

COLLECTIVE AGREEMENT

Between

RANKIN CONSTRUCTION INC.

and

CLAC LOCAL 6

DURATION: May 1, 2021 - April 30, 2024

COLLECTIVE AGREEMENT

Between

RANKIN CONSTRUCTION INC.

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

(hereinafter referred to as "the Union")

DURATION: May 1, 2021 - April 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 just and prompt 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*.

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1.04 In recognition of the mutually advantageous nature of the relationship of the parties each Employer shall contribute one-half (½) of the printing costs, to a maximum of six hundred dollars (\$600.00) of the best quoted price, of the Collective Agreement booklets which are distributed to the employees and management of the Employer.

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 employees employed by the Employer in the province of Ontario as carpenters, carpenters' apprentices, truck drivers and construction labourers and in any classification set out in Schedule "A" hereto, save and except non-working foremen and persons above the rank of non-working foreman.

2.03 Part-time employees working less than twenty-four (24) hours per week will not be covered by the terms of this Agreement.

2.04 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. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

2.05 The Employer agrees that the duly appointed representatives of the Construction Workers Union, CLAC Local 6 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.

2.06 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, layoff, 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.

2.07 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;
- c. he cannot perform the work in a manner that is competitive in terms of cost, quality and within projected time limits.

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 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 up to four (4) Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b. CLAC Local 6 Representatives are representatives of the employees, in all matters pertaining to this Agreement particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law.

3.02

- a. The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments. On jobs that have an information board, the name of the Stewards on site will be posted. The Employer agrees to notify the Union of any major job for which the Employer 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.

- b. Where a job is expected to be staffed with twenty plus (20+) Local 6 CLAC members and no Steward is assigned to the job, then a temporary “Jobsite Steward” may be appointed for the duration of the job. The Union remains obligated to advise the Employer of the term of service for jobsite Stewards.

3.03

- 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 Steward 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 Stewards. The Chief Steward will be appointed by the Union from amongst the Stewards.

The Steward premium is applicable to Stewards who have been properly appointed by the Union, who have received Union Steward’s training, about whom the Employer has been advised and in ratios of Stewards to workers, as agreed by the parties. This premium shall total two dollars (\$2.00) per hour and be divided among the number of Stewards appointed by the Union, in accordance with Article 3.01a. In addition, “Jobsite Stewards” appointed in accordance with Article 3.02b., receive a ten cent (10¢) premium during their term of service, i.e., the project.

3.04 The Union has the right to appoint up to four (4) members to its 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.

3.05 Labour and Management Committee

On a bi-monthly basis, the Steward's Committee, the CLAC Local 6 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.

3.06 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 6 Representative may attend such meetings.

3.07 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.

3.08 CLAC Local 6 Representatives shall have the right to periodically visit job sites.

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 men home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided such applicants are qualified to meet the requirements of the job.
- 5.02 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.
- 5.03 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 (2) 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.

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- 5.04 It shall be the policy of the Employer 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 Employer.
- 5.05 New employees will be hired on a six month probationary period, and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of their most recent hiring. The Employer shall notify the Union in writing of the name(s), address(es) and classification(s) of any new employee(s) at the time such employee(s) commence(s) employment. 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.
- 5.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 5.07 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

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a Steward or a CLAC Local 6 Representative in order to give such Steward or CLAC Local 6 Representative an opportunity to describe the Union's purposes and representation policies to such new employees.

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

5.09 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 6 - CHECK-OFF

6.01 The Employer agrees to checkoff from each employee the amount equal to the Union dues, once weekly, and where applicable an amount equal to Union dues arrears or Union initiation fees. The total amount checked off will be turned over to the Union Treasurer each month, by the 20th the month following the checkoff, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.

6.02 Employees who cannot support the Union because of conscientious objection, as determined by the Union's internal guidelines, may apply to the Union in writing.

