

# **COLLECTIVE AGREEMENT**

Between

**ONTARIO REDIMIX (HAMILTON)**

and

**CLAC LOCAL 6**

**DURATION: April 1, 2019 – March 31, 2022**

# **COLLECTIVE AGREEMENT**

Between

**CRH CANADA GROUP INC. operating as  
ONTARIO REDIMIX (ORM HAMILTON OPERATIONS)  
(hereinafter referred to as "the Employer")**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 6  
(hereinafter referred to as "the Union")**

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## COLLECTIVE AGREEMENT

### ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and function of the parties hereto;
  - b. to establish working conditions, hours of work, wage rates and benefits set forth herein;
  - c. to establish an orderly system for the promotion, transfer, layoff and recall of employees;
  - d. to establish a prompt, just and equitable procedure for the disposition of differences arising out of this Agreement;
  - e. and generally, through the full and fair administration of all 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.
- 1.02 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as, the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act*.
- 1.03 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context requires.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and/or classified in Schedule A attached hereto and made part hereof.
- 2.02 This Agreement covers all employees of the Employer working at Hamilton, Ontario, save and except foremen, batcher-dispatcher, and those above the rank of foreman and batcher-dispatcher, office, sales and technical staff and loader operator.
- 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, 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 Union acknowledges that it is the function of the Employer and the Employer has the exclusive right:
- a. to manage the enterprise, including the scheduling of work and the control of materials and to exercise all the customary prerogatives of management, except those specifically curtailed in this Agreement;
  - b. to maintain order, discipline and efficiency, and to make, alter and amend rules of conduct and procedure for employees, provided that such rules are consistent with the

terms of this Agreement and are administered in a fair and reasonable manner;

- c. to hire, direct, transfer, promote, layoff, suspend, discharge, or otherwise discipline employees, provided that such actions are consistent with the terms of this Agreement and provided that a claim by any employee who has been disciplined or discharged without just cause will be subject of the Grievance Procedure hereinafter set forth.

2.05 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 a result of the subcontracting out of the work.

2.06 The Employer may subcontract out work, however, 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 is competitive in terms of price, cost, quality or within projected time limits.

### **ARTICLE 3 - UNION REPRESENTATION**

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a. The Union has the right to appoint an employee of the Employer to act as Steward. The Steward is a representative

of the employees in certain matters pertaining to this Agreement, including the processing of grievances.

b. Christian Labour Association of Canada (CLAC) Representatives are 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 enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

3.03 A Steward will not absent himself from his work to deal with the grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably. The Employer will pay the Steward at his regular hourly rate while he attends to dealing with grievances under Article 17.05 of the Grievance Procedure whenever this takes place during the regular working hours of the Steward.

3.04 The Employer may meet periodically with its employees for the purpose of discussing matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meeting if that is requested by an employee.

3.05 There shall be no Union activity on the Employer's time or on the Employer's premises, except that which is necessary for the purpose of processing grievances under this Agreement.

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- 3.06 The parties agree that they will meet as required to discuss matters of mutual interest and concern.
- 3.07 The Union has the right to appoint not more than two (2) members to a bargaining committee. The Employer agrees to pay one (1) of the bargaining committee members for all time spent on negotiations which take place during their scheduled work hours. It is agreed the Union will pay for the second bargaining committee member.

**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, and there shall be no strike, slowdown, or any stoppage or suspension of work, either complete or partial, for any reason by employees which would restrict or interfere with the Employer's operation.
- 4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

**ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 5.01 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.
- 5.02 New employees will be hired on a ninety (90) day probationary period, and thereafter shall attain regular employment status.



An employee's name shall be placed on the seniority list with the starting date shown as the first day he worked after completing the ninety (90) day probationary period.

A probationary employee may be terminated at the sole discretion of the Employer.

- 5.03 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or a Union Representative in order to give such Steward or a Union Representative an opportunity to describe the Union's purposes and representation policies to such new employees.

## **ARTICLE 6 - CHECK-OFF**

- 6.01 The Employer shall deduct from the wages of each employee, beginning with the commencement of employment, once each pay period, the amount equal to union dues. The total amount will be turned over to the Union Treasurer each month, within two (2) weeks after the deductions are made, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. For clarification, dues are to be remitted once per month.
- 6.02 Employees who cannot support the Union because of conscientious objection, as determined by the Union's internal guidelines, may apply to the Union in writing.

