

COLLECTIVE AGREEMENT

Between

LTS BUILD SERVICES LTD.

And

**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 52**

DURATION: NOVEMBER 5, 2017 – NOVEMBER 4, 2020

COLLECTIVE AGREEMENT

Between

LTS BUILD SERVICES LTD.

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

(hereinafter referred to as "the Union")

NOVEMBER 5, 2017 – NOVEMBER 4, 2020

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:

- a. to recognize 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, prompt and equitable procedure for the disposition of grievances;
- e. and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

1.02 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for improved labour-management relations:

- a. the industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of a management;
- b. the economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment, and in the adequate development of research, production and marketing;
- c. the enterprise requires authority relationships under a strong central leadership or management;
- d. a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

1.03 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.

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.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent for all construction and maintenance employees in

the employ of the Employer in the Province of Ontario, save and except non-working foremen, persons above the rank of non-working foreman, and office and sales staff.

2.02 This Agreement covers all employees of the Employer listed on Schedule "A".

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

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 The Employer's rights include but are not limited to the following provided such actions are consistent with the further terms of this Agreement:

- a. the right: to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its employees; to discipline and discharge employees for just cause.
- 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, without interference.

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

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

ARTICLE 4 - UNION REPRESENTATION

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

4.01 Representatives

Duly appointed representatives of the 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 other rights under this Agreement and under the law. Stewards shall not act in this capacity. The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.

Representatives will have access to visit job sites or convening yards during normal working hours subject to the following:

- i. the Representative shall identify themselves to the appropriate Management upon arriving at a job site;
- ii. in no case will such Representative interfere with the progress of work.
- iii. the Representative's access to the job site will be subject to the client and Employer's site protocol.

iv. the Representative will conduct all business in a non-working section of the site unless otherwise approved by the Employer.

4.02 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.

4.03 **Stewards**

The Union has the right to select or appoint stewards ("Stewards") to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to administer the Agreement. The number of Stewards shall not exceed two (2) and when there are fewer than fifty (50) employees it may be limited to one (1) Steward.

Stewards will receive the hourly premium as set out in Schedule "B" for all hours worked. The Union will advise the Employer, in writing, of the name(s) of the Steward(s). The premium will take effect upon written notification from the Union. The effective date will be the pay period of the notification.

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.

4.04 **Negotiating Committee**

The Union has the right to appoint a negotiating committee consisting of employees to a maximum of two (2). Time spent in negotiations with the Employer will be paid by the Employer to a maximum of forty-four (44) hours at their regular hourly rate per Agreement.

ARTICLE 5 - NO 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 AND UNION MEMBERSHIP

- 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 labour available. The Employer, at its discretion, may hire the employees listed or from other sources.
- 6.02 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee shall be referred by the Employer to a Steward or a Representative in order to give such Steward or Representative an opportunity to describe the Union's purposes and representation policies to such new employees.
- 6.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 6.04 The Employer shall, as a matter of policy, promote from within the existing workforce whenever possible, at the Employer's discretion.

- 6.05 New employees will be hired on a ninety (90) day probationary period and thereafter shall attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee shall not be the subject of a grievance or arbitration.
- 6.06 Probationary employees are covered by the Agreement, excepting those provisions, which specifically exclude such employees. Employees laid off and rehired by the Employer within six (6) months of previous employment shall not serve a new probationary period.

ARTICLE 7 - UNION DUES

- 7.01 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.

The Employer is authorized to deduct any administration fees owing by an employee to the Union when hired.

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 twentieth (20th) 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 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 schedules and job classifications are set forth in Schedules "A", attached hereto and made part hereof. Employees shall be classified and paid according to the classification in which they are regularly employed.
- 8.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiations between the Employer and the Union.
- 8.03 **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 three (3) hours pay at their prevailing hourly rate.

Each employee must inform the Employer of a means of being contacted on short notice. If an attempt is made by the Employer to contact an employee 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.

8.04 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.

8.05 If the Employer bids on jobs which specify a specific rate schedule, the parties agree to meet to determine the rate to be paid for the particular project.

8.06 Call Back/Call Out Pay

Employees called back to work in the same day, or called out on an unscheduled day, will receive a minimum of three (3) hours pay for each call back/call out at the appropriate rate. Time will begin once an employee arrives at the worksite.

8.07 Stand By Pay

Employees who are scheduled by the Employer to be on Standby will be entitled to twenty-five dollars (\$25.00) per day during the regular work from Monday to Friday.

Standby pay will be paid at sixty-two dollars and fifty cents (\$62.50) per day when scheduled on Saturday, Sunday, and Public Holidays as outlined in Article 12. In order to be eligible for Standby pay, employees must be fit for duty.

ARTICLE 9 - HOURS OF WORK & OVERTIME

9.01 The normal work week shall consist of forty-four (44) hours per week.

9.02 Work performed in excess of forty- four (44) hours per week shall be paid at the rate of one and one half times (1.5x) the employee's regular hourly rate.

9.03 Public Holidays

When a Public Holiday, as outlined in Article 12.01, occurs during the employee's regular work week, employees will receive overtime pay for all hours worked in excess of thirty-six (36) straight-time hours.

9.04 Sunday

- a. Sunday shall be deemed the first day of the week.
- b. When a scheduled break occurs it will include a Sunday whenever possible.

9.05 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.

9.06 Coffee Breaks and Meal Periods

There shall be two (2) paid coffee breaks of fifteen (15) minutes on each shift, one in the first half of the shift and one in the second half of the shift. Employees will be given a meal period of thirty (30) minutes per shift but such period shall not be considered as time worked. Employees shall be entitled to an additional paid coffee break for every four (4) hours worked beyond the second half of the shift.

9.07 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.

9.08 When the parties to this Agreement agree to modify the work schedule or to implement rotating shifts, the Employer shall notify the Representative of the effective date of the new project schedule. Any such project schedule shall include the provision to pay overtime rates of one and one half times (1.5x) an employee's regular rate after forty- four (44) hours worked per week, regardless of the days of the week being worked.

9.09 Hours of work and overtime as set out in this Agreement may be modified by mutual agreement between the Employer and the Union.

9.10 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 other than those stipulated in Articles 8.03 and 8.04.

ARTICLE 10 - LAYOFFS

10.01 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.

10.02 The employer will give the employee one (1) hours' notice of layoff, when possible or one (1) 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 of the Employer causes a stoppage of operation.

ARTICLE 11 - VACATION PAY

11.01 Unless otherwise noted in this Agreement, all employees shall be entitled to receive an amount equal to six percent (6%) of their gross wages in vacation pay.

11.02 The vacation for all employees will be remitted monthly by the Employer to the Union's Vacation Pay Trust Fund,

together with an itemized list of the employees for whom remittances are made and the amount of vacation pay remitted for each.

Remittances to the Vacation Pay Trust Fund shall be made promptly by the twentieth (20th) of each month for the credited amounts in the previous month.

11.03 The Employer will consider vacations at the time requested considering business requirements.

ARTICLE 12 - PUBLIC HOLIDAYS & HOLIDAY PAY

12.01 Work shall not normally be performed on the following holidays:

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

12.02 The Employer will pay employees an amount equivalent to four percent (4%) of gross wages as payment for Public holiday pay. This payment shall be included with vacation pay and remitted together with vacation pay to the Union in accordance with Article 11.02.

12.03 Employees required to work on one of the above Public holidays will receive overtime pay at one and one half times (1 1/2X) their regular rate of pay for all hours worked in addition to the holiday pay outlined in Article 12.01.

ARTICLE 13 - UNION-MANAGEMENT COMMITTEE

13.01 In order to build a cooperative relationship between the Employer, the Union and the employees, Union-Management Committee (“Committee”) meetings will be scheduled. The meetings will serve as a forum for discussion and consultation about policies not necessarily covered by the Agreement. The areas for discussion may include, but not be limited to, the following:

- a. safety measures;
- b. hiring policies;
- c. training and promotion;
- d. matters that affect the working conditions of the employees;
- e. discipline and discharge policies.

13.02 A committee member, attending the Union-Management meetings during regular working hours, shall be entitled to their regular rate of pay. In the event that such meetings are held outside regular working hours, the Employer agrees to pay the employee their regular straight time hourly rate of pay for time spent attending such meetings. Time spent in said meetings will not count towards the calculation of overtime payments.

ARTICLE 14 - HEALTH AND SAFETY

14.01 The Employer will make practical provisions for the safety and health of its employees on its work locations during the hours of their employment.

The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among the employees.

It is the intent of the parties to have working conditions that are safe and healthy.

14.02 Health & Safety Committee

When necessary, a Health and Safety Committee will be established to address matters concerning safe work conditions and practices and to maintain a co-operative effort for safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

The Employer will publish safety rules and procedures in a Safety Manual and will provide access to copies of the Safety Manual to the Union and employees as requested.

14.03 An employee who is injured on the job during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of their shift.

14.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week, the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.

14.05 All safety matters shall be handled in accordance with the established Workplace Safety Insurance Board (WSIB) procedures and the Employer's Safety Manual.

14.06 Modified Work Programs

If an employee is injured on the job and requires medical attention, the employee is entitled to modified work and they shall inform the attending Physician of the same. The Employer shall inform the Physician of the types of modified work available to the employee and shall make the same available to the employee with the Physician's approval.

ARTICLE 15 - HEALTH AND WELFARE PLAN

15.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay premiums to the CLAC Health Fund, for each employee who have successfully completed their probationary period retroactive to the employee's start date.

15.02 The amount of such contributions is laid out in Schedule “A” of this Agreement.

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.

15.03 Subject to the entry requirements of the CLAC Health Fund, the fund agrees to keep each employee for whom the Employer has remitted monies, covered for all Health Fund benefits, as long as there is enough money in the employee’s premium account. In case there is not enough money in the employee’s Premium account, the employee will be notified by the CLAC Health Fund and given an opportunity to remain covered on a pay direct basis.

The contributions outlined in Article 16.01 will be remitted to the CLAC Health and Welfare Trust Fund’s office each month, by the 20th of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.

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

15.04 All money being earned by the employee, such as the Employer’s contribution to the benefit plan and pension

plan, as well as deductions made off the employee's wages, such as union dues, is a trust fund in the hand of the Employer until the money is paid to the Union.

- 15.05 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage, and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

ARTICLE 16 - PENSION PLAN

- 16.01 The Employer agrees to contribute the pension amount set out in Schedule "A" to the CLAC Pension Plan ("the Pension Plan"), governed by the CLAC Pension Plan Board of Trustees, for each employee, for all hours worked who have successfully completed their probationary period retroactive to the employee's start date.
- 16.02 The Employer also agrees to contribute an additional pension amount set out in Schedule "A" to the Pension Plan, for each employee who Opts In, for all hours worked. Each employee shall also contribute a matching amount set out in Schedule "A" to the Pension Plan for all hours worked, via payroll deduction who have successfully completed their probationary period

retroactive to the employee's start date and have completed the Opt-in form.

16.03 The Pension Plan is a defined contribution, governed by CLAC Pension Plan Board of Trustees, and registered with the Canada Revenue Agency under #0398594.

16.04 Employer and employee contributions will be recorded separately on the remittance.

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

16.06 Retirement Plan Contribution Details

a. The Employer's contributions to the Pension Plan will be non-refundable once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.

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

ARTICLE 17 - EDUCATION AND TRAINING FUND

17.01 The Employer agrees to contribute and remit a contribution to the Union's Education and Training Fund as specified in Schedules "A" for each hour worked by each employee covered by this Agreement.

17.02 Contributions to the Fund will be used by the Union to assist members in developing the skills of their trade, to educate and instruct members in the competent and safe practice of their trade and to instruct Stewards in the practice of progressive labour relations on behalf of the members.

17.03 The total amount owing shall be remitted monthly to the Union by the twentieth (20th) of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

ARTICLE 18 - INDUSTRY FUND

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

18.02 The Industry Fund is used to promote the CLAC model of open shop unionized construction representation. This is affected by industry development, focusing on owners

and purchasers of construction services advocating at municipal and provincial government, representing open shop union principles at industry conferences and events, and advising the union leaders, including staff and Stewards of opportunities and means to promote the CLAC model. The Fund is used as determined by the Union to strengthen the position of the Union, its members and contractors.

18.03 The Industry Fund is not used to fund a grievance or any legal proceeding against any contractor signatory to CLAC or an affiliated local.

18.04 The total amount owing shall be remitted monthly to the Union by the twentieth (20th) of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

ARTICLE 19 - TOOLS

19.01 Specialty tools will be provided by the Employer.

19.02 The employees will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage on the site.

19.03 Tool lists, if necessary, will be established by mutual agreement between the Employer and the Union. Such tool lists will form part of this Agreement.

