

COLLECTIVE AGREEMENT

Between

BDA INC.

And

**CONSTRUCTION WORKERS UNION,
CLAC LOCAL 52**

DURATION: MARCH 9, 2020 – MARCH 8, 2023

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Between

BDA INC.

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement (“the 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, and the employees which will be conducive to their mutual well-being.
- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 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.

- 1.04 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*.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in all sectors of the construction industry the employ of the Employer in the Province of Ontario, save and except non-working foremen, persons above the rank of non-working foreman, those represented by another union, and office and sales staff.
- 2.02 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification may be removed from or added to the bargaining unit except by mutual agreement, in writing, of the parties.

2.03 The Union and the Employer may determine, on a project or site basis, if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may by agreement in writing, add, amend or delete any terms or conditions of the Agreement for the duration of the job or project.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges the Employer's rights include but are not limited to the following:

- a. the right to maintain order, discipline and efficiency; to make, alter and enforce rules, policies and practices to be adhered to by its employees provided such rules, policies and practices are not inconsistent with any of the provisions of this Agreement;
- b. the right to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, rehire and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
- c. the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities, the right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes

and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, including the workforce, without interference.

3.02 The sole and exclusive jurisdiction over operations, building, machinery and equipment shall be vested in the Employer.

3.03 The Employer may contract out work where:

- a. it does not possess the necessary facilities or equipment;
- b. it does not have and/or cannot acquire the required manpower;

Work normally performed by members of the bargaining unit will not be subcontracted out if employees qualified to do the work are on layoff, or if employees qualified to do the work must be laid off, transferred, demoted or discharged as the result of the subcontracting out of work.

ARTICLE 4 - UNION REPRESENTATION

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

Representatives

- a. Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any rights under this Agreement and under the law.
- b. Union Representatives shall have the right to periodically visit job sites without disrupting productivity and without unreasonable intrusion into the Employer or its clients' premises. The Union's Representative shall report to the site superintendent, or foreman upon arriving at a worksite, and shall abide by all necessary protocol as determined by the general contractor, the Employer, or the client.
- c. There shall be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

4.02 **Stewards**

- a. The Union has the right to select or appoint stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to administer the Agreement.
- b. The Union will advise the Employer, in writing, of the name(s) of the Steward(s).
- c. The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their immediate Supervisor. Such permission will not be unreasonably withheld.

The Employer will pay Stewards at their regular hourly rate for time spent attending such duties during their working hours.

- d. Stewards may be laid off and the number of stewards temporarily reduced if those layoffs are done in keeping with Article 11. Subject to the operating requirements of the Employer, the Union may request that Stewards be retained on the job or project in the reduction of the work force, in the interest of maintaining a minimum number of

stewards employed with the Employer. If the Steward is retained following such a request, the Employer may assign the Steward to a classification the Steward is qualified, in the opinion of the Employer, to perform.

4.03 Negotiating Committee

- a. 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.

- 4.04 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings.

ARTICLE 5 - STRIKES OR LOCKOUTS

- 5.01 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.

- 5.02 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.

ARTICLE 6 - EMPLOYMENT POLICY

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of labour requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Employer at its discretion may hire employees listed or from other sources.
- 6.02 To assist in the efficient placement of appropriately skilled members the Employer will inform the Union when employees are laid off and when new employees are hired.
- 6.03 The Employer shall, as a matter of policy, promote from within the existing workforce whenever possible, at the Employer's discretion. Employees who are interested in transferring to another position shall advise the Employer of such interest by filing a request for transfer with the Employer.
- 6.04 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 and fees are to be deducted and remitted from the first day of employment.

- b. Probationary employees are covered by the Agreement, excepting those provisions, which specifically exclude such employees. Employees laid off and rehired by the Employer within twelve (12) months of previous employment shall not serve a new probationary period.
- c. An employee may be discharged during the employee's probationary period at the discretion of the Employer and such discharge shall not become the subject of a grievance, provided the discharge is not on legally prohibited grounds.

6.05 Students

- a. The term "Student" shall be applied to an employee hired to normally work only between May and September, and is enrolled in secondary or post-secondary school, or intends to return to a secondary or post-secondary education, or an employee that works at any time in the year as part of co-operative education program.
- b. While employed as a student within the meaning of 6.05(a), the employee shall be subject to the same terms and conditions as a probationary employee.
- c. Students may progress through the wage grid in the same manner as other employees.
- d. When the conditions described in (a) above no longer apply to an individual, the Employer shall determine whether to offer the person regular employment,

subject to all of the conditions of the Collective Agreement. Should a student become a regular employee, the probation period, and any other waiting period contemplated by Article 13, or Article 14 shall be waived.

ARTICLE 7 - UNION DUES AND UNION MEMBERSHIP

7.01

- 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 remitted 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 remitted for each. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

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

- 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.

7.03 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union. All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation

policies, and any other information relevant to such new employees.

7.04 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;
- c. date of hire;
- d. classification;
- e. email address.

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

- a. change in classification, level or apprenticeship year;
or
- b. job end date (for temporary, or permanent separation).

7.06 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 8 - WAGES AND RATES OF PAY

- 8.01 Wage rate schedules applicable to various job classifications are as set forth on Schedule “A” attached hereto and made part hereof. The wages shall apply to all work performed by the employees.
- 8.02 Wages shall be paid bi-weekly by direct deposit Wednesday at midnight and shall be accompanied by a separate statement identifying both the Employer and employee, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings, the amount of each deduction and net earnings.
- 8.03 In the event that a new classification(s) is established by the Employer during the term of this Agreement, the wage rate applicable for such newly established classification(s) shall be subject to negotiations between the Employer and the Union. Should the Employer and the Union fail to successfully negotiate such wage rate, the parties agree that the sole issue of the establishment of such wage rate may be submitted to arbitration in accordance with Article 22 - Arbitration of this Agreement.
- 8.04 When there is a temporary shortage of work in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of

their usual specified classification provided the employee is qualified to do the required work.

ARTICLE 9 - HOURS OF WORK, OVERTIME, REST PERIODS AND SHIFT PREMIUM

9.01 A regular workweek shall consist of forty (40) hours. The employees and Employer may jointly agree to amend the regular work day, subject to the requirements of each work site.

- a. Work performed in excess of forty (40) hours per week shall be paid at the rate of one and one half times (1.5x) the employee's regular hourly rate.
- b. Work shall not normally 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.

9.02 There shall be two (2) paid coffee breaks of no more than fifteen (15) minutes each day, one in the morning and one in the afternoon. Employees shall take an unpaid meal period of one-half ($\frac{1}{2}$) hour at the midpoint of their shift, or at such time during their work day which is convenient. Employees shall be entitled to an additional paid coffee break for every four (4) hours worked beyond the second half of the shift.

9.03 For the purposes of calculating hours of work and the calculation of overtime hours in a week which a Public

holiday falls, the holiday shall be considered to be the regular scheduled work hours for the project.

9.04 Provided the employee notifies the Employer at the time of hire the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.

9.05 It is agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week.

9.06 Hours of work as set out in this Agreement may be modified by mutual agreement between the Employer and the Union for selected projects.

9.07 **Show Up Time**

An employee who reports to work in the usual manner without having been notified that there is no work available and is sent home because of lack of work before having worked three (3) hours shall receive a minimum of four (4) hours pay at their prevailing hourly rate. The employee shall also receive their full accommodation allowance if and when applicable.

Each employee must inform the Employer of a means of being contacted on short notice. If an attempt is made by the Employer at least two (2) hours before the employee's shift commences by way of the contact information

provided, in an effort to inform the employee of a lack of work, and the Employer is unable to do so, the employee will not be entitled to show up time.

9.08 Starting Work

An employee who starts work and is prevented from completing their normal work day due to inclement weather or other reasons completely beyond the control of the Employer, will be paid the greater of the hours worked that day or three (3) hours pay at their prevailing regular hourly rate of pay.

ARTICLE 10 - VACATION & VACATION/PAY PUBLIC HOLIDAYS & HOLIDAY PAY

10.01 Employees shall be entitled to receive an amount equal to eight percent (8%) of their total annual gross earnings (excluding any bonuses paid) for vacation pay, inclusive of holiday pay. For tax purposes, vacation pay shall be taxed over the period of time during which it was earned. For those employees with one (1) or more years of service this amount shall increase to ten percent (10%) of their total gross earnings (excluding any bonuses paid). For those employees with seven (7) or more years of service this amount shall increase to twelve percent (12%) of their total gross earnings (excluding any bonuses paid).

10.02 The Employer agrees to remit the Vacation Pay of each employee to the Union's Employee Trust Fund by no later than the fifteenth of the following month in which such

vacation pay is earned. Vacation Pay shall be remitted together with, and in the same manner as union dues, as described at Article 6.

- 10.03 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.
- 10.04 The 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, the Employer and the Union.
- 10.05 The following are recognized as statutory holidays under this collective agreement:
- New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.
- 10.06 Work performed on any of the Holidays mentioned in Article 10.05 shall be paid at the rate of two times (2x) the

employee's regular rate of pay for all hours worked, and paid in addition to the pay in 10.01.

10.07 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.

10.08 The Employer will grant vacations at the times requested, considering business requirements.

ARTICLE 11 - LAYOFFS AND RECALLS

11.01 When, in the opinion of the Employer, a reduction of the workforce is necessary, probationary employees and students shall be laid off first. If further reductions are necessary the Employer shall be guided by the following considerations (not necessarily in this order):

- a. Length of service of the employee
- b. The productivity of the employee
- c. The ability of the employee
- d. Willingness to travel of the employee

11.02 The Employer agrees to notify the Union (Steward or Representative) of the names of employees laid off within the pay period of the date during which the layoff occurred.

11.03 Recall

- a. The recall of employees shall follow the same procedure and considerations used for the layoff of employees as set out above.
- b. No new employees shall be hired by the Employer if there are on layoff any non-probationary employees able to perform the work. The right to recall extends to but not beyond six (6) months from the date of layoff.

11.04 Layoff notice

The Employer will give the employee four (4) hours' notice of layoff, when possible or four (4) hours pay in lieu of notice.

The Employer will not be required to give notice of layoff when equipment failure, shortage of material, or other reasons beyond the control on the Employer causes a stoppage of operation.

ARTICLE 12 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

12.01 If the employer authorizes the use of an employee's vehicle for transportation of employees to and from jobsites, the owner shall be paid at least fifty cents (\$0.50) per kilometre for such use.

12.02 Employees shall be obliged to travel together as much as possible to eliminate unnecessary car usage.

- 12.03 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 12.01 above.
- 12.04 Where the Employer provides a vehicle for an employee's use for work purposes the employee shall also be provided with a gas card to purchase fuel.
- 12.05 There is no paid travel time to projects within forty-five (45) kilometres of the Employer's centre of Operations or within thirty-five (35) kilometers of the employee's principle residence, taken to mean the shortest reasonable road route, excluding toll roads. Travel would be calculated from the closest of the two (2) travel radiuses. Outside this area employees are paid for travel, both to and from the project, calculated at fifty cents (\$0.50) per kilometer.
- 12.06 When an employee is asked to travel from one site to another site within the same workday they will be paid at the rate of fifty cents (\$0.50) per kilometre for each kilometre travelled and for any extra mileage the employee may incur returning home from the second job site.
- 12.07 For projects that are out of town one hundred and twenty (120) kilometers from the Employer's Centre of Operations the following shall apply:
- a. Mileage reimbursement as calculated above, is paid.

- b. The Employer and employee shall make mutually agreeable arrangements for lodging.
- c. The Employer shall pay each employee who is required to stay overnight in lodging, a daily food allowance of forty-two dollars (\$42.00) per day for each day that the employee is out of town, and
- d. Regardless of the amount of work available, the Employer shall pay at least four (4) hours per day that an employee is out of town, provided the employee was able to work. Where there is sufficient daylight or where lights are provided, where there is no inclement weather, where the work can be commenced prior to 4:00 p.m., and where it is safe to do so, the employees will be expected to work at least four (4) hours on such project.

ARTICLE 13 - CLAC HEALTH FUND

13.01 The Union warrants and represents that the CLAC Health Fund (“Benefit Plan”) is established for the benefit of the employees covered by this Agreement and further that such Benefit Plan is maintained and administered by the Union and supervised by a Board of Trustees.

13.02 The Employer agrees to pay to the Union’s Benefit Plan an amount as outlined under Schedule “A” for each hour worked by each employee covered under this Agreement.

- a. The plan will have an employee-paid Long Term Disability (LTD) plan and the premiums for this portion

of the plan will be deducted by the Employer from each employee.

13.03 The Employer's contribution to the Benefit Plan shall be submitted together with union dues and in the manner described in Article 7.

13.04 The Union covenants and agrees to indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by, the Employer by reason of any amounts deducted from any employee's pay and remitted to the Union's Benefit Administration Office as provided in Article 13.02. In the event that the Employer fails to comply with these Articles by not remitting to the Union, Article 13.04 will not apply. The Employer's sole obligation pursuant to Article 13 – CLAC Health Fund, shall be limited to making the payment more particularized herein.

13.05 The Employer acknowledges that the Benefit Plan provides for Long Term Disability insurance coverage ("LTD"). Where applicable, the Employer, as directed by the Union Benefit Administration Office, will deduct the cost of such LTD coverage from the employee's pay cheques. The monthly cost as directed by the Union Benefit Office will be deducted in equal parts, from each employee. Such deductions shall be remitted to the Union together with the Employer's Benefit Plan contributions in accordance with Article 13 – CLAC Health Fund of the Agreement. Participation in the Plan and in the payroll

deduction is mandatory (subject to its separate ratification, mentioned above).

13.06 Where coverage under this Insurance Plan ceases for the plan participant because of age, an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule “A” will be paid to that employee on each paycheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health Fund, will not be less than the contributions that would have been made on behalf of the employee if they were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this Collective Agreement.

13.07 To facilitate the commencement of Health and Welfare Benefits the Employer shall remit a one-time lump sum contribution equal to the hourly amount identified in Schedule “A” multiplied by three hundred (300) hours for each current employee covered by the agreement. The lump sum contribution shall be submitted upon ratification.

ARTICLE 14 - PENSION PLAN

14.01 CLAC Pension Plan (“the Plan”), a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency under #0398594, applies to all employees covered by this Collective Agreement.

- 14.02 New employees will join the Plan beginning from the first day of employment.
- 14.03 Each pay period, the Employer will remit the amount an amount as outlined under Schedule “A” for each hour worked by each employee covered under this Agreement. Employer contributions will vest in accordance with the rules of the Plan.
- 14.04 The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, additional voluntary employee pension contributions which are above and beyond those contributions outlined in Articles 14.03. A request for such deductions shall be submitted to the Employer on a form provided by the Plan and a copy of the completed form shall be sent to the Union along with the first remittance of such voluntary contributions.
- 14.05 The Employer’s contributions to the Plan will be non-refundable to the Employer once received by the applicable CLAC Remittance Team and will vest immediately in the employee on whose behalf the deposit was made.
- 14.06 The total amount of pension contributions remitted by the Employer, on an employee’s behalf, cannot exceed the annual maximum money purchase outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee’s contribution made outside the

employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee.

14.07 The Employer has an obligation to continue pension contributions during a period of injury insured under applicable provincial workplace safety insurance legislation, to the extent required by such legislation.

14.08 The Employer will remit pension contributions to the applicable CLAC Remittance Team as outlined in Article 7. Employer, employee and voluntary contributions will be recorded separately on the remittance.

14.09 In the event that a remittance has not been received by the Union by the date set out in Article 7, the Employer is responsible to compensate the Plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.

14.10 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 14.03 will be paid to that employee on each paycheque. This payment in-lieu of pension contributions will not be less than the amount

that employee would have received if he/she were still contributing to the Plan.

14.11 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.

14.12 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

14.13 The Employer agrees to provide the Union with the social insurance number and current address of all employees on whose behalf contributions are being remitted.

ARTICLE 15 - HEALTH AND SAFETY

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

Employees are required to report to their Employer any unsafe work conditions, or violation of any safe work

policies or procedures established by the Employer, or any violation of relevant safe work legislation.

15.02 An employee who is injured in the course of performing his duties and requires medical attention and is unable to continue work shall be paid for his regularly assigned hours for the day of the injury only. The Employer and the employee will at all times follow the procedures and policies relating to workplace injury of the Workplace Safety and Insurance Board.

15.03 While attending safety training courses authorized by, or required of the employee by, the Employer, employees will receive their regular hourly rate of pay for time spent in class.

ARTICLE 16 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL

16.01 The Employer will furnish employees with all necessary personal protective equipment (except for work boots) if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced by the Employer upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of personal protective equipment, rain gear and safety equipment provided by the Employer and may at the discretion of the Employer, subject to disciplinary action.

16.02 Employees are responsible to bring their own tools as listed below. The requirement to bring these tools does not apply to Labourer I (Entry).

Mandatory Tool List

- i. Tape Measure
- ii. Pencils
- iii. Chalk-line
- iv. Work Pouch
- v. Cordless Drill/Impact & Hammer Drill
- vi. Square
- vii. Four Foot Level
- viii. Snips, Nips & Plyers
- ix. Adjustable Wrench
- x. Keyhole Saw
- xi. Drywall Knife
- xii. Clamps
- xiii. Circular Saw
- xiv. Taping Hawk
- xv. Taping Knife

The Employer will provide a yearly reimbursable amount of three hundred dollars (\$300.00) towards eligible tools, as noted in the Mandatory Tool list.

16.03 Safety Boot Allowance

Annually the Employer shall reimburse employees who have passed probation, an annual boot allowance of two hundred dollars (\$200.00). The Employer will also provide

employees with company shirts, Hi-Vis vests, hard-hats, protective glasses and gloves.

ARTICLE 17 - EDUCATION AND ASSISTANCE FUND

17.01 The Employer shall contribute to the Union's Education and Assistance Fund the amount identified at Schedule "A" for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union together with union dues, and in the manner described at Article 7.04.

17.02 The Education and Assistance Fund shall be used by the Union to educate and instruct members in the competent practice of their trade, in matters relating to Health and Safety, and to instruct specific members in effective labour relations practices.

17.03 Having regard to the demands of the Employer's work and operations, the Employer will cooperate with the Union when safety and related courses are made available to the members employed with the Employer.

ARTICLE 18 - CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION FUND

18.01 The Employer shall contribute to the Union's Construction Industry Development and Promotion Fund (the "Industry Fund") the amount identified at Schedule "A" for each hour worked by each employee covered by this

Agreement, and it shall remit such contributions to the Union together with union dues, and in the manner described at Article 7.04.

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

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

ARTICLE 19 - LEAVES OF ABSENCE, SICK LEAVE, BEREAVEMENT LEAVE AND JURY DUTY

19.01 The Employer shall grant leaves of absence without pay for the following reasons:

- a. marriage of the employee;
- b. sickness of the employee or employee's immediate family;
- c. death in the immediate family;

- d. participation in union sponsored training or other educational events;
- e. birth or adoption of the employee's child.

19.02 An unpaid leave shall not exceed one (1) month except as may be agreed between the Employer and the Union.

19.03 In the event an employee is absent from work for more than one (1) week due to a bona fide illness or injury, the Employer, at its own expense, may request that the employee provide written verification by a practicing physician, that the employee is able to return to his full duties. Such verification shall assess the extent to which the employee is able to perform the functions, duties and work of the job classification to which such employee is normally assigned.

