



COLLECTIVE AGREEMENT

Between

**PENN-CO CONSTRUCTION CANADA LTD. and
PENN-CO CONSTRUCTION CANADA (2003) LTD.**

and

CONSTRUCTION WORKERS LOCAL 52

affiliated with the

**CHRISTIAN LABOUR ASSOCIATION
OF CANADA**

May 1, 2011 – April 30, 2014

INDEX

<u>Description</u>	<u>Article</u>	<u>Page</u>
Apprentices and Apprenticeships	18	13
Arbitration	21	15
Checkoff	6	5
Classifications and Hourly Rates	Schedule A	18
Classification Definitions	Schedule B	22
Conscientious Objector	Schedule E	28
Duration and Retroactivity	23	17
Education and Training Fund	17	13
Employment Policy and Union Membership	5	4
Grievance Procedure	20	14
Step 1		15
Step 2		15
Health and Welfare Plan	12	9
Pension Plan		10
Holidays	10	8
Insurance Plan Coverage	Schedule C	24
Job Summary Memorandum	Schedule D	26
Leaves of Absence and Bereavement Pay	16	12
Letters of Agreement.....		29
Letter of Agreement #1		29
Letter of Agreement #2		30
Letter of Agreement #3		31
Letter of Understanding #1.....		33
No Strikes and Lockouts	4	4
Overtime and Sunday Labour	8	6
Pre-Job.....	22	16
Pre-Job Conferences		16
Purpose	1	1
Recognition	2	2
Safety and Protective Equipment	15	12
Light Duty Work Programs		12
Seniority and Layoffs	11	8
Tools	14	12
Transportation, Travel Time, Room and Board	13	10
Camp Conditions.....		11
Union Representation	3	3
Labour Management Committee		4
Vacations & Vacation Pay	9	7
Wages and Rates of Pay	7	5
Warning, Suspension and Discharge	19	13

COLLECTIVE AGREEMENT

between

**PENN-CO CONSTRUCTION CANADA LTD. and
PENN-CO CONSTRUCTION CANADA (2003) LTD.**

hereinafter referred to as the "Employer"

and

**CONSTRUCTION WORKERS UNION (CLAC)
LOCAL NO. 52**

affiliated with the

CHRISTIAN LABOUR ASSOCIATION of CANADA

hereinafter referred to as the "Union"

May 1, 2011 – April 30, 2014

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b. to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - c. to establish an orderly system for the promotion, demotion, transfer, layoff and recall of employees;
 - d. to establish a prompt, just and equitable procedure for the disposition of grievances;

- e. and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Union, the Employer and the employees which will be conducive to their mutual well-being.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all its employees in the bargaining unit as defined in Article 2.02, and/or classified on Schedules "A" and "B" attached hereto and made part hereof.
- 2.02 This Agreement covers all employees of the Employer employed in the construction industry in the province of Ontario, save and except non-working foremen, persons above the rank of non-working foreman, and office and sales staff. Cooks, cook helpers, cleaning personnel and security guards are not covered by this agreement.
- 2.03 It is agreed by the parties that there shall be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement, save and except by the mutual agreement in writing of the parties hereto. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by the mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the duly appointed representatives of the Christian Labour Association of Canada are authorized to act on behalf of the Union for the purpose of supervising, administrating and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.05 The Union acknowledges that it is the function of the Employer:
 - a. to manage the enterprise, including the scheduling of work and the control of materials;
 - b. to maintain order, discipline and efficiency, and to make, alter and amend rules of conduct and procedure for employees, provided such rules are reasonable and consistent with the purpose and terms of this Agreement and are administered in a fair manner; and
 - c. to hire, direct, transfer, promote, demote, 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 outlined below.

- 2.06 The Employer may subcontract out work where:
- a. he does not possess the necessary facilities or equipment;
 - b. he does not have and/or cannot acquire the required manpower; and
 - 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 subcontracted out, if employees qualified to do the work must be laid off, transferred, demoted or discharged as the result of the subcontracting out of work.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 3.02 The parties agree that any obligation or duty imposed by the operation, application or interpretation of this Agreement which is less than any employee's entitlement under the Employment Standards or any other relevant legislation is of no force or effect.
- 3.03 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a. The Union has the right to appoint stewards. The stewards are representatives of the employees in all matters pertaining to this Agreement.
 - b. CLAC Representatives are also representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and of enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 3.04 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments. On any project where six (6) or more employees are employed in the bargaining unit, the Employer shall pay the designated Union steward a premium as per Schedule "A".
- 3.05 Stewards in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer

will pay such stewards at their regular hourly rates while attending to such matters, as well as for time spent on negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours of the stewards concerned.

