

# **COLLECTIVE AGREEMENT**

BETWEEN

**ROYAL READY MIX INC.**

AND

**CONSTRUCTION WORKERS LOCAL 52**

**AFFILIATED WITH THE**

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

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**Duration June 16<sup>th</sup>, 2011 - June 15<sup>th</sup>, 2014**

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# **COLLECTIVE AGREEMENT**

**Between**

**ROYAL READY MIX**

(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")

**Period: June 16<sup>th</sup>, 2011 - June 15<sup>th</sup>, 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 equitable system for the promotion, 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 among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety and Insurance Act*, and the *Occupational Health and Safety Act*, all as amended.
- 1.04 In recognition of the mutually advantageous nature of the relationship of the parties the Employer shall contribute one-half ( $\frac{1}{2}$ ) of the printing costs of the collective agreement booklets that are distributed to the employees and management of the Employer.

**ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the bargaining agent in Ontario of all employees in the bargaining unit as defined in Article 2.02 and/or classified in Schedule B attached hereto and made part hereof.
- 2.02 The Employer recognizes and agrees that the Union is the exclusive bargaining agent of and that this agreement applies to all employees of Royal Ready Mix Inc., working in the Province of Ontario save and except non-working foremen, persons above the rank of non-working foreman, office and sales staff and specifically includes all employees employed by a division of Royal Ready Mix Inc.;
- a) In an emergency, when regular employees are not available;
  - b) In the instruction or training of employees;
  - c) In the performance of necessary work when difficulties are encountered on the job.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

2.04 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 enforce rules of conduct and procedure for employees that have been jointly drafted by the Employer and the Union. Such rules shall be consistent with the purpose and terms of this Agreement and shall be administered in a fair and reasonable manner;
- c) to hire, direct, transfer, promote, layoff, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee who has been disciplined or discharged without just cause will be subject to the Grievance Procedure.

2.05 The Employer may contract out work where:

- a) he does not possess the necessary facilities or equipment;
- b) he does not have and/or cannot acquire the required manpower;

However, work normally performed by the members of the bargaining unit will not be contracted out if employees qualified to do the work are on layoff, or if employees

qualified to do the work must be laid off, transferred, reclassified, or discharged as the result of the contracting out of work.

### **ARTICLE 3 – UNION REPRESENTATION**

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

- a) The Union has the right to appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law.
- c) The Union has the right to appoint Health & Safety Representatives in accordance with legislation. The Employer will excuse such Representatives from their work from time to time to participate in seminars or courses arranged by the Union. The Employer shall pay such Representatives for such time spent in Health & Safety meetings, and for all time lost as result of having to attend at such meetings.



- 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 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.
- 3.04 The Union has the right to appoint the members of a Negotiating Committee. Employees on the Committee shall be paid by the Employer at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned.
- 3.05 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A CLAC Representative may attend such meetings.
- 3.06 There shall be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.07 CLAC Representatives shall have the right to periodically visit job sites.

### 3.08 **Labour Management Relations Committee**

The Employer and the Union will establish and maintain a procedure of regular communication to promote greater understanding and better cooperation regarding all aspects of activity at the plants.

The Employer shall appoint one or two persons and the Union shall appoint or elect two persons to serve on the Labour Management Relations Committee. A CLAC Representative shall be part of the Committee when in attendance. Employees serving on the Committee shall be paid at their regular hourly rate for meeting time.

The Committee shall meet as often as deemed necessary to discuss any matters of concern placed before it by either one of the parties to this Agreement. A meeting of the Committee can be called at any time to deal with urgent matters, upon due notice by either party.

The Committee shall elect a recording secretary whose task shall be to accurately record the proceedings of each meeting. Minutes shall be distributed to the Employer and the Union as well as to members of the Committee and be posted for the information of employees.

