



COLLECTIVE AGREEMENT

Between

LOOBY CONSTRUCTION LIMITED

and

CLAC LOCAL 53

DURATION: April 1, 2021 – March 31, 2024

COLLECTIVE AGREEMENT

Between

LOOBY CONSTRUCTION LIMITED

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 53

(hereinafter referred to as "the Union")

Duration: April 1, 2021 – March 31, 2024

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and

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Expires: March 31, 2024

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 and to provide the machinery 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 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*, and the *Workplace Safety & Insurance Act*.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent, and that this Collective Agreement applies to all carpenters and carpenters' apprentices, construction labourers, formsetters, equipment operators (those engaged in the operation of cranes, shovels, bulldozers, or similar equipment, and those engaged in the repairing and/or maintaining of same), and employees engaged as surveyors in the employ of

Looby Construction Limited in the sectors of the construction industry, and in the geographic regions of Ontario that are identified in Schedule "B", attached hereto and forming a part hereof, save and except working foremen, and those above the rank of working foreman.

2.02 It is agreed by the parties that there shall be no revision, amendment or alteration of the bargaining unit as defined herein or of any of the terms or provisions of this Agreement, except by the mutual agreement in writing of the parties hereto. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by the mutual agreement in writing of the parties.

2.03 The Union acknowledges that it is the function of the Employer:

- a. To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment, the kinds and locations of production, kinds and locations of machines, tools and equipment, to judge the qualifications of the employees and to maintain order, discipline and efficiency.
- b. To make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by the employees.
- c. to hire, direct, promote, layoff, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee who has been disciplined or discharged

without just cause will be subject to the grievance procedure hereinafter set forth.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

2.04 Work which is normally and exclusively performed by members of the bargaining unit will not be subcontracted out if it will cause the layoff of a bargaining unit employee

No subcontract restrictions will apply in subcontracting where:

- a. The employer does not possess the necessary abilities or equipment at the location where the job is to be performed.
- b. The employer does not have and/or cannot acquire the required manpower (subject to the employment policy contained in Article 5 herein).
- c. The employer cannot perform the work in a manner that is competitive in terms of cost, quality and within the projected time limits.

ARTICLE 3 - UNION REPRESENTATION

3.01 Local 53 and CLAC Representatives are Union Representatives of the employees in all matters pertaining to this Agreement particularly for the purpose of processing grievances, discussing matters arising from the interpretation or administration of the Collective Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law, and negotiating amendments to, or renewals of this Agreement.

3.02 The Employer recognizes that the duly appointed representatives of the Union are authorized to act on behalf of the Union for purposes of supervising, administering and negotiating the terms and conditions of the Agreement and all matters related hereto. Representatives of the Union may periodically visit the work site(s), but prior to doing so shall acquire the permission of the site superintendent and shall abide by all necessary protocol as determined by the general contractor, the Employer, or the client. Representatives shall not interfere with the work of the employees on site.

3.03 The Union has the right to appoint Bargaining Unit and Site Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.

a. There shall be no more than eight (8) stewards.

b. The union steward will be responsible for reporting any dispute to the Employer and the local Union representative so that these can be taken up in the proper manner without delay. No discrimination shall be shown against the union steward for carrying out his duties but in no case shall his duties interfere with the progress of the work. The local Union shall be notified 24 hours in advance of a steward being laid off.

3.04 The Union has the right to appoint a health and safety representative in accordance with the *Occupational Health & Safety Act*. Such appointment shall be for a specific project.

The health and safety representative shall be paid a premium as set out in the notes of Schedule "A". The employer shall pay such representative for such time spent in health and safety

meetings. In order to receive the premium, the representative must complete the weekly health and safety requirements.