**ARTICLE 7 - WAGES AND RATES OF PAY**

- 7.01 Wage schedules applicable to various job classifications are as set forth in Schedule A. Wages will be paid bi-weekly by direct deposit on Friday to employee's bank account. Pay stubs will be available by the following Tuesday.
- 7.02 The rates of pay for additional classifications established during the term of this Agreement shall be subject to negotiation between the Employer and the Union.
- 7.03 If an employee is promoted to a higher job classification, he shall receive the rate in effect in the classification to which he is promoted.
- 7.04 The Employer agrees to pay four (4) hours of wages for an employee called in, as well as the employee who reports for work in the usual manner and is prevented from starting work due to any cause not within his control. Employees may be assigned to perform safe reasonable work related to the employee's duties CRH Canada Group Inc. operating as Ontario Redimix (ORM Hamilton Operations), at the appropriate rate of pay. If an employee, at his option, decides to go home when notified that regular work is not available, he will receive one (1) hour of straight time pay.

**ARTICLE 8 - HOURS OF WORK, OVERTIME AND SUNDAY LABOUR**

- 8.01 The normal workweek shall consist of forty four (44) hours per week.
- 8.02
- a. All hours worked in excess of the weekly limitation (worked at straight time) shall be paid for at time and one-half (1½)

the employee's regular rate, and all work performed by an employee in excess of nine (9) hours per day shall be paid at the rate of time and one-half (1½) the employee's regular rate. All work performed on Saturday shall be paid for at time and one-half (1½) the employee's regular rate. There shall be no duplication of overtime.

- b. If called in later than 2:00 p.m. any time worked or paid past 6:00 p.m. shall be paid at one and one-half (1½) times the employee's regular rate for the duration of the shift.

**8.03**

- a. The employee's normal starting time shall not be after 9:00 a.m. When on layoff an employee does not have to be available for work after 9:00 a.m.
- b. To help support the needs of the business and coordinate a level of readiness to work, any employee who has not received a start time must call the plant by 9:00 a.m. to confirm availability for work or be advised he may not be needed that day.
- c. The most senior driver has the option of quitting for the day at 3:00 p.m. or after six (6) hours worked providing junior drivers have already been called in and are able to perform the required duties with permission of the Employer.

8.04 Call in for all work will be done by seniority (Article 11.02), except as provided in Article 8.05 and 8.06.

**8.05 Saturday Work**

Saturday work shall be distributed as follows:

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- a. The Employer will post a list by Thursday at 12:00 noon for drivers to indicate their willingness to work on the Saturday indicated. This list will come down Friday at 4:00 p.m.
  - b. Saturday work will be assigned by seniority to those drivers who have indicated a willingness to work.
  - c. If there is still an insufficiency of drivers, drivers who have not volunteered to work will be obligated to work starting with the most junior drivers.
  - d. If there are still insufficient drivers available to work, the Employer has the right to assign the work to rental trucks or casual drivers in order to fulfill customer orders.
  - e. If insufficient drivers have volunteered for a Saturday, those that are required (forced) to come in shall be given priority for early release. The company will take every reasonable effort to meet this request. The driver should call in and notify dispatch of their request.
- 8.06 It is understood that drivers in training can be called in out of seniority to shadow a senior driver but cannot do production work independently until all more senior drivers have been called in.
- 8.07 Work shall not normally be performed on Sunday. However, if circumstances necessitate work on Sunday, time worked shall be paid at the rate of two times (2x) the regular rate of pay. The Employer agrees to respect the convictions of employees who prefer not to work on Sunday and will not discriminate against them.

Sunday work shall be distributed in the same manner as Saturday work.

## **ARTICLE 9 - VACATIONS AND VACATION PAY**

### **9.01**

- a. Employees who have completed less than twelve (12) months of service with the Employer as of July 1<sup>st</sup>, shall receive up to two (2) weeks vacation subject to scheduling and business requirements. Vacation pay shall be accrued to July 1<sup>st</sup>.
- b. Employees who have completed twelve (12) months but less than four (4) years of service, shall receive two (2) weeks of vacation with pay equal to four percent (4%) of their previous annual gross earnings, not to exceed actual accrual.