## **ARTICLE 4 – NO STRIKES OR LOCKOUTS**

4.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any

stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

- 4.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

#### **ARTICLE 5 – EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union if any positions need to be filled or if new positions are created.
- 5.02 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 who are qualified to do the work.
- 5.03 New employees will be hired on a three (3) month probationary period, and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of their most recent hiring. At the time of the commencement of employment for each new employee, the Employer shall notify the Union in writing of the following:

- i) Name
- ii) Address
- iii) Classification

- 5.04 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Probationary employees are not entitled to the Benefits (Article 12) and the Pension Plan (Article 13). During the probationary period, an employee shall be considered to be employed on a trial basis and may be discharged at the discretion of the Employer.
- 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 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 employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

**ARTICLE 6 – CHECKOFF**

- 6.01 a) The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as continued within the Employer Dues Directive issued by the Union office.
- b) The Employer is authorized to deduct any administration dues owing by an employee to the Union when hired.
- c) The total amount(s) checked off and/or deducted on behalf of the Union will be turned over by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount turned over for each.
- 6.02 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.

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

7.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A". Wages will be paid weekly.

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. Failure to reach agreement shall be subject to the Grievance Procedure.

7.03 The Employer agrees to pay four (4) hours of wages in the event that the employee reports for work in the usual manner and is prevented from starting work due to any cause not within his control.

The Employer is permitted to find suitable work during this four (4) hour period. If an employee refuses these duties, then no payment shall be made.

7.04 a) All Drivers will confirm with dispatch or the office their start time for the following work day. If a driver is not given a start time they will be expected to start between 7:00-7:30 a.m.

b) On rain days drivers are expected to call dispatch to confirm cancellation orders by telephone.

- c) Employees who are “on-call” have to be available for work until 10:30 a.m. Employees who want “off call” before 10:30 a.m. must check with dispatch that morning.
- d) The Employer will endeavor to call all available employees for work that becomes available by 10:30 a.m. After 10:30 a.m. non-driver employees may be assigned to drive a ready mix truck.

## **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

- 8.01 Although the seasonal demands of customers make a regular workweek throughout the year impossible, it is the desire of the Union and the Employer to provide hours of work which will give satisfactory annual earnings to the employees. Due to the irregular nature of the workday and the workweek employees may be required to work in excess of eight (8) hours per day and fifty (50) hours per week.
- 8.02 A driver’s request for layoff will be considered and granted depending on the reason for the request and business requirements.
- 8.03
  - a) Employees who are called in to work between 6:00 p.m. and midnight shall be considered to be working a late shift and shall be paid a late shift premium of one dollar (\$1.00) per hour for each hour worked. Overtime rates will apply after ten (10) hours.

- b) Shop employees who work the night shift will be paid a shift premium of one dollar (\$1.00) per hour for each hour worked. Overtime shall apply after ten (10) hours on the night shift.

#### 8.04 **Starting Time**

Daily call in preference and starting times will be done in order of seniority as per Article 11.02

Drivers may waive their daily start/call in time and be “slotted in” for a time they are available, for good and sufficient reason. If no good or sufficient reason is given, they will go to the bottom of the list for that day. Good and sufficient reasons will include: family circumstances, personal appointments, circumstances beyond the drivers control, etc. as per agreed accommodation policy.

#### 8.05 **Saturday & Sunday Work**

- a) All hours worked on Saturdays shall be paid at the rate of one and one half times (1.5x ) the regular rate of pay.
- b) Saturday work shall be distributed as follows:
  - i) 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 noon.



- ii) Saturday work will be assigned by seniority to those drivers who have indicated a willingness to work subject to Article 8.05 b) i).
- iii) If insufficient drivers volunteer to work, part time casual drivers will be assigned.
- iv) If after iii) 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, in rotation.

8.06 Work shall not be performed on Sunday. However, if extra-ordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of two times (2x) the regular rate of pay. Such work requires the prior consent of the Union. The Employer agrees to respect the convictions of employees who prefer not to work on Sunday and will not discriminate against them.

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

9.01 All employees who are covered under this agreement shall receive as vacation pay in the amount equal to 10% of the employee's total earnings exclusive of the Employer's contribution to the Benefit Plan (policy number 560430). Income tax shall be deducted weekly from the employee's earnings increased by the amount of vacation pay.

9.02 The Employer agrees to remit the Vacation Pay of each employee as agreed upon in this agreement and in accordance with the regulation set by the Employment

Standards Branch, Ministry of Labour, monthly, but not later than the fifteenth (15<sup>th</sup>) of the following month to the Union using a separate cheque marked "Vacation Pay", accompanied by a list on which all deductions and contributions as stipulated throughout this agreement are recorded.

