

COLLECTIVE AGREEMENT

Between

**THE INDEPENDENT CONTRACTORS ASSOCIATION
GENERAL CONTRACTORS**

and

CLAC LOCAL 6

DURATION: April 1, 2020 – March 31, 2023

COLLECTIVE AGREEMENT

Between

THE INDEPENDENT CONTRACTORS ASSOCIATION
Representing and on behalf of its members in the
GENERAL CONTRACTORS SECTION
(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6
(hereinafter referred to as "the Union")

DURATION: April 1, 2020 – March 31, 2023

TABLE OF CONTENTS

Article 1 - Purpose	1
Article 2 - Recognition	2
Article 3 - Union Representation	4
Article 4 - No Strikes Or Lockouts	6
Article 5 - Employment Policy.....	7
Article 6 - Check Off And Union Membership.....	8
Article 7 - Wages And Rates Of Pay	11
Article 8 - Hours Of Work And Overtime	12
Article 9 - Vacation And Vacation Pay.....	14
Article 10 - Holidays.....	15
Article 11 - Seniority & Layoffs	15
Article 12 - Health & Pension Benefits.....	17
Article 13 - Transportation, Travel Time And Room And Board	20
Article 14 - Safety/Danger Pay.....	21
Article 15 - Rest Periods.....	22
Article 16 - Bereavement Leave/Jury Duty	22
Article 17 - Education & Assistance Fund	23
Article 18 - Union Industry Advancement & Promotion Fund	24
Article 19 - Grievance Procedure.....	24
Article 20 - Discipline, Suspension & Discharge	28
Article 21 - Duration	30
Schedule "A" - Classifications And Rates Of Pay.....	32
Schedule "B"	40
Schedule "C"	41
Schedule "D"	42
Schedule "E"	42
Letter Of Understanding #1	45

COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement (“this Agreement”), which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b. to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c. to establish an equitable system for the promotion, transfer, layoff and rehire of employees;
 - d. to establish a just and prompt procedure for the disposition of grievances; and
 - e. through the full and fair administration of all the provisions contained within this Agreement to achieve a relationship among the Union, the Employer(s), and the employees which will be conducive to their mutual well-being.
- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employers shall not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 Wherever the singular or masculine are used in this Agreement, the same shall be construed to mean the plural or the feminine where the context or the parties hereto so require.

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

- 1.04 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder, which shall continue in full force and effect and be considered as if this Agreement had been executed without the invalid portion.
- 1.05 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*.
- 1.06 All existing Collective Agreement provisions and practices, entitlements, terms and conditions currently in effect shall continue unless specifically amended in the Memorandum of Settlement, or as amended in the renewal Collective Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 Each Employer recognizes the Union as the exclusive bargaining agent for:
- a. all its employees employed at and working out of Hamilton save and except non-working foremen, persons above the rank of non-working foreman, and sales and office staff;
 - b. employees for whom the Union has been certified as exclusive bargaining agent by the Ontario Labour Relations Board;
 - c. all employees employed in the Province of Ontario and not otherwise covered by sub-paragraph (a) or (b) hereof, save

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

and except non-working foremen, persons above the rank of non-working foreman, sales and office staff and employees for whom another trade union holds valid and subsisting bargaining rights as of the date of execution of this Agreement.

- 2.02 The parties recognize The Independent Contractors Association as the bargaining agent for the firms listed on Schedule "B" attached hereto and made part hereof.
- 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, work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.04 Each Employer agrees that the duly appointed representatives of the CLAC and Construction Workers Union, CLAC Local 6 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.
- 2.05 The Union acknowledges that it is the exclusive function of each Employer to hire, fire, promote, demote and suspend employees provided that a claim by any employee that he has been disciplined or discharged without reasonable cause may be the subject of a grievance.

ARTICLE 3 - UNION REPRESENTATION

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

- a. The Union may appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b. Negotiating committee members shall be recognized as having authority to participate in the negotiations for a collective agreement and any renewals thereof. Negotiating committee members shall be granted paid leave from their scheduled work to participate in negotiations.

It is agreed that, when possible, there shall be at least one committee member appointed or elected from each company represented in the Collective Agreement to the negotiating committee.

- c. Local 6 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.

3.02 The Union agrees to notify each Employer in writing of the names of its officials and the effective dates of their appointments.

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

3.03

- a. Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from his Employer. Permission will not be withheld unreasonably and that Employer will pay such Stewards at their regular hourly rates while attending to such matters.
- b. In recognition of the role of Union Steward in providing assistance with certain administrative matters and progressive labour relations representation, the Contractor will pay a premium of twenty-five cents (25¢) in addition to the straight time hourly rate of Union Stewards and fifty cents (50¢) to that of the Chief Steward. The Chief Steward will be appointed by the Union from amongst the Stewards. The premium is applicable to Stewards who have been properly appointed by the Union, who have received Union Steward's training, about whom the Contractor has been advised and in ratios of Stewards to workers as agreed by the parties.

3.04 Each Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to that Employer, the Union and the employees. A Local 6 Representative may attend such meetings.

3.05 There shall be no Union activity during working hours, on any Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

3.06 Local 6 Representatives shall have the right to periodically visit job sites without disrupting productivity.

3.07 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the Unit and realizes that, in order to provide maximum opportunities for continuing employment, good working conditions and better than average wages, each Employer must be in a strong market position, which means that it must produce at the lowest possible costs consistent with fair labour standards. The Union, through its bargaining position, assumes a joint responsibility in the attainment of these goals. The Union, therefore, agrees that it will cooperate with each Employer and support its efforts to assure a full day's work on the part of its members. It further agrees that it will support each Employer in its efforts to eliminate waste in production, conserve materials and supplies, improve the quality of workmanship, prevent accidents and strengthen goodwill between the Employer, the employee, the customer and the public.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with each Employer's operation through its members.

