

COLLECTIVE AGREEMENT

Between

BEL-CON DESIGN BUILDERS LTD.

and

CLAC

DURATION: September 1, 2021 - August 31, 2024

COLLECTIVE AGREEMENT

Between

BEL-CON DESIGN BUILDERS LTD.

(hereinafter referred to as "the Employer")

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

(hereinafter referred to as "the Union")

DURATION: September 1, 2021 - August 31, 2024

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer, the Union and the employees, to provide measures for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The parties jointly acknowledge the beneficial advantages of the establishment by the Employer of good working conditions and a fair level of compensation, both of which being significant factors in perpetuating the continued employment of the workforce. The Union acknowledges that to achieve these goals, the Employer must be in a strong market position, which means that it must produce efficiently, at the lowest possible cost, consistent with fair labour standards. The Union will support the Employer's efforts to eliminate waste in production, conserve materials and supplies, provide a superior quality of workmanship, prevent accidents, and to strengthen the goodwill between the Employer, the employee, the customer and the public.
- 1.03 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act* and the *Occupational Health and Safety Act*.

ARTICLE 2 - RECOGNITION

- 2.01 The Parties acknowledge that the legal name of the Employer is Bel-Con Design Builders Ltd., hereinafter referred to as the Employer, and in this respect, the Employer recognizes the Union as the exclusive bargaining agent for all Iron Workers, and Iron Workers apprentices in the employ of the Employer in all sectors of the construction industry in the Province of Ontario save and except non-working foremen, persons above the rank of non-working foreman and sales and office staff.
- 2.02 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification may be removed from or added to the bargaining unit except by mutual agreement, in writing, of the parties. Failure to agree to any revision, amendment or alteration of the bargaining unit or the removal from or addition to any bargaining unit classification shall not constitute a grievance, nor be submitted to arbitration.
- 2.03 The Employer may, at its sole discretion, subcontract, sublet, utilize outside agency staff, or otherwise assign any number of persons to perform work normally performed by employees covered by this Agreement provided that no qualified employee is laid off as a result, or no qualified employee is available for recall or available during the recall period in accordance with Article 12.02 (d). Any such subcontracting, subletting, utilization of outside agency staff or other assignment of such work shall be considered by the Employer and Union to be specifically excluded from and not within the scope of the bargaining unit description set out in Article 2.01

above, such that the terms and conditions of this Agreement shall have no application whatsoever to the subcontracting, subletting, utilization of outside agency or other assignment of such work.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Provided such actions are consistent with the further terms of this Collective 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 and regulations and policies and practices to be adhered to by its employees including the right to continue to develop, administer, maintain and enforce the provisions of the Employer's Employee Manual provided such provisions 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, recall, suspend and discharge 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.

ARTICLE 4 - UNION REPRESENTATION

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

- a. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. The Union will elect one (1) Steward for every fifteen (15) employees. Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably. Stewards that are absent from work to attend a disciplinary meeting shall receive their regular hourly rate for all time spent attending to such matters.
- b. Bargaining committee, comprised of no more than two (2) members, shall be recognized as having authority to participate in the negotiations for a Collective Agreement and any renewals thereof. Bargaining committee members shall be granted paid leave from their scheduled work to participate in negotiations.
- c. Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement

and enforcing the employees' collective bargaining rights as well as any rights under this Agreement and under the law.

- 4.02 The Union agrees to notify the Employer in writing of the names of its stewards and the effective dates of their appointments. The Employer shall not be required to recognize a steward until written notice is received from the Union.
- 4.03 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings.
- 4.04 Union Representatives shall have the right to periodically visit job sites without disrupting productivity and without unreasonable intrusion into the Employer or its clients' premises. The Union's Representative shall report to the site superintendent, or foreman upon arriving at a worksite, and shall abide by all necessary protocol as determined by the general contractor, the Employer, or the client.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 No Employees bound by this Agreement shall strike and no Employer bound by this Agreement shall lockout his employees during the term of this agreement.