### **9.02**

- a. Employees who have completed four (4) years of service with the Employer shall receive three (3) weeks vacation with pay equal to six (6) per cent of their annual gross earnings.
- b. Upon completion of ten (10) years of service with the Employer an employee shall receive three (3) weeks vacation with pay equal to seven (7) per cent of their annual gross earning.
- c. Upon completion of twelve (12) years of service with the Employer an employee shall receive eight (8) per cent of their annual gross earnings and four (4) weeks vacation.

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- d. Upon completion of fifteen (15) years of service an employee shall receive five (5) weeks vacation with pay equal to ten (10) percent of the annual gross earnings.
  - e. All vacation pay shall be paid out in a lump sum twice annually with the first pay period in July and the last pay period in December; or if an employee requests their ROE then the vacation pay will be paid with their ROE request. The lump sum vacation pays will be taxed separate. The employee can also request, before their first pay of the New Year, that their vacation pay be paid out bi-weekly as the vacation pay is accrued.
- 9.03 Employees shall be entitled to have at least one (1) week of vacation during the summer vacation season. Employees entitled to more vacation will take the remainder of their vacation period prior to or after the summer vacation season. The Employer shall give all employees with more than four (4) years seniority who request it a second week of their vacation during the summer vacation season. The summer season is defined as the months of June - September of each year.
- 9.04 It is agreed that only one (1) driver who has acquired seniority under the terms of this Agreement shall be away on vacation at any time during the summer season, subject to scheduling and availability of replacement drivers.
- 9.05 The Employer shall post annually, on March 15, a sheet on which employees may choose their vacation period via vacation request form. This list and vacation request form shall be completed by the employees no later than April 15 and submitted to dispatch for approval. Thereafter, any request for further changes to the final schedule must be made to the

Employer giving the Employer at least three (3) weeks' notice and shall not be permitted if the requested change would result in a change of vacation time for any other employee. Any conflict with respect to vacation choice made prior to April 15, will be settled on the basis of seniority. The Employer agrees to approve or deny employee's vacation request within two (2) weeks submission after the date of April 15.

## **ARTICLE 10 - STATUTORY HOLIDAYS**

10.01 The Employer agrees to pay at the regular rate of pay for nine (9) hours per day for the following ten (10) holidays:

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

10.02 The work performed on any of the holidays mentioned in Article 10.01 shall be paid at the regular rate of one and one half (1½) times the regular rate in addition to the holiday pay. The work performed on any such holidays by a probationary employee shall be paid at the rate of one and one half (1½) times the regular rate of the probationary employee only.

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

- a. have served their probationary period (it is understood that probationary Employees will be paid holiday pay per the *Employment Standards Act, 2000*);
- b. have not been absent from work due to sickness or injury for a period longer than twenty-one (21) consecutive days immediately prior to the holiday;

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- c. have worked or are available for work the regularly scheduled workday immediately preceding and the regularly scheduled workday immediately following the holiday. Any employee who is absent with the permission of the Employer on either or both of the qualifying days shall receive pay as aforesaid for such holiday, except in the case of extended leaves of absence in excess of twenty-one (21) consecutive days;
  - d. have not been laid off for a period longer than twenty-one (21) calendar days immediately prior to the holiday.
- 10.04 When one of the above-mentioned holidays falls on a Saturday or Sunday, the day proclaimed shall be the day observed. If no other day is proclaimed, the employee shall be paid the holiday in accordance with the conditions outlined in Article 10.01 and 10.02.
- 10.05 Should any paid holiday fall during the vacation period of the employee, he shall be paid for such holiday at the regular rate for nine (9) hours in addition to his vacation pay.
- 10.06 An employee will forfeit pay for the holiday if he / she has been absent without permission on the working day before the holiday or the working day following the holiday, if scheduled to work either or both, unless absent because of a bona fide illness or injury. The Employer may require a medical certificate as proof of illness or injury.
- 10.07 For the purpose of calculating overtime, the paid holidays shall be considered as time worked.
- 10.08 During Christmas, if an employee is laid off but available for call-in, he shall be paid for Christmas Day or Boxing Day but not



both, unless he has worked within fifteen (15) days prior to Christmas.

## **ARTICLE 11 - SENIORITY AND LAYOFFS**

11.01 Seniority of employees shall be recognized within their respective trade and job classifications.

11.02

Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the seniority status of an employee within its jurisdiction.