4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, each Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY

5.01

- a. The Union and the Contractor will cooperate in maintaining a desirable and competent labour force. The Contractor will notify the Union of manpower requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Contractor at its discretion may hire employees so listed or from other sources.
- b. The Contractor has the right to hire new employee(s) as needed, provided that no new employee(s) will be hired while there are available employee(s) on layoff who are qualified to do the work.

5.02 To assist in the efficient placement of appropriately skilled members with Employers, it is agreed that Employers will inform the Union Office of members who are laid off and when new employees are hired where no Union members are available. Laid off members are also required to notify the Union of their status.

5.03 Where an Employer sublets work which otherwise would be performed by employees covered by this Agreement, each Employer agrees to hire only sub-contractors whose employees will be paid not less than the rates of pay listed on Schedule "A".

5.04 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 will inform such sub-contractors of a preference for CLAC affiliated trades, and require that such

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

sub-contractors permit their employees working on site to meet with a CLAC Representative to discuss the advantages of being organized with CLAC.

- 5.05 New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status. During the probationary period, the following shall apply;
- a. Regular Union dues, fees and remittances are to be deducted and remitted, as the case maybe, from the first day of employment.
 - b. Probationary employees are covered by this Agreement, excepting those provisions, which specifically exclude such employees.
 - c. Employees laid off during probation and rehired by the same Employer within six (6) months shall not serve a new probationary period but continue with credit for probation already served.
 - d. The discharge of probationary employees shall not become the subject of a grievance, unless the Union alleges such discharge is discriminatory, arbitrary or in bad faith.

ARTICLE 6 - CHECK OFF AND UNION MEMBERSHIP

- 6.01 When an Employer hires new employees who are not members of the Union, that Employer shall inform the Union of the hiring of such employees within two (2) days of the date

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

of hiring and shall furnish the Union with the following information for such employees:

- a. name;
- b. address;
- c. date of birth;
- d. telephone;
- e. family status;
- f. date of hire;
- g. occupation.

6.02 Each Employer shall remit employee deductions and Employer contributions, as the case may be, for union dues, fees, fund contributions and the like, to the Union, in a format prescribed by the Union. On such remittance the Employer will furnish the following information for each employee:

- a. First name & last name;
- b. rate of pay;
- c. gross earnings;
- d. total regular and overtime hours worked in the period for which such deductions are made;
- e. dues and fees deducted on behalf of the employee as prescribed by the Union; and,
- f. contributions to Union funds on behalf of the employee and deductions from an employee toward Union funds as prescribed by this Agreement.

6.03 When an Employer hires a new employee, the Employer shall also include on the next remittance in addition to the information required in Articles 5 and 6, above, the following information employee information:

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

- a. contact information, including home phone, cellphone, email and mailing address;
- b. Social Insurance Number;
- c. date of birth;
- d. date of hire;
- e. employment classification.

6.04 The total amount(s) deducted and contributed will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted and are owed. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

6.05 Dues Deduction

Each 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.

The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union in accordance with Article 6, above. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

6.06 Neither an 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.

- 6.07 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof. The wages shall apply to all work performed in the construction, erection, repair, remodelling or alteration of a building or structure, in whole or in part, which shall be or is being used for commercial, industrial or institutional purposes.
- 7.02 An employee who is sent home from work before he has worked three (3) hours, shall receive a minimum of three (3) hours pay at the rate of pay he would have earned if the work had been performed.

In the case that inclement or stormy weather causes work to stop or prevents work from starting, employees who report for work shall receive a minimum pay of three (3) hours pay at their regular rate of pay. In such cases, employees shall make reasonable efforts to contact their supervisor by phone or text to determine whether their shift is cancelled due to weather prior to the beginning of the work day. If they do not, they will not be entitled to show up time.

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

Employees must inform the Employer of a means of being contacted on short notice. If the Employer so attempts to inform the employee of a lack of work due to weather but is unable to do so, the employee will not be entitled to show up time.

When the weather does not permit employees to start work at the regular starting time and the superintendent decides to send the employees home, any employee who has reported for work will be compensated with one hour of his regular pay, unless he was notified beforehand by his Employer not to report for work.

- 7.03 Where a new classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employee(s) involved. Failure to reach agreement shall be subjected to the Grievance Procedure.
- 7.04 Wages shall be paid weekly, within five (5) calendar days following the end of the pay period, 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, overtime hours banked, the total earnings, amounts of deductions, net earnings and contributions to the Unions Health Fund and Pension Fund.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 A regular workday shall consist of eight hours between 8:00 a.m. and 4:30 p.m. A regular workweek shall consist of forty (40) hours, comprised of five (5) regular work days, Monday to Friday inclusive.

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

- 8.02 All hours worked in excess of forty-four (44) hours in a work week, shall be paid at the rate of one and one-half times (1½x) the regular rate of pay.

It is understood that any overtime must have approval from the Employer before any overtime commences.

- 8.03 Required Saturday work at the Employer's request shall be paid at the rate of one and one-half times (1½x) the regular rate of pay for all hours worked.

Voluntary Saturday work will be paid at regular time for the first six (6) hours worked. In the event an employee works more than six (6) hours; with Employer approval; all hours worked shall be paid at the rate of one and one-half times (1½x) the regular rate of pay. It is understood that voluntary means complete agreement between Employer and employee without influence or coercion. It is understood employees will be voluntarily foregoing weekly overtime on these Saturday hours per Article 8.02; if applicable.

- 8.04 Work shall not be performed on Sunday. However, if extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of two times (2x) the regular rate of pay.

No employee shall be compelled to work on a Sunday or any other day of the week if such work conflicts with the established religious convictions of the employee.

- 8.05 For the purpose of calculating overtime, each paid holiday per Article 10 shall count as eight (8) hours worked.

