

COLLECTIVE AGREEMENT

BETWEEN:

1712033 ONTARIO INC. o/a WINMAR NIAGARA

(hereinafter referred to as the "Employer")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL**

(hereinafter referred to as the "Union")

January 1, 2025 to December 31, 2026

By this agreement between 1712033 Ontario Inc. o/a Winmar Niagara and the Labourers' International Union of North America, Ontario Provincial District Council (the "Union") the Employer and the Union mutually agree as follows:

ARTICLE 1 – GENERAL PURPOSE

1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Employer and the Union and to maintain satisfactory working conditions, hours of work and wages for all employees who are covered by this agreement.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for construction labourers and carpenters engaged in insurance restoration work in all sectors of the construction industry excluding the industrial, commercial and institutional sector in the Regional Municipality of Niagara and Haldimand County, save and except non-working forepersons and persons above the rank of non-working foreperson.

2.02 Insurance restoration work includes but is not necessarily limited to the repair and restoration of structures to make them safe for occupancy following insurable loss, including but not limited to mould damage, water damage, fire damage, smoke damage and any other situation that an insurance policy or property owner may claim or request.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of the Employer covered by this agreement:

- (a) to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency.
- (b) to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, provided that a claim by an employee, who has completed the probationary period, that the employee has been discharged, suspended, disciplined or disciplinarily demoted without reasonable cause shall be subject to the provisions of the Grievance Procedure;
- (c) Without restricting the right of the Employer to discipline and discharge non-probationary employees for reasonable cause, the Parties agree that for the purpose of Section 48(17) of the Labour Relations Act, 1995, as amended, the specific penalty for the following fractions shall be discharge:
 - a. Knowingly falsifying time cards or any work related reports or records;
 - b. Bringing firearms of any kind to a job site or to Company premises;
 - c. Theft or intentional abuse or intentional misuse for Company property or Customer property; and,
 - d. Deliberate violation of applicable provincial or federal environmental laws and regulations or deliberate violation of applicable provincial health and safety laws and regulations.
- (d) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;

- (e) it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this agreement.

ARTICLE 4 – UNION SECURITY

- 4.01 Employees covered by this agreement, shall as a condition of continued employment become and remain members in good standing of the Union.
- 4.02 All employees hired through the Union shall present to the Employer a referral-slip from the Union prior to commencing employment.
- 4.03 When contacting the Union office, it is agreed that the Union shall supply qualified workers who are competent to perform the work required and that the Employer is entitled to identify the qualifications required, including the particular skills, experience and safety qualifications required to perform the work.
- 4.04 The Employer must notify the Union upon hiring a new employee and shall have a probationary period of ninety (90) days.
- 4.05 The Employer agrees to register the employee with the Union on the ninety-first (91st) day of work.
- 4.06 The Employer may name request members in good standing who are on the out-of-work list of the Union. All requested and recalled employees shall present to the Employer a referral slip from the Union prior to commencing employment.
- 4.07 During the lifetime of this agreement, the Employer agrees to deduct to the extent authorized in writing but not otherwise, the monthly dues, annual assessment and initiation fees of each employee hired through the Union office and covered by this agreement and to remit such monies as deducted to the Union office not later than the fifteenth (15th) day of the month, following the date upon which those union dues, annual assessment and initiation fees were deducted.
- 4.08 The Employer agrees that it shall only hire employees to work under this collective agreement that are legally entitled and have proper documentation to work in Canada.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01 The Union and the employees agree that while this agreement continues to operate, neither the Union nor any employee shall engage in a strike contrary to the Ontario Labour Relations Act, 1995, as amended. The Employer agrees that while this agreement continues to operate, it shall not engage in a lockout contrary to the Ontario Labour Relations Act, 1995, as amended.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Employer recognizes the right of the Union to select or otherwise appoint one (1) Union Steward and one (1) Health and Safety Representative to assist employees in presenting any complaints, grievance or safety concerns they may have to the Employer. The Local Union shall be required to notify the Employer of the name of any Union Steward or Health and Safety Representative so appointed or selected. It is understood that a single individual employee may be appointed by the Union as both the Union Steward and Health and Safety Representative.