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 staffing requirements giving as much prior notice as possible. The Union will provide a list of manpower

available. The Employer at its discretion may hire employees so listed or from other sources.

6.02 To assist in the efficient placement of appropriately skilled members the Employer will inform the Union when employees are laid off and when new employees are hired.

6.03 The Employer has the right to hire new employees as needed, provided that no employee is laid off as a result of the hiring, and provided that there are no employee(s) who have been laid off that are eligible for recall in accordance with Article 12.

6.04 New employees will serve a six-month probationary period, commencing from date of hire. During the probationary period, the following shall apply;

a. Regular union dues and fees are to be deducted and remitted from the first day of employment.

b. Notwithstanding the provisions of Article 3.01(b), which the parties agree will not apply to an employee who has not completed his probationary period, an employee may be discharged during the employee's probationary period, at the discretion of the Employer, and such discharge shall not become the subject of a grievance.

c. The Employer shall not be required to make any Benefits Plan or Pension Plan contributions during the probationary period.

ARTICLE 7 - CHECK OFF AND UNION MEMBERSHIP

7.01 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not

discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union. All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.

- 7.02 Should a client of the Employer require that an employee be a Union member in good standing in order to work at the client's premises, the Employer shall inform the Union. If an employee chooses not to be a member of the Union, it is understood that the employee has disqualified himself from working at such locations and may be laid off if no other suitable work is available for him.
- 7.03 The Employer shall deduct from each pay of all employees covered by this Agreement, an amount of money equal to union dues, and shall remit the same monthly to the Union office, not later than the 15th of the month following the month in which such dues are deducted. All other contributions, deductions or payments prescribed by this Agreement shall be remitted together with this monthly dues remittance.
- 7.04 The Union shall hold harmless, and agrees to indemnify the Employer, its successors, administrators and assigns against any liability incurred by each of them by reason of having made any deductions, remittances, or payments required by this Agreement.

- 7.05 The Employer shall remit dues on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. first, middle and last name;
 - b. work location/job site;
 - c. rate of hourly pay;
 - d. any hourly premiums;
 - e. gross earnings;
 - f. total regular and overtime hours worked in the month for which such deductions are made;
 - g. dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union; and
 - h. contributions on behalf of the employee and any deductions from and remitted for an employee as may be prescribed by this Agreement;
 - i. Social Insurance Number;
 - j. Date of Birth.
- 7.06 When the Employer hires new employees who are not members of the Union, the Employer shall also include on the next remittance, the following information:
- a. complete mailing address;
 - b. telephone;
 - c. date of hire;

- d. classification;
- e. email address;
- f. Social Insurance Number.

ARTICLE 8 - WAGES AND RATES OF PAY

- 8.01 Wage rate schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof. The wages shall apply to all work performed by the employees.
- 8.02 Wages shall be paid weekly by direct deposit and shall be accompanied by a separate statement identifying both the Employer and employee, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings, the amount of each deduction and net earnings.
- 8.03 In the event that a new classification(s) is established by the Employer during the term of this Agreement, the wage rate applicable for such newly established classification(s) shall be subject to negotiations between the Employer and the Union. Should the Employer and the Union fail to successfully negotiate such wage rate, the parties agree that the sole issue of the establishment of such wage rate may be submitted to arbitration in accordance with Article 23 - Arbitration of this Agreement.

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

- 9.01 The following sections and paragraphs are intended to define the normal hours of work, for the purpose of calculating