19.04 An employee shall be granted three (3) days leave of absence at his regular rate of pay to make arrangements for and to attend the funeral of an immediate family member which shall include;

- a. The employee's spouse, common-law spouse or same-sex partner,
- b. The employee's parent, step-parent, foster parent, or parent of his spouse, common-law spouse or same-sex partner,
- c. The child, step-child, foster child or, grandchild or step grandchild of the employee or the employee's spouse, common-law spouse or same sex partner;

- d. The spouse, common-law spouse or same sex partner of the employee's child, step-child, or foster child;
- e. The employee's brother or sister

19.05 An employee shall be granted a one (1) day leave of absence at his regular rate of pay to attend the funeral of an aunt, uncle, niece, nephew, cousin of the employee, a grandparent, or step-grandparent of the employee or the employee's spouse, common-law spouse or same sex partner;

19.06 The Employer shall pay the regular daily wages of an employee while serving as a juror, less any daily stipend or reimbursement from the court, for up to ten (10) work days provided the employee:

- a. notifies the Employer immediately that he is required to attend court for jury selection; and,
- b. presents proof of service requiring the employee's attendance.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

20.01 The Employer may warn, suspend, demote or discharge an employee for just cause. If the conduct or performance of an employee warrants disciplinary action, such action shall be confirmed in writing. A copy of all such documentation shall be provided to the employee(s) involved, and forwarded to the office of the Union at the time they are issued.

20.02 Any disciplinary notice shall be issued only after or during the meeting with the employee being disciplined. An employee shall be advised of the nature of the meeting prior to attending. The employee shall be accompanied by a steward who shall be paid for such time in accordance with Article 4.03.

20.03 Disciplinary meetings shall normally take place during the affected employee's scheduled shift. If the employee is not at work and is not scheduled to work within three (3) days of the incident, or if the incident giving rise to the meeting is so serious that more immediate action is warranted, he may be called in at a time when he is not scheduled to work, but shall be paid for such time during the meeting.

20.04 Any letters of warning older than twelve (12) months shall be removed from an employee's file, provided that there is no repeat offence of the incident giving cause to the discipline during such twelve (12) month period. Any record of suspension will be removed after twenty-four (24) months, provided there is no repeat offence of the incident giving cause to the suspension during such twenty-four (24) month period.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 The parties to this Agreement recognize the Stewards and the Representatives specified in Article 4 as the agents

through which employees shall process their grievances and receive settlement thereof.

21.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

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

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement.

A "Policy Grievance" shall be signed by a Steward or a Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

21.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean "work days".

21.04 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) work days 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. If the Employer does consider or process a grievance which has been presented late, the Employer shall not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

21.05 No employee shall have a grievance until they have discussed the complaint with their immediate Supervisor. If the employee's immediate Supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 21, if a grievance is to be filed it shall, within the five (5) work days referred to in Article 21.04 above, be reduced to writing and shall be presented to the designated Employer representative by a Steward or a Representative. The designated Employer representative shall notify the Representative of their decision in writing not later than five (5) workdays following the day upon which the grievance was submitted.

The grievance referred to above shall identify:

- a. the facts giving rise to the grievance;
- b. the section or sections of the Agreement claimed violated;

- c. the relief requested; and
- d. the grievance will be signed by the employee or employees involved unless it is a Policy Grievance. The Union may sign for an employee in the event a grievance is filed with regard to an employee termination or suspension and that employee has returned home from site.

Step 2

If the grievance is not settled in Step 1, a Representative shall within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the designated Employer representative. A meeting will be held between the Steward or Representative together with the grievor involved and the designated Employer Representative and other representatives of the Employer. This meeting will be held within five (5) work days of the presentation of the written grievance to the designated Employer representative. The Employer shall notify the Steward or Representative of his decision in writing within five (5) work days of such meeting.

21.06 Union Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A

meeting between the Employer and the Union shall be held within five (5) work days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 21 hereof. The Employer or the Union, as the case may be, shall give its written decision within five (5) work days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision and the arbitration section of this Agreement shall be followed.