- 9.03 In accordance with the agreement with the Employment Standards Branch, Ministry of Labour, the Board of Trustees of the Union's Vacation Pay Trust Fund, is obligated to take any steps which may be available to them either in law or in equity or in bankruptcy as may be necessary or desirable to effect collection when the Employer is delinquent. All costs incurred in the collection of said payment will be charged to the defaulting Employer.
- 9.04 All employees with more than fifteen (15) years of seniority shall receive 12 percent (12%) vacation pay.
- 9.05 The Employer will endeavour to grant vacations at the times requested, in the vacation season or periods, considering business requirements. Vacation requests must be approved to confirm acceptance of holiday requests and will be returned giving as much notice as possible.
- 9.06 All probationary employees shall receive four percent (4%) vacation pay.

## **ARTICLE 10 - HOLIDAYS**

10.01 No work shall be performed on the following holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and any additional legislated holiday under the Employment Standards Act, 2000, as amended, or any other holiday proclaimed by the federal or provincial government.

Employees shall have the right to select two (2) floating holidays in addition to the holidays mentioned.

10.02 Work performed on any of the holidays mentioned in Article 10.01 shall be paid at the rate of two times (2x) the regular rate of pay and the employee may elect to take another day off in lieu of the holiday provided proper notice is given.

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

11.01 Seniority of employees shall be considered as their length of employment from date of (re)hire and shall be recognized on a company-wide basis. New employees shall be placed on the seniority list upon the completion of a total of three (3) months of employment in a two (2) year period and their respective seniority shall be dated back to the date of their most recent hiring.

11.02 Seniority lists shall be maintained at all times by the Employer and shall be provided to the Union, the

Stewards, and posted twice annually, in April and October.

11.03 Seniority rights shall cease and an employee shall be deemed to be terminated if he:

- a) voluntarily quits the employ of the Employer;
- b) is discharged and such discharge be not reversed through the Grievance Procedure;
- c) fails to report on the first day following the expiration of a leave of absence, unless he has a justifiable reason;
- d) is laid off for a continuous period of more than six (6) consecutive months and has less than three (3) years of seniority;
- e) is absent from work for more than two (2) consecutive days, other than a result of sickness or disability, without providing a valid reason. A Doctor's note may be required to confirm sickness or disability which costs will be borne by the Employer;
- f) is laid off for a period of more than twelve (12) consecutive months, and has more than three (3) years seniority.

11.04 When the Employer deems it necessary to reduce the work force he shall consult with the Union on the need for layoffs. Where a reduction in the work force is inevitable,

probationary employees shall be laid off first. Thereafter, provided that the Employer shall retain a competent and efficient work force and provided that the employees affected have substantially equal skill, competence, efficiency, ability and qualifications, lay-offs shall be determined by seniority so that the last hired shall be the first laid off.

Provided that the Employer shall retain a competent and efficient work force and provided that the employees affected have substantially equal skill, competence, efficiency, ability and qualifications, recalls shall be determined by seniority so that the last laid off shall be the first recalled.

11.05 The Employer agrees to notify the Union of any recall and layoffs which are out of seniority sequence.

11.06 The Employer shall give eight (8) hours notice of the need for a layoff wherever possible, to the Union and will meet with the Union Representative and the Steward or Stewards immediately after the giving of such notice to review the situation. In so far as possible layoffs shall take place on Fridays and recalls shall take place on Mondays for EI purposes.

The company agrees to issue separation slips at an employee's first layoff date so that they can fulfil their waiting period as soon as possible.

11.07 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure.

11.08 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements acceptable to the Employer to return.

## **ARTICLE 12 - HEALTH INSURANCE**

12.01 In order to assist in the protection of the employees' families from the financial hazards of illness, the Employer agrees to provide the following benefits:

One hundred percent (100%) of the premium cost of a Group Insurance Plan for all employees who have accumulated three (3) consecutive months of service. The Group Insurance Plan shall provide:

- a) \$30,000 life insurance per employee. \$10,000 Spousal Life insurance, \$5000 for children.
- b) \$30,000 accidental death and dismemberment insurance per employee.
- c) Prescription drug plan for employee and family, with eighty percent (80%) coverage and capped dispensing fee minus \$7.00.
- d) Dental plan including dentures providing dental coverage based on the current Ontario Dental Association Schedule of Fees for employee and family, with a yearly maximum of \$1000 per person.

