



# **COLLECTIVE AGREEMENT**

Between  
**GRACEVIEW ENTERPRISES INC.**

and  
**CLAC LOCAL 53**

**DURATION: July 1, 2020 – June 30, 2023**

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Between

**GRACEVIEW ENTERPRISES INC.**

**(hereinafter referred to as "the Employer")**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 53**

**(hereinafter referred to as "the Union")**

**DURATION: July 1, 2020 – June 30, 2023**

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# COLLECTIVE AGREEMENT

**Between:**

**Graceview Enterprises Inc.  
(hereinafter referred to as “the Employer”)**

**and**

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 53  
(hereinafter referred to as “the Union”)**

**Expires: June 30, 2023**

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## ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b. to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
  - c. to establish an equitable system for the promotion, transfer, layoff and recall of employees;
  - d. to establish a just and prompt procedure for the disposition of grievances;
  - e. and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Union, the Employer and the employees which will be conducive to their mutual well-being.
- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.

## ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for:
- a. all employees in the bargaining unit as described in the Certificate issued by the Ontario Labour Relations Board and/or as classified in Schedule A in the employ of the Employer in the Counties of Oxford, Perth, Huron, Middlesex, Bruce and Elgin, save and except non-working foremen and persons above the rank of non-working foreman; and
  - b. all employees in the bargaining unit working in the province of Ontario and not otherwise covered by sub-paragraph (a) hereof, save and except non-working foremen and persons above the rank of non-working foreman.
- 2.02 This Agreement covers all employees of the Employer as described in Article 2.01 (2.01a) and (2.01b) above.
- 2.03 Except in cases of emergency or during periods of extreme work slowdown, non-working foremen, supervisors and other non-bargaining unit employees normally shall not perform work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit provided such employees may perform any work required if they are able to and have time available.
- 2.04 There shall be no revision, amendment or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement except by the mutual agreement in writing of the parties hereto. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by the mutual agreement in writing of the parties.

- 2.05 The Employer agrees that the Construction Workers Union, CLAC Local 53 and its duly appointed representatives are authorized to act on behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.06 The Union acknowledges that it is the function of the Employer:
- a. to manage the enterprise in its entirety, including the scheduling of bargaining unit work, control of materials and determination of requirements of non-bargaining unit work;
  - b. to maintain order, discipline and efficiency, and to make, alter and amend rules of conduct and procedure for employees provided that such rules are consistent with the purpose and terms of this Agreement and are administered in a fair and reasonable manner;
  - c. to hire, direct, transfer, promote, layoff, suspend and discharge provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that has been discipline or discharged without just cause will be subject to the grievance procedure.
- 2.07 The Employer may not contract work except where:
- a. he does not possess the necessary facilities or equipment;
  - b. he is currently not employing the required manpower or it is not practical to assign the manpower for reasons of cost, transportation, location or nature of the task; or
  - c. he cannot perform the work in a manner that is competitive in terms of cost, quality or within the projected time limits.

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

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a. The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
  - b. CLAC representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 The Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.
- 3.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A CLAC representative may attend such meetings if that is requested by an employee or by the Employer.
- 3.05 There shall be no Union activity during working hours, or on Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

- 3.06 CLAC representative for members of this bargaining unit shall have the right to periodically visit job sites but without interference with work.
- 3.07 The Union has the right to appoint the members of a negotiating committee to a maximum of two (2) employees. Employees on the committee shall be paid by the employer at their regular hourly rates for all time spent on negotiating a collective agreement with the employer whenever this takes place during the regular working hours of the employees concerned.

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

- 4.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

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

- 5.01
- a. The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Contractor will notify the Union of manpower requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Contractor at its discretion may hire employees listed or from other sources.



- b. To assist in the efficient placement of appropriately skilled members with the Employer, it is agreed that the Employer will promptly inform the Union office of members who are laid off, recalled, and when new employees are hired. The Employer will cooperate by providing the names, addresses, and telephone numbers of these employees. Laid off employees will also cooperate by notifying the Union office of their status.
- 5.02 The Employer has the right to hire new employees as needed provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.
- 5.03
  - a. New employees will be hired on a probationary basis and shall attain regular employment status after sixty (60) worked days within a period of six (6) calendar months. Their respective seniority shall be dated back to the date of beginning of employment within the six (6) month period.
  - b. Students hired during the summer vacation period will not attain regular employment status. In case of layoffs students employed during the summer vacation period will be the first to be laid off.
- 5.04 Probationary employees are not covered by this Agreement excepting those provisions which specifically include such employees.
- 5.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or a CLAC representative in order to give such Steward or CLAC

representative an opportunity to describe the Union's purposes and representation policies to such new employees.

