

COLLECTIVE AGREEMENT

Between

**TOROMONT INDUSTRIES LTD.,
C.O.B. AS CIMCO**

and

CLAC LOCAL 53

DURATION: JUNE 1, 2019 – MAY 31, 2022

COLLECTIVE AGREEMENT

Between

TOROMONT INDUSTRIES LTD.,

C.O.B. AS CIMCO

(hereinafter referred to as "the Employer")

and

Construction Workers Union, CLAC Local 53

(hereinafter referred to as "the Union")

Expires: May 31, 2022

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And

Construction Workers Union, CLAC Local 53
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June 1, 2019 to May 31, 2022

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; 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.
- e. To enhance workplace harmony, efficiency, and mutual prosperity of the Employer and the Employee.

1.02 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as, the Ontario Human Rights Code, the Employment Standards Act, the Workplace Safety & Insurance Act and the Occupational Health and Safety Act.

1.03 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer and Employees shall not be construed to deprive the Employer or Employees of such rights and privileges.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its journeymen and

apprentice sheet metal workers in the employ of Toromont Industries Ltd., c.o.b. as CIMCO in all sectors of the construction industry in the Province of Ontario, save and except non-working forepersons and persons above the rank of non-working foreperson, sales, office and clerical staff.

2.02 This Agreement covers all employees of the Employer as described in Article 2.01 above.

2.03 Non-working foremen, supervisors and other non-bargaining unit (employees) personnel shall not perform work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit except under the following conditions:

- a. Instruction or training of employees;
- b. In the performance of necessary work when difficulties or emergencies are encountered on the job;
- c. When it is necessary to meet emergency requirements to customers and bargaining unit direct labour is unavailable.

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 hereto.

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

2.05 The Employer agrees that the duly appointed representatives of Local 53, affiliated with the Christian Labour Association of Canada are authorized to act on 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 the control of materials;
- b. to maintain order, discipline and efficiency;
- c. to hire, direct, transfer, promote, lay off, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee who has been disciplined or discharged without just cause will be subject to the grievance procedure as outlined below;
- d. make, alter from time to time, and enforce reasonable rules and regulations to be observed

by the employees provided such rules are not inconsistent with the terms and provisions of the Agreement;

- e. Determine the nature and kind of business conducted by the Employer, the kinds and locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedule of production, number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except specifically limited by the express provisions of this Agreement.

2.07 The Employer may contract out work where:

- a. he does not possess the necessary facilities or equipment;
- b. he does not have 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.

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, demoted or discharged as the result of the contracting out of work.

- 2.08 The Employer shall notify the Union of its intention to sub-contract work prior to the subcontracting of the work. Confirmation of subcontracted work shall be forwarded to the Union.
- 2.09 All prefabrication work is considered bargaining unit 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 a Steward. The Stewards are representatives of the employees in certain matters pertaining to this Agreement including the processing of grievances.
 - b. CLAC Local 53 representatives are also representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and

of enforcing the employees' collective bargaining rights and any other rights under this Agreement.

- 3.02 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.
- 3.03 The Union has the right to appoint a member to the negotiating committee. Employees on the committee shall be paid by the Employer at their regular hourly rates for all times spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the employees 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 Local 53 CLAC representative may attend such meetings.
- 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.

3.06 CLAC Local 53 representatives shall have the right to periodically visit jobsites. CLAC Local 53 representatives must notify the Employer of the intent to visit jobsite in advance. Representatives will be granted access provided that such access is approved by the Employer's client, that they possess the required safety credentials and that such access does not unreasonably interfere with the efficient operations of the Employer's or client's business.

ARTICLE 4 - LABOUR-MANAGEMENT COMMUNICATION

4.01 The parties to the Agreement pledge to work towards the greatest possible degree of consultation and cooperation, believing that the following concepts provide a fundamental framework for improved labour-management relations:

- a. the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
- b. the economic character springs from a continuous striving toward efficient use of scarce resources, energy and environment, and in the adequate development of research, production and marketing;

- c. the enterprise requires authority relationships under a strong central leadership or management;
- d. a strong management does not discourage cooperation but stimulates it, recognizing that, while leadership without labour can do nothing, labour without management cannot survive.

4.02 In view of the above, the parties agree to endeavour to schedule labour-management meetings as necessary during the life of this Agreement. The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by this Agreement.