ARTICLE 9 - VACATION AND VACATION PAY

- 9.01 All employees who are covered under this Agreement shall receive as vacation pay ten percent (10%) of the employee's total earnings exclusive of each Employer's contribution to the Union's Benefit Plan. Income tax shall be deducted weekly from the employee's earnings increased by the amount of vacation pay.
- 9.02 Vacation periods shall be arranged by mutual agreement between each Employer and each employee. Employees shall be granted their vacation periods as requested insofar as it is practicable and in accordance with years of employment, unless an Employer decides to grant all vacations at one time, in which case that Employer shall give the employees at least six (6) weeks advance notice.
- 9.03 Each Employer agrees to remit the Vacation Pay of each employee as agreed upon in Article 9.01 of this Agreement and in accordance with the regulation set by the Employment Standards Branch, Ministry of Labour, monthly before, but not later than the fifteenth of the following month to the Union using a separate cheque marked "Vacation Pay", accompanied by a list on which all deductions and contributions as mentioned in Articles 6.01, 12.02, 17.01, 18.01 and Schedule "A" are recorded.
- 9.04 In accordance with the agreement with the Employment Standards Branch, Ministry of Labour, the Board of Trustees of the Union's Vacation Pay Trust Fund, is obligated to take any steps which may be available to them either in law or in equity or in bankruptcy as may be necessary or desirable to effect collection from delinquent Employers. All costs incurred in the

collection of said payment will be charged to such defaulting Employer.

- 9.05 Each Employer agrees to give the auditor of the Union's Trust Fund the privilege to examine that Employer's records concerning hours and monies forwarded to the Union, if and when the auditor so desires. Any date for such an examination will be pre-arranged in writing between the auditor, that Employer and the Union.

ARTICLE 10 - HOLIDAYS

- 10.01 New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and any other holiday proclaimed by the provincial or federal government, shall not be regular working days.

All work performed on such days shall be overtime and paid for at the rate of one and one-half times (1½x) the regular hourly rate.

Statutory Holidays may be taken on a different day based on mutual agreement between the parties of this agreement as long as the Employer and affected employees agree.

ARTICLE 11 - SENIORITY & LAYOFFS

- 11.01 Seniority of employees shall be considered as their length of employment from date of (re)hire specific to each Employer.
- 11.02 Seniority lists shall be maintained at all times by each Employer and shall be available to the union.

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

- 11.03 Seniority rights shall cease and an employee shall be deemed to be terminated if he:
- a. voluntarily quits the employ of the Employer;
 - b. is discharged and such discharge be not reversed through the Grievance Procedure;
 - c. fails to report on the first day following the expiration of a leave of absence, unless he has a justifiable reason;
 - d. is laid off for a continuous period of more than six (6) consecutive months and has less than two (2) years of seniority;
- 11.04 Where a reduction in the work force is inevitable, students and temporary employees shall be laid off first. Thereafter, provided that the Employer shall retain a competent workforce and that the employees affected have substantially equal skill, competence, efficiency, ability and qualifications, layoffs shall be determined by seniority so that the last hired shall be the first laid off. Recalls shall be conducted in the same manner but in reverse.
- 11.05 The Employer agrees to notify the Union of any need for layoffs once reasonably known.
- 11.06 In case of layoff, an employee shall be given at least a one (1) hour notice or one (1) hour's pay in lieu thereof.
- 11.07 Any employee laid off and recalled for work must return within one (1) workday when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements acceptable to the Employer to return.

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

- 11.08 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.
- 11.09 Whenever the Employment Insurance (EI) Record of Employment is not given to the employees at the time of layoff, they shall be sent by his Employer to the employee by registered mail to his last known address within twenty-four (24) hours from the time of layoff.

ARTICLE 12 - HEALTH & PENSION BENEFITS

- 12.01 Each Employer agrees to give full cooperation to CLAC's Benefit Administration Office for the health & pension benefits of all employees covered under this Agreement. The CLAC Health Fund and the CLAC Pension Plan are maintained and administered by the Union and supervised by Boards of Trustees.
- a. The Health Fund provides for a certain amount of income in case of inability to work due to sickness or accident not covered by compensation through the Workplace Safety & Insurance Board (WSIB), a life and dismemberment insurance, a major medical health insurance, a dental plan and additional benefits to be determined by the Union from time to time.
 - b. The CLAC Pension Plan, a money purchase plan registered with the Canada Revenue Agency, and the Financial Services Commission of Ontario, under registration #0398594, applies to all employees covered by this Collective Agreement.

Employer contributions to the CLAC Pension Plan will vest in accordance with the rules of the Plan.

The employees shall be informed about the Plan including statements to each employee, showing their account balance, including details of all contributions received, and all earnings/losses allocated.

12.02

- a. Each Employer agrees to pay an amount of money, as outlined under Schedule "A", to the Union's Benefit Administration Office for each hour worked by each employee covered under this Agreement as an irrevocable contribution to the Health & Pension Plans. Allocation to the Union's Health Plan and the Union's Pension Plan will be as set out on Schedule "A", attached hereto and made part hereof.

- b. **Employee paid Long Term Disability**

The Employer shall deduct an amount determined by the Union from the employee's first (1st) paycheque each month. The rate will be adjusted annually with the Health Fund renewal.

- c. 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 those contributions outlined above. Such amounts shall not exceed the limits established by Canada Revenue Agency. These monies will be recorded separately on the Employer's monthly remittance to the Benefit Administration Office.

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

d. A request for such voluntary pension 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 by the Employer with the first remittance of such additional voluntary contributions. Requests shall be limited to two (2) changes/adjustments per year.

