

COLLECTIVE AGREEMENT

Between

PROVINCIAL CONSTRUCTION LTD.

and

CLAC LOCAL 6

DURATION: March 1, 2021 – February 28, 2024

COLLECTIVE AGREEMENT

Between

PROVINCIAL CONSTRUCTION LTD.

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

(hereinafter referred to as "the Union")

DURATION: March 1, 2021 – February 28, 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*.

- 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.

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, 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. 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.
- 2.04 The Employer agrees that the duly appointed representatives of 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.
- 2.05 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.

2.06 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 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 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.
- 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.
- 3.04 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.

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 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.

5.02

- a. The Employer has the right to hire new employees as needed provided that no new employee(s) will be hired while the Employer's employees are laid off, have recall rights and are qualified to do the work.
- b. When the Employer hires new employees who are not members of the Union, the Employer shall inform the Union of the hiring of such employees within two (2) days of hiring and furnish the Union with the following information:
 - i. employee name;
 - ii. Address;
 - iii. Date of Birth;
 - iv. Telephone Number;
 - v. Date of Hire; and
 - vi. Job classification.

- c. Laid off members are also required to notify the Union of their employment status.
- 5.03 **Probationary Period:** New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status. Their respective employment dates shall be dated back to the date of their most recent hiring. Once an employee passes their probationary period, the Employer will also back pay and remit the hourly amounts worked during probation towards the employee's hour bank for health insurance.
- 5.04 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 5.05 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 Union Representative in order to give such Steward or Union Representative an opportunity to describe the Union's purposes and representation policies to such new employees.
- 5.06 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement. Where a worker is placed under sanctions by the Local, an affiliated Local or the National Union, subject to the Union Constitution, membership may be withheld, may continue to be withheld,

may be suspended, may continue to be suspended, or may be rescinded.

ARTICLE 6 - CHECK-OFF

6.01 The Employer shall remit employee deductions and Employer contributions, as the case may be, for union dues, fees, fund contributions and the like, to the Union, in a format prescribed by the Union. On such remittance the Employer will furnish the following information for each employee:

- a. First name & last name;
- b. rate of pay;
- c. total regular and overtime hours worked in the period for which such deductions are made;
- d. dues and fees deducted on behalf of the employee as prescribed by the Union; and,
- e. contributions to Union funds on behalf of the employee and deductions from an employee toward Union funds as prescribed by this Agreement.

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

- a. contact information, including home phone, cellphone, and mailing address;
- b. date of birth;
- c. date of hire;

d. employment classification.

6.03 The total amount(s) deducted and contributed will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted and are owed. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

6.04 Dues Deduction

a. 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. Each Employer is authorized to deduct any administration fees owing by employees to the Union when hired.

The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union in accordance with Article 6, above. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

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

6.06 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal

guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.

ARTICLE 7 - WAGES AND RATES OF PAY

7.01 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. Two (2) hours 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. In the event of inclement weather this payment shall not be made if such inclemency was prevalent at the time the employee left his home to report for work.

- 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. 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.
 - d. 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 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.
- 7.08 The employees shall be paid weekly, by the Friday following the end of the pay period. Monday is the first day of the pay period.

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	

8.02 Any hours worked beyond 10 (ten) hours daily will be paid at one and one half times (1½x) the regular hourly rate.

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.

8.04 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.

8.05 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 Employees who have completed less than five years of service with the Employer shall receive two (2) weeks vacation with pay equal to four percent (4%) of their annual gross earnings.

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9.02 Employees who have completed five years of service with the Employer shall receive three (3) weeks vacation with pay equal to six percent (6%) of their annual gross earnings.

Employees who have completed ten (10) years of service shall receive pay equal to eight percent (8%) of their annual gross earnings.

Employees who have completed fifteen (15) years of service shall receive pay equal to ten percent (10%) of their annual gross earnings.

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 vacation requests and will be returned giving as much notice as possible.

9.04

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

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

ARTICLE 10 - HOLIDAYS

10.01 The Employer agrees to pay, at the regular rate of pay, for ten (10) hours per day for 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.

If Remembrance Day is recognized as a holiday, it will be included in the Collective Agreement.

10.02 The work performed on any of the holidays mentioned in Article 10.01 shall be paid at the regular rate of one and one-half times (1½x) the regular rate in addition to the holiday pay.

10.03 The provisions outlined in Article 10.01 shall only apply to employees who:

a. have worked one hundred (100) hours or more within the four (4) weeks prior to the week with the holiday.

An employee who has worked fewer than 100 hours in the 4 weeks prior to the week with the holiday may be paid 1/20 of the wages earned, inclusive of regular earnings for hours worked and over-time earnings.

b. have worked or are available for work the regularly scheduled workday immediately preceding, and the regularly scheduled workday following the holiday. An employee who is absent with the permission of the Employer, and an employee absent without permission but for reasonable cause, on either or both of the qualifying days, qualifies for holiday pay, except in the case of extended leaves of absence.

10.04 Should any paid holiday fall during the vacation period of an employee, he shall be paid for such holiday at the regular rate for eight (8) hours in addition to his vacation pay.