4.03 Management in attendance at such meetings shall be at the discretion of the Employer. The Union shall attend as the Steward Committee and the Local 53 CLAC Representative. The sides will alternate in chairing the meeting. An agenda shall be circulated and finalized prior to meeting. The minutes shall record the business of each meeting, a copy of which shall be forwarded to the Union office.

4.04 A committee member attending labour-management meetings shall be paid his regular hourly rate of pay for the meeting time by the Employer.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 5.02 During the term of this Agreement or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of manpower requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Employer at its discretion may hire employees listed or from other sources.
- 6.02 To assist in the efficient placement of appropriately skilled members with the Employer, it is agreed that the Employer will promptly inform the Union office of members who are laid off, recalled, and when new

members are hired. The Employer shall also provide the names, addresses, and telephone numbers of these employees. Laid off employees shall also notify the Union office of their status.

6.03 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.

6.04 Each new employee will be required to complete an orientation with the Employer. That orientation will cover a number of subjects including safety in the workplace, company policies and company procedures. As part of the orientation the employee will be required to sign acknowledgements with respect to numerous policies and procedures.

6.05 At time of hire and from time to time as determined by the company thereafter, the employee will be required to acknowledge or confirm compliance with respect to certain policies and procedures. These policies and procedures include but are not limited to safety and Toromont Code of Business Conduct.

6.06 **Probationary Period**

New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status. Their respective seniority shall be dated back to their date of hire.

Probationary employees are covered by the Agreement excepting those provisions which specifically exclude such employees.

At any time during an employee's probationary period or at the conclusion of this period, his employment may be terminated and such termination shall not be subject in any manner to the grievance procedure, save for a termination on prohibited grounds under law.

ARTICLE 7 - DUES AND DATA COLLECTION

- 7.01 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 described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire.
- 7.02 The total amount(s) deducted on behalf of the Union 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, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.

7.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

7.04 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:

- a. first, middle and last name;
- b. rate of hourly pay;
- c. any hourly premiums;
- d. gross earnings;
- e. total regular and overtime hours worked in the month for which such deductions are made. If an employee earned both one and a half (1 ½) and double time overtime premiums, these hours shall be recorded separately;
- f. dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
- g. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
- h. date of birth.

- 7.05 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:
- a. complete mailing address;
 - b. e-mail address;
 - c. primary telephone;
 - d. date of hire;
 - e. classification, including trade certificate number and apprenticeship level or year.
- 7.06 The Employer shall also record on a remittance any of the following changes in employment status;
- a. Change in classification, level or apprenticeship year; or
 - b. Job end date (for temporary, or permanent separation).
- 7.07 All contributions and deductions pursuant to this Agreement shall be remitted together with and in the manner described for Union dues, as set out here in Article 7.02.
- 7.08 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, the Employer will provide each new employee with a Welcome Package prepared by the Union. The new employee will also 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 such new employees.

- 7.09 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 8 - WAGES AND RATES OF PAY

- 8.01 Wage schedules applicable to various job classifications are as set forth on Schedule A.
- 8.02 Wages are to be paid by direct deposit every Thursday evening. The Employer shall ensure that wages shall be deposited in employee bank accounts not later than midnight. Information slips will be mailed to the home address of each employee.
- 8.03 Additional classifications may be established only by mutual agreement between the Employer and the

Union during the term of this Agreement and the rates for same shall be subject to negotiation between the Employer and the Union.

- 8.04 The Employer agrees to pay four (4) 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.
- 8.05 Management shall confirm work schedules for each employee for the next work day not later than six (6) p.m. on the previous evening.
- 8.06 When, due to inclement weather, work has to be stopped, the Employer agrees to continue payment of the regular hourly rate until the foreman on the job advises the employees to go home.
- 8.07 If the Employer bids on a job, the specifications of which call for the employment of some local labour or the paying of prevailing rates of pay or both, representatives of the owner of the project, of the Employer and of the Union shall meet to make a decision in regard to the employment of such labour or in regard to the prevailing rates to be paid or both.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 The regular work week shall consist of forty (40) hours, Monday to Friday inclusive. Such hours shall not be

construed as a guarantee of hours per week. Hours paid as travel time shall not be considered as part of the regular work week.

9.02 Employees shall be treated fairly in the distribution of work. Available work will be distributed in an equitable manner. While recognizing geographical constraints, licensing requirements, job skills and continuity of scheduled work, it is expected that there exists the opportunity to distribute work equitably amongst the members of the bargaining unit.

