

**COLLECTIVE AGREEMENT
BETWEEN**

**COCO ASPHALT ENGINEERING
A DIVISION OF COCO PAVING INC.**

(Hereinafter referred to as the "Company")

AND

UNIFOR AND IT'S LOCAL 219-0

(Hereinafter referred to as the "Union")



November 30, 2018, to December 1, 2022

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WHEREAS, the decision of the Ontario Labour Relations Board dated the 15th day of November, 2000, the Union was certified as the bargaining agent of employees of the Company as hereinafter set forth:

AND WHEREAS, it is the intent and purpose of the Union and the Company to further a harmonious relationship between the Company and its employees.

NOW THEREFORE WITNESS THAT the parties hereto agree as follows:

ARTICLE 1 - PURPOSE

1.01 The general purpose of the Agreement is to establish and maintain Collective bargaining relationships between the Company and the Union and to provide the machinery for the prompt and equitable disposition of grievance, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement. The parties hereto recognize their mutual interest in and responsibility for the successful operation of the Company and agree it is the duty of the Union, Company and the employees to promote at all times the progress of the plant by cooperating to the fullest in all matters having to do with the successful operation of the Company.

1.02 The use of masculine gender in this Agreement shall be considered also to include the feminine.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole bargaining agent for all employees of Coco Asphalt Engineering, A Division of Coco Paving Inc. at its Millhaven marine terminal in the Township of Loyalist, save and except Supervisors, persons above the rank of Supervisor, office and clerical staff.

2.02 The Company shall advise all new employees through the provision of the Union's application for membership form that the UNIFOR and its local 219-0 is recognized bargaining agent for all such employees.

ARTICLE 3 - MEMBERSHIP

3.01 Employees who are members of the bargaining unit shall maintain their membership in

the Union and pay Union dues as a condition of their continued employment with the Company. The Company will deduct initiation fees and regular weekly Union dues from all bargaining unit members upon completion of their probation period. Such employees shall sign a dues authorization form and the Company shall deduct such weekly dues in accordance with its terms. The Union will notify the Company, at least 30 days in advance, of any changes in initiation fees or weekly dues.

3.02 The Company agrees to deduct from the wages of the employees who are members of the Union regular weekly Union dues once each week and to remit same to the Secretary-Treasurer of the Local Union. The Company will provide the Union with a check-off list setting out the employee's name, hourly rate and amount of dues deducted. Such authorization form shall be provided by the Union.

3.03 The Union agrees to indemnify and save the Company harmless against all suit, actions, cause of action, and claims of any kind or nature whatsoever which may arise by reason of supplying the above information and the deduction of dues as aforesaid.

ARTICLE 4 - UNION REPRESENTATION

4.01 The Company acknowledges the right of the Union to appoint or otherwise select from its members who are employees of the Company one (1) Shop Steward at the terminal.

In situations when the Company institutes a second shift, the Company will recognize an Alternate Shop Steward on that shift.

4.02 The Union acknowledges that the Steward(s) has his regular duties to perform on behalf of the Company, and that such person will not leave his regular duties without receiving permission from the Supervisor. Before leaving his work station for the purpose of processing a grievance, or attending to matters arising between the Union and the Company, such Steward shall state his destination to his Supervisor, and provide a reasonable estimate of the length of time during which he expects to be absent and to report again to the Supervisor at the time of his return to work. A Steward(s) will not suffer loss of pay for conducting Union business at the plant as describes above.

4.03 The Company agrees to recognize a Union bargaining committee of two (2) members for the purpose of negotiating the renewal of this Agreement.

4.04 The Union's National Representative shall obtain permission from the Company prior to accessing the Company's premise to conduct Union business, and the Company will designate a plant location for that purpose.

4.05 The Company will provide a bulletin board in the plant for the use of the Union. The

Union will use this space for posting Union notices and official papers only. It is understood that any notice other than a notice of a Union meeting, notices of Union elections, constitutional change or convention shall be subject to the approval of the Plant Manager. Notices shall only be posted by an authorized Union Representative.

4.06 **PAID EDUCATION LEAVE (PEL)**

The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the

Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto ON M2H 3H9

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The management of the Company's operation, the selection and direction of the working force shall continue to be absolutely vested with the Company, except where abridged or restricted by the terms of this Collective Agreement.