- 5.06 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

## **ARTICLE 6 - UNION DUES, REMITTANCES, AND DATA COLLECTION**

- 6.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to the Union dues as set by the National Convention of the Union and as described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire. The responsibility to inform new employees of this shall be shared between the Employer and the Union.
- 6.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the fifteenth (15<sup>th</sup>) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.
- 6.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 6.04 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. first, middle and last name;
  - b. rate of hourly pay;

- c. any hourly premiums;
- d. gross earnings;
- e. total regular and overtime hours worked in the month for which such deductions are made. (If and employee earned both 1½ and double time overtime premiums, these hours shall be recorded separately);
- f. dues deducted and remitted on behalf of the employees as may be prescribed by the Union;
- g. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
- h. Social Insurance Number in first remittance; and,
- i. date of birth in first remittance.

6.05 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:

- a. complete mailing address;
- b. e-mail address;
- c. primary telephone number;
- d. date of hire;
- e. classification, including trade certificate number and apprenticeship level or year;

6.06 The Employer shall also record on a remittance any of the following changes in employment status:

- a. change in classification, level or apprenticeship year; or

- b. job end date (for temporary, or permanent separation).
- 6.07 All contributions and deductions pursuant to this Agreement (i.e. Health and Welfare Plan, Pension Plan, Education and Training Fund, and Industry Fund) shall be remitted together with and in the manner described for Union dues, as set out here in Article 7.
- 6.08 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of the Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or Union Representative in order to give such Steward or Union Representative an opportunity to describe the Union's purposes and representation policies to such new employees.
- 6.09 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.

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

- 7.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A".
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement and the rates for same will be subject to negotiation between the Employer and the Union.

- 7.03 The Employer agrees to pay two (2) hours of wages in the event that the employee reports for work in the usual manner and is prevented from starting work due to any cause not within his control providing the employee remains at the job for the full two (2) hours. In case of inclement weather conditions, the employee shall be obligated to call the Employer to ascertain whether or not he shall report for work.
- 7.04 Employees shall be paid on Thursday of each week by direct deposit. Pay stubs will be available at the shop on Friday of that week. The employees who are working out of town shall receive them with the next available mailbag. This is provided that they fax their time cards in at the end of each workweek, provided a fax machine is available.

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

- 8.01 The regular work week shall consist of forty-four (44) hours, nine (9) hours per day, Monday through Thursday and eight (8) hours on Friday.
- 8.02 Work performed in excess of nine (9) hours per day Monday through Thursday and eight (8) hours on Friday shall be paid at one and one-half (1½) times the regular rate of pay.
- 8.03 Work performed on Saturday shall be paid at one and one-half (1½) times the regular rate of pay for such hours provided the employee has completed the regular work week of forty-four (44) hours. If the employee has not completed the regular work week after eight (8) hours of work on Saturday, he shall nevertheless receive one and one-half (1½) times the regular rate of pay for work in excess of eight (8) hours. Saturday work shall be voluntary on the part of the employee.

- 8.04 Work shall not be performed on Sunday. If extraordinary circumstances necessitate work on Sunday and, only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of double (2x) the regular rate of pay for such hours irrespective of weekly hours.
- 8.05 A shift premium of ten percent (10%) of the applicable hourly wage rate will be paid for all hours worked on an afternoon or night shift. Any shift starting at or after 3:00 p.m. is an afternoon or night shift.

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

9.01 The vacation year shall be January 1 to December 31.

9.02

a. **Advance Booking of Summer Vacation**

By March 1 of each year, the Employer will endeavour to facilitate this process by circulating a notice asking employees to submit their vacation requests for the summer period.

It is the employee's responsibility to submit any such requests in writing no later than March 15.

By April 8, the Employer shall advise each employee of vacation granted for the summer period.

The granting of requests shall be subject to operational requirements; where more employees have requested time off than can be accommodated, seniority shall prevail.

b. **All Other Vacation Time Requests**

After March 15, all other requests for vacation time (summer period or other time periods) shall be granted on a first-come, first-served basis. Where conflicting requests are received on the same day, seniority shall prevail.

The granting of requests shall be subject to operational requirements; where more employees have requested time off than can be accommodated, seniority shall prevail.

9.03 Once vacation time has been granted to an employee, the employer shall not have right to change the granted vacation time.

9.04

- a. Employees who have completed less than three (3) years of service with the Employer, dated from their date of hiring, shall receive ten (10) days of vacation with pay equal to four percent (4%) of their annual gross earnings.
- b. Employees who have completed three (3) years of service with the Employer, dated from their date of hiring, shall receive fifteen (15) days of vacation with pay equal to six percent (6%) of their annual gross earnings.
- c. Employees who have completed fifteen (15) years of service with the Employer, dated from their date of hiring, shall receive twenty (20) days of vacation with pay equal to seven (7%) of their annual gross earnings.

