

COLLECTIVE AGREEMENT

Between

FUSIONCORP DEVELOPMENTS INC.

and

CLAC LOCAL 6

DURATION: July 1, 2019 - June 30, 2023

COLLECTIVE AGREEMENT

Between

FUSIONCORP DEVELOPMENTS INC.

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

(hereinafter referred to as "the Union")

DURATION: July 1, 2019 - June 30, 2023

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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 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.
- 1.03 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder, which shall continue in full force and effect and be

considered as if this Agreement had been executed without the invalid portion.

- 1.04 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act* and the *Occupational Health and Safety Act*.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit Scope

The Employer recognizes the Union as the exclusive bargaining agent for all construction employees in the employ of the Employer in trades scopes self-performed by the Employer, that is, Carpenters, labourers and operating engineers and their apprentices and helpers in all sectors of the construction industry in OLRB Area 26, save and except non-working forepersons and persons above the rank of non-working foreperson, and save and except construction labourers employed in the non-ICI sector of the construction industry in Ontario Labour Relations Board Area 8.

For clarity, the Employer may subcontract work normally not performed by the Employer, including such work that is within the usual trade scope of the above trades.

Further, a choice by The Employer to self-perform an additional scope of work on a project doesn't obligate the Employer to continue to self-perform that work on subsequent projects.

- 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, dismiss, 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 **Sub-contracting**

The Employer may subcontract work normally performed by employees covered by this Agreement provided that no qualified employee is laid off as a result, and provided that no qualified employee is available for recall during the recall period in accordance with the Layoffs, Recalls and Employment Rights provisions (in Article 12) and provided, upon consultation with the Union's Jobs Team, that no suitable Employee is available for work.

Any such subcontracting that is permitted 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 the Union recognition clauses (in Article 2), such that the terms and conditions of this Agreement shall have no application to the employees employed by a subcontractor.

ARTICLE 4 - UNION REPRESENTATION

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

4.01 The Union's Representatives

- a. Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any rights under this Agreement and under the law.
- b. Union Representatives shall have the right to periodically visit job sites without disrupting productivity and without unreasonable intrusion into the Employer or its clients' premises. The Union 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.

4.02 Stewards

- a. The Union has the right to select or appoint working stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to administer the Agreement.

Stewards are employees of the employer. Except as permitted by the employer, their duties during paid time

are those of construction workers. There is no paid steward hours in the day or week.

The Employer agrees to recognize union stewards as appointed by the Union and upon being informed by the Union of these appointments.

The Union may appoint stewards on the basis of the employer's total workforce in the bargaining unit. Where the workforce exceeds five (5) employees, the Union may appoint a working steward. A second steward may be appointed when the Employer's workforce exceeds fifteen (15) employees. Thereafter, one steward may be appointed for every thirty (30) additional employees of the Employer employed on a project.

In addition, where no steward is assigned work at a project where the Employer's workforce is expected to exceed five (5) employees for a period of over three (3) months, the Union may appoint a steward at that project. The Union may appoint an additional steward at a project where the workforce exceeds fifteen (15) employees.

The Employer agrees to recognize one (1) chief steward among the stewards appointed upon the Union's appointment of a third steward at one or more projects.

In the event the Employer transfers the Steward to another project, a new Steward shall be appointed by the Union.

The Employer will recognize such chief steward upon being informed by the Union of the appointment.

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- b. The Employer will pay stewards an hourly premium for all hours worked effective upon written notification from the Union, as follows:

Steward \$0.50

Chief Steward \$1.00

Certified Steward* \$0.50, in addition to the steward or chief steward premium

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

- 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 the Employer. 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.

- d. **Steward Seniority**

Stewards may be laid off in accordance with the completion of the various phases of each project. However, Stewards will be retained where the Employer

may, without undue hardship, assign the Steward to perform work for which the Steward is qualified to perform.

4.03 Negotiating Committee

The Union may appoint up to three (3) employees of the Employer to assist in negotiations for the renewal of this Collective Agreement. 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 unpaid leave from their scheduled work to participate in negotiations.

4.04 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union representative may attend such meetings, but not during regular working hours.

ARTICLE 5 - STRIKES OR LOCKOUTS

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

5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work.