6.03 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 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A".
- 7.02 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.
- 7.03 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 Procedure.
- 7.04
- a. A flat fee of fifty dollars (\$50.00) will be paid where, upon arrival to the site, the job is shut down and the employee is sent home due to poor weather conditions. Where the employee is instructed to wait, the minimum daily pay applies.
 - b. The Employer agrees to pay the employee four (4) hours at his basic hourly rate when the employee commences work and the work is suspended provided that the employee remains on the job if requested by the Employer.
 - c. The minimum daily pay is six (6) hours, where work is started and suspended after four (4) hours worked.

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- d. On scheduled night shift highway maintenance, minimum shift pay is eight (8) hours, provided at least four (4) hours are worked. (Highway maintenance is defined as any work on controlled access roadways where there is low tolerance for inclement weather due to high rates of speed on those roadways.
 - e. These minimum payments shall not be deemed to cover travel time or expenses unless identified elsewhere in the contract.
- 7.05 When, due to inclement weather, the work has to be stopped, the Employer agrees to continue payment of a regular hourly rate until the foreman on the job advises the men to go home.
- 7.06 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.
- 7.07 Where a job can be reasonably interrupted, any employee has the right to refuse to work when raining.
- 7.08 Where an employee covered by this Collective Agreement is predominantly welding and has his ticket, it will be his responsibility to ensure the job foreman indicates welder rate on the daily time sheet, and the Employer will pay the welder rate for that day.
- 7.09 The Employer will pay a premium of one dollar (\$1.00) per hour on Seaway projects of over \$500,000.00.
- 7.10 The Employer will implement Direct Deposit. Pay day will remain the same, however, where there is a bank holiday

(including at the end of the week prior), there may be a twenty-four (24) hour deposit delay.

ARTICLE 8 - OVERTIME AND SUNDAY LABOUR

8.01 The regular work week shall be as follows:

Industrial Work	40 hours
Sewer and Watermain Work	50 hours
Road Work	50 hours
Structural and Bridge Work covered by the Provincial Fair Wages Schedule	44 hours

8.02

- a. Work performed in excess of the above hours and/or in excess of nine and one-half (9½) hours per day shall be paid at the rate of one and one-half times (1½x) the regular rate of pay. For sewer, watermain and road work, work performed in excess of ten (10) hours per day shall be paid at the rate of one and one-half times (1½x) the regular rate of pay.
- b. Industrial work is defined as work performed within the walls of a building. The Employer may upon his discretion extend the scope of this definition. For all such work overtime is paid after eight (8) hours daily and forty (40) hours weekly.

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 double times (2x) the regular rate of pay for such hours, irrespective of weekly hours.

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- 8.04 Any work on Saturdays shall be paid at the rate of one and one-half times (1½x) the regular rate of pay.
- 8.05 Employees working in “shift” jobs other than day shift shall receive a premium of two dollars (\$2.00) per hour worked above their applicable wage.
- 8.06 Where an employee is requested to begin a second shift following a full shift, with less than an eight (8) hour period of rest, they will receive time and one half (1.5x) their regular wage. Split shifts of less than five (5) hours will not be affected by this clause.
- 8.07 Where an employee switches to a non-day shift (e.g. for emergencies or night water tie-ins, or for a longer term night shift), and as a result loses a shift in the regular work week, the Employer will pay an additional six (6) hours pay.

ARTICLE 9 - VACATIONS AND VACATION PAY

- 9.01 All employees (other than students) with less than five (5) years of seniority shall receive nine percent (9%) vacation pay.
- 9.02 All employees (other than students) with more than five (5) years of seniority shall receive eleven percent (11%) vacation pay.
- 9.03 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.
- 9.04 All students shall receive four percent (4%) vacation pay.

ARTICLE 10 - HOLIDAYS

10.01 No work shall be performed on the following ten (10) holidays:

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

10.02 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 and the employee may elect to take another day off in lieu of the holiday provided proper notice is given.

