

**COLLECTIVE AGREEMENT**

BETWEEN

**Construction and Allied Workers Local Union 607**  
(hereinafter called the "Union")

and

**The Construction Association of Thunder Bay Incorporated**  
(hereinafter called the "Employer")

**ARTICLE 1 - Recognition**

- 1.01 The employer recognizes the union as the sole collective Bargaining Agent for all employees employed by the Employer on all residential construction projects within the geographical Districts of Thunder Bay, Rainy River, Kenora, including the Patricia Portion and that part of the District of Cochrane which lies north of the 49<sup>th</sup> parallel of latitude and is not in Ontario Labour Relations Board Area No.19, save and except: foremen, persons above the rank of foremen, office staff, and time-keepers and persons bound by subsisting collective agreements to which the Employer is party to at the commencement of this Agreement.
- The Residential Sector shall be defined as a detached single family building, a semi-detached two family building, a multi family building and/or a group of detached or semi-detached buildings in a sub division. This shall be deemed to include Hi Rise Apartments, Apartments, Condominiums, Townhouses and detached and semi-detached dwellings.

**ARTICLE 2 - Duration of Agreement**

- 2.01 The terms and conditions of the Agreement will remain in full force and effect from May 1, 2001 and shall continue to remain in effect until the 30th day of April, 2004 and shall continue in force biennially thereafter unless either party shall furnish the other with notice of termination, or propose revisions of this Agreement within a period of no more than one hundred and twenty (120) days and not less than thirty (30) days before the thirtieth (30th) day of April, 2004 or in a like period in any biennial year thereafter and the parties shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an agreement.

**ARTICLE 3 - No Strikes, No Lockouts**

3.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strikes or stoppage of work, either complete or partial and the Employer agrees that during the term of this Agreement, there shall be no lockout.

#### **ARTICLE 4 - Government Legislation**

4.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable Federal or Provincial law existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provision without in any way affecting the remainder of the Agreement.

#### **ARTICLE 5 - Management Rights**

5.01 The Union agrees and acknowledges that the Employer has exclusive rights to manage the business and to exercise such right without restriction save and except prerogatives of management as may be modified by the terms and conditions of this Agreement. Without restricting the generality of the foregoing paragraph it is exclusive function of the Employer;

- (a) To determine qualifications, classify, transfer, hire, direct, promote, demote, lay-off, discipline, and discharge for just cause employees and to increase or decrease or transfer working forces in accordance with the terms of this Agreement;
- (b) To determine the materials and methods to be used, design of the products to be handled, facilities and equipment required, the scheduling of the work and location of equipment.
- (c) To determine reasonable rules and regulations to be observed by employees.

5.02 It is agreed that none of the foregoing shall be exercised in a manner inconsistent with the express provisions of this Agreement.

**ARTICLE 6 - Union Security, Work Jurisdiction,  
Assignment of Work, Sub-Contracting**

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- 6.01 The Employer agrees only members in good standing of the Union specified in Article 1 for work covered by this Agreement.
- 6.02 As a condition of continuing employment, all employees shall maintain in good standing their membership in the Union.
- 6.03 The Employer acknowledges and agrees that the work covered by this Agreement is within the exclusive jurisdiction of the Union notwithstanding the claims of any other Trade Union.
- 6.04 The Employer agrees that notwithstanding the claims of any other Trade Union, it shall assign exclusively to members of the Union all of the work covered by this Agreement.
- 6.05 Work Jurisdiction claimed but not limited to:  
Excavation and site cleaning for all buildings and associated work including the non-mechanical digging, backfilling, and grading of trenches and foundations and compacting. Digging, piling, cutting and placing of lagging, sheeting, cribbing, bracing, anchor, shoring, anchor installation and propping of foundations including torch cutting, splicing and the welding of all work, holes and caissons. Pulling, extracting or salvage of piling, capping of piling. Installation of tie backs, which shall include cutting, placing, fastening, grouting and stressing of strand or tie back systems. All drilling, blasting, jackhammering and handling of all powder and associated work. Pumps 6" diameter and under for water control. Installation of wire mesh. Installation of concrete including placing and operation of nozzle hose, hoppers, chutes, rigging for walls, foundations, floors, retaining walls, planters or for any other construction, mixing, handling, conveying, pouring, pumping, vibrating, gunniting, finishing, smoothing or otherwise applying and finishing concrete ceilings or vertical surfaces whether done by hand or any other process. The drying of plaster, concrete, mortar or other aggregate and the handling of temporary heating equipment. The installation of dry packing, grouting chemical compounds including thycol and other rubber compounds. The work in connection with set-up, operation, clean-up and dismantling of diamond or carbide core drilling bits, concrete core drilling machines, concrete saws and boring in concrete of holes. The aging and curing of concrete, mortar and other

materials including epoxies applied to walls, ceilings and foundations of buildings and structures or other similar surfaces by means of any equipment, mode or method. The cleaning, sandblasting, brushing, rubbing of all concrete or masonry including chipping, bush hammering, grinding, patching whether done by air, gas, electric machine, water pressure or laser.