9.05 **Vacation Pay**

- a. The Employer agrees to pay out vacation pay weekly with the regular earnings of the employees. The vacation pay will be deducted from the employee's pay after all other deductions have been made from the pay and remitted monthly by the Employer to the Vacation Pay Trust Fund of the Employees' Trust Fund together with an itemized list of the employees for whom remittances are made and the amount of vacation pay remitted for each.
- b. All vacation pay is payable by the last payday prior to July 1 each year and at other times during the year at the employee's

request to the Vacation Pay Trust Fund of the Employees' Trust Fund.

## **ARTICLE 10 - HOLIDAYS**

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

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

10.02 If an employee is required to work on one of the holidays mentioned under Article 10.01, he shall be paid at the rate of one and one-half (1½) times the regular rate.

10.03 No work shall be performed on the following holiday: Civic holiday.

10.04 If an employee is required to work on the Civic holiday, he shall be paid at the rate of one and one-half (1½) times the regular rate.

10.05 The provisions outlined in Article 10.01 shall only apply to employees who have worked or are available for work the last scheduled workday preceding and the first scheduled workday following the holiday. Any employee who is absent with the permission of the Employer on either or both of the qualifying days shall receive pay as aforesaid for such holiday except in the case of extended leaves of absence.

10.06 When one of the above mentioned holidays falls on a Saturday or a Sunday, the day proclaimed shall be the day observed. If no other day is proclaimed, the employee shall be paid the holiday in accordance with the conditions outlined in Articles 10.01 and 10.02.



- 10.07 Should any paid holiday fall during the vacation period of an employee, he shall be paid for such holiday at the regular rate for the regular number of hours worked per day in addition to his vacation pay.
- 10.08 For the purpose of calculating overtime, the paid holiday shall be considered as time worked.

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

- 11.01 Seniority is the employee's length of service with the Employer. Seniority of employees shall be recognized within their respective trade and job classifications. New employees shall be placed on the seniority list at the end of sixty (60) worked days within a period of six (6) calendar months and their respective seniority shall be dated back to the date of beginning of employment within the subject six (6) month period.
- 11.02 Seniority lists shall be maintained at all times by the Employer and shall be available to the Union upon request to ascertain the seniority status of an employee within its jurisdiction.
- 11.03 Seniority rights shall cease for any employee who:
- a. voluntarily quits the employ of the Employer;
  - b. is discharged and such discharge be not reversed through the grievance procedure;
  - c. fails to report on the first day following the expiration of a leave of absence unless he has a justifiable reason;
  - d. is laid off for a continuous period of more than twelve (12) consecutive months.
- 11.04 In case of layoffs, the Employer will give such recognition to the seniority standings of the employees as the continued proper

performance of his work will permit. The following factors will be considered in determining the order of layoff and recall:

- the work to be performed;
- the competence to do the work;
- seniority;
- record of performance;
- attendance.

All other considerations being relatively equal the rule shall prevail that the employee having most seniority shall be laid off last and recalled first. It is understood that the record of performance and attendance factors will largely be matters of discipline and as such are subject to consideration under Article 21.

- 11.05 The Employer shall give one (1) week of notice of layoff or pay in lieu of notice to the employees irrespective of probationary or seniority status and will meet with a Steward or a CLAC representative, if he so requests, at least twenty-four (24) hours prior to the layoff in order to review the layoff. At the time notice of layoff is given to the employee(s), the Employer shall pay the employee(s) all unpaid wages.
- 11.06 The Employer shall not be required to give one (1) week of notice of layoff when equipment failure, shortage of material or other reasons beyond the control of the Employer causes a stoppage of operation.
- 11.07 Any appeal in regard to a layoff must be taken up under the first step of the grievance procedure hereinafter set forth within five (5) workdays after the layoff took place.
- 11.08 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7)

workdays when employed elsewhere after being recalled or make definite arrangements with the Employer to return.

- 11.09 Any employee who voluntarily quits the employ of the Employer shall give one (1) week's notice to enable the Employer to find adequate replacement.

## **ARTICLE 12 - HEALTH INSURANCE**

- 12.01 In order to assist in protecting employees who have attained seniority and their families from the financial hazards of illness, the Employer agrees to participate in and to be bound by the provisions, terms and conditions of the Group Insurance Plan made available through the Christian Labour Association of Canada Health and Welfare Trust Fund (the Fund). A summary of coverage is listed in Schedule B.
- 12.02 The Employer shall enroll all eligible employees (those who have completed their probationary period) in the Plan on forms supplied by the administrator of the Plan.
- 12.03 The Employer shall pay the monthly insurance premium for each eligible employee and remit same to the administrator, on forms supplied, by the fifteenth of the month previous to the month for which insurance coverage is to be provided. The Employer shall remit to the Plan in a format approved by the CLAC Union's Remittance Processing Department.
- 12.04 It is understood and agreed that the Employer will pay fifty percent (50%) of the premium cost of the CLAC Health Fund Plan. Employees' fifty percent (50%) share of the premium cost will be paid via a once monthly payroll deduction.
- 12.05 Probationary employees shall have the option to be enrolled in the above insurances with the full cost of the premiums deducted from their pay during their probationary period.