- 3.05 The Union may appoint employees to a Collective Agreement bargaining committee to negotiate renewals of this Collective Agreement. Such bargaining shall normally take place during work hours. All time spent by bargaining committee employees in negotiations, and all time lost as a result of negotiations, up to and including conciliation and mediation shall be paid by the Employer to a maximum combined payment of one hundred and thirty-five (135) hours.
- 3.06 The Union agrees to notify the Employer, in writing, of the names of its officials and the effective dates of their appointment.
- 3.07 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or of concern to the Employer, the Union and the employees. A Union Representative may attend such a meeting if that is requested by an employee.
- 3.08 There shall be no Union activity on the Employer's time or on the Employer's premises except that which is necessary for the processing of grievances and emergency situations and except for that contemplated by Article 3.02.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 During the lifetime of this agreement, the Union agrees that there will be no strike and the Company agrees that there will be no lockout, within the meaning of those terms under the *Labour Relations Act*.

ARTICLE 5 - EMPLOYMENT POLICY

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of manpower 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.
- 5.02 The Employer has the right to hire new employee(s) as needed, provided that no new employee(s) will be hired while there are available employee(s) on layoff who have recall rights and who are qualified to do the work, and that employee(s) return to work as provided for in Article 11.06.
- 5.03 A probationary period of seven hundred (700) hours from the date of hire must be worked for a new employee to obtain regular employment status. During the probation period the Employer will assess an employee's ability and attitude, and may dismiss a probationary employee for a lesser standard, provided the reason for such dismissal is not on prohibited grounds.

ARTICLE 6 - CHECK OFF AND UNION MEMBERSHIP

- 6.01 The Employer agrees to deduct from each employee, from each weekly pay period, an amount equal to the union dues and fees as set by the Union.
- 6.02 The Employer shall remit to the Union the total amount of union dues, fees, and other contributions arising from this Agreement, by no later than the 15th of the month following the month in which such deductions, contributions or payments are made, or earned. The Employer shall include the following information for each employee with each remittance:

- a. Name;
- b. Rate of pay (include hourly premium rates if applicable);
- c. Gross earnings;
- d. Total regular and overtime hours worked;
- e. Total dues and fees deducted, and any contributions or other deductions remitted on behalf of the employee;
- f. Any change in employment classification or status.

6.03 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 for the new employee:

- a. Address;
- b. Telephone;
- c. Date of hire;
- d. Classification.

6.04 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.

6.05 Any employee covered by this Agreement may become a member of the Union if he wishes to do so and may refrain from becoming a member if he so desires.

ARTICLE 7 - WAGES AND RATES OF PAY

7.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A".

7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiations between the Employer and the Union.

- 7.03 An employee who reports for work at the job or assembly point, unless directed not to report and for whom no work is available, shall receive a minimum of three (3) hours reporting time, provided the employee remains on the job for three (3) hours after his designated starting time, unless his supervisor gives permission to do otherwise.
- 7.04 The employees shall be paid weekly, on the Friday following the end of the pay period. Sunday is the first day of the pay period.

ARTICLE 8 - HOURS OF WORK, OVERTIME AND SUNDAY LABOUR

- 8.01 The regular work week shall consist of fifty (50) hours per week, Monday to Friday inclusive. Such hours shall not be construed as a guarantee of hours per week. When the Employer and the affected employees mutually agree to do so, the hours in the work week can be altered to permit leaving the job site early on Fridays.
- 8.02 All work performed in excess of fifty (50) hours per week shall be paid at the rate of one and one-half times (1½x) the regular rate.
- 8.03 Except in extraordinary circumstances, Saturday work will be voluntary. If extraordinary circumstances necessitate work on Saturday, mandatory time worked on Saturday shall be paid at the rate of one and one-half (1 ½) the regular rate of pay for all such hours, irrespective of weekly hours.
- 8.04 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of time and one-half (1½) the regular rate of pay for all such hours, irrespective of weekly hours. Sunday work shall be voluntary.

8.05 Night Shifts

A night shift is defined as any shift where the majority of hours worked by an employee occur between 7:00 p.m. and 6:00 a.m. When an employee is assigned to work a night shift:

- a. The employee shall receive a minimum of six (6) hours pay for each night shift provided the employee remains on the job for six (6) hours after his designated starting time, unless his supervisor gives permission to do otherwise; and
- b. A premium of two dollars and fifty cents (\$2.50) shall be added to the employee's regular rate of pay for all hours paid.

ARTICLE 9 - VACATION AND VACATION PAY

9.01 Employees shall receive vacation pay according to the following chart. Income tax shall be deducted weekly from the employee's earnings increased by the amount of vacation pay.

