

COLLECTIVE AGREEMENT

Between

VIEWCON CONSTRUCTION LTD.

and

CLAC LOCAL 53

DURATION: June 1, 2018 – February 28, 2021

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Between

VIEWCON CONSTRUCTION LTD.

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 53

(hereinafter referred to as "the Union")

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**VIEWCON CONSTRUCTION LTD.
(hereinafter referred to as “the Employer”)**

And

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 53
(hereinafter referred to as “the Union”)**

July 1, 2018 – February 28, 2021

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement (“the 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 as set forth herein;
 - c. to establish an equitable system for the promotion, transfer, layoff and rehire of employees;
 - d. to establish a just and prompt procedure for the disposition of grievances; and
 - e. through the full and fair administration of all the provisions contained within this Agreement to 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 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder, which shall continue in full force and effect and be considered as if this Agreement had been executed without the invalid portion.
- 1.04 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*.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the employ of the Employer in the Province of Ontario, save and except non-working foremen, persons above the rank of non-working foreman and office, administrative, clerical and sales staff.
- 2.02 Non-working foremen, supervisors and other non-bargaining unit personnel shall not do the work normally performed by members of the bargaining unit.
- 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 mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification may be removed from or added to the

bargaining unit except by mutual agreement, in writing, of the parties.

- 2.04 The Union and the Employer may determine, on a project or site basis, if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may by agreement in writing, add, amend or delete any terms or conditions of the Agreement for the duration of the job or project.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Provided such actions are consistent with the further terms of this Collective Agreement, the Employer's rights include but are not limited to the following:
- a. the right to maintain order, discipline and efficiency; to make, alter and enforce rules, policies and practices to be adhered to by its employees provided such rules, policies and practices are not inconsistent with any of the provisions of this Agreement;
 - b. the right to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, rehire and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
 - c. the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities, the right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally,

the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, including the workforce, without interference.

3.02 The Employer may contract out work where:

- a. it does not possess the necessary facilities or equipment;
- b. it does not have and/or cannot acquire the required manpower;
- c. it cannot perform the work in a manner that meets quality, cost, value and projected time limits. The Employer will not contract or subcontract work with the objective of avoiding employment of the members of the bargaining unit.

The Employer will not contract or subcontract work with the objective of avoiding employment of the members of the bargaining unit. Work normally performed by members of the bargaining unit will not be subcontracted 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 subcontracting out of work, unless one of the conditions in 3.02(a) to (c) are met.

ARTICLE 4 - UNION REPRESENTATION

4.01 Representatives

- a. Union 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 rights under this Agreement and under the law.
- b. Union Representatives shall have the right to periodically visit job sites without disrupting productivity and without unreasonable

intrusion into the Employer or its clients' premises. The Union's Representative shall report to the site superintendent, or foreman upon arriving at a worksite, and shall abide by all necessary protocol as determined by the general contractor, the Employer, or the client.

- c. There shall be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

4.02 **Stewards**

- a. The Union has the right to select or appoint Stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to administer the Agreement.
- b. The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of the project manager or office management. Such permission will not be unreasonably withheld.

The Employer will pay Stewards at their regular hourly rate for time spent attending such duties during their working hours while on the worksite.

The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings.

4.03 Negotiating Committee

Negotiating committee members shall be recognized as having authority to participate in the negotiations for a Collective Agreement and any renewals thereof. Negotiating committee members shall be granted paid leave from their scheduled work to participate in negotiations up to but not including arbitration.

4.04 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

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

5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work.

ARTICLE 6 - EMPLOYMENT POLICY

6.01 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 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 the Employer will inform the Union when employees are laid off and when new employees are hired.
- 6.03 The Employer shall, as a matter of policy, promote from within the existing workforce whenever possible, at the Employer's discretion. Employees who are interested in transferring to another position shall advise the Employer of such interest by filing a request for transfer with the Employer.
- 6.04 New employees will be hired with a probationary period of three (3) months worked and thereafter shall attain regular employment status subject to the availability of work. During the probationary period, the following shall apply;
- a. Regular union dues and fees are to be deducted and remitted from the first day of employment.
 - b. Probationary employees are covered by the Agreement, excepting those provisions, which specifically exclude such employees. Employees laid off and rehired by the Employer within six (6) months of previous employment shall not serve a new probationary period.
 - c. An employee may be discharged during the employee's probationary period at the discretion of the Employer and such discharge shall not become the subject of a grievance.
- 6.05 **Students**
- a. The term "Student" shall be applied to an employee hired to normally work only between May and September, and is enrolled in secondary or post-secondary school, or intends to return to a secondary or post-secondary education, or an employee that works at any time in the year as part of co-operative education program.