- 12.06 The Employer will continue payment of 100% of the premiums for all the insurances outlined in Article 12.01 and Schedule B for a period of three (3) months when the employee is unable to work due to sickness or accident-injury.
- 12.07 Continuation of insurance coverage for an employee not actually at work (or "not actually working") shall be as outlined in this Agreement subject to the provisions of the Plan.
- 12.08 The Employer will continue to pay fifty percent (50%) of the premiums for all the insurances outlined in Article 12.01 for a period of three (3) months when the employee is unable to work due to layoff. The Employer will remit the full amount, including the share paid by the individual.
- 12.09 All new employees shall be responsible to ensure they have completed and signed all appropriate forms. When the status of an employee or members of his family changes, affecting the coverage under the Employer-paid insurances outlined in this Article, it shall be the responsibility of the employee to inform the Employer of such changes in order to maintain maximum coverage under the insurances. The Union will cooperate with the Employer to ensure that benefit information is kept current.

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

- 13.01 The Christian Labour Association of Canada (CLAC) Pension Plan ("the Plan"), a registered defined contribution pension plan governed by the CLAC Pension Plan Board of Trustees, and registered with the Canada Revenue Agency under #0398594, applies to all employees covered by this Collective Agreement.
- 13.02 New employees will join the Plan immediately upon completing the probationary period.

- 13.03 Employer: Each pay period, the Employer agrees to contribute an Employer contribution equal to six (6%) percent of the employee's gross wages. Gross wages are defined as all wage earnings plus vacation pay. This contribution will be remitted to the applicable CLAC Remittance Team.
- 13.04 Employee Voluntary Contributions: The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, employee voluntary pension contributions. A request for such deductions shall be submitted to the Employer on an Employee Voluntary Contributions form, and filed with the Employer. A copy of the completed form shall be sent to the CLAC Retirement Team along with the first remittance of such voluntary contributions.
- 13.05 All pension contributions received shall vest immediately in the employee's account on whose behalf the deposit was made. The Employer's contributions to the Plan will be non-refundable to the Employer once received by the applicable CLAC Remittance Team except where adjustments are required due to administrative remittance errors.
- 13.06 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 14.03 will be paid to that employee on each paycheque starting the first pay period after September 1st of the year in which the employee reaches the age of restriction. This payment in-lieu of pension contributions will not be less than the amount the employee would have received if he/she were still contributing to the Plan.
- 13.07 The total amount of pension contributions remitted by the Employer and on an employee's behalf cannot exceed the annual maximum money purchase limit outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the

employee's contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the Employer nor the Union shall not be liable for any tax consequence imposed on the employee.

- 13.08 The Employer has an obligation to continue pension contributions during a period of legislated leave of absence (such as pregnancy or family medical leave), or during injuries covered/insured under applicable provincial employment standards and/or a workplace safety insurance plan.
- 13.09 The Employer will remit pension contributions to the applicable CLAC Remittance Team on the fifteenth (15th) day of each month. Employer, employee, and voluntary contributions must be recorded separately on the remittance.
- 13.10 In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 13.09, the Employer is responsible for compensating the Plan for any missed contributions and investment returns lost by the employee(s) as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance. The Plan will allocate the missed contributions and investment returns to the affected employees' accounts.
- 13.11 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.
- 13.12 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees'

behalf. The CLAC Retirement Team shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

- 13.13 The Employer agrees to provide the CLAC Remittance Team, upon the first remittance, with the full name, date of birth, social insurance number and current address of all employees on whose behalf contributions are being remitted. The Employer further agrees to inform the Union of any changes in the above employee information.