10.03 Public Holiday Observation

The Employer shall endeavour to provide the Union as much notice as is possible of its intention to substitute a regular workday for a holiday.

Such substitution may be made on a jobsite basis and applies to all on that site or Employer wide as circumstances dictate. Any work performed as directed by the Employer on the substitute holiday will be paid at double time.

ARTICLE 11 - SENIORITY AND LAYOFFS

11.01 Seniority of employees shall be considered as their length of employment from date of (re)hire and shall be recognized on an Employer-wide basis. New employees shall be placed on the seniority list upon the completion of a total of six (6) months of employment in a two (2) year period and their respective seniority shall be dated back to the date of their most recent hirings.

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- 11.02 Seniority lists shall be maintained at all times by the Employer and shall be available to the union to ascertain the seniority status of an employee within its jurisdiction.
- 11.03 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 six (6) consecutive months and has less than three (3) years of seniority;
 - e. is laid off for a continuous period of more than twelve (12) consecutive months and has more than three (3) years of seniority;
 - 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 acceptable to the Employer. A Doctor's note may be required to confirm sickness or disability which costs will be borne by the Employer;
 - g. is absent for a third occasion of absenteeism without notice or reasonable explanation. The employee will be subject to a one (1) day suspension without pay for the first and the second such occasion. The third such occasion results in termination of employment.

11.04 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.

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

11.06 The Employer shall give three day's 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.

If an employee is temporarily laid off due to his job site being shut down, he will be allowed to bump a lessor seniority employee only after five (5) days. The intent of this article is to promote the Employer's desire to keep work crews consistent.

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

- 11.07 Any employee wishing to discontinue his employment shall give the Employer three (3) day's notice.
- 11.08 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure.
- 11.09 Any employee laid off and recalled for work must return within two (2) 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 12 - HEALTH INSURANCE AND PENSION PLAN

- 12.01 In order to assist in the protection of the employees' families from the financial hazards of illness, the Employer agrees to contribute the following:

One hundred per cent (100%) of the premium cost of a Group Insurance Plan for all employees who have accumulated three (3) consecutive months of service. The Group Insurance Plan shall provide:

- a. \$125,000 life insurance per employee regardless of age.
- b. \$50,000 accidental death and dismemberment insurance per employee.
- c. Long term disability insurance with sixty percent (60%) of earnings, maximum of three thousand dollars (\$3000.00) per month per employee, payable after 119 days until age 65. The Employer will deduct the premium amount for LTD from the Employee's pay cheques. The monthly amount as provided from the Benefit Office will be deducted in four (4) equal parts over the first four pay cheque in a given month.

Participation in the plan and in the payroll deduction is mandatory.

The Employer agrees to deduct the appropriate weekly premium amount to affect the coverage increase and maintain the employee paid premium.

- d. Prescription drug plan for employee and family.
- e. A dental plan B including dentures providing dental coverage based on the current Ontario Dental Association Schedule of Fees for employee and family.
- f. Extended health care coverage for employee and family with vision care at a level of five hundred dollars (\$500.00) and eye exams at one hundred dollars (\$100.00) every twenty-four (24) months, and annual coverage for paramedical services is seven hundred and fifty dollars (\$750.00) per individual service, reimbursed at one hundred percent (100%).
- g. Semi-private hospital coverage with no deductible for employee and family.
- h. The Employer endeavours to seek a new and more responsive EAF provider.
- i. Improve the EAF package and access to proper counselors.
- j. Employees who have not been employed for six (6) months and whose employment is terminated shall have their health insurance cancelled at the end of the month that the employment is terminated.

(For further details refer to the benefit handbook.)

These provisions shall apply during the employee's regular employment period and up to a maximum of three months of the employees' winter layoff period.

12.02 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.

12.03 The Employer agrees to pay five dollars and thirty-nine cents (\$5.39) to the CLAC Remittance Processing Centre (“RPC”) for each hour worked by each employee past probation covered under this Agreement. The Employer further agrees to deduct twenty cents (20¢) per hour from the employee’s wages. The above amounts will not be considered as part of an employee’s gross wage for income tax purposes.