Labour Management Committee

- 3.06 The Employer and the Union agree that Labour/Management meetings will be held twice yearly for the purpose of discussing matters of mutual interest or concern. It is understood that Labour/Management meetings in particular shall discuss matters relating to safety and the classifications and rates of pay of employees. Such meetings may be cancelled or postponed by mutual agreement by the parties.
- 3.07 There shall be no Union activity during Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

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

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of worker requirements giving as much prior notice as possible. The Union will provide a list of workers available. The Employer at its discretion may hire employees so listed or from other sources.
- 5.02 The Employer shall, as a matter of policy, promote from within the existing workforce whenever possible. 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.
- 5.03 New employees will be hired on a 350 hour probationary period and thereafter will attain regular employment status subject to the availability of work. The probationary term of an employee may be extended by the Employer upon mutual agreement between the Employer and the Union. An

employee who is laid off or who voluntarily terminates his employment will not be required to re-serve the probationary term if he is re-hired within one (1) year. The parties agree that the discharge or layoff of a probationary employee will not be the subject of a grievance or arbitration, so long as such termination is not deemed to be discriminatory or in bad faith.

- 5.04 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 5.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a steward or a 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.
- 5.06 The Union agrees that it will make membership in the Union available to all non-probationary employees.

ARTICLE 6 - CHECKOFF

- 6.01
- a. The Employer is authorized to and shall deduct monthly Union dues, or a sum in lieu of Union dues, and where applicable, an amount equal to Union dues arrears and Administrative Dues, from each employee's pay as a condition of employment whether or not she is a Union member. Deductions shall be made effective from the date of hire for all employees.
 - b. The total amount deducted will be mailed to the Union's regional office within two (2) weeks of the end of each month, together with a list of the name and the amount deducted off for each employee.
 - c. The Union shall provide to the Employer at least one (1) months' notice of any changes to the dues structure.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various areas and job classifications are as set forth on Schedules "A" and "B" attached hereto and made part hereof.
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement and the rates for same shall be subject to negotiation between the Employer and the Union.

- 7.03 The Employer agrees to pay four (4) hours of wages in the event that an employee who reports for work in the usual manner is prevented from starting work due to any cause not within his control. When working on a camp job, this amount shall be three (3) hours for any and all days when workers are unable to work due to any cause not within his control, unless otherwise stipulated in a pre-job agreement. In all such cases, the Superintendent must give approval before an employee leaves the site.
- 7.04 When due to inclement weather the work has to be stopped, the Employer agrees to continue payment of each employee's regular hourly rate until the foreman on the job advises the employees to go home. When this occurs, the employees shall be entitled to a minimum of four (4) hours' pay.

ARTICLE 8 - OVERTIME AND SUNDAY LABOUR

- 8.01 Definitions:
- a. For the purpose of this article, day shall mean shift.
 - b. A ten (10) and four (4) work schedule shall mean a schedule that begins on a Monday and ends with the conclusion of the shift on the second Wednesday.
 - c. A five (5) and two (2) work schedule shall mean a schedule that begins on a Monday and ends with the conclusion of the shift on the following Friday.
 - d. Home at night schedule shall mean a schedule where employees return to their own homes each night.
- 8.02 The normal work week shall consist of forty (40) hours per week (Monday to Friday inclusive) and eight (8) hours per shift. Employees will be given a lunch period of one-half (½) hour, but such lunch period shall not be considered as time worked.
- 8.03 Employees who work in excess of forty-four (44) hours per week or nine (9) hours per day shall be paid at the rate of one and one-half (1½) times the regular rate of pay for all such work performed.

Examples:

Modified 10/4 shift

10/4 shift	Mon 11hr	Tues 11hr	Wed 11hr	Thu 11hr	Fri 11hr	Sat 11hr	Sun 11hr	Mon 11hr	Tues 11hr	Wed 11hr	Thu off	Fri off	Sat off	Sun off
OT hrs	2	2	2	2	2	2	2	2	2	4				
Total hours at overtime rates on a 10/4 shift over two weeks = 22 hrs Assuming no days lost due to weather														

Un-modified 10/4 shift

10/4 shift	Mon 10hr	Tues 10hr	Wed 10hr	Thu 10hr	Fri 10hr	Sat 10hr	Sun 5hr	Mon 10hr	Tues 10hr	Wed 10hr	Thu off	Fri off	Sat off	Sun off
OT hrs	1	1	1	1	5	10	5	1	1	1				
Total hours at overtime rates on a 10/4 shift over two weeks = 27 hrs Assuming no days lost due to weather														

5/2 shift	Mon 11hr	Tues 11hr	Wed 11hr	Thu 11hr	Fri 11hr	Sat off	Sun off	Mon 11hr	Tues 11hr	Wed 11hr	Thu 11hr	Fri 11hr	Sat off	Sun off
OT hrs	2	2	2	2	4			2	2	2	2	4		
Total hours at overtime rates on a 5/2 shift over two weeks = 12 hrs Assuming no days lost due to weather														

8.04 Work shall not normally be performed on Sundays, except that the Union and the Employer may agree to include Sunday work in a modified project work schedule as outlined in Article 8.02. This will be outlined in the Pre-job agreement.

8.05 Employees who are called in for Sunday emergency work, or called back for overtime work on all other days, shall be paid two (2) hours at their regular rate as call-in pay, in addition to the actual time worked which shall be paid at the applicable overtime rate.

8.06 There shall be two (2) coffee breaks of fifteen (15) minutes duration each per day, one in the forenoon and one in the afternoon.

When employees are assigned to work overtime, they shall be entitled to an additional coffee break provided there is no break in working time. Thereafter there shall be additional coffee breaks every two (2) hours provided overtime continues after the break.