10.05 For the purpose of calculating overtime, the paid holidays shall be considered as time worked.

10.06 When one of the above-mentioned holidays falls on a Saturday or Sunday, the day proclaimed shall be the day observed. If no other day is proclaimed, the employee shall be paid the holiday in accordance with the conditions outlined in Articles 10.01 and 10.02.

10.07 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 company 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 Employment 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;
- e. 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;
- f. 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.

11.02 When the Employer deems it necessary to reduce the work force, he shall inform the Union on the need for layoffs. When, in the opinion of the Employer and the Union a reduction of the work force is inevitable, probationary employees shall be laid off first and in any order. If further reductions are necessary, the Employer shall be guided by the following considerations; in order of priority:

- a. ability of the employees to perform the work;
- b. length of employment of the employees;
- c. any other mutually agreed layoff method in which an employee voluntarily accepts a short term layoff.

11.03 In case of layoff, an employee shall be given at least eight (8) hours' notice or eight (8) hour's pay in lieu thereof.

11.04 Where the Employer must increase the size of his workforce he shall first recall laid off employees who have recall rights (i.e. those employees who have passed probation, who have been

laid off fewer than six months, are available for recall and who have the ability to perform the work that is available). Such recall shall be guided by the same considerations used to determine order of layoff described in Article 11.02 (above).

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

11.06 Any appeal in regard to a layoff or recall must be taken up under the first step of the Grievance Procedure hereinafter set for within five (5) workdays after the layoff or recall took place.

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 hourly amount in Schedule "A" for employee health insurance. The Plan will include the following:

a. Life Insurance/ Accidental Death
& Dismemberment \$150,000.00

• Dependent Life Insurance – Spouse \$25,000.00

• Dependent Life Insurance – Child \$12,500.00

b. Long Term Disability (LTD) – non-taxable

• Long term disability insurance with sixty percent (60%) of earnings, maximum of twenty-five hundred dollars (\$2500.00) per month per employee, payable after 119 days until age 65. This benefit is paid by each employee as a payroll deduction of thirty cents (\$0.30) per hour.

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- The Employer agrees to deduct the appropriate weekly premium amount to affect the coverage increase and maintain the employee paid premium.
- c. Extended Health Care
- Prescription drug plan for employee and family
 - 95% drug card (100% at Preferred Provider)
 - Professional Paramedical Services \$600.00 each practitioner listed
- d. Vision Care
- \$350.00 every twenty-four (24) consecutive months
 - \$350.00 every twelve consecutive months, under the age of 18
 - eye exam every twenty-four months paid to provincial R&C
- e. Out of Canada/Province – Medical Emergencies
- f. Semi-Private Hospital Coverage
- Semi-private hospital coverage with no deductible for employee and family.
- g. Employee & Family Assistance Program (Morneau-Shepell)
- h. Dental Plan “D”
- 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
 - Orthodontic services

- 50% paid to \$3,000.00 lifetime maximum per person

i. Health Fund

The Employer agrees to comply with the Union regarding the redirection of Health Fund monies.

12.02 Pension Plan

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

12.03 The Employer agrees to pay, beginning the first (1st) day of employment, an hourly amount in accordance with Schedule “A,” to the Union for pension for each hour worked by each employee covered under this agreement as an irrevocable contribution to the Union’s Pension Plan described above.

12.04 The Employer's contribution to the Health Fund and Pension Plan shall be recorded on a remittance sheet supplied by the Union. On this sheet, the Employer will enter:

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

The Employer will forward to the Union’s Benefit Administration Office 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 Health Fund, Pension Plan and other Union Benefit Trust Funds.

12.05 The Employer will deduct from each employees pay an amount per hour which is the mandatory employee contribution to the pension plan. This shall be shown as an amount separate from the Employer's contribution. The Union will inform the Employer in writing what the amount shall be. Such amount may be changed once per year by the membership.

12.06 The Employer agrees to deduct an additional amount by way of payroll deduction and remit to the Union's Benefit Administration Office as voluntary employee pension contributions over and above the contributions noted in Schedule A. Such amounts shall not exceed the limits established by Revenue Canada. These monies will be recorded separately on the Employer's monthly remittance to the Benefit Administration Office. A request for such deductions shall be submitted to the Employer in a format provided by the Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office with the first remittance of such additional voluntary contributions. Employees may change, commence or terminate their voluntary additional contributions effective April 30 and October 30 of every year.

ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND BOARD

13.01 The Employer will provide transportation to and from jobs from the Employer's shop provided the company vehicle departs the Employer's shop at an appropriate time to be on work site for a 7:00 a.m. start time. If an employee is requested

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to use his car for hauling company materials or for transporting company personnel, he shall be paid fifty cents (50¢) per kilometre for such use.

13.02 There is no paid travel within the free travel zone. The free travel zone will consist of Niagara Falls, Grimsby, Smithville, Fort Erie and Port Colborne.

13.03 Where travel to a job site outside the zone described above is required, the Employer shall pay travel time to the job site. For greater certainty, employees are paid from the time they report to the yard or marshalling area until the time they leave the last work site of the day, less one half (½) hour for lunch.