Length of Service	Vacation Pay	Stat Holiday Pay	Total
0-5 years	4.8%	3.7%	8.5%
Upon completion of 5 years	7.1%	3.7%	10.8%
Upon completion of 15 years	8.3%	3.7%	12.0%

9.02 Vacation periods shall be arranged by mutual agreement between the Employer and each employee.

- 9.03 The Employer agrees to remit the Vacation Pay of each employee to the Union's Employee Trust Fund by no later than the fifteenth of the following 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 at Article 6.
- 9.04 In accordance with the agreement with the Employment Standards Branch, Ministry of Labour, the Board of Trustees of the Union's Vacation Pay Trust Fund is obligated to take any steps which may be available to them either in law or in equity or in bankruptcy as may be necessary or desirable to effect collection from delinquent Employers. All costs incurred in the collection of said payment will be charged to such defaulting Employer.
- 9.05 The Employer agrees to give the auditor of the Union's Trust Fund the privilege to examine that Employer's records concerning hours and monies forwarded to the Union, if and when the auditor so desires. Any date for such an examination will be pre-arranged in writing between the auditor, the Employer and the Union.
- 9.06 The parties agreed that vacation pay shall be deemed to include payment for Public Holidays as defined in the *Employment Standards Act, 2000 (ESA)* as amended from time to time, and that such manner of payment is equivalent to, or greater than any like benefit required by the ESA.

ARTICLE 10 - HOLIDAYS

- 10.01 Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day and Thanksgiving Day shall not be regular working days.

- 10.02 All work performed on such days shall be overtime and paid for at the rate of one and one-half times (1½x) the regular hourly rate.
- 10.03 The Employer shall not schedule Saturday work for the purpose of avoiding a holiday.

ARTICLE 11 - LAYOFFS AND RECALL

- 11.01 Employee lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the status of an employee within its jurisdiction.
- 11.02 Recall/employment rights shall cease for an employee who:
- a. voluntarily quits the employ of the Employer,
 - b. is discharged and such discharge be not reversed through the Grievance Procedure,
 - c. fails to report on the first day following the expiration of a leave of absence, unless he has a justifiable reason,
 - d. is laid off and has no recall rights (see 11.07), or, having recall rights, is laid off for a continuous period of more than six (6) consecutive months,
 - e. is absent from work for two (2) full consecutive work days without notifying the employer by telephone and without a justifiable reason for doing so.
- 11.03 When a reduction of the workforce on a work crew is necessary, probationary employees shall be laid off first. When further

reductions are necessary, the Employer shall be guided by the following considerations:

- a. ability of the employees to perform the available work,
- b. duration of employment of the employees on the work crew.

If the factors in (a), above, are relatively equal, then (b) shall govern, such that the employee with a lesser duration of employment will be laid off first.

- 11.04 The Employer shall give one (1) days' notice of the need for a layoff or one (1) day's pay in lieu of notice. Notice may be given orally by the employee's supervisor. At the request of either party the parties will meet with a Steward present immediately after the giving of such notice to review the situation.
- 11.05 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth, within five (5) workdays after the layoff took place.
- 11.06 Any employee laid off and recalled for work must return within four (4) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make arrangements acceptable to the Employer to return.
- 11.07 Employees who have worked seven hundred (700) hours and returned for a second consecutive season of work shall be deemed to have "recall rights" (see Article 5.02). The recall of employees who hold such rights shall follow the same procedure and considerations as used for the lay off of employees as set out above.
- 11.08 Any appeal in regard to a recall must be taken up under the first step of the Grievance Procedure hereinafter set forth, within five (5) workdays after the recall took place, or within five (5)

workdays after the employee knew or should have known about the recall.