6.02 Union Stewards shall be permitted reasonable time during working hours without loss of pay for the purpose of promptly handling a complaint or grievance. Notwithstanding the foregoing, the Union and the Union Steward(s) acknowledge that the Union Steward(s) have regular duties to perform as an employee(s) of the Employer, and that the Union Steward(s) will not leave their regular duties for the purpose of conducting business in connection with the administration of this agreement or the investigation or presentation of grievances, without first obtaining the permission of their Employer to do so. Such permission will not be unreasonably withheld.

ARTICLE 7 – GRIEVANCE PROCEDURE

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

7.02 Employee Grievances properly arising under this agreement shall be addressed as follows:

Step No. 1

(a) An employee's written grievance must be presented by the Union to the Management of the Employer within ten (10) working days after the circumstances giving rise to the grievance occurred or originated, but not thereafter. A meeting with the grievor, a Union Representative and the Management of the Employer may be arranged within five (5) business days or at another mutually agreeable time and location to discuss the grievance. The Employer will respond to the grievance in writing within five (5) working days following the date of the Step No. 1 meeting. If no response is provided by the Employer, then, the grievance shall be automatically advanced to the next step in the grievance process.

Step No. 2

(b) If the grievance is not settled at Step No. 1, the party having carriage of the grievance shall refer the grievance to the Management of the Employer in writing within five (5) working days from the date of the Employer's response to the grievance at Step No. 1 or at another mutually agreeable time made between the parties. Where the grievance is presented to the Management of the Employer, a meeting with the grievor, a Union Representative, the Management of the Employer may be arranged at a mutually agreeable time and location to discuss the grievance. The Employer will respond to the grievance in writing within five (5) working days following the date of the Step No. 2 meeting. If no response is provided by the Employer, then, the grievance is eligible to be advanced to Arbitration.

(c) For the purposes of this Article 7, "working day(s)" shall mean Monday to Friday excluding public holidays.

7.03 Individual payroll grievances are defined as those arising under this collective agreement involving payment for hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premiums, traveling expenses, room and board allowances, pension and welfare contributions, union dues, and reporting allowances. Notwithstanding any other provision of this grievance procedure, monetary grievances shall be brought forward at Step No. 2 within three (3) months after the circumstances giving rise to the grievance occurred or originated. It is further understood that the adjustment of any monetary grievance shall be retroactive to the first day the alleged violation occurred.

7.04 Remittance grievances shall be brought forward within twelve (12) months after the circumstances, giving rise to the grievance become known or ought reasonable to have become known to the Union. It is further understood that the adjustments of any such grievance shall be the adjustment of any such grievance shall be retroactive to the first day of the alleged violation within the twelve (12) month period.

7.05 A Union policy or group grievance or an Employer grievance may be submitted at Step No. 2 to the Employer or the Union, as the case may be, within fourteen (14) calendar days from the time that the circumstances giving rise to the grievance were known or should have been known to the Union or the Employer, and the grievance procedure shall apply, with any necessary modifications, to the Union policy or group grievance or the Employer

grievance, as the case maybe.

7.06 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the time specified, provided that the parties may extend the time-limits in the grievance procedure by mutual agreement in writing or confirmed in writing.

ARTICLE 8 – ARBITRATION PROCEDURE

8.01 If the grievance is not resolved at Step No. 2 meeting, the party having carriage of the grievance shall refer the grievance to arbitration by giving notice in writing to the other party within fourteen (14) calendar days after the Step No. 2 meeting, but not thereafter. If the request for arbitration is not given within the fourteen (14) calendar day period, the grievance shall be deemed to be withdrawn.

8.02 A grievance which has been referred to arbitration by a written notice to arbitrate shall be heard by a sole arbitrator who shall be selected by the Employer and the Union within fourteen (14) calendar days from the receipt of the notice to arbitrate. If the Employer and the Union are unable to agree on a sole arbitrator within the fourteen (14) calendar day period then either party may request the Ontario Minister of Labour to appoint an arbitrator.

8.03 The arbitrator shall hear and determine the grievance and shall issue a written decision setting out the reasons for the decision and findings of fact upon which the decision is based, which decision shall be binding upon the parties and upon any employees affected by it.

8.04 The arbitrator shall not make any decision inconsistent with the provisions of this agreement, or add to, alter, modify, imply into or amend any part of this agreement.

8.05 Each party to this agreement shall bear its own costs of and incidental to any arbitration proceedings. The fees and charges of the arbitrator shall be borne equally by the two parties to this agreement.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

9.01 The following sub-Articles are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

9.02 The normal working hours shall be nine (9) hours per day and forty-four (44) hours per week, currently worked Monday through Friday between the hours of 6:00am and 6:00pm.

9.03 Employees will be allowed one (1) coffee break of fifteen (15) minutes in each half of their working shift.

9.04 Employees shall be allowed a one half (½) hour unpaid meal break normally scheduled between 11:30 am and 1:00 pm. It is understood that no employee shall be required to work more than five (5) consecutive hours without a meal break.

9.05 There shall be no duplication or pyramiding of overtime or other premium benefits.

9.06 (a) The Employer shall pay time and one-half (1½) times the applicable regular straight time hourly rate for all work performed as follows:

- (i) All hours worked in excess of forty-four (44) hours per week, excluding travel time; and
- (ii) All hours worked when an employee who is assigned to be “on call” is then called in to work.

9.07 The Employer shall pay double (2x) times the applicable regular hourly rate for all work performed on Provincial Statutory Holidays.

9.09 All time spent at staff meetings and in training shall be paid at regular straight time hourly rate.

ARTICLE 10 – HIGHER WAGE & BENEFIT PACKAGE

10.01 Where the Employer becomes bound by the terms and conditions of this agreement, no employee of the Employer covered by this agreement receiving a wage and benefit package that has a higher value than the Total Wage Package under this agreement shall have the value of their total wage and benefit package reduced by reason of the execution of this agreement, although the distribution between wages and benefits will be adjusted.

ARTICLE 11 – PAYMENT OF WAGES

11.01 Employees shall at a minimum be paid the wages set forth in Schedule “A” for all hours worked under this collective agreement.

11.02 Wages shall be paid bi-weekly from the execution date of this collective agreement by direct deposit, or other method at the option of the Employer On or before the employee's pay day the Employer shall give to the employee a statement of wages that complies with the Employment Standards Act, 2000 and includes the number of hours worked in each week. Payment for correction of errors in wage payments shall be made by separate cheque.

11.03 In the case of layoff, all employees will be notified the day before the layoff, where practical, but in any event, employees shall receive one (1) hours' notice, or pay in lieu of notice, in advance of the layoff.

11.04 Whenever an employee's employment ends, all outstanding wages to which the employee is entitled, along with a statement of wages, will be delivered to the employee at the next regularly scheduled pay date.

11.05 Payment for travel expenses and out-of-town allowances will be clearly identified on the employee's statement of wages and will be also identified as required for tax returns.

ARTICLE 12 – STATUTORY HOLIDAYS & VACATION PAY

12.01 All work performed on:

- | | | | | |
|----------------|------------------|-------------|---------------|------------|
| New Year’s Day | Family Day | Good Friday | Victoria Day | Canada Day |
| Labour Day | Thanksgiving Day | | Christmas Day | Boxing Day |

shall be paid for at the rate of two (2) times the employee's regular straight time hourly rate for each hour worked.

12.02 Vacation and Statutory Holiday pay shall be paid to employees covered by this collective agreement at the rate of eight percent (8%) of their regular straight time hourly rate for each hour worked, four percent (4%) being allocated to vacation pay and four percent (4%) being allocated in lieu of payment for Statutory Holiday pay.;

12.03 If a Statutory Holiday falls on a Saturday or Sunday, the holiday will be observed on the day or days immediately following or preceding the weekend.

ARTICLE 13 – REPORTING ALLOWANCE

13.01 An employee who reports for work at the regular starting time, unless directed not to report, and for whom no work is available, including inclement weather, shall receive two (2) hours pay, whether the employee works at a later hour or not, providing the employee remains on the job for the two (2) hours duration, if so requested by the Project Manager.