- b. A Student employee shall not be eligible for the contributions or payments that flow from Article 13 – CLAC Health Fund and Article 14 – Pension.
- c. Students do not have recall rights.
- d. When the conditions described in (a) above no longer apply to an individual, the Employer shall determine whether to offer the person regular employment, subject to all of the conditions of the Collective Agreement. Should a student become a regular employee, the probation period, and any other waiting period contemplated by Article 13, or Article 14 shall be waived. Any time worked as a student is not included as time served for the purpose of the employee's start date.

ARTICLE 7 - UNION DUES AND UNION MEMBERSHIP

7.01

- a. The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as continued within the Employer Dues Directive issued by the Union office.
- b. The Employer is authorized to deduct any administration fees owing by an employee to the Union when hired.
- c. The total amount(s) checked off and/or deducted on behalf of the Union will be 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. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

- 7.02 The Employer shall remit dues on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. name;
 - b. rate of pay;
 - c. gross earnings;
 - d. total regular and overtime hours worked in the month for which such deductions are made;
 - e. dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union; and,
 - f. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement.
- 7.03 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union. 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.
- 7.04 When the Employer hires new employees who are not members of the Union, the Employer shall also include on the next remittance, the following information of the employee involved:
- a. address;
 - b. telephone;
 - c. date of hire;

- d. classification.
- 7.05 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.
- 7.06 The Union shall hold harmless and agrees to indemnify the Employer, its successors, administrators and assigns against any liability incurred by each of them by reason of having made any deductions, remittances, or payments required by this agreement.

ARTICLE 8 - WAGES AND RATES OF PAY

- 8.01 Wage rate schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof. The wages shall apply to all work performed by the employees.
- 8.02 Wages shall be paid by check, accompanied by a statement identifying both the Employer and employee, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings, the amount of each deduction and net earnings.
- 8.03 In the event that a new classification(s) is established by the Employer during the term of this Agreement, the wage rate applicable for such newly established classification(s) shall be subject to negotiations between the Employer and the Union. Should the Employer and the Union fail to successfully negotiate such wage rate, the parties agree that the sole issue of the establishment of such wage rate may be submitted to arbitration in accordance with Article 23 - Arbitration of this Agreement.
- 8.04 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the

affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

- 8.05 If the Employer bids on jobs which specify a specific rate schedule, the parties agree to meet to determine the rate to be paid for the particular project.

ARTICLE 9 - HOURS OF WORK, OVERTIME, ON CALL WORK, REST PERIODS AND SHIFT PREMIUM

- 9.01 A regular workweek shall consist of and fifty-five (55) hours, comprised of five (5) regular work days, Monday to Friday inclusive. The Employer may occasionally request employees to work Saturday. The employee and Employer may jointly agree to amend the regular work day, subject to the requirements of each work site.
- a. Work performed in excess of fifty-five (55) hours per week shall be paid at the rate of one and one-half times (1.5x) the employee's regular hourly rate.
 - b. Work performed in Saturdays shall be paid at the rate of one and one-half times (1.5x) the employee's regular hourly rate.
 - c. Work shall not normally be performed on Sunday. However, if extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of two times (2x) the regular rate of pay.
- 9.02 There shall be two (2) paid coffee breaks of no more than fifteen (15) minutes on each shift. Employees shall take an unpaid meal period of one-half ($\frac{1}{2}$) hour at the midpoint of their shift, or at such time during their work day which is convenient. Employees shall be entitled to an additional paid coffee break for every four (4) hours worked beyond the second half of the shift.

- 9.03 Provided the employee notifies the Employer at the time of hire the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 9.04 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.
- 9.05 When the parties to this Agreement agree to modify the work schedule or to implement rotating shifts on a project, the Employer shall notify the Representative of the effective date of the new project schedule. Any such project schedule shall include the provision to pay overtime rates of one and one-half times (1.5x) an employee's regular rate after fifty-five (55) hours worked per week, regardless of the days of the week being worked.
- 9.06 The Employer will attempt to distribute night shift work as evenly as possible among employees who normally perform the work.
- 9.07 It is agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per week.
- 9.08 Hours of work and overtime as set out in this Agreement may be modified by mutual agreement between the Employer and the Union for selected projects.
- 9.09 **Show Up Time**
An employee who reports to work in the usual manner without having been notified that there is no work available and is sent home because of lack of work before having worked three (3) hours shall receive a minimum of three (3) hours pay at their prevailing hourly rate. The employee shall also receive their full accommodation allowance if and when applicable.

Each employee must inform the Employer of a means of being contacted on short notice. If an attempt is made by the Employer to contact an employee by way of the contact information provided, in an effort to inform the employee of a lack of work, and the Employer is unable to do so, the employee will not be entitled to show up time.