ARTICLE 6 - NO STRIKE, NO LOCK-OUTS

6.01 The Union agrees that there be no strike and the Company agrees that there be no lock-out during the term of this Agreement. The word "strike" and the word "lockout" shall be deemed to have the meaning given to them in the Labour Relation Act, 1995 R.S.O.

ARTICLE 7 - NO DISCRIMINATION

7.01 There shall be no discrimination, interference, intimidation, restraint or coercion or practice by either the Company or the Union, or by any of their representatives.

ARTICLE 8 - SENIORITY

8.01 A new employee shall be considered probationary during the first ninety (90) days worked with the Company and shall have no seniority rights or recourse to the grievance procedure during that period.

The termination of a probationary employee for any reason relating to performance or operational requirements shall be in the sole discretion of the Company and shall not be the subject of a grievance or arbitration.

Upon successful completion of the probationary period, seniority will date back to the last date of hire and shall then have his name placed on the seniority list.

8.02 An employee shall lose his seniority standing in the Company and his employment status

shall be deemed terminated for any of the following reasons:

- (a) If the employee voluntarily quits his employment with the Company;
- (a) If the employee is discharged for cause, and such discharge is not reversed at the grievance and arbitration procedures provided for herein;
- (b) Failure to return to work after a lay-off within five (5) working days after the employee has received notification by registered mail at his last address as shown in the Company records and the Company will rely upon the accuracy of the information on file:
- (c) In the event of a lay-off in excess of an employee's continuous service, to a maximum of eighteen (18) months;
- (d) In the event that he is absent for three (3) consecutive working days without notifying the Company, unless a reason for such failure or notice satisfactory to the Company is provided;
- (e) If he is absent due to a medically documented sickness or accident that exceeds a period of twenty-four (24) months;
- (f) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted or exceeds the period of the leave of absence without a satisfactory explanation to the Company.

8.03 An up-to-date seniority list will be posted annually and a copy of the list will be made available to the Union.

8.04 In the event of a decrease or an increase of working forces covered by this Agreement, the Company shall consider the following factors:

- (i) Length of continuous service for each employee concerned;
- (ii) The ability, skill, and qualifications of the employee to perform the normal requirements of the job.

The Company shall consider factor (II) first. If factor (II) is approximately equal as between two (2) or more employees then factor (I) shall govern.

8.05 Where two (2) or more employees have started to work on the same day their seniority

shall be determined by alphabetical order.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 An employee who feels he has a legitimate complaint or grievance may take the matter up with his Supervisor or Plant Manager as soon as possible, but not later than three (3) working days after the occurrence of the facts giving rise to the grievance. As a condition

of the grievance's validity, including arbitrability, the grievance must specify the exact Article violated and the remedy sought.

Step 1

If the employee has a legitimate grievance, he shall first discuss this matter with his Supervisor or Plant Manager. The employee may be accompanied by the shop steward if the employee wishes. Failing settlement of the grievance within two (2) working days thereafter, the grievance shall be reduced to writing and issued to the Supervisor. He shall give his decision in writing within five (5) working days. If the grievance remains unsettled, the Union shall present the grievance to Step 2 within two (2) working days of the receipt of such decision.

Step 2

In the event that the grievance is not settled at Step 1, an official or officials of the Union shall meet with representatives of the Company, within five (5) working days of the referral. A decision will be given within five (5) working days of the meeting. Failing settlement under Step 2 of any difference between the parties arising from the alleged violation of this Agreement. Such difference may be taken to arbitration as hereinafter provided, and if no written request for arbitration is received within ten (10) full working days after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned.

- 9.02 Saturdays, Sundays and Holidays are excluded in computing the time limits specified in the Article.
- 9.03 All time limits as expressed herein are mandatory, as opposed to directory. Failure by the grievor or the Union to comply strictly with such time limits shall have the result in the grievance being deemed to have been abandoned. Failure by the Company to comply strictly with such time limits shall have the result that the grievance may be processed to the next stage. The parties may mutually agree to extend such time limits.
- 9.04 Any grievance concerning disciplinary action of an employee or affecting a group of employees shall be submitted at Step 2.
- 9.05 Any grievance arising directly between the Company and the Union shall be submitted at Step 2.

ARTICLE 10 - ARBITRATION PROCEDURE

- 10.01 Only valid grievances as determined by an Arbitrator may be arbitrated.
- 10.02 Within ten (10) working days after either party requests that any difference herein before them be submitted to arbitration, the Union and the Company, will, subject to mutual agreement, select a single Arbitrator.

