

COLLECTIVE AGREEMENT

Between

**CIRCON CONSTRUCTION
CORPORATION/CIRCON DESIGN
BUILD CORPORATION**

And

**CONSTRUCTION WORKERS UNION,
CLAC LOCAL 52**

JUNE 1, 2020 – MAY 31, 2023

COLLECTIVE AGREEMENT

Between

**CIRCON CONSTRUCTION CORPORATION/CIRCON
DESIGN BUILD CORPORATION
(hereinafter referred to as "the Employer")**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 52
(hereinafter referred to as "the Union")**

JUNE 1, 2020 – MAY 31, 2023

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COLLECTIVE AGREEMENT

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 mutual and 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 orderly system for the promotion, transfer, layoff and recall of employees;
 - d. to establish a prompt, just and equitable procedure for the disposition of grievances;
 - e. and generally, through the full and fair administration of all 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 It is agreed that 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.

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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 and Insurance Act, and the Occupational Health and Safety Act, all as amended.

ARTICLE 2 - RECOGNITION

2.01 The Employer and the Union shall be bound to the provisions of this Agreement.

2.02 The Employer recognizes the Union is the exclusive bargaining agent of its employees in all sectors of the construction industry in the Province of Ontario save and except non-working foremen and persons above the rank of non-working foremen.

2.03 The Employer agrees that the Union 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.

2.04 The Union acknowledges that it is the function of the Employer:

- a. to manage the enterprise, including the scheduling of work and the control of materials;

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- 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, lay off, 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 who has been disciplined or discharged without just cause may be subject to the Grievance Procedure hereinafter set forth.

- 2.05 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. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

- 2.06 Work normally performed by members of the bargaining unit shall not be subcontracted.

- 2.07 The Employer may subcontract out work where:
 - a. he does not possess the necessary facilities or equipment;

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- b. he does not have and/or cannot acquire the required manpower, subject to the Employment Policy contained in this Agreement.
- 2.08 Where an Employer subcontracts work which otherwise would be performed by employees covered by this agreement, the Employer agrees to hire only sub-contractors whose employees will be paid not less than the rates of pay listed on Schedule "A".
- 2.09 Where the Contractor subcontracts work, he shall invite tenders from all relevant trade contractors listed in the current CLAC trade directory. When inviting and/or accepting a subcontracting arrangement with non-CLAC affiliated contractors, the Contractor shall inform such sub-contractors of a preference for CLAC affiliated trades, and require that such sub-contractors permit their employees working on site to meet with a CLAC representative to discuss the advantages of being organized with CLAC.

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

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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 or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- c. The Union has the right to appoint Health & Safety Representatives in accordance with legislation. The Employer will excuse such Representatives from their work from time to time to participate in seminars or courses arranged by the Union. The Health & Safety Representatives shall be paid a premium of seventy-five cents (\$0.75) per hour in addition to the regular hourly rate. The Employer shall pay such Representatives for such time spent in Health & Safety meetings, and for all time lost as result of having to attend at such meetings.

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 Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be

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withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters, as well as for the time spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the Stewards concerned.

- 3.04 The Union has the right to appoint a negotiating committee. Employees on the committee shall be paid by the Employer at their regular hourly rate 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.
- 3.05 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 Union Representative may attend such meetings if that is requested by an employee.
- 3.06 There shall be no Union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.07 The Union shall have the right to have periodic access to Employer work sites.

ARTICLE 4 - 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 men home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of labour requirements, giving as much prior notice as possible. The Union will provide a list of labour available. The Employer, at its discretion, may hire the employees listed or from other sources.
- 5.02
- a. 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 who have recall rights and are qualified to do the work.

b. Laid off members are also required to notify the Union of their employment status.

5.03 Probationary Period

New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of their last hiring.

5.04 Probationary employees are covered by the Agreement, except those provisions which specifically exclude 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 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.