9.03 Work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day shall be paid at the rate of one and one-half (1½) times the regular rate of pay. It is understood that this shall not lead to the pyramiding of overtime rate.

For out of town jobs requiring overnight accommodations by employees, a condensed four (4) day work week may be scheduled by management. In this event, work performed in excess of forty (40) hours per week or in excess of ten (10) hours per day shall be paid at the rate of one and one-half (1½) times the regular rate of pay. It is understood that this shall not lead to the pyramiding of overtime rate.

9.04 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for all hours worked.

If Saturday work is at the employee's request, they shall be paid at their straight time rate, subject to 9.03.

9.05 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of two (2x) times the regular rate of pay for such hours, irrespective of weekly hours.

9.06 An employee who is scheduled to work five (5) or more consecutive days where the majority of hours worked on the shift are after 6:00 p.m. or before 6:00 a.m., is deemed to be working a shift for which a premium is to be paid. All hours for the entire shift shall be paid at twelve and one-half (12.5%) percent premium ("Premium Shift").

Should an employee be required to work a Premium Shift that is less than five (5) days in duration, the employee will not qualify for compensation as Premium Shift. In lieu of Premium Shift compensation, Employees will receive overtime at the rate of one and one-half (1 ½) times the regular pay for all hours worked outside of the regular work day (i.e. 7:00 a.m. to 5:00 p.m.). The balance of time for the regular work day will be paid at the regular rate of pay.

9.07 For a long-distance jobsite (as determined by management) that requires an extended work

schedule of six or more working days, the following procedure shall apply:

- a. Prior to commencement of any work at the jobsite, the employer shall inform the union of the project and propose terms and conditions of work for the project.
- b. The union shall be given the opportunity of not less than two (2) weeks to review such proposal and schedule. The union may negotiate amendments to the proposal and schedule. The proposal and schedule shall be subject to approval by the union on a job by job basis. Such approval shall not be unreasonably withheld.
- c. All such proposals and schedules between the parties shall be recorded in writing with authorized signatures from each party. Each such agreement shall be identified as a project specific agreement.
- d. Amendments to project specific agreements shall be made by mutual consent and shall be recorded in writing with authorized signatures from each party.

ARTICLE 10 - VACATIONS AND VACATION PAY

10.01 Vacations and Vacation Pay will be paid out as follows:

| Service | Vacation | Vacation Pay |
|--|-----------------|------------------------------|
| Probationary | 2 weeks | 4% of gross annual earnings |
| Upon completion of 2 years of service up to 10 years of service | 3 weeks | 6% of gross annual earnings |
| Upon completion of 10 years of service up to 20 years of service | 4 weeks | 8% of gross annual earnings |
| Upon completion of 20 years of service | 5 weeks | 10% of gross annual earnings |

10.02 Vacation pay shall be paid out twice annually. Specifically, all vacation pay monies owing shall be paid out on the first pay period of July and December each year.

ARTICLE 11 - PAID HOLIDAYS

11.01 The Employer agrees to pay at regular rates of pay for eight (8) hours per day for the following ten (10) paid holidays:

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

- 11.02 If an employee is required to work on one of the holidays mentioned under Article 11.01, he shall be paid at the rate of two (2x) times the regular rate in addition to his holiday pay.
- 11.03 Should any of the above-mentioned holidays fall during the vacation period of an employee, he shall be paid for such holiday at the regular rate in addition to his vacation pay.
- 11.04 The above-mentioned holidays shall be considered as time worked for the purpose of calculating overtime.

ARTICLE 12 - SENIORITY AND LAYOFFS

- 12.01 Seniority is the employee's length of service with the Employer while in a bargaining unit position. Seniority of employees shall be recognized within their respective trade and job classifications. New employees shall be placed on the seniority list at the end of a three (3) month trial period and their respective seniority shall be dated back to the date of their last hiring.
- 12.02 Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the seniority status of an employee within its jurisdiction.

- 12.03 Grounds for termination exist and seniority rights cease for any employee who:
- a. voluntarily quits the employ of the Employer;
 - b. is discharged and such discharge be not reversed through the grievance procedure;
 - c. is laid off for a continuous period of more than six (6) consecutive months;
 - d. fails to return to work within five (5) workdays after notification to his address on record with the Employer or fails to notify the Employer within two (2) workdays of his intention to return.
 - e. is absent from work for two (2) full workdays, without a justifiable reason for not notifying the employer.