10.03 If the parties fail to agree on an Arbitrator within thirty (30) days, either party may request the Ministry of Labour for the Province of Ontario to appoint an Arbitrator.

10.04 Each of the parties hereto will bear its own expenses with respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

10.05 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not specifically covered by this Agreement excepting applicable legislation.

10.06 The decision of the Arbitrator shall be final and binding on the parties.

10.07 The time limits set out in the arbitration procedure are mandatory. Failure by the Union or Company to comply strictly with such time limits shall result in the grievance being deemed to have been abandoned. The time limits in the arbitration procedure may be extended by agreement between the parties.

ARTICLE 11 - DISCIPLINARY PROCEDURES

11.01 The following incidents of misconduct shall attract the specific penalty of discharge:

- (a) Theft of Company property or the property of a fellow employee;
- (b) Fighting or assault while on Company property;
- (c) Falsification of Company records, including punching another employee's time card, where it is learned that the employee whose time card was punched did not work the hours indicated.

11.02 Copies of all disciplinary warnings and notices shall be provided to the Union by delivering the same to the Shop Steward.

11.03 The record of disciplinary notation on an employee's file shall be removed after a period of twenty-four (24) months provided there was no further disciplinary occurrence during that period.

ARTICLE 12 - HOURS OF WORK

12.01 It is understood and agreed that this Article defines the normal hours of work for the purpose of computing overtime and shall not be construed as a guarantee of hours of work.

The workweek shall commence with the beginning of the first shift Sunday or at the beginning of the shift starting closest thereto.

In the event of a requirement for the Company to change shifts, the Company will provide advance notice to the Union Steward and will discuss the reasons for the change if requested.

12.02 Employees may be worked at straight time the basic hourly rate for fifty (50) hours per week Sunday to Saturday.

It is understood that employees may take one-half (1/2) an hour for lunch without pay during the working period at a time designated by the Company. Employees shall be entitled to two (2) fifteen (15) minute coffee breaks during the middle two (2) hours of each half shift without loss of pay.

12.03 The Company in accordance with its requirement will determine the daily starting time and quitting time for all employees.

12.04 Time and one-half (1 & 1/2) the basic hourly rate will be paid for all hours worked in excess of fifty (50) hours per a week.

12.05 Employees working on a night shift will be paid a seventy cent (70¢) per hour premium for all hours worked on a night shift.

Shift premiums shall be applied to all hours worked between 7.00 p.m. and 7.00 a.m. for regular scheduled shifts which commence at 7.00 p.m. or later. Shift premiums will also be paid for those hours of an earlier night shift start time when the majority of hours worked on the shift are beyond 7.00 p.m. but only for those hours beyond 7.00 p.m. In no case however will shift premiums be paid for any hours worked past 7.00 a.m. from a night shift or beyond 7.00 p.m. from a day shift. It is understood that shift premiums will not be applied to any minimum call in hours triggered under Article 12.06.

12.06 An employee who has already left the job after the completion of his regular day or shift, and is called to return to work, shall receive a minimum call-in amount to four (4) hours

at straight time rates. Any subsequent call-in beyond the first four (4) hour period will result in a further minimum call-in of two (2) hours.

Any call-in hours that are in excess of an employee's 50-hour straight time maximum will be paid at time and one-half ($1\frac{1}{2}$) the basic hourly rate.

12.07 All overtime will be scheduled by first asking the most senior qualified employee. In the absence of available employees, then this overtime will be filled by scheduling qualified employees in reverse order of seniority.

The only exception to the above is that qualified employees on shift will perform reasonable same day overtime before the Company is required to call employees in order of seniority.

ARTICLE 13 - RATES OF PAY

13.01 The Company agrees to pay and the Union agrees to accept, for the term of this Agreement, the following rates of pay per hour:

Classification and Rates

Classification	Current Rate	June 10, 2019	Dec 1, 2019	Dec 1, 2020	Dec 1, 2021
Process Operators	\$21.88	\$22.48	\$23.08	\$23.68	\$24.28
Laboratory Technician	\$20.78	\$21.38	\$21.98	\$22.58	\$23.18
Terminal Labourers	\$19.68	\$20.28	\$20.88	\$21.48	\$22.08
Welder	\$28.50	\$29.10	\$29.70	\$30.30	\$30.90
Welding Mechanical Lead	\$32.00	\$32.60	\$33.20	\$33.80	\$34.40

Note: Employees hired as Labourers will be hired and employed at:

90% of the prevailing classification rate for the first four (4) months of full-time employment.