5.06 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement. Where a worker is placed under sanctions by

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the Local, an affiliated Local or the National Union, subject to the Union Constitution, membership may be withheld, may continue to be withheld, may be suspended, may continue to be suspended, or may be rescinded.

ARTICLE 6 - UNION DUES

6.01

- a. The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as continued within the Employer Dues Directive issued by the Union office.
- b. The Employer is authorized to deduct any administration fees owing by an employee to the Union when hired.
- c. The total amount(s) checked off and/or deducted on behalf of the Union will be turned over by the Employer to the Union by the fifteenth (15th) 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 turned over for each.

6.02 The Employer shall remit dues on a form prescribed by the Union and shall include on such remittance the following information for each employee:

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- a. first, middle and last name;
- b. rate of hourly pay;
- c. gross earnings;
- d. total regular and overtime hours worked in the month for which such deductions are made;
- e. dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union;
- f. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
- g. any hourly premiums;
- h. Social Insurance Number; and,
- i. date of birth.

6.03 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 of the employee involved:

- a. complete mailing address;
- b. telephone number;
- c. date of hire;
- d. classification;
- e. email address.

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

- a. Change in classification or apprenticeship year;

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- b. Job end date (for temporary or permanent separation).
- 6.05 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 re-directed. 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 in 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 shall be subject to negotiation between the Employer and the Union.
- 7.03 **Reporting Pay**
- a. The Employer agrees to pay a minimum of four (4) 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 within his control.
 - b. Where the Employer requires an employee who is prevented from starting or continuing work to remain

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on site on stand-by, such hours are paid time when in excess of the minimum four (4) hours reporting pay.

- c. In the event of inclement weather this payment shall not be made if such inclemency was prevalent at the time the employee left his home to report for work. Employees eligible for reporting pay may be requested to take alternate temporary work. Employees must contact the Employer prior to leaving for work if weather is questionable.

7.04 The employees shall be paid weekly, on the Friday following the end of the pay period. Monday is the first day of the pay period.

7.05 An afterhours call out is paid at double time for a minimum of two (2) hours at double time per occasion (where applicable).

7.06 Where a job can be reasonably interrupted, any employee has the right to refuse to work when raining.

ARTICLE 8 - HOURS OF WORK, REST PERIODS AND OVERTIME

8.01

- a. The regular work week shall consist of five (5) workdays, Monday to Friday inclusive.
- b. The regular workday shall be eight (8) hours, commencing no earlier than 7 am and ending no later than 5 p.m.

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- c. The above is neither a guarantee of work, nor set out an entitlement to overtime premiums.

8.02

- a. Work performed in excess of nine (9) hours per day shall be paid at the rate of one and a half (1 ½) times the employee's regular hourly rate.
- b. Work performed in excess of forty-four (44) hours per week shall be paid at the rate of one and a half (1 ½) times the employee's regular hourly rate.
- c. Daily and weekly overtime shall not be pyramided.
- d. Employees shall not be required to work on Saturdays or Sundays. Work performed on a Saturday shall be paid at the employee's regular rate of pay until the employee's weekly hours total forty (40) hours, after which the employee shall be paid at one and one half (1 ½) times the employee's regular rate.
- e. There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, those employees willing to work on Sunday will be scheduled to work and will be paid two (2) times their regular hourly rate for all hours worked on the Sunday.
- f. Where a statutory holiday occurs during the week, overtime shall be paid on all hours worked in excess of thirty-six (36) hours.

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8.03 There shall be two (2) coffee breaks of fifteen (15) minutes duration each per day, one in the morning and one in the afternoon. Coffee 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.

8.04 Shift Premiums

Where an employee is requested to begin a second shift in the same calendar day, the hours of the second shift shall be paid at overtime rates.