12.03 Employers' contribution to the Union's Benefit Plan shall be recorded on a remittance form supplied by the Union. On these forms, each Employer will enter:

- a. name of employee;
- b. total hours worked during the month for which remittance is made;
- c. date of hire for new employees only;
- d. date of termination;
- e. hourly rate of pay;
- f. amount of vacation pay forwarded;
- g. Employer contribution;
- h. amount of union dues deducted.

Each Employer will forward two copies of the remittance form, plus one cheque for the total amount of Employer's contribution to the Union monthly, not later than the fifteenth of the following month.

12.04 Ineligibility Due to Age

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

ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

13.01 When employees who are covered by this Agreement are required to travel to jobs in which an Employer is involved and which lie outside a forty-five (45) kilometre radius from the Employer's Shop, the following conditions shall apply:

- a. the transportation of the employees shall be provided by each Employer and in that Employer's vehicles;
- b. when this rule is impractical for an Employer, and the employee is required to use his own car, the employee shall be reimbursed at fifty cents per kilometre (50¢/km) for any distance travelled outside of the above limits;
- c. the Employer will arrange to pay for parking at job sites where the Employer directs the employee to drive their personal vehicle;
- d. where an employee is required to use a public means of transportation, his Employer shall bear the full cost of such means of public transportation;
- e. for jobs which are outside a forty-five (45) kilometre radius from the Employer's shop, employees shall be paid both ways at one-half ($\frac{1}{2}$) their regular hourly rate for the time it takes from the job to his Employer's headquarters, in addition to any reimbursements set out in Article 13.01 b., c. or d. above.

13.02 Where jobs are undertaken by the Employer in areas which are at any distance from the Company's Headquarters or home base and where employees are required to find board and

lodgings, that Employer shall make the necessary arrangements and bear the costs of such board and lodgings. Where a company account or credit card is not provided for expenses, a daily out of town meal allowance of fifty-five dollars (\$55.00) per day, including travel days, shall be paid.

ARTICLE 14 - SAFETY/DANGER PAY

- 14.01 The 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 reasonably necessary to protect the life, health and safety of the employees.
- 14.02 Save and except below, the Employer shall ensure that all equipment, materials, protective devices and personal protective equipment are provided at no cost to employees as per government legislation, maintained in good condition and measures and procedures are properly carried out in order to maintain a safe and healthy workplace.
- 14.03 Each Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the workers.
- 14.04 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 effect, then that employee shall receive as danger pay one dollar and fifty cents (\$1.50) per hour above his hourly rate.

ARTICLE 15 - REST PERIODS

- 15.01 A break period of at least one-half (½) hour shall be provided for lunch.
- 15.02 Coffee breaks in mid-morning and mid-afternoon of ten (10) minutes shall be granted by each Employer.
- 15.03 After twelve (12) hours of continuous work, an additional one-half (½) hour paid break and a warm meal shall be provided by each Employer.

ARTICLE 16 - BEREAVEMENT LEAVE/JURY DUTY

- 16.01 In the case of a death in the family of an employee, the Employer will grant a leave of absence from work for the purpose of grieving, making arrangements for the funeral and attending the funeral.
- 16.02 Paid time for such leave is limited to three (3) working days in the death of a member of the immediate family. Immediate family is defined as: mother (in-law), father (in-law), employee's brother, sister, spouse (and legal common-law), children, legal dependent(s) of the employee.
- 16.03 Paid time for such leave is limited to one (1) working day in the death of a member of the extended family. Extended family is defined as two relations removed from the employee (e.g. spouse's brothers and sisters, employee's grandchild, grandparent (in-law)).
- 16.04 **Jury Duty**

The Employer shall reimburse an employee on jury duty one hundred dollars (\$100.00) per day for each day while serving

as a juror to a maximum of ten (10) days at one time. The employee must provide the Employer with a document from the clerk of the court stating the days in attendance.

ARTICLE 17 - EDUCATION & ASSISTANCE FUND

17.01 Each contractor shall contribute the amount outlined in Schedule "A" to the Education and Assistance (E&A) Fund for each hour worked by each employee covered by this Agreement and shall remit such contributions to the Union's Administrator as set out in Article 12.

Each Employer agrees to cooperate with the Union when safety and related courses are made available to the members employed with the Employer. Likewise, Employers and employees will work and communicate together when training is required.

In the event training is scheduled at any time between Monday to Saturday, it is understood such training is paid at the employee's regular rate of pay ~~but~~ and is not part of the overtime calculation per Article 8.

In the event that training must be scheduled on a Saturday it is understood that such Saturday training is not preferable for employees and the Employer will work with employees before scheduling such training. In the event Saturday training is necessary the Employer and employees will schedule such training mutually to accommodate the training needs and personal weekend commitments.

Training will not occur on a Sunday.

Paid training is agreed to be any training in which is a requirement or a request; of the Employer; for site access or to conduct work on a specific site; mandated by the construction industry or the province; or in which the Employer meets necessary quota or number requirements.

**ARTICLE 18 - UNION INDUSTRY ADVANCEMENT & PROMOTION
FUND**

- 18.01 The Employer shall contribute and remit the amount outlined in Schedule “A” to the Union’s Industry Fund for each hour worked by each employee covered by this Agreement.
- 18.02 The Industry Fund shall be used by the Union for the promotion of the industry, to promote unionized construction, and for other purposes as determined by the Union to strengthen the position of the Union, its signatory Employers, and its members, in the construction industry.
- 18.03 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 - GRIEVANCE PROCEDURE

- 19.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives as the agents through which employees shall process their grievances and receive settlement thereof. It is agreed and understood that a grievance can only arise from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement. The parties agree to deal with grievances in a timely fashion.

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

- 19.02 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) working days after the subject of such grievance occurred. Notwithstanding the foregoing, the parties may agree to extend this limitation period.
- 19.03 A "Group Grievance" is defined as a single grievance, signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 19.04 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 CLAC Representative, or in the case of an Employer's Policy Grievance, by such Employer or his representative.