ARTICLE 6 - EMPLOYMENT POLICY

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of labour requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Employer at its discretion may hire employees listed or from other sources.
- 6.02 To assist in the efficient placement of appropriately skilled members the Employer will inform the Union when employees are laid off and when new employees are hired, 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 one (1) month probationary period and thereafter shall attain regular employment status. During the probationary period, the following shall apply;
- a. Regular Union dues, fees and remittances are to be deducted and remitted, as the case maybe, from the first day of employment.
 - b. Probationary employees are covered by this Agreement, excepting those provisions, which specifically exclude such employees.
 - c. Employees laid off during probation and rehired by the Employer within one (1) month shall not begin a new

probationary period but shall continue with credit for probation already served.

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

6.05 Students

- a. The term “student” shall be applied to an employee hired to work in the bargaining unit during a school study break. A student is enrolled in secondary or post-secondary education or intends to begin or return to secondary or post-secondary education. A student who performs work incidental to that of employees in the bargaining unit while on placement with the Employer in conjunction with a secondary school or college co-operative education program is excluded from the bargaining unit.
- b. A student is not eligible for contributions or payments pursuant to the health fund and pension provisions contained herein and specifically found in Articles 14 and 15 of this Agreement.
- c. A student does not accrue or retain recall rights pursuant to the layoff, recall and employment rights provisions contained herein and specifically found in Articles 6 and 12 of this Agreement. Students may progress through the wage grid on the basis of total accumulated hours worked or length of time employed as the case may be.
- d. When the conditions described in (a) above no longer apply, the Employer may terminate the former student’s

employment or offer the former student regular employment subject to all of the conditions of the Agreement. Where a student does become a regular employee, the probation period and any other waiting periods pursuant to this Agreement shall be waived. Such an employee's employment date pursuant to the layoff, recall and employment rights provisions (Articles 6 and 12) shall thereafter be the date on which he becomes a regular employee.

ARTICLE 7 - REMITTANCES TO THE UNION

- 7.01 The Employer shall remit employee deductions and Employer contributions, as the case may be, for union dues, fees, fund contributions and the like, to the Union, in a format prescribed by the Union. On such remittance the Employer will furnish the following information for each employee:
- a. First name & last name;
 - b. rate of pay;
 - c. gross earnings;
 - d. total regular and overtime hours worked in the period for which such deductions are made;
 - e. dues and fees deducted on behalf of the employee as prescribed by the Union; and,
 - f. contributions to Union funds on behalf of the employee and deductions from an employee toward Union funds as prescribed by this Agreement.

7.02 When the Employer hires a new employee, the Employer shall also include on the next remittance in addition to the information required in Articles 6 and 7, above, the following information 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 total amount(s) deducted and contributed will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted and are owed. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

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.

The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union in accordance with Article 7, above. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

- 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 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. This will not happen during paid time.
- 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 weekly, within five (5) calendar days following the end of the pay period, 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, amounts of deductions, net earnings and contributions to the Unions Health Fund and Pension Fund.

9.03 In the event that a new classification is established by the Employer the wage rate applicable for such a newly established classification shall be subject to negotiation between the Employer and the Union. Should the Employer and the Union fail to agree on such wage rate, 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 **Minimum Hours of Work**

An employee who is not provided twenty-four (24) hours notice that a regularly scheduled work day has been cancelled shall receive a minimum of three (3) hours pay at his regular rate of pay for such day, unless such cancelation is due to circumstances outside the employer's control (e.g. weather).

Similarly, an employee who is sent home from work before he has worked three (3) hours, shall receive a minimum of three (3) hours pay at the rate of pay he would have earned if the work had been performed.

In the case that a storm causes work to stop or prevents work from starting, employees who report for work shall receive a minimum pay of three (3) hours pay at their regular rate of pay. In such cases, the Employer shall make reasonable efforts to determine from their supervisor whether their shift is cancelled due to weather prior to the beginning of the work day. If they do not, they may not be eligible for the minimum hours.

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

No employee will be required to report for a shift of less than three (3) hours.

9.06 Call Back

Employees who are called back to work in the same day will receive a minimum of three (3) hours pay at one and one-half (1½) times their regular rate. Such hours are paid at two (2) times the regular rate when they occur on days the parties have outlined such rate.