If the Employer is not advised of the Union's intention to proceed to arbitration within five (5) work days, the Employer shall not be liable for any damages during the foregoing fifteen (15) work day period.

The provisions of this paragraph 22.07 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Articles 20 and 21 shall not thereby be bypassed.

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 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.
- 22.03 All grievances shall be adjudicated by a single arbitrator.
- 22.04 The notice of desire to arbitrate required in Article 22.02 shall include three (3) proposed arbitrators to adjudicate the grievance. If the other party disagrees with the proposed arbitrators it shall propose another three (3) arbitrators within fourteen (14) days of receipt of the notice of desire to arbitrate. The parties shall continue to exchange arbitrator proposals until an arbitrator is agreed upon.
- 22.05 Nothing in this Article shall limit the right of either party to seek the appointment of an arbitrator pursuant to the Labour Relations Act, 1995 as amended.
- 22.06 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.
- 22.07 Notices of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

- 22.08 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 22.03, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and their decision shall be final and binding upon both parties.
- 22.09 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 21 and 22 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 22.10 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 Chairperson of the Arbitration Board.
- 22.11 The Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement nor adjudicate any matter not specifically assigned to it by the notice to arbitrate outlined in the Grievance Procedure.
- 22.12 An employee found to be wrongfully discharged or suspended will be reinstated 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 Arbitration Board.

22.13 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 circumstance surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which, in its opinion, is just and equitable. This cause shall not apply to the discharge of a probationary employee.

ARTICLE 23 - DURATION

23.01 This Agreement shall be and shall remain in effect from the 9th day of March, two thousand and twenty-two and shall remain in effect until the 8th day of March, two thousand and twenty-three, and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one hundred and twenty (120) to sixty (60) 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.


23.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items shall be retroactive from the date of signing to the expiration date of the expired Agreement.


BDA INC.
COLLECTIVE AGREEMENT MARCH 9, 2020 – MARCH 8, 2023

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

DATED at Mississauga ON, this 1st day of June 2020.

Signed on behalf of
BDA INC.

Per  _____

Per  _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

Per  _____

BDA INC.**COLLECTIVE AGREEMENT MARCH 9, 2020 – MARCH 8, 2023**

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

March 1, 2020

CLASSIFICATION	RATE	VAC PAY *	H&W BEN.	PENSION 8%	EAF	IF	TOTAL
Skilled Labourer II/ Carpenter	\$34.29	\$3.43	\$1.70	\$2.74	\$0.20	\$0.20	\$42.56
Skilled Labourer I	\$31.08	\$3.11	\$1.70	\$2.49	\$0.20	\$0.20	\$38.77
Labourer IV	\$27.59	\$2.76	\$1.70	\$2.21	\$0.20	\$0.20	\$34.66
Labourer III	\$24.65	\$2.46	\$1.70	\$1.97	\$0.20	\$0.20	\$31.18
Labourer II	\$21.42	\$2.14	\$1.70	\$1.71	\$0.20	\$0.20	\$27.38
Labourer I	\$18.48	\$1.85	\$1.70	\$1.48	\$0.20	\$0.20	\$23.91

March 1, 2021

CLASSIFICATION	RATE	VAC PAY *	H&W BEN.	PENSION 8%	EAF	IF	TOTAL
Skilled Labourer II/ Carpenter	\$34.97	\$3.50	\$1.75	\$2.80	\$0.20	\$0.20	\$43.42
Skilled Labourer I	\$31.70	\$3.17	\$1.75	\$2.54	\$0.20	\$0.20	\$39.55
Labourer IV	\$28.14	\$2.81	\$1.75	\$2.25	\$0.20	\$0.20	\$35.36
Labourer III	\$25.14	\$2.51	\$1.75	\$2.01	\$0.20	\$0.20	\$31.82
Labourer II	\$21.85	\$2.19	\$1.75	\$1.75	\$0.20	\$0.20	\$27.94
Labourer I	\$18.85	\$1.89	\$1.75	\$1.51	\$0.20	\$0.20	\$24.39