- e) Extended health care coverage for employee and family with vision care at a level of \$250 every 24 months. \$50 12/24 <18/18+
- f) Semi-private hospital coverage with no deductible for employee and family.
- g) Private Duty Nursing of \$5000 per year.
- h) Paramedical coverage of \$500 for 10 practitioners.
- i) Hearing aids-\$500/5 years.

(For further details refer to the benefit handbook.)

These provisions shall apply during the employee's regular employment period and through the winter layoff period.

The Employer agrees not to change the benefit coverage without the written agreement of the Union.

- 12.02 If an employee chooses to opt out of the benefit plan he may do so with an in lieu of benefits premium of three percent (3%) of his regularly paid hourly wage.
- 12.03 When the collective agreement between Local 52, CLAC and Royal Ready Construction Limited has been ratified by the Union the same negotiated increases to the benefit plan will be applied to the provisions of this agreement.

**ARTICLE 13 – PENSION PLAN**

- 13.01 The Pension Plan is maintained and administered by the Union and is supervised by a Board of Trustees. Registered with the Canada Customs and Revenue Agency (CCRA) and the Financial Services Commission of Ontario (FSCO) as Pension Plan #0398594, the Plan is designed for the benefit of all employees covered under this Agreement.
- 13.02 New employees will join the Plan immediately upon completing three (3) months of employment.
- 13.03 Each pay period, the Employer shall pay an amount as specified in Schedule A per hour for each employee. Employer contributions to the CLAC Pension Plan will vest in accordance with the rules of the Plan.
- 13.04 Covered wages shall be defined as gross wages. All other earnings are excluded.
- 13.05 The Employer will remit the employees' and the Employer's contribution to the Plan so that it is received by the Plan within fifteen (15) days following the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable to each.

When the Plan has not received the remittances by the date set out above, the Employer is responsible to compensate the Plan for all pension earnings lost by the Employer's employees as a result of the late remittance. This compensation amount shall be calculated on all



contributions (employer, employee and voluntary, if applicable) which are part of the remittance.

- 13.06 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan shall be responsible for informing the employees about the Plan including statements to each employee, showing their account balance, including details of all contributions received, and all earnings/losses allocated.
- 13.07 The Employer agrees to deduct, by way of payroll deduction, and remit to the Union's Benefit Administration Office, voluntary employee pension contributions in addition to any other collective agreement Pension Plan contributions. Such amounts shall not exceed the limits established by the Canada Customs and Revenue Agency. These monies will be recorded separately on the Employer's monthly remittance to the Benefit Administration Office.
- 13.08 The Employer's contributions to the Pension Plan shall be recorded on a remittance sheet supplied by the Union. On this sheet the Employer will enter:
1. Name of employee;
  2. Total hours' worked during the month for which the remittance is made;
  3. Date of termination (where applicable);
  4. Hourly rate of pay;
  5. Total sum of Employer contributions.

The Employer will forward to the Union's Remittance Processing Centre monthly, not later than the fifteenth (15th) of each month, the remittance sheet together with a cheque for the total amount of contributions for the Pension Plan.

- 13.09 When the collective agreement between Local 52, CLAC and Royal Ready Construction Limited has been ratified by the Union the same negotiated increases to the pension percentages will be applied to the provisions of this agreement with all percentages being paid retroactively to the end date of the Royal Ready Construction Limited collective agreement.

#### **ARTICLE 14 – SAFETY**

- 14.01 The Employer will provide a place of employment which shall be safe for the employees 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.
- 14.02 It is understood and agreed that unsafe trucks shall not be operated. Such trucks shall be reported and repaired. Employees will be provided, during regular working hours, with at least one (1) hour time with pay per week for the purpose of servicing and washing the trucks. Employees are required to fill out daily truck report sheets.
- 14.03 The Employer agrees to supply the employees with appropriate hats, masks, gloves, filters and goggles free

of charge where this equipment and clothing is required. The Employer agrees to reimburse each employee two hundred and forty dollars (\$240) per calendar year for the purchase of approved safety footwear or clothing.

