

# **COLLECTIVE AGREEMENT**

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**Between**

**D. GRANT CONSTRUCTION LIMITED**

**and**

**CONSTRUCTION WORKERS LOCAL 53,  
affiliated with the  
CHRISTIAN LABOUR ASSOCIATION  
OF CANADA**

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**Duration: March 1, 2016 to February 28, 2019**



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# **COLLECTIVE AGREEMENT**

**Between**

**D. GRANT CONSTRUCTION LIMITED  
(hereinafter referred to as “the Employer”)**

**and**

**CONSTRUCTION WORKERS LOCAL 53  
AFFILIATED WITH  
CHRISTIAN LABOUR ASSOCIATION OF CANADA  
(hereinafter referred to as “the Union”)**

**Duration: March 1, 2016 to February 28, 2019**

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## **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 Employer recognizes the Union as the exclusive bargaining agent for all carpenters, carpenters' apprentices, formsetters, and construction labourers 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 Students enrolled in school and intending to return to a secondary or post-secondary education are excluded from the terms of this Collective Agreement during their regularly scheduled vacation breaks to a

maximum of five (5) months. Participants in the Ontario Youth Apprenticeship Program or in a pre-apprenticeship program offered by a registered college are also excluded from this Agreement for the duration of their participation in such program(s).

- 2.03 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification may be removed from or added to the bargaining unit except by mutual agreement, in writing, of the parties. 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.
- 2.04 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 (h). 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 The Union acknowledges that it is the exclusive function of the Employer to hire, fire, promote, demote and suspend employees provided that a claim by any employee, who has completed his probationary period, that he has been disciplined or discharged without just cause may be the subject of a grievance.
- 3.02 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 and suspend employees; to discipline and discharge employees for just cause; 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. 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 grievance meetings, grievance arbitration, mediation or any other proceeding that arises from the administration or enforcement of this Agreement shall receive their regular hourly rate for all time spent attending to such matters.

- b. Bargaining committee 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 such notice is

received.

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 - WORK STOPPAGES**

5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, or while negotiations for a renewal or further agreement are being held, neither the Union, its members or any employee shall take part in or cause or encourage any strike, picketing, slowdown or any stoppage or suspension of, or interference with work, or production, which shall in any way affect the operations of the Employer, nor shall there be any sympathy strikes, or

secondary strikes and boycotts.

- 5.02 The Employer agrees that during the term of this Agreement, or while negotiations for a renewal Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

## **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 be hired on a three (3) month

probationary period commencing from the date of hire and the following shall apply:

- a. Regular union dues and administrative dues are to be deducted and remitted from the first day of employment.
- b. Notwithstanding the provisions of Article 3.02 (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.

## **ARTICLE 7 - UNION DUES 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 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 fifteenth of the month following the month in which such dues are deducted.

7.03 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.

7.04 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. name;
- b. rate of pay;
- c. gross earnings;
- d. total regular and overtime hours worked in the month for which such deductions are made;
- e. dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union; and
- f. contributions on behalf of the employee and any deductions from and remitted for an employee as may be prescribed by this Agreement.

- 7.05 When the Employer hires new employees who are not members of the Union, the Employer shall also include on the next remittance, the following information of the employee involved:
- a. address;
  - b. telephone;
  - c. date of hire;
  - d. classification
- 7.06 Employees who cannot support the Union because of a conscientious objection as determined by the Union's internal guidelines may apply to the Union in writing.

## **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 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-four (44) hours, comprised of 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.
- 9.03 All work performed in excess of ten (10) hours in one day, and any hours in excess of forty-four (44) hours in a work week, shall be paid at the rate of one and one-half times (1½x) the regular hourly rate of pay. In calculating the total regular number of hours worked

per week, hours for which overtime has already been paid due to the daily overtime threshold shall not be included.

9.04 All work performed on Saturdays shall be paid at the rate of one and one half (1½) times the regular hourly rate of pay.

9.05 Work shall not normally be performed on Sunday. However, if extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of two times (2x) the regular rate of pay.

9.06 There shall be two (2) paid coffee breaks of fifteen (15) minutes on each shift. Employees shall be entitled to an additional paid coffee break for every two (2) hours worked beyond eight (8) hours per day. Employees shall take an unpaid meal period of one-half (½) hour at the midpoint of their shift, or at such time during their work day which is convenient.

9.07 Except in the case of inclement weather, 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 four (4) hours shall receive a minimum of four (4) hours pay at his regular hourly wage rate.

## **ARTICLE 10 - VACATION AND VACATION PAY**

10.01 The Employer agrees to pay each employee vacation pay calculated as four percent (4%) of his earnings.

- 10.02 Vacation periods shall be arranged by mutual agreement between the Employer and the employee. Employees shall submit requests at least four (4) weeks in advance. The Employer shall grant vacation requests insofar as is practicable, having regard to the exigencies of the Employer's business.
- 10.03 The Employer agrees to remit the vacation pay of each employee to the Union's Employee Trust Fund by not later than the fifteenth (15<sup>th</sup>) 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.

## **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 Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.*
- 11.02 An employee shall be eligible for Holiday Pay for each of the above days provided that the employee has worked in the fifteen (15) days preceding the holiday, and that the employee is not absent without cause, or permission the day immediately preceding and day following the Holiday. Holiday Pay shall be calculated as the regular number of hours normally worked in a

day, multiplied by the employees wage rate.

- 11.03 An employee shall not normally be required to work on a day listed in Article 11.01. If such work is necessary, the employee shall receive, in addition to Holiday Pay, 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 - SENIORITY, LAYOFFS AND RECALL**

- 12.01 Seniority is the ranking of employees in accordance with their length of employment within their respective job classifications. Seniority of current employees covered by this Agreement shall be calculated from the date of hire. New employees, after successfully completing their probationary period, shall be added to the seniority list with seniority attributed from the date of hire. Separate seniority lists shall be maintained for each job classification as identified by Schedule "A" and these lists shall be maintained and kept current by the Employer and shall be made available to the Union upon request.
- 12.02 Seniority rights shall terminate and an employee shall cease to be employed by the Employer 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 a period of more than nine (9) consecutive months;
- e. fails to report on the first day following the expiration of a leave of absence without just cause;
- f. fails to comply with an agreed upon arrangement of his recall without justifiable reason;
- g. is absent for a period of more than twenty-four (24) months due to a bonafide injury, or illness;
- h. fails to report to work following a recall within two (2) workdays if unemployed, or five (5) workdays if employed elsewhere.

12.03 In the case of layoffs, the Employer shall rely on the seniority standing of the employees within their classification to determine the appropriate order of layoff. In general, the employee having most seniority within his classification shall be laid off last and recalled first, provided the employee, at the sole

discretion of the Employer, has the necessary skill, ability, and possesses the qualifications to perform the available work. Consideration may also be given to the geographic location of the available work relative to the location of an employee's primary place of residence. The discretion exercised by the Employer in determining the order of layoff, or which employees to lay off shall not be unreasonably exercised. In all cases of layoff, probationary employees and students shall be laid off first.

12.04 In case of layoff, an employee shall be given at least a one (1) days' notice or payment equivalent to one (1) day of work in lieu thereof. The Employer shall not be required to give one (1) days' notice of layoff when equipment failure or shortage of material causes operations to cease.

12.05 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employee's classification and latest available phone number.

## **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 Union's Benefit Plan an amount as outlined under Schedule "A" for each hour worked by each employee covered under this Agreement.
- 13.03 The Employer's contribution to the Benefit Plan shall be submitted together with union dues and in the manner described in Article 7.04.
- 13.04 The Union covenants and agrees to indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by, the Employer by reason of any amounts deducted from any employee's pay and remitted to the Union's Benefit Administration Office as provided in Articles 13.02 and 14.02. In the event that the Employer fails to comply with these Articles by not remitting to the Union, Article 13.03 will not apply. The Employer's sole obligation pursuant to Article 13 – CLAC Health Fund, shall be limited to making the payment more particularized herein.
- 13.05 The Employer acknowledges that the Benefit Plan provides for Long Term Disability insurance coverage ("LTD"). Where applicable, the Employer, as directed by the Union Benefit Administration Office, will deduct the cost of such LTD coverage from the employee's pay cheques. The monthly cost as directed by the Union Benefit Office will be deducted

in equal parts, semi-monthly from each employee. Such deductions shall be remitted to the Union together with the Employer's Benefit Plan contributions in accordance with Article 13 – CLAC Health Fund of the Agreement. Participation in the plan and in the payroll deduction is mandatory.

## **ARTICLE 14 - PENSION PLAN**

14.01 The Union warrants and represents that the Christian Labour Association of Canada Pension Plan ("Pension Plan") is established for the benefit of the employees covered by this Agreement and further that such Pension Plan is maintained and administered by the Union and supervised by a Board of Trustees.

14.02

- a. For the first year of this collective agreement, the Employer agrees to pay the per hour amount identified at Schedule "A" toward the Union's Pension Plan, for each hour worked, by each employee, consistent with their respective classifications. Employees that receive a lead hand or foreman premium will receive a per hour contribution which will be established by calculating the base hourly rate plus the premium multiplied by the percentage identified at Schedule "A".
- b. Effective March 1, 2017, the Employer agrees to contribute to the Union's Pension Plan, on behalf of each seniority employee, an amount equal to

seven percent (7%) of an employee's gross wages, inclusive of any applicable wage premium.

c. Effective March 1, 2018, the Employer agrees to contribute to the Union's Pension Plan, on behalf of each seniority employee, an amount equal to eight percent (8%) of an employee's gross wages, inclusive of an applicable wage premium.

d. In addition to the mandatory Employer contributions described above in Articles 14.02 a) to c), the Employer agrees to contribute to the Union's Pension Plan, on behalf of each seniority employee, at the following hourly rate, for all hours worked:

Effective March 1, 2016 – three (\$0.03/hr) cents per hour worked

Effective March 1, 2017 – eight (\$0.08/hr) cents per hour worked

Effective March 1, 2018 – nine (\$0.09/hr) cents per hour worked

14.03 The Employer's contribution to the Pension Plan shall be submitted together with union dues and in the same manner as described in Article 7.04.

14.04 The Employer's sole obligation pursuant to Article 14 – Pension Plan, shall be limited to making the payment more particularized herein.

14.05 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 Union. A request for such deductions shall be submitted to the Employer in a format provided by the Union's Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office with the first remittance of such additional voluntary contributions. Employees may change, commence or terminate their voluntary additional contributions effective March 1 and September 1 of every year.

#### **ARTICLE 15 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD**

- 15.01 The Employer shall remunerate employees for travel time and mileage as follows:
- a. There shall be a free travel zone of eighty (80) kilometres around each worksite. Distance from an employee's home to a worksite shall be measured as the shortest route, on a paved road, and as calculated by Google maps, or equivalent;
  - b. In consideration of travel time, employees will

be remunerated as follows;

Distance from Worksite	Per Diem Travel Zone Allowance
0-80 km	Free Zone
81 km to 120 km	One (1) hour's pay
120 km or more	One and one half (1 ½) hour's pay

- c. Employees that are requested to use their own vehicles to; travel to a worksite outside of the free zone, to travel to more than one worksite in a day within the free zone, or to transport materials necessary for the work shall be reimbursed for the use of their personal vehicle at a rate of thirty-eight cents (38¢) per kilometre driven. When an Employer asks that an employee transport others to a worksite, the Employer shall reserve the right to make reasonable carpooling arrangements.

15.02 When employees are sent to work on a project beyond one hundred and forty (140) kilometres from their primary place of residence, and remain working on such project for consecutive days (in excess of one work day):

- a. they will be paid a daily subsistence allowance of forty-five dollars (\$45.00) for each day spent out

of town;

- b. they will be provided, in the opinion of the Employer, with suitable accommodation, which shall normally include at least, a stove/hotplate, refrigerator and microwave;
- c. they will receive a non-taxable travel allowance for one half (1/2) of the time spent travelling to and from the work site at the beginning and end of the work week only.
- d. 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 15.01c. for the trip to and from the project each week.

15.03 The Employer shall reimburse employees the cost of all parking associated or in connection with the performance of the work assigned them, and shall make available, upon request by an employee, a parking card. Any fines for parking violations for personal or company vehicles shall be the responsibility of the driver of the vehicle, except in cases when such fines can be charged to and are paid by the customer.

## **ARTICLE 16 - HEALTH AND SAFETY**

16.01 The Employer, Union and the employees shall comply with the provisions of the *Occupational Health and*

*Safety Act* where and when applicable. The Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the workers.

Employees are required to report to their Employer any unsafe work conditions, 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, TOOLS AND APPAREL**

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

17.02 Employees are responsible to bring to work a hammer, a tape, a pouch, an approved safety helmet, and safety boots. The Employer shall supply all other tools necessary for employees to perform their work.

## **ARTICLE 18 - UNION FUNDS**

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 7.04.

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.

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

contributions to the Union together with union dues, and in the manner described at Article 7.04.

18.05 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.

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

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

19.01 The Employer shall, 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. death in the immediate family;
- d. participation in union sponsored training or other educational events;
- e. birth or adoption of the employee's child.

19.02 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.

19.03 Notwithstanding the above, the Employer may request that an employee provide a physician's certificate for any absence due to illness in excess of two (2) days or in excess of three (3) occasions in one calendar year, which shall be at the employee's expense.

19.04 An employee shall be granted three (3) days leave of absence at his regular rate of pay to make arrangements for and to attend the funeral of his spouse or common-law spouse, parent, or parent-in-law, child, brother, sister or grandparent.

- 19.05 The Employer shall pay the regular daily wages of an employee while serving as a juror, less any daily stipend or reimbursement from the court, for up to five days provided the employee:
- a. notifies the Employer immediately that he is required to attend court for jury selection;
  - b. presents proof of service requiring the employee's attendance.

## **ARTICLE 20 - DISCIPLINE & DISCHARGE**

- 20.01 The Employer may warn, suspend, demote or discharge an employee for just cause. If the conduct or performance of an employee warrants disciplinary action, such action shall be confirmed in writing. A copy of all such documentation shall be provided to the employee(s) involved, and forwarded to the office of the Union at the time they are issued.
- 20.02 Any disciplinary notice shall be issued only after, or during the meeting with the employee being disciplined. An employee shall be advised of the nature of the meeting prior to attending. The employee shall be accompanied by a steward who shall be paid for such time in accordance with Article 4.03.
- 20.03 Disciplinary meetings shall normally take place during the affected employee's scheduled shift. If the employee is not at work and is not scheduled to work

within three (3) days of the incident, or if the incident giving rise to the meeting is so serious that more immediate action is warranted, he may be called in at a time when he is not scheduled to work, but shall be paid for such time during the meeting.

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

## **ARTICLE 21 - COMPLAINTS AND GRIEVANCES**

- 21.01 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.
- 21.02 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.
- 21.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:
- 21.04 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 and the parties shall meet within the next five (5) working days to endeavour to settle the grievance.

21.05 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.

21.06 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 21.03 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.

21.07 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 21.03 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.

21.08 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.

21.09 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 22 - ARBITRATION**

- 22.01 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 22.04 or the date that the written decision should have been made pursuant to Article 22.04. A grievance that is not referred to arbitration in accordance with this Article, shall be deemed to have been abandoned and shall be inarbitrable.
- 22.02 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 outlined at Article 22 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- 22.03 The Board of Arbitration will be composed of a sole arbitrator chosen by agreement of the parties.
- 22.04 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.

22.05 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.

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

22.07 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.

22.08 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 23 - GENDER NEUTRALITY**

23.01 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 24 - SEVERABILITY

24.01 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 25 - DURATION

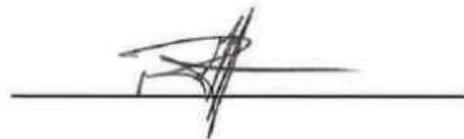
25.01 This Agreement shall be effective on the first (1<sup>st</sup>) day of March, two thousand and sixteen (2016) and shall remain in effect until the twenty-eighth (28<sup>th</sup>) day of February, two thousand and nineteen (2019), and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement not more than ninety (90) days before the expiration date of this Agreement, or in any like period in any year thereafter.

Signed at London, ON this 14<sup>th</sup> day of MARCH, 2016.

For the Employer



For the Union



## SCHEDULE "A"

### Classifications and Wage Rates

**March 1, 2016**

	Level	Hourly Wage	Vacation 4%	Health Fund	Pension* 6/7/8%	Pension** \$/hr	Education Fund	Industry Fund	Total
<b>Carpenter</b>	Certified	31.35	1.25	1.40	1.88	0.03	0.16	0.16	36.23
	4th year App (80%)	25.08	1.00	1.40	1.50	0.03	0.16	0.16	29.33
	3rd year App (60%)	18.81	0.75	1.40	1.13	0.03	0.16	0.16	22.44
	2nd year App (50%)	15.68	0.63	1.40	0.94	0.03	0.16	0.16	19.00
	1st year App (40%)	12.54	0.50	1.40	0.75	0.03	0.16	0.16	15.54
<b>Skilled Labourer</b>		29.28	1.17	1.40	1.76	0.03	0.16	0.16	33.96
<b>Construction Labourer</b>	Level 4 (90%)	26.35	1.05	1.40	1.58	0.03	0.16	0.16	30.73
	Level 3 (80%)	23.42	0.94	1.40	1.41	0.03	0.16	0.16	27.52
	Level 2 (70%)	20.50	0.82	1.40	1.23	0.03	0.16	0.16	24.30
	Level 1 (60%)	17.57	0.70	1.40	1.05	0.03	0.16	0.16	21.07
<b>Truck Driver</b>		26.40	1.06	1.40	1.58	0.03	0.16	0.16	30.79

**March 1, 2017**

	Level	Hourly Wage	Vacation 4%	Health Fund	Pension* 6/7/8%	Pension** \$/hr	Education Fund	Industry Fund	Total
<b>Carpenter</b>	Certified	31.35	1.25	1.45	2.19	0.08	0.18	0.17	36.67
	4th year App (80%)	25.08	1.00	1.45	1.76	0.08	0.18	0.17	29.72
	3rd year App (60%)	18.81	0.75	1.45	1.32	0.08	0.18	0.17	22.76
	2nd year App (50%)	15.68	0.63	1.45	1.10	0.08	0.18	0.17	19.29
	1st year App (40%)	12.54	0.50	1.45	0.88	0.08	0.18	0.17	15.80
<b>Skilled Labourer</b>		29.28	1.17	1.45	2.05	0.08	0.18	0.17	34.38
<b>Construction Labourer</b>	Level 4 (90%)	26.35	1.05	1.45	1.84	0.08	0.18	0.17	31.12
	Level 3 (80%)	23.42	0.94	1.45	1.64	0.08	0.18	0.17	27.88
	Level 2 (70%)	20.50	0.82	1.45	1.44	0.08	0.18	0.17	24.64
	Level 1 (60%)	17.57	0.70	1.45	1.23	0.08	0.18	0.17	21.38
<b>Truck Driver</b>		26.40	1.06	1.45	1.85	0.08	0.18	0.17	31.19

## March 1, 2018

	Level	Hourly Wage	Vacation 4%	Health Fund	Pension* 6/7/8%	Pension** \$/hr	Education Fund	Industry Fund	Total
<b>Carpenter</b>	Certified	31.66	1.27	1.50	2.53	0.09	0.20	0.18	37.43
	4th year App (80%)	25.33	1.01	1.50	2.03	0.09	0.20	0.18	30.34
	3rd year App (60%)	19.00	0.76	1.50	1.52	0.09	0.20	0.18	23.25
	2nd year App (50%)	15.83	0.63	1.50	1.27	0.09	0.20	0.18	19.70
	1st year App (40%)	12.66	0.51	1.50	1.01	0.09	0.20	0.18	16.15
<b>Skilled Labourer</b>		29.57	1.18	1.50	2.37	0.09	0.20	0.18	35.09
<b>Construction Labourer</b>	Level 4 (90%)	26.61	1.06	1.50	2.13	0.09	0.20	0.18	31.77
	Level 3 (80%)	23.66	0.95	1.50	1.89	0.09	0.20	0.18	28.47
	Level 2 (70%)	20.70	0.82	1.50	1.66	0.09	0.20	0.18	25.15
	Level 1 (60%)	17.74	0.71	1.50	1.42	0.09	0.20	0.18	21.84
<b>Truck Driver</b>		26.66	1.07	1.50	2.13	0.09	0.20	0.18	31.83

1. The above rates are applicable in all sectors of the construction industry in the province of Ontario.
2. A Construction Labourer shall be paid as a percentage of the Skilled Labourer rate, as identified above. Progression through the Construction Labourer Rate shall occur as set forth in Schedule "B", attached hereto.
3. The Employer shall appoint lead hand or foreman, in the manner described in Schedule "B", attached hereto. A premium for such appointment shall be applied to the base hourly rate as follows;
  - a. Lead Hand - \$1.00
  - b. Foreman - \$2.50

## SCHEDULE "B" LABOUR DEFINITIONS

	<b>Courses (Cumulative)</b>	<b>Service/ Experience</b>	<b>Tasks (Cumulative)</b>
<b>Skilled Labourer</b>	Elevating Work Platforms (Scissor Lifts); Elevating Work Platforms – SPB Series (Self Propelled Boom Supported Elevating Work Platforms); Forklift Operator Safety	5200 hours worked	A worker who requires limited supervision and is capable of two (2) of the three (3) listed skilled tasks: Form-setter; Concrete Finisher; patch and level existing slabs; setting hollow metal door frames in all locations; layout and rough carpentry.
<b>Construction Labourer Level 4</b>	Confined Spaces Hazardous Awareness for Construction; Suspended Access Equipment Users' Hazard Awareness, Standard First Aid and CPR/AED; Trenching Safety (Hazard	3120 hours worked	A worker who is capable of performing general labour duties, including but not limited to, needle and shoring installations, building scaffolding and winter protection enclosures, build safety railings, frame temporary partitions, performing wood parapet and interior partition backing installations, and

	Awareness Introduction)		levelling plate installations under general supervision.
<b>Construction Labourer Level 3</b>	Hoisting and Rigging – Basic Safety Training; Scaffold Users’ Hazard Awareness; Natural Gas in Construction	2080 hours worked	A worker who is capable of performing general labour duties, including but not limited to , slab-on-grade preparation, welded wire mesh placement, poly underlay placement, grouting base plates, foundation insulation installation, fire-stopping and smoke sealing, assist with site layout, under general supervision.
<b>Construction Labourer Level 2</b>	Propane in Construction; Traffic Control and Backing Vehicles; Fire Extinguisher	1040 hours worked	A worker with some construction experience able to perform general labour duties, including but not limited to general site clean-up, dewatering, assisting with winter protection, snow removal and temporary heating, under fairly close supervision.

<b>Construction Labourer Level 1</b>	DG Employee Health & Safety Guidelines, WHMIS in Construction; Fall Arrest	N/A	An unskilled worker with little or no construction experience and who requires close supervision.
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### **LEAD HAND DEFINITION**

An employee designated by the Employer who will have the routine responsibility of being the lead member of the crew. The lead hand assists the foreman with daily organization and direction of labour, equipment and materials, and to ensure that acceptable standards of quality, safety and production are maintained by the crew.

### **WORKING FOREMAN DEFINITION**

An employee designated by the Employer to be responsible for the daily organization and direction of the workforce, that acceptable standards of quality, safety and productivity are maintained, and for the safe, efficient and productive use of equipment and materials.

## **LETTER OF AGREEMENT**

**Between**

**D. GRANT CONSTRUCTION LIMITED**

**and**

**CONSTRUCTION WORKERS LOCAL 53  
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**

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**RE: TRANSITIONAL MATTERS**

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The above parties are signatory to a first collective agreement. In order to facilitate the transition into this agreement, they agree, herein, to the matters identified below, and acknowledge that if there is conflict between this Letter the Collective Agreement, that the terms of this Letter shall prevail;

### **Health and Welfare**

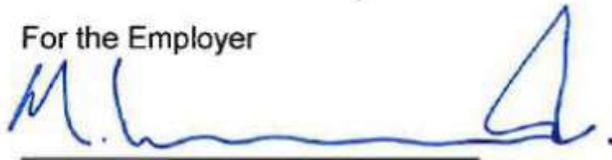
The Employer currently provides a health and welfare benefit plan for its employees, and it shall take what measures necessary to ensure that the coverage provided by that plan remains in place until August 31, 2013. In order to transition from that plan, to the CLAC Health and Welfare plan (see Article 13 of the Collective Agreement), the health and welfare contributions shall begin on June 1<sup>st</sup> and, pursuant to Article 7, payable on July 15, 2013, and each month thereafter.

## Wages

In consideration of the new wage grid as set forth in Schedule "A" of the Collective Agreement, and with a view to ensuring that all employees are treated fairly, the parties agree that no employee shall receive more than a \$3.00 wage increase upon ratification, or the anniversary date each year thereafter. In the event that an employee is capped by this provision, he shall remain at that rate, until the next opportunity for a wage increase.

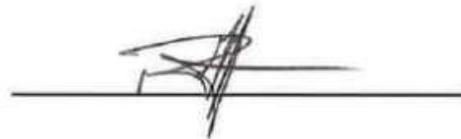
Signed at London, ON this 14<sup>th</sup> day of MARCH, 2016.

For the Employer



A handwritten signature in blue ink, consisting of a large, stylized 'M' followed by a long horizontal stroke and a large 'A' at the end.

For the Union



A handwritten signature in black ink, consisting of a stylized 'A' followed by a horizontal line and a vertical stroke.