Step 1

Any employee having a grievance will, accompanied by a Steward or CLAC Representative, submit the same to the Employer within five (5) workdays of the act or condition causing the grievance. For the purpose of this Article, workdays or working days shall mean Monday to Friday. The Employer will deal with the grievance not later than the third working day 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 that Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. Such Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

- 19.05 A grievance (which has not been accepted, settled, withdrawn or abandoned) may be referred to arbitration under this Article provided the party requiring arbitration serve the other party with written notice within fourteen (14) calendar days after receiving the decision given at Step 2 of the grievance procedure.
- 19.06 The parties agree to the use of a sole Arbitrator. If they are unable to agree on the selection of an Arbitrator either party may request the Ministry of Labour to appoint an impartial Arbitrator.
- 19.07 The Arbitrator will hear and determine the grievance and his decision will be final and binding on the parties hereto and the employees affected. The Arbitrator shall not have the power to alter, amend, modify, delete, or add to any provisions of this Agreement or to substitute any new provisions for any existing provisions nor give any decision inconsistent with the terms and provisions of this Agreement.
- 19.08 The cost of the Arbitrator will be shared equally by both parties.

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

- 19.09 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.
- 19.10 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 19.11 If a notice of desire to arbitrate is served, the two (2) parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the name and address of its nominee. The two (2) arbitrators so appointed shall attempt to select, by agreement, a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 19.12 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 19.13 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 19.14 Notices of desire to arbitrate and of nomination of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of receipt shall be deemed to be the date of service.
- 19.15 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

- 19.11, 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.
- 19.16 It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 18 and 19 where it appears that the default was owing to a reliance upon words or conduct of the other party.
- 19.17 An employee found to be wrongfully discharged or suspended will be reinstated to his position with payment for wages lost, less any monies earned working elsewhere while such discharge or suspension is in effect, or by another arrangement which is just and equitable in the opinion of the Arbitration Board.
- 19.18 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which is, in its opinion, just and equitable.
- 19.19 Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

ARTICLE 20 - DISCIPLINE, SUSPENSION & DISCHARGE

- 20.01 The Employer agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct does not meet acceptable standards of competence,

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

training, skill-levels, cooperation, cleanliness or other relevant criteria. The purpose of progressive discipline is to provide reasonable opportunity to the employee to learn, adapt and adjust to the practices and procedures of the Employer and to improve his or her performance of the duties assigned.

- 20.02 In cases of gross misconduct, the Employer will refer to their options as outlined in their individual Employer policies. Such policies will be explained and understood upon hire and readily available thereafter. Decisions from policies are subject to the procedures in Article 20.03 & 20.04.
- 20.03 When the attitude or performance of an employee calls for a warning or other discipline by the Employer, it shall be in writing and given to the employee. For verbal or written discipline a Steward may attend as witness if requested. For suspensions or discharge a Steward will attend as a witness. A copy shall be sent to the Union office. After eighteen (18) months any notations shall not be considered for disciplinary purposes.
- 20.04 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays (Saturdays, Sundays and holidays excluded) following suspension or discharge, the employee involved together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays (Saturdays, Sundays and holidays excluded) following the interview, the Union may file a grievance at Step 2 or submit the complaint to arbitration.
- 20.05 A probationary employee shall not be eligible to file a grievance in response to disciplinary action.

ARTICLE 21 - DURATION

- 21.01 This Agreement shall be effective on the first (1st) day of April, two thousand and twenty (2020) and shall remain in effect until the thirty first (31st) day of March, two thousand and twenty three (2023) and for further periods of one (1) year, unless notice shall be given, by either party, of the desire to amend, change or delete 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 (1) year.
- 21.02 Where no renewal Agreement is put into place and this Collective Agreement automatically renews, the hourly pay rates, all plan contributions and all premiums will be adjusted according to the provincial Consumer Price Index (CPI) change. This will be calculated annually, using the CPI figure for the month that the Collective Agreement expires.

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

DATED at _____, ON, this ____ day of _____, 20____

Signed on behalf of
**THE INDEPENDENT CONTRACTORS ASSOCIATION representing and
on behalf of its members in the GENERAL CONTRACTORS SECTION**

Demik Construction Ltd.

Harm Schilthuis & Sons Ltd.

G.S. Wark Ltd.

STF Construction Ltd.

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

CLAC Representative

CLAC Representative

Negotiating Committee

Negotiating Committee

Negotiating Committee

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

**SCHEDULE “A”
CLASSIFICATIONS AND RATES OF PAY**

	Hr Rate	Vac Pay	Pen	HF	E&A Fund	Ind Fund	Total
Supervisor							
Apr 1/20	42.37	4.24	5.85	1.78	0.23	0.19	54.66
Apr 1/21	43.01	4.30	5.85	1.80	0.23	0.19	55.38
Apr 1/22	43.65	4.37	5.85	1.80	0.23	0.19	56.09
Foreman							
Apr 1/20	40.52	4.05	5.85	1.78	0.23	0.19	52.62
Apr 1/21	41.13	4.11	5.85	1.80	0.23	0.19	53.31
Apr 1/22	41.74	4.17	5.85	1.80	0.23	0.19	53.99
Carpenter							
Apr 1/20	38.24	3.82	5.85	1.78	0.23	0.19	50.12
Apr 1/21	38.81	3.88	5.85	1.80	0.23	0.19	50.77
Apr 1/22	39.40	3.94	5.85	1.80	0.23	0.19	51.41
Machine Operator							
Apr 1/20	37.51	3.75	5.85	1.78	0.23	0.19	49.31
Apr 1/21	38.07	3.81	5.85	1.80	0.23	0.19	49.95
Apr 1/22	38.64	3.86	5.85	1.80	0.23	0.19	50.58
Skilled Labourer 1*, Cement Finisher, Truck Driver							
Apr 1/20	36.02	3.60	5.85	1.78	0.23	0.19	47.67
Apr 1/21	36.56	3.66	5.85	1.80	0.23	0.19	48.29
Apr 1/22	37.11	3.71	5.85	1.80	0.23	0.19	48.89
Skilled Labourer 2*							
Apr 1/20	33.65	3.37	5.35	1.78	0.23	0.19	44.57
Apr 1/21	34.15	3.42	5.35	1.80	0.23	0.19	45.14
Apr 1/22	34.67	3.47	5.35	1.80	0.23	0.19	45.70