9.07 Shift Work

- a. The Employer shall give an employee as much advance notice as possible before the employee is assigned shift work.
- b. The Employer will attempt to distribute non-day shifts as evenly as possible among employees who normally

inclusive. The regular work day begins at 7:00 a.m. and ends at 5:00 p.m.

The definition of a regular work week and the definition of a regular work day does not create a guarantee or limit to the number of hours of work scheduled or worked per day or the number of days of work scheduled or worked per week and does not create entitlement for overtime.

The parties may jointly agree to amend the regular work day and regular work week, including weekends, subject to the requirements of each work site.

- 10.02 There shall be two (2) paid coffee breaks of 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.

Ten and one-half ($10 \frac{1}{2}$) hours after the start time of the shift there will be a paid meal break of one-half ($\frac{1}{2}$) hour. A paid coffee break will follow each additional two (2) hours.

- 10.03 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.

Further, the Employer shall give the Union and employees as much notice as possible regarding modification to the regular work schedule including implementation of non-day shifts on a project. The effective date of the modified work schedule shall be communicated to the Union when known by the Employer and the effective date of the modified work schedule shall be no sooner than one week from the day such notice is

given. Such modified work schedule shall include daily and weekly overtime thresholds.

10.04 Overtime

- a. Work performed in excess of nine (9) hours daily shall be paid at the rate of one and one half times (1.5) times 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 (1.5) times the employee's regular hourly rate.
- c. Work shall not normally be performed on Saturday. Saturday work, when necessary, shall be paid at the rate of one and one half times (1.5) times 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 (2) times the regular rate of pay regardless of weekly hours of work.

10.05 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.

10.06 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.

10.07 Daily overtime and daily premium pay is based on the calendar day (i.e. begins and ends at midnight).

The calculation for weekly overtime and weekly premium pay begins with the first shift in the pay period and ends seven (7) calendar days later.

- 10.08 There shall be no pyramiding of daily and weekly overtime. The payment of overtime under this Article shall not be considered a “Premium” as defined elsewhere in this agreement. For greater certainty this means that overtime premiums (e.g. for hours worked beyond the daily limits, for hours worked beyond the weekly limits and for hours worked on weekends and holidays) are not to be duplicated or stacked. In instances where more than one overtime premium is applicable, a single overtime premium will be paid at the highest rate (e.g. two (2) times the hourly rate for Sunday or holiday work). More than one overtime premium will not be payable for the same hour worked. However, premiums paid for purposes other than overtime (e.g. shift premiums, responsibility premiums, etc.) remain payable and are included in the calculation of the base rate for hours for which an overtime premium is paid.

ARTICLE 11 - VACATION & VACATION PAY / PUBLIC HOLIDAYS & HOLIDAY PAY

- 11.01 The parties agree that vacation pay shall be deemed to include payment for Public Holidays and be paid 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.
- 11.02 The Employer agrees to remit the vacation pay of each employee to the Union’s Employee Trust Fund as described in Article 7.

11.03 Vacation periods shall be arranged by mutual agreement between the Employer and the employees. Employees shall submit requests for vacation with as much advance notice as possible, and normally with at least two (2) weeks notice. The Employer will grant such requests unless operational requirements are known to interfere with such vacation request, including requests made with less notice than two (2) weeks. The Employer will reply to vacation requests as soon as possible and within one (1) week. The Employer shall grant vacation requests insofar as is practicable, having regard to the operational requirements. Vacation requests and approvals shall be written, including by text or email.

11.04 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.

11.05 An employee required to work on a day listed in Article 11.04 shall receive holiday premium pay which shall be calculated as two (2) times 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, RECALLS AND SERVICE CREDIT

12.01 Service credit is the measure of an employee's duration of employment with the Employer from the most recent date of hire and, where applicable, within his job classification. Service credit helps determine employment rights, layoffs and recalls, as indicated below. Upon completion of probation, service credit is dated from the most recent date of hire.

The Employer shall maintain a list of its employees within each employment classification identified in Schedule "A" and the amount of service credit each has earned. This list shall be made available to the Union upon request.