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

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

13.05

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 14 - TOOLS

14.01 All employees shall supply their own hammer, tape and pouch.

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

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 pay a safety clothing and safety boot allowance of three hundred and fifty dollars (\$350.00) to be paid out on the first pay period of March by separate cheque. The Employer will supply rubber boots as needed.

15.03 The Employer will furnish employees with specialized safety equipment (including safety glasses). 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 The Employer will pay \$100 for completion of a first aid certificate. This shall include new and renewal certificates which are in effect for at least 24 months. Where such training is mandatory, the Employer will pay employees their regular rate of pay for all hours attending such training and not the \$100.00.

ARTICLE 16 - TRAINING AND INDUSTRY FUND

- 16.01 The Employer shall contribute to the Union's Education and Assistance Fund the amount identified at Schedule "A" for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union together with union dues, and in the manner described in the Remittances to the Union article and in the Union's remittance directive.
- 16.02 The Education and Assistance Fund shall be used by the Union to educate and instruct members in the competent practice of their trade, in matters relating to Health and Safety, and to instruct specific members in effective labour relations practices.
- 16.03 Having regard to the demands of the Employer's work and operations, the Employer will cooperate with the Union when safety and related courses are made available to the members employed with the Employer.
- 16.04 The Employer shall contribute to the Union's Construction Industry Development and Promotion Fund (the "Industry Fund") the amount identified at Schedule "A" for each hour worked by each employee covered by this Agreement, and it shall remit such contributions to the Union together with union dues, and in the manner described in the Remittances to the Union article and in the Union's remittance directives.
- 16.05 The Industry Fund is used to promote CLAC's model of open shop unionized construction representation. This is achieved by industry development among stakeholders such as owners and purchasers of construction services, by advocating at municipal and provincial government, by representing open shop union principles at industry conferences and events, and

by advising the Union's leaders, including staff and stewards, of opportunities and means to promote the CLAC model. The Industry Fund is used as determined by the Union to strengthen the position of the Union, its members and contractors.

16.06 The Industry Fund shall not be used to fund a grievance or other legal proceedings against any contractor signatory to CLAC or its affiliated local unions.

ARTICLE 17 - REST PERIODS

17.01 There shall be two (2) rest periods (or coffee breaks) with pay of ten minutes duration each, daily, one in the forenoon and one in the afternoon.

If an employee works through their respective lunch break, they will be paid one half hour additional time for that day.

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.

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- 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 five (5) 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 PROCEDURE

- 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 working days 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 16, 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 Union 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 Union 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 (1st) day of March, two thousand and twenty-one (2021) and shall remain in effect until the twenty-eighth (28th) day of February, 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
PROVINCIAL CONSTRUCTION LIMITED

Per _____ Per _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

Per _____ Per _____

SCHEDULE “A”
CLASSIFICATIONS AND RATES OF PAY

March 1, 2021

Classification	Hrly Rate	Pension	Health Fund	EAF	Ind. Fund
Equipment Operator I (Mainline Excavator)	29.15	4.10	2.10	0.22	0.24
Equipment Operator II (Dozers), Pipe Layer	27.15	4.10	2.10	0.22	0.24
Skilled Labourer, Mechanic	26.15	4.10	2.10	0.22	0.24
Equipment Operator III (Loaders, Hoe Packers)	25.15	4.10	2.10	0.22	0.24
A-Z Float Driver, Intermediate Labourer	24.15	4.10	2.10	0.22	0.24
Equipment Operator IV (Rollers, Operators in training), General Labourer, Truck Driver	22.15	4.10	2.10	0.22	0.24
Student	17.80				

Effective March 1, 2022 – total package (wage rate + pension) will increase \$1.00 per hour

Effective March 1, 2023 – total package (wage rate + pension) will increase \$0.90 per hour

NOTES:

1. Working foreman shall be designated by the Employer and paid an applicable rate as determined by the Employer in consultation with the Union.
2. A lead hand is selected by the working foreman and the Employer to share responsibility with the working foreman for the other employees on the job. A person designated as Lead Hand will be paid one dollar (\$1.00) in addition to his regular rate of pay.
3. Probationary employees may be paid one (\$1.00) dollar less than the applicable rate.
4. Employees may be required to do work in other classifications for a temporary period, however their wages shall not be altered as a result of that work.
5. Work outside OLRB Area 5 is paid at a premium of one dollar (\$1.00) per hour.
6. This wage grid applies to contractors whose gross volume of annual sales is less than ten million dollars (\$10,000,000.00). If the gross volume of annual sales exceeds this amount the parties agree to negotiate an applicable wage grid.
7. **Classifications**
The Union and the Employer commit to develop an annual classification review as well as a description outlining the responsibilities of each respective classification.
8. **T4**
The Employer will have all T4s issued to employees before February 15th.

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 TRAINING

1-877-701-2522

CLAC BENEFITS

1-800-463-2522

CLAC JOBS

1-877-701-2522

clac.ca/myCLAC