

COLLECTIVE AGREEMENT

Between

DALCON CONSTRUCTORS LTD.

and

CLAC

DURATION: April 1, 2018 – March 31, 2021

COLLECTIVE AGREEMENT

Between

DALCON CONSTRUCTORS LTD.

(hereinafter referred to as "the Employer")

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

(hereinafter referred to as "the Union")

DURATION: April 1, 2018 – March 31, 2021

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer, the Union and the employees, to provide measures for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The parties jointly acknowledge the beneficial advantages of the establishment by the Employer of good working conditions and a fair level of compensation, both of which being significant factors in perpetuating the continued employment of the workforce. The Union acknowledges that to achieve these goals, the Employer must be in a strong market position, which means that it must produce efficiently, at the lowest possible cost, consistent with fair labour standards. The Union will support the Employer's efforts to eliminate waste in production, conserve materials and supplies, provide a superior quality of workmanship, prevent accidents, and to strengthen the goodwill between the Employer, the employee, the customer and the public.
- 1.03 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as, the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act* and the *Occupational Health and Safety Act*.

1.04 Gender Neutrality

Any and all references to the masculine gender shall include the female gender and vice versa.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all construction employees in the employ of Dalcon Constructors Ltd. in all sectors of the construction industry, and all maintenance employees in the employ of the Employer, in the Province of Ontario, save and except employees for which another bargaining agent holds valid and subsisting bargaining rights, and save and except non-working foremen, persons above the rank of non-working foreman, field engineers, safety coordinators, and office, field and clerical staff.

2.02 Students enrolled in school and intending to return to a secondary or post-secondary education are excluded from the terms of this Collective Agreement during their regularly scheduled vacation breaks to a maximum of five (5) months. Participants in the Ontario Youth Apprenticeship Program or in a pre-apprenticeship program offered by a registered college are also excluded from this Agreement for the duration of their participation in such program(s).

2.03 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification may be removed from or added to the bargaining unit except by mutual agreement, in writing, of the parties. Failure to agree to any revision, amendment or

alteration of the bargaining unit or the removal from or addition to any bargaining unit classification shall not constitute a grievance, nor be submitted to arbitration.

- 2.04 The Employer agrees that the duly appointed representatives of the Union are authorized to act on behalf of the Union for the purposes of administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to hire, fire, promote, demote and suspend employees provided that a claim by any employee, who has completed his probationary period, that he has been disciplined or discharged without just cause may be the subject of a grievance.

- 3.02 Provided such actions are consistent with the further terms of this Collective Agreement, the Employer's rights include but are not limited to the following:

- a. The right to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations and policies and practices to be adhered to by its employees. Policies and practices shall be reviewed prior to implementation with the Union Steward(s);
- b. The right to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to discipline and discharge employees for just cause; to select and retain employees for positions excluded from the bargaining unit;

- c. The right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, including the workforce, without interference.

ARTICLE 4 - UNION REPRESENTATION

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

- a. The Union has the right to appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b. Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any rights under this Agreement and under the law.

- c. The Union has the right to appoint a negotiating committee of not more than three (3) members.
- 4.02 The Union agrees to notify the Employer in writing of the names of its Stewards and the effective dates of their appointments. The Employer shall not be required to recognize a steward until such notice is received.
- 4.03 Stewards will not absent themselves from their work to deal with grievances or Union-related matters without permission from the President of the Employer, or his designate. Permission will not be withheld unreasonably, it being understood that Stewards shall be reasonable when taking time for such matters.
- 4.04 Stewards that are absent from work to attend a grievance arbitration, mediation or any other proceeding that arises from the administration or enforcement of this Agreement will not receive their regular hourly rate. If the Union requires a Steward to be away from work for four (4) hours or more for one of these purposes, the Employer shall receive written notice at least four (4) weeks in advance.
- 4.05 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings.
- 4.06 There shall be no Union activity at any time on the Employer's premises, or in connection with the Employer's business operations, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

4.07 Union Representatives shall have the right to periodically visit job sites without disrupting productivity and without unreasonable intrusion into the Employer or its clients' premises. The Union's Representative shall report to the site superintendent, or foreman upon arriving at a worksite, and shall abide by all necessary protocol as determined by the general contractor, the Employer, or the client. The Employer shall cooperate in providing jobsite information upon request by the Union. The Union endeavours to give the President of the Employer, or his designate, at least one (1) days' notice should the Union wish to attend a jobsite.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, or while negotiations for a renewal or further agreement are being held, neither the Union, its members or any employee shall take part in or cause or encourage any strike, picketing, slowdown or any stoppage or suspension of, or interference with work, or production, which shall in any way affect the operations of the Employer, nor shall there be any sympathy strikes, or secondary strikes and boycotts.

5.02 The Employer agrees that during the term of this Agreement, or while negotiations for a renewal 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 6 - EMPLOYMENT POLICY

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of staffing requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Employer at its discretion may hire employees so listed or from other sources.
- 6.02 To assist in the efficient placement of appropriately skilled members the Employer will inform the Union when employees are laid off and when new employees are hired.
- 6.03 The Employer may, at its sole discretion, subcontract, sublet, utilize outside agency staff, or otherwise assign any number of persons to perform work normally performed by employees covered by this Agreement provided that no qualified employee is laid off as a result, or no qualified employee is available for recall or available during the recall period in accordance with Article 12.02d. Any such subcontracting, subletting, utilization of outside agency staff or other assignment of such work shall be considered by the Employer and Union to be specifically excluded from and does not fall within the scope of the bargaining unit description set out in Article 2.01 above, such that the terms and conditions of this Agreement shall have no application whatsoever to the subcontracting, subletting, utilization of outside agency or other assignment of such work.
- 6.04 New employees will be hired on a three (3) month probationary period commencing from the date of hire and the following shall apply:

- a. Regular Union dues and fees are to be deducted and remitted from the first day of employment.
- b. Upon completion of the probationary period, the Employer shall enrol employees in the benefit plan as described in Article 13.
- c. Notwithstanding the provisions of Article 3.02 (b), which the parties agree will not apply to an employee who has not completed his probationary period, during the probationary period, an employee may be discharged at the discretion of the Employer and such discharge shall not become the subject of a grievance.