The work involved in the installation of all post-tensioning or prestressing systems on building or other structures, soil drilling and sampling of all types. All phases of on-site erection, finishing and caulking of precast concrete products.

Form removal: Once the re-usable form panels have been released by loosening of the hardware the removing, cleaning, oiling application of releasing agents and carrying to the next point of erection of all materials and panels as well as the stripping of forms which are not to be re-used and of forms on all flat arch work.

Cleaning and clearing of all debris including wire brushing of windows, scraping of floors, removal of surplus material and cleaning of all debris in building and construction areas. The clean-up of all work areas.

The erection, dismantling and moving of tubular metal scaffolding subject to the Agreement, if any with other trades. The dismantling of temporary weather protection. The placing of temporary snow and wire fencing and loose barricades.

Tenders tending masons, plasterers and carpenters. Tending shall consist of preparation of materials and the handling and conveying of materials. Demolition work, debris handlers, dumpmen, watchmen, guards, flagmen, material checkers, store keepers, tool crib attendants and yardmen, sewer, watermains, drains and building and installation of manholes and catch basins.

#### 6.06 Sub-Contracting

The employer agrees to engage only sub-contractors who are in contractual relations with the union.

**ARTICLE 7 - Jurisdiction Disputes**

7.01 When a work claim dispute arises between the Union and any other union, person or organization, which cannot be settled to the satisfaction of all parties concerned, such dispute shall only be processed as a complaint under Section 126 of the Ontario Labour Relations Act. In the meantime, the work will continue to be assigned to the Union by the Employer unless otherwise directed to by the Ontario Labour Relations Board.

**ARTICLE 8 - Business Representatives and Union Stewards**

8.01 (a) The Business Manager and/or Business Representative of the Union shall have access to all jobs of the Employer during working hours, but in no case shall his visits interfere with the progress of work. When visiting a job, he will first report to the Company Superintendent or other supervisory personnel of the Employer in charge of the job.

(b) In circumstances where the Employer does not have authority to allow access, the Employer agrees to make joint application with the Union to the owner to gain such access.

(c) The Union representative, when on site, shall abide by all reasonable site regulations, safety and security rules as stipulated in the appropriate safety acts.

8.02 It is agreed that the Union may appoint a steward or stewards for each project, and shall notify the Employer of such appointment(s) in writing or electronically. When more than one steward is appointed, one shall be designated Chief Steward. Chief Steward shall be allowed necessary time to conduct business relative to this Agreement on the project without loss of pay. Where there is only one steward on the project, the above condition shall apply to such steward. It shall be the duty of the Chief Steward/steward(s) to attempt to adjust differences or misunderstandings which may arise out of the interpretation, application or alleged violation of this Agreement and to generally represent the employees on the Job. The Employer agrees not to discriminate against the steward(s) in the performance of these duties. The Union shall be notified in writing twenty-four (24) hours prior to a steward being laid-off or

transferred. A steward shall not be excluded from gang for overtime work, provided he is willing and capable of performing the available work.

8.03 It is agreed that the steward shall have seniority of employment over all other employees, save and except foremen, provided he is capable of performing the work remaining. On projects where more than one steward is appointed the seniority for each steward shall be in order that he was appointed. Where a Chief Steward is appointed he shall have seniority over all other stewards.

8.04 The steward shall have the authority to prevent any employee from working in an area he believes is unsafe, and must report it immediately to the foremen or appropriate representative of the Employer.

#### **ARTICLE 9 - Grievance and Arbitration Procedure**

9.01 It is the mutual desire of the parties to this Agreement that complaints of employees shall be dealt with as quickly as possible.

9.02 Grievances arising under this Agreement shall be adjusted and settled as followed:

##### STEP 1

The grievor shall, in the presence of the steward or Union Representative, if he so wishes, discuss the matter with his foreman or appropriate Employer representative, giving him an opportunity to deal with the complaint.

##### STEP 2

If a satisfactory settlement is not reached at Step 1 within ten (10) days after the Step 1 discussion, the grievance shall be presented to the employer in writing and the parties shall meet within five (5) working days and endeavour to settle the grievance.

##### STEP 3

If a satisfactory settlement is not reached within five (5) working days from the Step 2 meeting, the grievance may be submitted to arbitration as provided in this Agreement any time within ten (10) days thereafter, but no later.

9.03 Grievances dealing with alleged violation of payment for hours of work, rates of pay, overtime, vacation and

holiday pay, shift premiums, travelling expenses, room and board allowance, pension and welfare contributions, reporting allowances, and dues may be brought forward within thirty (30) days from date of circumstances giving rise to the grievance occurred or originated. It being understood and agreed that the above time limits do not apply to grievances concerning welfare and pension contributions, training fund, vacation pay and Union dues, remittances and Employer's Fund.