9.10 **Starting Work**

An employee who starts work and is prevented from completing their normal work day due to inclement weather or other reasons completely beyond the control of the Employer, will be paid a minimum of three (3) hours. If the employee works beyond three (3) hours, the employee shall be paid a minimum of four (4) hours.

9.11 In the event an employee is assigned to work an afternoon or night shift, he shall receive a shift premium of two dollars (\$2.00) for every hour worked. This premium shall apply to all hours worked when the majority of the hours on a shift occur between 5:00 p.m. and 6:00 a.m. The Employer shall give an employee as much advance notice as possible before the employee is assigned afternoon or night shift work.

9.12 When an employee is assigned to work an “off shift”, the employee shall receive a minimum of four (4) hours pay for each such “off shift”. The Employer, at its discretion, may establish some longer minimum in order to make an employee whole for lost opportunity to work a full regular work week. All such hours worked on an “off shift” shall be paid as time and one-half (1½x) the employee’s regular rate of pay. An “off shift” is defined as:

- a. One or two shifts in the course of the week where the majority of hours worked occur between 11:00 p.m. and 5:00 a.m., and,

- b. Occur during a week in which the employee is otherwise normally working day shifts.
- c. Any work outside of the work as per Letter of Agreement #1: Emergency Work.

ARTICLE 10 - VACATION & VACATION PAY / PUBLIC HOLIDAYS & HOLIDAY PAY

10.01 Employees shall be entitled to receive an amount of their total annual gross earnings (excluding any bonuses paid) for vacation pay and Statutory Holiday Pay as follows:

- a. 0 to 5 years of service = 4% (2 weeks)
- b. Upon completion of 5 years of service = 6% (3 weeks)
- c. Upon completion of 10 years of service = 7% (4 weeks)
- d. Upon completion of 15 years of service = 8% (4 weeks)

10.02 Vacation periods shall be arranged by mutual agreement between the Employer and the employee, subject to the following considerations:

- a. Vacation request forms will be submitted by the employee and shall be signed and dated by the employee and the Employer when the form is submitted.
- b. The employee shall request their vacation three weeks in advance of the start date of the vacation being requested. The Employer shall respond within one week from receiving the request
- c. The Employer will grant vacations considering business requirements.
- d. If requested, each employee is entitled to the number of weeks of vacation as per the schedule of entitlement of Article 10.01.

10.03 For tax purposes, vacation and public holiday pay shall be taxed over the period of time during which it was earned.

ARTICLE 11 - PUBLIC HOLIDAYS

11.01 Public Holiday Pay shall be calculated as per the Employment Standards Act. The following days shall be recognized as Public Holidays:

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

11.02 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 project basis and applies to all on that site or companywide as circumstances dictate.

11.03 An employee required to work on a day listed in Article 11.01, or substitute day as per Article 11.03, shall receive Holiday Premium Pay which shall be calculated as two times (2x) the employee's regular hourly rate for all time worked. Such hours shall not be included when determining the total number of regular hours worked in a week.

11.04 During a week in which a Holiday listed in Article 11.01 occurs, and an employee does not work on that day, the total regular hours to be worked in the week before an overtime premium is paid shall be reduced by ten (10) hours for each holiday that falls in that week.

ARTICLE 12 - SENIORITY, LAYOFFS AND RECALLS

12.01 Seniority is the ranking of employees in accordance with their length of employment within their respective job classifications. Seniority of current employees covered by this Agreement shall be

calculated from the date of hire. New employees, after successfully completing their probationary period, shall be added to the seniority list with seniority attributed from the date of hire. Separate seniority lists shall be maintained for each job classification as identified by Schedule "A" and these lists shall be maintained and kept current by the Employer and shall be made available to the Union upon request.

12.02 Seniority rights shall terminate and an employee shall cease to be employed by the Employer when he:

- a. voluntarily quits his employment with the Employer;
- b. is discharged, and is not reinstated through the grievance procedure or arbitration;
- c. fails to report for work as scheduled for a 2nd consecutive workday without having a justifiable reason for such failure to report;
- d. is laid off for a period of more than nine (9) consecutive months;
- e. fails to report on the first day following the expiration of a leave of absence without just cause;
- f. is absent for a period of more than twenty-four (24) months due to a bona fide injury, or illness;
- g. fails to report to work following a recall within four (4) workdays if unemployed, or five (5) workdays if employed elsewhere.

12.03 When in the opinion of the Employer, a reduction in the workforce is necessary, he shall inform the Union of the need for layoffs. Probationary employees and students shall be laid off first. If further reductions are necessary, the Employer shall create a list of remaining employees and shall determine the order of layoffs by relying on the following factors:

- a. Ability and willingness to perform the available work;
- b. Classification, as per Schedule “A”;
- c. Any other factor that the parties mutually agree to be relevant.