## **ARTICLE 14 - TRANSPORTATION AND TRAVEL TIME**

**In reporting for work, employees may be eligible for paid travel time, reimbursed mileage, or both.**

### **14.01 Paid Travel Time**

- a. There shall be a “free zone” identified as seventy (70 km) kilometres from the employee’s residence as determined by Google Maps (resulting kilometres when set for shortest travel route from residence to jobsite). For employees who live more than a fifty (50 km) kilometre radius from the head office or for those employees who drive a company vehicle, the above distance is revised to eighty-five (85 km) kilometres. No travel time will be paid to employees when reporting to and from jobs located within the free zone.
- b. Jobsites determined as a distance greater than seventy (70 km) from the employee’s residence as determined by Google Maps (resulting kilometres when set for shortest travel route from residence to jobsite), shall qualify for paid travel time. For employees who live more than a fifty (50 km) kilometre radius

from the head office or for those employees who drive a company vehicle, the above distance is revised to eighty five (85 km) kilometres. Employees shall be paid their regular hourly wage rate for all time spent travelling to the jobsite after the free zone (i.e. 70 km or 85 km). For clarity, each employee is paid travel time only for the portion of daily travel that exceeds the free zone and is only applicable one way.

- c. The determination of paid time for travel pay shall use Google Maps set for the shortest driving distance to jobsites from the employee's residence. A proportional amount of time for the distance beyond the free zone (i.e. 70 km or 85 km as applicable) shall be calculated. The resulting time shall be rounded to the nearest quarter hour.
- d. All time paid as travel time shall not be considered as time worked for the purpose of calculating overtime. All time paid as travel time shall be paid at the regular hourly wage rate.

#### **14.02 Mileage Reimbursement**

- a. If an employee uses a personal vehicle for transportation to or from jobsites, the employee shall be reimbursed for all kilometres driven in excess of seventy (70 km) kilometres per day. For employees who live more than a 50 km radius from the head office, the above distance is revised to eighty (80 km) kilometres. Daily driving distance shall be determined by Google Maps (resulting kilometres when set for shortest travel route from residence to jobsite) unless the planned daily travel route must be changed. Reimbursement shall be at the rate of forty-five cents (\$0.45/km) per kilometre driven. Effective July 1, 2021, the mileage rate adjustment will be made to forty-six cents (\$0.46/km) per kilometre.



- b. If an employee's personal vehicle is used as transportation between daily jobsites, the employee shall be reimbursed for all such kilometres driven without deduction. Reimbursement shall be at the rate of forty-five cents (\$0.45/km) per kilometre driven. Effective July 1, 2021, the mileage rate adjustment will be made to forty-six cents (\$0.46/km) per kilometre.

#### **14.03 Travelling Together/Car-Pooling**

Employees shall be obligated to travel together as much as possible to eliminate unnecessary usage of vehicles, limited by the availability of seatbelts. If an employee is requested by the Employer to pick up other employees for transport to jobsite, all time spent travelling shall be paid to the driver.

#### **14.04 Company Vehicles**

Working Foreman shall be provided a company vehicle for the transport of equipment, tools, and supplies. Alternately, the employer has the option to reimburse for the fuel costs of the working foreman's personal vehicle up to the first seventy (70 km) kilometres per day. If the daily kilometres exceeds seventy (70 km), the mileage provisions per Article 14.02 would also apply.

#### **14.05 Reimbursed Fuel Cost**

The Employer shall reimburse the fuel costs for company vehicles up to four (4) weeks past the substantial completion of a project. After which time the driver of the company vehicle has the option to use his own personal vehicle or pay the fuel costs for the company vehicle, the employer will continue to pay the maintenance and insurance costs of the company vehicle.

#### **14.06 Travel Accommodations**

The Employer shall provide mutually acceptable accommodation and a subsistence allowance of forty-five (\$45.00) dollars for each

day (paid holidays included) on out of town jobs where the employees are required to stay overnight.

- 14.07 At the request of the Employer for a particular project or circumstance, management and Union Representatives shall meet to make a decision to amend the prevailing rate of travel reimbursement. Any amendment shall be by mutual agreement.

## **ARTICLE 15 - TOOLS**

- 15.01 All employees shall supply their own tools except larger power tools. To assist the employee in acquiring tools, the employer provides an annual allowance per Article 16.03.
- 15.02 All tools issued by the Employer shall remain the property of the Employer. Employees shall be responsible for all such tools issued.

## **ARTICLE 16 - PROTECTIVE EQUIPMENT**

- 16.01 Employees shall supply themselves with safety boots and a safety helmet. The Employer shall supply employees free of charge with any other protective or safety equipment required in their duties.
- 16.02 All protective equipment supplied by the Employer shall remain the property of the Employer.
- 16.03 **Workwear, Boot, Tool Allowance**  
The Employer agrees to reimburse all employees with twelve (12) months of service, or more, up to five hundred twenty dollars (\$520.00 including HST) per calendar year for the purchase of workwear, safety footwear, tools, batteries, and/or tool repair. To be eligible for reimbursement, the employee must submit an original receipt showing proof of purchase/expense.

Employees who become eligible mid-year shall have the annual amount pro-rated.