- 9.04 When either party requests that a grievance be submitted to Arbitration, the party making the request shall do so in writing to the other party and at the same time appoint an arbitrator. Within five (5) working days thereafter, the other party shall appoint an arbitrator. The two (2) arbitrators so appointed will meet at their earliest convenience and of the Arbitration Board. If they are unable to agree on a Chairman within two (2) days, they will then request the Minister of Labour of the Province of Ontario, to appoint an impartial Chairman.
- 9.05 (a) The Arbitration Board shall hear the subject to the grievance including whether or not the matter is arbitrable and, shall issue a decision which is binding upon the parties and upon any employee affected by it.
- (b) The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.
- (c) Each of the parties shall pay one half (1/2) of the remuneration and expenses of the Chairman of the Board.
- (d) The Board shall not have the power to alter or amend any of the provisions of this Agreement.
- 9.06 It is understood that the Employer may file a grievance with the Union and if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any employee. Such grievances shall be processed in accordance with Article 9.02 of the grievance procedure set out above.
- 9.07 The Union may file a policy grievance when an alleged violation occurs which is of common concern to all or a group of employees in the bargaining unit or when a dispute arises in the application interpretation or administration of this Agreement. A policy grievance is

subject to the same time limits as set out in Article 9 and is to be processed in accordance with the provisions of Article 9.02.

9.08 The nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance.

9.09 In determining the time which is allowed in the various steps Saturdays, Sundays and holidays shall be excluded and any time limits may be extended by mutual agreements in writing.

#### **ARTICLE 10 - Pre-Job or Job Conference**

10.01 A job conference may be called at the option of either party in writing on all projects and the parties agree to meet within fourteen (14) days of notice.

#### **ARTICLE 11 - Hiring of Employees**

11.01 The following provisions will apply to the hiring of all employees:

The Employer agrees to call the Union by 1:00p.m. for its needed supply of men for the following day. All employees hired through the Union shall present to the Employer a referral slip from the Union prior to commencing employment. unless such referral has been transmitted electronically by the Union to the Employer. It is understood that if the Union is unable to provide the required men within 24 hours the Employer is free to hire such labour as is available, but such labour shall acquire a referral slip, prior to commencing work on the second day after hiring, and as a condition of employment, either be in good standing or apply for membership in the Union within seven (7) days.

The Union shall be allowed forty-eight (48) hours to supply men to jobs beyond fifty (50) kilometres from the Union Hall.

11.02 It is hereby agreed by and between the parties to this Agreement that a request by a contractor for mobility of key men shall not be unreasonably denied.

- 11.03 (a) RECALL: The Employer may rehire former employees who have been in his employ during the preceding twelve (12) months, who have remained in good standing with the Union and are registered as out of work. To be eligible for recall the employee must not have worked for any other contractor during that period.
- (b) HIRING: Hiring will be on the following basis:
- 1st employee selected by the employer;
  - 2nd employee selected by the Union;
  - 3rd employee selected by the employer;
- and this sequence to continue in this method for each employee.
- (c) Should an employer elect to recall employees under Article (a) above, then before the employer can utilize the hiring Clause (b) above an equal number of employees as were recalled will be provided by the Union.

## **ARTICLE 12 - Supervision**

- 12.01 Where there are eight (8) labourers or more on a project, the Employer shall have at least one (1) labour foreman in charge to assign work for the labourers. Such foreman may be name hired and shall be a member in good standing of the Construction and Allied Workers Local Union 607.
- 12.02 When a foreman for the labourers is appointed by the Employer, he shall receive the foreman's rate as set out in Article 27.
- 12.03 Working foreman (labourer) means an employee designated by the Employer to direct the work force, determine work procedures, assign and instruct the labourers and concrete crews, save and except cement finishers and may work as a labourer. Working foreman (cement finisher) means an employee designated by the Employer to direct the working force, determine work procedures, assign and instruct the labourers, concrete crews and cement finishers. He may also work with the tools of the trade or as a labourer.

## ARTICLE 13 - Safety, Sanitation and Shelter

13.01 The Employer shall provide a proper and adequate place of shelter sufficiently heated and security locked after the shift in which the employees may eat their lunch and store their clothing. Drinkable water shall be available at all times. Sanitary toilets shall be provided in accordance with the regulations of the current Occupational Health and Safety Act; the Employer agrees to provide the above facilities before production work commences on the project.

It is agreed that these facilities shall be on or in the vicinity of the working area. Such shelter shall not be used for the storage of material, equipment, and tools which will render the area unfit for the eating of lunches, and the storage of clothes. A separate area shall be provided for the storage of tools, equipment and materials.

13.02 In co-operation with the Employers' overall programme of Accident Control and Prevention, the Job Steward or Safety Rep may report to the foreman for immediate corrective action, any unsafe condition, unsafe acts or violation of safety regulations. Safety working conditions are primarily the responsibility of management; therefore, all supervisory personnel shall be made aware of all safety regulations and see that they are carried out.

13.03 Where safety hats, safety goggles, rainsuits, rubber boots, or other special wearing apparel other than safety boots are required, they shall be supplied for use of employees without cost. Such equipment supplied by the Employer shall be charged against the employee and credited to him on their return.