Where the factors above are relatively equal, an employee’s length of service shall be the determining factor in developing the order of layoff.

12.04 The Employer agrees to notify the Union (Steward or Representative) of the names of employees laid off prior to the pay period of the date during which the layoff will occur.

12.05 The discretion exercised by the Employer in determining the order of layoff, or which employees to layoff, shall not be unreasonably exercised.

12.06 The Employer will not be required to give notice of layoff when equipment failure, shortage of material, or other reasons beyond the control on the Employer causes a stoppage of operation.

12.07 **Promotion**

If an employee is promoted to a position that is excluded from the bargaining unit, such employee shall no longer be entitled to the privileges and benefits under the Collective Agreement. Within ninety (90) days of the promotion, if by the choice of either the Employer or the employee, the employee may be returned to their previous position within the bargaining unit. The employee assigned to fill the position of the promoted employee shall not have the right to grieve the displacement back to his prior position should the promoted employee be returned back to the bargaining unit.

ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

13.01 The Employer shall remunerate employees for travel time and mileage as follows:

- a. There shall be a free travel zone of thirty-five (35) kilometres around the Employer's base of operations. All distances referenced herein shall be measured as the shortest route, on a paved road, and as calculated by Google maps, or equivalent. Any worksite within the free zone shall be exempt from the provisions herein.
- b. For any project beyond the free zone, the employee shall be paid a travel allowance equal to the time travelled from the Employer's base of operations to the worksite, but not for return travel. Such payment shall include or generate vacation pay, benefit, pension or other fund contributions.
- c. Employees that are requested to use their own vehicles to; for all travel outside of the free zone, for travel to more than one worksite in a day within the free zone, or to transport materials necessary for the work shall be reimbursed for the use of their personal vehicle at a rate of fifty cents (50¢) per kilometre driven. When an Employer asks that an employee transport others to a worksite, the Employer shall reserve the right to make reasonable carpooling arrangements.

13.02 When employees are sent to work on a project beyond one hundred and forty (140) kilometres from the Employer's base of operations, and remain working on such project for consecutive days (in excess of one work day):

- a. they will be paid a daily subsistence allowance of forty dollars (\$40.00) for each day spent out of town;

- b. they will be provided, in the opinion of the Employer, with suitable accommodation. An employee who is assigned to accommodations that do not include adequate kitchen facilities shall be paid an additional ten dollars (\$10.00) per day;
 - c. they will receive a non-taxable travel allowance for the time spent travelling to and from the work site at the beginning and end of the work week only.
 - d. they will be transported to the job by the Employer, or where the Employer does not provide transportation, shall receive mileage reimbursement as described in Article 15.01(d) for the trip to and from the project each week.
- 13.03 The Employer shall make arrangements for parking when employees are assigned to a worksite where no adequate parking exists.

ARTICLE 14 - CLAC HEALTH FUND

- 14.01 The Union warrants and represents that the CLAC Health Fund ("Benefit Plan") is established for the benefit of the employees covered by this Agreement and further that such Benefit Plan is maintained and administered by the Union and supervised by a Board of Trustees.
- 14.02 The Employer agrees to pay to the Union's Benefit Plan an amount as outlined under Schedule "A" for each hour worked by each employee covered under this Agreement.
- 14.03 The Employer's contribution to the Benefit Plan shall be submitted together with union dues and in the manner described in Article 7.
- 14.04 The Union covenants and agrees to indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by, the Employer by reason of any amounts deducted from any employee's pay and remitted to the Union's

Benefit Administration Office as provided in Article 14.02. In the event that the Employer fails to comply with these Articles by not remitting to the Union, Article 14.05 will not apply. The Employer's sole obligation pursuant to Article 14 – CLAC Health Fund, shall be limited to making the payment more particularized herein.

14.05 The Employer acknowledges that the Benefit Plan provides for Long Term Disability insurance coverage ("LTD"). Where applicable, the Employer, as directed by the Union Benefit Administration Office, will deduct the cost of such LTD coverage from the employee's pay cheques. The monthly cost as directed by the Union Benefit Office will be deducted in equal parts, from each employee. Such deductions shall be remitted to the Union together with the Employer's Benefit Plan contributions in accordance with Article 14 – CLAC Health Fund of the Agreement. Participation in the Plan and in the payroll deduction is mandatory.

14.06 Whereas coverage under this Insurance Plan ceases for the plan participant because of age, an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule "A" will be paid to that employee on each paycheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health Fund, will not be less than the contributions that would have been made on behalf of the employee if they were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this Collective Agreement.