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

Painter, Welder							
Apr 1/20	33.90	3.39	5.00	1.78	0.23	0.19	44.49
Apr 1/21	34.41	3.44	5.00	1.80	0.23	0.19	45.07
Apr 1/22	34.92	3.49	5.00	1.80	0.23	0.19	45.64
Rodman							
Apr 1/20	37.00	3.70	5.00	1.78	0.23	0.19	47.90
Apr 1/21	37.55	3.76	5.00	1.80	0.23	0.19	48.53
Apr 1/22	38.12	3.81	5.00	1.80	0.23	0.19	49.15
Steel Erector							
Apr 1/20	38.49	3.85	5.00	1.78	0.23	0.19	49.53
Apr 1/21	39.06	3.91	5.00	1.80	0.23	0.19	50.19
Apr 1/22	39.65	3.96	5.00	1.80	0.23	0.19	50.83
Intermediate Labourer 1*							
Apr 1/20	32.20	3.22	5.00	1.78	0.23	0.19	42.62
Apr 1/21	32.68	3.27	5.00	1.80	0.23	0.19	43.17
Apr 1/22	33.18	3.32	5.00	1.80	0.23	0.19	43.71
Intermediate Labourer 2*							
Apr 1/20	29.75	2.98	4.75	1.78	0.23	0.19	39.68
Apr 1/21	30.20	3.02	4.75	1.80	0.23	0.19	40.19
Apr 1/22	30.65	3.06	4.75	1.80	0.23	0.19	40.68
Common Labourer 1*							
Apr 1/20	28.26	2.83	4.50	1.78	0.23	0.19	37.79
Apr 1/21	28.69	2.87	4.50	1.80	0.23	0.19	38.28
Apr 1/22	29.12	2.91	4.50	1.80	0.23	0.19	38.75
Common Labourer 2*							
Apr 1/20	25.02	2.50	3.75	1.78	0.23	0.19	33.47
Apr 1/21	25.40	2.54	3.75	1.80	0.23	0.19	33.90
Apr 1/22	25.78	2.58	3.75	1.80	0.23	0.19	34.32

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

Entry Labourer 1*							
Apr 1/20	22.94	2.29	3.00	1.78	0.23	0.19	30.43
Apr 1/21	23.28	2.33	3.00	1.80	0.23	0.19	30.83
Apr 1/22	23.63	2.36	3.00	1.80	0.23	0.19	31.22
Entry Labourer 2*							
Apr 1/20	20.60	2.06	2.50	1.78	0.23	0.19	27.36
Apr 1/21	20.91	2.09	2.50	1.80	0.23	0.19	27.72
Apr 1/22	21.22	2.12	2.50	1.80	0.23	0.19	28.06
Entry Labourer 3*							
Apr 1/20	18.60	1.86	2.50	1.78	0.23	0.19	25.16
Apr 1/21	18.88	1.89	2.50	1.80	0.23	0.19	25.49
Apr 1/22	19.16	1.92	2.50	1.80	0.23	0.19	25.80
Site Cleaner							
Apr 1/20	17.00	1.70		1.78	0.23	0.19	20.90
Apr 1/21	17.26	1.73		1.80	0.23	0.19	21.20
Apr 1/22	17.51	1.75		1.80	0.23	0.19	21.49

** See notes below for descriptions and/or commencement of fund contributions.*

For all Employees hired on or after April 1, 2017 the following pension rates apply:

- Painter/Welder, Rodman, Steel Erector, Intermediate Labourer - \$5.00/hr
- Common Labourer – \$4.50/hr
- Entry Labourer – \$3.00/hr

The Union will advise if there will be a change to the above allocations.

Classification Descriptions and Progression

1. If a General Contractor hires an employee in a classification not listed above, the wage rate set out in the Collective Agreement between the Independent Contractors Association - Electrical Contractors and Local 6 or in the Collective Agreement between the Independent Contractors Association - Mechanical Contractors, shall apply where applicable.
2. Above remittance amounts apply to all employees from date of hire, except for Entry Labourer and Temporary Employees, for whom there is a delay, only in respect of Health & Pension contributions as described below.

Movement through the classification grid is at the Employer's discretion per the steps outlined. In the event there is a dispute with movement through the classification grid the employee will connect first with their direct supervisor for a discussion. A union representative may be requested to attend to assist in supporting the process. The intent of the meeting will be to find reasonable solutions but also to set expectations if there is reason to do so.

The Union agrees that a formal dispute or grievance will arise only in the event that no solution is found and if the Union finds a continued reason to dispute. A valid dispute will be; a violation of the collective agreement; alleged impropriety of favouritism; or for human rights reasons.

3. Skilled Labourer

An employee designated by the employer as a fully skilled employee who is experienced in construction work and whose skill and ability has progressed beyond general labouring duties (but may still perform such duties as required) and exhibits applied knowledge and leadership abilities; can work completely

independently; may be able to supervise or delegate a small crew under the direction and supervision of a foreman or supervisor.

Advancement to SL1 will be after at least two (2) years worked as SL2.

4. Intermediate Labourer

Semi-Skilled general labouring classification. Quite familiar with many aspects of construction work; needs supervision, generally with 2-4 years of experience.