13.04 A Safety Committee may be established by the parties of this Agreement. The Committee shall be composed of two (2) members of the Union and two (2) representatives of the Employer. Safety meetings will be held at least once a month and may be called by either party. This Committee is not to be construed to replace Safety Representatives as required under Government Safety Legislation.

13.05 The Employer shall, in compliance with the Workmen's Compensation Act, furnish to any workman injured in his employment, who is in need of it, immediate conveyance and transportation to a Hospital or to a physician.

- 13.06 An Employee who is injured in the course of performing his duties and required medical attention and is unable to continue work shall be paid for his regularly assigned hours including payment of other benefits provided herein on the day of injury. If he is unable to return to work, he shall be paid his regular wages for any lost time incurred that day due to the injury.
- 13.07 The vehicles to be used to transport employees will be enclosed and appropriate seating will be provided, and all tools will be secured in tool boxes. No materials will be carried in the vehicles in a manner endangering the safety of employees being transported.
- 13.08 No employee shall be discharged by the Employer because he fails to work in unsafe conditions which are likely to endanger himself. A refusal by the employee to abide by such safety regulations after being warned may be just cause for dismissal.
- 13.09 Employees shall be entitled to be reimbursed by the Employer for loss of clothing due to fire on the Employer's premises up to a maximum of \$500.00. In all cases an employee must provide a written and signed statement of loss.
- 13.10 Five (5) minutes shall be allowed before the close of each shift or working day for the purpose of picking up and returning tools to the work sheds.

**ARTICLE 14 - Reinstatement of Employees upon return from  
Industrial Accident**

- 14.01 An employee injured in the performance of his duties will resume his former position when medically fit to do so provided his former position was filled by an employee who subsequent to the time of injury, was hired by the Employer or transferred or otherwise assigned to such position.
- An employee who claims he has been denied employment contrary to this provision, may have recourse to the grievance and arbitration procedures as set out in this Agreement.
- 14.02 The above shall not apply if the injury is attributable solely to the wilful misconduct of the employee.

**ARTICLE 15 - Payment of Wages**

- 15.01 Wages shall be paid weekly on the job by cheque on Thursday or by cash on Friday before the regular quitting time.
- 15.02 Accompanying each payment of wages shall be separate statement identifying both the Employer and the employee, showing regular hours worked, overtime hours worked, the total earnings, pay period and the amount of each deduction and net earning.
- 15.03 Any employee who fails to receive his pay on his regular pay day, shall give notice to his Employer or his representative. If the Employer does not make payment of wages before 12:00 noon on the following day, the Employer shall pay two (2) hours pay at the applicable straight time hourly rate in addition to his wages to the employee for each day the delinquency continues.
- 15.04 At the time when an employee is laid off or discharged from a job, he shall be paid in full and given possession of all his documents.
- 15.05 In the event the Employer cannot comply as outlined above, he shall forward by registered mail within forty-eight (48) hours, all monies owing and all documents to which he is entitled to the employee's last known address recorded with the Employer, provided that if the Employer defaults, the employee shall be paid waiting time at straight time rates not to exceed eight (8) hours in any day for each regular working day he is required to wait after giving notice to the Employer and giving him four (4) hour to correct such default.
- 15.06 Whenever unemployment separation slips and such other documents to which the employee is entitled are not given to the employee at the time of termination, they shall be sent by the Employer by registered mail to his last known address within forty-eight (48) hours from the time of termination.
- 15.07 When an employee quits, he shall provide the Employer with three (3) days notice. On doing so, ha shall be paid all his wages and given possession of all his documents upon termination where practicable. On failure to provide three (3) days notice, he shall receive all his wages and documents on the next regular pay day.

**ARTICLE 16 - Transportation, Room and Board**

16.01 (a) Commuting Allowance

All employees who reside within forty (40) km of the project immediately prior to the start of the project are considered local residents and no commuting allowance is payable. Where commuting is necessary between the project and the place from which board and lodging is received by the employees, commuting allowance shall be paid for every road kilometre travelled beyond eight (8) road kilometres of the project. Suitable transportation will be supplied when necessary. Commuting allowance will be paid at the following rates:

May 1, 2001: thirty-six cents (\$0.36) per kilometre;  
May 1, 2002: thirty-eight cents (\$0.38) per kilometre;  
May 1, 2003: forty cents (\$0.40) per kilometre.

(b) On work at a construction site beyond forty (40) road kilometres of his residence, an employee who commutes daily from his residence shall receive a commuting allowance at the following rates:

May 1, 2001: thirty-six cents (\$0.36) per kilometre;  
May 1, 2002: thirty-eight cents (\$0.38) per kilometre;  
May 1, 2003: forty cents (\$0.40) per kilometre;

for all kilometres over forty (40) kilometres each way to and from the project and his residence.

Employees commuting daily from their residence as above, shall also receive commuting time based on straight time rates for all time spent commuting between his residence and the project over forty (40) kilometres each way. Such time shall be computed at an average of eighty (80) kilometres per hour.