ARTICLE 7 - UNION DUES AND MEMBERSHIP

- 7.01 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union. All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.
- 7.02 Should a client of the Employer require that an employee be a Union member in good standing in order to work at the client's premises, the Employer shall inform the Union. If an employee chooses not to be a member of the Union, it is understood that the employee has disqualified himself from

working at such locations and may be laid off if no other suitable work is available for him.

7.03 The Employer agrees to deduct from each employee, from each weekly pay period, an amount equal to the union dues and fees as set by the Union.

7.04 The Employer shall remit to the Union the total amount of union dues, fees, and other contributions arising from this Agreement, by no later than the 15th of the month following the month in which such deductions, contributions or payments are made, or earned. The Employer shall include the following information for each employee with each remittance:

- a. Name;
- b. Rate of pay (include hourly premium rates if applicable);
- c. Gross earnings;
- d. Total regular and overtime hours worked;
- e. Total dues and fees deducted, and any contributions or other deductions remitted on behalf of the employee;
- f. Any change in employment classification or status.

7.05 When the Employer hires new employees who are not members of the Union, the Employer shall also include on the next remittance, the following information for the new employee:

- a. name;
- b. rate of pay;

- c. gross earnings;
- d. total hours worked in the month for which such deductions are made;
- e. dues deducted and remitted on behalf of the employee;
- f. administration or other fees deducted from each employee as may be prescribed by the Union.

7.06 Employees who cannot support the Union because of a conscientious objection as determined by the Union's internal guidelines may apply to the Union in writing.

ARTICLE 8 - WAGES AND RATES OF PAY

8.01 Wage rate schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof. The wages shall apply to all work performed by the employees.

8.02 Wages shall be paid bi-weekly by cheque or direct deposit and shall be accompanied by a separate statement identifying both the Employer and employee, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings, pay period and the amount of each deduction and net earnings.

8.03 In the event that a new classification(s) is established by the Employer during the term of this Agreement, the Union shall be notified in writing and the wage rate applicable for such newly established classification(s) shall be subject to negotiations between the Employer and the Union. Should the Employer and the Union fail to successfully negotiate such wage rate; the parties agree that the sole issue of the

establishment of such wage rate may be submitted to arbitration in accordance with Article 23 Arbitration of this Agreement.

- 8.04 The Employer agrees to pay a minimum of two (2) hours wages in the event that an 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 jobsite for the full two (2) hours. In cases of inclement weather conditions, the employee shall be obligated to call his supervisor as to whether he shall report to work (The Employer shall provide telephone contact information of a supervisor who shall be available for that purpose).

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 For all ICI work, as defined by the ESA, the workweek shall consist of forty-four (44) hours, comprised of five (5) regular work days, Monday to Friday inclusive. The employee and Employer may jointly agree to amend the regular work day, subject to the requirements of each work site. All work in excess of forty-four (44) hours per week, and ten (10) hours per day shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate, excluding lunch periods and travel time to and from the job.
- 9.02 For all Road building in relation to structures such as bridges, tunnels or retaining walls in connection with streets or highways, Water, Sewer main work, as defined by the ESA, all work in excess of fifty (50) hours per week shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate, excluding lunch periods and travel time to and from the job.

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9.03 In the case of road building in relation to streets, highways, or parking lots, the regular work week shall consist of fifty-five (55) hours at the regular rate excluding lunch periods and travel time to and from the job.

All work performed in excess of fifty-five (55) hours per week shall be paid at the rate of one and one-half (1½) the employee's regular hourly rate.

9.04 Should employees be assigned between multiple sites in one week with different overtime thresholds, as per Articles 9.01, 9.02 and 9.03, it is understood that the overtime threshold for such circumstances shall be fifty (50) hours per week. All work performed in excess of fifty (50) hours per week shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate.

9.05 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of time and one-half (1½) the regular rate of pay for all such hours, irrespective of weekly hours. Sunday work shall be voluntary.

9.06 There shall be two (2) paid breaks of fifteen (15) minutes duration each per day, one (1) in the forenoon and one (1) in the afternoon. Breaks shall be considered as time worked. There shall be one (1) lunch break of thirty (30) minutes taken near the mid-point of each workday. Lunch breaks shall not be considered as time worked.

9.07 There shall be no pyramiding of overtime.

ARTICLE 10 - VACATION PAY

- 10.01 Employees shall receive as vacation pay which shall be calculated as, and in addition to ten percent (10%) of the employee's total earnings.
- 10.02 Vacation periods shall be arranged by mutual agreement between the Employer and the employee. Employees shall submit requests at least four (4) weeks in advance. The Employer shall grant vacation requests insofar as is practicable, having regard to the exigencies of the Employer's business.
- 10.03 Vacation pay shall be held by the Employer and shall be available to be paid out upon request of an employee. Vacation pay shall be paid on the next payroll deposit following the request.

ARTICLE 11 - PUBLIC HOLIDAYS

- 11.01 The following days shall be recognized as Public Holidays:
- New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day
- It is understood that employees shall not receive Holiday Pay for each individual Public Holiday; rather, Holiday Pay shall be included in the amount paid as Vacation Pay, as per Article 10.01.
- 11.02 An employee required to work on a day listed in Article 11.01 shall receive Holiday premium pay which shall be calculated as one and one-half (1½) times the employee's regular hourly rate for all time worked.

ARTICLE 12 - LAYOFFS AND RECALL

- 12.01 Employee lists shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the union to confirm the status of an employee within its jurisdiction.
- 12.02 Recall/employment rights shall cease for an employee who:
- a. voluntarily quits the employ of the Employer,
 - b. is discharged and such discharge is not reversed through the Grievance Procedure,
 - c. fails to report on the first day following the expiration of a leave of absence,
 - d. is laid off for a continuous period of more than nine (9) consecutive months,
 - e. is absent from work for two (2) full consecutive work days without notifying the Employer by telephone.
- 12.03 When a reduction of the workforce on a work crew is necessary, probationary employees shall be laid off first. When further reductions are necessary, the Employer shall be guided by the ability of the employees to perform the available work, determined by an employee's skills, abilities and qualifications.
- 12.04 Except in the cases of inclement weather conditions, shortage of materials or equipment failure, the Employer shall give one (1) days' notice of the need for a layoff or one (1) day's pay in lieu of notice. Notice may be given orally by the employee's supervisor.