13.02 An employee who is requested by the Project Manager to remain at the job beyond the two (2) hour period for whom no work is available, shall receive four (4) hours pay, whether the employee starts work at a later hour or not, providing the employee is required to remain on the job for four (4) hours duration.

ARTICLE 14 – SAFETY & SANITATION

14.01 The Employer will provide suitable facilities on all projects in accordance with its obligations under the Occupational Health & Safety Act.

14.02 All workers, including the job steward, shall comply with their obligations under the Occupational Health & Safety Act, including the obligation to bring to the attention of their supervisor any unsafe conditions or violations of safety regulations.

14.03 Trucks that are used to carry workers and materials at the same time will be provided with adequate seating for all passengers and materials or equipment shall be stored separately from the passengers.

14.04 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 two hundred (200) dollars. In all cases, an employee must provide a written signed statement of the items and the amount of any loss incurred.

14.05 It is agreed that Union members will have and maintain the following current safety certificates for Worker Health and Safety Awareness Training, WHMIS, Working at Heights, and any other mandatory safety training, provided training is available through the Union training centre.

14.06 When training is requested by the Employer it shall be understood that the employees will be paid by the Employer at the regular straight time hourly rate.

ARTICLE 15 – PERSONAL PROTECTIVE EQUIPMENT

15.01 The Employer will provide the employees with all personal protective equipment (“PPE”) as required to perform their duties.

15.02 The Union recognizes the right of the employer to economically supervise the distribution of the protective clothing provided and will cooperate with the Employer to prevent wasteful practices.

15.03 Commencing upon the date this agreement is signed and in each calendar year an employee who works for five hundred (500) hours shall be entitled to be reimbursed up to one hundred and twenty-five (25) dollars towards the purchase of safety boots or safety clothing, upon presentation of receipts.

ARTICLE 16 – SUBCONTRACTING

16.01 The Employer agrees that it will not subcontract work normally performed by bargaining unit employees if doing so would result in layoffs or reduced regular hours of work of any employees working under this Agreement or unless it is necessary to subcontract work in an emergency.

ARTICLE 17 – REINSTATEMENT OF EMPLOYEES UPON RETURN FROM A WORKPLACE ACCIDENT

17.01 If an employee is injured at the workplace, the Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician and the Employer shall pay for the transportation.

17.02 The Employer shall pay an employee injured at the workplace their wages and employment benefits for the day of injury as if the accident had not occurred.

17.03 Both the Employer and an injured worker, who is entitled to receive benefits under the Workplace Safety and Insurance Act, 1997, have a responsibility to co-operate in the Early and Safe Return to Work of the injured worker to suitable work under this agreement in accordance with their respective obligations under the Workplace Safety and Insurance Act, 1997, and in compliance with the Employer's Early and Safe Return to Work Policy.

ARTICLE 18 TRAVEL TIME

18.01 Where the Employer provides employees with transportation to a job site in a company vehicle, the driver will be paid at the regular straight time hourly rate, each way, between the assembly point and the job.

18.02 If the Employer obtains an out of town job, it will notify the Union and the parties will meet to discuss any travel and/or accommodation allowances that may be applicable to that job.

(b)18.03 If the Employer directs an employee to move from one job site to another job site during the work shift, and they have to use their own vehicle, a mileage expense will be paid to employees at the CRA guideline rate per kilometre for traveling from job to job during work hours plus the employees regular or premium hourly rate for all time spent traveling. For employees not using their own vehicle, they shall receive their regular or premium hourly rate for all time spent traveling.

ARTICLE 19 – DUES AND FUNDS

19.01 **Working Dues Assessment:** The Employer agrees to deduct from the base rate of each employee covered by the agreement, Union working dues equivalent to three percent (3%) per hour for each hour worked and remit this amount together with a list of the names, social insurance number of said employees, and the number of hours worked by them, and base rate earned, as indicated in Schedule "A", no later than the fifteenth (15th) day of the month following the month in which they are due.