16.02 Travelling Allowance

(a) On work at a construction site, all employees receiving board and lodging shall receive travel allowance based on the distance between his residence and the project. This allowance shall be paid once at the beginning and once at the time of termination of the job or the worker's employment. The employee will receive his travel allowance within forty-eight (48) hours of reporting to the job site. Where the employee has no transportation available, such transportation shall be supplied by the Employer and it will be first class transportation, in which event no travel allowance **will be payable. Travel allowance will be paid at the**

following rates:

May 1,2001: thirty-six cents (\$0.36) per kilometre;  
May 1,2002: thirty-eight cents (\$0.38) per kilometre;  
May 1,2003: forty cents (\$0.40) per kilometre.

(b) Time spent travelling to and from the job will be paid at regular hourly rates up to a maximum of eight (8) hours per day in any one (1) day. Travel time will be calculated at an average of eighty (80) road kilometres per hour. Travel time shall be paid once at the beginning of the job and once at the termination of the job or termination of the worker's employment.

16.03 **Wrap Around**

Each employee on a project shall be paid his travelling mileage to and from the job site every forty-five (45) calendar days. This shall be paid whether or not the employee actually returns to his place of residence.

16.04 **Lodging**

On work at a construction site, all employees, except those who resided within a distance of eighty(80) kilometres of the project immediately prior to the start of the project shall receive suitable lodging acceptable to the employer and the employee without cost to the employee, on a seven (7) day basis, for each day the employee is available for work at the construction site.

16.05 **Board**

On work at a construction site, all employees, except those who have resided within a radius of eighty (80) kilometres of the project immediately prior to the start of the project shall receive suitable board without cost to the employee. In areas where commercial eating establishments are available, the employer shall pay employees the following allowance:

May 1,2001: thirty-one dollars (\$31.00) per day;  
May 1,2002: thirty-two dollars (\$32.00) per day;  
May 1,2003: thirty-three dollars (\$33.00) per day;

in lieu of board for each day the employee is available for work at the construction site. An employee in receipt of board allowance beyond one hundred and sixty (160) road kilometres from his residence to the construction project, shall be paid board allowance on a seven (7) day basis.

- 16.06 Upon mutual consent between the Employer and the Union, the above lodging and board allowance will be combined in a lump sum of sixty-eight dollars (\$68.00) per day for each day the employee is available for work.
- 16.07 Authorized Union Representatives shall have access to camp accommodation free of charge where the same are provided for the employees.

**ARTICLE 17 - Camp Accommodations**

- 17.01 When the parties of this Agreement are responsible for the building of a camp for board and housing accommodation, the following shall apply: Camp accommodations, standing and mobile, will be built and installed by members of Trade Unions recognized by the Building Trades Council. It will not be a violation of this Agreement if the members of the Union refuse to occupy such camps, whether standing or mobile, if the above clause has not been adhered to.

The accepted standard camp conditions governing both standing and mobile, will be as follows:

Camp Site

Every camp shall be located that good natural drainage is provided against year round climatic conditions.

Occupancy

No camp shall be occupied before inspection and sanction by the duly authorized Camp Committee. This shall apply to any and all conditions.

Accommodations

The standard accommodation shall be approximately one hundred and twelve (112) square feet of floor space per room for two (2) men. Two (2) enclosed clothes cupboards of at least six (6) square feet of floor space and of sufficient height to allow the hanging of overcoats and the like.

One (1) light for each bed, one (1) light (ceiling) for each room and one (1) wall plug for each bed.

Two (2) beds per room with box spring mattress at least six (6) feet in length.

One window per room; one (1) mirror per room; one (1) table and two (2) chairs per room; one (1) wastepaper basket.

Rooms to be fully enclosed with a door and lock and key. There shall be individual room-controlled heat by valve or damper. Clean linen once a week; blankets laundered out every three (3) months or when deemed necessary. New employees to be supplied with clean blankets and sheets. Interior or bedrooms painted, including washrooms.

All floors in all rooms to be covered with material other than wood, i.e. - lino or tile.

Toilet and Washroom Facilities

1 - 15 men	2 Flush Toilets
16 - 30 men	4 " "
31 - 45 men	5 " "
46 - 60 men	6 " "
61 - 75 men	7 " "
76 - 90 men	8 " "

One (1) additional toilet for every fifteen (15) men thereafter.

There shall be sufficient urinals, one (1) shower for every ten (10) men, one (1) wash basin for every five (5) men, to be of porcelain type, as in household bathroom, and one (1) mirror to each basin.

One (1) laundry room washing machine, dual wash tub for every ten (10) men, one (1) separately heated dry room for every housing unit. (The foregoing to be contained in the same building as the sleeping quarters.) One dryer to be located in the Laundry Room.

### Recreation

Recreation rooms shall be supplied. Smokes and soft drinks will be available.

Outside walls of the above to be completely closed in during the cold weather.

Sidewalk to be provided between the living quarters and from living quarters to dining rooms and recreation rooms.