12.04 When the Employer deems it necessary to reduce the working force, probationary employees shall be laid off first. If further reductions are necessary, the Employer shall determine the order of layoffs guided by the seniority standings of the employees and the ability of the employees to perform the work. The rule shall prevail that the employee with least seniority who does not possess all of the skills necessary for the role shall be laid off first.

12.05 The Employer shall give one (1) week's notice of layoff to the employees and will meet with a Steward or a CLAC representative, if he so requests, at least twenty-four (24) hours prior to the layoffs in order to review the layoffs.

The Employer shall not be required to give one (1) week's notice of layoff when equipment failure or shortage of material cause a stoppage of operation or inclement weather interferes with the Employer's operation.

12.06 Any appeal in regard to a layoff must be taken up under the first step of the grievance procedure hereinafter set forth within three (3) workdays after the layoff took place.

12.07 The Employer shall recall employees from layoff to work governed by seniority. The rule shall prevail that the employee on layoff with the greatest seniority and the skills necessary for the role shall be recalled to work first.

12.08 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within five (5) workdays when employed elsewhere after being recalled. Failure of an employee to return to work constitutes grounds for termination.

ARTICLE 13 - HEALTH AND ACCIDENT-SICKNESS INSURANCE

13.01 In order to protect the employees and their families from the financial hazards of illness and accidents, the Employer agrees to provide health care benefits for employees through a competitive Benefit and Retirement program for all employees who have completed their three (3) month probationary period.

A summary of the program of benefits as provided by Great-West Life is shown in Schedule B.

The benefit plans provided are subject to the terms, conditions and limitations of the carrier policies. If there is any inconsistency between this document and the actual provisions of the policies then the provisions outlined in the policies shall apply.

13.02 The Employer may choose the insurance carrier to provide coverage of the group insurance plan. Planned changes in carriers and/or the program of benefits to be extended will be discussed with the Union prior to implementation.

13.03 In the event of any interruption of work for any reason, other than sickness or accident, the Employer agrees to continue to pay the premiums for the insurances outlined in Article 13.01 for the following months in addition to the month during which the interruption of work occurred:

| | |
|-------------------------------------|----------|
| Seniority to less than 6 years | 1 month |
| After 6 years to less than 10 years | 2 months |
| After 10 years or more | 3 months |

13.04 In the event of sickness or accident, the Employer agrees to continue to pay the premium for all insurances outlined in Article 13.01 for a period of three (3) months. In case of sickness, a doctor's certificate may be requested.

13.05 In the event of sickness, injury or accident as recognized under WSIB, the Employer agrees to continue to pay one hundred percent (100%) of the premiums on behalf of its employees for a period up to and including twelve (12) months from the date of the incident. In addition, the Employer will continue to make the employee and employer contributions towards the Pension Plan for the same period of time and at the same level as prior to the injury. In all of the above cases, Employer contributions are mandatory and not contingent upon an employee maintaining, where applicable, his share of contributions. In case of sickness or accident, a doctor's certificate may be requested.

13.06 Active employees over the age of sixty five (65) are not eligible for the benefits set out in ARTICLE 13.

13.07 **MODIFIED WORK PROGRAM** – The Employer shall provide modified work for any employee injured on the job as per the requirement of the WSIB or for any employee otherwise injured as directed by a medical practitioner. The employee must co-operate in developing, and participating in, a modified work program suited to his/her capabilities, with the approval of his/her physician and/or WSIB. The Employer, the Employee, and the Union shall work together toward returning the employee to good health and regular duties.

ARTICLE 14 - PENSION PLAN

14.01 Employees covered under this agreement will participate in the Toromont Industries Pension Plan Ltd., Ontario Registration #0364927.

14.02 Toromont Pension Plan details and information can be accessed in the documents *Guide To Your Retirement Savings Program* and *My Money @ Work* as amended from time to time. These Toromont documents will be provided to all new employees and will be provided to all regular employees upon request.

14.03 Despite the generality of these plan documents, employees covered by this Agreement shall mandatorily participate in the Toromont Pension Plan beginning with their first day of employment.