12.02 Employment rights shall terminate and an employee shall cease to be employed by the Employer in the bargaining unit when he:

- a. voluntarily quits his employment with the Employer;
- b. is discharged and is not reinstated through the grievance procedure or arbitration;
- c. fails to report for work as scheduled for more than three (3) consecutive work days without having a justifiable reason for such failure to report;
- d. is laid off for three (3) consecutive months;
- e. fails to report on the first day following the expiration of a leave of absence without just cause;
- f. is absent from work for a period of more than twenty-four (24) months due to a *bona fide* injury, or illness;
- g. fails to report to work following a recall within two (2) workdays if unemployed, or eight (8) workdays if employed elsewhere;
- h. takes a position with the Employer but outside the bargaining unit and that position is expected to last or has lasted for longer than the time outlined in d., above.

12.03 When, in the opinion of the Employer, a reduction of the workforce is inevitable, the Employer shall terminate the

contract for temporary agency employees and sub-contracted workforce employees as soon as contractually permissible. Students and probationary employees shall be laid off prior to employees who have completed probation. Further reduction of the size of the regular workforce is guided by:

- Skill, ability and qualifications of the employees,
- other reasonable and objective standards
- service credit of the employees

Generally the employee with the greatest service credit shall be laid off last, provided the employee, as determined by the Employer, has the skill, ability, and qualifications to perform the work that is available.

The discretion exercised by the Employer in determining the need for layoffs, the order of layoff and which employees to lay off shall not be unreasonably exercised.

- 12.04 When laying off an employee, the Employer shall give notice of at least four (4) hour's or pay equivalent to and in lieu of such notice.
- 12.05 The Employer shall notify the Union office and the stewards on the date of a layoff. Notice will include, for each employee laid off, name, effective date of layoff, expected recall date unless the layoff is indefinite, amount of service credit, employment classification and most recent contact information.
- 12.06 The recall of employees shall follow the same procedure and considerations used for the layoff of employees as set out above. That is, generally the employee with the greatest service credit within his/her classification or scope of trade

shall be recalled first, provided the employee is available and is able to perform the work available.

- 12.07 An employee that accepts employment with the Employer outside of the bargaining unit rather than be laid off where there is a shortage of work may return to his position in the bargaining unit when there is work, provided he has remained continuously employed by the Employer or, if laid off, retains employment (recall) rights. Upon returning to the bargaining unit, his service credit shall include time worked for the Employer while outside the bargaining unit.

ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

- 13.01 Transportation, travel and mileage are as follows:

- a. There is normally no transportation and travel provision for locally hired employees.
- b. Where local hires are transferred to another project that requires more travel, whether short term or longer term, travel is paid outside a “free zone” described as after seventy-five (75) kilometres or forty-five (45) minutes traveled, whichever is triggered first. Time and distance are measured between the employee’s primary residence and the work site.

For projects within the free zone the Employer is not obligated to pay travel time, to pay mileage or to provide transportation, except as provided below.

For projects outside the free zone the Employer may provide transportation instead of paying mileage.

Provision of transportation usually means use of the Employer's vehicle but can include Employer paid public transit.

- c. Mileage, where applicable, is paid for all kilometres travelled outside the free zone. The mileage rate is \$0.58 per kilometre (and as set and updated by the CAA). Mileage is not paid to employees when the Employer provides transportation but the employees elect to drive directly to the job site.
- d. Where the Employer requests employees to transport the Employer's tools, equipment, materials or personnel with their own vehicle and the employee agrees, the Employer shall pay mileage and travel time for all distance and time traveled whether within or outside the free zone.

Distance and time in this article are to be measured using Google Maps as the shortest distance by paved road calculated at the time of travel and excludes toll roads unless Employer is paying the cost of the toll.

13.02 Out of Town Allowances

The Employer shall arrange, assign and pay for out of town living accommodations that meet a suitable and reasonable standard. Double occupancy at an economy motel normally meets the standard. In addition, the Employer shall pay each employee a food allowance for each day that the employee is scheduled to work at a project that requires overnight accommodation. The allowance is paid for each day worked by the employee and for each day that work was scheduled but not performed due to circumstances outside the employee's

control, but excluding days not worked due to the illness or absence of the employee.

The daily food allowance is \$52.00. Effective January 1, 2020, this increases to \$53.50 and January 1, 2021, this increases to \$55.00.