ARTICLE 9 - VACATIONS AND VACATION PAY

9.01 All employees shall be entitled to receive an amount equal to ten and one half percent (10.5%) of their total annual gross earnings in vacation pay and in lieu of statutory holiday pay. For tax purposes, vacation pay shall be taxed over the period of time during which it was earned.

9.02 Employees serving their probationary period shall receive an amount equal to eight percent (8%) of their total gross earnings in vacation pay and in lieu of statutory holiday pay.

- 9.03 The Employer will endeavour to grant vacations at the times requested, in the vacation seasons or periods, considering business requirements. The employees shall attempt to schedule holidays in such a way as to cause the least interference with workloads.
- 9.04 Employees shall have their vacation pay and statutory holiday pay, paid out on each cheque.

ARTICLE 10 - HOLIDAYS

10.01 Work shall not normally be performed on the following ten (10) holidays:

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day which is proclaimed by the Federal or the Provincial Government as a legal, general or statutory holiday.

- 10.02 If an employee is required to work on one of the holidays mentioned under Article 10.01, he shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked.
- 10.03 Holidays outlined in Article 10.01 may be taken on a different day by mutual agreement between the parties providing the change of date does not conflict with Federal, Provincial or Civic law.
- 10.04 During a week in which a holiday (as set out in Article 10.01) occurs, employees who work in excess of thirty-six (36) hours per week or nine (9) hours per day (excluding hours worked during the holiday) shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay for all such work performed.

ARTICLE 11 - SENIORITY AND LAYOFFS

- 11.01 In case of layoffs, the Employer will be guided by the following considerations:
- a. Length of employment of the employee.
 - b. Ability of the employee to perform the available work.
 - c. Performance of the employee.

When the efficiency, productivity and ability of the employees to perform available work are relatively equal, the rule shall prevail that the employee having been employed the longest shall be laid off last and recalled first.

- 11.02 The Employer shall give one (1) days' notice of layoff or eight (8) hours wages in lieu of notice.
- 11.03 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) work days after the layoff took place.
- 11.04 An employee who is laid off shall be placed on a recall list for three (3) months, during which time new employees shall not be hired until employees on the recall list have an opportunity to take the work. This shall not apply in the case that the employee being recalled is not qualified to do the available work, or if the work available is home at night work and the employee would need to be housed by the Employer.
- 11.05 Any employee laid off and recalled for work must return within two (2) work days when unemployed and within seven (7) work days when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.
- 11.06 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred.

ARTICLE 12 - HEALTH AND WELFARE PLAN

- 12.01 In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to pay the following per hour for all hours worked by each employee towards the CLAC Health and Welfare Trust Fund:
- a. July 2, 2011: \$1.28/hour
 - b. November 1, 2011: \$1.33/hour
 - c. November 1, 2012: \$1.38/hour
 - d. November 1, 2013: \$1.43/hour
- These funds shall be remitted in accordance with the timelines stipulated for Union dues. The Union shall have the right to waive such increases in the event that costs for Health Benefit premiums do not increase.
- 12.02 It is understood and agreed that it is the responsibility of each such employee to be familiar with the specific details of coverage (outlined in Schedule "C") and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

Employees are eligible to receive coverage on the first of the month following three hundred fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan.

12.03 All money being earned by the employee, such as the Employer's contribution to the CLAC Health and Welfare Trust Fund, as well as deductions made from the employee's wages, such as Union dues will be considered trust monies held on behalf of the employee until the money is paid to the Union.

12.04 **Pension Plan**

It shall be mandatory for all employees who have completed the probationary period set out in Article 5.03 to join the Union Pension Plan registered with the Canada Customs and Revenue Agency (CCRA) and the Financial Services Commission of Ontario (FSCO) as Pension Plan # 0398594.

12.05 The Employer shall deduct from each eligible employee's regular time wages an amount equal to four percent (4%) or five percent (5%), which ever amount the employee selects to contribute, and the Employer shall make a matching contribution. An employee may choose to direct the Employer to deduct a further percentage from their regular time wages. Any deduction beyond five percent (5%) will not be matched by the Employer. Remittances shall be made monthly together with the remittance to the CLAC Health Fund.

ARTICLE 13 - TRANSPORTATION, TRAVEL TIME, ROOM AND BOARD

13.01 Preamble

It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowances as established in this Article, is to provide a reasonable means of compensating employees for additional travel and accommodation expenses they may incur while working on jobsites beyond a reasonable distance from their residence.

13.02 When the Employer obtains work in an area remote from employee's residence, the Employer shall provide reasonable adequate accommodation for employees. Where the accommodation provided is equipped with kitchen facilities the employee shall also receive a thirty-five dollar (\$35.00) daily subsistence allowance. Where the accommodation provided is not equipped with kitchen facilities the employee shall also receive a forty-five dollar (\$45.00) daily subsistence allowance. If particular circumstances require alternative arrangements, the Employer and the Union shall negotiate such arrangements. If the parties are unable to agree, the matter shall be settled by binding arbitration. For all projects transportation, travel time, and room and board will be noted on a Schedule "D" Pre-job report.