ARTICLE 9 - VACATIONS AND VACATION PAY

9.01 Vacations and vacation pay for employees shall be according to the following schedule:

Length of Service	Vacation Time	Vacation Pay*
< 4 years	2 weeks	8%
> 4 years, < 9 years	3 weeks	10%
> 9 years, < 12 years	4 weeks	12%
> 12 years	5 weeks	14%

* Vacation pay is calculated as a percentage of gross annual earnings. This percentage is inclusive of Holiday Pay of four percent (4%)

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9.02 Approval of vacation time is at the sole discretion of the Employer. Vacation requests will not be unreasonably denied.

9.03

- a. The vacation pay for all employees will be remitted monthly by the Employer to the Union's Vacation Pay 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. Remittances to the Vacation Pay Trust Fund shall be made promptly by the fifteenth (15th) of each month for the credited amounts in the previous month, in order to satisfy the legal requirements pertaining to the disbursement of vacation pay.

ARTICLE 10 - HOLIDAYS

10.01 The following are recognized as holidays under this Collective Agreement:

- a. New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day; and
- b. Any additional legislated holiday under the *Employment Standards Act, 2000*, as amended.

10.02 Work performed on any of the Holidays mentioned in Article 10.01 shall be paid at the rate of one and one-half

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(1½) times the employee's regular rate of pay for all hours worked.

10.03 The Employer shall endeavour to provide the Union as much notice as is possible of its intention to substitute a regular workday for a holiday. Such substitution may be made on a jobsite basis and applies to all on that site or companywide as circumstances dictate. Any work performed as directed by the Employer on the substitute holiday will be paid at double time.

ARTICLE 11 - SENIORITY AND LAYOFFS

11.01 Employee lists, the accuracy of which has been agreed on behalf of the Union in writing, 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 ascertain the status of an employee within its jurisdiction.

11.02 Seniority/Recall rights shall cease for any 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, unless he has a justifiable reason;

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- d. is laid off for a continuous period of more than six (6) consecutive months.

11.03 When the Employer deems it necessary to reduce the work force, he shall consult the Union on the need for layoffs. When, in the opinion of the Employer and the Union, a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer and the Union shall jointly determine the order of a layoff and in doing so, they shall be guided by the following considerations:

- a. Ability of the employees to perform work
- b. Length of service of the employee

The Employer shall give one (1) weeks' notice of the need for a layoff or one (1) weeks' pay in lieu of notice. Such notice is copied to the Union. At the request of either party the parties will meet with a Steward present immediately after the giving of such notice to review the situation. The Employer shall be required to give one (1) hours notice of layoff or pay in lieu when circumstances beyond the control of the Employer cause a layoff.

11.04 Any appeal in regard to a lay-off must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after notice of layoff has been given or should have been given.

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- 11.05 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 definite arrangements with the Employer to return.
- 11.06 The recall of employees shall follow the same procedure and considerations as used for the layoff of employees as set out above. More specifically, the Union is consulted, ability and length of service are considered, and new employees are not hired while there are suitable employees with recall rights still laid off.
- 11.07 Any appeal in regard to a recall must be taken up under the first step of the Grievance Procedure hereinafter set forth, within five (5) workdays after the recall took place or within five (5) workdays after the employee knew or should have known about the recall.

ARTICLE 12 - HEALTH AND WELFARE BENEFITS

- 12.01 The Union warrants and represents that Union's Health & Welfare Trust Fund (the "Trust Fund") is established to provide insurance and related benefit programmes for the Plan members. The Trust Fund is supervised by a board of trustees including Employer and Union trustees.
- 12.02 The Employer agrees to remit the amount outlined under Schedule "A" for health insurance coverage for each hour

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worked by each employee covered under this Agreement in accordance with the remittances to the Union Article 6 and the Union's dues and remittance policy and directive.

12.03 The Employer will cooperate in providing information as necessary for the proper administration of the Trust Fund, including the information outlined in the remittance to the Union provisions in Article 6 and the Union's dues and remittance policy and directive. The Employer further agrees to inform the Union of any changes in the above employee information.

