does not apply in cases of sickness or death in the immediate family.
- 17.05 If an employee is bereaved of his spouse, parent(s) or children, the employee shall be granted a three (3) day leave with pay to make arrangements for and to attend the funeral. If the employee is bereaved of his brother, sister, mother-in-law, father-in-law or grandchild, he shall be granted a one (1) day leave with pay.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

- 18.01 The parties to this Agreement recognize the stewards and the CLAC representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- 18.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing 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.

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 20, by-passing Step 1 and Step 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 the Employer or his representative.

18.05 **Step 1** - Any employee having a grievance will, accompanied by a steward or a CLAC 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 in writing of his decision.

**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.

## **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) calendar 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 parties shall each submit names and addresses of nominees to act as sole arbitrator within seven (7) calendar days of notice being served. If the parties are unable to agree on an appointment for sole

arbitration, either party may request the Minister of Labour to appoint a sole arbitrator.

19.04 No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance.

19.05 The decision of the arbitrator shall be final and binding on all parties.

19.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally, by registered mail or by facsimile transmission followed by verbal confirmation. If served by registered mail, the date of mailing shall be deemed to be the date of service.

19.07 If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 20.03, 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 arbitrator 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 reliance upon the words or conduct of the other party.

19.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back-pay calculated at day rate or average earnings, as applicable, times normal hours, less any monies earned or by any other arrangement which is just and equitable in the opinion of the arbitrator.

19.10 Where the arbitrator is of the opinion that there is just 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 arbitrator may substitute a penalty which is, in his opinion, just and equitable.

19.11 Each of the parties hereto shall jointly bear the expense of the arbitrator.

## **ARTICLE 20 - DISCHARGE, SUSPENSION AND WARNING**

20.01 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be a written one and a copy of this warning will be forwarded immediately to the office of the Union.

20.02 All disciplinary notices shall be handed out in the presence of a Union Steward or Union Representative.

20.03 An employee may be suspended or discharged for just cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, together with a Union representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview the Union may submit the complaint to arbitration.

## **ARTICLE 21 - EDUCATION AND ASSISTANCE FUND**

### 21.01

- a. The Employer will contribute to the Union's Education and Assistance Fund for all hours' worked by bargaining unit employees. The hourly amounts shown in Schedule A will be remitted monthly to the Union together with the Union dues, but Fund contributions will be separately itemized.
- b. The purpose of the Education Fund is to conduct from time to time seminars specific to the work of Union members in their industry or trade, seminars to train and upgrade Union Stewards in good labour relations practices and seminars which deal with basic issues concerning work and the workplace.
- c. The Union will consult with the Employer so as to minimize work schedule interruptions when

employees are to attend a seminar. The Employer will cooperate with the Union in granting time off for employees to attend seminars provided the Union notifies the Employer in writing at least two (2) weeks in advance of the seminar.

- d. The Education Fund will pay normal expenses for employees attending seminars. The Employer will pay the employee's regular wages for the hours of regularly scheduled work (not overtime hours) missed by the employee while attending a seminar. The Fund will reimburse the Employer fully for such authorized wage payments (not including Employer-paid benefits) upon receipt of an itemized statement.

## **ARTICLE 22 - INDUSTRY FUND**

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

- a. 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.



- b. The total amount owing shall be remitted monthly to the Union by the 15<sup>th</sup> of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

22.02 The Union Funds may not be used to fund a grievance or other legal proceeding against any contractor signatory to CLAC or its affiliated local unions.

### **ARTICLE 23 - DURATION**

23.01 This Agreement shall be effective on the first day of August, two thousand and fifteen (2015) and shall remain in effect until the twenty-eighth day of February, two thousand and eighteen (2018) and for further periods of one (1) 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 (90) to thirty (30) days prior to the renewal date.

SIGNED:

The Employer:

The Union:

(signatures on file)

(signatures on file)

Employer Representative

Roger Grootenboer

911904 ONTARIO INC.

AUGUST 1, 2015 TO FEBRUARY 28, 2018

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Dated and signed in Sarnia, Ontario, this 11<sup>th</sup> day of September, 2015.