**Effective January 1, 2021:** annual allowance to \$525.00 including HST

**Effective January 1, 2022:** annual allowance to \$530.00 including HST

## **ARTICLE 17 - REST PERIODS**

17.01 There shall be two (2) rest periods (or coffee breaks) with pay of fifteen (15) minutes duration each, daily, one (1) in the morning and one (1) in the afternoon. These are not optional and must be taken as much as reasonably possible at the same time as fellow Graceview employees.

## **ARTICLE 18 - LEAVES OF ABSENCE**

18.01 The Employer shall grant leaves of absence without pay and without loss of seniority rights for the following reasons for a maximum of one (1) month:

- a. marriage;
- b. sickness;
- c. death in the immediate family;
- d. union activity other than this establishment;
- e. visiting out of the country.

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

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

18.04 The Employer may grant a discretionary leave of absence with pay for up to three (3) days for the reasons listed in 18.01.

18.05 In the case of absence due to illness, the Employer may require a medical note substantiating the illness.

**18.06 Personal Days**

Employees may take up to two (2) personal days of emergency leave per year without pay. The use of such days shall be at the sole discretion of the employee. Employees shall give notice of electing to take a personal day.

**ARTICLE 19 - EDUCATION FUND**

19.01 The E & A Fund is used to provide members with general and specific health and safety training, trade specific training, skills upgrading training in interpersonal relations and communication skills as well general assistance to members and contractors. The E & A Fund pays for related costs of instructional and promotional materials, instructors, facilities, promotion and limited costs for room and board and wage reimbursement. The Local Board oversees and approves courses, expenditures, etc. Financial statements are audited by chartered accountants.

19.02 The Employer shall contribute to the Union's Education and Assistance Fund twenty cents per hour (\$0.20/hour) for each hour worked by each employee for the duration of this Agreement. Contributions shall be remitted to the Union's Benefit Administration office, along with an itemized list of employees and hours worked by each, before the 15th day of the month following the month for which the contributions are made.

19.03 The provisions outlined above shall apply to all employees commencing on the employee's date of hire.

## **ARTICLE 20 - INDUSTRY FUND**

20.01 The Employer shall contribute and remit an amount equal to twenty cents per hour (\$0.20/hour) for each hour worked by each employee to the Union's Industry Fund for each hour worked by each employee covered by this agreement.

20.02 The Industry Fund shall be used by the Union for the promotion of the industry, to promote unionized construction, and for other purposes as determined by the Union to strengthen the position of the Union and its members in the industry.

20.03 The total amount owing shall be remitted monthly to the Union by the 15th of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

## **ARTICLE 21 - DISCHARGE, SUSPENSION AND WARNING**

21.01 When the actions or performance of an employee calls for a warning by the Employer, such warning shall be a written one and a copy of this warning will be forwarded immediately to the office of the CLAC.

21.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, together with a Union representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

## ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 The parties to this Agreement recognize the Stewards and the CLAC representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.

22.02 Any employee having a **Single Grievance** will:

**STEP 1** - Accompanied by a Steward or a CLAC representative, submit the same to his immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third workday following the day upon which the grievance is submitted and will notify the grievor and the Union representative of his decision in writing within three (3) workdays following the said meeting.

**STEP 2** - If the grievance is not settled under Step 1, a Union representative will, within five (5) workdays of the decision under Step 1 or within five (5) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union representative of his decision in writing within three (3) workdays following the said meeting.

22.03 A **Group Grievance** is defined as a single grievance, signed by a Steward or a CLAC representative as well as the employees who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.

22.04 The Employer or the Union shall not be required to consider or process **Single** or **Group** grievances which arise out of any action or condition more than five (5) workdays after the subject of such

grievance occurred. If the action or condition is of a continuing or a recurring nature, this limitation period shall not begin to run until the action or condition has ceased. At no time may an employee or group of employees file a grievance on behalf of another employee.

- 22.05 A **Policy Grievance** is defined as one which involves a question relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable. A policy grievance may be submitted by either party to arbitration under Article 19, by-passing Step 1 and Step 2. Such policy grievance shall be signed by a Steward or a CLAC representative or, in the case of an Employer's policy grievance, by the Employer or his representative.

## **ARTICLE 23 - ARBITRATION**

- 23.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievances may be referred to arbitration under the following procedure.
- 23.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the grievance procedure.
- 23.03 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the name and address of its nominee. The two (2) arbitrators so appointed shall attempt to select, by agreement, a chairman. If they are unable to agree upon a chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial chairman.