13.03 Employer Transportation

The Employer shall provide transportation where

- site access requires travel off of maintained or paved roads and
- when the employees travel from out of town accommodation to a project and
- when employees are requested to travel over 50 kilometres between projects during the day.

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

13.05 Core Crew Mileage, Subsistence and Accommodation

It is the Employer's intent to hire and maintain a core workforce with specialized skills who will travel from project to project. This includes but is not limited to all employees who receive a responsibility premium. The travel terms and conditions for the core workforce are:

All travel time less one hour daily is considered regular time worked and paid.

The core workforce will be augmented by locally hired employees (often specific to a project) and in accordance with the Employment Policy provisions of this Agreement (see Article 6). It is within the Employer's discretion to pay travel related costs to such locally hired employees.

ARTICLE 14 - CLAC HEALTH AND WELFARE TRUST FUND

- 14.01 The Union warrants and represents that the Union's Health & Welfare Trust Fund (the "Trust Fund") is established to provide insurance and related benefit programmes for the Plan Members. The Trust Fund is supervised by a board of trustees including employer and union trustees.
- 14.02 The Employer agrees to remit the amount outlined under Schedule "A" for health insurance coverage for each hour worked by each employee covered under this Agreement in accordance with the Remittances to the Union Article 7 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 Trust Fund, including the information outlined in the Remittance to the Union provisions in Article 7 and the Union's dues and remittance policy and directive. The Employer further agrees to inform the Union of any changes in the above employee information.
- 14.04 The Trust Fund, will be responsible for the timely reporting of taxable benefit amounts attributable to participation in the Trust Fund. Such communication will be in the form of T4A information slips issued by the Trust Fund 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 Trust Fund, will be paid to that employee and treated as wages. This is the hourly Employer contribution amount outlined in Schedule "A".

ARTICLE 15 - PENSION PLAN

15.01 The CLAC Pension Plan ("the Plan"), a defined contribution pension plan, is registered with the Canada Revenue Agency. The Plan 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 The Employer shall remit to the Union, for each eligible employee, an Employer contribution as indicated in Schedule "A". Employer contributions will vest in accordance with the rules of the Plan.

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- 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 Union to the Employer. The Employer will send a copy of the completed form to the Union along with the next remittance which includes 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 shall 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 to the Union 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 to the Union 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 employees.

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.

An employee 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 an employee 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 employee's home.

Where an injury occurs as a result of negligence, such that a WSIB claim is denied, the Employer does not have to pay the day.

16.03 Employees have the right to refuse to work in inclement weather where such inclemency makes the work too dangerous to begin or continue working, subject to the *Occupational Health and Safety Act*, and the construction regulations pertaining thereto.

16.04 Health and Safety Committee

Where required a committee will be formed and will meet where required by the Employer's safety policies and by statute, as per the Ministry of Labour Requirements.

16.05 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. Further, if a storage container is used at the job site for storage of the Employer's clothing, tools and equipment, in addition to use as lunchroom facilities, the tool storage area will be partitioned off. The lunchroom facilities will be heated when necessary.
- b. 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 work commences on the job.
- c. 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.

16.06 Hazardous Substance Pay Premiums

- a. If an employee is required to work in an environment that requires protective clothing and breathing apparatus for the removal of asbestos then the employee shall receive as danger pay a premium of one dollar and fifty cents (\$1.50) for each hour worked.

- b. Where the employee must work in a confined space (as defined by, and in accordance with the OSHA and its regulations) then the employee shall receive as danger pay a premium of one dollar (\$1.00) to his hourly rate.
- c. Where the employee must work from a Suspended Scaffold (as defined by, and in accordance with the OSHA and its regulations) then the employee shall receive as danger pay a premium of one dollar (\$1.00) to his hourly rate.
- d. If an employee is required to work in an environment that requires a Full Face Piece Air Purifying System while using a power tool to jackhammer, drill, cut, grind, or polish concrete, then the employee shall receive one dollar (\$1.00) as danger pay premium of to his hourly rate.
- e. Each danger pay premium is paid when precautions addressing more than one of the above hazards is necessary.

ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL

17.01 Employees are required to bring their own hard hats, safety vests, and safety boots. The Employer will furnish employees with all additional personal protective equipment (PPE) required by Employer policy and by legislation including, but not limited to, the *Occupational Health & Safety Act* and applicable regulations. Such PPE will include, as needed, safety gloves, fall protection gear suitable for each employee, eye protection, hearing protection, respirators and filters suitable to the work being done, fire retardant coveralls and

any other PPE. All such equipment shall remain the property of the Employer. Worn out safety equipment will be replaced by the Employer upon presentation of the worn equipment. The employees shall be held responsible for lost or worn out PPE due to abuse.

17.02 The Employer shall supply necessary tools for employees to perform their work. Employees shall be held responsible for the tools and equipment issued to them provided the Employer furnishes the necessary lockers, tool boxes or other safe place for storage. Skilled workers shall provide their own tools (i.e. pouch, hammer, tape measure).

17.03 Boot Allowance

The Employer will pay an allowance of twenty-five dollars (\$25.00) per month on the first pay of each month to each employee who completes probation. The allowance is intended as reimbursement for the purchase of work boots, as required, for all seasons.

17.04 Clothing Allowance

The Employer will pay an allowance of twenty-five dollars (\$25.00) per month on the first pay of the month to each employee who completes probation. The allowance is intended as reimbursement for the purchase of work clothing, including seasonal weather gear, as necessary to perform work for the Employer.

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 to the Union 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. This applies to courses not held during regular working hours.

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 to the Union article and in the Union's remittance directives.

19.02 The Industry Fund is used to promote CLAC's model of open shop unionized construction representation. This is achieved by industry development among stakeholders such as 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's 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 contactor signatory to CLAC or its affiliated local unions.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 Leaves of absence will be given and paid, as the case may be, in accordance with statutory requirements.

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.

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURES

22.01 Matters of dispute and grievance between the Union and the Employer will be addressed pursuant to legislation available to the parties to have such disputes heard and adjudicated. These include but are not limited to the provisions outlined in the *Labour Relations Act, 1995*.

ARTICLE 23 - DURATION

23.01 This Agreement shall be and shall remain in effect from July 1, 2019 to June 30, 2023 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.

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

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

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

Signed on behalf of
FUSIONCORP DEVELOPMENTS INC.

Per _____ Per _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

Per _____ Per _____

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

	Hourly Rate	Vacation & Holiday Pay <i>(Per 11.01 and shown @8%)</i>	Health Fund	CLAC Pension	IF	EAF	Total
<i>Carpenter Foreperson (Carpenter * 1.12)</i>							
01-May-19	42.20	3.38	1.65	4.22	0.20	0.20	51.85
01-May-20	43.26	3.46	1.75	4.33	0.21	0.21	53.21
01-May-21	44.34	3.55	1.85	4.43	0.22	0.22	54.61
01-May-22	45.45	3.64	1.95	4.54	0.23	0.23	56.04
<i>Carpenter</i>							
01-May-19	37.68	3.01	1.65	3.77	0.20	0.20	46.51
01-May-20	38.62	3.09	1.75	3.86	0.21	0.21	47.74
01-May-21	39.59	3.17	1.85	3.96	0.22	0.22	49.00
01-May-22	40.58	3.25	1.95	4.06	0.23	0.23	50.29
<i>Crane Operator I (Carpenter * 1.5)</i>							
01-May-19	56.52	4.52	1.65	5.65	0.20	0.20	68.74
01-May-20	57.93	4.63	1.75	5.79	0.21	0.21	70.53
01-May-21	59.38	4.75	1.85	5.94	0.22	0.22	72.36
01-May-22	60.87	4.87	1.95	6.09	0.23	0.23	74.23
<i>Crane Operator II (Carpenter * 1.2)</i>							
01-May-19	45.22	3.62	1.65	4.52	0.20	0.20	55.40
01-May-20	46.35	3.71	1.75	4.63	0.21	0.21	56.86
01-May-21	47.51	3.80	1.85	4.75	0.22	0.22	58.35
01-May-22	48.69	3.90	1.95	4.87	0.23	0.23	59.87
<i>Lead Hand Labourer (Carpenter * 0.95)</i>							
01-May-19	35.80	2.86	1.65	3.58	0.20	0.20	44.29
01-May-20	36.69	2.94	1.75	3.67	0.21	0.21	45.47
01-May-21	37.61	3.01	1.85	3.76	0.22	0.22	46.67
01-May-22	38.55	3.08	1.95	3.85	0.23	0.23	47.90