## SCHEDULE A

### Wage Rate Applicable to Work Outside of the Road, Sewer, and Watermain Sector

<b>Effect August 1, 2015</b>							
<b>Equipment</b>	<b>Vacation</b>						
<b>Operator</b>	<b>Wages</b>	<b>Pay*</b>	<b>Pension</b>	<b>Benefits</b>	<b>IF</b>	<b>E&amp;A</b>	<b>Total</b>
<b>6 + years</b>	\$25.80	\$2.06	\$2.00	\$1.41	\$0.13	\$0.20	\$31.60
<b>4-6 years</b>	\$24.60	\$1.97	\$2.00	\$1.41	\$0.13	\$0.20	\$30.31
<b>0-3 years</b>	\$22.85	\$1.83	\$2.00	\$1.41	\$0.13	\$0.20	\$28.42
<b>Skilled Labourer</b>							
<b>6 + years</b>	\$23.10	\$1.85	\$2.00	\$1.41	\$0.13	\$0.20	\$28.69
<b>4-6 years</b>	\$22.00	\$1.76	\$2.00	\$1.41	\$0.13	\$0.20	\$27.50
<b>0-3 years</b>	\$20.95	\$1.68	\$2.00	\$1.41	\$0.13	\$0.20	\$26.37
<b>General Labourer</b>							
<b>6 + years</b>	\$20.65	\$1.65	\$2.00	\$1.41	\$0.13	\$0.20	\$26.04
<b>4-6 years</b>	\$19.60	\$1.57	\$2.00	\$1.41	\$0.13	\$0.20	\$24.91
<b>0-3 years</b>	\$18.50	\$1.48	\$2.00	\$1.41	\$0.13	\$0.20	\$23.72
<b>Truck Driver</b>							
<b>3 + years</b>	\$19.50	\$1.56	\$2.00	\$1.41	\$0.13	\$0.20	\$24.80
<b>0-3 years</b>	\$18.25	\$1.46	\$2.00	\$1.41	\$0.13	\$0.20	\$23.45

**\*Vacation Pay figure at 8%**

<b>Effect August 1, 2016</b>							
<b>Equipment</b>	<b>Vacation</b>						
<b>Operator</b>	<b>Wages</b>	<b>Pay*</b>	<b>Pension</b>	<b>Benefits</b>	<b>IF</b>	<b>E&amp;A</b>	<b>Total</b>
<b>6 + years</b>	\$26.15	\$2.09	\$2.60	\$1.46	\$0.15	\$0.20	\$32.65
<b>4-6 years</b>	\$24.90	\$1.99	\$2.60	\$1.46	\$0.15	\$0.20	\$31.30
<b>0-3 years</b>	\$23.15	\$1.85	\$2.60	\$1.46	\$0.15	\$0.20	\$29.41
<b>Skilled</b>							
<b>Labourer</b>							
<b>6 + years</b>	\$23.40	\$1.87	\$2.60	\$1.46	\$0.15	\$0.20	\$29.68
<b>4-6 years</b>	\$22.25	\$1.78	\$2.60	\$1.46	\$0.15	\$0.20	\$28.44
<b>0-3 years</b>	\$21.25	\$1.70	\$2.60	\$1.46	\$0.15	\$0.20	\$27.36
<b>General</b>							
<b>Labourer</b>							
<b>6 + years</b>	\$20.90	\$1.67	\$2.60	\$1.46	\$0.15	\$0.20	\$26.98
<b>4-6 years</b>	\$19.85	\$1.59	\$2.60	\$1.46	\$0.15	\$0.20	\$25.85
<b>0-3 years</b>	\$18.75	\$1.50	\$2.60	\$1.46	\$0.15	\$0.20	\$24.66
<b>Truck Driver</b>							
<b>3 + years</b>	\$20.00	\$1.60	\$2.60	\$1.46	\$0.15	\$0.20	\$26.01
<b>0-3 years</b>	\$18.50	\$1.48	\$2.60	\$1.46	\$0.15	\$0.20	\$24.39

**\*Vacation Pay figure at 8%**

<b>Effect August 1, 2017</b>							
<b>Equipment</b>	<b>Vacation</b>						
<b>Operator</b>	<b>Wages</b>	<b>Pay*</b>	<b>Pension</b>	<b>Benefits</b>	<b>IF</b>	<b>E&amp;A</b>	<b>Total</b>
<b>6 + years</b>	\$26.50	\$2.12	\$3.00	\$1.51	\$0.17	\$0.20	\$33.50
<b>4-6 years</b>	\$25.25	\$2.02	\$3.00	\$1.51	\$0.17	\$0.20	\$32.15
<b>0-3 years</b>	\$23.45	\$1.88	\$3.00	\$1.51	\$0.17	\$0.20	\$30.21
<b>Skilled</b>							
<b>Labourer</b>							
<b>6 + years</b>	\$23.65	\$1.89	\$3.00	\$1.51	\$0.17	\$0.20	\$30.42
<b>4-6 years</b>	\$22.55	\$1.80	\$3.00	\$1.51	\$0.17	\$0.20	\$29.23
<b>0-3 years</b>	\$21.50	\$1.72	\$3.00	\$1.51	\$0.17	\$0.20	\$28.10
<b>General</b>							
<b>Labourer</b>							
<b>6 + years</b>	\$21.15	\$1.69	\$3.00	\$1.51	\$0.17	\$0.20	\$27.72
<b>4-6 years</b>	\$20.10	\$1.61	\$3.00	\$1.51	\$0.17	\$0.20	\$26.59
<b>0-3 years</b>	\$19.00	\$1.52	\$3.00	\$1.51	\$0.17	\$0.20	\$25.40
<b>Truck Driver</b>							
<b>3 + years</b>	\$20.50	\$1.64	\$3.00	\$1.51	\$0.17	\$0.20	\$27.02
<b>0-3 years</b>	\$18.75	\$1.50	\$3.00	\$1.51	\$0.17	\$0.20	\$25.13