March 1, 2022

CLASSIFICATION	RATE	VAC PAY	H&W BEN.	PENSION 8%	EAF	IF	TOTAL
Skilled Labourer II/ Carpenter	\$35.67	\$3.57	\$1.80	\$2.85	\$0.20	\$0.20	\$44.30
Skilled Labourer I	\$32.33	\$3.23	\$1.80	\$2.59	\$0.20	\$0.20	\$40.35
Labourer IV	\$28.71	\$2.87	\$1.80	\$2.30	\$0.20	\$0.20	\$36.07
Labourer III	\$25.64	\$2.56	\$1.80	\$2.05	\$0.20	\$0.20	\$32.46
Labourer II	\$22.29	\$2.23	\$1.80	\$1.78	\$0.20	\$0.20	\$28.50
Labourer I	\$19.23	\$1.92	\$1.80	\$1.54	\$0.20	\$0.20	\$24.89

*Vacation pay shown at 10%, see Article 10 for details

Notes:

1. Progression through the Labourer classifications shall occur as set forth in Schedule “B”, attached hereto. Any non-probationary employee can make a request to the Employer, through the employee’s supervisor, to be reclassified, up to one time per year. If the request is denied, the Employer must provide reasons, in writing, within five days.
2. **Grandfathering**
Where prior to this agreement existing employees were paid above the applicable rate in Schedule A, the employee will receive the annual negotiated increases for each year.
3. An indentured apprentice shall receive a wage rate as determined by the *Ontario College of Trades and Apprenticeship Act, 2009* and pension contributions that are determined as follows:

1st Period not less than 50 % of journeyman's rate
2nd Period not less than 60 % of journeyman's rate
3rd Period not less than 70 % of journeyman's rate
4th Period not less than 80 % of journeyman's rate
4. An employee that is already employed with the Employer, and who becomes indentured as an apprentice shall experience no reduction in wage.
5. **Foreman Premium**
The Employer may appoint an employee to serve as foreman at its sole discretion. Any employee who is designated as a foreman for more than five (5) consecutive days by the

Employer, shall receive a premium of ten percent (10%). Any employees who are designated a foreman by the Employer for less than five (5) consecutive days shall receive a premium of one dollar and fifty cents (\$1.50) per hour.

6. Should any government legislation or regulations increase the above rates, wages and benefits, these rates shall automatically conform.
7. **Night work** (work commencing after 5:00 p.m.) – twenty percent (20%) Premium on top of the employee's regular hourly rate.
8. **Licensed Trades Persons**
Licensed trades persons possess an interprovincial Red Seal license. Licensed trades persons shall receive a premium of five percent (5%).

SCHEDULE “B” APPLICATION OF CLASSIFICATIONS

Classification	Experience	Cumulative Training	Performance Expectations
Carpenter			Independently performing construction and carpentry tasks, site housekeeping, material movement & with a proficient understanding of site drawings
Skilled Labourer II			Independently performing construction tasks, site housekeeping, material movement & with a proficient understanding of site drawings
Skilled Labourer I			Independently performing construction tasks, site housekeeping, material movement & with a basic understanding of site drawings
Labourer IV			Site housekeeping, material movement & independently performing construction tasks with provided direction
Labourer III	More than three years of verifiable experience in the construction industry.	Optional Blueprint Course	Site housekeeping, material movement & assisting with general construction tasks with provided direction

BDA INC.

COLLECTIVE AGREEMENT MARCH 9, 2020 – MARCH 8, 2023

Labourer II	Less than three years of verifiable experience in the construction industry	First Aid Training, Workers Rights & Awareness, Basics of Supervising, Material Handling, Excavator Safe Operator	Site housekeeping and material movement with provided direction
Labourer I	Less than one year of verifiable experience in the construction industry	WHMIS, WAH, Asbestos Awareness, BBS Online, Safety Pass	Site housekeeping and material movement with close supervision

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CLAC RETIREMENT

1-800-210-0200

CLAC BENEFITS

1-800-463-2522

CLAC TRAINING

1-877-701-2522

CLAC JOBS

1-877-701-2522

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