ARTICLE 12 - TRAVEL AND ACCOMMODATION

- 12.01 There shall be a free travel zone around each work site which is measured as sixty-five kilometres (65 km) from the employee's principle place of residence to the work site. This free zone shall be measured as the shortest distance on a paved road and as calculated by Google Maps, or some equivalent program. Employees who reside in the free travel zone shall not be eligible for the accommodation or allowances described at Article 12.02.
- 12.02 When an employee is required to travel to a work site that is more than sixty-five (65) kilometres from the employee's principle place of residence, which shall be measured as the shortest distance on a paved road, and as calculated by Google Maps, or some equivalent program, the Employer shall:
- a. make mutually satisfactory arrangements for accommodation, where required. An employee who would be provided accommodation may elect instead to receive an Accommodation Opt-Out Allowance of fifty dollars (\$50.00) per day rather than stay at the Employer's accommodations;
 - b. provide a Daily Allowance to cover costs of eligible employee's equal to twenty seven dollars and fifty cents (\$27.50) per day upon the first full pay period following ratification and increasing to thirty-four dollars (\$34.00) per day on April 1, (2021), to thirty-six dollars (\$36.00) on April 1, 2022 and increased to thirty-eight dollars (\$38.00) on April 1, 2023. Entry Level Labourers to begin receiving allowance effective April 1, 2019.

- c. in the event that the accommodations provided by the Employer do not contain adequate kitchen facilities, provide with a Daily Meal Allowance of fifteen dollars (\$15.00) per day in addition to the Daily Allowance described in (b) above. "Adequate" kitchen facilities shall be those that provide:
 - i. either a stove, hotplate, or barbeque (the Employer will endeavour to limit the number of people that share a barbeque to four [4]); A barbeque shall not be considered "adequate kitchen facilities" during the winter months, from November 15 to March 1;
 - ii. a refrigerator; and
 - iii. a microwave
- d. an employee that has received the Accommodation Opt-Out Allowance shall not be entitled to the Daily Meal Allowance described in (c) above. An employee that has received the Accommodation Opt-Out Allowance shall not be entitled to the Daily Meal Allowance described in (b) above, if the employee is staying in their primary residence.
- e. in the event that Employer provided lodging as described in paragraph a., above, is farther than sixty-five (65 km) kilometres from the work site, the Employer shall pay each affected employee a travel allowance of fifteen dollars (\$15) per day.
- f. Should an employee find his accommodations unacceptable, the employee shall bring it to the attention of the working foreman or lead hand, which shall prompt a discussion between the employee, foreman/lead hand, and the supervisor and/or a designate to find a solution.

12.03 If the Employer requests an employee who is already at a work site to travel to another work site during the course of a workday, or to report to a different jobsite during the workweek and the employee's car is used for such transportation, the vehicle owner shall be paid forty cents (40¢) per kilometre for such use.

12.04 An employee that must travel to a work site which is in excess of the distance(s) identified in the table below shall receive, once weekly, a travel allowance that is equal to the corresponding lump sum amount found below, in consideration for the cost of weekly travel to and from home, subject to the following:

- a. An employee shall only receive this amount when they travel to their primary place of residence at the end of the work week.
- b. Employees are responsible to report on a form provided by the Employer the distance travelled, for each week that they qualify.
- c. When the Employer has provided accommodations that can be released for the weekend, the employee must advise his supervisor no later than the evening of the preceding Thursday so that such accommodations are not unnecessarily held.
- d. The weekly travel allowance will be forfeited for any week that an employee does not abide by any of the above conditions.
- e. Employees will also receive the amount described in the table on the return trip to their primary place of residence following a layoff.

- f. Employees that must travel in excess of one thousand kilometres (1000km) to report to work following a recall from layoff shall receive the weekly travel allowance.
- g. No travel allowance will be paid to an employee who travels in an Employer provided vehicle.

Distance from Work Site	Weekly Travel Allowance
150-299 km	\$40.00
300-499 km	\$75.00
500-799 km	\$100.00
800-999 km	\$120.00
1000+ km	\$235.00

*All distances shall be measured in the same manner described at Article 12.02 above.