**\*Vacation Pay figure at 8%**

**ROAD, SEWER, WATERMAIN:** For all work in the road, sewer, and watermain projects, the Employer will contact the Union for the prevailing rates applicable for work in the Board Area. The Employer shall pay all such work at the prevailing rates.

**'AZ' LICENSE:** All Operators who use a current 'AZ' License in the operation of employer's vehicles will receive fifty cents (\$.50) per hour in addition to their regular rate of pay. Employees shall be given reasonable time off with pay to obtain or maintain an AZ license. Cost associated with obtaining the required medical certificate shall be bore by the employee. Employees shall pay any insurance surcharge resulting from an employee's driving record.

**STUDENTS:** A student is an employee who is enrolled in secondary or post-secondary studies and is employed only for the summer vacation period or other school breaks, or employed on a part-time or casual basis during the school year, or is a person participating in a co-op program through a secondary or post-secondary educational institution, unless otherwise mutually agreed by the parties.

## **PROBATIONARY AND TRAINING RATES**

1. Probationary employees shall be paid at a rate set by the Employer depending on experience and ability to perform during the probationary period. From the end of the probationary period to six (6) months' employment, the

employee will receive twenty-five cents (\$0.25) per hour below the rate in his classification. Upon completion of six (6) months' employment, the employee will receive the rate specified for his classification. The parties may mutually agree to extend the probationary period of an employee.

2. It is agreed that apprentices will receive the following percentage of the journeyman's rate:

<b>First term</b>	<b>50%</b>
<b>Second term</b>	<b>60%</b>
<b>Third term</b>	<b>70%</b>
<b>Fourth Term</b>	<b>80%</b>
<b>Fifth Term</b>	<b>90%</b>

3. Vacation pay during the four (4) month probationary period shall be four percent (4%).

**WORKING FOREMAN:** Employees in charge of a job shall receive seventy-five cents (\$0.75) per hour in addition to the regular hourly rate in effect for their classification. The additional amount of seventy-five cents (\$0.75) shall be added to the hourly rate and paid out to the employee(s) concerned on a weekly basis.

## **GENERAL**

1. All employees in the bargaining unit and/or as classified above shall be paid in accordance with the provisions of this Agreement. Employees in the bargaining unit shall not be paid on a salary basis.
2. All employees operating the Employer's equipment or performing work normally done by members of the bargaining unit in the above classifications shall pay an amount equal to Union dues.
3. It is understood and agreed that employees who are working more than two (2) days per work week in a trade or occupation other than their own shall be paid for the hourly rate specified for such work.
4. Should any government legislation or regulations increase the above rates, these rates shall automatically conform.



**SCHEDULE B**  
**Benefit Coverage Details - Summary**

<b>Life Insurance</b>	\$ 20,000.00
<b>Accident Death &amp; Dismemberment</b>	\$ 20,000.00
<b>Dependent Life Insurance – Spouse</b>	\$ 5,000.00
<b>Dependent Life Insurance – Child</b>	\$ 2,500.00

**Extended Health Care**

**90% drug card** (95% at a Preferred Provider)

**Professional Paramedical Services:**

\$600.00 for each practitioner (nine practitioners eligible)

**Vision Care**

\$150.00 every twenty-four (24) consecutive months

\$95.00 for examinations every twenty-four (24) consecutive months

**Semi-Private Hospital Coverage**

**Out of Canada/Province – Medical Emergencies**

## **Employee & Family Assistance Program (Ceridian *LifeWorks*)**

### **Dental Plan “C”**

Basic and minor restorative services

- 100% paid to \$1,500.00 maximum per person, per calendar year

Major restorative services

- 50% paid to \$1,500.00 maximum per person, per calendar year

**The above is intended as a summary of the major features of the health care benefits. Please consult your CLAC Health Care Benefit Plan Booklet for a full description of health care benefits covered by the Plan.**

# WE'RE COMMITTED TO YOU



## **Positive Work-Life**

We are a modern union with a modern attitude. We don't just help create a better workplace, but a better work-life, helping you get the most out of every day.



## **Champions of You**

We make your voice heard. We lead positive change. And through it all, we keep you working.



## **Everyday Greatness**

We believe that greatness is in all of us. That when you enjoy what you do, when you feel valued and respected, supported and secure, everyone—you, your family, and your community—benefits.

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