Included in the clothing allowance is five (5) safety shirts per year supplied by the Employer

- 14.04 Any fine or penalty for the overload of a mixer will be paid for by the company, provided unusual build up has not occurred which is clearly the responsibility of the driver.
- 14.05 Any fine due to spilling of load will be the responsibility of the company unless it is clearly the responsibility of the mixer driver, such as taking a wet load out of the yard.
- 14.06 Any suspension of license for the above only not counting other driver accumulated demerit points which stops an employee from working will be compensated for by allowing the employee to do plant work during his suspension.

## **ARTICLE 15 - LEAVES OF ABSENCE AND BEREAVEMENT PAY**

- 15.01 The Employer shall grant leaves of absence without pay and without loss of seniority rights for the following reasons for a maximum period of one month:
  - a) Marriage;
  - b) Sickness;

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

15.02 The above shall not preclude extension for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified. A doctor's letter may be required to confirm sickness or disability, the cost of which will be borne by the Employer.

15.03 The immediate family in this Article shall mean - mother, father, mother-in-law, father-in-law, brother, sister, wife, and children of the employee.

15.04 An employee will be granted five (5) days leave of absence with pay, at his regular straight time hourly rate, to make arrangements for and to attend the funeral, or to mourn the death of any one of the employee's immediate family. The days granted shall be between the date of death and the day after the funeral. Bereavement pay shall be paid only for days upon which the employee is normally scheduled to work. An employee shall be granted three (3) days as above for: in-laws, grandparents and grandchildren.

## **ARTICLE 16 – EDUCATION AND ASSISTANCE FUND**

16.01 The Employer shall contribute fifteen cents (\$0.15) for each hour worked by each employee covered by this

Agreement and remit such contributions to the Union's Education & Assistance Fund.

- 16.02 The Education and Assistance Fund shall be used by the Union to assist members in exercising their right to work and have access to job sites, to educate and instruct members in the competent practice of their trade, and to instruct specific members in labour relations.
- 16.03 The total amount owing shall be remitted monthly to the Union by the 15<sup>th</sup> of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

## **ARTICLE 17 – INDUSTRY FUND**

- 17.01 The Employer shall contribute and remit such contributions to the Union's Industry Fund as specified in Schedule "A" for each hour worked by each employee covered by this Agreement.
- 17.02 The Industry Fund shall be used by the Union for the promotion of the industry, to promote unionized construction, and for other purposes as determined by the Union to strengthen the position of the Union and its members in the industry.
- 17.03 The total amount owing shall be remitted monthly to the Union by the fifteen (15<sup>th</sup>) of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

**ARTICLE 18 – GRIEVANCE PROCEDURE**

- 18.01 The parties to this Agreement recognize the Stewards and the CLAC Local 52 Representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- 18.02 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 workdays 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.
- 18.03 A “Group Grievance” is defined as a single grievance, signed by a Steward or a CLAC Local 52 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.
- 18.04 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 20, by-passing Steps 1 and 2. Such Policy Grievance shall be signed by a Steward or a CLAC Local

52 Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

18.05 **Step 1**

Subject to Article 5.04, any employee having a grievance will, accompanied by a Steward or a CLAC Local 52 Representative, submit the same to his immediate supervisor within five workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

**Step 2**

If the grievance is not settled under Step 1, a CLAC Local 52 Representative may within five workdays of the decision under Step 1, or within five workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one week after the grievance has been filed. The Employer shall notify the grievor and the CLAC Local 52 Representative of his decision in writing within three workdays following the said meeting.

**ARTICLE 19 - ARBITRATION**

19.01 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.

- 19.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen days after receiving the decision given at Step 2 of the Grievance Procedure.
- 19.03 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairman. If they are unable to agree upon a Chairman within seven days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 19.04 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 19.05 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.
- 19.06 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.
- 19.07 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 19.03, 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.

- 19.08 It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 19.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 19.10 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. This clause shall not apply to the discharge of a probationary employee.
- 19.11 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

**ARTICLE 20 – DISCHARGE, SUSPENSION AND WARNING**

- 20.01 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be a written one, and a copy of this warning will be forwarded immediately to the area office of the CLAC.
- 20.02 An employee may be suspended or discharged for proper cause by the Employer. Within five workdays following suspension or discharge, the employee involved together with a CLAC Local 52 Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five workdays following the interview, the Union may submit the complaint to arbitration.
- 20.03 Disciplinary actions shall be removed from an employee's file after a period of twelve (12) months provided there is no recurrence or suspension, in which case the record shall be cleared after a period of eighteen (18) months from the date of the last occurrence.