ARTICLE 20 - PROTECTIVE EQUIPMENT

20.01 All employees will wear CSA approved safety hats to be made available by the Employer.

20.02 All employees will wear appropriate safety seasonal footwear which is furnished by the employee. Safety boots must be CSA approved and in acceptable condition. They must be high cuffed (no less than six inches). CSA approved "shoes" are not acceptable.

20.03 All employees will wear CSA approved non-prescription safety glasses to be made available by the Employer. Employees may wear their own CSA approved prescription safety glasses with hard hat shields if preferred.

The Employer will furnish employees with safety equipment (including gloves, non-prescription safety glasses if required). Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer furnished items.

ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

21.01 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. union activity other than this establishment;
- e. the birth or adoption of an employee's child.

21.02 The above shall be for a time mutually agreed upon between the Employer and the employee.

21.03 An employee shall be granted up to three (3) days leave of absence at their regular rate of pay for eight (8) hours per day, to make arrangements for and to attend the funeral of his mother, father, mother-in-law, father-in-law, spouse, or common-law spouse, child, brother, sister, brother-in-law, sister-in-law, son-in-law and daughter-in-law, grandparent and grandchild.

21.04 Employees who fail to report for work as scheduled without giving a justifiable reason shall be deemed to have voluntarily quit.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 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.

22.02 "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.

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

22.04 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.

22.05 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 6.05, if a grievance is to be filed it shall, within the five (5) work days referred to in Article 23.04 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 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.

Step 3

In the event that the grievance is not settled at Step 2, the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) work days of the delivery of the decision in Step 2 to the Steward or Representative but not thereafter.

22.06 **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 23.05 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 23.06 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 23.04 and 23.05 hereof shall not thereby be bypassed.

ARTICLE 23 - ARBITRATION

23.01 If the parties fail to settle the grievance at Step 3 of the grievance procedure, the grievance may be referred to arbitration under the following procedure.

23.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the grievance procedure.

23.03 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairperson. If they are unable to agree upon a Chairperson within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairperson.

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

23.05 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson of the Arbitration Board governs.

- 23.06 Notices of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 23.07 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 24.03, 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.
- 23.08 It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.09 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.
- 23.10 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.

23.11 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.

23.12 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 24 - WARNING, SUSPENSION AND DISCHARGE

24.01 Whenever possible, a Steward will attend all meetings of a disciplinary nature involving written warnings, suspensions and terminations. When a Steward is not available, the Employer will make a reasonable attempt to contact the Representative.

24.02 When the conduct or performance of an employee calls for a warning by the Employer, such a warning shall be noted by the Supervisor. The Supervisor shall inform the Steward of the warning within twenty-four (24) hours.

24.03 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include:

- a. the refusal by an employee to abide by Safety Regulations;
- b. the use of illegal narcotics or alcohol, reporting for work while under the influence of such substances or the possession of such substances while on the job site;
- c. the refusal by the employee to submit to a drug test when asked to do so on reasonable grounds;
- d. the refusal by the employee to abide by the requirements of the Employer's clients;
- e. the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.

24.04 An employee will be deemed to have voluntarily quit if the employee fails to show up for work or fails to notify the Employer for three (3) consecutive work days.

ARTICLE 25 - COLLECTIVE AGREEMENT AMENDMENTS

25.01 It is understood and agreed that the wage rates and other provisions set out in this Agreement be amended by mutual agreement if there are significant changes in the industry or for specific projects. Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have

representatives meet for discussions within thirty (30) days of receiving the request from the other party. Any amendment resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a representative of the Union

25.02 Pre-Job Conferences

The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, a pre-job conference will be held to determine all site-specific issues as outlined in the Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.

25.03 A copy of the pre-job conference report will be provided to the Employer and the Union.

ARTICLE 26 - DURATION

26.01 This Agreement will be effective on the fifth (5th) day of November , two thousand seventeen (2017) and will remain in effect until the fourth (4th) day of November , two thousand twenty (2020), and for further periods of one (1) year unless notice is given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should neither of the parties give such

notice, this Agreement will renew for a period of one (1) year.


26.02 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.

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

DATED at Mississauga, Ontario, this 17 day of Nov, 2017

Signed on behalf of
LTS BUILD SERVICES LTD.