- 14.04 Each pay period, the Employer shall remit to the Plan for each eligible employee, an Employer contribution equal to five (5%) percent of gross wages. Employer contributions will vest in accordance with the rules of the Pension Plan.
- 14.05 Each pay period, the Employer shall deduct from the gross earnings of each eligible employee, and remit to the Plan, an amount equal to five (5%) percent of gross wages.
- 14.06 Planned changes to the Toromont Pension Plan will be communicated and discussed with the Union prior to implementation.

ARTICLE 15 - TRAVEL TIME AND OUT OF TOWN ALLOWANCE

- 15.01 There shall be a “*Work Zone*” identified as a thirty-five (35 km) kilometre radius from the Employer’s shop as identified by Google Maps. No travel time will be paid to employees reporting to and from jobsites located within the Work Zone.
- 15.02 For jobsites located outside of the Work Zone, travel time shall be paid to employees between the edge of the Work Zone and the jobsite location. Time will be paid for travel both ways. Travel time will be determined according to the time reported by Google Maps set for the shortest driving distance from the edge of the Work Zone to the jobsite.

The total travel time both ways as reported by Google Maps shall be rounded to the nearest quarter hour.

- 15.03 All time spent on travelling from Monday to Saturday shall be paid at the regular hourly wage rate of pay. Labour premiums and overtime do not apply to travel time.
- 15.04 All time spent on travelling on a Sunday shall be paid at two (2x) times the regular hourly rate of pay. Labour premiums and overtime do not apply to travel time.
- 15.05 Hours paid as travel time shall not be considered as time worked for the purpose of calculating overtime.
- 15.06 If the Employer requests the use of an employee's vehicle for transportation to or from jobsites that are located outside of the Work Zone, the owner shall be paid fifty cents (\$0.50) per kilometre for all kilometres driven. If the employer requests the use of an employee's vehicle for transportation to or from jobsites located within the Work Zone, no payment for use of vehicle is due.
- 15.07 If the Employer requests the use of an employee's vehicle for company business (such as hauling materials) as transportation to or from jobsites, the owner shall be paid fifty cents (\$0.50) per kilometre for all kilometres driven.

15.08 The Employer shall provide mutually acceptable overnight accommodation for out of town jobs. For all out of town jobs requiring overnight stays, the accommodations of all overnight stays shall be single occupancy.

15.09 The Employer shall pay a subsistence allowance of forty dollars (\$40.00) for each day on an out of town job requiring overnight accommodation.

The daily subsistence allowance rate shall only apply to out of town jobsites with a weekly work schedule of five (5) or less days and within four hundred (400) kilometers from the Employer's shop.

The daily subsistence allowance rate for out of town jobsites with a work schedule of six (6) or more days or farther than four hundred (400) kilometres from the Employer's shop shall be negotiated between management and union.

15.10 It is recognized that there may be situations where the parties have to waive all or part of this Article in order to successfully acquire work through the competition process. It is understood that such a waiver can occur for a specific job only if both parties have mutually agreed upon this course of action in writing ten (10) days prior to the commencement of the job.

ARTICLE 16 - TOOLS

- 16.01 All tradesmen shall supply their own tools except power tools.
- 16.02 The Employer shall reimburse employees for worn, damaged, or broken tools owned by the employee. Upon approval, employees shall purchase a similar tool of equal value and submit the expense for reimbursement.

ARTICLE 17 - PROTECTIVE EQUIPMENT

- 17.01 The parties are committed to safe work sites, practices, and policies. An employee may be disciplined for violating safety requirements and the union may grieve the failure to provide safe work sites or equipment.
- 17.02 The parties agree to abide by all relevant legislation and accompanying regulation, on matters including, but not limited to, Health and Safety, Human Rights and employment issues.
- 17.03 The parties agree to work together to foster a respectful work environment.
- 17.04 The Employer shall provide employees with any and all safety related equipment required in work performed by employees except safety footwear.

17.05 If an Employee has work boots that are not functional and secures approval from the company in advance for the purchase of new boots, the company will contribute up to two hundred (\$200) dollars as boot allowance for the purchase.

17.06 **Work wear** – The Employer agrees to provide at no cost all necessary work wear and work clothing for employees. To be eligible for reimbursement of expenses paid, employee must secure all uniforms from the designated vendor location.

ARTICLE 18 - REST PERIODS

18.01 There shall be two (2) rest periods (or coffee breaks) with pay of fifteen (15) minutes duration each, daily, one (1) in the morning and one (1) in the afternoon.