100% of the prevailing classification rate after four (4) months of full-time employment.

Retro Pay- Upon ratification of this agreement the Company will pay each employee retroactive wage rate increases from November 30, 2018 excluding pension increase as defined in Article 17.01 below.

13.02 New employees during their probationary period will be paid twenty percent (20%) per hour less than the above rates.

13.03 The Company will pay to each employee one hundred and eighty dollars (\$180) for the purchase of safety work boots and/or cold weather safety gear provided the employee has a minimum of one (1) years' service at the time of requests, and submits a receipt of proof

of purchase. This allowance shall be effective January 1, 2015 and paid annually thereafter for the duration of the Agreement.

The above is conditional on employees wearing safety boots that meet the safety requirements of the Company and are in an acceptable condition of wear.

The Company will pay to each employee the sum of fifty (\$50.00) dollars towards the purchase of cold weather safety gear provided the employee has a minimum of one (1) years' service at the time of request, and submits a receipt as proof of purchase.

13.04 The Company will pay employees weekly.

ARTICLE 14 - VACATIONS

14.01 Each employee covered by this Agreement shall be entitled to vacation in the amounts of not less than four percent (4%) of the wages earned by him in the twelve (12) month period ending June 30th in any year.

14.02 An employee who has established one (1) year's seniority shall be entitled to two (2) weeks' vacation.

14.03 Employees who have completed five (5) or more years' service as of June in any year shall be entitled to vacation pay at the rate of six percent (6%) for service in excess of five (5) years. Such employee will be entitled to three (3) weeks' vacation.

Employees who have completed twelve (12) or more years' service as of June 30th in any year shall be entitled to vacation pay at the same rate of eight (8) percent for service in excess of twelve (12) years. Such employees will be entitled to three (3) weeks vacations.

Employees who have completed twenty (20) or more years of service as of June 30th in any year will be entitled to four (4) weeks' vacation.

It is understood that the third week of vacation may not be consecutive with the first two weeks without the consent of the Company.

Employees who have been laid off for a period of one (1) month or more will only be entitled to two (2) week vacation time off.

14.04 Vacations shall be scheduled according to the production requirements of the Company.

ARTICLE 15 - PAID HOLIDAYS

15.01 The following listed holidays, regardless of when they fall, will be granted to all employees with pay, except new employees who have not completed their probationary period.

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

1st Monday in August

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

The basis of pay shall be eight (8) hours at straight time. In the event that any of the above noted holidays falls on a day that the employee is off and would have been normally scheduled to work more than eight (8) hours, payment for such statutory holiday will be the amount the employee would normally earn on a scheduled day of work up to a maximum of ten (10) hours at straight time.

Probationary employee's holiday pay for the paid holiday set out above shall equal to an amount calculated by adding the total straight time regular wages earned in the four (4) week period before the week in which the holiday occurs divided by twenty (20).

15.02 If any of the above-mentioned days are worked, they shall be paid for at time and one-half (1 1/2) the basic hourly rate for such hours worked, in addition to the holiday pay.

15.03 An employee will be paid for the above holiday, if he has worked the working day before the holiday and the working day after the holiday, except for an illness on one of the qualifying days as documented by a valid medical certificate, on vacation or paid holiday.

ARTICLE 16 - WELFARE PLAN

16.01 The Company agrees to pay the cost of the premiums to a group insurance carrier to

provide the following benefits:

- (a) Group Life Insurance in the amount of forty thousand (\$40,000.00) dollars.
- (a) Accidental Death and Dismemberment Insurance in the amount of forty thousand (\$40,000.00) dollars.
- (b) Major Medical Plan to provide a reimbursement of 80% of the cost for prescribed drugs (drugs which can only be purchased by prescription). Semi-private hospital room.

- (d) Long Term Disability in the amount of one thousand (\$1000.00) dollars per month effective December 1, 2012, payable after 120 days of continuous disability as defined by the Plan, payable until the earliest of your recovery, attainment of age 65 or death.
- (a) Dental - Basic, periodontal and denture repairs. Reimbursement is 80% of Basic and 50% of other services as listed under the "Schedule of Benefits".

16.02 The Company agrees that prescription safety eyeglasses will be provided as per the prevailing Company prescription safety eyeglass policy.