ARTICLE 15 - PENSION PLAN

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

- 15.02 New employees will join the Plan beginning from the first day of employment.
- 15.03 Each pay period, the Employer shall remit to the applicable CLAC Remittance Team, for each eligible employee, an Employer contribution equal to an amount as outlined under Schedule “A” for each hour worked by each employee covered under this Agreement. Employer contributions will vest in accordance with the rules of the Plan.
- 15.04 The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, additional voluntary employee pension contributions which are above and beyond those contributions outlined in Article 15.03. A request for such deductions shall be submitted to the Employer on a form provided by the Plan and a copy of the completed form shall be sent to the Union along with the first remittance of such voluntary contributions.
- 15.05 The Employer’s contributions to the Plan will be non-refundable to the employer once received by the applicable CLAC Remittance Team and will vest immediately in the employee on whose behalf the deposit was made.
- 15.06 The total amount of pension contributions remitted by the Employer, on an employee’s behalf, cannot exceed the annual maximum money purchase outlined by the Canada Revenue Agency. The employer has no obligation to monitor the employee’s contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the employer shall not be liable for any tax consequence imposed on the employee.

- 15.07 The employer has an obligation to continue pension contributions during a period of injury insured under applicable provincial workplace safety insurance legislation, to the extent required by such legislation.
- 15.08 The Employer will remit pension contributions to the applicable CLAC Remittance Team as outlined in Article 7. Employer, employee and voluntary contributions will be recorded separately on the remittance.
- 15.09 In the event that a remittance has not been received by the Union by the date set out in Article 7, the Employer is responsible to compensate the Plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.
- 15.10 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 15.03 will be paid to that employee on each paycheque. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if he/she were still contributing to the Plan.
- 15.11 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.
- 15.12 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated

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

- 15.13 The Employer agrees to provide the Union with the social insurance number and current address of all employees on whose behalf contributions are being remitted.

ARTICLE 16 - HEALTH AND SAFETY

- 16.01 The Employer, Union and the employees shall comply with the provisions of the *Occupational Health and Safety Act* where and when applicable. The Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the workers.

Employees are required to report to their Employer any unsafe work conditions, or violation of any safe work policies or procedures established by the Employer, or any violation of relevant safe work legislation.

- 16.02 An employee who is injured in the course of performing his duties and requires medical attention and is unable to continue work shall be paid for his regularly assigned hours for the day of the injury only.
- 16.03 While attending safety training courses authorized by, or required of the employee by the Employer, employees will receive their regular hourly rate of pay for time spent in class, but no pay shall be made for time or mileage in connection to travel to and from such courses. For clarity, the parties agree that safety training includes First Aid / CPR when an employee is assigned to acquire such training by the Employer.

ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL

17.01 The Employer will furnish employees with all necessary personal protective equipment (except for Safety Boots and hart hats) if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced by the Employer upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of personal protective equipment, rain gear and safety equipment provided by the Employer and may at the discretion of the Employer, subject to disciplinary action.

17.02 Upon completing one year of continuous employment and each year thereafter, the Employer shall provide to the employee an allowance a listed below to provide for construction clothing and CSA approved work boots. In order to receive the allowance, each employee must provide their receipts for the purchases made.

Truck Drivers	\$100/year
Equipment Operators	\$150/year
Labourers/Pipe Layers	\$400/year

ARTICLE 18 - EDUCATION AND ASSISTANCE FUND

18.01 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 at Article 7.04.

18.02 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.

18.03 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.

ARTICLE 19 - CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION FUND

19.01 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 at Article 7.04.

19.02 The Industry Fund is used to promote the CLAC model of open shop unionized construction representation. This is achieved by industry development among for and with 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 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.

19.03 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 20 - LEAVES OF ABSENCE, SICK LEAVE AND BEREAVEMENT LEAVE

20.01 The Employer shall grant leaves of absence without pay for the following reasons:

- a. marriage of the employee;
 - b. sickness of the employee or employee's immediate family;
 - c. death in the immediate family;
 - d. participation in Union sponsored training or other educational events;
 - e. birth or adoption of the employee's child.
- 20.02 In the event an employee is absent from work for more than ten (10) days due to a bona fide illness or injury, the Employer, at its own expense, may request that the employee provide written verification by a practicing physician, that the employee is able to return to his full duties. Such verification shall assess the extent to which the employee is able to perform the functions, duties and work of the job classification to which such employee is normally assigned.
- 20.03 An employee shall be granted three (3) days leave of absence at his regular rate of pay to make arrangements for and to attend the funeral of an immediate family member which shall include;
- a. The employee's spouse, common-law spouse or same-sex partner,
 - b. The employee's parent, step-parent, foster parent, or parent of his spouse, common-law spouse or same-sex partner,
 - c. The child, step-child, foster child or, grandchild or step grandchild of the employee or the employee's spouse, common-law spouse or same sex partner;
 - d. The spouse, common-law spouse or same sex partner of the employee's child, step-child, or foster child;
 - e. The employee's brother, sister, brother in-law or sister in-law.

- 20.04 An employee shall be granted a one (1) day leave of absence at his regular rate of pay to attend the funeral of an aunt, uncle, niece, nephew, a grandparent, or step-grandparent of the employee or the employee's spouse, common-law spouse or same sex partner;
- 20.05 An employee shall be granted three (3) days leave of absence at his regular rate of pay for the birth or adoption of an employee's child.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

- 21.01 The Employer may warn, suspend, demote or discharge an employee for just cause. If the conduct or performance of an employee warrants disciplinary action, such action shall be confirmed in writing. A copy of all such documentation shall be provided to the employee(s) involved, and forwarded to the office of the Union at the time they are issued.
- 21.02 Any disciplinary notice shall be issued only after, or during the meeting with the employee being disciplined. An employee shall be advised of the nature of the meeting prior to attending. The employee shall be accompanied by a Steward who shall be paid for such time in accordance with Article 4.02.
- 21.03 Disciplinary meetings shall normally take place during the affected employee's scheduled shift. If the employee is not at work and is not scheduled to work within three (3) days of the incident, or if the incident giving rise to the meeting is so serious that more immediate action is warranted, he may be called in at a time when he is not scheduled to work, but shall be paid for such time during the meeting.
- 21.04 Any letters of warning older than twelve (12) months shall be removed from an employee's file, provided that there is no repeat offence of the incident giving cause to the discipline during such twelve (12) month period. Any record of suspension will be

removed after twenty-four (24) months, provided there is no repeat offence of the incident giving cause to the suspension during such twenty-four (24) month period.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 The parties to this Agreement recognize the Stewards and the Representatives specified in Article 4 as the agents through which employees shall process their grievances and receive settlement thereof.

22.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

A "Group Grievance" is defined as a single grievance, signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement.

A "Policy Grievance" shall be signed by a Steward or a Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

22.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean "work days".

22.04 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance

occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. If the Employer does consider or process a grievance which has been presented late, the Employer shall not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

22.05 No employee shall have a grievance until they have discussed the complaint with their immediate Supervisor. If the employee's immediate Supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 6.04, if a grievance is to be filed it shall, within the five (5) work days referred to in Article 23.08 above, be reduced to writing and shall be presented to the designated Employer representative by a Steward or a Representative. The designated Employer representative shall notify the Representative of their decision in writing not later than five (5) workdays following the day upon which the grievance was submitted.

The grievance referred to above shall identify:

- a. the facts giving rise to the grievance;
- b. the section or sections of the Agreement claimed violated;
- c. the relief requested; and
- d. the grievance will be signed by the employee or employees involved unless it is a Policy Grievance. The Union may sign for an employee in the event a grievance is filed with regard to an employee termination and that employee has returned home from site.

Step 2

If the grievance is not settled in Step 1, a Representative shall within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the designated Employer representative. A meeting will be held between the Steward or Representative together with the grievor involved and the designated Employer Representative and other representatives of the Employer. This meeting will be held within five (5) work days of the presentation of the written grievance to the designated Employer representative. The Employer shall notify the Steward or Representative of his decision in writing within five (5) work days of such meeting.

22.06 Union Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union shall be held within five (5) work days of the presentation of the written grievance and shall take place within the framework of Step 2 of Article 22.05 hereof. The Employer or the Union, as the case may be, shall give its written decision within five (5) work days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision and the arbitration section of this Agreement shall be followed.

If the Employer is not advised of the Union's intention to proceed to arbitration within five (5) work days, the Employer shall not be liable for any damages during the foregoing fifteen (15) work day period.

The provisions of this paragraph 23.09 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Articles 23.08 and **Error! Reference source not found.** hereof shall not thereby be bypassed.

ARTICLE 23 - ARBITRATION

- 23.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration under the following procedure.
- 23.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the grievance procedure.
- 23.03 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within five (5) working days of service and notify the other party of the name and address of its nominee.
- 23.04 Should the Employer and the Union fail to agree on a sole arbitrator within five (5) working days of the notification mentioned in Article 23.03 above, the Ministry of Labour of the Province of Ontario shall be asked to nominate an impartial person to act as the sole arbitrator.
- 23.05 The decision of the sole arbitrator shall be binding on the employees, the Union and the Employer.
- 23.06 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 23.07 Each of the parties to this Agreement shall bear its own expense of arbitration, and the parties shall jointly bear the expenses, if any, of the sole arbitrator.
- 23.08 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 23.09 Notices of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 23.10 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 23.03, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and their decision shall be final and binding upon both parties.
- 23.11 It is agreed that the arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.12 An employee found to be wrongfully discharged or suspended will be reinstated with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 23.13 Where the arbitrator 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 circumstance surrounding the discharge or suspension, the

arbitrator may substitute a penalty which, in its opinion, is just and equitable. This cause shall not apply to the discharge of a probationary employee.