overtime only and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

- 9.02 A regular workweek shall consist of forty (40) hours, comprised of up to five (5) regular work days, Monday to Friday inclusive. The employee and Employer may jointly agree to amend the regular work day, subject to the requirements of each work site and the weather conditions (i.e., extreme heat, supervisors and members may agree to start earlier and finish the day earlier to avoid extreme heat conditions).
- 9.03 All work performed in excess of forty-four (44) hours in a work week, or ten (10) hours per day, shall be paid at the rate of one and one-half times (1½x) the regular hourly rate of pay.
- 9.04 If work is to be performed on Sunday, time worked shall be paid at the rate of two times (2x) the regular rate of pay.
- 9.05 There shall be two (2) paid coffee breaks of no more than fifteen (15) minutes on each shift. Employees shall be entitled to an additional paid coffee break if the work day exceeds ten (10) hours per day. Employees shall take an unpaid lunch break of one-half (½) hour at the midpoint of their shift, or at such time during their work day which is convenient.
- 9.06 An employee who reports to work in the usual manner without having been notified that there is no work available, or who is sent home because of a lack of work before he has worked two (2) hours shall receive a minimum of two (2) hours pay at his regular hourly wage rate. In the case of inclement weather, the employee shall contact his supervisor prior to the beginning of the work day, to obtain instructions as to whether he/she should report to work or not, and if not, will not be eligible for the minimum hours.

ARTICLE 10 - VACATION AND VACATION PAY

10.01 The Employer agrees to pay each employee vacation and holiday pay which shall be calculated by adding the percent of wages identified below to gross hourly earnings. Employees shall be eligible for twelve percent (12%) vacation pay upon reaching Apprenticeship Level IV.

- a. Probationary Employees eight percent (8%)
- b. Levels I, II, III ten percent (10%)
- c. Level IV and above twelve percent (12%)

10.02 The Employer agrees to remit the vacation and holiday pay of each employee to the Union's Employee Vacation Pay Trust Fund by not later than the 15th of the month following the month in which such vacation pay is earned. Vacation pay shall be remitted together with, and in the same manner as union dues, as described by Article 7.

10.03 The parties agree that vacation and holiday pay shall be deemed to include payment for Public Holidays as defined in the *Employment Standards Act, 2000 (ESA)* as amended from time to time, and that such manner of payment is equivalent to, or greater than any like benefit required by the ESA.

10.04 Vacation periods shall be arranged by mutual agreement between the Employer and the employee. Employees shall submit requests at least two (2) weeks in advance. The Employer shall grant vacation requests insofar as is practicable, having regard to the exigencies of the Employer's business.

ARTICLE 11 - PUBLIC HOLIDAYS

11.01 The following days shall be recognized as 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.

11.02 Employees will receive Holiday Pay together with vacation pay, in accordance with Article 10.01.

11.03 An employee required to work on a day listed in Article 11.01 shall receive Holiday Premium Pay which shall be calculated as one and one-half times (1½x) the employee's regular hourly rate for all time worked. Such hours shall not be included when determining the total number of regular hours worked in a week.

ARTICLE 12 - LAYOFFS AND RECALL

12.01 Employee lists shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to confirm the status of an employee within its jurisdiction.

12.02 Recall and employment rights shall cease for an employee who:

- a. voluntarily quits the employ of the Employer,
- b. is discharged and such discharge is not reversed through the Grievance Procedure,
- c. fails to report on the first day following the expiration of a leave of absence,

- d. is laid off for a continuous period of more than four (4) consecutive months,
 - e. is absent from work for two (2) full consecutive work days without notifying the Employer by telephone.
- 12.03 When a reduction of the workforce is necessary, probationary employees shall be laid off first. When further reductions are necessary, the Employer shall be guided by the ability of the employees to perform the available work, determined by an employee's skills, abilities and qualifications.
- 12.04 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make arrangements acceptable to the Employer to return.
- 12.05 The recall of employees shall follow the same procedure and considerations used for the layoff of employees as set out above in Article 12.03. New employees shall not be hired while there are suitable employees who are fully capable of doing the work with recall rights still laid off.

ARTICLE 13 - CLAC HEALTH FUND

- 13.01 The Union warrants and represents that the Christian Labour Association of Canada Health Fund ("Benefit Plan") is established for the benefit of the employees covered by this Agreement and further that such Benefit Plan is maintained and administered by the Union and supervised by a board of trustees.

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

13.03 The Employer and employees' contribution to the Benefit Plan shall be recorded on a remittance form supplied by the Union. On these forms, the Employer will enter:

- a. name of employee;
- b. total hours worked during the month for which remittance is made;
- c. date of hire for new employees only;
- d. Social Insurance Number for new employees only;
- e. date of termination;
- f. hourly rate of pay;
- g. amount of vacation pay forwarded;
- h. Employer contribution to the Union benefit and Pension Plan; and
- i. employees' LTD contribution.

The Employer will forward a separate remittance form, plus one cheque for the total amount of Employer's Pension and Benefit Plan contributions to the Union office monthly, not later than the fifteenth (15th) of the month following the month in which such contributions were earned.

13.04 The Union covenants and agrees to indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by, the Employer by reason of any amounts deducted from the employee's pay and remitted to the Union's Benefit Administration Office as

provided in Articles 13.02 and 13.03. In the event that the Employer fails to comply with these Articles by not remitting to the Union, Article 13.04 will not apply. The Employer's sole obligation pursuant to Article 13 – CLAC Health Fund shall be limited to making the payment more particularized herein.

- 13.05 The Employer acknowledges that the Benefit Plan provides for Long Term Disability insurance coverage (“LTD”). Where applicable, the Employer, as directed by the Union Benefit Administration Office, will deduct the cost of such LTD coverage from the employee's pay cheques. The monthly cost as directed by the Union Benefit Administration Office will be deducted in equal parts from each pay cheque in a given month, and remitted together with the Employer's Benefit Plan contribution in accordance with Article 13 – CLAC Health Fund of the Agreement. Participation in the plan and in the payroll deduction is mandatory.

ARTICLE 14 - CLAC PENSION PLAN

- 14.01 The CLAC Pension Plan (the “Plan”), a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594, applies to all employees covered by this Collective Agreement.
- 14.02 New employees will join the Plan six (6) months from their date of hire. Contributions shall begin at the commencement of the next pay period.
- 14.03 Each month, the Employer shall remit to the Remittance Processing Centre (RPC), for each eligible employee, an Employer contribution to the Plan as described in Schedule

“A”. Employer contributions will vest in accordance with the rules of the Plan.

- 14.04 The Employer agrees to deduct, by way of payroll deduction, and remit to the RPC, additional voluntary employee pension contributions which are above and beyond those contributions outlined in Schedule “A”. A request for such deductions shall be submitted to the Employer on a form provided by the Plan and a copy of the completed form shall be sent to the RPC along with the first remittance of such voluntary contributions. Employees shall be permitted to adjust their additional voluntary employee pension contributions a maximum of once per six (6) months.
- 14.05 The total amount of all contributions remitted by the Employer on an employee's behalf (Employer and voluntary), shall not exceed the annual maximum money purchase contribution limits outlined by the Canada Revenue Agency.
- 14.06 The Employer will remit all contributions to the RPC within fifteen (15) days following the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable to each. The remittance shall include only funds for pay periods completed in the previous month. Employer and voluntary contributions will be recorded separately on the remittance.
- 14.07 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 any other costs of pension benefits provided by the Plan or be responsible for providing such benefits.

- 14.08 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.
- 14.09 All money being earned by the employee, such as the Employers' contribution to the Benefit Plan, as well as deductions made from Employees' wages, such as Union dues, Vacation Pay, Holiday Pay, and Pension, is a Trust Fund in the hands of the Employer until the money is paid to the Union.
- 14.10 The Union shall 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 the employee's pay and remitted to the Union's Benefit Administration Office as provided in this Article. The Employer's sole obligation under this Article shall be limited to making the payment as particularized above.

ARTICLE 15 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

- 15.01 The Employer shall remunerate employees for travel time as follows:
- a. There shall be no compensation paid of any nature for travel to worksites within the City of Belleville.
 - b. For worksites outside of the City of Belleville, there shall be a free travel zone defined as one hundred (100) kilometres from the Employer's base of operations, as per Google

maps. An employee who travels to a worksite within the free zone to which he is assigned shall receive no payment for the time spent travelling to that worksite.

- c. An employee that qualifies for travel time shall receive payment that is equal to time spent travelling each way from the boundary described in b. above to the project.
- d. All travel time shall be rounded to the nearest quarter hour.
- e. Employees that are requested to use their personal vehicles to more than one worksite in a day, or to transport materials necessary for the work shall be reimbursed for the use of their personal vehicle at a rate of forty-six cents (46¢) per kilometre driven.

15.02 When employees are sent to work on a project beyond one hundred and forty (140) kilometres from the employers base of operations, and provided the project is not within the free zone described in Article 15.01 b., and provided that they remain working on such project for consecutive days (in excess of one (1) work day):

- a. Employees will receive a food allowance for days that the employee is ready and able to work. The allowance is paid where work is cancelled for reasons outside the employee's control such as weather, equipment failure, shortage of materials or personnel, etc.).

The daily food allowance is \$44.00.

- b. they will receive a travel allowance equal to one-half ($\frac{1}{2}$) of the time spent, paid at their regular hourly rate, travelling from the Employer's base of operations to the outer edge of

the free travel zone, and the same for the return travel at the beginning and end of the work week only.

- c. they will be transported to the job by the Employer, or where the Employer does not provide transportation, shall receive mileage reimbursement as described in Article 15.01(e) for the trip to and from the project each week.
- d. The employer also reserves the right to make reasonable carpooling arrangements.

15.03 The Employer shall make arrangements for parking when employees are assigned to a worksite where no adequate parking exists.

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.

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

16.02 An employee who is injured in the course of performing his duties and requires medical attention and is unable to continue work shall be paid for his regularly assigned hours for the day of the injury only.

ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT AND TOOLS

- 17.01 The Employer will furnish employees with all necessary personal protective equipment (except for Safety Boots) if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced by the Employer upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of personal protective equipment, rain gear and safety equipment provided by the Employer and may, at the discretion of the Employer, be subject to disciplinary action.
- 17.02 The Employer will provide to each employee that has completed one (1) year of service an annual ~~apparel~~ boot and tool allowance of six hundred and fifty dollars (\$650) per year. The employee must submit a receipt to management in order to qualify for reimbursement. This allowance is meant for boots and tool replacement required for employees to perform duties as prescribed by the Employer.
- 17.03 Damage due to misuse, negligence, theft or abuse of tools and equipment shall be charged to the employee(s) found responsible.
- 17.04 Employees are responsible to bring their own hand tools as per Schedule "C" attached. Employees shall be instructed as to what, if any, hand tools are required for a project by the Site Superintendent. Any employee that is present for work without the required tools shall be sent home for the day without pay on the discretion of the foreman. Tools supplied by the employee must be in working order and suitable to perform the work assigned.

17.05 The Employer shall furnish all power tools and equipment. Employees shall be held responsible for the tools and equipment issued to them, and it is expected they will handle them with care. The Employer agrees to furnish the necessary lockers, tool boxes or other safe place for storage.

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 at Article 7.05.

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 at Article 7.03.

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 AND JURY DUTY

20.01 The Employer, subject to reasonable business requirements, grant leaves of absence without pay for a time mutually agreed upon between the Employer and the employee for the following reasons:

- a. marriage of the employee;
- b. sickness of the employee or employee's immediate family;
- c. participation in union sponsored training or other educational events;

d. birth or adoption of the employee's child.

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

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

a. The employee's spouse,

b. The employee's parent, step-parent, foster parent, or parent of his spouse,

c. The child, step-child, foster child of the employee or the employee's spouse,

d. A grandparent, step-grandparent, grandchild or step grandchild of the employee or the employee's spouse,

e. The spouse, common-law spouse,

f. The employee's brother or sister

ARTICLE 21 - DISCIPLINE AND DISCHARGE

- 21.01 The Employer may warn, suspend, demote or discharge an employee for just cause. If the conduct or performance of an employee warrants disciplinary action, such action shall be confirmed in writing. A copy of all such documentation shall be provided to the employee(s) involved, and forwarded to the office of the Union at the time they are issued.
- 21.02 Any disciplinary notice shall be issued only after, or during the meeting with the employee being disciplined. If possible, the employee shall be accompanied by a steward who shall be paid for such time in accordance with Article 4.01.
- 21.03 Disciplinary meetings shall normally take place during the affected employee's scheduled shift. If the employee is not at work, he may be called in at a time when he is not scheduled to work, but shall be paid for such time during the meeting.
- 21.04 Any record of discipline older than twelve (12) months shall be removed from an employee's file, provided that there is no repeat offence of the incident giving cause to the discipline during such twelve (12) month period.

ARTICLE 22 - COMPLAINTS AND GRIEVANCES

- 22.01 It is the mutual desire of the parties to this Agreement that reasonable and legitimate complaints and grievances of employees shall be dealt with as quickly as possible.
- 22.02 It is understood that in all cases an employee shall first give his immediate supervisor an opportunity to address his complaint before proceeding further with any grievance in accordance with this Article.

22.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

- a. Within five (5) working days after the circumstances giving rise to the grievance occurred, the grievance shall be presented to the Employer, in writing, on the Union's standard form.
- b. The parties shall meet within the following five (5) working days to endeavour to settle the grievance.

22.04 The Employer shall issue its written decision respecting the grievance within five (5) working days of the meeting contemplated by this Article. If the Employer's decision is not satisfactory to the Union, the Union may refer the grievance to arbitration in accordance with Article 23.

22.05 A **Group Grievance** is defined as a single grievance, signed by a Steward or Union Representative, on behalf of a group of employees who have the same complaint. A Group Grievance shall be processed in accordance with Article 22.03 of the grievance procedure set out above. The names of the employees having the same complaint and advancing such Group Grievance shall be identified and listed on the grievance form.

22.06 A **Policy Grievance** is defined as one which involves a question relating to the interpretation, application or administration of this Agreement, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable. A Policy Grievance may be submitted by either the Union or the Employer in accordance with Article 22.03 of the grievance procedure outlined above. In the case of a Policy Grievance submitted by the Employer, all references to

"Union" and "Employer" in Articles 22.03 and 22.04 shall be interchangeable. Such Policy Grievance shall be signed by a Steward or a Union Representative or, in the case of an Employer's Policy Grievance, by the Employer or its designated representative.

22.07 In the event that the circumstances giving rise to any grievance occurred more than five (5) days prior to the complaint or grievance being initiated and delivered to either the Employer or the Union, as the case may be, then and in such event neither the Employer nor the Union shall be required to consider or process any such grievance.

22.08 For the proper administration of this Article:

- a. The nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later steps.
- b. In determining the time which is allowed in the various steps, only working days shall be included, and any time limits may be extended by agreement in writing only.
- c. If advantage of the provisions of this Article 22 is not taken within the time limits specified herein as set out above, or as extended in writing between the parties, the grievance shall be deemed to have been abandoned and may not be reopened.

ARTICLE 23 - ARBITRATION

- 23.01 Each party to this Agreement may refer a grievance to arbitration provided the referral is made within ten (10) working days of the written decision described in Article 22.05 or the date that the written decision should have been made pursuant to Article 22.05. A grievance that is not referred to arbitration in accordance with this Article shall be deemed abandoned and shall be inarbitrable.
- 23.02 Both parties to this Agreement agree that any grievance concerning the interpretation, application or administration of this Agreement, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable, which has been properly carried through all the steps of the grievance procedure in a timely manner, in accordance with Article 22 and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- 23.03 The Board of Arbitration will be composed of a sole arbitrator chosen by agreement of the parties.
- 23.04 Within two (2) working days of the request of either party for a Board, each party shall notify the other of the name(s) of arbitrator(s) it proposes to act as the sole arbitrator.
- 23.05 Should the Employer and the Union fail to agree on a sole arbitrator within five (5) working days of the notification mentioned in Article 23.04 above, the Ministry of Labour of the Province of Ontario shall be asked to nominate an impartial person to act as the sole arbitrator.