Per



Per



Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

Per



Per

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

Effective November 5, 2017

Classifications	Base Rate	Vac/Stat 10%	Health & Welfare \$1.50/hr	Pension 5%	Pension Matching 1%	E&TF \$0.15	Total
Labourer 2							
Starting Wage	\$30.00	\$3.00	\$1.50	\$1.50	\$0.30	\$0.15	\$36.45
After 90 Days	\$31.00	\$3.10	\$1.50	\$1.55	\$0.31	\$0.15	\$37.61
After 2000 hours worked	\$32.00	\$3.20	\$1.50	\$1.60	\$0.32	\$0.15	\$38.77
After 4000 hours worked	\$33.00	\$3.30	\$1.50	\$1.65	\$0.33	\$0.15	\$39.93
Labourer 1							
Starting Wage	\$27.50	\$2.75	\$1.50	\$1.38	\$0.28	\$0.15	\$33.56
After 90 Days	\$28.00	\$2.80	\$1.50	\$1.40	\$0.28	\$0.15	\$34.13
After 2000 hours worked	\$29.00	\$2.90	\$1.50	\$1.45	\$0.29	\$0.15	\$35.29
After 4000 hours worked	\$30.00	\$3.00	\$1.50	\$1.50	\$0.30	\$0.15	\$36.45

LTS BUILD SERVICES LTD.

COLLECTIVE AGREEMENT NOVEMBER 5, 2017 – NOVEMBER 4, 2020

Effective November 4, 2018

Classifications	Base Rate	Vac/Stat 10%	Health & Welfare \$1.50/hr	Pension 6%	Pension Matching 1%	E&TF \$0.15	Total
Labourer 2							
Starting Wage	\$30.00	\$3.00	\$1.50	\$1.80	\$0.30	\$0.15	\$36.75
After 90 Days	\$31.00	\$3.10	\$1.50	\$1.86	\$0.31	\$0.15	\$37.92
After 2000 hours worked	\$32.00	\$3.20	\$1.50	\$1.92	\$0.32	\$0.15	\$39.09
After 4000 hours worked	\$33.00	\$3.30	\$1.50	\$1.98	\$0.33	\$0.15	\$40.26
Labourer 1							
Starting Wage	\$27.50	\$2.75	\$1.50	\$1.65	\$0.28	\$0.15	\$33.83
After 90 Days	\$28.00	\$2.80	\$1.50	\$1.68	\$0.28	\$0.15	\$34.41
After 2000 hours worked	\$29.00	\$2.90	\$1.50	\$1.74	\$0.29	\$0.15	\$35.58
After 4000 hours worked	\$30.00	\$3.00	\$1.50	\$1.80	\$0.30	\$0.15	\$36.75

LTS BUILD SERVICES LTD.

COLLECTIVE AGREEMENT NOVEMBER 5, 2017 – NOVEMBER 4, 2020

Effective November 3, 2019

Classifications	Base Rate	Vac/Stat 10%	Health & Welfare \$1.50/hr	Pension 6%	Pension Matching 2%	E&TF \$0.15	Industry Fund \$0.05	Total
Labourer 2								
Starting Wage	\$30.50	\$3.05	\$1.50	\$1.83	\$0.61	\$0.15	\$0.05	\$37.69
After 90 Days	\$31.50	\$3.15	\$1.50	\$1.89	\$0.63	\$0.15	\$0.05	\$38.87
After 2000 hours worked	\$32.50	\$3.25	\$1.50	\$1.95	\$0.65	\$0.15	\$0.05	\$40.05
After 4000 hours worked	\$33.50	\$3.35	\$1.50	\$2.01	\$0.67	\$0.15	\$0.05	\$41.23
Labourer 1								
Starting Wage	\$28.00	\$2.80	\$1.50	\$1.68	\$0.56	\$0.15	\$0.05	\$34.74
After 90 Days	\$28.50	\$2.85	\$1.50	\$1.71	\$0.57	\$0.15	\$0.05	\$35.33
After 2000 hours worked	\$29.50	\$2.95	\$1.50	\$1.77	\$0.59	\$0.15	\$0.05	\$36.51
After 4000 hours worked	\$30.50	\$3.05	\$1.50	\$1.83	\$0.61	\$0.15	\$0.05	\$37.69

SCHEDULE “B”

The Steward’s premium shall be paid as follows and will not be added to the Base wage;

1. Steward - \$0.50/hr
2. Steward with Tool Box One and Two - \$0.75/hr
3. Steward with Tool Box Three - \$1.00/hr

MISSISSAUGA MEMBER CENTRE

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CLAC BENEFITS

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CLAC TRAINING

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CLAC JOBS

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