IL2 to IL1 - Advancement to IL1 will be after one (1) year worked as IL2.

IL1 to SL2 - Advancement to SL2 will be after competency in most common aspects of that Employer's construction work; works independently and without supervision; can follow verbal directions with limited guidance; can delegate lesser skilled labourers; Advancement to SL2 will be after one (1) year worked as IL1.

5. Common Labourer

Moderate general labouring skilled classification.

CL2 to CL1 - Advancement to CL1 will be after one (1) year worked as CL2.

CL1 to IL1 - Advancement to IL1 will be after competency in the usage of most common hand and power tools; assisting in concrete pours; tying rebar (if applicable); form setting (if applicable); competent with working independently but under supervision.

6. Entry Labourer

Introduction to general labouring construction classification. Limited to no experience in the industry. Responsible for site cleaner duties when required; basic construction and demolition duties with supervision.

EL3 to EL2 - Advancement to EL2 will be after three (3) months worked as EL3.

EL2 to EL1 - Advancement to EL1 will be after six (6) months worked as EL2.

EL1 to CL2 - Advancement to CL2 will be after competency in the usage of most common hand and power tools; competent with working independently but under supervision; and after six (6) months worked as EL1.

7. Site Cleaner

General clean-up, sweeping, tidying, site housekeeping, removal of debris, delivery of materials and tools and similar tasks. Such personnel are not engaged in construction and demolition and do not perform regular construction labourer duties.

Prospective construction labourers are not intended to be classified as Site Cleaner.

8. Current employees (as at 1999 when the Skilled, Semi-Skilled, Intermediate and Common Labourer distinctions were first agreed, or as at 2011 when the Entry Labourer class was first introduced) employed by any of the Employers signatory to this Agreement will:

- a. not be affected by the provisions 4, 5, 6 and 7 (above), or 12 (below);

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

- b. not be laid off in favour of an Intermediate Labourer, Common Labourer, Entry Labourer or Temporary Employees;
 - c. not be pressured into accepting a lower wage rate;
 - d. be recalled from layoff to available work as per usual practice of the applicable Employer.
9. Common Labourer may progress to Semi-Skilled Labourer and Skilled Labourer based on skill, ability and length of service. Entry Labourer will progress to the Common Labourer rate upon twelve (12) months construction experience, at the latest.
10. Classification and rate of pay of any new labourer hired after the signing of this Agreement is to be determined in consultation between the contractor, a job foreman and a Union representative, if requested. Any dispute with regard to the appropriate classification of any labourer may be resolved through the grievance procedure.
11. **Temporary Employees** – Short term employees are hired directly by a contractor when no suitable employees are available via the Union’s Employment Assistance Service. Such employee may be paid a rate mutually agreed between the employee and the contractor for up to three (3) months of employment. After such time, the common labourer rate is applicable at minimum. At three (3) months worked, Health Fund is payable retroactive to date of hire. Pension also commences at three (3) months but is not retroactive. In the event of a need for layoff, temporary employees will be laid off prior to layoff of a regular employee. It is understood by the parties that the agreed upon rate will be no less than two dollars (\$2.00) per hour above the provincial minimum wage. It is understood that if the Ontario minimum wage exceeds \$14.00/hr during the life of the agreement, the parties agree to increase the minimum rate to reflect the new provincially legislated rate.

12. Students

Students enrolled full time in secondary school, college or university are exempt from the provisions of this Collective Agreement. Students are not part of the regular workforce but may work for temporary periods throughout the year. In the event of a need for layoff, students will be laid off prior to layoff of a regular employee. It is understood by the parties that the agreed upon rate will be no less than two dollars (\$2.00) per hour above the provincial minimum wage. It is understood that if the Ontario minimum wage exceeds \$14.00/hr during the life of the agreement, the parties agree to increase the minimum rate to reflect the new provincially legislated rate.

Maintenance Rate:

A "maintenance rate" shall be established as follows:

The "maintenance rate" is only to be applied to "maintenance contracts" of one year or more. The wage rate applied shall be ten percent (10%) less than the construction hourly wage rate. Implementation of the "maintenance rate" is to be agreed upon with the employee(s) affected before it is applied. Prior to implementation, an employer who wishes to apply the "maintenance rate" shall notify the Union representative of the contract it is to apply to, how long the contract is for and which employee(s) will be affected. Such a request will be subject to review by the Union to determine if the "maintenance rate" is warranted.

Carpenters Apprentices shall be paid the following minimum rate:

- 1st Period 40% of journeyman's rate plus 10% vacation pay plus benefits.
- 2nd Period 60% of journeyman's rate plus 10% vacation pay plus benefits.
- 3rd Period 75% of journeyman's rate plus 10% vacation pay plus benefits.
- 4th Period 85% of journeyman's rate plus 10% vacation pay plus benefits.

SCHEDULE “B”

**Members of the Independent Contractors Association
Representing and on behalf of its members in the
General Contractors Section**

General Contractors:

A. Falcone Construction Ltd. *
Demik Construction Company Ltd.
G.E. Construction Ltd. *
G. S. Wark Ltd.
Harm Schilthuis & Sons Ltd.
Harold W. Heine Construction Service Ltd. *
Saltfleet Construction Ltd. *
Schilthuis Construction Ltd.
STF Construction Ltd.
Thurlow & Sanderson Ltd. *

NOTE: *companies were dormant at the time this Collective Agreement was signed.

SCHEDULE “C”

Between

**THE INDEPENDENT CONTRACTORS ASSOCIATION representing and
on behalf of its members in the GENERAL CONTRACTORS SECTION**

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

HEALTH PLAN CONTRIBUTION CAP

In addition to the requirements of the health contributions outlined in Article 12.02, the parties agree; in order to manage surplus in an employee’s hour-bank; Employers shall only be required to contribute to the Union’s Health Plan until a worker has earned two thousand (2000) hours of contributions in a calendar year. Thereafter, if an employee reaches the 2000 hour cap, the Health contributions outlined in Schedule “A” will be applied to the employee’s classification rate for the remainder of the year. Contributions to the Health Plan resume as normal in the New Year.