Qualification

Effective on the first day of the second month after completing twelve hundred (1200) continuous hours of work provided you are actively at work on that date.

The foregoing are subject to the terms of the plans in each case, including the eligibility requirements as established under the plan.

ARTICLE 17 - GROUP R.S.P.

17.01 The Company agrees to continue the present plan with the Company and employee each contributing ninety-five cents (95¢) per hour for each hour worked to a maximum of twenty-two hundred (2200) hours annually.

Effective June 10, 2019 amend matching contributions from ninety-five cents (95¢) cents to one dollar (\$1.00) per hour.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 An employee will be granted up to three (3) days funeral leave without loss of pay for the purpose of attending or arranging the funeral in the event of a death in the employee's immediate family. The immediate family is defined a spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparent and grandchildren. One (1) day funeral leave will be granted without loss of pay for the death of an employee's immediate brother-in-law and sister-in-law.

The above funeral leave will be subject to the following:

- (a) The employee must notify his immediate Supervisor before taking the funeral leave.
- (b) The employee's absence is due to making arrangements and/or attendance at the funeral. Pay will not be granted if the employee does not attend the funeral, except in cases where medical or travel prevents the employee from attending. The Company may request proof of death.

- (c) Pay for funeral leave will be based on ten (10) hours per day at the employee's straight time rate for the days an employee is normally scheduled to work.
- (d) Should an employee suffer a bereavement while on vacation, they shall notify the employer and shall be considered as on funeral leave. The employee's remaining vacation days shall be rescheduled at a time mutually agreed to.

18.02 Leave of absence without pay for legitimate personal reasons may, at the discretion of the management may be granted without loss of seniority, provided that an application is made in writing.

18.03 A Union leave of absence for legitimate Union business may be granted to an employee without loss of seniority, and in the Company's sole discretion, in consideration of:

- (a) Production requirements of the plant;
- (b) Only one (1) employee may be off on Union leave at any given time;
- (c) Written notice is received by the Company a minimum of fifteen (15) working days prior to the commencement of such leave. Such advance notice is not required with respect to meeting involving the Company and the Union in collective bargaining negotiations.

Unifor assumes all employee benefit cost for leaves in excess of one month.

ARTICLE 19 - DURATION OF AGREEMENT

19.01 Unless changed by mutual consent, the terms of this Agreement shall continue in effect until December 1st, 2022 and shall continue automatically thereafter for annual period of one year unless either party notifies the other in writing within the period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.

19.02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act, 1995, R.S.O./and amendments thereto, have been completed, whichever date should first occur.

DATED AT _____, THIS ____ DAY OF _____, 201__.

	ON BEHALF OF	THE
UNION:		ON BEHALF OF THE COMPANY:
_____		_____
_____		_____

LETTER OF UNDERSTANDING # 1: NIGHT SHIFT SCHEDULES

BETWEEN:

UNIFOR and its Local 219-0

AND:

LAFARGE ASPHALT ENGINEERING
A DIVISION OF LAFARGE PAVING & CONSTRUCTION LIMITED

Re: NIGHT SHIFT SCHEDULES

The Employer will endeavour to post a weekly night shift schedule.

The Employer will also endeavour to provide employees with reasonable notice of changes to the scheduled overall weekly shifts as affected by customer operations/demands.

The Union recognizes that the above will not limit the Employer in any way in the exercise of its management rights.

DATED AT KINGSTON, ONTARIO, THIS, 23rd DAY OF April, 2012.

ON BEHALF OF THE UNION:

ON BEHALF OF THE COMPANY:

LETTER OF UNDERSTANDING # 2: PROCESS OPERATOR CLASSIFICATION

BETWEEN:

UNIFOR and its Local 219-0

AND:

LAFARGE ASPHALT ENGINEERING
A DIVISION OF LAFARGE PAVING & CONSTRUCTION LIMITED

Re: PROCESS OPERATOR CLASSIFICATION

The parties agree that the employer will maintain a minimum of three (3) full-time Operator classifications for the term of this Agreement.

Only when a Process Operator is not available (e.g. Holiday relief, Vacation relief, Sickness etc.) will an employee in a lower classification be stepped up and be paid the Operator classification rate.

The Collective Agreement will apply in choosing/selecting the employee to be stepped

up. DATED AT KINGSTON, ONTARIO, THIS 23rd, DAY OF APRIL, 2012.

ON BEHALF OF THE UNION:

ON BEHALF OF THE COMPANY:
