

COLLECTIVE AGREEMENT

Between

**MATHESON CONSTRUCTORS
LIMITED**

And

**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 52**

DURATION: MARCH 1, 2021 – FEBRUARY 29, 2024

COLLECTIVE AGREEMENT

Between

**MATHESON CONSTRUCTORS LIMITED
(hereinafter referred to as "the Employer")**

and

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

MARCH 1, 2021 – FEBRUARY 29, 2024

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement (“this Agreement”), which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b. to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c. to establish an equitable system for the promotion, transfer, layoff and rehire of employees;
 - d. to establish a just and prompt procedure for the disposition of grievances; and
 - e. through the full and fair administration of all the provisions contained within this Agreement to achieve a relationship among the Union, the Employer, 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 Wherever the singular or masculine are used in this Agreement, the same shall be construed to mean the plural or the feminine where the context or the parties hereto so require.
- 1.04 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder, which shall continue in full force and effect and be considered as if this Agreement had been executed without the invalid portion.
- 1.05 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act* and the *Occupational Health and Safety Act*.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all carpenters, carpenters' apprentices, equipment operators and construction labourers including, without limitation, employees assigned to the positions outlined in Schedule "A" attached hereto, in the employ of the Employer in all

sectors of the construction industry in the Province of Ontario save and except non-working forepersons and persons above the rank of non-working foreperson.

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 parties may, on a project basis, to be competitive, or to address specific concerns not addressed herein, amend the terms of this Agreement for the duration of the project. Such agreement shall be made in writing and signed by the parties.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- a. the right to maintain order, discipline and efficiency; to make, alter and enforce rules, 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 **Contracting and Subcontracting**

The Company will not contract work regularly assigned to direct employees if this will directly result in the indefinite

layoff of one or more said directly employed employees except in the following circumstances:

- a. The Company does not possess the necessary facilities or equipment to complete the work;
- b. The Company does not have and/or cannot acquire the required manpower to complete the work;
- c. The Company cannot perform the work in a manner that meets quality and projected time limits.

3.04 For clarity, “indefinite layoff” as referred to in Article 3.03 constitutes of a layoff of greater than 13 consecutive weeks.

ARTICLE 4 - UNION REPRESENTATION

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

4.01 CLAC Representatives

- a. CLAC 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. CLAC 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 CLAC Representatives shall report to the site superintendent or foreperson upon arriving at a worksite and shall abide by all necessary protocol determined for the site by the Employer, site management and 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.

The Employer agrees to recognize Union Stewards as appointed by the Union but shall not be obliged to recognize such stewards until the Employer's Representative has been informed by the Union of such appointment. When the Employer's workforce exceeds nineteen (19) employees, the Union may appoint a second steward. Thereafter, an additional

steward may be appointed for every twenty (20) additional employees employed.

b. Stewards will receive an hourly premium for all hours worked, as follows:

- Steward \$0.50
- Certified Steward \$0.25 additional premium

A Certified Steward has completed CLAC's steward training program.

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.

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 this Agreement or the investigation or presentation of grievances without first obtaining the permission of their immediate Supervisor. Such permission will not be unreasonably withheld. A Steward will attend at all disciplinary meetings involving members of the Bargaining Unit.

The Employer will pay Stewards at their regular hourly rate for time spent attending union business such as presenting grievances and attending meetings at the request of the Employer.

4.03 Negotiating Committee

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 CLAC Representative may attend such meetings.

4.05 Labour – Management Committee

On a regular scheduled basis, designated representatives of each of the parties shall convene a Labour and Management meeting. The CLAC representative and Stewards Committee shall comprise the labour delegates. Stewards in attendance will not lose earnings as a result of attending and are paid their straight time hourly rate when such meetings fall outside a steward's regular work time.

The committee shall form an agenda in advance and will record discussion and decisions in minutes. The committee will not discuss matters that are before the parties as a grievance or matters that are before the parties' negotiating committees.

Cancellation or postponement of a meeting requires mutual consent.

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 personnel available. The Employer at its discretion

may hire employees listed or from other sources. The Employer will notify the union in advance of hiring a new employee, where possible.

- 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, upon such lay off or hire.
- 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. During the probationary period, the following shall apply;
- a. Regular Union dues, fees and remittances are to be deducted and remitted, as the case maybe, from the first day of employment.
 - b. Probationary employees are covered by this Agreement, excepting those provisions, which specifically exclude such employees.
 - c. Employees laid off during probation and rehired by the Employer after three (3) months shall serve a new probationary period.

NOTE: Where an employee who has completed probation is laid off and recalled to work within six (6) months of layoff is not required to serve a new probationary period.

- d. The discharge of probationary employees shall not become the subject of a grievance, unless the Union alleges such discharge is discriminatory, arbitrary or in bad faith.

6.05 Orientation

The Employer will advise the Union Representative and the Chief Steward (or a steward where a Chief Steward has not been appointed) of all orientation sessions involving new workers who are part of the Union's bargaining unit. A Steward, ordinarily the Chief Steward, is granted leave to meet new workers for twenty (20) minutes immediately before or after the orientation sessions to introduce the Union to new employees, fill out paperwork, furnish a Union information package and to describe the Union's purposes and representation policies.

6.06 Students

- a. Students who perform construction work are a part of the Bargaining Unit and covered by this Agreement, except as limited below.

- b. The term “Student” shall be applied to an employee hired to work (*normally between May and September*) and is enrolled in secondary or post-secondary school or intends to return to a secondary or post-secondary education. An employee on a work term for part of the year as part of co-operative education program is excluded from the Bargaining Unit.
- c. Students shall not be eligible for the contributions or payments that flow from the Health Fund and Pension provisions of this Agreement.
- d. Students are classed as Entry Labourers and may progress through the wage grid on the basis of skills, experience and total accumulated hours worked.
- e. When the conditions described in (b) above no longer apply the Employer may offer regular employment, subject to all of the conditions of this Agreement. Should a student become a regular employee, one half of student employment shall be credited for employment waiting periods, such as for probation and waiting periods related to Health Fund and Pension remittances.

ARTICLE 7 - REMITTANCES TO THE UNION

7.01 The Employer shall remit, in a format prescribed by the Union and shall include on such remittance the following information for each employee

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

7.02 When the Employer hires new employees, the Employer shall also include on the next remittance in addition to the information required in Articles 6.01 and 7.01, above, the following employee information:

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

7.03 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).

7.04 The total amount(s) checked off, deducted and contributed will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted and owed, together with an itemized list of the employees for whom the deductions and contributions 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.

ARTICLE 8 - UNION DUES AND UNION MEMBERSHIP

8.01 Dues Deduction

- 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 employees to the Union when hired.

8.02 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 CLAC 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.

- 8.03 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 9 - WAGES AND RATES OF PAY

- 9.01 Wage rate schedules applicable to various job classifications are as set forth in Schedule “A” attached hereto and made part hereof. The wages shall apply to all work performed by the employees.
- 9.02 Wages shall be paid by direct deposit. The employer will provide a statement identifying both the Employer and employee, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings, amounts of deductions, net earnings and contributions to the Union Funds. Such statement to be made available by private access to an employee payroll account. By

request, an employee may receive a statement by email from the employer. Where the employee doesn't have ready access to email the employee may request that paper statements be issued by the employer to the employee's work site or home address.

- 9.03 In the event that a new classification is established by the Employer the wage rate applicable for such newly established classification 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 the Arbitration provisions of this Agreement.
- 9.04 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may assign employees to another classification at their usual rate of pay provided the employee is qualified to do that work.
- 9.05 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification. This will be recorded in writing and signed by the Employer, the employee and the Steward.

9.06 Show Up Time

Employees who report to work as directed (e.g. to site, shop, yard) without having been notified that there is no work available and who are sent home because of lack of work before having worked four (4) hours shall receive four (4) hours pay at their usual hourly rate. Such employees shall receive their usual accommodation allowance when applicable.

Employees must inform the Employer of a means of being contacted on short notice. If the Employer attempts to contact an employee this way 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.

9.07 Minimum Shift Length

Where shortage of material, weather, site access or other reasons out of the employees' control cause a shortage of work on a day, employees work will be paid the greater of the hours worked that day or three (3) hours pay at their regular hourly rate of pay.

9.08 Call Back

Employees who are called back to work in the same day will receive a minimum of four (4) hours pay at the appropriate rate. Such hours are paid at overtime rates.

9.09 Shift Premiums

A shift premium of ten percent (10%) applies where the shift begins earlier than 5:00 a.m. and later than 2:59 p.m.

9.10 Shift Change

Where employees are assigned mid-week to work a non-day shift (whether due to emergencies or a shift change) and as a result lose a shift in the regular work week, such employees will be paid six (6) hours for such loss of earnings.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.01 A regular workweek shall consist of forty-four (44) hours, comprised of five (5) regular work days, Monday to Friday inclusive. Employees and Employer may jointly agree to amend the regular work day, subject to the requirements of each work site.

10.02 There shall be two (2) paid coffee breaks of no more than fifteen (15) minutes on each shift. 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. Where a shift is scheduled or expected to be eleven (11) hours or longer, there will be a third paid coffee break after ten (10) hours worked.

10.03 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.

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

When the Employer wishes to modify the work schedule or to implement rotating shifts on a project, the Employer shall notify the CLAC Representative of the effective date of the new schedule. Notice of the schedule shall include the provision of daily and weekly overtime rates.

10.05 Overtime

- a. Work performed in excess of twelve (12) hours daily shall be paid at the rate of one and one half times (1.5x) the employee's regular hourly rate.
- b. Work performed in excess of forty-four (44) hours per week shall be paid at the rate of one and one half times (1.5x) the employee's regular hourly rate.
- c. Work shall not normally be performed on Saturday. However, if extraordinary circumstances necessitate work on Saturday, time worked shall be paid at the rate of one and one half times (1.5x) the regular rate of pay regardless of weekly hours of work.

- d. 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 regardless of weekly hours of work.
- e. 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.

10.06 For the purposes of calculating hours of work and overtime hours in a week in which a Public holiday falls, the holiday shall be considered to have been worked the regular scheduled work hours for the project.

10.07 Distribution of shift work and overtime work

- a. 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.
- b. The Employer will attempt to distribute night shift work as evenly as possible among employees who normally perform the work and who indicate they wish to work a night shift.

10.08 Overtime and daily premium pay is based on the calendar day.

10.09 There shall be no pyramiding of daily and weekly overtime. This also includes hours worked on a Public Holiday.

ARTICLE 11 - VACATION & VACATION PAY/PERSONAL EMERGENCY LEAVE (PEL) & PEL PAY AND PUBLIC HOLIDAYS & HOLIDAY PAY

11.01 Employees shall be entitled to receive an amount equal to ten percent (10%) of their total annual gross earnings (excluding any bonuses paid) for vacation, personal emergency leave and public holiday pay. For tax purposes, vacation, person emergency leave and public holiday pay shall be taxed over the period of time during which it was earned. Of this amount five point two percent (5.2%) is for vacation pay, point eight percent (0.8%) is for personal emergency leave pay and four percent (4%) is for public holiday pay.

11.02 The Employer will remit the vacation pay and Public holiday pay of each employee to the Union's Employee Trust Fund together with, and in the same manner as union dues and other remittances, as described by the Remittances Article of this Agreement and the Union's Remittance Policy.

11.03 Employees will be entitled to receive the amount identified in Article 11.01 in lieu of the following Public holidays.

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

11.04 Work performed on a Public holiday shall be paid at the rate of one and one half times (1.5x) the employee's regular hourly rate.

11.05 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 project basis and applies to all on that site or companywide as circumstances dictate. Any work performed as directed by the Employer on the substitute holiday will be paid at one and one half times (1.5x) the employee's regular hourly rate.

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

ARTICLE 12 - LAYOFFS AND RECALLS

12.01 When, in the opinion of the Employer, a reduction of the workforce is inevitable, students and probationary employees shall be laid off. 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 employees

- b. The ability, efficiency and productivity of the employees
- c. Such other reasonable and objective standards the Employer deems useful

12.02 The Employer will notify the Union (Steward and CLAC Representative) of the names of employees laid off by the end of the pay period during which the layoff occurred.

12.03 The recall of employees shall follow the same procedure and considerations used for the layoff of employees as set out above.

12.04 Notice of Layoff

The Employer will give employees 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 on a day to day basis.

ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

13.01 Transportation/Live-Out Allowance are paid as follows:

Distance¹ (home to site)	Allowance
0-69 km	NONE
70-139 km	Mileage paid (less first 70 km each way), at CRA mileage guideline ²
140-199 km	Daily LOA ³ per day worked

¹Distance is calculated using Google Maps as the shortest distance by road, excluding toll roads unless the Employer is paying the toll, between the worker's primary residence and the site yard.

²2021 CRA mileage guide is fifty-nine cents (\$0.59) per km.

³LOA means live out allowance and it is designed to cover the costs of food and lodging. Daily LOA is one hundred dollars (\$100.00).

Where the Employer provides living accommodation the daily LOA is reduced by fifty percent (50%).

LOA is paid for jobs where the distance is more than one hundred and forty (140) km from the employee's residence.

LOA is paid on days where an employee has performed work for the employer.

13.02 **Company Transportation**

The Employer does not provide company vehicles to commute to work. However, transport off of maintained roads and transport from one site to another during the day, shall be provided by the Employer.

13.03 Where travel to and from a project involves commercial transportation, such transportation shall be arranged by the Employer and such costs shall be borne by the Employer.

13.04 It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowance in this article is to provide a fair means of compensating employees for additional travel and accommodation expenses incurred while working on projects located beyond a reasonable distance from their residences.

13.05 **Core Crew LOA**

It is the Employer's intent to hire and maintain a core workforce with specialized skills who will travel the Province from project to project. This includes but is not limited to all workers who receive a responsibility premium. That workforce will be augmented by locally hired workers in accordance with the Employment Policy article of this Agreement. It is at the Employer's discretion to pay travel related costs, if any, to such employees.

ARTICLE 14 - CLAC HEALTH FUND

- 14.01 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 a Benefit Plan is supervised by a Board of Trustees.
- 14.02 The Employer agrees to remit, to the Benefit Plan the amount outlined under Schedule “A” for each hour worked by each employee covered under this Agreement in accordance with the Remittance Article and the Union’s dues and remittance policy and directive.
- 14.03 The Employer will cooperate in providing information as necessary for the proper administration of the Benefit Plan. Such information will include the full name, date of birth, social insurance number and current address of all employees on whose behalf contributions are being remitted. The Employer further agrees to inform the Benefit Plan of any changes in the above employee information.
- 14.04 The Benefit Plan will be responsible for the timely reporting of taxable benefit amounts attributable to participation in the Benefit Plan. Such communication will be in the form of T4A information slips issued by the Benefit Plan, or any other documentation that may be required for reporting to Canadian provincial or federal tax authorities.

14.05 The Union covenants and agrees to indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by, the Employer by reason of any amounts deducted from any employee's pay and remitted to the Union as provided herein. In the event that the Employer fails to remit according to these Articles, this indemnification is inoperable. The Employer's sole obligation pursuant to this article shall be limited to making the payment more particularized herein.

14.06 Ineligibility Due to Age

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

ARTICLE 15 - PENSION PLAN

15.01 The 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 Agreement.

15.02 New employees will join the Plan beginning from the first day of employment.

- 15.03 Each pay period, the Employer shall remit to the Union, for each eligible employee, an Employer contribution as indicated in Schedule “A”; that is fifteen percent (15%). Employer contributions will vest in accordance with the rules of the Plan.
- 15.04 The Employer’s contributions to the Plan will be non-refundable to the Employer once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- 15.05 The Employer agrees to deduct, by way of payroll deduction, and remit to the Union, additional voluntary employee pension contributions which are above and beyond those contributions outlined above. Employees must request such deductions by submitting a form provided by the Plan to the Employer. The Employer will send a copy of the completed form to the Union with the following remittance of such voluntary contributions.
- 15.06 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 employees exceed 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 by the Canadian Revenue Agency.

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

15.08 The Employer will remit pension contributions to the Union as outlined in the Remittances Article. Employer and voluntary contributions, as the case may be, will be recorded separately on the remittance.

15.09 In the event that a remittance has not been received by the Union by the date set out in the Remittances Article, 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.

15.10 Ineligibility Due to Age

Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions will be paid to that employee as wages on each paycheque and treated as wages. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if they were still contributing to the Plan.

15.11 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.

15.12 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.

ARTICLE 16 - HEALTH AND SAFETY

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

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

16.02 Employees who are injured in the course of performing their duties and are unable to continue work shall be paid for their regular hours for the day of the injury.

A worker who is injured on the job and requires transportation from the work site to a local physician or hospital will receive such transportation provided by the employer at the employer's cost. Where a worker requires hospitalization for a period of more than seven (7) days the employer will provide transportation, at the employer's cost, to an available treatment facility near the worker's home.

16.03 While attending health and safety courses authorized by or required by the Employer, including First Aid/CPR courses, employees will receive their regular hourly rate of pay. Such hours shall not attract benefit or pension contributions and shall not be used to determine eligibility overtime premium rates. Time and mileage are not paid in connection to travel to and from courses.

16.04 Where a job can be reasonably interrupted, employees have the right to refuse to work in inclement weather. Where such inclemency makes the work dangerous, employees may refuse work, subject to the *Occupational Health and Safety Act*, and the Construction Regulations pertaining thereto.

16.05 Health and Safety Committee

A committee will be formed and will meet where required by the Employer's safety policies and by statute.

16.06 Sheltered Facilities

- a. The Employer shall provide a proper and adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch and store their clothing. Sanitary toilets shall be provided in accordance with provisions of the *Occupational Health and Safety Act of Ontario*. The facilities referred to herein will be provided before production work commences on the job.
- b. It is further agreed that drinking water and paper cups will be provided for employees on all jobs and that washing water will be provided where outlets are available to the Employer. Further, if a trailer is used at the job site for storage of tools and equipment, in addition to use as lunchroom facilities, the tool storage area will be partitioned off, and the lunchroom facilities will be heated when necessary.

16.07 Hazardous Substances

- a. Where a designated substance (acrylonitrile, arsenic, asbestos, benzene, coke oven emissions, ethylene, oxide, isocyanides, lead, mercury, silica, vinyl chloride, and any other designated substance for which there is a regulation under the *Occupational Health & Safety Act*) is known to be present and

employees are asked to work in proximity to that substance (i.e. must follow the precautions in the *Occupational Health & Safety Act* for working with such substances) they will be paid an additional two dollars (\$2.00) per hour worked.

- b. If employees are required to work in an environment that requires specialized protective clothing or breathing apparatus (e.g. fire retardant clothing, respirators, etc. but excluding dust masks and standard PPE) because it is hazardous to the employees' health, either immediate or of a long term effect, then the employees shall receive as danger pay one dollar and fifty cents (\$1.50) per hour above their hourly rate. This premium is not paid when the premium described in 16.07a is paid.

ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL

17.01 Employees are required to bring their own safety boots, hard hat, high visibility vests and gloves. The Employer will furnish employees with additional personal protective equipment, including, fall protection harness suitable for each employee, eye protection and hearing protection as needed, a respirator and filters suitable to the work being done, rubber boots and/or rain gear when required in the normal course of their duties, fire retardant coveralls as needed and other personal

protective equipment as required. Said equipment shall remain the property of the Employer. Worn out safety equipment supplied by the Employer 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 be subject to disciplinary action if found at fault.

17.02 The Employer shall supply necessary power tools for employees to perform their work. Employees shall be held responsible for the tools and equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes or other safe place for storage. Labourers provide their own hand tools including hammer, tape, chalk line and pouch.

17.03 Tool Allowance

Trades persons are required to bring tools listed in Schedule "B" appended to and part of this Agreement and for which the Employer pays an allowance of nine dollars and twenty-three cents (\$9.23) per pay period added to each pay.

17.04 Boot and Clothing Allowance

The Employer will pay an allowance of five dollars (\$5.00) per pay period added to each pay.

ARTICLE 18 - EDUCATION AND ASSISTANCE FUND

18.01 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 in the Remittances Article and in the Union's remittance directive.

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

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

ARTICLE 19 - CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION FUND

19.01 The Employer shall contribute to the Union's Construction Industry Development and Promotion Fund (the "Industry Fund") the amount 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 in the Remittances Article and in the Union's remittance directives.

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

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

ARTICLE 20 - LEAVES OF ABSENCE, SICK LEAVE, BEREAVEMENT LEAVE

20.01 The Employer shall grant leaves of absence for the following reasons:

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

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

Employees shall give advance notice of planned absences, indicating dates of absence and return.

Leaves of absence are unpaid except as outlined in Article 20.03 and 20.04, below.

20.02 In the event an employee is absent from work for more than one (1) week due to illness or injury the Employer may request, at its own expense, that the employee provide written verification by a practicing physician, that the employee is fit to return to their 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.

20.03 An employee shall be granted one (1) month leave of absence to make arrangements for and to attend the funeral of the employee's spouse or common-law spouse. The first three (3) days of the leave will be paid at the employee's regular rate of pay for their regular scheduled hours.

20.04 Employees shall be granted one (1) week leave of absence to make arrangements for and to attend the funeral (or

memorial service, interment or inurnment) of immediate family members The first two (2) days of the leave will be paid at the employee's regular rate of pay for their regularly scheduled hours. Immediate family members shall include:

- a. The employee's parent, step-parent, foster parent or parent of their spouse, including common-law spouse;
- b. Children, step-children, foster children or grandchildren or step grandchildren of the employee and the employee's spouse, including common-law spouse;
- c. The spouse, including common-law spouse, of the employee's children, step-children and foster children;
- d. The employee's brothers or sisters.

20.05 Employees shall be granted an unpaid leave of absence to attend the funeral (or memorial service, interment or inurnment) of extended family members which shall include: aunts, uncles, nieces, nephews, cousins of the employee, grandparents, step-grandparents of the employee or the employee's spouse including common-law spouse;

- a. Bereavement leave is limited to days for which the employee can provide acceptable verification of the

death of a family member including the date of the funeral.

20.06 Unpaid time in addition to the above may be granted, upon request, as vacation time or as unpaid personal leave time. Such requests for additional leave shall not be unreasonably denied.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

21.01 The Employer may warn, suspend, demote or discharge employees 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.

21.02 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 in accordance with Article 4.02.

21.03 Disciplinary meetings shall normally take place during the affected employee's scheduled shift. If the employee is not at work and the incident giving rise to the meeting is so serious that immediate action is warranted, employees may be called in at a time when they are not scheduled to

work. Such time to attend a discipline meeting is paid time per this Agreement.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 The parties to this Agreement recognize the Stewards and the CLAC 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 CLAC 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 CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.

22.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean "work days" and exclude Saturdays, Sundays and Public Holidays as listed herein.

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) 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 The Union will not file a grievance until after the effected employees have the complaint with their immediate Supervisor. If the Supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

A grievance is to be filed within the five (5) days referred to in Article 22.04 above, in writing and shall be filed with the Employer by a Steward or a CLAC Representative. The Employer shall notify the Union of its decision in writing

within five (5) workdays following the day upon which the grievance was filed.

A grievance shall identify:

- a. the facts giving rise to the grievance;
- b. the section or sections of this 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 with the employee's instruction.

Step 2

If the Union is dissatisfied with the outcome at Step 1, a CLAC Representative shall within five (5) days of the decision under Step 1, or within five (5) days of the day this decision should have been made, notify the Employer that a grievance meeting is required between the Steward or CLAC Representative together with the grievor and the Employer. This meeting will be held within five (5) days of the Step 2 meeting notice to the Employer. The Employer shall notify the Steward or CLAC Representative of their decision in writing within five (5) days of such meeting.

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) 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) days of the presentation of the written grievance and shall take place within the framework of Step 2. The Employer or the Union, as the case may be, shall give its written decision within five (5) 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) days of the delivery of such written decision or within fifteen (15) days of when such written decision ought to have been delivered.

The Union will not institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, by passing the provisions of Step 1 and 2 above.

ARTICLE 23 - ARBITRATION

23.01 If the parties fail to settle a grievance, the grievance may be referred to arbitration under the procedure contained herein. Notwithstanding the arbitration procedure contained herein, a grievance may be, at any time, referred to the Ontario Labour Relations Board for

arbitration under Section 133 of the *Labour Relations Act, 1995*, (“the LRA”).

23.02 The parties may agree to have a grievance determined in accordance with the following conditions, rather than under Section 133 of the LRA.

23.03 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the final decision given in the grievance procedure. If no decision is given, notice must be given within fourteen (14) days of when that decision was due.

23.04 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.

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

23.06 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.

23.07 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.

23.08 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 23.04, 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.

23.09 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 23 and 24 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

23.10 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.

23.11 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.

23.12 Employees 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.

23.13 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 clause shall not apply to the discharge of a probationary employee.

23.14 Sole Arbitrator

Where the Parties agree that a sole arbitrator is preferred to a panel, the party requiring arbitration will submit to the other party with the notice of arbitration, a list of three (3) suggested arbitrators. The other party shall either agree to one (1) of the three (3) or submit three (3) different arbitrators. In the event the party submitting the matter to arbitration is unwilling to agree to these three (3), the parties shall arrange a lottery from amongst the six (6) arbitrators, drawing all six (6), in turn, and then

requesting the arbitrators in the same order to hear the case. If the first arbitrator drawn is unable to convene a hearing within one month, the matter is sent to the second arbitrator drawn. The process will continue in that fashion until an available arbitrator has been found from amongst the six (6) or all of the six (6) arbitrators have been contacted in turn. If none of the six (6) arbitrators is able to convene a hearing within one (1) month the parties will remit the matter to the arbitrator that is available soonest.

ARTICLE 24 - DURATION

24.01 This Agreement shall be and shall remain in effect from March 1, 2021 to February 29, 2024 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 sixty (60) days prior to the expiry date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

24.02 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.

MATHESON CONSTRUCTORS LIMITED

CLAC LOCAL 52

COLLECTIVE AGREEMENT MARCH 1, 2021 – FEBRUARY 29, 2024

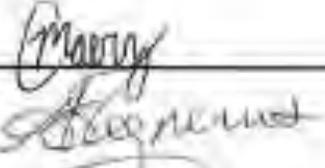
24.03 Until a new Agreement has been concluded all provisions in this Agreement shall remain in full force and effect.

DATED AT Aurora, ON THIS 8th
DAY OF April, 2021.

SIGNED ON BEHALF OF
MATHESON CONSTRUCTORS LIMITED

PER  PER 

SIGNED ON BEHALF OF
CONSTRUCTIONS WORKERS UNION, LOCAL 52

PER  PER 


**MATHESON CONSTRUCTORS LIMITED
CLAC LOCAL 52
COLLECTIVE AGREEMENT MARCH 1, 2021 – FEBRUARY 29, 2024**

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

Part 1 - OLRB Area 8 (Toronto) and Petro-Chem

	Hourly Rate	Vacation Pay	Health Fund	CLAC Pension	IF	EAF	Total
Licensed Carpenters							
April 1, 2021	\$ 44.94	\$ 4.49	\$ 2.20	\$ 6.74	\$ 0.26	\$ 0.22	\$ 58.86
April 1, 2022	\$ 45.84	\$ 4.58	\$ 2.25	\$ 6.88	\$ 0.26	\$ 0.22	\$ 60.03
April 1, 2023	\$ 46.76	\$ 4.68	\$ 2.30	\$ 7.01	\$ 0.26	\$ 0.22	\$ 61.23
Skilled Labourer							
April 1, 2021	\$ 41.20	\$ 4.12	\$ 2.20	\$ 6.18	\$ 0.26	\$ 0.22	\$ 54.18
April 1, 2022	\$ 42.02	\$ 4.20	\$ 2.25	\$ 6.30	\$ 0.26	\$ 0.22	\$ 55.26
April 1, 2023	\$ 42.86	\$ 4.29	\$ 2.30	\$ 6.43	\$ 0.26	\$ 0.22	\$ 56.36
Intermediate Labourer							
April 1, 2021	\$ 37.45	\$ 3.75	\$ 2.20	\$ 5.62	\$ 0.26	\$ 0.22	\$ 49.50
April 1, 2022	\$ 38.20	\$ 3.82	\$ 2.25	\$ 5.73	\$ 0.26	\$ 0.22	\$ 50.48
April 1, 2023	\$ 38.97	\$ 3.90	\$ 2.30	\$ 5.85	\$ 0.26	\$ 0.22	\$ 51.49
General Labourer							
April 1, 2021	\$ 31.21	\$ 3.12	\$ 2.20	\$ 4.68	\$ 0.26	\$ 0.22	\$ 41.70
April 1, 2022	\$ 31.84	\$ 3.18	\$ 2.25	\$ 4.78	\$ 0.26	\$ 0.22	\$ 42.53
April 1, 2023	\$ 32.47	\$ 3.25	\$ 2.30	\$ 4.87	\$ 0.26	\$ 0.22	\$ 43.37
Entry Labourer							
April 1, 2021	\$ 24.97	\$ 2.50	\$ 2.20	\$ 3.75	\$ 0.26	\$ 0.22	\$ 33.89
April 1, 2022	\$ 25.47	\$ 2.55	\$ 2.25	\$ 3.82	\$ 0.26	\$ 0.22	\$ 34.57
April 1, 2023	\$ 25.98	\$ 2.60	\$ 2.30	\$ 3.90	\$ 0.26	\$ 0.22	\$ 35.25
Machine Operator							
April 1, 2021	\$ 41.20	\$ 4.12	\$ 2.20	\$ 6.18	\$ 0.26	\$ 0.22	\$ 54.18
April 1, 2022	\$ 42.02	\$ 4.20	\$ 2.25	\$ 6.30	\$ 0.26	\$ 0.22	\$ 55.26
April 1, 2023	\$ 42.86	\$ 4.29	\$ 2.30	\$ 6.43	\$ 0.26	\$ 0.22	\$ 56.36

MATHESON CONSTRUCTORS LIMITED
CLAC LOCAL 52
COLLECTIVE AGREEMENT MARCH 1, 2021 – FEBRUARY 29, 2024

Part 2 - Golden Horseshoe (OLRB Area 9, 15, 18, 26)

	Hourly Rate	Vacation Pay	Health Fund	CLAC Pension	IF	EAF	Total
Licensed Carpenters							
April 1, 2021	\$ 40.52	\$ 4.05	\$ 2.20	\$ 6.08	\$ 0.26	\$ 0.22	\$ 53.33
April 1, 2022	\$ 41.33	\$ 4.13	\$ 2.25	\$ 6.20	\$ 0.26	\$ 0.22	\$ 54.39
April 1, 2023	\$ 42.16	\$ 4.22	\$ 2.30	\$ 6.32	\$ 0.26	\$ 0.22	\$ 55.48
Skilled Labourer							
April 1, 2021	\$ 37.14	\$ 3.71	\$ 2.20	\$ 5.57	\$ 0.26	\$ 0.22	\$ 49.11
April 1, 2022	\$ 37.88	\$ 3.79	\$ 2.25	\$ 5.68	\$ 0.26	\$ 0.22	\$ 50.09
April 1, 2023	\$ 38.64	\$ 3.86	\$ 2.30	\$ 5.80	\$ 0.26	\$ 0.22	\$ 51.08
Intermediate Labourer							
April 1, 2021	\$ 33.76	\$ 3.38	\$ 2.20	\$ 5.06	\$ 0.26	\$ 0.22	\$ 44.88
April 1, 2022	\$ 34.44	\$ 3.44	\$ 2.25	\$ 5.17	\$ 0.26	\$ 0.22	\$ 45.78
April 1, 2023	\$ 35.13	\$ 3.51	\$ 2.30	\$ 5.27	\$ 0.26	\$ 0.22	\$ 46.69
General Labourer							
April 1, 2021	\$ 28.14	\$ 2.81	\$ 2.20	\$ 4.22	\$ 0.26	\$ 0.22	\$ 37.85
April 1, 2022	\$ 28.70	\$ 2.87	\$ 2.25	\$ 4.31	\$ 0.26	\$ 0.22	\$ 38.61
April 1, 2023	\$ 29.28	\$ 2.93	\$ 2.30	\$ 4.39	\$ 0.26	\$ 0.22	\$ 39.38
Entry Labourer							
April 1, 2021	\$ 22.51	\$ 2.25	\$ 2.20	\$ 3.38	\$ 0.26	\$ 0.22	\$ 30.81
April 1, 2022	\$ 22.96	\$ 2.30	\$ 2.25	\$ 3.44	\$ 0.26	\$ 0.22	\$ 31.42
April 1, 2023	\$ 23.41	\$ 2.34	\$ 2.30	\$ 3.51	\$ 0.26	\$ 0.22	\$ 32.05
Machine Operator							
April 1, 2021	\$ 37.14	\$ 3.71	\$ 2.20	\$ 5.57	\$ 0.26	\$ 0.22	\$ 49.11
April 1, 2022	\$ 37.88	\$ 3.79	\$ 2.25	\$ 5.68	\$ 0.26	\$ 0.22	\$ 50.09
April 1, 2023	\$ 38.64	\$ 3.86	\$ 2.30	\$ 5.80	\$ 0.26	\$ 0.22	\$ 51.08

MATHESON CONSTRUCTORS LIMITED
CLAC LOCAL 52
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Part 3 - Central Ontario (All Areas except those described in other zones)

	Hourly Rate	Vacation Pay	Health Fund	CLAC Pension	IF	EAF	Total
Licensed Carpenters							
April 1, 2021	\$ 37.28	\$ 3.73	\$ 2.20	\$ 5.59	\$ 0.26	\$ 0.22	\$ 49.27
April 1, 2022	\$ 38.02	\$ 3.80	\$ 2.25	\$ 5.70	\$ 0.26	\$ 0.22	\$ 50.26
April 1, 2023	\$ 38.78	\$ 3.88	\$ 2.30	\$ 5.82	\$ 0.26	\$ 0.22	\$ 51.26
Skilled Labourer							
April 1, 2021	\$ 34.18	\$ 3.42	\$ 2.20	\$ 5.13	\$ 0.26	\$ 0.22	\$ 45.40
April 1, 2022	\$ 34.86	\$ 3.49	\$ 2.25	\$ 5.23	\$ 0.26	\$ 0.22	\$ 46.30
April 1, 2023	\$ 35.56	\$ 3.56	\$ 2.30	\$ 5.33	\$ 0.26	\$ 0.22	\$ 47.23
Intermediate Labourer							
April 1, 2021	\$ 31.06	\$ 3.11	\$ 2.20	\$ 4.66	\$ 0.26	\$ 0.22	\$ 41.51
April 1, 2022	\$ 31.69	\$ 3.17	\$ 2.25	\$ 4.75	\$ 0.26	\$ 0.22	\$ 42.34
April 1, 2023	\$ 32.32	\$ 3.23	\$ 2.30	\$ 4.85	\$ 0.26	\$ 0.22	\$ 43.18
General Labourer							
April 1, 2021	\$ 25.88	\$ 2.59	\$ 2.20	\$ 3.88	\$ 0.26	\$ 0.22	\$ 35.03
April 1, 2022	\$ 26.40	\$ 2.64	\$ 2.25	\$ 3.96	\$ 0.26	\$ 0.22	\$ 35.73
April 1, 2023	\$ 26.93	\$ 2.69	\$ 2.30	\$ 4.04	\$ 0.26	\$ 0.22	\$ 36.44
Entry Labourer							
April 1, 2021	\$ 20.71	\$ 2.07	\$ 2.20	\$ 3.11	\$ 0.26	\$ 0.22	\$ 28.57
April 1, 2022	\$ 21.13	\$ 2.11	\$ 2.25	\$ 3.17	\$ 0.26	\$ 0.22	\$ 29.14
April 1, 2023	\$ 21.55	\$ 2.16	\$ 2.30	\$ 3.23	\$ 0.26	\$ 0.22	\$ 29.72
Machine Operator							
April 1, 2021	\$ 34.18	\$ 3.42	\$ 2.20	\$ 5.13	\$ 0.26	\$ 0.22	\$ 45.40
April 1, 2022	\$ 34.86	\$ 3.49	\$ 2.25	\$ 5.23	\$ 0.26	\$ 0.22	\$ 46.30
April 1, 2023	\$ 35.56	\$ 3.56	\$ 2.30	\$ 5.33	\$ 0.26	\$ 0.22	\$ 47.23

MATHESON CONSTRUCTORS LIMITED
CLAC LOCAL 52
COLLECTIVE AGREEMENT MARCH 1, 2021 – FEBRUARY 29, 2024

Part 4 - Northern Ontario (OLRB Areas 14, 16, 31 and north)

	Hourly Rate	Vacation Pay	Health Fund	CLAC Pension	IF	EAF	Total
Licensed Carpenters							
April 1, 2021	\$ 34.84	\$ 3.48	\$ 2.20	\$ 5.23	\$ 0.26	\$ 0.22	\$ 46.24
April 1, 2022	\$ 35.54	\$ 3.55	\$ 2.25	\$ 5.33	\$ 0.26	\$ 0.22	\$ 47.16
April 1, 2023	\$ 36.25	\$ 3.63	\$ 2.30	\$ 5.44	\$ 0.26	\$ 0.22	\$ 48.10
Skilled Labourer							
April 1, 2021	\$ 31.94	\$ 3.19	\$ 2.20	\$ 4.79	\$ 0.26	\$ 0.22	\$ 42.61
April 1, 2022	\$ 32.58	\$ 3.26	\$ 2.25	\$ 4.89	\$ 0.26	\$ 0.22	\$ 43.45
April 1, 2023	\$ 33.23	\$ 3.32	\$ 2.30	\$ 4.98	\$ 0.26	\$ 0.22	\$ 44.32
Intermediate Labourer							
April 1, 2021	\$ 29.04	\$ 2.90	\$ 2.20	\$ 4.36	\$ 0.26	\$ 0.22	\$ 38.97
April 1, 2022	\$ 29.62	\$ 2.96	\$ 2.25	\$ 4.44	\$ 0.26	\$ 0.22	\$ 39.75
April 1, 2023	\$ 30.21	\$ 3.02	\$ 2.30	\$ 4.53	\$ 0.26	\$ 0.22	\$ 40.54
General Labourer							
April 1, 2021	\$ 24.19	\$ 2.42	\$ 2.20	\$ 3.63	\$ 0.26	\$ 0.22	\$ 32.92
April 1, 2022	\$ 24.68	\$ 2.47	\$ 2.25	\$ 3.70	\$ 0.26	\$ 0.22	\$ 33.58
April 1, 2023	\$ 25.17	\$ 2.52	\$ 2.30	\$ 3.78	\$ 0.26	\$ 0.22	\$ 34.25
Entry Labourer							
April 1, 2021	\$ 19.35	\$ 1.94	\$ 2.20	\$ 2.90	\$ 0.26	\$ 0.22	\$ 26.87
April 1, 2022	\$ 19.74	\$ 1.97	\$ 2.25	\$ 2.96	\$ 0.26	\$ 0.22	\$ 27.41
April 1, 2023	\$ 20.14	\$ 2.01	\$ 2.30	\$ 3.02	\$ 0.26	\$ 0.22	\$ 27.95
Machine Operator							
April 1, 2021	\$ 31.94	\$ 3.19	\$ 2.20	\$ 4.79	\$ 0.26	\$ 0.22	\$ 42.61
April 1, 2022	\$ 32.58	\$ 3.26	\$ 2.25	\$ 4.89	\$ 0.26	\$ 0.22	\$ 43.45
April 1, 2023	\$ 33.23	\$ 3.32	\$ 2.30	\$ 4.98	\$ 0.26	\$ 0.22	\$ 44.32

Definitions for Schedule “A”

Responsibility Premiums: it is the Employer's sole discretion to appoint workers to assist a Working Foreperson, Supervisor or Superintendent, as the case may be. Such premiums are:

- Lead Hand six percent (6%)
- Foreperson twelve percent (12%)
- General Foreperson eighteen percent (18%)

Maintenance Rate

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

Apprentice Pay Rates

Carpenter forty-five percent (45%) of the JP rate for the first 2000 hours, fifty-five percent (55%) for the next 2000 hours and so on; 65%, 85%, for the 3rd and 4th term of work.

Any superior provision conferred via legislation shall prevail.

- a. Carpenter rate applies to tradespersons who have a certificate of qualification, Red Seal or an equivalent acceptable to the Employer.
- b. **Skilled Labourer**
Includes tradespersons without credentials (where permitted), Graderperson, Form Setter, Cement Finisher and similar who are well qualified and able to work with minimal supervision. Operation of small equipment (includes rollers, packers, mini-excavators, fork lifts, Bobcat size/style equipment with attachments and similar equipment) are labourer tools and may be operated by Skilled Labourers).
- c. **Intermediate Labourer**
Construction Labourers.
- d. **General Labourer**
TCPs, spotters, swampers, signal persons and Labourers with less than 5 years construction experience.
- e. **Machine Operator**
Operators of small equipment such as loaders, backhoes, mini-excavators, forklifts and similar small equipment, which may be used/operated by other trades intermittently.
- f. Rates paid for each shift is the employees' regular rate or in accordance with the wage rate of the higher paid classification where more than half of the scheduled hours are worked in a higher classification.

- g. Union members assigned to the Employer's project are to be classified and paid by the Employer, giving due consideration to the Union's recommendation which shall be given in good faith.
- h. Rates on new equipment to be assigned by mutual agreement.
- i. **Technological Change**
Class and wage rates for new equipment and technologies shall be assigned by mutual agreement to the wage grid or to a new classification and wage rate. If the Employer and the Union cannot come to a mutual agreement, the Employer may assign a wage rate and classification which is subject to the grievance and arbitration procedure outlined in this Agreement.
- j. Prior to work commencing out of town, the parties shall convene a pre-job meeting and conclude a pre-job agreement regarding terms and conditions, (where mutually agreed by the parties to amend those in this Agreement) travel, out of town allowances and schedule of payment for same, the weekly work schedule, etc. The parties will also determine if a project can be subdivided into components making a rotation of crews on an out of town project more feasible.

Note: Out of town can be defined as requiring an overnight stay.

SCHEDULE “B” - TOOL LISTS FOR TRADESPERSONS

REQUIRED TOOL LIST FOR CARPENTERS & APPRENTICES

- 8 m tape measure
- 2' level
- 2' square
- Claw hammer
- Medium crescent wrench
- Chalk line
- Lockable tool box
- 8 point hand saw
- Set tin snips
- Medium-sized claw bar
- Cat paw
- Set wood chisels graduated from ¼” to 1 ¼”
- Combination square
- Plumb bob
- Pair side cutting pliers
- Two (2) Standard screwdrivers - 1 small, 1 medium
- Set (four) Robertson screwdrivers
- Latch knife
- Hack saw
- 30 m tape measure

REQUIRED TOOL LIST FOR FORMSETTERS

- 10 m tape measure
- 19" - 30" level
- 2' square
- Claw hammer
- Medium crescent wrench
- Chalk line
- Lockable tool box
- 8 point hand saw
- Set tin snips
- Medium-sized claw bar
- Plumb bob
- Pair side cutting pliers
- Two (2) Standard screwdrivers- 1 small, 1 medium
- Set (four) Robertson screwdrivers
- Latch knife

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