12.04 The Employer agrees to remit any additional employee voluntary contributions as per Article 12.06. Employees are to request such deductions by submitting a form provided by the Plan to their Employer.

12.05 The total amount of pension contributions remitted by the Employer, on an employee’s behalf, cannot exceed the annual maximum money purchase outlined by the Canada Revenue Agency. The employer has no obligation to monitor the employee’s contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the

employer shall not be liable for any tax consequence imposed on the employee.

- 12.06 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, employee and voluntary contributions will be recorded separately on the remittance. Employer contributions will vest in accordance with the rules of the Plan.

ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND BOARD

- 13.01 For jobs in OLRB Areas #5 and #26 the following provisions shall apply:

- a. There will be no travel time compensation of any kind, regardless of the day or time of which the work is undertaken, within OLRB Area #5, that does not include Haldimand County. Any work done in Haldimand County will be compensated at the rate of one dollar (\$1.00) per hour above the regular hourly rate.
- b. Travel time to any job located in OLRB Area #26 (Hamilton) will be compensated at the rate of two dollars and fifty cents (\$2.50) per hour worked over and above their hourly rate. This travel premium is not paid on City of Hamilton Fair Wage projects.
- 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.

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13.02 Classifications, wages and travel provisions for jobs outside of OLRB Areas #5 and #26 will be paid at the OLRB Area #5 rates.

13.03 Employees who are required to be away from their home overnight shall be provided a room and board allowance of one hundred and fifty dollars (\$150.00) daily.

The Employer will endeavour to make arrangements to affect this three days in advance of the out of town work.

13.04 If an employee is requested to use his car for hauling Employer materials or for transporting Employer personnel, he shall be paid fifty cents (50¢) per kilometre for such use.

13.05 When a job is more than sixteen (16) kilometres from the shop, the Employer shall provide transportation to and from jobs for all employees or shall compensate employees with mileage compensation in accordance with Article 13.04 for all kilometres driven to and from such a job. Such transportation or mileage compensation shall be based on the distance between the employee's home and the jobsite or the Employer's shop and the jobsite whichever is the lesser. The Employer will endeavour to provide transportation which includes legal seating arrangements including seat belts.

13.06

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 Employer 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 Employer.

ARTICLE 14 - TOOLS

- 14.01 All tradesmen shall supply their own tools, except power tools.
- 14.02 Employees will be provided with either rubber boots or insulated rubber boots, respective to weather conditions, when required in the normal course of their duties as determined by supervisory personnel while working in wet, muddy, or sub-zero temperatures.
- 14.03 Carpenters will be able to have any worn or broken tools replaced at the Employer's expense upon presentation of the worn or broken tool. Carpenters will have their foreman sign for the worn or broken tools for each job.

ARTICLE 15 - PROTECTIVE EQUIPMENT

- 15.01 All employees shall wear safety hats to be furnished by the Employer at the expense of the employees.
- 15.02 If required by the regulations issued under the *Occupational Health and Safety Act* the employees shall wear safety shoes, to be furnished by the employees.

The Employer agrees to supply one (1) pair of safety boots to a maximum of two hundred and seventy-five dollars (\$275.00) per contract year per employee. The employee is to be reimbursed upon presentation of receipt. Boots may need to be purchased at a store designated by the Employer. Employees who are regularly assigned to the asphalt crew are

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supplied a second pair of boots. This is paid by August 1st of each year.

15.03 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.

The Employer will provide adequate fall protection, including harnesses and related equipment.

15.04 All employees who receive a new two (2) year first aid certificate will receive one hundred dollars (\$100.00) on presentation of the certificate.

ARTICLE 16 - TRAINING FUND

16.01 The Employer shall contribute twenty-seven cents (27¢) to the Education & Assistance Fund (EAF) for each hour worked by each employee covered by this Agreement and shall remit such contributions to the Union's Administrator.