18.02 There shall be a one-half (0.5) hour lunch period each day. These lunch periods shall not be considered as time worked and shall be without pay.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 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 (1) month:

- a. marriage of the employee;

- b. sickness of the employee or a member of his immediate family;
- c. death in the immediate family;
- d. union activity other than in this establishment.

19.02 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.

19.03 **Bereavement Leave with Pay**

An Employee who has completed the probationary period and is bereaved of a parent, spouse, child(ren), brother, sister, grandchild(ren), mother-in-law, father-in-law, shall be granted a leave of absence of five (5) days with pay for time lost from regular work. The days granted shall be in conjunction with the day of death and the days surrounding the funeral and burial, as well as the settling of the estate.

An employee who has completed the probationary period and is bereaved of a grandparent, sister-in-law, brother-in-law, daughter-in-law, or son-in-law, shall be granted a leave of absence of three (3) days with pay for time lost from regular work. The days granted shall be in conjunction with the day of death and the days surrounding the funeral and burial, as well as the settling of the estate.

An employee who has completed the probationary period and is bereaved of an uncle, aunt, niece or nephew, shall be granted a leave of absence of one (1) day with pay for time lost from regular work. The days granted shall be in conjunction with the day of death and the days surrounding the funeral and burial, as well as the settling of the estate. A maximum of two (2) leaves under this clause may be taken per calendar year.

19.04 Employees shall submit documentation in all instances of paid bereavement leave.

Acceptable documentation includes:

- a. an electronic message with a link to a webpage listing appropriate information;
- b. a printout from a website listing appropriate information;
- c. a newspaper clipping;
- d. a published bulletin or in-memoriam card.

19.05 **Jury Duty**

The Employer shall ensure that an employee serving on jury duty receives full regular wages of pay. The Employer shall pay the employee an amount in addition to payments the employee receives from the court so that the employee is made whole in all

respects. This benefit shall exist for any and all time an employee serves on jury duty without limit.

19.06 Subpoenaed Witness Duty

The Employer shall ensure that an employee serving as a subpoenaed Crown witness receives full regular wages of pay. The Employer shall pay the employee an amount in addition to payments the employee receives as subpoenaed witness pay so that the employee is made whole in all respects. This benefit shall exist for any and all time an employee serves as a subpoenaed Crown witness without limit.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 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.

20.02 No employee shall file a grievance until he has brought his concern to the attention of his supervisor and given the supervisor reasonable opportunity to address the concern.

20.03 Any employee having a **single** grievance will:

STEP 1 · Accompanied by a Steward or a CLAC representative submit the matter 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 workday following the day upon which the grievance is submitted and will notify the grievor and the Union representative of his decision in writing within three (3) workdays.

STEP 2 · If the grievance is not settled under Step 1, a Union representative will, 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.

20.04 A **group** grievance is defined as a single grievance signed by a Steward or a CLAC representative as well as the 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.

20.05 The Employer or the Union shall not be required to consider or process **single** or **group** grievances which arise 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 a recurring nature, this limitation period shall not begin to run until the action or condition has ceased. At no time may an employee or group of employees file a grievance on behalf of another employee.

- 20.06 A **policy** grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable. A policy grievance may be submitted by either party to arbitration under Article 20, bypassing Step 1. 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.

ARTICLE 21 - ARBITRATION

- 21.01 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.
- 21.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the grievance procedure.
- 21.03 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the

name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a chairman. If they are unable to agree upon a chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial chairman.

- 21.04 No person may be appointed as chairman who has been involved in an attempt to negotiate or settle the grievance.
- 21.05 The decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairman of the arbitration board governs.
- 21.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 21.07 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.

- 21.08 It is agreed that the arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 21.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at hourly rates times normal working hours, day rates times normal workdays or average earnings, less any monies earned or by any other arrangement which is just and equitable in the opinion of the arbitration board.
- 21.10 Where the arbitration board is of the opinion that there is proper cause for disciplining an employee but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the arbitration board may substitute a penalty which is, in its opinion, just and equitable.
- 21.11 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the chairman of the arbitration board.