ARTICLE 24 - GENDER CLAUSE

24.01 In this agreement, any reference to the masculine gender shall include the feminine gender and the references to the feminine gender shall include the masculine gender.

ARTICLE 25 - DURATION

- 25.01 This Agreement shall be and shall remain in effect from the first day (1st) of June, two thousand and eighteen (2018) until the twenty-eighth (28th) day of February, two thousand and twenty-one (2021) 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 one hundred and twenty (120) to sixty (60) 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.
- 25.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items shall be retroactive from the date of signing to the expiration date of the expired Agreement.
- 25.03 Until a new Agreement has been concluded all provisions in this Agreement shall remain in full force and effect.

Signed this 13th day of July, 2018.

For the Employer

For the Union





SCHEDULE "A" CLASSIFICATION AND WAGE RATES

Upon Ratification

	Base Hourly Rate	Vac Pay*	Pension (4%)	Health Fund	Training Fund	Industry Fund	Total
Equipment Operator 1	32.00	1.92	1.36	1.31	0.20	0.20	36.99
Equipment Operator 2	29.00	1.74	1.23	1.31	0.20	0.20	33.68
Equipment Operator 3	27.00	1.62	1.14	1.31	0.20	0.20	31.47
Pit Operator	26.00	1.56	1.10	1.31	0.20	0.20	30.37
Pipe Layer	31.50	1.89	1.34	1.31	0.20	0.20	36.44
Top Man/Pipe Layer Helper	28.00	1.68	1.19	1.31	0.20	0.20	32.58
Labourer	26.00	1.56	1.10	1.31	0.20	0.20	30.37
General Labourer	22.60	1.36	0.96	1.31	0.20	0.20	26.62
Truck Driver 1	25.50	1.53	1.08	1.31	0.20	0.20	29.82
Truck Driver 2	22.00	1.32	0.93	1.31	0.20	0.20	25.96
Student	16.00	0.96	-	-	0.20	0.20	17.36

July 1, 2019

	Base Hourly Rate	Vac Pay*	Pension (6%)	Health Fund	Training Fund	Industry Fund	Total
Equipment Operator 1	32.64	1.96	2.08	1.33	0.20	0.20	38.40
Equipment Operator 2	29.58	1.77	1.88	1.33	0.20	0.20	34.97
Equipment Operator 3	27.54	1.65	1.75	1.33	0.20	0.20	32.67
Pit Operator	26.52	1.59	1.69	1.33	0.20	0.20	31.53
Pipe Layer	32.13	1.93	2.04	1.33	0.20	0.20	37.83
Top Man/Pipe Layer Helper	28.56	1.71	1.82	1.33	0.20	0.20	33.82
Labourer	26.52	1.59	1.69	1.33	0.20	0.20	31.53
General Labourer	23.05	1.38	1.47	1.33	0.20	0.20	27.63
Truck Driver 1	26.01	1.56	1.65	1.33	0.20	0.20	30.95
Truck Driver 2	22.44	1.35	1.43	1.33	0.20	0.20	26.94
Student	16.32	0.98	-	-	0.20	0.20	17.70

July 1, 2020

	Base Hourly Rate	Vac Pay*	Pension (8%)	Health Fund	Training Fund	Industry Fund	Total
Equipment Operator 1	33.29	2.00	2.82	1.35	0.2	0.2	39.86
Equipment Operator 2	30.17	1.81	2.56	1.35	0.2	0.2	36.29
Equipment Operator 3	28.09	1.69	2.38	1.35	0.2	0.2	33.91
Pit Operator	27.05	1.62	2.29	1.35	0.2	0.2	32.72
Pipe Layer	32.77	1.97	2.78	1.35	0.2	0.2	39.27
Top Man/Pipe Layer Helper	29.13	1.75	2.47	1.35	0.2	0.2	35.1
Labourer	27.05	1.62	2.29	1.35	0.2	0.2	32.72
General Labourer	23.51	1.41	1.99	1.35	0.2	0.2	28.67
Truck Driver 1	26.53	1.59	2.25	1.35	0.2	0.2	32.12
Truck Driver 2	22.89	1.37	1.94	1.35	0.2	0.2	27.95
Student	16.65	1	-	-	0.2	0.2	18.05

*Vacation Pay shown at 6%. See Article 10.01 for details.