16.02 The E&A Fund is used to provide 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 E&A Fund also pays for related costs of instructional and promotional materials, instructors, facilities, promotion, room and board as well as wage reimbursement.

ARTICLE 17 - REST PERIODS

- 17.01 There shall be two (2) rest periods (or coffee breaks) with pay of fifteen minutes duration each, daily, one in the forenoon and one in the afternoon.
- 17.02 Employees whose shifts are in excess of twelve (12) hours shall receive a hot meal. Their lunch time will be paid for if they cannot leave the work site.

ARTICLE 18 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 18.01 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.
- 18.02 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.
- 18.03 The immediate family in this Article shall mean - mother, father, mother-in-law, father-in-law, brother, sister, wife, and children of the employee.
- 18.04 An employee will be granted three (3) 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 one day as above for: in-laws other than father-in-law and mother-in-law, grandparents and grandchildren.

ARTICLE 19 - GRIEVANCE AND ARBITRATION

- 19.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives as the agents through which employees shall process their grievances and receive settlement thereof. It is agreed and understood that a grievance can only arise from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement. The parties agree to deal with grievances in a timely fashion.
- 19.02 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. Notwithstanding the foregoing, the parties may agree to extend this limitation period.
- 19.03 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.
- 19.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be

submitted by either party to arbitration under Article 19, by-passing Steps 1 and 2. Such Policy Grievance shall be signed by a Steward or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

Step 1

Any employee having a grievance will, accompanied by a Steward or a CLAC Representative, submit the same to the Employer within five (5) workdays of the act or condition causing the grievance. For the purpose of this Article, workdays or working days shall mean Monday to Friday. The Employer will deal with the grievance not later than the third working day following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2

If the grievance is not settled under Step 1, a CLAC Representative may within five (5) working days of the decision under Step 1, or within five (5) working days 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 Representative of his decision in writing within three (3) working days following the said meeting.

- 19.05 A grievance (which has not been accepted, settled, withdrawn or abandoned) may be referred to arbitration under this Article provided the party requiring arbitration serve the other party with written notice within fourteen (14) calendar days after

receiving the decision given at Step 2 of the grievance procedure.

19.06 The parties agree to the use of a sole Arbitrator. If they are unable to agree on the selection of an Arbitrator either party may request the Ministry of Labour to appoint an impartial Arbitrator.

19.07 The Arbitrator will hear and determine the grievance and his decision will be final and binding on the parties hereto and the employees affected. The Arbitrator shall not have the power to alter, amend, modify, delete, or add to any provisions of this Agreement or to substitute any new provisions for any existing provisions nor give any decision inconsistent with the terms and provisions of this Agreement.

19.08 The cost of the Arbitrator will be shared equally by both parties.

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 area office of the CLAC.

20.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved together with a CLAC Local 6 Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five workdays following the interview, the Union may submit the complaint to arbitration.

ARTICLE 21 - DURATION

21.01 This Agreement shall be effective on the first day of May, two thousand and twenty-one (2021) and shall remain in effect until the thirtieth day of April, two thousand and twenty-four (2024) and for further 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 _____, ON, this ___ day of _____, 20___

Signed on behalf of
RANKIN CONSTRUCTION INC.