ARTICLE 13 - TOOLS AND SAFETY EQUIPMENT

- 13.01 Employees are responsible to bring to work a hammer, a tape, a pouch, an approved safety hat, and safety boots.
- 13.02 Besides the tools and equipment listed above, the Employer agrees to supply other tools necessary for employees to perform their work.
- 13.03 The Employer shall furnish each employee with all required safety equipment; all of which shall remain property of the Employer and shall be returned to the Employer on the last day an employee works. Failure to return the safety equipment to the Employer will result in a deduction from any money owing to the employee for the value of the unreturned equipment.
- 13.04 Employees that have completed seven hundred (700) hours of work, and who have returned to work in a second consecutive

calendar year shall be eligible each year for a tool/clothing allowance. Upon submission of a proper receipt for the purchase of safety boots, safety clothing, work pants or tools listed in 13.01 above, the Employer will reimburse one hundred percent (100%) of the cost for such items, to a maximum reimbursement of **\$330.00**/calendar year.

Winter Clothing Allowance: Employees who work a cumulative total of 400 hours from December 1 to March 15 shall be eligible for an additional increase of one hundred and twenty-five dollars (\$125.00) to their tool and clothing allowance upon rehire or on April 1 if they were continuously employed.

ARTICLE 14 - REST PERIODS

- 14.01 There shall be two (2) rest periods (or coffee breaks) with pay of fifteen (15) minutes duration each, daily, one in the forenoon and one in the afternoon. When the workday has exceeded twelve (12) hours exclusive of travel time and lunch break, an additional break of fifteen (15) minutes is paid.
- 14.02 Employees shall have an unpaid lunch period of one half (½) hour each day. The Employer shall where practicable provide a sturdy and heated facility for lunch breaks. Where this is not possible, at minimum trucks with working heaters shall suffice. The Employer shall provide toilet facilities with running water or hand sanitizer.

ARTICLE 15 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 15.01 The Employer shall grant leaves of absence without pay for the following reasons for a cumulative maximum period of two (2) weeks.
- a. marriage;

- b. bona fide sickness which prevents the employee from working;
- c. death in the immediate family;
- d. other reasons as mutually agreed between the two parties.

Employees will provide satisfactory medical notes when requested by the Employer. The Employer agrees to only make these requests as permitted by the *Employment Standards Act, 2000*.

15.02 The aforesaid shall not preclude extensions for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.

15.03 The immediate family in this Article shall mean, mother, father, mother-in-law, father-in-law, brother, sister, spouse, fiancé(e), and children and grandchildren of the employee.

15.04 Paid Bereavement Leave

- a. At the discretion of the employee, the employee may take up to three (3) working days leave of absence with twenty-four (24) hours paid in the event of the death of a member of the immediate family (mother, father, mother-in-law, father-in-law, brother, sister, spouse, fiancée, children, or grandchildren);
- b. And, up to two (2) working days unpaid in the event of the death of a member of the extended family (brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, or grandparent).

15.05 An employee shall be granted three (3) days leave of absence at his regular rate of pay for the birth or adoption of an employee's child.

ARTICLE 16 - CLAC HEALTH AND WELFARE TRUST FUND

16.01 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.

16.02 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 Check Off and Union Membership Article 6 and the Union's dues and remittance policy and directive.

16.03 The Employer will cooperate in providing information as necessary for the proper administration of the Trust Fund, including the information outlined in the Check Off and Union Membership Article 6 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.

16.04 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.

16.05 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.

16.06 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".

16.07 Employee Paid Disability Coverage and Premiums

Coverage will include an employee paid long term disability insurance plan. The premiums for disability insurance will be deducted by the Employer from each employee's pay and remitted on the employee's behalf to the Union in accordance with the above Remittances to the Union article and the Union's dues and remittance directive.

The premium amount is deducted from each employee's first cheque each month in an amount indicated by the Union for the cost of the coverage.

Participation in the disability insurance coverage and in the payroll deduction is mandatory and begins upon hire.

The Employer shall cease making payroll deductions to pay for the disability benefit six (6) months after the employee turns sixty-four (64) years of age.

ARTICLE 17 - PENSION PLAN

17.01 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.

17.02 Effective upon the first full pay period following ratification of this Agreement, the Employer agrees to pay the amount specified on Schedule "A" to the Pension Plan for each hour worked by each employee covered under this Agreement. The Employer's contribution to the Pension Plan shall be submitted together with union dues and in the same manner as described in Article 6.

The Employer's sole obligation pursuant to this Article 16, shall be limited to making the payment more particularized herein, for all hours worked.