19.02 **Ontario Provincial District Council (OPDC) Dues:** The Employer agrees to deduct from each employee covered by this agreement, for every hour worked, the amount of the OPDC dues set out in Schedule "A" and remit to the LIUNA Pension Fund of Central and Eastern Canada on or by the fifteenth (15th) of the following month that such deductions were made.

19.03 **Local Monthly Dues:** The Employer agrees to deduct from each employee covered by this agreement monthly dues in the amount as notified by the Local Union in writing, and remit to the employee's home Local Union on or by the fifteenth (15th) of the following month that such deductions were made.

19.04 **Health & Welfare:** The employer will continue to maintain the existing health benefits program in place for employees from January 1, 2025 until September 30, 2025. Commencing October 1, 2025, the employer agrees to make contributions as set out in Schedule "A" to the Local Union for health and welfare benefits.

19.05 Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's last payroll ending nearest to the last day of the preceding calendar month.

ARTICLE 20 – EMERGENCY / ON-CALL WORK

20.01 The Union, in its own right and on behalf of all bargaining unit employees, acknowledges and recognizes the time sensitive and emergency nature of the remediation, restoration and mitigation work performed by the employer and as such agrees that employees may be required to be called in, , and may be required to be available to be called in, to perform such work.

20.02 The Employer will establish an On-Call Schedule, and will make best efforts to ensure that employees are included on its On-Call Schedule equitably and in regular rotation. Employees not on the On-Call Schedule shall be called into work only where there are not enough on-call employees to perform the work.

20.03 Notwithstanding Article 20.02 above, in the event of an emergency call, where the protection and safety of property is time sensitive, the Employer reserves the right to dispatch key personnel and subcontractors to investigate and protect the area.

ARTICLE 21 – MAINTENANCE OF WAGES

21.01 No current employee of the Employer shall suffer a reduction in their wages as a result of this agreement.


ARTICLE 22 – DURATION

22.01 This collective agreement shall commence on January 1, 2025 and shall remain in effect until December 31, 2026, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination of or proposed revision of this agreement, not more than sixty (60) days and not less than thirty (30) days before December 31, 2026, or in a like period in any year thereafter.

The Parties agree that this Collective Agreement shall be executed in counterpart and transmitted electronically and that, when taken together, shall constitute one whole agreement.


DATED THIS 4th DAY OF MARCH 2025.

SIGNED ON BEHALF OF:
1712033 ONTARIO INC. O/A WINMAR NIAGARA

Signed by:

D31F79DF160645F...

Doug Hopkins _____
Print Name & Employer Name

SIGNED ON BEHALF OF:
LABOURERS' INTERNATIONAL UNION OF NORTH
AMERICA, ONTARIO PROVINCIAL DISTRICT
COUNCIL

DocuSigned by:

69AC6790E2D64DC...

Trevor Popovich _____
Print Name & Position with Local

1712033 ONTARIO INC. o/a WINMAR NIAGARA 2023-2026

General Labourer

Effective Date	Wages/ Hourly Rate	8% Vac. Pay	BENEFITS			Pension	Train. Fund	Tri-Fund	Total Package	Work Dues (3%)	OPDC
			Welfare Benefit	Legal Fund	Schol. Fund						
01JAN25	\$21.00	\$1.68							\$22.68	\$0.63	
01OCT25	\$22.10	\$1.77	\$2.63						\$26.50	\$0.66	\$0.40
01JAN26	\$22.10	\$1.77	\$2.63						\$26.50	\$0.66	\$0.40

Carpenter

Effective Date	Wages/ Hourly Rate	8% Vac. Pay	BENEFITS			Pension	Train. Fund	Tri-Fund	Total Package	Work Dues (3%)	OPDC
			Welfare Benefit	Legal Fund	Schol. Fund						
01JAN25	\$30.50	\$2.44							\$32.94	\$0.91	
01OCT25	\$30.90	\$2.47	\$2.63						\$36.00	\$0.92	\$0.40
01JAN26	\$30.90	\$2.47	\$2.63						\$36.00	\$0.92	\$0.40