11.03 Seniority rights shall cease for any employee who:

- a. voluntarily quits the employ of the Employer;
- b. is discharged and such discharge be not reversed through the Grievance Procedure;
- c. is absent from work without permission from the Employer and/ or no justifiable reason being given to the Employer for more than two (2) working days on any single occasion;
- d. fails to return to work within five (5) days after notification to his address on record with the Employer (notice sent by the Employer to an employee's last recorded address shall be sufficient and effective notice.);
- e. fails to report on the first day following the expiration of a leave of absence, unless he has a reason acceptable to the Employer; provided that the Employer, in determining

whether or not the reason for the employee's failure to report is acceptable, will exercise its judgement in a reasonable manner;

- f. uses an approved leave of absence for reasons other than those specified (excluding traditional layoff);
- g. is laid off for a continuous period of more than twelve (12) consecutive months.

11.04 In case of layoffs, the Employer will give such recognition to the seniority standings of the employees as the continued proper performance of his work will permit. Ability to perform available work being relatively equal, the rule shall prevail that the employee having most seniority shall be laid off last and recalled first.

11.05 Any employee laid off and recalled for work must return within three (3) workdays after being recalled, or make definite arrangements with the Employer to return.

11.06

- a. Employees for whom no work is available for three (3) consecutive working days shall, upon request, receive their Record of Employment (ROE). However, the Employer may call employees according to seniority on day to day basis requesting them to report for work when available and if such employees performed such work on an irregular basis, while laid off, such layoff shall not be considered as terminated.
- b. If a plant closure is planned and the closure will be greater than two (2) weeks, the Employer will provide employees with a two (2) week written notice of such plant closure. If a

plant shutdown is planned for maintenance or repair and the shutdown will be greater than two (2) weeks, the Employer will provide employees with a one (1) week written notice.

11.07 It is understood and agreed when concrete needs to be delivered that mixer drivers will be called in to do the work in order of seniority as outlined in Article 11.02.

11.08 Employees promoted to supervisory positions or transferred to positions not subject to this agreement will retain their seniority after such move and if returned for any reason to their former position in the bargaining unit with a twelve month period, the time served in such other position shall be included in their seniority rating. Such employees shall forfeit all recourse to the grievance procedure whilst employed in a position or classification outside the bargaining unit.

## **ARTICLE 12 - BENEFIT PLAN**

12.01 In order to protect the employees from the financial hazards of illness or accident, the Employer agrees to accept the conditions governing the CLAC Health Fund.

The Health Fund, maintained and administered by CLAC and supervised by a Board of Trustees, provides for a certain amount of income in case of inability to work due to sickness or accident not covered by Workplace Safety & Insurance Board, a life and dismemberment insurance, a major medical health insurance, a dental plan and additional benefits to be determined by the Union.

12.02

- a. The Employer agrees to remit an amount as outlined in Schedule A, for each hour worked by each employee covered under this Agreement. Such contributions are paid toward the Benefit Plan administered by the CLAC Health Fund. For new employees who successfully complete the probationary period, the Employer agrees to remit a retroactive payment of the Health Fund contribution outlined in Schedule A, for all hours worked from date of hire to the end of the probationary period.
- b. The Employer agrees to deduct a further amount, as outlined in Schedule A from each employee's pay and remit with the above amount as premiums for long term disability insurance.

12.03 The Union will indemnify and save the Employer harmless from any and all claims and causes of action which may be made against the Employer by an employee or employees for amounts deducted from the employee's pay as provided in Article 6.01 and for the amounts as remitted by the Employer on behalf of the employees as provided in Article 12.02. In the event that the Employer fails to comply with Article 6.01 or 12.02 by not remitting to the Union, Article 12.03 will not apply.

12.04 The Union commits itself to keep each employee for whom the Employer has remitted covered for this benefit as long as there is enough money standing to the credit of an individual employee's account.

In case there is not enough money standing to the credit of an individual employee's account, the employee will be notified

by the Union and given an opportunity to remain covered under a pay-direct basis.

12.05 The Employer's contribution to the Benefit Plan shall be recorded on a remittance sheet supplied by the Union. On these sheets the Employer will enter:

- a. name of employee;
- b. total hours worked during the month for which remittance is made;
- c. date of hire for new employees only;
- d. date of termination;
- e. hourly rate of pay;
- f. total sum of Employer contribution;
- g. amount of union dues deducted.

The Employer will forward two (2) copies of the remittance sheet plus one cheque for the combined amount of the Employer's contribution to the Union monthly, **not later than the fifteenth day of the following month.**

Information cards will be supplied by the Union.

12.06 All money being earned by the employee, such as the Employer's contribution to the Benefit Plan as well as deductions made from the employee's wages, such as Union dues, is a Trust Fund in the hands of the Employer until the money is paid to the Union.

### **ARTICLE 13 - PENSION PLAN**

13.01 The Employer and the Union agree to give full cooperation to the Union Pension Plan registered with the Financial Securities Commission of Ontario as Pension Plan 0398594 for the benefit

of all employees covered under this Agreement. The Pension Plan, maintained and administered by the Union and supervised by a Board of Trustees, provides for a certain amount of pension income.

13.02 The Employer agrees to pay the amount specified on Schedule A to the Union Pension Plan for each hour worked by each employee covered under this Agreement as an irrevocable contribution to the Union's Pension Plan.

13.03 The Employer's contribution to the Union's Pension Plan shall be recorded on a remittance sheet supplied by the Union. On these sheets, the Employer will enter:

- a. name of employee;
- b. total hours worked during the month for which the remittance is made;
- c. date of hire for new employees only;
- d. date of termination (where applicable);
- e. address for new employee only;
- f. date of birth for new employees only;
- g. telephone number for new employees only.

The Employer will forward two (2) copies of the remittance sheet plus accompanying cheque to the Union **not later than the fifteenth of the following month.**

13.04 The Employer agrees to deduct an additional amount by way of payroll deduction and remit to the Union's Benefit Administration Office, voluntary employee pension contributions over and above the contributions noted in Schedule A. Such amounts shall not exceed the limits established by Revenue Canada. These monies will be recorded separately on the Employer's monthly remittance to

the Benefit Administration Office. A request for such deductions shall be submitted to the Employer in a format provided by the Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office with the first remittance of such additional voluntary contributions. Employees may change, commence or terminate their voluntary additional contributions effective January 1 and July 1 of every year.

#### **ARTICLE 14 - SAFETY**

- 14.01 The Employer will provide a place of employment which shall be safe for the employees during working hours and shall use necessary or required safety devices and shall adopt and use methods and processes to render it safe and shall do whatever is reasonably 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.
- 14.02 The Employer agrees to supply, free of charge, each employee with appropriate personal protective equipment specific to site requirements, such as; safety hats, safety glasses, masks, rubber gloves, filters, fire retardant pants, and safety vests. The Employer agrees to replace any safety items noted above should an employee return them in worn or broken condition.
- 14.03 The employees shall elect a Worker Representative to attend Health & Safety Meetings and to report back to the employees on the results of these meetings. The Worker Representative will also be involved in the monthly site inspections, attend to any work refusal or investigation and report thereon.

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14.04 No employee shall be required to operate an unsafe truck. Such trucks shall be reported and repaired. The Employer undertakes to not load ready mix trucks beyond their maximum drum capacity.

14.05 Drivers will have the right to refuse conveyor loads if there is inadequate lighting or during a thunderstorm.

14.06

a. The Employer agrees to provide a clothing allowance of two hundred dollars (\$200.00) annually for employees who have successfully completed the probationary period. The allowance may be used to purchase CSA approved safety boots, clothing and accessories, e.g. hard hat liners, that employees need to carry out their job duties. Upon receipt of proof of purchase(s), the employee will be reimbursed up to two hundred dollars (\$200.00) on the next payroll(s) as tax exempt earnings.

**ARTICLE 15 - REST PERIODS**

15.01 If and when lunch is to be taken, the lunch period shall be between 11:30 a.m. and 1:30 p.m., but such lunch period shall not be considered as time worked. Lunch may be no longer than one (1) hour.

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



**ARTICLE 16 - LEAVES OF ABSENCE AND BEREAVEMENT PAY**

16.01 An employee may, at the discretion of the Employer, be granted leave of absence without pay for legitimate reasons. Such leave must be provided in writing and the employee must return on the expiration of the leave or be deemed terminated. If the employee requests to return before the end of such leave he shall be placed in the junior position on the seniority list until the date of the leave of absence ends, at which time he shall be reinstated to his rightful place on the seniority list.

16.02 The above shall not preclude extension for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.

Leaves of absence for medical reasons, shall be granted as required. Statutory leaves shall be granted as per the applicable statute e.g. parental leave. Seniority shall be continued during such leave.

16.03 The immediate family in this Article 16 shall mean: mother, father, step father, step mother, brother, sister, spouse and children of the employee.

16.04 In case of a death in the immediate family, an employee shall receive a maximum leave of absence for three (3) working days regular rate of pay for nine (9) hours' pay provided the employee concerned attends the funeral. For clarity, immediate family shall mean spouse, children, mother, father, parents-in-law, sister, brother, and sister and brother-in-law.

In case of the death of a grandparent, grandchild, uncle, or aunt of the employee, the employee shall receive a leave of

absence with pay for one (1) working day at regular rate of pay for nine (9) hours' pay provided the employee concerned attends the funeral.

Payment of bereavement leave shall be to compensate for lost regular work days.

Additional unpaid compassionate leave may be granted, upon request.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

- 17.01 The parties to this Agreement recognize the Stewards and the Union Representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- 17.02 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) workdays (Saturdays, Sundays and Holidays excluded) 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.
- 17.03 A "Group Grievance" is defined as a single grievance, signed by a Steward or a Union 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.

17.04 A “Policy Grievance” is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 18, by-passing Steps 1 and 2. Such Policy Grievance shall be signed by a Steward or a Union Representative, or in the case of a Employer's Policy Grievance, by the Employer or its representative.

**17.05 Step 1**

An employee having a grievance will, accompanied by a Steward or a Union Representative, submit the same to his immediate supervisor within five (5) workdays (Saturdays, Sundays and holidays excluded) of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the fifth (5<sup>th</sup>) workday (Saturdays, Sundays and holidays excluded) following the day on 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 workdays (Saturdays, Sundays, and holidays excluded) of the decision under Step 1, or within five workdays (Saturdays, Sundays and holidays excluded) 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 its decision in writing within five (5)

workdays (Saturdays, Sundays and holidays excluded) following the said meeting.

## **ARTICLE 18 - ARBITRATION**

- 18.01 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.
- 18.02 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.
- 18.03 The parties agree that if a grievance is not resolved via the grievance procedure, it shall be referred to a sole grievance mediator/arbitrator. If the parties cannot agree on a mediator/arbitrator, they may request the Minister of Labour to appoint one.
- 18.04 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may appoint a mediator/arbitrator.
- 18.05 The mediator/arbitrator shall assist the parties in resolving the grievance. If mediation fails, the matter in dispute shall be arbitrated by the mediator/arbitrator who will render a decision. The decision is binding on all parties to the grievance.
- 18.06 Each of the parties will bear half the expense of the mediator. The party who forwards a matter to arbitration will bear the full expense of the arbitrator.

## ARTICLE 19 - DISCHARGE, SUSPENSION AND WARNING

- 19.01 Except in cases of gross misconduct, the Employer agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct does not meet acceptable standards of competence, training, skill-levels, cooperation, cleanliness or other relevant criteria. The purpose of progressive discipline is to provide reasonable opportunity to the employee to learn, adapt and adjust to the practices and procedures of the Employer and to improve his or her performance of the duties assigned.
- 19.02 When the attitude or performance of an employee calls for a warning or other discipline by the Employer, it shall be in writing and given to the employee. If requested a Steward or other employee will attend as witness. A copy shall be sent to the Union office. After twenty-four (24) months any notations shall not be considered for disciplinary purposes, excluding for any discipline for workplace violence and harassment or health and safety violations of the *Health & Safety Act* and applicable regulation.
- 19.03 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays (Saturdays, Sundays and holidays excluded) 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) workdays (Saturdays, Sundays and holidays excluded) following the interview, the Union may file a grievance at Step 2 or submit the complaint to arbitration.

**ONTARIO REDIMIX (HAMILTON)**

**COLLECTIVE AGREEMENT: April 1, 2019 – March 31, 2022**

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- 19.04 In the event of a probationary employee being unable to perform full duties due to illness or injury, extended leave of absence, the time he/she is away from full duties will be added to the probationary period with consultation with the Union.
- 19.05 A physician's note verifying the employee's fitness to return to work shall be required should an absence exceed three (3) working days in duration and may also be required where the Employer has reasonable cause for concern.

**ARTICLE 20 - DURATION**

20.01 This Agreement shall be effective on the first day of April, two thousand and nineteen (2019) and shall remain in effect until the thirty first day of March, two thousand and twenty two (2022) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein, within ninety (90) days prior to the renewal day. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

DATED at \_\_\_\_\_ , ON, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed on behalf of  
**CRH CANADA GROUP INC. operating as**  
**ONTARIO REDIMIX (ORM HAMILTON OPERATIONS)**

Per \_\_\_\_\_ Per \_\_\_\_\_

Signed on behalf of  
**CONSTRUCTION WORKERS UNION, CLAC LOCAL 6**

Per \_\_\_\_\_ Per \_\_\_\_\_

**SCHEDULE “A”**  
**CLASSIFICATIONS AND HOURLY RATES**

<b>Classification</b>	<b>Prev Rate</b>	<b>Apr 1/19</b>	<b>Apr 1/20</b>	<b>Apr 1/21</b>
Mixer Driver	\$27.60	\$28.15	\$28.70	\$29.30

- a. Probationary employees shall be paid at the rate of seventy five cents (75¢) less than the qualified hourly rate in effect.
- b. Benefits as per Article 12 will be paid as follows:
  - April 1, 2019 - \$2.28 per hour worked
  - April 1, 2020 - \$2.28 per hour worked
  - April 1, 2021 - \$2.28 per hour worked
- c. Pension as per Article 13 will be paid for each hour worked as follows:

<b>Pension</b>	<b>Prev Rate</b>	<b>Apr 1/19</b>	<b>Apr 1/20</b>	<b>Apr 1/21</b>
	\$3.40	\$3.40	\$3.40	\$3.40

- d. When new equipment and/or new employees start or a change in assignment of vehicles must occur because of problems, the Employer shall meet with the Union to mutually agree on the fairest assignment of equipment. In the event of a dispute, management shall decide.
- e. **Batcher:** A driver who works as a batcher/dispatcher shall be paid \$1.50 above the mixer driver rate for time so worked.
- f. All ready-mix truck operations shall be conducted by unionized personnel unless in an emergency situation.



**ONTARIO REDIMIX (HAMILTON)**  
**COLLECTIVE AGREEMENT: April 1, 2019 – March 31, 2022**

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The Parties agree that should a truck need operating but no driver is available and the Employer has done everything reasonable to bring in a driver, the Employer may use non-Union personnel to operate the vehicle.

**LETTER OF UNDERSTANDING #1**

Between

**CRH CANADA GROUP INC. operating as**  
**ONTARIO REDIMIX (ORM HAMILTON OPERATIONS)**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 6**

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**ASSIGNMENT OF TRUCKS**

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The above parties hereby agree to the following:

From May 1 to November 1 of each year, all drivers are to drive their assigned truck. If their assigned truck breaks down, the Employer may assign any spare truck available in the yard, or if no spare truck, then the assigned truck of a junior driver in the yard.

From November 1 to May 1 of each year, drivers will drive trucks as assigned by management.

**LETTER OF UNDERSTANDING #2**

Between

**CRH CANADA GROUP INC. operating as**  
**ONTARIO REDIMIX (ORM HAMILTON OPERATIONS)**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 6**

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**CONVEYOR OPERATOR**

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Employees operating a conveyor equipped ready mix trucks will be paid a premium per load, for all concrete placed over the conveyor in the following amounts:

50' Conveyor \$20.00

40' Conveyor \$15.00

Should stone be placed by the conveyor, a premium of eighty cents (\$0.80) per metric tonne will apply.

It is further agreed that should the situation arise where a customer requests conveyor delivery and sufficient senior Ready Mix Truck Operators are not called in to get to the next conveyor operator, that a conveyor operator, junior to the next driver on call may be called in ahead of such senior drivers, as is required to meet the customer demand, without payment to the senior drivers for such hours or part thereof that the junior conveyor operator may have preceded them in advance call in.

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**COLLECTIVE AGREEMENT: April 1, 2019 – March 31, 2022**

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It is understood that this compensation is in recognition of the extra daily maintenance and cleaning procedures necessary to the proper operation of the truck mounted conveyor.

A conveyor operator can be worked for four (4) hours before another driver is called in to work, unless the workload dictates otherwise. During the winter months (November 1 to April 15) the senior driver must be called in to work before the conveyor operator can continue to work the four (4) hours.

The Employer will post a notice requesting employees interested to become a conveyor operator, to sign the notice. Such employees will receive the required training and be then placed on a list of “spare” conveyor operators, by seniority. These employees will be used to fill temporary and by application, permanent conveyor operator vacancies. If an insufficient number of drivers apply, the Employer will select an appropriate number of drivers, starting with the lowest seniority, subject to skill and ability, to fill the vacancies of each location.

**LETTER OF UNDERSTANDING #3**

Between

**CRH CANADA GROUP INC. operating as**  
**ONTARIO REDIMIX (ORM HAMILTON OPERATIONS)**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 6**

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**LOADING FROM OTHER PLANTS**

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Whereas the Employer and the Union are bound by a Collective Agreement effective from April 1, 2019 to March 31, 2022, and any renewals thereof.

The Employer and the Union agrees as follows:

Parties agree the drivers based out of the Hamilton plant will be permitted to load out of the following DC Burlington, DC Hamilton, DC Beamsville and ORM Milton. Loading out of other plants is on a voluntary basis.

It is agreed by the parties that this letter shall expire on March 31st, 2022 and will require renewal by the parties for its continuance.

**LETTER OF UNDERSTANDING #4**

Between

**CRH CANADA GROUP INC. operating as**  
**ONTARIO REDIMIX (ORM HAMILTON OPERATIONS)**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 6**

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**HOURS OF WORK**

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Whereas the Employer and the Union are bound by a Collective Agreement effective from April 1st, 2019 to March 31st, 2022,

And Whereas the Employer and the Union wish to clarify certain matters and ensure compliance with the *Employment Standards Act, 2000*, particularly as amended by Bill 63;

Now Therefore the Employer and the Union agree as follows:

The Union, as the exclusive bargaining agent of the Employees covered under the Collective Agreement, agrees that the Employees may if required by the Employer work in excess of the daily and/or weekly limits set out in ss. 17 (1) of the *Employment Standards Act 2000*, up to thirteen (13) hours per day and/or sixty (60) hours per week,

This Letter of Agreement is consistent with the Collective Agreement, and

**ONTARIO REDIMIX (HAMILTON)**  
**COLLECTIVE AGREEMENT: April 1, 2019 – March 31, 2022**

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The Employer acknowledges that upon execution of this Letter of Agreement it shall be compliant with sections 17 and 17.1 of the *Employment Standards Act, 2000*, as those sections read effective March 1, 2005.

It is agreed by the parties that this letter shall expire on March 31st, 2022 and will require renewal by the parties for its continuance.

**LETTER OF UNDERSTANDING #5**

Between

**CRH CANADA GROUP INC. operating as**  
**ONTARIO REDIMIX (ORM HAMILTON OPERATIONS)**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 6**

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**WINTER WORK PERIOD**

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Whereas the Employer and the Union are bound by a Collective Agreement effective from April 1st, 2019 to March 31st, 2022

It is agreed to that the employer and member of the union will met in November to discuss the allocation of Winter work.

It is agreed by the parties that this letter shall expire on March 31st, 2022 and will require renewal by the parties for its continuance.



**LETTERS OF UNDERSTANDING – SIGNING PAGE**

Between

**CRH CANADA GROUP INC. operating as  
ONTARIO REDIMIX (ORM HAMILTON OPERATIONS)**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 6**

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The parties agree to abide by the five (5) Letters of Understanding contained herein.

DATED at \_\_\_\_\_, ON, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed on behalf of

**CRH CANADA GROUP INC. operating as  
ONTARIO REDIMIX (ORM HAMILTON OPERATIONS)**

Per \_\_\_\_\_

Per \_\_\_\_\_

Signed on behalf of

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 6**

Per \_\_\_\_\_

Per \_\_\_\_\_

**GRIMSBY MEMBER CENTRE**

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**CLAC RETIREMENT**

1-800-210-0200

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**CLAC TRAINING**

1-877-701-2522

**CLAC JOBS**

1-877-701-2522

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