23.06 The decision of the sole arbitrator shall be binding on the employees, the Union and the Employer.

23.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

23.08 Each of the parties to this Agreement shall bear its own expense of arbitration, and the parties shall jointly bear the expenses, if any, of the sole arbitrator.

ARTICLE 24 - GENDER NEUTRALITY

24.01 In this Agreement, any references to the masculine gender shall include the female gender and references to the female gender shall include the masculine gender.

ARTICLE 25 - SEVERABILITY

25.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Federal legislation or by decision of the Ontario Labour Relations Board or any Court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions thereof.

ARTICLE 26 - DURATION

26.01 This Agreement shall be effective September 1, 2021 and it shall remain in effect until August 31, 2024, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination or proposed revision of the Agreement not more than ninety (90) days before the expiration date of this Agreement, or in any like period in any year thereafter.

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

Signed on behalf of
BEL-CON DESIGN BUILDERS LTD.

Per _____

Per _____

Signed on behalf of
CHRISTIAN ASSOCIATION OF CANADA

Per _____

Per _____

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

September 1, 2021							
Classification	Wage	Vac Pay	Pension	H&W Benefits	E&A	Ind Fund	Total
Iron Worker V	33.71	4.05	3.71	1.80	0.20	0.20	43.67
Iron Worker IV	30.45	3.65	3.35	1.80	0.20	0.20	39.65
Iron Worker III	27.18	2.72	2.72	1.80	0.20	0.20	34.82
Iron Worker II	23.93	2.39	2.39	1.80	0.20	0.20	30.91
Iron Worker I	20.66	2.07	2.07	1.80	0.20	0.20	26.99
Probationary Rate	18.49	1.48	0.00	0.00	0.20	0.20	20.37
September 1, 2022							
Classification	Wage	Vac Pay	Pension	H&W Benefits	E&A	Ind Fund	Total
Iron Worker V	34.72	4.17	4.17	1.82	0.20	0.20	45.28
Iron Worker IV	31.36	3.76	3.76	1.82	0.20	0.20	41.11
Iron Worker III	28.00	2.80	2.80	1.82	0.20	0.20	35.82
Iron Worker II	24.64	2.46	2.46	1.82	0.20	0.20	31.79
Iron Worker I	21.28	2.13	2.13	1.82	0.20	0.20	27.76
Probationary Rate	19.04	1.52	0.00	0.00	0.20	0.20	20.97
September 1, 2023							
Classification	Wage	Vac Pay	Pension	H&W Benefits	E&A	Ind Fund	Total
Iron Worker V	35.59	4.27	4.63	1.84	0.20	0.20	46.73
Iron Worker IV	32.14	3.86	4.18	1.84	0.20	0.20	42.42
Iron Worker III	28.70	2.87	2.87	1.84	0.20	0.20	36.68
Iron Worker II	25.26	2.53	2.53	1.84	0.20	0.20	32.55
Iron Worker I	21.81	2.18	2.18	1.84	0.20	0.20	28.42
Probationary Rate	19.52	1.56	0.00	0.00	0.20	0.20	21.48

Notes:

1. The above rates are applicable in all sectors of the construction industry in the province of Ontario.
2. Progression through the classifications and levels shall occur in accordance with Schedule “B”, attached hereto.
3. An employee that is already employed with the Employer, and who becomes indentured as an apprentice shall experience no reduction in wage.
4. Foreman Premium – The Employer may appoint an employee to serve as a foreman at its sole discretion. Generally, the designation shall apply to employees that have reached the top level of their respective classification for an employee who is able to demonstrate skill as a leader in the workplace and who is proficient at the work assigned to him.