13.03 When the Employer obtains new work, present employees who reside within a 100 kilometre radius of the new jobsite shall have the right to transfer to

such jobsite instead of being laid off from their current job, provided that they are qualified to do the available work, and provided their length of employment with the Employer is greater than that of employees in the same classification on the new jobsite. This article shall apply provided that the parties are able to reach an agreement under the provisions of article 13.02.

- 13.04 Present employees who request to be transferred to remote jobsites at their own expense rather than be laid-off shall have the right to take such a transfer provided they are qualified to do the available work.
- 13.05 When an employee uses his own vehicle to travel between work sites, the Employer shall reimburse such travel costs to the employee at the rate of fifty-two cents (\$0.52) per kilometer actually traveled.
- 13.06 Employees shall be paid travel time to the job site when return travel time is four (4) hours or greater. Travel time will be calculated from the closer of the employee's residence or the Employer's Blumenort office to the job site, shall be for one way travel only, and shall be paid at straight time rates. Such hours shall not be included in the calculation of overtime.

When travelling in a plane at the Employer's expense, travel shall include one-half (½) hour for boarding time.

13.07 **Camp Conditions**

The Employer agrees that minimum standards shall apply regarding camp conditions, including the following:

- a. Where possible, high speed internet shall be made available; with one (1) connection per five (5) employees to a maximum of six (6) DSL connections or two (2) satellite connections, depending on the availability of DSL in the area.
- b. One (1) employee per bedroom accommodations. In the case where double bunking is required, a premium of fifty cents (\$0.50) per hour per affected employee shall apply as follows:
 - i. longer than one (1) full 10/4 shift
 - ii. longer than two (2) full 5/2 consecutive shifts
- c. The Employer shall develop and implement a standard weekly or shift "Penn-Co meal plan" to be used on all camp jobs. This plan shall be developed in consultation with a dietician as well as the Union, and shall be in place by October 1, 2011.
- d. At all times, a phone shall be made available for employees for personal use.

ARTICLE 14 - TOOLS

14.01 All tradesmen shall supply their own ordinary hand tools. Power tools shall be supplied by the Employer.

ARTICLE 15 - SAFETY AND PROTECTIVE EQUIPMENT

15.01 The Employer shall endeavour to provide a place of employment which shall be safe for the employees, and shall use government-required safety devices and shall adopt and use methods and procedures to render it safe, and shall do whatever is necessary to protect the life, health, and safety of the employees. It is understood that the employees will wear protective equipment and clothing when required.

15.02 The employees shall wear safety hats and boots obtained at the employee's expense.

15.03 All other protective equipment deemed necessary by the labour-management committee will be supplied by the Employer and shall remain the property of the Employer.

15.04 Light Duty Work Programs

If an employee is injured on the job and requires medical attention the employee is entitled to Light Duty Work and he shall inform the attending Physician of the same.

The Employer shall inform the Physician of the types of light duty work available to the employee and shall make the same available to the employee with the Physician's approval.

ARTICLE 16 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

16.01 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;
- b. Sickness;
- c. Death in the immediate family;
- d. Union activity other than this establishment.

16.02 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 a request for extension is justified.

- 16.03 The immediate family in this Article shall mean: mother, father, mother-in-law, father-in-law, brother, sister, spouse or common-law spouse, children and grandchildren of the employee.
- 16.04 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 his parent or parent-in-law, spouse or common-law spouse, child or child-in-law.
- 16.05 The Employer shall pay an employee who has one (1) or more years of service (cumulative total) with the Employer, for each day of jury duty or crown witness duty, the difference between the employee's regular wages and the amount of court fees received by the employee, to a maximum of one (1) calendar month. The employee is required to provide proof of court attendance and of the amount paid by the court in order to receive reimbursement.

ARTICLE 17 - EDUCATION AND TRAINING FUND

- 17.01 To further the training of Union members, the Employer agrees to remit one-half of one percent (0.5%) for all hours worked by all employees, to the CLAC Education and Training Fund. Such remittances shall be temporarily suspended until such time that the Employer has accessed twenty thousand dollars (\$20,000) of training for the direct purpose of training Penn-Co employees, effective October 3, 2011.

ARTICLE 18 - APPRENTICES AND APPRENTICESHIPS

- 18.01 It is agreed that apprentices shall be paid in accordance with the wages set forth for apprentices in Schedule "A" of this agreement or in accordance with the Regulations issued under the Apprenticeship and Tradesmen's Qualification Act whichever rate is greater.
- 18.02 The Employer shall register apprentices with the Ministry of Colleges and Universities within six (6) weeks of commencement of employment.
- 18.03 The Employer shall pay a one thousand dollar (\$1000) bonus to apprentices after successfully completing each year of trade school. In order to qualify, the apprentice must return to work for the employer. The bonus shall be paid out in two hundred dollar (\$200) increments over the first five (5) pay periods, upon return to work for the Employer.