Notes:

1. Progression through Schedule "A" shall occur as set forth in Schedule "B": Classification Descriptions.
2. An employee that is already employed with the Employer, and who moves to a new classification shall experience no reduction in wage.
3. Sector Rates - The Schedule A rates are applicable in all sectors of the construction industry in the province of Ontario. Should any work occur in an area in which a Fair Wage Policy is in effect, the higher of the two shall prevail.
4. Emergency Work – Emergency work will be paid at one and one-half (1.5x) the employee's regular hourly rate between the hours of 7:00 p.m. and 7:00 a.m. All emergency work hours shall be excluded from the employee's regular hours worked in that week for matters relating to weekly overtime as per Article 9.

5. Those employees that are understood to be part-time employees are not eligible for health benefits and the Employer will not remit the Health Fund hour bank amount on behalf of these employees.

SCHEDULE “B” VIEWCON CLASSIFICATION DESCRIPTIONS

1. Equipment Operator 1 is an operator that requires little supervision and generally operates equipment which includes main-line track excavator on road construction and sewer water main projects.
2. Equipment Operator 2 is an operator that requires a greater level of supervision and generally operates equipment which includes fine dozer, equipment with GPS, packers, track excavators on earthworks / backfilling / servicing operations dozers, back hoes, loaders, packers, and excavators on earthworks / backfilling operations.
3. Equipment Operator 3 is a general level operator that requires supervision and generally operates equipment which includes backhoes, rollers, packers, mini excavators, Bob Cat type equipment and similar equipment.
4. Pit Operator is an operator who generally works in the pit loading trucks.
5. Pipe Layer is a pipe layer that requires little supervision and generally lays pipe on main line crews on sewer watermain projects.
6. Top Man/Pipe Layer Helper requires some supervision and is generally a Top Man, Grademan, Tail Man, or other skilled labour roles on main-line crews on sewer watermain projects.
7. Labourer requires moderate supervision and is generally experienced in construction work, and has progressed beyond GGeneral Labour duties (but will still perform general duties as required).
8. General Labourer requires supervision and daily instruction. This includes TCPs, swampers, spotters, signal person and labourers who are new to construction.

9. Truck Driver I is someone who was hired to drive trucks that require an A license, with Z endorsement and floats equipment and hauls material.
10. Truck Driver II is someone who was hired to drive trucks that require a D license, with Z endorsement and floats equipment and hauls material.

The above noted job descriptions are general guidelines only and are not to be construed by either party as task limitations within a classification for any particular employee. These descriptors may be used as a management assessment tool for rate setting, performance appraisal and goal setting.

LETTER OF AGREEMENT #1

Between

VIEWCON CONSTRUCTION LTD.
(hereinafter referred to as “the Employer”)

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 53
(hereinafter referred to as “the Union”)

RE: UNION DUES & RED CIRCLING

Whereas the above parties are signatory to a first Collective Agreement, and whereas during the negotiation of that Agreement, the Employer consented to increase the wage rate of all employees at work on the date of ratification, in order that no employee shall receive less in wages or Pension/RRSP contributions than before the Union organized the workers;

Now therefore, the parties agree to the following;

1. All employees in an employment relationship as at the date that the union provided notification that the first Agreement was ratified will receive a wage increase in excess of the wage rates stipulated by Schedule “A” of that Agreement, be equal to at least one and four tenths percent (1.4%) of the employees’ total wage rate (base rate, plus responsibility/skill premiums, plus vacation pay).
2. Each employee will receive the annual percentage increases on his current wage rate as laid out in Schedule “A”.
3. No employee will, following ratification, receive a pension/RRSP rate that would be less than his RRSP rate immediately prior to ratification.

This Letter shall be attached to the Collective Agreement between the above parties and shall be in effect until the expiry of the first Collective Agreement.

LETTER OF AGREEMENT #2

Between

VIEWCON CONSTRUCTION LTD.
(hereinafter referred to as “the Employer”)

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 53
(hereinafter referred to as “the Union”)

RE: BENEFITS COVERAGE

Whereas the above parties are signatory to a first Collective Agreement, and whereas during the negotiation of that Agreement, the Employer consented to switch over the CLAC Benefit Plan, in order that no employee shall experience a loss of health benefits;

Now therefore, the parties agree to the following;

1. The Employer shall continue providing their current benefits until August 31, 2018;
2. The Employer shall remit the amount listed in Schedule “A” for Health Fund to the Union for every hour worked by each Employee, along with the regular monthly remittances, starting on July 1, 2018; and,
3. The CLAC Benefit Plan shall come into effect on September 1st, 2018.

This Letter shall be attached to the Collective Agreement between the above parties and shall be in effect until the expiry of the first Collective Agreement.

CAMBRIDGE MEMBER CENTRE

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1-800-210-0200

CLAC TRAINING

1-877-701-2522

CLAC BENEFITS

1-800-463-2522

CLAC JOBS

1-877-701-2522

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