Per _____ Per _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

Per _____ Per _____

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY
FOR OLRB AREA 5

	May 1, 2021	May 1, 2022	May 1, 2023
Group 1 - Foreman	\$38.04	\$39.03	\$40.02
Group 2 - Senior Carpenter, Senior Pipelayer, Surveyor, Quality Control Technician	\$35.50	\$36.49	\$37.48
Group 3 - Welder, Carpenter, Pipelayer Class "A", Powderman, Senior Cement Finisher	\$33.39	\$34.38	\$35.37
Group 4 - Float Driver, Formsetter Class "A", Cement Finisher Class "A", GPS Grademan	\$32.67	\$33.66	\$34.65
Group 5 - Pipelayer, Cement Finisher, Asphalt Raker, Driller, Grademan, Formsetter, A-Z Truck Driver	\$32.00	\$32.99	\$33.98
Group 6 - Tandem Driver Class, Skilled Labourer	\$31.41	\$32.40	\$33.39
Group 7 - Truck Driver, Intermediate Labourer	\$31.05	\$32.05	\$33.04
Group 8 - Labourer, Flagman, Watchman	\$27.10	\$28.09	\$29.08
Group 9 - Student (over 18 yrs)	\$21.87	\$22.86	\$23.85
Group 10 – Student (under 18 yrs)	\$21.50	\$22.50	\$23.49

Notes

1. A person designated as a lead hand will receive \$36.87 effective May 1, 2021; \$37.86 effective May 1, 2022; \$38.85 effective May 1, 2023, and will work under the general supervision of a foreperson.
2. 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	50%
2nd period	60%
3rd period	75%
4th period	85%
3. Probationary employees (excluding labourers) shall be paid the basic rate in effect for their classification at the start of employment.
4. Newly hired labourers may be paid one dollar (\$1.00) below the labourer's rate for the first six months of time worked.
5. All regular employees shall have the right to refuse to work in an area other than OLRB Area 5.
6. 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.
7. Should any government legislation or regulations increase the above rates, these rates shall automatically conform.

RANKIN CONSTRUCTION INC.

COLLECTIVE AGREEMENT: May 1, 2021 - April 30, 2024

8. Employees in OLRB Area 26 (Hamilton) shall receive a two dollar and fifty cent (\$2.50) per hour premium for all hours worked in that area. This premium does not apply on work to which the City of Hamilton Fair Wage Schedule is applied.
9. Employees who generally work in OLRB Area 26 and are requested to work in OLRB Area 5 will receive an extra hour pay at the straight time OLRB Area 5 rate, to cover travel expenses.

Retroactive Payments

Pension and wage amounts will be retroactive to May 1, 2021.

LETTER OF UNDERSTANDING #1

Between
RANKIN CONSTRUCTION INC.

and
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

WSIB INJURIES

When an employee is injured at work, the Employer may have the right to have the employee examined by a third party doctor. Before the employee is examined, the Union and the employee shall be notified of the reason for the examination. This reason shall have justifiable grounds in the opinion of the Employer and the Union.

Signed this 15th day of November, 1994
Renewed August 19, 2003
Renewed May 25, 2006
Renewed, May 14, 2009
Renewed, April 30, 2012
Renewed April 30, 2015
Renewed May 1, 2018
Renewed May 1, 2021

LETTER OF UNDERSTANDING #2

Between
RANKIN CONSTRUCTION INC.

and
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

EVALUATION OF EMPLOYEE PERFORMANCE

The parties agree in principle to the evaluation of employee performance.

This system, in accordance with Article 11.04 and 11.05, may be used for determining skill, competence, efficiency, ability and qualifications used during layoffs and recalls.

Signed this 1st day of September, 2000

Revised and renewed August 19, 2003

Renewed May 25, 2006

Renewed May 14, 2009

Renewed April 30, 2012

Renewed May 1, 2018

Renewed May 1, 2021

LETTERS OF UNDERSTANDING – SIGNING PAGE

Between
RANKIN CONSTRUCTION INC.

and
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

The parties agree to abide by the two (2) Letters of Understanding contained herein.

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

Signed on behalf of
RANKIN CONSTRUCTION INC.

Per _____

Per _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

Per _____

Per _____

GRIMSBY MEMBER CENTRE

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

CLAC RETIREMENT

1-800-210-0200

CLAC BENEFITS

1-800-463-2522

CLAC TRAINING

1-877-701-2522

CLAC JOBS

1-877-701-2522

clac.ca/myCLAC