- 21.12 By mutual agreement the parties may appoint a single arbitrator who will be invested with the same powers as the board of arbitration mentioned above.
- 21.13 Notwithstanding the arbitration procedure outlined above, a grievance may, at any time, be referred to the Ontario Labour Relations Board for arbitration under the provisions of **The Labour Relations Act**.
- 21.14 Subject to the preceding powers of the board of arbitration, the board shall not have any power to alter or change any of the provisions of this Agreement, nor to substitute any new provisions for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

ARTICLE 22 - PROGRESSIVE DISCIPLINE

- 22.01 The Employer shall follow the principle of progressive discipline when issuing discipline to employees, notwithstanding that all discipline does not necessarily start with a verbal warning
- 22.02 No matter of discipline shall be relied upon that is more than eighteen (18) months in the past unless the matter is a reoccurrence that results in further documented discipline within that twelve (18) month period.

ARTICLE 23 - UNION FUNDS

The Employer and the Union have jointly agreed to establish and administer an Education and Assistance Fund and an Industry Fund.

23.01 Education and Assistance Fund

The Employer shall contribute to the Education and Assistance Fund (E&A Fund) in order to enable the Union to provide assistance to its members in exercising their right to work and have access to jobsites and to educate and instruct specific members in labour relations as it pertains to the work and welfare of the bargaining unit.

The Employer shall contribute to the Union's Education and Assistance Fund (E&A Fund) an amount equal to twenty-five (\$0.25) cents for each hour worked by each employee covered by this Agreement.

The Employer agrees to remit this amount to the Union on a monthly basis together with the Union dues remittance.

The provisions outlined above shall apply to all employees commencing with the calendar month in which the employee is first hired.

23.02 **Industry Fund**

The Employer shall contribute and remit an amount equal to twenty cents (\$0.20) per hour to the Union's Industry Fund for each hour worked by each employee covered by this agreement.

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.

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

ARTICLE 24 - DURATION

24.01 This Agreement shall be effective on the first day of June, two thousand and nineteen (2019) and shall remain in effect until the thirty-first day of May, two thousand and twenty-two (2022) 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. Should neither of the parties give such

notice, this Agreement shall renew for a period of one (1) year.

24.02 It is agreed that written proposals of changes desired by either party be presented to the other party at least thirty (30) days prior to the expiration date of the contract whenever this is possible.

SCHEDULE A - WAGES

CLASSIFICATIONS AND HOURLY RATES

LICENSED JOURNEYPERSON

| Effective 01-Jun-19 | Wage Rate | Vac. Pay | Stat Pay | HC Benefits | Pension | Tool & Boot | E&A Fund | Ind Fund | Total |
|------------------------|--------------|-------------|-------------|----------------|---------|-------------------|-------------|-------------|---------|
| Journeyman | \$36.60 | \$2.93 | \$1.71 | \$2.22 | \$1.98 | \$0.11 | \$0.25 | \$0.11 | \$45.91 |

| Effective 31-May-20 | Wage Rate | Vac. Pay | Stat Pay | HC Benefits | Pension | Tool & Boot | E&A Fund | Ind Fund | Total |
|------------------------|--------------|-------------|-------------|----------------|---------|-------------------|-------------|-------------|---------|
| Journeyman | \$37.60 | \$3.01 | \$1.71 | \$2.25 | \$2.03 | \$0.11 | \$0.25 | \$0.11 | \$47.07 |

| Effective 30-May-21 | Wage Rate | Vac. Pay | Stat Pay | HC Benefits | Pension | Tool & Boot | E&A Fund | Ind Fund | Total |
|------------------------|--------------|-------------|-------------|----------------|---------|-------------------|-------------|-------------|---------|
| Journeyman | \$38.60 | \$3.09 | \$1.71 | \$2.28 | \$2.08 | \$0.11 | \$0.25 | \$0.11 | \$48.23 |

Apprentices shall be paid at the following percentages of the Journeyman rate:

| | |
|--------------------------|-----|
| First 1,800 hour period | 40% |
| Second 1,800 hour period | 50% |
| Third 1,800 hour period | 60% |
| Fourth 1,800 hour period | 70% |
| Fifth 1,800 hour period | 80% |

Apprentices shall be indentured and registered with Ministry of Training, Colleges, and Universities as soon as possible after hiring.

Probationary employees shall be paid at a rate set by the Employer according to experience and ability to do the work. Upon completion of the probationary period, the employee shall be paid at the full rate as shown in Schedule A.

Lead Hand

A Lead hand shall be paid a premium of five percent (5%) per hour in addition to their regular hourly wage rate.