Should the need arise, the parties agree to meet to review Schedule “C” prior to March 31, 2021 and 2022 and make adjustments where necessary.

SCHEDULE “D”

Between

**THE INDEPENDENT CONTRACTORS ASSOCIATION representing and
on behalf of its members in the GENERAL CONTRACTORS SECTION**

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

STF CONSTRUCTION LTD. BENEFITS

It is understood and agreed that since STF Construction Ltd.’s inclusion to *The Independent Contractors Association* it has supplied its employees with a health plan with its own carrier.

In order to assist in protecting the employees and their families from the financial hazards of illness, it is understood and agreed that the Employer will maintain a participating program of employee benefits as mentioned in this Schedule for which the Employer will have sole responsibility of administration. It is agreed that the coverage to be provided by the carrier will, in aggregate, be equal to or greater than the coverage provided in this collective agreement by the other contractors.

Thus, the Parties agree that STF Construction Ltd.:

1. Is exempt from the specific Health Benefits contribution requirements as set out in; Schedule “A”, and Schedule “C”.
2. Will continue to provide its employees health insurance benefits with its current carrier pursuant to the following:

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

- a) Life Insurance for each employee in an amount equal to \$100,000.00;
 - b) Accidental Death and Dismemberment in an amount equal to life insurance;
 - c) A major medical plan including a prescription drug plan, with a ninety percent (90%) pay drug card, with a dispensing fee maximum of eight dollars (\$8.00);
 - d) A dental plan providing ninety percent (90%) payment for basic and minor restorative services at current Ontario Dental Association (ODA) fee schedules, to a maximum of \$1,500 per person, per year;
 - e) Vision Care of \$350.00 every 24 consecutive months which will include \$95.00 for eye exams every 24 months.
 - f) Employee paid Long Term Disability. The Employer shall deduct an equal amount determined from the paycheque the premium cost of the LTD insurance, plus taxes, each month. It is up to the Employer to ensure that the correct amount is deducted to ensure that the benefit is paid free of income tax. In the event that an amount is deducted that is insufficient to prove that the premium cost has wholly been paid by the employee, the Employer will pay directly to the employee, the 15th of each month, the amount that is deducted in tax from the benefit;
3. Coverage of the Health Plan commences the day after the day that 300 hours has worked from the date of hire by the employee;
 4. Coverage continues for up to three (3) months in the case of a short term layoff;
 5. Coverage continues for thirty (30) days in the event of a indefinite layoff;
 6. Coverage ceases immediately upon discharge or resignation;
 7. Changes to coverage are by mutual agreement only.

SCHEDULE “E”

Between
DEMIK CONSTRUCTION COMPANY LTD.

and
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

GAS STATION RATE

This letter confirms the agreement between the parties concerning the wage rate for Service Stations in effect and applied as per the agreement made in October, 1974, and amendments thereto.

LETTER OF UNDERSTANDING #1

Between

**THE INDEPENDENT CONTRACTORS ASSOCIATION representing and on
behalf of its members in the GENERAL CONTRACTORS SECTION**

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

**OVERTIME AVERAGING AND THE
*EMPLOYMENT STANDARDS ACT, 2000 (ESA)***

The parties to this Collective Agreement dated April 1, 2021 to March 31, 2023 agree that;

Letter of Understanding #1, OVERTIME AVERAGING AND *THE EMPLOYMENT STANDARDS ACT, 2000 (ESA)* shall remain in effect from April 1, 2020 until March 31, 2021 where upon Letter of Understanding #1 will expire.

The language of Article 8 – HOURS OF WORK AND OVERTIME as negotiated in this Agreement dated April 1, 2020 to March 31, 2023 will take effect and replace Letter of Understanding #1. As of April 1, 2021, the parties recognize that Letter of Understanding #1 will no longer form part of the Collective Agreement.

This Letter will serve to amend the overtime clauses of the Collective Agreement in accordance with Section 7 of the *ESA*. It includes amendments on hours of work and the method of calculation of overtime entitlement. It is applicable to all employees covered by the Collective Agreement.

The Employer and Union agree that an employee's hours of work for the purpose of calculating overtime entitlement will be averaged over a four

**INDEPENDENT CONTRACTORS ASSOCIATION – GENERAL CONTRACTORS
COLLECTIVE AGREEMENT: April 1, 2020 – March 31, 2023**

(4) week period. The employee is paid overtime at one-half times (½x) his hourly rate if his average hours of work per week is greater than forty-four (44) hours. (Where the employees are paid weekly, in the fourth pay of the period all hours for the period in excess of 176 hours are paid at the overtime rate. Where the pay is bi-weekly, in the 2nd pay of the period all hours for the period in excess of 176 hours are paid at the overtime rate).

The year shall be divided into thirteen (13) definite four (4) week periods. Unless advised otherwise, the first of these four week periods covered by this renewal commences on April 5, 2020.

For the purpose of calculating overtime, each paid holiday described in this Collective Agreement shall count as eight (8) hours worked.

DATED at _____, ON, this ___ day of _____, 20__

Signed on behalf of
**THE INDEPENDENT CONTRACTORS ASSOCIATION representing and on
behalf of its members in the GENERAL CONTRACTORS SECTION**

Demik Construction Ltd.

Harm Schilthuis & Sons Ltd.

G.S. Wark Ltd.

STF Construction Ltd.

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

CLAC Representative

CLAC Representative

Negotiating Committee

Negotiating Committee

Negotiating Committee

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