ARTICLE 19 - WARNING, SUSPENSION AND DISCHARGE

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

- 19.02 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include without limitation, the refusal by an employee to abide by Safety Regulations; the use of illegal narcotics or reporting for work while under the influence of such substances or alcohol; the refusal by the employee to abide by the requirements of the Employer's clients; the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices. Such suspension or discharge is subject to the Grievance procedure.
- 19.03 Prior to issuing discipline, the Employer shall interview the employee. Such employee shall be given the option to speak to a CLAC Steward or Representative by phone before the completion of the interview and, if possible, to have a Steward or Representative present for the interview. Within five (5) work days following suspension or discharge, the employee involved, together with a Union representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) work days following the interview, the Union may submit the complaint to arbitration.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.01 The parties to this Agreement recognize the stewards and the CLAC Representative specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- 20.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) 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. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- 20.03 A "Group Grievance" is defined as a single grievance, signed by a steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 20.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A policy grievance may be submitted by either party to arbitration as outlined under Article 21, thus bypassing steps 1 and 2. Such policy grievance shall be signed by a steward or a CLAC Representative, or in the case of an Employer's policy grievance, by the Employer or his representative.

20.05 **Step 1**

A steward or a CLAC representative will submit a grievance on behalf of an employee to the employee's immediate supervisor within five (5) work days of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third (3rd) work day following the day upon which the grievance is submitted and will notify the grievor and the Union representative of his decision in writing.

Step 2

If the grievance is not settled under step 1, a Union representative may within five (5) 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 Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union representative of his decision in writing within three (3) workdays following the said meeting.

ARTICLE 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 (2) 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 21.03, 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 21 and 22 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 day rates times normal working days, hourly rates times normal working hours, or average earnings, as applicable less any monies earned, or by any other arrangement which is just and equitable in the opinion of the arbitrator.
- 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 Nothing in this agreement shall preclude the parties from agreeing to refer the matter to a single, mutually agreed upon, arbitrator.

ARTICLE 22 - PRE-JOB

- 22.01 It is understood and agreed that the wage rates and other provisions set out in this Agreement may be amended by mutual agreement if there are significant changes in the industry or for specific projects or to enable the Employer to compete with non-Union competition and/or with other specific Union project agreement rates. Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have representatives meet for discussions within thirty (30) work days of receiving the request from the other party. Any amendment resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a Representative of the Union.
- 22.02 **Pre-Job Conferences**
- a) The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, a pre-job conference will be held to determine all site-specific issues as outlined in this Agreement. This conference may be conducted via telephone,

through a scheduled meeting or by some other practical means as agreed to by the parties.

- b) A copy of the signed pre-job conference report will be provided to the Employer and the Union.

ARTICLE 23 - DURATION AND RETROACTIVITY

23.01 This Agreement shall become effective on the first (1st) day of May, two thousand and eleven (2011) and shall remain in effect until the thirtieth (30th) day of April two thousand and fourteen (2014) 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 party give such notice, this Agreement shall be renewed for a period of one (1) year.

DATED at Blumenort, Manitoba this 5th day of October, 2011.

SIGNED on behalf of
Penn-Co Construction
Canada Ltd

SIGNED on behalf of
CLAC Local 52

Original signed by Dan Reimer

Employer Representative

Original signed by Geoff Dueck Thiessen

CLAC Representative

Original signed by Dave Caron

Employer Representative

CLAC Representative

Employer Representative

Original signed by Matthew Brown

Member Negotiating Committee

SCHEDULE "A"

Classifications and Hourly rates

This schedule is for northern Ontario, that is, the portion of Ontario located north and west of Highway 11 between the town of Red Rock on the west and Cochrane on the east, and extending east from Cochrane to the Quebec border along Highway 652, with the additional proviso that this schedule shall also apply to work done in communities located along this portion of Highway 11 and Highway 652.

May 1, 2011

CLASSIFICATION	Home at Night	5/2	10/4
Carpenter with Certificate III	\$31.62	\$32.57	\$33.83
Carpenter with Certificate II	\$30.28	\$31.19	\$32.40
Carpenter with Certificate I	\$28.93	\$29.80	\$30.96
Carpenter no Certificate III	\$29.03	\$29.90	\$31.06
Carpenter no Certificate II	\$28.17	\$29.02	\$30.14
Carpenter no Certificate I	\$27.25	\$28.07	\$29.16
Carpenter Apprentice IV	\$27.27	\$28.09	\$29.18
Carpenter Apprentice III	\$24.24	\$24.97	\$25.94
Carpenter Apprentice II	\$22.41	\$23.08	\$23.98
Carpenter Apprentice I	\$21.25	\$21.89	\$22.74
Skilled Labourer	\$23.16	\$23.85	\$24.78
General Labourer	\$21.00	\$21.63	\$22.47
Labourer Trainee II	\$17.00	\$17.51	\$18.19
Labourer Trainee I	\$13.50	\$13.91	\$14.45
Construction Worker	\$13.50	\$13.91	\$14.45