- 12.05 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 arrangements acceptable to the Employer to return.
- 12.06 The recall of employees shall follow the same procedure and considerations used for the layoff of employees as set out above in Article 12.03. New employees shall not be hired while there are suitable employees who are fully capable of doing the work with recall rights still laid off.

ARTICLE 13 - CLAC HEALTH FUND

- 13.01 The Union warrants and represents that the Christian Labour Association of Canada Health Fund (“Benefit Plan”) is established for the benefit of the employees covered by this Agreement and further that such Benefit Plan is maintained and administered by the Union and supervised by a Board of Trustees.
- 13.02 The Employer agrees to pay to the Union’s Health Fund an amount as outlined under Schedule “A” for each hour worked by each employee covered under this Agreement, beginning upon the successful completion of the probation period.
- 13.03 The Employer’s contribution to the Health Fund shall be submitted together with union dues and in the manner described in Article 7.
- 13.04 The Union covenants and agrees to indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by, the Employer by reason of any amounts deducted from any employee's pay and remitted to the Union’s Benefit Administration Office as

provided in Article 13.02. In the event that the Employer fails to comply with these Articles by not remitting to the Union, Article 13.04 will not apply. The Employer's sole obligation pursuant to Article 13 – CLAC Health Fund, shall be limited to making the payment more particularized herein.

- 13.05 The Employer acknowledges that the Benefit Plan provides for Long Term Disability insurance coverage ("LTD"). Where applicable, the Employer, as directed by the Union Benefit Administration Office, will deduct the cost of such LTD coverage for employees that are eligible for benefit coverage. The monthly cost as directed by the Union Benefit Office will be deducted as cents per hour, in an amount directed by the Union. Such deductions shall be remitted to the Union together with the Employer's Benefit Plan contributions in accordance with Article 13 – CLAC Health Fund of the Agreement. Participation in the Plan and in the payroll deduction is mandatory.

ARTICLE 14 - PENSION PLAN

- 14.01 The Union warrants and represents that the Christian Labour Association of Canada Pension Plan ("Pension Plan") is established for the benefit of the employees covered by this Agreement and further that such Pension Plan is maintained and administered by the Union and supervised by a Board of Trustees.
- 14.02 The Employer agrees to pay the amount specified on Schedule "A" to the Pension Plan as a percentage applied to all wages and vacation pay earned by each employee covered under this Agreement, beginning upon the successful completion of the probation period.

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- 14.03 The Employer's contribution to the Pension Plan shall be submitted together with union dues and in the same manner as described in Article 7.
- 14.04 The Employer's sole obligation pursuant to Article 14 – Pension Plan, shall be limited to making the payment more particularized herein.
- 14.05 The Employer agrees to deduct by way of payroll deduction and remit to the Union's Benefit Administration Office an amount as directed by each employee as voluntary employee pension contributions over and above the contributions noted in Schedule "A". Such amounts shall not exceed the limits established by Canada Customs & Revenue Agency. These monies will be recorded separately on the Employer's monthly remittance to the Union. A request for such deductions shall be submitted to the Employer in a format provided by the Union's Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office with the first remittance of such additional voluntary contributions.
- 14.06 New employees will join the Plan upon completion of the three (3) month probationary period. Contributions shall begin at the commencement of the next pay period.
- 14.07 The Employer will remit all contributions to the Union within fifteen (15) days following the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable to each. The remittance shall include only funds for pay periods completed in the previous month. Employer and voluntary contributions will be recorded separately on the remittance.

ARTICLE 15 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

- 15.01 The purpose of this Article is to pay reasonable expense on behalf of the employee. It is not intended to be a source of additional income. Proof of travel and of principal residence may be requested by the Employer. All calculations for travelling are based on Google maps, by distance travelled via the fastest route, no tolls.
- 15.02 The Employer shall remunerate employees for travel time as follows:
- a. There shall be a free travel zone fifty (50) kilometers, each way, around each worksite. An employee who resides within the free zone of a worksite to which he is assigned shall receive no payment for the time spent travelling to that worksite (time or mileage).
 - b. An employee that qualifies for travel time shall receive payment that is equal to time spent travelling each way, including vacation and statutory holiday pay, from the boundary described in a., above, to his place of residence. Travel time shall not be included towards the calculation of overtime threshold. Pension, benefits, E&A and Industry Fund are not payable on travel time.
 - c. All travel time shall be rounded to the nearest quarter ($\frac{1}{4}$) hour.
 - d. Employees that are requested to use their personal vehicles to more than one worksite in a day, or to transport materials necessary for the work shall be

reimbursed for the use of their personal vehicle at a rate of forty-three cents (\$0.43) per kilometre.

15.03 When employees are sent to work on a project beyond one hundred and fifty (150) kilometres from their primary place of residence, and provided the project is not within the free zone described in Article 15.02 b., and provided that they remain working on such project for consecutive days (in excess of one (1) work day):

- a. they will be paid a daily subsistence allowance of forty dollars (\$40.00) for each day spent out of town;
- b. they will be provided, in the opinion of the Employer, with suitable accommodation; an employee who is assigned to accommodations that do not include adequate kitchen facilities shall be paid an additional ten dollars (\$10.00) per day;
- c. they will receive a travel allowance for one-half ($\frac{1}{2}$) of the time spent travelling from their home to the outer edge of the free travel zone project, and the same for the return travel at the beginning and end of the work week only;
- d. they will be transported to the job by the Employer, or where the Employer does not provide transportation, shall receive mileage reimbursement as described in Article 15.02 (d) for the trip to and from the project each week. The Employer shall reserve the right to make reasonable carpooling arrangements.

15.04 In the case of inclement weather causing unsafe driving conditions not permitting the employee to return to his/her

personal place of residence, the employee may request from the Employer that the kilometre (km) threshold set out in 15.03 be waived by the Employer and the provisions set out in 15.03 a) & b) will apply.

The Employer shall make arrangements for parking when employees are assigned to a worksite where no adequate parking exists.

ARTICLE 16 - HEALTH AND SAFETY

16.01 The Employer, Union and the employees shall comply with the provisions of the Occupational *Health and Safety Act* where and when applicable. The Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the workers.

Employees are required to report to their Employer any unsafe work conditions, or violation of any safe work policies or procedures established by the Employer, or any violation of relevant safe work legislation.

16.02 An employee who is injured in the course of performing his duties and requires medical attention and is unable to continue work shall be paid for his regularly assigned hours for the day of the injury only.

ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL

17.01 The Employer shall supply all required tools, including power tools. Tools supplied by the Employer shall remain the property of the Employer. Employees shall be responsible for the care and cleaning of Employer supplied tools.

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- 17.02 Despite Article 17.01 above, each employee is required to bring to work a hammer, a tape, a pouch, an approved safety hat and safety boots.
- 17.03 Tools supplied by the Employer that become worn out shall be replaced by the Employer at the Employer's expense. This does not include tools broken or worn through abuse.
- 17.04 Damage due to misuse, negligence, theft or abuse of tools and equipment shall be charged to the employee found responsible.
- 17.05 The Employer shall supply all required safety equipment, with the exception of hard hats and safety boots. The employee shall be responsible for the care of Employer supplied safety equipment. Each employee will be issued one safety vest. Damaged or defective vests must be returned to the Office Manager before a new one will be issued. Employees who do not return defective or damaged vests will be required to pay for a replacement.

ARTICLE 18 - EDUCATION AND ASSISTANCE FUND

- 18.01 The Employer shall contribute to the Union's Education and Assistance Fund the amount listed in Schedule "A" per hour for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union's Education and Assistance Fund Administrator.
- 18.02 The Education and Assistance Fund shall be used by the Union to educate and instruct members in the competent practice of their trade, in matters relating to Health and Safety, and to instruct specific members in effective labour relations practices.

18.03 Having regard to the demands of the Employer's work and operations, the Union will cooperate with the Employer when safety and related courses are made available to the members employed with the Employer. The Union will notify the Employer and supply certificates for employees who successfully complete training courses.

ARTICLE 19 - CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION FUND

19.01 The Employer shall contribute to the Union's Construction Industry Development and Promotion Fund (the "Industry Fund") the amount listed in Schedule "A" for each hour worked by each employee covered by this Agreement, and it shall remit such contributions to the Union in the manner prescribed at Article 6.04.

19.02 The Industry Fund is used to promote the CLAC model of open shop unionized construction representation. This is achieved by industry development among for and with owners and purchasers of construction services, by advocating at municipal and provincial government, by representing open shop union principles at industry conferences and events, and by advising the Union leaders, including staff and stewards of opportunities and means to promote the CLAC model. The Industry Fund is used as determined by the Union to strengthen the position of the Union, its members and contractors.

19.03 The Industry Fund shall not be used to fund a grievance or other legal proceedings against any contractor signatory to CLAC or its affiliated local unions.

ARTICLE 20 - LEAVES OF ABSENCE, BEREAVEMENT LEAVE AND JURY DUTY

20.01 The Employer shall, subject to reasonable business requirements, grant leaves of absence without pay for a time mutually agreed upon between the Employer and the employee for the following reasons:

- a. marriage of the employee;
- b. sickness of the employee or employee's immediate family;
- c. death in the immediate family;
- d. participation in union sponsored training or other educational events;
- e. birth or adoption of the employee's child.

20.02 An employee shall be granted three (3) days leave of absence to make arrangements for and to attend the funeral of his spouse or common-law spouse, parent, or parent-in-law, child, brother, sister or grandparent.

ARTICLE 21 - DISCIPLINE & DISCHARGE

21.01 The Employer may discipline, suspend, or discharge an employee for just cause. If the conduct or performance of an employee warrants a warning, such a warning shall be written. A copy of all warnings shall be forwarded to the office of the Union at the time they are issued to the employee(s) concerned.

21.02 When the Employer meets with an employee to discuss any matter of a disciplinary nature, a steward shall accompany the employee, if reasonably possible. Upon taking disciplinary action against an employee, the steward, the Union, and the employee shall be notified in writing.

ARTICLE 22 - COMPLAINTS AND GRIEVANCES

22.01 It is the mutual desire of the parties to this Agreement that reasonable and legitimate complaints and grievances of employees shall be dealt with as quickly as possible.

22.02 It is understood that in all cases an employee or his Steward shall first give his immediate supervisor an opportunity to address his complaint before proceeding further with any grievance in accordance with this Article.

22.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Within five (5) working days after the circumstances giving rise to the grievance occurred, the grievance shall be presented to the Employer, in writing, on the Union's standard form and the parties shall meet within the next five (5) working days in an endeavour to settle the grievance.

22.04 The Employer shall issue its written decision respecting the grievance within five (5) working days of the meeting contemplated by this Article. If the Employer's decision is not satisfactory to the Union, then the Union may refer the grievance to arbitration in accordance with Article 23.

22.05 A **Group Grievance** is defined as a single grievance, signed by a Steward or Union Representative, on behalf of a group of

employees who have the same complaint. A Group Grievance shall be processed in accordance with Article 22.03 of the grievance procedure set out above. The names of the employees having the same complaint and advancing such Group Grievance shall be identified and listed on the grievance form.

- 22.06 A **Policy Grievance** is defined as one which involves a question relating to the interpretation, application or administration of this Agreement, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable. A Policy Grievance may be submitted by either the Union or the Employer in accordance with Article 22.03 of the grievance procedure outlined above. In the case of a Policy Grievance submitted by the Employer, all references to "Union" and "Employer" in Articles 22.03 and 22.04 shall be interchangeable. Such Policy Grievance shall be signed by a Steward or a Union Representative or, in the case of an Employer's Policy Grievance, by the Employer or its designated representative.
- 22.07 In the event that the circumstances giving rise to any grievance occurred more than five (5) days prior to the complaint or grievance being initiated and delivered to either the Employer or the Union, as the case may be, then and in such event neither the Employer nor the Union shall be required to consider or process any such grievance.
- 22.08 For the proper administration of this Article:
- a. The nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated shall be set out in the written record

of the grievance and may not be subject to change in later steps.

- b. In determining the time which is allowed in the various steps, only working days shall be included, and any time limits may be extended by agreement in writing only.
- c. If advantage of the provisions of this Article 22 is not taken within the time limits specified herein as set out above, or as extended in writing between the parties, the grievance shall be deemed to have been abandoned and may not be reopened.

ARTICLE 23 - ARBITRATION

23.01 Each party to this Agreement may refer a grievance to arbitration provided the referral is made within ten (10) working days of the written decision described in Article 22.04 or the date that the written decision should have been made pursuant to Article 22.04. A grievance that is not referred to arbitration in accordance with this Article shall be deemed to have been abandoned and shall be inarbitrable.

23.02 Both parties to this Agreement agree that any grievance concerning the interpretation, application or administration of this Agreement, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable, which has been properly carried through all the steps of the grievance procedure outlined at Article 22 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

23.03 The Board of Arbitration will be composed of a sole arbitrator chosen by agreement of the parties.

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- 23.04 Within two (2) working days of the request of either party for a Board, each party shall notify the other of the name(s) of arbitrator(s) it proposes to act as the sole arbitrator.
- 23.05 Should the Employer and the Union fail to agree on a sole arbitrator within five (5) working days of the notification mentioned in Article 23.04 above, the Ministry of Labour of the Province of Ontario shall be asked to nominate an impartial person to act as the sole arbitrator.
- 23.06 The decision of the sole arbitrator shall be binding on the employees, the Union and the Employer.
- 23.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 23.08 Each of the parties to this Agreement shall bear its own expense of arbitration, and the parties shall jointly bear the expenses, if any, of the sole arbitrator.

ARTICLE 24 - SEVERABILITY

- 24.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Federal legislation or by decision of the Ontario Labour Relations Board or any Court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions thereof.

ARTICLE 25 - DURATION

25.01 This Agreement shall be effective on the first (1st) day of April, 2018 and shall remain in effect until the thirty-first (31st) day of March, 2021 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 last ninety (90) days prior to the renewal date, or in a like period in any year thereafter. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

25.02 Until a new Agreement has been concluded all provisions in this Collective Agreement shall remain in full force and effect.

DATED at Ottawa, ON, this 21 day of September, 2018

Signed on behalf of
DALCON CONSTRUCTORS LTD.

Per 

Per _____

Signed on behalf of
CHRISTIAN LABOUR ASSOCIATION OF CANADA

Per 

Per _____

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

NON - ICI RATES:

Classification	Wage	VP (10%)*	Pension	H&W	E&A	IF	Total
Journeyman Carpenter	\$34.00	\$3.40	\$1.70	\$1.78	\$0.20	\$0.20	\$41.28
Journeyman Plumber	\$35.50	\$3.55	\$1.78	\$1.78	\$0.20	\$0.20	\$43.01
Journeyman Electrician	\$36.50	\$3.65	\$1.83	\$1.78	\$0.20	\$0.20	\$44.16
Journeyman Millwright	\$34.00	\$3.40	\$1.70	\$1.78	\$0.20	\$0.20	\$41.28
Journeyman Pipefitter	\$35.50	\$3.55	\$1.78	\$1.78	\$0.20	\$0.20	\$43.01
Journeyman Sheetmetal Worker	\$34.00	\$3.40	\$1.70	\$1.78	\$0.20	\$0.20	\$41.28
Journeyman Structural Steel Worker	\$34.00	\$3.40	\$1.70	\$1.78	\$0.20	\$0.20	\$41.28
Journeyman Welder	\$34.00	\$3.40	\$1.70	\$1.78	\$0.20	\$0.20	\$41.28
Journeyman Insulator	\$34.00	\$3.40	\$1.70	\$1.78	\$0.20	\$0.20	\$41.28
Journeyman Bricklayer	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Journeyman Operative Plasterer	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Journeyman Tile Setter	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Journeyman Cement Mason	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Journeyman Glazier	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Painter	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Licensed Reinforcing Ironworker	\$32.00	\$3.20	\$1.60	\$1.78	\$0.20	\$0.20	\$38.98
Licensed Crane Operator	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Carpenter	\$31.00	\$3.10	\$1.55	\$1.78	\$0.20	\$0.20	\$37.83
Reinforcing Ironworker	\$29.00	\$2.90	\$1.45	\$1.78	\$0.20	\$0.20	\$35.53
Excavating Operator	\$28.50	\$2.85	\$1.43	\$1.78	\$0.20	\$0.20	\$34.96
Basic Operator	\$26.00	\$2.60	\$1.30	\$1.78	\$0.20	\$0.20	\$32.08
Truck Driver	\$27.00	\$2.70	\$1.35	\$1.78	\$0.20	\$0.20	\$33.23
Skilled Labourer	\$29.00	\$2.90	\$1.45	\$1.78	\$0.20	\$0.20	\$35.53
Labourer IV	\$23.50	\$2.35	\$1.18	\$1.78	\$0.20	\$0.20	\$29.21
Labourer III	\$21.50	\$2.15	\$1.08	\$1.78	\$0.20	\$0.20	\$26.91
Labourer II	\$19.50	\$1.95	\$0.98	\$1.78	\$0.20	\$0.20	\$24.61
Labourer I	\$17.00	\$1.70	\$0.85	\$1.78	\$0.20	\$0.20	\$21.73

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EFFECTIVE APRIL 1, 2019 (2% Increase):

Classification	Wage	VP (10%)*	Pension	H&W	E&A	IF	Total
Journeyperson Carpenter	\$34.68	\$3.47	\$1.73	\$1.80	\$0.20	\$0.20	\$42.08
Journeyperson Plumber	\$36.21	\$3.62	\$1.81	\$1.80	\$0.20	\$0.20	\$43.84
Journeyperson Electrician	\$37.23	\$3.72	\$1.86	\$1.80	\$0.20	\$0.20	\$45.01
Journeyperson Millwright	\$34.68	\$3.47	\$1.73	\$1.80	\$0.20	\$0.20	\$42.08
Journeyperson Pipefitter	\$36.21	\$3.62	\$1.81	\$1.80	\$0.20	\$0.20	\$43.84
Journeyperson Sheetmetal Worker	\$34.68	\$3.47	\$1.73	\$1.80	\$0.20	\$0.20	\$42.08
Journeyperson Structural Steel Worker	\$34.68	\$3.47	\$1.73	\$1.80	\$0.20	\$0.20	\$42.08
Journeyperson Welder	\$34.68	\$3.47	\$1.73	\$1.80	\$0.20	\$0.20	\$42.08
Journeyperson Insulator	\$34.68	\$3.47	\$1.73	\$1.80	\$0.20	\$0.20	\$42.08
Journeyperson Bricklayer	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Journeyperson Operative Plasterer	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Journeyperson Tile Setter	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Journeyperson Cement Mason	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Journeyperson Glazier	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Painter	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Licenced Reinforcing Ironworker	\$32.64	\$3.26	\$1.63	\$1.80	\$0.20	\$0.20	\$39.74
Licenced Crane Operator	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Carpenter	\$31.62	\$3.16	\$1.58	\$1.80	\$0.20	\$0.20	\$38.56
Reinforcing Ironworker	\$29.58	\$2.96	\$1.48	\$1.80	\$0.20	\$0.20	\$36.22
Excavating Operator	\$29.07	\$2.91	\$1.45	\$1.80	\$0.20	\$0.20	\$35.63
Basic Operator	\$26.52	\$2.65	\$1.33	\$1.80	\$0.20	\$0.20	\$32.70
Truck Driver	\$27.54	\$2.75	\$1.38	\$1.80	\$0.20	\$0.20	\$33.87
Skilled Labourer	\$29.58	\$2.96	\$1.48	\$1.80	\$0.20	\$0.20	\$36.22
Labourer IV	\$23.97	\$2.40	\$1.20	\$1.80	\$0.20	\$0.20	\$29.77
Labourer III	\$21.93	\$2.19	\$1.10	\$1.80	\$0.20	\$0.20	\$27.42
Labourer II	\$19.89	\$1.99	\$0.99	\$1.80	\$0.20	\$0.20	\$25.07
Labourer I	\$17.34	\$1.73	\$0.87	\$1.80	\$0.20	\$0.20	\$22.14

DALCON CONSTRUCTORS LTD.
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EFFECTIVE APRIL 1, 2020 (2% Increase):

Classification	Wage	VP (10%)*	Pension	H&W	E&A	IF	Total
Journeyman Carpenter	\$35.37	\$3.54	\$1.95	\$1.82	\$0.20	\$0.20	\$43.08
Journeyman Plumber	\$36.93	\$3.69	\$2.03	\$1.82	\$0.20	\$0.20	\$44.88
Journeyman Electrician	\$37.97	\$3.80	\$2.09	\$1.82	\$0.20	\$0.20	\$46.08
Journeyman Millwright	\$35.37	\$3.54	\$1.95	\$1.82	\$0.20	\$0.20	\$43.08
Journeyman Pipefitter	\$36.93	\$3.69	\$2.03	\$1.82	\$0.20	\$0.20	\$44.88
Journeyman Sheetmetal Worker	\$35.37	\$3.54	\$1.95	\$1.82	\$0.20	\$0.20	\$43.08
Journeyman Structural Steel Worker	\$35.37	\$3.54	\$1.95	\$1.82	\$0.20	\$0.20	\$43.08
Journeyman Welder	\$35.37	\$3.54	\$1.95	\$1.82	\$0.20	\$0.20	\$43.08
Journeyman Insulator	\$35.37	\$3.54	\$1.95	\$1.82	\$0.20	\$0.20	\$43.08
Journeyman Bricklayer	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Journeyman Operative Plasterer	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Journeyman Tile Setter	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Journeyman Cement Mason	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Journeyman Glazier	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Painter	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Licensed Reinforcing Ironworker	\$33.29	\$3.33	\$1.83	\$1.82	\$0.20	\$0.20	\$40.67
Licensed Crane Operator	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Carpenter	\$32.25	\$3.23	\$1.77	\$1.82	\$0.20	\$0.20	\$39.47
Reinforcing Ironworker	\$30.17	\$3.02	\$1.66	\$1.82	\$0.20	\$0.20	\$37.07
Excavating Operator	\$29.65	\$2.97	\$1.63	\$1.82	\$0.20	\$0.20	\$36.47
Basic Operator	\$27.05	\$2.71	\$1.49	\$1.82	\$0.20	\$0.20	\$33.46
Truck Driver	\$28.09	\$2.81	\$1.54	\$1.82	\$0.20	\$0.20	\$34.66
Skilled Labourer	\$30.17	\$3.02	\$1.66	\$1.82	\$0.20	\$0.20	\$37.07
Labourer IV	\$24.45	\$2.44	\$1.34	\$1.82	\$0.20	\$0.20	\$30.46
Labourer III	\$22.37	\$2.24	\$1.23	\$1.82	\$0.20	\$0.20	\$28.06
Labourer II	\$20.29	\$2.03	\$1.12	\$1.82	\$0.20	\$0.20	\$25.65
Labourer I	\$17.69	\$1.77	\$0.97	\$1.82	\$0.20	\$0.20	\$22.65

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ICI RATES:

Classification	Wage	VP (10%)*	Pension	H&W	E&A	IF	Total
Journeyman Carpenter	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Journeyman Plumber	\$35.00	\$3.50	\$1.75	\$1.78	\$0.20	\$0.20	\$42.43
Journeyman Electrician	\$36.00	\$3.60	\$1.80	\$1.78	\$0.20	\$0.20	\$43.58
Journeyman Millwright	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Journeyman Pipefitter	\$35.00	\$3.50	\$1.75	\$1.78	\$0.20	\$0.20	\$42.43
Journeyman Sheetmetal Worker	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Journeyman Structural Steel Worker	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Journeyman Welder	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Journeyman Insulator	\$33.00	\$3.30	\$1.65	\$1.78	\$0.20	\$0.20	\$40.13
Journeyman Bricklayer	\$32.00	\$3.20	\$1.60	\$1.78	\$0.20	\$0.20	\$38.98
Journeyman Operative Plasterer	\$32.00	\$3.20	\$1.60	\$1.78	\$0.20	\$0.20	\$38.98
Journeyman Tile Setter	\$32.00	\$3.20	\$1.60	\$1.78	\$0.20	\$0.20	\$38.98
Journeyman Cement Mason	\$32.00	\$3.20	\$1.60	\$1.78	\$0.20	\$0.20	\$38.98
Journeyman Glazier	\$32.00	\$3.20	\$1.60	\$1.78	\$0.20	\$0.20	\$38.98
Painter	\$32.00	\$3.20	\$1.60	\$1.78	\$0.20	\$0.20	\$38.98
Licensed Reinforcing Ironworker	\$31.00	\$3.10	\$1.55	\$1.78	\$0.20	\$0.20	\$37.83
Licensed Crane Operator	\$32.00	\$3.20	\$1.60	\$1.78	\$0.20	\$0.20	\$38.98
Carpenter	\$30.00	\$3.00	\$1.50	\$1.78	\$0.20	\$0.20	\$36.68
Reinforcing Ironworker	\$28.00	\$2.80	\$1.40	\$1.78	\$0.20	\$0.20	\$34.38
Excavating Operator	\$27.50	\$2.75	\$1.38	\$1.78	\$0.20	\$0.20	\$33.81
Basic Operator	\$25.00	\$2.50	\$1.25	\$1.78	\$0.20	\$0.20	\$30.93
Truck Driver	\$26.00	\$2.60	\$1.30	\$1.78	\$0.20	\$0.20	\$32.08
Skilled Labourer	\$28.00	\$2.80	\$1.40	\$1.78	\$0.20	\$0.20	\$34.38
Labourer IV	\$22.50	\$2.25	\$1.13	\$1.78	\$0.20	\$0.20	\$28.06
Labourer III	\$20.50	\$2.05	\$1.03	\$1.78	\$0.20	\$0.20	\$25.76
Labourer II	\$18.50	\$1.85	\$0.93	\$1.78	\$0.20	\$0.20	\$23.46
Labourer I	\$16.00	\$1.60	\$0.80	\$1.78	\$0.20	\$0.20	\$20.58

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EFFECTIVE APRIL 1, 2019 (2% Increase):

Classification	Wage	VP (10%)*	Pension	H&W	E&A	IF	Total
Journeyman Carpenter	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Journeyman Plumber	\$35.70	\$3.57	\$1.79	\$1.80	\$0.20	\$0.20	\$43.26
Journeyman Electrician	\$36.72	\$3.67	\$1.84	\$1.80	\$0.20	\$0.20	\$44.43
Journeyman Millwright	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Journeyman Pipefitter	\$35.70	\$3.57	\$1.79	\$1.80	\$0.20	\$0.20	\$43.26
Journeyman Sheetmetal Worker	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Journeyman Structural Steel Worker	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Journeyman Welder	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Journeyman Insulator	\$33.66	\$3.37	\$1.68	\$1.80	\$0.20	\$0.20	\$40.91
Journeyman Bricklayer	\$32.64	\$3.26	\$1.63	\$1.80	\$0.20	\$0.20	\$39.74
Journeyman Operative Plasterer	\$32.64	\$3.26	\$1.63	\$1.80	\$0.20	\$0.20	\$39.74
Journeyman Tile Setter	\$32.64	\$3.26	\$1.63	\$1.80	\$0.20	\$0.20	\$39.74
Journeyman Cement Mason	\$32.64	\$3.26	\$1.63	\$1.80	\$0.20	\$0.20	\$39.74
Journeyman Glazier	\$32.64	\$3.26	\$1.63	\$1.80	\$0.20	\$0.20	\$39.74
Painter	\$32.64	\$3.26	\$1.63	\$1.80	\$0.20	\$0.20	\$39.74
Licensed Reinforcing Ironworker	\$31.62	\$3.16	\$1.58	\$1.80	\$0.20	\$0.20	\$38.56
Licensed Crane Operator	\$32.64	\$3.26	\$1.63	\$1.80	\$0.20	\$0.20	\$39.74
Carpenter	\$30.60	\$3.06	\$1.53	\$1.80	\$0.20	\$0.20	\$37.39
Reinforcing Ironworker	\$28.56	\$2.86	\$1.43	\$1.80	\$0.20	\$0.20	\$35.04
Excavating Operator	\$28.05	\$2.81	\$1.40	\$1.80	\$0.20	\$0.20	\$34.46
Basic Operator	\$25.50	\$2.55	\$1.28	\$1.80	\$0.20	\$0.20	\$31.53
Truck Driver	\$26.52	\$2.65	\$1.33	\$1.80	\$0.20	\$0.20	\$32.70
Skilled Labourer	\$28.56	\$2.86	\$1.43	\$1.80	\$0.20	\$0.20	\$35.04
Labourer IV	\$22.95	\$2.30	\$1.15	\$1.80	\$0.20	\$0.20	\$28.59
Labourer III	\$20.91	\$2.09	\$1.05	\$1.80	\$0.20	\$0.20	\$26.25
Labourer II	\$18.87	\$1.89	\$0.94	\$1.80	\$0.20	\$0.20	\$23.90
Labourer I	\$16.32	\$1.63	\$0.82	\$1.80	\$0.20	\$0.20	\$20.97

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EFFECTIVE APRIL 1, 2020 (2% Increase):

Classification	Wage	VP (10%)*	Pension	H&W	E&A	IF	Total
Journeyman Carpenter	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Journeyman Plumber	\$36.41	\$3.64	\$2.00	\$1.82	\$0.20	\$0.20	\$44.28
Journeyman Electrician	\$37.45	\$3.75	\$2.06	\$1.82	\$0.20	\$0.20	\$45.48
Journeyman Millwright	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Journeyman Pipefitter	\$36.41	\$3.64	\$2.00	\$1.82	\$0.20	\$0.20	\$44.28
Journeyman Sheetmetal Worker	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Journeyman Structural Steel Worker	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Journeyman Welder	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Journeyman Insulator	\$34.33	\$3.43	\$1.89	\$1.82	\$0.20	\$0.20	\$41.87
Journeyman Bricklayer	\$33.29	\$3.33	\$1.83	\$1.82	\$0.20	\$0.20	\$40.67
Journeyman Operative Plasterer	\$33.29	\$3.33	\$1.83	\$1.82	\$0.20	\$0.20	\$40.67
Journeyman Tile Setter	\$33.29	\$3.33	\$1.83	\$1.82	\$0.20	\$0.20	\$40.67
Journeyman Cement Mason	\$33.29	\$3.33	\$1.83	\$1.82	\$0.20	\$0.20	\$40.67
Journeyman Glazier	\$33.29	\$3.33	\$1.83	\$1.82	\$0.20	\$0.20	\$40.67
Painter	\$33.29	\$3.33	\$1.83	\$1.82	\$0.20	\$0.20	\$40.67
Licensed Reinforcing Ironworker	\$32.25	\$3.23	\$1.77	\$1.82	\$0.20	\$0.20	\$39.47
Licensed Crane Operator	\$33.29	\$3.33	\$1.83	\$1.82	\$0.20	\$0.20	\$40.67
Carpenter	\$31.21	\$3.12	\$1.72	\$1.82	\$0.20	\$0.20	\$38.27
Reinforcing Ironworker	\$29.13	\$2.91	\$1.60	\$1.82	\$0.20	\$0.20	\$35.87
Excavating Operator	\$28.61	\$2.86	\$1.57	\$1.82	\$0.20	\$0.20	\$35.27
Basic Operator	\$26.01	\$2.60	\$1.43	\$1.82	\$0.20	\$0.20	\$32.26
Truck Driver	\$27.05	\$2.71	\$1.49	\$1.82	\$0.20	\$0.20	\$33.46
Skilled Labourer	\$29.13	\$2.91	\$1.60	\$1.82	\$0.20	\$0.20	\$35.87
Labourer IV	\$23.41	\$2.34	\$1.29	\$1.82	\$0.20	\$0.20	\$29.26
Labourer III	\$21.33	\$2.13	\$1.17	\$1.82	\$0.20	\$0.20	\$26.85
Labourer II	\$19.25	\$1.92	\$1.06	\$1.82	\$0.20	\$0.20	\$24.45
Labourer I	\$16.65	\$1.66	\$0.92	\$1.82	\$0.20	\$0.20	\$21.45

Notes, applicable to all wage schedules:

1. Placement in wage grid: At the time that employees become covered by this Agreement, each employee shall be assigned a classification on the wage grid and shall be paid the appropriate rate of the classification.
2. An employee that is appointed as lead hand shall receive a premium of two dollars (\$2.00) above his regular hourly rate.
3. An employee that is appointed as working foreman shall receive a premium of four dollars (\$4.00) above his regular hourly rate.
4. Vacation & Stat pay will increase to 11% for those with 5 years of service, and shall increase to 12% for those with 8 years of service.
5. The above rates pertain to all work performed in OLRB Areas 12, 13, 14, 15, 29, 30, and 31. Should work be performed in any areas outside of the above mentioned zones, the Union and the Employer shall meet to negotiate an amended Schedule "A".
6. It is understood that the wage rates negotiated above are minimums and that the Employer is free to pay employees above these rates.
7. When operational needs require qualified Labourers (level II – IV) to operate light equipment (mini-excavators, small loaders,

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man lifts, scissor lifts, ride-on packers, skid-steers, etc.) they shall do so at their regular hourly rate.

8. Employees who become a registered Carpenters, Millwright, Insulator, Bricklayer, Operative Plasterer, Tile Setter, Cement Mason, or Glazier apprentice shall receive a wage rate and pension contributions that are determined as follows:

1st Period	not less than 50% of journeyman's rate
2nd Period	not less than 60% of journeyman's rate
3rd Period	not less than 70% of journeyman's rate
4th Period	not less than 80% of journeyman's rate

9. Employees who become a registered Plumbing, Pipefitter, Sheet Metal, Structural Steel Worker, Welder or Electrical apprentice shall receive a wage rate and pension contributions that are determined as follows:

1st Period	not less than 50% of journeyman's rate
2nd Period	not less than 60% of journeyman's rate
3rd Period	not less than 70% of journeyman's rate
4th Period	not less than 80% of journeyman's rate
5th Period	not less than 85% of journeyman's rate

**SCHEDULE “B”
DEFINITIONS**

The following are general definitions for the classifications listed in Schedule “A”. Progression and placement in the various classification levels shall be based on experience within the construction industry, time worked with the company, skills and qualifications, and reliability.

	Courses (Cumulative)	Service / Experience	Tasks (Cumulative)
Skilled Labourer		5200 hours worked	A worker who requires limited supervision and is capable of two (2) of the three (3) listed skilled tasks: Form-setter; Concrete Finisher; patch and level existing slabs; layout and rough carpentry. Understand and read drawings and blue prints
Construction Labourer Level 4	Standard First Aid and CPR/AED	3120 hours worked	A worker who is capable of performing general labour duties, including but not limited to, needle and shoring installations, building scaffolding and winter protection enclosures, build safety railings, frame temporary partitions, performing wood parapet and interior partition backing installations, and levelling plate installations under general supervision.

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Construction Labourer Level 3	Propane Handling in Construction	2080 hours worked	A worker who is capable of performing general labour duties, including but not limited to , slab on-grade preparation, welded wire mesh placement, poly underlay placement, grouting base plates, foundation insulation installation, fire-stopping and smoke sealing, assist with site layout, under general supervision.
Construction Labourer Level 2	Elevating Work Platforms (Scissor Lifts, and Self Propelled Boom)	1040 hours worked	A worker with some construction experience able to perform general labour duties, including but not limited to general site clean-up, dewatering, assisting with winter protection, snow removal and temporary heating, under fairly close supervision.
Construction Labourer Level 1	WHMIS in Construction; Working at Heights	N/A	An unskilled worker with little or no construction experience and requires close supervision.

LETTER OF UNDERSTANDING #1

Between
DALCON CONSTRUCTORS LTD.

and
CHRISTIAN LABOUR ASSOCIATION OF CANADA

**LONG TERM DISABILITY COVERAGE &
VOLUNTARY PENSION CONTRIBUTIONS**

The Employer acknowledges that the Benefit Plan provides for Long Term Disability insurance coverage (“LTD”). Where applicable, the Employer, as directed by the Union Benefit Administration Office, will deduct the cost of such LTD coverage from the employee’s pay cheques. The monthly cost as directed by the Union Benefit Office will be deducted in equal parts from each pay cheque in a given month, and remitted together with the Employer’s Benefit Plan contribution in accordance with Article 13 – CLAC Health Fund of the Agreement. Participation in the plan and in the payroll deduction is mandatory.

The Employer agrees to deduct by way of payroll deduction and remit to the Union’s Benefit Administration Office an amount as directed by each employee as voluntary employee pension contributions over and above the contributions noted in Schedule “A”. Such amounts shall not exceed the limits established by Canada Customs & Revenue Agency. These monies will be recorded separately on the Employer’s monthly remittance to the Benefit Administration Office. A request for such deductions shall be submitted to the Employer in a format provided by the Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office with

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the first remittance of such additional voluntary contributions. Employees may change, commence or terminate their voluntary additional contributions effective January 1st and July 1st of every year.

DATED at Ottawa, ON, this 21 day of September, 2018

Signed on behalf of
DALCON CONSTRUCTORS LTD.

Per 

Per _____

Signed on behalf of
CHRISTIAN LABOUR ASSOCIATION OF CANADA

Per 

Per _____

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