- 23.04 No person may be appointed as chairman who has been involved in an attempt to negotiate or settle the grievance.
- 23.05 The decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairman of the arbitration board governs.
- 23.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 23.07 If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and, if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 23.03, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 23.08 It is agreed that the arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at hourly rates times normal working hours, day rates times normal workdays or average earnings, less any monies earned or by any other arrangement which is just and equitable in the opinion of the arbitration board.
- 23.10 Where the arbitration board is of the opinion that there is proper cause for disciplining an employee but considers the penalty imposed too severe in view of the employee's employment



record and the circumstances surrounding the discharge or suspension, the arbitration board may substitute a penalty which is, in its opinion, just and equitable.

- 23.11 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the chairman of the arbitration board.

## **ARTICLE 24 - DURATION**

24.01 This Agreement shall be effective on the first day of July, two thousand twenty (2020) and shall remain in effect until the thirtieth (30th) day of June, two thousand twenty-three (2023) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from ninety (90) to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

**SCHEDULE "A"**  
**CLASSIFICATIONS AND RATES OF PAY**

Effective <b>July 1, 2020</b>	Range	
	High	Low
Journeyman Carpenter	\$ 35.83	\$ 33.33
Bricklayer	\$ 35.43	\$ 32.93
Skilled Labourer	\$ 31.06	\$ 28.56
General Labourer	\$ 27.90	\$ 25.40
Entry Labourer	\$ 19.66	\$ 17.16
H&S Coordinator	\$ 27.90	\$ 25.40

Effective <b>July 1, 2021</b>	Range	
	High	Low
Journeyman Carpenter	\$ 36.81	\$ 34.31
Bricklayer	\$ 36.40	\$ 33.90
Skilled Labourer	\$ 31.92	\$ 29.42
General Labourer	\$ 28.66	\$ 26.16
Entry Labourer	\$ 20.20	\$ 17.70
H&S Coordinator	\$ 28.66	\$ 26.16

Effective <b>July 1, 2022</b>	Range	
	High	Low
Journeyman Carpenter	\$ 37.83	\$ 35.33
Bricklayer	\$ 37.40	\$ 34.90
Skilled Labourer	\$ 32.79	\$ 30.29
General Labourer	\$ 29.45	\$ 26.95
Entry Labourer	\$ 20.75	\$ 18.25
H&S Coordinator	\$ 29.45	\$ 26.95

July 1, 2020

CLASSIFICATION	Base	Vac/Stat	Stats	HC Benefits	Pension	Boot and Tool	IF	EAF	Total
Carpenter	\$35.83	\$2.51	\$1.73	\$1.00	\$2.30	\$0.31	\$0.20	\$0.20	\$44.08
Bricklayer	\$35.43	\$2.48	\$1.71	\$1.00	\$2.27	\$0.31	\$0.20	\$0.20	\$43.60
Skilled Labourer	\$31.06	\$2.17	\$1.50	\$1.00	\$1.99	\$0.31	\$0.20	\$0.20	\$38.44
General Labourer	\$27.90	\$1.95	\$1.34	\$1.00	\$1.79	\$0.31	\$0.20	\$0.20	\$34.70
Entry Labourer	\$19.66	\$1.38	\$0.95	\$1.00	\$1.26	\$0.31	\$0.20	\$0.20	\$24.95
H&S Coordinator	\$27.90	\$1.95	\$1.34	\$1.00	\$1.79	\$0.31	\$0.20	\$0.20	\$34.70

July 1, 2021

CLASSIFICATION	Base	Vac/Stat	Stats	HC Benefits	Pension	Boot and Tool	IF	EAF	Total
Carpenter	\$36.81	\$2.58	\$1.77	\$1.02	\$2.36	\$0.31	\$0.20	\$0.20	\$45.26
Bricklayer	\$36.40	\$2.55	\$1.75	\$1.02	\$2.34	\$0.31	\$0.20	\$0.20	\$44.77
Skilled Labourer	\$31.92	\$2.23	\$1.54	\$1.02	\$2.05	\$0.31	\$0.20	\$0.20	\$39.47
General Labourer	\$28.66	\$2.01	\$1.38	\$1.02	\$1.84	\$0.31	\$0.20	\$0.20	\$35.62
Entry Labourer	\$20.20	\$1.41	\$0.97	\$1.02	\$1.30	\$0.31	\$0.20	\$0.20	\$25.61
H&S Coordinator	\$28.66	\$2.01	\$1.38	\$1.02	\$1.84	\$0.31	\$0.20	\$0.20	\$35.62