May 1, 2012

CLASSIFICATION	Home at Night	5/2	10/4
Carpenter with Certificate III	\$32.57	\$33.55	\$34.85
Carpenter with Certificate II	\$31.19	\$32.12	\$33.37
Carpenter with Certificate I	\$29.80	\$30.69	\$31.88
Carpenter no Certificate III	\$29.90	\$30.80	\$31.99
Carpenter no Certificate II	\$29.02	\$29.89	\$31.05
Carpenter no Certificate I	\$28.07	\$28.91	\$30.03
Carpenter Apprentice IV	\$28.09	\$28.93	\$30.05
Carpenter Apprentice III	\$24.97	\$25.72	\$26.71
Carpenter Apprentice II	\$23.08	\$23.77	\$24.70
Carpenter Apprentice I	\$21.89	\$22.54	\$23.42
Skilled Labourer	\$23.85	\$24.57	\$25.52
General Labourer	\$21.63	\$22.28	\$23.14
Labourer Trainee II	\$17.51	\$18.04	\$18.74
Labourer Trainee I	\$13.91	\$14.32	\$14.88
Construction Worker	\$13.91	\$14.32	\$14.88

May 1, 2013

CLASSIFICATION	Home at Night	5/2	10/4
Carpenter with Certificate III	\$33.55	\$34.55	\$35.89
Carpenter with Certificate II	\$32.12	\$33.09	\$34.37
Carpenter with Certificate I	\$30.69	\$31.61	\$32.84
Carpenter no Certificate III	\$30.80	\$31.72	\$32.95
Carpenter no Certificate II	\$29.89	\$30.78	\$31.98
Carpenter no Certificate I	\$28.91	\$29.78	\$30.93
Carpenter Apprentice IV	\$28.93	\$29.80	\$30.96
Carpenter Apprentice III	\$25.72	\$26.49	\$27.52
Carpenter Apprentice II	\$23.77	\$24.49	\$25.44
Carpenter Apprentice I	\$22.54	\$23.22	\$24.12
Skilled Labourer	\$24.57	\$25.31	\$26.29
General Labourer	\$22.28	\$22.95	\$23.84
Labourer Trainee II	\$18.04	\$18.58	\$19.30
Labourer Trainee I	\$14.32	\$14.75	\$15.32
Construction Worker	\$14.32	\$14.75	\$15.32

Should any employee receive a downward reclassification resulting in a lower wage, such employee shall be interviewed by the Employer prior to such adjustment, with adequate reasons given for the adjustment. Such adjustment shall be subject to the grievance procedure.

All wage increases are retroactive to May 1, 2011, however other changes are either as stated (camp conditions) or upon signing of the agreement (travel time, etc.).

Year 2 of agreement: +3% to base rate, add 3% for 5/2 rate and 7% to base rate for 10/4 rate.

Year 3 of agreement: +3% to base rate, add 3% for 5/2 rate and 7% to base rate for 10/4 rate.

In the case that Employment Standards minimum rates have exceeded the base rates, Employment Standards minimum rates shall prevail, with 5/2 and 10/4 premiums applied. Should any government legislation or regulations increase the above rates, these rates shall automatically conform.

Apprentices shall be paid in accordance with the regulations issued under The Apprenticeship and Trades Qualifications Act.

If the Employer secures work in an area of Ontario outside of that defined as northern Ontario herein, the Union and the Employer shall meet to negotiate an appropriate wage rate.

It is agreed that student workers shall only be employed between the months of May and September each year. The employment of students shall not deprive regular employees of their normal working hours, nor unfavourably influence the workload of such regular employees.

Shift Premiums:

- 5/2 Shift premium is 3% above Home at Night rate
- 10/4 Shift premium is 7% above Home at Night rate
- For employees returning home at night, no shift premium will apply regardless of the shift being worked for that job.

Other Premiums:

- Lead Hand \$1.00 above regular hourly rate.
- Foreman \$2.00 above regular hourly rate.
- Steward
Toolbox 1 \$0.50/hour
Toolbox 2 \$0.75/hour
Toolbox 3 \$1.00/hour
- Operator \$2.00 above regular hourly rate when working on batch plant related operating duties, rounded up to the nearest 15 minutes.

SCHEDULE "B"

Classification Definitions

Construction Worker

An unskilled worker with little or no work experience requiring close supervision

Labourer Trainee I

An unskilled worker, with little or no construction experience requiring close supervision.

Labourer Trainee II

A worker with some construction experience who has been a Labourer Trainee I for twelve hundred (1200) hours.

General Labourer

A worker who is able to take instruction, initiate tasks, perform tasks under general supervision, and who has normally been a Labourer Trainee II for twelve hundred (1200) hours.

Skilled Labourer

A general labourer who is able to take instruction, initiate tasks and perform the following tasks under minimum supervision: operate all power tools with skill, be able to anticipate the project, and do basic layouts. A Skilled Labourer will normally have at least one (1) year experience as a General Labourer.

Carpenter Apprentice I

A worker with the same skills as a General Labourer but has entered an apprenticeship program.

Carpenter Apprentice II

A worker with the same skills as a General Labourer and is now in the second year of the apprenticeship program.

Carpenter Apprentice III

A worker with the same skills as a General Labourer and is now in the third year of the apprenticeship program.

Carpenter Apprentice IV

A worker with the same skills as a General Labourer and is now in the fourth year of the apprenticeship program.

Carpenter with no Certificate I

A worker that is capable of doing all of the work of a worker with a carpenter's ticket and has the years of experience however has not done the formal classroom training.

Carpenter with no Certificate II

A worker that is able to do the work and has the years of experience of a Carpenter with Certificate II however has not done the formal classroom training.

Carpenter with no Certificate III

A worker that is able to do the work and has the years of experience of a Carpenter with Certificate III however has not done the formal classroom training.

Carpenter with Certificate I

A worker that has a carpenter's ticket

Carpenter with Certificate II

A worker with a carpenters ticket and can work independent, read drawings well, is motivated, is able to perform carpenters tasks both in forming concrete and commercial framing. This worker must have worked for the company more than two years.

Carpenter with Certificate III

A worker with a carpenters ticket and can work independent, read drawings well, is motivated, is able to perform carpenters tasks both in forming concrete and commercial framing and finishing carpentry. This worker must have worked for the company more than four years.

Annual review:

Employees shall, upon request, receive a fair review by management regarding their work performance, skill, education, etc. and shall be advanced into the next category accordingly upon a successful review. Such reviews shall not normally be completed more than once every year, and not normally before the first anniversary of employment for each employee.

SCHEDULE "C"

Insurance Plan Coverage for Gold Plus Plan

(This schedule does not form part of the collective agreement. It is for information purposes only. Unless otherwise noted, all insurance coverage expires at age seventy-five (75).)

1. \$60,000.00 life insurance per employee under the age of 65; \$30,000 per employee between the ages of 65 and 75;
2. \$60,000.00 A. D. & D per employee under the age of 65; \$30,000 per employee between the ages of 65 and 75;
3. Dental plan at the latest fee schedule available:
 - Basic Services: 100%, up to \$2,000 per person annually
 - Comprehensive: 50%, up to \$2,000 per person annually
 - Orthodontic: 50%, up to \$3,000 lifetime maximum per child under 19;
4. Prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
5. Optical insurance for employee and family:
 - under 21: \$300.00 per year
 - over 21: \$300.00 every two years
6. Extended health coverage for employee and family; coverage includes, but is not limited to, Traveller's Insurance, Physiotherapist, Massage Therapist, Acupuncturist, Podiatrist, Chiropodist, Naturopath, Chiropractor. Check plan for specific coverage amounts and eligibility;
7. Semi-private hospital coverage with no deductible for employee and family;
8. Short term disability insurance with sixty per cent (60%) weekly basic earnings to a maximum of \$468.00 per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization and the fourteenth (14th) day of illness for a maximum of one hundred nineteen (119) days (1/14/119); and
9. Long term disability insurance with sixty per cent (60%) of earnings, maximum of \$2,000.00 per month, per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
10. Emergency Travel Assistance
11. EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

CLAC WESTERN BENEFIT OFFICE www.clac.ca	1-888-600-2522
CLAC PENSION OFFICE www.clac.ca	1-800-463-2522
GREAT-WEST LIFE (RSP) www.grsaccess.com	1-800-724-3402
STANDARD LIFE (Insurance) www.standardlife.ca	1-888-600-2522
SUN LIFE (health benefits) www.sunlife.ca/member	1-800-661-7334
CERIDIAN LIFEWORKS www.lifeworks.com	1-866-714-3129

SCHEDULE "D"
Job Summary Memorandum

Pre-Job Conference

The Employer will notify the Union that a project has been awarded to the Employer immediately following the award. Prior to the start of each project, a pre-job conference will be held to determine all site-specific issues as outlined in the Agreement.

A copy of the Pre-Job Conference Report, as outlined below, will be provided to the Employer, the Union, and the job stewards, and a copy will also be posted on each bulletin board at the jobsite.

The Parties agree to the following for the job/bid at: _____
Contract/Project # _____

1. Travel
 - a) Initial and Final \$ _____ Range _____
 \$ _____ Range _____
 \$ _____ or other _____
 - b) Turnaround travel _____
 - c) Daily travel – time _____
 Compensation _____

2. Lodging
 - a) Amount _____
 - b) Applicable days _____
 - c) Camp allowance _____

3. Schedule
 - a) Daily hours _____
 - b) Consecutive days on _____ off _____
 - c) Overtime
 - i) "Time and one half" triggers:

 - ii) "Double time" triggers:

4. Meal Breaks / Coffee Breaks _____

5. Number of anticipated employees on site _____.

DATED at _____ this _____ day of _____, 20____.

SIGNED on behalf of
Penn-Co Construction
Canada Ltd

SIGNED on behalf of
CLAC Local 52

Employer Representative

CLAC Representative

Employer Representative

CLAC Representative

Employer Representative

Member Negotiating Committee

SCHEDULE "E"

Conscientious Objector Status

(This schedule does not form part of the collective agreement. It is for information only.)

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

LETTER OF AGREEMENT #1

between

PENN-CO CONSTRUCTION CANADA LTD.
and **PENN-CO CONSTRUCTION CANADA (2003) LTD.**
hereinafter referred to as the "Employer"

and

CONSTRUCTION WORKERS LOCAL 52
affiliated with the **Christian Labour Association of Canada**
hereinafter referred to as the "Union"

Re: Conditional Project Provision

Where the Employer is bound, as a condition of a project contract, to conditions not foreseen at the time this Collective Agreement was negotiated, the Union and the Employer shall meet to negotiate terms specific to that project.

DATED at Blumenort, Manitoba this 5th day of October, 2011.

SIGNED on behalf of
Penn-Co Construction
Canada Ltd

SIGNED on behalf of
CLAC Local 52

Original signed by Dan Reimer

Employer Representative

Original signed by Geoff Dueck Thiessen

CLAC Representative

Original signed by Dave Caron

Employer Representative

CLAC Representative

Employer Representative

Original signed by Matthew Brown

Member Negotiating Committee

LETTER OF AGREEMENT #2

between

PENN-CO CONSTRUCTION CANADA LTD.
and **PENN-CO CONSTRUCTION CANADA (2003) LTD.**
hereinafter referred to as the "Employer"

and

CONSTRUCTION WORKERS LOCAL 52
affiliated with the **Christian Labour Association of Canada**
hereinafter referred to as the "Union"

Re: Superintendents

Notwithstanding Article 5 and Article 7 of this agreement, the Employer may request a meeting with the Union to discuss transferring superintendents into the bargaining unit when there is a shortage of projects for superintendents. Superintendents, who take on bargaining unit work temporarily, may remain outside of the bargaining unit for six (6) months, at which time the Union and Employer will discuss. If the discussion does not happen, dues will be deducted retroactively to the six (6) month date.

DATED at Blumenort, Manitoba this 5th day of October, 2011.

SIGNED on behalf of
Penn-Co Construction
Canada Ltd

SIGNED on behalf of
CLAC Local 52

Original signed by Dan Reimer

Employer Representative

Original signed by Geoff Dueck Thiessen

CLAC Representative

Original signed by Dave Caron

Employer Representative

CLAC Representative

Employer Representative

Original signed by Matthew Brown

Member Negotiating Committee

LETTER OF AGREEMENT #3

between

PENN-CO CONSTRUCTION CANADA LTD.
and **PENN-CO CONSTRUCTION CANADA (2003) LTD.**
hereinafter referred to as the "Employer"

and

CONSTRUCTION WORKERS LOCAL 52
affiliated with the **Christian Labour Association of Canada**
hereinafter referred to as the "Union"

Re: Local hires on First Nations projects

The Union acknowledges that special arrangements may be required in order for the Employer to secure construction work for itself and the bargaining unit where it seeks to bid or negotiate to provide construction services to a First Nation.

The Union recognizes that in order to secure such construction work, the Employer requires the flexibility to meet any First Nation requirement with respect to local or Band employment opportunities.

The Union therefore agrees that the Employer is entitled to enter into an arrangement with any First Nation that compels the Employer to employ such personnel as may be determined by the First Nation and to enter into compensation arrangements for such personnel consistent with the employment policies that the First Nation deems appropriate to advance the special interests of the First Nation, notwithstanding any provisions in the collective agreement.

Any First Nation employment preference secured pursuant to an agreement between a First Nation and the Employer with respect to construction work performed for a First Nation shall supersede any seniority provision of the collective agreement.

All First Nation personnel hired pursuant to any such arrangement between the Employer and a First Nation shall be members of the bargaining unit and subject to the provisions of the collective agreement except as provided herein.

DATED at Blumenort, Manitoba this 5th day of October, 2011.

SIGNED on behalf of
Penn-Co Construction
Canada Ltd

SIGNED on behalf of
CLAC Local 52

Original signed by Dan Reimer

Employer Representative

Original signed by Geoff Dueck Thiessen

CLAC Representative

Original signed by Dave Caron

Employer Representative

CLAC Representative

Employer Representative

Original signed by Matthew Brown

Member Negotiating Committee

LETTER OF UNDERSTANDING #1

between

PENN-CO CONSTRUCTION CANADA LTD.
and **PENN-CO CONSTRUCTION CANADA (2003) LTD.**
hereinafter referred to as the "Employer"

and

CONSTRUCTION WORKERS LOCAL 52
affiliated with the **Christian Labour Association of Canada**
hereinafter referred to as the "Union"

Re: Pre-Job Conferences

In order to ensure that pre-job conferences will be held in a timely manner, the Employer has assigned the task of facilitating these conferences to the Vice-President of Administration. The Employer commits that the Vice-President of Administration will notify the Union when new projects are awarded to the Employer, and will coordinate and participate in the pre-job conferences.

DATED at Blumenort, Manitoba this 5th day of October, 2011.

SIGNED on behalf of
Penn-Co Construction
Canada Ltd

SIGNED on behalf of
CLAC Local 52

Original signed by Dan Reimer

Employer Representative

Original signed by Geoff Dueck Thiessen

CLAC Representative

Original signed by Dave Caron

Employer Representative

CLAC Representative

Employer Representative

Original signed by Matthew Brown

Member Negotiating Committee



PENN-CO CONSTRUCTION CANADA (2003) LTD.

16 Penner Dr
Blumenort MB R0A 0C0

Telephone: 204-326-1341

Facsimile: 204-326-4967

www.penn-co.com



**CONSTRUCTION WORKERS LOCAL 52
CHRISTIAN LABOUR ASSOCIATION OF CANADA**

2-396 Assiniboine Ave
Winnipeg MB R3C 0Y1

Telephone: 204-989-0198

Toll Free: 1-877-989-2522

Facsimile: 204-942-6967

winnipeg@clac.ca

www.clac.ca