The above to be standards for stationary or permanent type camps. In the initial construction of the above, the camp construction workers in areas where there is no hotel accommodations, shall construct housing as is necessary for them (this is not to be a tent). When bunkhouses are built to the degree that they can be occupied, the camp construction workers shall move into such quarters, and their original buildings shall be disposed of or not used for lodging from that time on.

### Mobile Camps

In the matter of mobile camps, such camps are acceptable providing the standards of accommodations equal that which are outlined below:

Only trailers that are built, conveyed to the campsite, set up, maintained by members of affiliated Unions to the various Building and construction Trade Councils, will be acceptable. When trailers are used, they must be spaced no less than seven (7) feet apart and be staggered so when doors are opened, the hallways are not blocked.

Washrooms must be situated so that they are readily accessible by weatherproof walkways from the sleeping trailers.

There must be individual heat in each room occupied by two (2) men, by propane, heat, or the equivalent or not less than 20,000 B.T.U.

### Catering

Cafeteria style of serving meals will be acceptable, providing dishes are carried back by the culinary staff.

The food shall be of good quality and have approval of the Camp Committee of the Building and Construction Trades Council of Ontario.

There shall be sufficient housekeeping staff supplied by the culinary workers to keep the bunkhouses clean, and beds shall be made up each day by such staff.

Kitchen facilities, equipment and food supplied shall be subject to inspection by the duly authorized Camp Committee at any and all times, and further, all grievances shall be dealt with by said Committee.

### **ARTICLE 18 - Hours of Work, Overtime, Wage Rates**

- 18.01 The regular hours of work for all employees shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday inclusive between the hours of 8:00 a.m. and 4:30 p.m. Starting and quitting times may be varied by mutual consent of the Employer and the Union Business Manager.
- 18.02 On projects where a majority of the employees cannot commute daily, the regular work week may be altered by mutual written consent of the parties herein.
- 18.03 (a) All time worked for the first two (2) hours immediately prior or after the regular work day, as outlined in Article 18.01 shall be paid at the rate of time and one half (1 1/2) the regular rate of pay. All time worked in excess of the two (2) hours on a given day shall be paid at twice the regular rate, except as may otherwise be provided in this Agreement.
- (b) Where board and lodging are supplied by the Employer and a regular supper is designated, all employees not receiving board and lodging and request to work overtime, shall be supplied with supper or a suitable lunch. In this case, the supper hour shall not be included in the overtime period. Employees requested to work up to two (2) hours overtime, shall be provided with a lunch at the Employer's expense, and sufficient time will be allowed to consume the meal with no loss of pay. Every two (2) hours thereafter, the employee shall be allowed a ten (10) minute coffee break.

(c) No employees shall be compelled to work overtime, provided that one (1) or more employees in the work unit are available to work the overtime requested.

18.04 All time worked on Saturdays, Sundays and Holidays as set out in Article 24.01 shall be paid at the rate of double the regular rate, except as provided by Article 18.05.

18.05 **Make-up Time**

If hours are missed during the regular work day or week due to inclement weather, make-up hours at straight time may be worked to a maximum of two (2) hours in any day Monday through Friday, and up to eight (8) hours on Saturday.

**ARTICLE 19 - Shift Work**

19.01 When two shifts are worked the first shift shall be from 8:00 a.m. to 4:30 p.m. and the regular rate shall apply. The second shift shall be from 4:30 p.m. to 12:30 a.m. including a one-half (1/2) hour lunch period and the rate shall be one and one-seventh (1 1/7) times the regular rate of pay.

When three shifts are worked the night shift shall be from 12 midnight to 8 a.m. and the rate shall be one and one-seventh (1 1/7) times the regular rate of pay, the day shift shall be from 8 a.m. to 4 p.m. and the regular rate of pay shall apply, the after noon shift shall be from 4 p.m. to 12 midnight and the rate shall one and one-seventh (1 1/7) times the regular rate of pay, and a one-half (1/2) hour lunch break is included in each shift. Shift work may be adjusted by mutual consent of the parties herein to meet specific conditions.

19.02 Shift work shall be organized so that the employee will not lose any time during his regular work week.

19.03 Where a second shift is started during the hours of the regular working day, the hourly rate of pay applicable to the second shift shall be paid for all hours of the shift.

19.04 No employee shall work parts of two consecutive shifts without the payment of overtime for the second shift. If shift work is not worked for three (3) consecutive days or more, then such work shall be considered as overtime and paid for at the appropriate overtime rate as defined in Article 18.

19.05 Overtime for shift workers shall be the same as that provided for in Article 18.

#### **ARTICLE 20 - Refreshment and Lunch Break**

20.01 An employee will be allowed to have one paid refreshment break of ten (10) minutes during each half of his working shift.

20.02 Regular day shift employees shall be allowed one-half (1/2) hour lunch break near the midpoint of the shift. It is understood that no employee be required to work more than five (5) consecutive hours without a lunch break.

When an employee is required to work through his lunch break, he will be paid at the applicable overtime rate for the lunch period and will be allowed time later to eat his lunch.