**ARTICLE 21 – DURATION**

- 21.01 This Agreement shall be effective on the sixteenth (16th) day of June two thousand and eleven (2011) and shall remain in effect until the fifteenth (15th) day of June, two thousand and fourteen (2014) and for further periods of one year unless notice shall be given by either party, of the desire to delete, change or amend any of the provisions contained herein, within the period from ninety days prior to the renewal date. Should neither of the



parties give such notice, this Agreement shall renew for a period of one year.

SIGNED:

The "Employer"

  
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\_\_\_\_\_  
\_\_\_\_\_

"the Union"

  
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Dated at Mississauga, Ontario, this 27<sup>th</sup> day of June, 2012.

**SCHEDULE "A-1"****Classification & Wage Rates – Effective June 16, 2011**

<b>Drivers/ Conveyor/ Stone Slinger</b>	<b>Base</b>	<b>Vac/Stat 10%</b>	<b>Pension 4%</b>	<b>IF \$0.15</b>	<b>EAF \$0.15</b>	<b>Total</b>
Year 1	\$23.18	\$2.32	\$0.93	\$0.15	\$0.15	\$26.73
After 1 Year	\$24.21	\$2.42	\$0.97	\$0.15	\$0.15	\$27.90
After 2 Years	\$25.24	\$2.52	\$1.01	\$0.15	\$0.15	\$29.07
After 3 Years	\$26.27	\$2.63	\$1.05	\$0.15	\$0.15	\$30.25

<b>Yard Man/Loader Operator</b>	<b>Base</b>	<b>Vac/Stat 10%</b>	<b>Pension 4%</b>	<b>IF \$0.15</b>	<b>EAF \$0.15</b>	<b>Total</b>
Year 1	\$21.63	\$2.16	\$0.87	\$0.15	\$0.15	\$24.96
After 1 Year	\$22.66	\$2.27	\$0.91	\$0.15	\$0.15	26.14
After 2 Years	\$23.69	\$2.37	\$0.95	\$0.15	\$0.15	27.31
After 3 Years	\$24.72	\$2.47	\$0.99	\$0.15	\$0.15	28.48

\* After fifteen years of service, an employee shall receive a total of 12% vacation/sat pay.

### Classification & Wage Rates – Effective June 16, 2012

<b>Drivers/ Conveyor/ Stone Slinger</b>	<b>Base</b>	<b>Vac/Stat 10%</b>	<b>Pension 5%</b>	<b>IF \$0.15</b>	<b>EAF \$0.15</b>	<b>Total</b>
Year 1	\$23.88	\$2.39	\$1.19	\$0.15	\$0.15	\$27.76
After 1 Year	\$24.94	\$2.49	\$1.25	\$0.15	\$0.15	\$28.98
After 2 Years	\$26.00	\$2.60	\$1.30	\$0.15	\$0.15	\$30.20
After 3 Years	\$27.06	\$2.71	\$1.35	\$0.15	\$0.15	\$31.42

<b>Yard Man/Loader Operator</b>	<b>Base</b>	<b>Vac/Stat 10%</b>	<b>Pension 5%</b>	<b>IF \$0.15</b>	<b>EAF \$0.15</b>	<b>Total</b>
Year 1	\$22.28	\$2.23	\$1.11	\$0.15	\$0.15	\$25.92
After 1 Year	\$23.34	\$2.33	\$1.17	\$0.15	\$0.15	\$27.14
After 2 Years	\$24.40	\$2.44	\$1.22	\$0.15	\$0.15	\$28.36
After 3 Years	\$25.46	\$2.55	\$1.27	\$0.15	\$0.15	\$29.58

\* After fifteen years of service, an employee shall receive a total of 12% vacation/sat pay.