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<i>Skilled Labourer (Carpenter * 0.9)</i>								
01-May-19	33.91	2.71	1.65	3.39	0.20	0.20	42.07	
01-May-20	34.76	2.78	1.75	3.48	0.21	0.21	43.19	
01-May-21	35.63	2.85	1.85	3.56	0.22	0.22	44.33	
01-May-22	36.52	2.92	1.95	3.65	0.23	0.23	45.50	
<i>Intermediate Labourer (Carpenter * 0.8)</i>								
01-May-19	30.14	2.41	1.65	3.01	0.20	0.20	37.62	
01-May-20	30.90	2.47	1.75	3.09	0.21	0.21	38.63	
01-May-22	31.67	2.53	1.85	3.17	0.22	0.22	39.66	
01-May-22	32.46	2.60	1.95	3.25	0.23	0.23	40.71	
<i>General Labourer (Carpenter * 0.7)</i>								
01-May-19	26.38	2.11	1.65	2.64	0.20	0.20	33.17	
01-May-20	27.04	2.16	1.75	2.70	0.21	0.21	34.07	
01-May-22	27.71	2.22	1.85	2.77	0.22	0.22	34.99	
01-May-22	28.40	2.27	1.95	2.84	0.23	0.23	35.93	
<i>Entry Labourer (Carpenter * 0.6)</i>								
01-May-19	22.61	1.81	1.65	2.26	0.20	0.20	28.73	
01-May-20	23.17	1.85	1.75	2.32	0.21	0.21	29.51	
01-May-21	23.75	1.90	1.85	2.38	0.22	0.22	30.32	
01-May-22	24.35	1.95	1.95	2.43	0.23	0.23	31.14	

Definitions for Schedule “A”

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

Lead Hand 6%

Foreperson 12%

General Foreperson 18%

b. Apprentice Pay Rates

Carpenter apprentice pay rates are prorated to the licensed journeyman rates, as follows:

Start: 45%

After 1800 hours 55%

After 3600 hours 65%

After 5400 hours 85%

Any superior provision conferred via legislation shall prevail.

- c. Crane Operator I- Operators of Mobile Cranes capable of hoisting over 100t and up to 200t and Tower Cranes and who are in possession of their Certificate of Qualification in the province of Ontario or of their interprovincial red seal designation. All Crane Operators shall be paid an additional daily taxable allowance of sixty dollars (\$60.00) for transportation, food and lodging.
- d. Crane Operator II - Operators of Mobile Cranes capable of hoisting over 15t and up to 100t.
- e. Skilled Labourer – includes Graderperson, Form Setter, Cement Finisher, Pipelayer 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) may be operated by Skilled Labourers.
- f. Intermediate Labourer - Construction Labourers.
- g. General Labourer - TCPs, spotters, swampers, signal persons and Labourers with less than 5 years construction experience.

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- h. One wage rate is paid for all hours in a shift unless overtime premiums are payable, as well. The rate is the greater of the employee's regular rate or the wage rate of the higher paid classification where more than half of the hours in the shift are worked in a higher paid classification.
- i. Union members assigned to the Employer's project are to be classified and paid by the Employer, in accordance with the Union's recommendation, which shall be given in good faith, with the approval of the Employer, given in advance to the Union.
- j. Entry level Labourers may be paid three dollars (\$3.00) less than the General Labourer rate for the first month of employment and one dollar and fifty cents (\$1.50) less for the second month of employment.

Entry level and inexperienced equipment operators may be paid three dollars (\$3.00) less than the applicable operator rate for the first three (3) months of employment and one dollar (\$1.00) less for the next three (3) months.

- k. Rates for employee classifications not covered in Schedule "A" are to be assigned by mutual agreement.
- l. Technological Change: By mutual agreement of the parties, classifications and wage rates for new types of equipment and new technologies shall be assigned to existing classifications in the wage grid or to new classifications and new wage rates, as needed. 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.

- m. 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.

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CLAC TRAINING

1-877-701-2522

CLAC BENEFITS

1-800-463-2522

CLAC JOBS

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