#### **ARTICLE 21 - Time Clock, Check-in**

21.01 If time clocks or check-in systems are required on a particular project, they will be established and maintained in good order by the Employer.

#### **ARTICLE 22 - Lay-off Notice**

22.01 The employees to be laid off will be given at least one-half (1/2) hour notice of layoff. Should the Employer fail to give the employee one-half (1/2) hour notice, the employee shall receive an additional one-half (1/2) hour's pay.

#### **ARTICLE 23 - Show-up Time**

23.01 Employees reporting for work and who are unable to start through no fault of their own, such as inclement weather, storage of materials, lack of work, etc., shall receive two (2) hours pay plus commuting/travel allowance where applicable, unless he has otherwise been given sufficient notice before starting time not to report to work. If there is a reasonable possibility of continuity of work, he shall remain on the project for two (2) hours, if requested by the Employer.

**ARTICLE 24 - Vacation and Holidays**

24.01 The following are recognized holidays and all hours worked on such holidays shall be paid at double the regular rate of pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Heritage Day (when proclaimed)

If any of the above holidays falls on a Saturday or Sunday such holidays shall be observed on the day or days immediately following the weekend.

24.02 Vacation with pay credits shall be paid on the following basis:

Five percent (5%) of gross earnings for all employees covered by this Agreement.

Vacation pay shall be paid to all employees on their weekly pay cheque, noted separately on the cheque stub.

24.03 Holidays with pay credits shall be paid on the following basis:

Five percent (5%) of gross earnings for all employees covered by this agreement.

Holiday pay shall be paid to all employees on their weekly pay cheque, noted separately on the cheque stub.

**ARTICLE 25 - Pension & Welfare Contributions and Trust Funds**

25.01 The employer agrees to contribute the amount specified in Article 27 - Classifications and Schedules of Wages for each hour worked by all employees covered by this Agreement to the Labourers' Pension Fund of Central and Eastern Canada.

25.02 The employer agrees to contribute the amount specified in Article 27 - Classifications and Schedules of Wages for each hour worked by all employees covered by this Agreement to the Labourers Multi-Local Welfare Trust Fund of Ontario. It is understood and agreed that this contribution contains no provincial or federal taxes.

- 25.03 The employer agrees to contribute the amount specified in Article 27 - Classifications and Schedules of Wages for each hour worked by all employees covered by this Agreement to the Construction and Allied Workers Local Union 607 Training and Education Fund.
- 25.04 Employer contributions to the funds provided in Articles 25.01, 25.02 and 25.03 above shall be remitted by the fifteenth (15th) of the month following the month in which contributions are made, together with supporting information entered on a Reporting Form as designated by the Trustees.
- 25.05 At no time shall Employer contributions due the funds provided herein be paid directly to the employee.
- 25.06 Interest at the rate of two percent (2%) per month shall be charged from the due date on the Employer Welfare, Pension and Vacation Pay Funds (where applicable) remittances, over fifteen (15) days in arrears, unless the Employer has corrected such delinquency within five (5) days of being given written notice. In addition the delinquent employer may be required by the Trustees of the Funds to deposit with the Trustees a three thousand dollar (\$3,000) cash bond.
- 25.07 Each Employer bound by the terms of this Agreement agrees that upon written authority of the Joint Board of Trustees, of any jointly trusteeed Benefit Plan to which the Employer is required to make contributions; afford the Trustees the following:
- (1) With reasonable cause, the Trustees may appoint an independent Chartered Accountant to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's payroll records, only with respect to Employer contributions to the required Employee Benefit Funds, or at the option of the Employer, he shall direct his Chartered Accountant to provide a certified Audited Statement in reply to questions submitted by the Trustees in this regard.
  - (2) All fees and costs in connection with the Trustee Appointed Auditors shall be borne by the applicable Trust Fund.
  - (3) Where an Employer opts to direct his Chartered Accountant to provide a certified Audited Statement, the cost of such audit shall be borne by said Employer.

- 25.08 In the event such audit reveals the Employer has failed to remit contributions in accordance with the provisions of this Agreement (save and except technical and/or clerical errors), the Employer shall, within ten (10) days of receipt of written notice from the Joint Board of Trustees conform with the following:
- (a) Remit all outstanding contributions to the Administrator of the applicable Welfare, Pension or Vacation Pay Trust Funds, plus interest at the rate of two (2%) per month on such delinquent sums.
  - (b) Complete and remit supporting contributions report forms as required by the Trustees.
- 25.09 If the Employer does not have any employees in his employ a Nil Report shall be filed in accordance with the provisions of Article 25.04 above.
- 25.10 (a) In the event an Employer fails to conform with the provisions of Article 25.06 and 25.07 herein, the Union on written direction of the Joint Board of Trustees shall forthwith submit the question to final and binding determination. Should the Union fail to promptly submit the question to final and binding determination as directed by the Trustees, then the Trustees may proceed directly to final and binding determination.
- (b) All fees and costs not recoverable in connection with final and binding determination under Article 25.10(a) above, shall be borne by the applicable Trust Fund.
- 25.11 The Employer agrees to remit Welfare and Pension contributions and all proper deductions in accordance with the provisions of this Agreement provided herein by the fifteenth (15th) day of the month following the month in which the hours were worked.