Foreman Premium \$2.50/hour

**SCHEDULE “B”
CLASSIFICATION DESCRIPTIONS**

	Courses (Cumulative)	Service/ Experience	Tasks (Cumulative)
Iron Worker Level V	First Aid & CPR	8000 hours worked	A worker who can perform most duties assigned without great explanation under little to no supervision.
Iron Worker Level IV		6000 hours worked	A worker whose ability and efficiency has continued to improve
Iron Worker Level III	Propane Handling in Construction	4000 hours worked	A worker who is capable of performing general Iron Worker duties under general supervision.
Iron Worker Level II	Elevated Work Platforms (Scissor Lift and Self-Propelled Boom)	2000 hours worked	A worker with some construction experience able to perform general Iron Worker duties under fairly close supervision.
Iron Worker Level I	WHMIS Working at Heights	N/A	An unskilled worker with little or no construction experience under close supervision.

**SCHEDULE "C"
TOOL LIST**

First day:

- Linemen pliers
- 30' tape measure
- Utility knife 1" blade width
- 20oz or greater hammer
- Tool belt

Within 45 days:

- Metal snips left and right
- Hand rivet puller
- 1/2" drive 3/4 7/8 1-1/4 sockets
- Speed square
- Chalk line
- 300 foot masonry string line
- 1/2" drive 3/8 and 5/16 magnetic impact driver
- Tool bag or box

Within 90 days:

- 2 pair locking pliers curved jaw
- 2 pair locking pliers straight
- 4 foot level
- 100 foot measuring tape
- Adjustable wrench 1 1/2 opening
- Spud wrench 1 1/4 and adjustable 1 1/2
- 1 bull pin
- Torque bits t30 and t45
- Plier type stapler p22

Within 180 days:

- 2lb short hammer
- Second bull pin
- 7/8 and 1 1/2 spud
- Pry bar
- Connecting bar 36"
- 6 foot level
- Set of screwdrivers
- Spud and bull pin tool belt holder

Year 2:

- DeWalt 60v battery and charger
- Laser pointer 3 beam

LETTER OF UNDERSTANDING #1

Between

BEL-CON DESIGN BUILDERS LTD.

and

CHRISTIAN ASSOCIATION OF CANADA

**LONG TERM DISABILITY COVERAGE &
VOLUNTARY PENSION CONTRIBUTIONS**

The Employer acknowledges that the Benefit Plan provides for Long Term Disability insurance coverage (“LTD”). Where applicable, the Employer, as directed by the Union Benefit Administration Office, will deduct the cost of such LTD coverage from the employee’s pay cheques. The monthly cost as directed by the Union Benefit Office will be deducted in equal parts from each pay cheque in a given month, and remitted together with the Employer’s Benefit Plan contribution in accordance with Article 13 – CLAC Health Fund of the Agreement. Participation in the plan and in the payroll deduction is mandatory.

The Employer agrees to deduct by way of payroll deduction and remit to the Union’s Benefit Administration Office an amount as directed by each employee as voluntary employee pension contributions over and above the contributions noted in Schedule “A”. Such amounts shall not exceed the limits established by Canada Customs & Revenue Agency. These monies will be recorded separately on the Employer’s monthly remittance to the Benefit Administration Office. A request for such deductions shall be submitted to the Employer in a format provided by the Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office with

BEL-CON DESIGN BUILDERS LTD.

COLLECTIVE AGREEMENT: September 1, 2021 - August 31, 2024

the first remittance of such additional voluntary contributions. Employees may change, commence or terminate their voluntary additional contributions effective January 1st and July 1st of every year.

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

Signed on behalf of
BEL-CON DESIGN BUILDERS LTD.

Per _____ Per _____

Signed on behalf of
CHRISTIAN ASSOCIATION OF CANADA

Per _____ Per _____

OTTAWA MEMBER CENTRE

100-38 Antares Dr
Ottawa, ON K2E 7V2
T: 613-238-2522
TF: 888-279-2522
F: 613-238-9255
ottawa@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC BENEFITS

1-800-463-2522

CLAC TRAINING

1-877-701-2522

CLAC JOBS

1-877-701-2522

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