12.04 The Trust Fund, will be responsible for the timely reporting of taxable benefit amounts attributable to participation in the Trust Fund. Such communication will be in the form of T4A information slips issued by the Trust Fund or any other documentation that may be required for reporting to Canadian provincial or federal tax authorities.

12.05 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 as provided herein. In the event that the Employer fails to remit according to these articles, this indemnification is inoperable. The Employer's role obligation pursuant to

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this article shall be limited to making the payment more particularized herein.

12.06 Ineligibility due to age

Whereas coverage under the Benefit Plan ceases for the plan participant because of age, an amount equivalent to the contributions to the Trust Fund, will be paid to that employee and treated as wages. This is the hourly Employer contribution amount outlined in Schedule "A".

ARTICLE 13 - PENSION PLAN

13.01 The Pension Plan is maintained and administered by the Union and is supervised by a Board of Trustees. Registered with the Canada Customs and Revenue Agency (CCRA) as Pension Plan #0398594, the Plan is designed for the benefit of all employees covered under this Agreement.

13.02 The Employer shall contribute to the Pension Plan, on behalf of each employee, the hourly amount described in Schedule "A" of this Agreement, beginning from the first day of employment.

13.03 The Employer shall deduct from the gross earnings of each eligible employee, and remit to the Union as employee pension contributions, an amount equal to two percent (2%) of gross wages.

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- 13.04 The Employer agrees to deduct, by way of payroll deduction, and remit to the Union's Benefit Administration Office, voluntary employee pension contributions in addition to any other collective agreement Pension Plan contributions. Such amounts shall not exceed the limits established by the Canada Customs and Revenue Agency. These monies will be recorded separately on the Employer's monthly remittance.
- 13.05 The Employer shall continue pension contributions during a period of injury insured under provincial workplace safety insurance legislation, to the extent required by such legislation.
- 13.06 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions will be paid to that employee as wages on each paycheque and treated as wages. This payment in lieu of pension contributions will not be less than the amount that the employee would have received if they were still contributing to the Plan.
- 13.07 All money being earned by the employee, such as the Employers' contribution to the Benefit Plan, as well as deductions made off the employee's wages, such as Union dues, Vacation Pay, and Pension is a Trust Fund in the hands of the Employer until the money is paid to the Union.

ARTICLE 14 - TRANSPORTATION AND TRAVEL TIME

- 14.01 If an employee's car is authorized by the Employer to be used for transportation of employees to and from jobsites, the owner shall be paid at least fifty cents (\$0.50) per kilometre for such use.
- 14.02 Employees shall be obliged to travel together as much as possible to eliminate unnecessary car usage.
- 14.03 When an employee's vehicle is used for hauling company materials, the owner shall be paid twenty-five cents (\$0.25) per kilometre for such use in addition to mileage specified in 14.01 above.
- 14.04 There is no paid travel to projects within the area described as a circle, having a radius of fifty (50) km with the Employer's shop at the centre, or within the area described as a circle, having a radius of forty (40) km with the employee's primary residence at the centre. Outside this area employees are paid travel calculated at fifty (\$0.50) cents per kilometer from the nearer of the two (2) circles.
- 14.05 For projects that are out of town and which will require the employees to lodge overnight the Employer, the CLAC representative, and the union steward shall meet to negotiate the terms and conditions of that project.

ARTICLE 15 - PERSONAL PROTECTIVE EQUIPMENT

15.01 The Employer shall at all times provide safe working conditions to its employees.

15.02 Safety Equipment

Employees are required to provide their own safety boots. The Employer shall provide, by way of reimbursement to all employees that have completed their probationary period, a boot and work wear allowance equal to the following maximums every calendar year:

Effective September 1, 2020 - \$250

Reimbursable work wear includes insulated work gloves, work coveralls, and work outerwear, as approved by the Employer in advance.

15.03 The Employer shall supply all required safety equipment not mentioned in 15.02 above.

15.04 Danger Pay

If an employee is required to work in an environment that requires protective clothing, breathing apparatus or the removal of hazardous materials, because it is hazardous to the employee's health, either immediate or of a long term effect, then that employee shall receive danger pay equal to two dollars (\$2.00) per hour above his hourly rate.

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- 15.05 The Employer agrees to cooperate with the Union when safety and related courses are made available to the members employed with the Employer.
- 15.06 All employees shall wear safety hats to be furnished free of charge by the Employer. The Employer agrees to replace hats that are damaged or worn or expired. Lost hats and those damaged by carelessness are replaced at employee cost.
- 15.07 The Employer shall furnish each employee with an approved fall protection harness chosen by the Employer, safety glasses and hearing protection as needed, and the Employer shall supply to each employee who requires one, a respirator, and the Employer shall supply, to each employee who requires one, a respirator suitable to the work being done.
- 15.08 All employees will be provided with rubber boots when required in the normal course of their duties as determined by supervisory personnel.
- 15.09 The Employer will furnish employees with specialized safety equipment (including safety glasses) and rain gear if and when required. Any worn out safety equipment will be replaced upon presentation of the worn equipment.
- 15.10 The Employer will endeavour to provide wide safety belts and winterized rubber boots as required.

ARTICLE 16 - HEALTH & SAFETY

16.01 The Employer agrees that when circumstances are within his jurisdiction such Employer will provide a place of employment which shall be safe for the employees and shall use necessary or required safety devices, and shall adopt and use methods and processes to render it safe and shall do whatever is necessary to protect the life, health and safety of the employees. It is understood that employees will wear protective equipment and clothing when required.

16.02 Health & Safety Committee

Where required by the Act, the Employer agrees to establish a Health & Safety Committee for all employees of the company under the auspices of the *Occupational Health and Safety Act (OHSA)*. The Committee shall be made up of an equal number (not less than one each) of non-bargaining unit and bargaining unit persons who have completed their probationary period. The Union has the right to appoint the members representing the bargaining unit. The Committee shall keep minutes of its meetings and post them in the shop. One copy will be forwarded to the Union office.

16.03 If an employee is required to work in an environment that requires protective clothing, breathing apparatus or the removal of asbestos, because it is hazardous to the employee's health, either immediate or of a long term

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effect, then the employee shall receive as danger pay one dollar and fifty cents (\$1.50) per hour above his hourly rate.

16.04

- a. Where the existence of a designated substance (acrylonitrile, arsenic, asbestos, benzene, coke oven emissions, ethylene oxide, isocyanates, lead, mercury, silica, vinyl chloride, and any other designated substance for which there is a regulation under the OSHA) is known and the employee is asked to work in proximity to that substance (i.e. must follow the OSHA regulation's precautions for working with such substances) the employee will be paid an additional one dollar and fifty cents (\$1.50) per hour.
- b. Where the employee must work in a confined space (as defined by, and in accordance with the OSHA and its regulations) the employee will be paid an additional one dollar and fifty cents (\$1.50) per hour.
- c. Any employee given the duties and responsibilities of Health and Safety Representative will be provided with training prior to the assignment of those duties and responsibilities, and will receive an additional seventy-five cents (\$0.75) per hour for all hours worked with those duties and responsibilities.

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16.05 The Employer agrees to cooperate with the Union when safety and related courses are made available to the members employed with the Employer.

ARTICLE 17 - TOOLS

17.01 Each employee is expected to provide his own hand tools necessary to perform his duties.

17.02 The Employer shall furnish all power tools and equipment. Employees shall be held responsible for the tools and equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes or other safe place for storage.

17.03 The Employer shall replace worn or broken tools on an exchange basis. The employee is responsible for the replacement cost of a tool that is lost or is broken as a result of abuse.

ARTICLE 18 - UNION FUNDS

18.01 Education & Assistance Fund

- a. The Employer shall contribute and remit such contributions to the Union's Education & Assistance Fund as specified in Schedule "A" for each hour worked by each employee covered by this Agreement.

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- b. The Education and Assistance Fund shall be used by the Union to assist members in exercising their right to work and have access to job sites, to educate and instruct members in the competent practice of their trade, and to instruct specific members in labour relations.
- c. The total amount owing shall be remitted monthly to the Union by the fifteenth (15th) of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

18.02 Industry Fund

- a. The Employer shall contribute and remit such contributions to the Union's Industry Fund as specified in Schedule "A" for each hour worked by each employee covered by this Agreement.
- b. 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.
- c. The total amount owing shall be remitted monthly to the Union by the fifteenth (15th) of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

ARTICLE 19 - APPRENTICESHIP

19.01 It is agreed that apprentices shall be paid in accordance with the regulations issued under the *Ontario College of Trades and Apprenticeship Act, 2009*. The percentage shall be as follows:

First Year	50%
Second Year	60%
Third Year	70%
Fourth Year	80%

19.02 The Employer will employ the ratio of Journeymen to Apprentices as provided for in the regulations of the Ontario College of Trades or its successor organization governing apprentice ratios and any other government legislation.

19.03 The Employer must register Apprentices with the Ministry of Labour, Training and Skills Development at the commencement of employment.

19.04 The Employer commits to assigning the Apprentice to a Licensed Journeyman wherever and whenever possible to learn the trade. The Employer commits to cooperating with the Apprentice and the Ministry regarding the Apprentice's attendance at trade school.

**ARTICLE 20 - LEAVES OF ABSENCE, BEREAVEMENT PAY AND
JURY DUTY**

20.01 The Employer shall grant leaves of absence without pay for legitimate personal reasons. It is understood that any leave of absence is subject to reasonable notice being given to such Employer. In the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal.

20.02 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.

20.03 The immediate family in this Article shall mean an employee's: spouse (including common law spouse) and children (including foster children or step-children), parents (including step-parents and in-laws), siblings (including step-siblings and in-laws), nieces/nephews and grandchildren. Extended family in this Article shall mean an employee's: aunt/uncle and grandparent.

20.04 Bereavement Leave

An employee shall be granted five (5) days leave of absence at his regular rate of pay to make arrangements for and to attend the funeral of a member of his immediate family. An employee shall be granted a three

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(3) day leave of absence at his regular rate of pay to attend the funeral of a member of his extended family.

20.05 Jury Duty

An employee shall receive for the first week of jury duty the difference between the employee's regular rate of pay and the amount of jury fee received, provided that the employee furnishes his Employer with a Certificate of Service signed by the Clerk of the Court showing the amount of jury fee paid.

ARTICLE 21 - GRIEVANCE PROCEDURE

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

21.02 The Employer or the Union shall not be required to consider or process any grievance which arose 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 recurring nature, this limitation period shall not begin to run until the action or condition has ceased.

21.03 A "Group Grievance" is defined as a single grievance, signed by a Steward or a Union Representative on behalf of a group of employee who have the same complaint.

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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.

21.04 A “Policy Grievance” is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 19, by-passing Steps 1 and 2. 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 his representative.

21.05 Step 1

Any employee having a grievance will, accompanied by a Steward or a Union 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 (3rd) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2

If the grievance is not settled under Step 1, a Union Representative may 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

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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 meeting.

21.06 The prescribed time lines in this article and anywhere else in this Collective Agreement are deemed to be extended as is reasonable and necessary to procure special language services such as interpreters for workers whose primary language of communication is not English.

ARTICLE 22 - ARBITRATION

22.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

22.02 The party referring the grievance to arbitration must serve the other party with written notice of desire to arbitrate within ten (10) workdays after receiving the decision given at Step 2 of the Grievance Procedure.

22.03 If a notice of desire to arbitrate is served, the two parties shall each nominate candidates to act as sole arbitrator. The parties shall attempt to select an agreeable arbitrator from the list of nominees. If they are unable to agree upon an arbitrator within five (5) workdays from the date upon which notice of desire to arbitrate was given, either

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party may request the Minister of Labour to appoint an arbitrator.

22.04 No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance.

22.05 The decision of the arbitrator is final and binding on the parties.

22.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally, by facsimile or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

22.07 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 nominate an arbitrator in accordance with this Article, 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.

22.08 It is agreed that the arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in this Agreement where it appears that the default was owing to reliance upon the words or conduct of the other party.

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- 22.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the arbitrator.
- 22.10 Where the arbitrator 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 arbitrator may substitute a penalty which is, in his opinion, just and equitable. This clause shall not apply to the discharge of a probationary employee.
- 22.11 Each of the parties hereto will jointly bear the expenses of the arbitrator.

ARTICLE 23 - DISCHARGE, SUSPENSION AND WARNING

- 23.01 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be documented, and a copy of this warning will be forwarded immediately to the regional office of the Union.
- 23.02 A steward or union representative must be present for all meetings of a disciplinary nature between the Employer

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and an employee unless the employee subject to discipline waives that right.

23.03 An employee may be suspended or discharged for just cause by the Employer. Within five workdays following suspension or discharge, the employee involved together with a Steward and/or 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.

23.04 Disciplinary notations in an employee's record, older than twelve (12) months, shall not be relied upon for further progressive discipline.

ARTICLE 24 - PENALTIES

24.01 With respect to the remittances and contributions outlined in this Collective Agreement, the Employer agrees to observe the time limitations for making such remittances and contributions.

24.02

- a. In the event such remittances are received after the due date, the Employer shall pay liquidated damages to the Union and its various Funds, as the case may be, at the rate of three percent (3%) per month or

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fraction thereof, calculated and compounded monthly on the gross amount overdue.

- b. In addition to the above, the Employer shall compensate the Union in full for all costs associated with the collection of such overdue remittances, including, but not limited to, legal or accountant's fees and the full cost of any arbitration hearing.

ARTICLE 25 - DURATION

25.01 This Agreement shall be effective on the first (1st) day of June, two thousand and twenty (2020) and shall remain in effect until the thirty-first (31st) day of May, two thousand and twenty-three (2023) and for further periods of one 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 of ninety (90) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one year.

25.02 In the event that no mutually agreed Memorandum of Settlement is achieved, the renewal agreement shall be deemed to include:

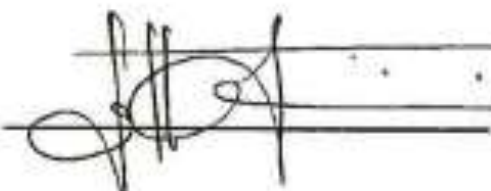

- a. An increase to the rates equal to the provincial CPI change, twelve (12) month trailing average, for January of the renewal year;

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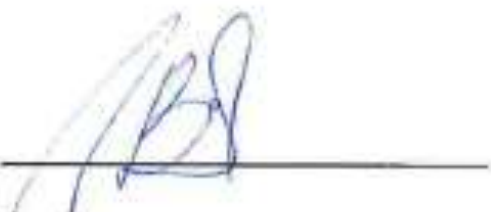
- b. Health Fund increases to the expired hourly amounts of five percent (5%);
- c. The Education & Assistance Fund and Industry Fund contributions shall increase by one cent (\$0.01) per hour worked;
- d. This clause shall not apply for June 1, 2020 insofar as negotiated and agreed increases have been scheduled for May 31, 2023 the last day of this Collective Agreement.

DATED at Toronto ON, this 24th day of
September, 2020.

Signed on behalf of
CIRCON CONSTRUCTION CORP./CIRCON DESIGN BUILD CORP.

Per  Per 

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

Per  Per _____

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**SCHEDULE “A”
CLASSIFICATIONS AND HOURLY RATES**

June 1, 2020

CLASSIFICATION	RATE	VACPAY * 10%	HEALTH	PENSION 12%	EAF	IF	TOTAL
Carpenter	\$38.49	\$3.85	\$2.25	\$4.62	\$0.20	\$0.20	\$49.61
Skilled Labourer	\$36.88	\$3.69	\$2.25	\$4.43	\$0.20	\$0.20	\$47.64
Labourer III	\$34.55	\$3.46	\$2.25	\$4.15	\$0.20	\$0.20	\$44.80
Labourer II	\$29.35	\$2.93	\$2.25	\$3.52	\$0.20	\$0.20	\$38.45
Labourer I	\$23.56	\$2.36	\$2.25	\$2.83	\$0.20	\$0.20	\$31.40

June 1, 2021

CLASSIFICATION	RATE	VACPAY * 10%	HEALTH	PENSION 12%	EAF	IF	TOTAL
Carpenter	\$39.26	\$3.93	\$2.25	\$4.71	\$0.20	\$0.20	\$50.55
Skilled Labourer	\$37.62	\$3.76	\$2.25	\$4.51	\$0.20	\$0.20	\$48.54
Labourer III	\$35.24	\$3.52	\$2.25	\$4.23	\$0.20	\$0.20	\$45.65
Labourer II	\$29.93	\$2.99	\$2.25	\$3.59	\$0.20	\$0.20	\$39.17
Labourer I	\$24.04	\$2.40	\$2.25	\$2.88	\$0.20	\$0.20	\$31.97

June 1, 2022

CLASSIFICATION	RATE	VACPAY * 10%	HEALTH	PENSION 13%	EAF	IF	TOTAL
Carpenter	\$40.04	\$4.00	\$2.30	\$5.21	\$0.21	\$0.21	\$51.97
Skilled Labourer	\$38.37	\$3.84	\$2.30	\$4.99	\$0.21	\$0.21	\$49.91
Labourer III	\$35.95	\$3.59	\$2.30	\$4.67	\$0.21	\$0.21	\$46.94
Labourer II	\$30.53	\$3.05	\$2.30	\$3.97	\$0.21	\$0.21	\$40.27
Labourer I	\$24.52	\$2.45	\$2.30	\$3.19	\$0.21	\$0.21	\$32.88

* Vac Pay increases with years of service 8%/10%/12%/13%

Notes:

1. Responsibility Premium

Any employee assigned to a site with subcontracted trades shall receive a premium of no less than one dollar and fifty

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cents (\$1.50) per hour for any hours worked without management personnel present on site.

2. Categories

	Courses (Cumulative)	Tasks
Carpenter	WHMIS Working at Heights First Aid CofQ (Carpentry)	A worker skilled in all relevant areas of carpentry, and labour duties as needed. Works with limited supervision.
Skilled Labourer		Works with limited supervision.
Labourer III	Elevated Platform	A worker who is able to perform general labour duties, as detailed below, under general supervision, as well as concrete pouring, general carpentry.
Labourer II	Bobcat Propane First Aid	A worker with some construction experience able to perform general labour duties, as well as shoveling, earth moving and cleaning, under fairly close supervision.
Labourer I	WHMIS Working at Heights	A worker with little or no construction experience, requiring close supervision

3. Prevailing Rates

The Employer shall contact the Union for prevailing wage rates when working outside of Board Area 8.

Wages and benefits for other OLRB areas of the province or sectors of the construction industry will be negotiated prior to the commencement of work in that area or sector by separate schedule.

Should any government legislation or regulations increase the above rates, wages and benefits these rates shall automatically conform.

4. Premiums/Bonuses

Light Equipment Operator – Employees spending the majority of their day operating light equipment shall receive an additional one dollar (\$1.00) per hour for each hour worked that day.

MISSISSAUGA MEMBER CENTRE

1-2555 MEADOWPINE BLVD

MISSISSAUGA ON L5N 6C3

T: 905-812-2855

TF: 800-268-5281

F: 905-812-5556

mississauga@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC BENEFITS

1-800-463-2522

CLAC TRAINING

1-877-701-2522

CLAC JOBS

1-877-701-2522

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