July 1, 2022

CLASSIFICATION	Base	Vac/Stat	Stats	HC Benefits	Pension	Boot and Tool	IF	EAF	Total
Carpenter	\$37.83	\$2.65	\$1.82	\$1.04	\$2.43	\$0.31	\$0.20	\$0.20	\$46.48
Bricklayer	\$37.40	\$2.62	\$1.80	\$1.04	\$2.40	\$0.31	\$0.20	\$0.20	\$45.98
Skilled Labourer	\$32.79	\$2.30	\$1.58	\$1.04	\$2.11	\$0.31	\$0.20	\$0.20	\$40.53
General Labourer	\$29.45	\$2.06	\$1.42	\$1.04	\$1.89	\$0.31	\$0.20	\$0.20	\$36.58
Entry Labourer	\$20.75	\$1.45	\$1.00	\$1.04	\$1.33	\$0.31	\$0.20	\$0.20	\$26.29
H&S Coordinator	\$29.45	\$2.06	\$1.42	\$1.04	\$1.89	\$0.31	\$0.20	\$0.20	\$36.58

The above hourly package chart is for reference only. The applicable article of the collective agreement should be viewed for information on vacation pay, statutory holiday pay, health care benefits, pension, boot allowance, Education and Assistance Fund, and Industry Fund.

Employee's wage rates will be reviewed annually in the month of June.

- a. No current employees will suffer a decrease in their wage rate.
- b. All employees will receive the normal yearly increase unless there is just cause for withholding such an increase.
- c. Employees working at less than the maximum wage rate in their classification will have their rate reviewed upon request with the intent that all employees aspire to reach the maximum rate.

The parties further agree that the wage rates outlined above shall apply to work performed by members of the bargaining unit anywhere in the province of Ontario except where:

- a. government legislation or regulations provide otherwise; or
- b. where circumstances necessitate otherwise, in which case the parties shall meet to negotiate such wage rates as may be necessary in the circumstances.

**SKILLED LABOURER:** an employee fully skilled and experienced in construction work; does not hold a current, relevant Certificate of Qualification; the employer may choose to recognize equivalent skill or experience obtained elsewhere and place a newly hired employee into this classification; skilled as with a special skill above and beyond a semi-skilled labourer.

**GENERAL LABOURER:** an employee who is familiar with many aspects of construction work; needs supervision; does not hold a relevant Certificate of Qualification and who has been employed by the Employer for more than four or more calendar years; the employer may choose to recognize equivalent skill or experience obtained elsewhere and place a newly hired employee into this classification.

**ENTRY LABOURER:** does general clean up and provides assistance on job sites; is entry level in construction industry with generally 0-4 years experience; an employee who does not hold a current, relevant Certificate of Qualification and who has been employed by the Employer for less than four calendar years.

**APPRENTICES** · Carpenters' Apprentices who meet the requirements of the Regulations issued under the Apprenticeship and Tradesmen's Qualification Act, 1970, shall receive no less than the following percentage of the Journeyman's rate:

First Period	55%
Second Period	70%
Third Period	80%

**JOURNEYMAN CARPENTER** · Carpenters who have fulfilled the requirements for their license shall be considered and paid as Journeyman Carpenter upon completion of four (4) years worked in the construction industry as a Carpenter. During those four (4) years they shall be paid at the following amounts below the Journeyman Carpenter hourly rate then in effect:

Year One	\$1.00 below Journeyman rate
Year Two	\$0.75 below Journeyman rate
Year Three	\$0.50 below Journeyman rate
Year Four	\$0.25 below Journeyman rate

**NEW EMPLOYEES** - Probationary employees other than those described below shall be paid twenty cents (\$0.20) less than the basic rate in effect for their classification.

**WORKING FOREMEN** - Appointed by the Employer, shall receive a minimum of two dollars (\$2.00) per hour in addition to his basic rate.

**LEGISLATION** - Should any government legislation or regulations increase the above rates, these rates shall automatically conform.

## SCHEDULE "B"

### HEALTH AND WELFARE COVERAGE

#### Summary of Coverage:

Life Insurance	\$40,000.00
Dependant Life Insurance – Spouse	\$5,000.00
Dependent Life Insurance – Child	\$2,500.00

Accident Death and Dismemberment \$40,000.00

#### Extended Health Care

-90% drug card (user pays 10%)

-Professional Paramedical Services \$600.00 each provider listed

#### Vision Care

-\$300.00 every twenty-four (24) consecutive months/12 months  
for dependents

Out of Canada/Province – Medical Emergencies

Semi-Private Hospital Coverage

Employee & Family Assistance Program (Morneau-Shepell)

**1 844 880-9142    [workhealthlife.com](http://workhealthlife.com)**

#### Dental Plan "B"

-Basic and minor restorative services

-100% paid to \$1,500.00 maximum per person, per calendar year



**CAMBRIDGE MEMBER CENTRE**

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**CLAC RETIREMENT**

1-800-210-0200

**CLAC BENEFITS**

1-800-463-2522

**CLAC TRAINING**

1-877-701-2522

**CLAC JOBS**

1-877-701-2522

**[clac.ca/myCLAC](http://clac.ca/myCLAC)**