### Classification & Wage Rates – Effective June 16, 2013

<b>Drivers/ Conveyor/ Stone Slinger</b>	<b>Base</b>	<b>Vac/Stat 10%</b>	<b>Pension 6%</b>	<b>IF \$0.15</b>	<b>EAF \$0.15</b>	<b>Total</b>
Year 1	\$24.60	\$2.46	\$1.48	\$0.15	\$0.15	\$28.84
After 1 Year	\$25.69	\$2.57	\$1.54	\$0.15	\$0.15	\$30.10
After 2 Years	\$26.78	\$2.68	\$1.61	\$0.15	\$0.15	\$31.37
After 3 Years	\$27.87	\$2.79	\$1.67	\$0.15	\$0.15	\$32.63

<b>Yard Man/Loader Operator</b>	<b>Base</b>	<b>Vac/Stat 10%</b>	<b>Pension 6%</b>	<b>IF \$0.15</b>	<b>EAF \$0.15</b>	<b>Total</b>
Year 1	\$22.95	\$2.30	\$1.38	\$0.15	\$0.15	\$26.93
After 1 Year	\$24.04	\$2.40	\$1.44	\$0.15	\$0.15	\$28.18
After 2 Years	\$25.13	\$2.51	\$1.51	\$0.15	\$0.15	\$29.45
After 3 Years	\$26.22	\$2.62	\$1.57	\$0.15	\$0.15	\$30.71

\* After fifteen years of service, an employee shall receive a total of 12% vacation/sat pay

## **SCHEDULE B**

### **Notes and Premiums**

#### **Conveyor Drivers**

Employees operating a Conveyor equipped ready-mix truck, will be paid a premium of one dollar and fifty cents (\$1.50/hour) per hour for all hours worked running the Conveyor truck.

It is further agreed that should a customer request conveyor service, a conveyor operator may be called in to meet that request regardless of that operator's seniority. In such an instance, payment will not be made to senior Ready Mix Truck Operators for any hours a junior conveyor operator may have worked in advance of such senior Ready Mix Truck Operators.

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

Vacancies for conveyor truck operators, plant maintenance, drum clean out, Mechanic and Apprentice shall be posted. Employees may apply in writing and be awarded the positions on the basis of seniority and ability. If applicable, adequate training in the safe operation of the conveyor will be provided.

#### **Notes**

- a) Experienced Ready-Mix Drivers may be paid fifty cents (50¢) less than the one (1) year rate during their probationary period. The employer may choose to give credit for past experience and place new employees higher on the wage grid to reflect years of service at other redi-mix facilities.

- b) Mixer-Driver Trainees shall be paid at a rate set by the Employer depending on ability to perform the work. A trainee is someone who can only work with direct supervision. Once a trainee begins to drive a mixer to a job by himself he shall be paid the 0 – 12 month rate as set out in Schedule A
- c) An employee working as a batcher shall be paid one dollar (\$1.00) above his wage rate when batching.
- d) There shall be a steward premium of \$1.00/hr above the steward's hourly wage.
- e) There will be a premium of one dollar per hour (\$1.00/hour) paid to an employee designated as doing maintenance work. It is recognized that general truck maintenance does not fall under this provision.



**LETTER OF UNDERSTANDING #1**

**Between**

**ROYAL READY MIX**

(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: WINTER LAYOFFS**

The Employer and the Union agree that drivers may take a winter layoff at their request.

If granted, such layoff will be in effect until April 14th of any given year.


Recalls based on seniority will be made starting April 15th as the workload permits.

A senior driver may bump a junior driver only on and after April 15th of any given year, if not recalled to work.

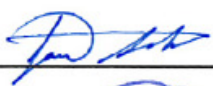

Drivers must make arrangements with the Employer to maintain insurance coverage.

SIGNED:

The "Employer"

  
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\_\_\_\_\_

"the Union"

  
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Dated at Mississauga, Ontario, this 27<sup>th</sup> day of June, 2012.

**Letter of Understanding #2**

Between

**ROYAL READY MIX**

(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: Hours of Work/Service**

Whereas the Employer and the Union are bound by a Collective Agreement effective June 16, 2008 and any renewals thereof;


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

Now therefore the Employer and the Union agree as follows:



1. The Union, as 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 limits defined by the *Hours of Service* regulations (Ontario Regulation 555/06).

2. The Letter of Agreement is consistent with the Collective Agreement, and
3. 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.

For the Employer

  
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For the Union

  
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Agreement entered into this 27<sup>th</sup> day of June, 2012.

## **CONSTRUCTION WORKERS LOCAL 52**

AFFILIATED WITH THE

**CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**

**PENSION**

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[www.clac.ca](http://www.clac.ca)

1-800-463-2522