Working Foreman

Working Foremen appointed by the Employer shall be paid a premium of ten percent (10%) per hour in addition to their regular hourly wage rate. It is expected that a working foreman will be appointed for jobs that are exceptionally complicated or have four (4) or more employees for the majority of the project.

Student

A student is an employee who is enrolled in secondary or post-secondary studies. Student shall be paid at the rate of a first year apprentice.

Should any government legislation or regulation increase the above rates, these rates shall automatically conform.

Training Requirements

- a. All employees are required to complete mandatory training (online or in class) as

determined by the employer and as required by the ministry of labour.

- b. All time of employees completing training such mandatory training (online or in class) is work time and shall be paid as work time consistent with the terms of pay under this agreement.
- c. For on line courses completed during the regular work day and for in class training courses, employees shall be paid the actual time involved in attending and completing the training session.

For online training courses completed outside of regular work, employees shall be paid time equal to the estimated average time provided for that online training session.

Annual Premiums

Employees who hold a certificate, license, or position noted below shall be paid an annual premium. The employee must have up to date certification and provide the employer with proof of such. The premium (or a prorated portion) shall be paid in the first pay period occurring in the month of June each year.

Premiums - The following premiums shall be eligible for payment:

| Certification or License | Annual Premium |
|---------------------------------|-----------------------|
| G1 Gas Fitter | \$200 |
| G2 Gas Fitter | \$200 |
| G3 Gas Fitter | \$200 |

SCHEDULE B – SUMMARY OF HEALTH CARE BENEFITS

| | |
|-------------------------|---|
| Life Insurance | Employee: 200% of annual earnings to a \$500,000 max. Spouse - \$5,000 max. Child - \$1,000 max. |
| Optional Life Insurance | up to \$250,000 max. for employee or spouse |
| Short Term Disability | 4th day of injury or 4th day of illness 60% of max insurable earnings (2015 – max \$524/week) 17 week max. No delay if greater than 1 year of service |
| Long Term Disability | 60% of monthly earnings to \$5,000 max. |
| ADD Voluntary ADD | Coverage equal to basic life insurance Spouse and dependant coverage only, maximum coverage limits |
| Medical | Spouse and dependent children included Semi-private or private hospital room - \$1,000 max. lifetime Drug card; 100% prescription drug coverage with \$9 deductible Generic substitution mandatory when available Out of country max. for convalescent care – 5 days or \$375 max. Lifetime healthcare max – unlimited |

| | |
|-----------------------------|---|
| Paramedical coverage | <p>\$500/yr for each: Chiropractor, Physiotherapist, Podiatrist, Naturopath, Osteopath, Massage Therapist, Acupuncturist</p> <p>\$1,000/yr for each: Psychologist/Social Worker, Speech Therapist</p> |
| Emergency Travel Assistance | Out of Country trip limit 90 days; Best Doctors |
| Dental | <p>spouse and dependent children included</p> <p>\$25 annual deductible/individual; \$50 annual deductible/family</p> <p>Annual maximum \$2,000</p> <p>Recall period for preventive care - 9 months</p> <p>Minor restorative care – 100%; Major procedures - 50%</p> <p>Accidental dental injury – 100% / \$5,000 per claim max.</p> <p>Orthodontics (ages 6 to 16) – 50% / \$2,000 lifetime max.</p> <p>One (1) complete exam each 24 months</p> |
| Eye Care | <p>Spouse and dependent children included</p> <p>\$200 per eligible claimant every 24 months – corrective lenses</p> <p>Eye exams not covered</p> |
| Survivor Benefits | 24 months for medical and dental |

SCHEDULE C – ADDITIONAL EMPLOYEE BENEFITS

The below benefits of employment are not subject to collective bargaining. These programs are made available to employees at the discretion of the employer.

Family Services Employee Assistance Program

Goodlife Fitness Corporate Rate

Employee Stock Plan Purchase Plan

Participation by an employee is voluntary

Employer contribution is one (\$1.00) dollar for every three (\$3.00) dollars of employee contributions, limited to an annual maximum of the greater of one thousand (\$1000) dollars or two and one-half (2.5%) percent of your base pay per year.

Employee contribution is limited to an annual maximum of ten (10%) percent of earnings

Choice of RRSP, TFSA, and non-registered

***For further details regarding the above benefits, consult your office administrator.**

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CLAC TRAINING

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CLAC BENEFITS

1-800-463-2522

CLAC JOBS

1-877-701-2522

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