**ARTICLE 26 - Union Dues and Check-off**

- 26.01 The Employer will deduct such union initiation fees, monthly dues and working assessments as are specified by the Union. The Employer agrees to remit such monies deducted with the corresponding names and hours worked to the Secretary-Treasurer of the Union before the fifteenth (15th) day of the month following the month in which the monies were deducted.
- 26.02 The Union and the Trustees agree to hold harmless and

indemnify the Employers against any liability incurred as a result of deductions made under Article 25.01 above.

26.03 Industry Fund - Each Employer bound by the terms of this Agreement shall contribute ten cents (10¢) per hour for each hour worked by each employee as specified in Article 25 of this Agreement. Unless otherwise directed such contributions shall be remitted directly to the Construction Association of Thunder Bay by the fifteenth (15th) day of the month following the month in which such contributions were made together with a supporting statement on one standard Benefit Reporting Form showing all applicable deductions and/or contributions.

26.04 The Employer agrees to hold harmless and indemnify the Local Union against any liability involved under Article 26.03 above.

**ARTICLE 27 - Classifications and Schedule of Wages**

**27.01 Effective November 1,2002:**

<u>Classification</u>	<u>Hourly Rate</u>	<u>Vac/Hol Pay</u>	<u>Welfare</u>	<u>Pension</u>	<u>Train</u>	<u>Total</u>
Cement Finisher, Operator (Pile Driver)	\$20.98	\$2.10	\$1.85	\$2.82	\$0.35	\$28.10
Mechanic, Welder, Operator (Cranes, Kubotas etc.), Pipelayer	\$19.34	\$1.93	\$1.85	\$2.82	\$0.35	\$26.29
Tool Crib, Truck Driver, Sand Blaster, Jackhammer, Operator(Tractors, Bobcats etc)	\$19.09	\$1.91	\$1.85	\$2.82	\$0.35	\$26.02
Labourer, Vibrator Op., Compressor Op.	\$18.84	\$1.88	\$1.85	\$2.82	\$0.35	\$25.74
New Entry	\$14.13	\$1.41	\$1.85	\$2.82	\$0.35	\$20.56

Working Foreman: A working foreman shall receive one (\$1.00) dollar per hour over the rate of the workers they are supervising.

27.01 Effective May 1, 2003:

<u>Classification</u>	<u>Hourly Rate</u>	<u>Vac/Hol Pay</u>	<u>Welfare</u>	<u>Pension</u>	<u>Train</u>	<u>Total</u>
Cement Finisher, Operator (Pile Driver)	\$21.34	\$2.13	\$2.00	\$3.02	\$0.35	\$28.84
Mechanic A, Welder A, Operator (Cranes, Kubotas etc.) Pipelayer	\$19.70	\$1.97	\$2.00	\$3.02	\$0.35	\$27.04
Tool Crib, Truck Driver, Sand Blaster, Jackhammer, Operator (Tractors, Bobcats etc.)	\$19.45	\$1.95	\$2.00	\$3.02	\$0.35	\$26.77
Labourer, Vibrator Op., Compressor Op.	\$19.20	\$1.92	\$2.00	\$3.02	\$0.35	\$26.49
New Entry	\$14.40	\$1.44	\$2.00	\$3.02	\$0.35	\$21.21

Working Foreman: A working foreman shall receive one (\$1.00) dollar per hour over the rate of the workers they are supervising.

27.02 **New Entries**

New members of Local 607 will be required to complete a Safety and basic training course at the Local Union's Training Centre, or demonstrate sufficient knowledge of skills through previous experience or training.

The first year labourer shall be paid 75% of the wage of regular labourers for 1200 hours

27.03 **Masonry Construction**

It is agreed that wage rates, terms and conditions for Masonry Construction work will be done under the ICI provincial Agreement.

**27.04      OUT OF TOWN PROJECTS**

On projects in the District of Kenora including the Central Patricia portion and portion of the District of Rainy River West of a North South line running through Glenorchy which is about 30 Km West of Atikokan, the Employer may choose to pay 18% less of the wage rates of article 27.01. Welfare, Pension, and training contributions will remain the same as article 27.01. Vacation and Holiday pay will remain at 10% same as article 27.01. Should the Employer opt to use the out of town rates, then the Employer shall inform the Union in writing of such decision prior the Employer bidding the work. Failing that, wage rates as per article 27.01 shall apply.

**ARTICLE 28**

When and if large residential projects are contemplated in areas beyond the City of Thunder Bay, the Parties agree to negotiate the conditions to apply to each project. If such negotiations do not take place, or do not result in a mutual understanding, then all conditions of this collective agreement shall apply to all such work.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by duly authorized representatives on this                      day of                      , 2003  
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SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

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