17.03 Newly hired employees become eligible for participation in the Pension Plan after two thousand (2000) hours are worked by the employee. For newly hired employees who are members of the Union and are hired through the Union's employment assistance service, the employee shall be eligible to participate in the Pension Plan from date of hire.

17.04 The Employer agrees to deduct by way of payroll deduction and remit to the Union 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. A copy of the completed form shall be sent to the Union with the first remittance of such additional voluntary contributions.

17.05 Education and Assistance Fund (EAF)

The Employer shall contribute to the EAF for each hour worked by each employee covered by this Agreement and shall remit such contributions to the Union as set out in Schedule "A".

17.06 The EAF is used to provide Union members with general and specific health and safety training, trade specific training, skills upgrading and training in interpersonal relations and communication skills as well as general assistance to members and contractors. The EAF also pays for related costs of instructional and promotional materials, instructors, facilities, promotion, room and board as well as wage reimbursement. Financial statements are audited.

17.07 Industry Fund

The Employer shall contribute to the Union's Industry Fund an hourly amount as set out in Schedule "A" for each hour worked by each employee covered by this Agreement and shall remit such contributions to the Union as set out in this Article. This fund is used for the promotion of the industry, to promote unionized construction, and for other purposes as determined by the Union to strengthen the position of the Union and its members in the industry.

17.08 The Employer's contribution to the Pension Plan, Education and Assistance Fund and the Industry Fund shall be remitted to the Union together with and in the same manner as union dues, as described at Article 6.

17.09 A penalty fee for late remittances is equal to one percent (1%) of the total amount that should have been remitted per month (excluding Saturday, Sunday and holidays) that the remittance is late.

ARTICLE 18 - LABOUR-MANAGEMENT RELATIONS COMMITTEE

18.01 The Employer and the Union will endeavour to establish and maintain a procedure of regular communication to promote greater understanding and better cooperation regarding all aspects of activity within the enterprise.

18.02 The Employer and/or his designate, and the Union steward(s) serve on the Labour-Management Relations Committee. A Union Representative shall be part of the Committee when in attendance.

18.03 The Committee shall meet as often as deemed necessary to discuss any matters of concern placed before it by either one of the parties to this Agreement. A meeting of the Committee can be called at any time to deal with urgent matters, upon due notice by either party.

18.04 The Committee shall elect a recording secretary whose task shall be to accurately record the proceedings of such meeting. Minutes shall be distributed to the Employer and the Union as well as to the members of the Committee.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.01 The prescribed timelines in this article and anywhere else in this Collective Agreement may be extended by written agreement of the parties.

19.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition that is more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature this limitation period shall not begin to run until the action or condition has ceased.

19.03 A "Group Grievance" is defined as a single grievance, signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at the successive stages of the Grievance Procedure commencing with Step 2. The names of grievors shall be identified on the grievance form.

19.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party at Step 2 of the grievance procedure. 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 his designate.

19.05

Step 1

An employee, or a group of employees as the case may be, having a grievance will, accompanied by a Steward or a Union Representative, submit the same to his immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the fifth (5th) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2

If the grievance is not settled under Step 1, a Union Representative may, within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within ten (10) calendar days after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) workdays following the said meeting.

ARTICLE 20 - ARBITRATION

- 20.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 20.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days, but not later, after receiving the decision at Step 2 of the Grievance Procedure.
- 20.03 Both parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of the Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 18 above and which has not been settled may be referred to a Board of Arbitration at the request of either of the parties.
- 20.04 Within five (5) working days of the request by either party for a Board each party shall notify the other of the name of its appointee.
- 20.05 Should the person chosen by the employer to act on the Board and the person chosen by the Union fail to agree on a third

member as Chairman within five (5) days of notification mentioned in 19.02 above, the Minister of Labour of the Province of Ontario will be requested to appoint a Chairman.

20.06 The decision of the Board of arbitration or a majority thereof shall be binding on the employee, the Union, and Employer.

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

20.08 Each of the parties of this Agreement will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Chairman.

20.09

- a. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance any may not be subject to change in later Steps.
- b. In determining the time which is allowed in the various Steps, Saturdays, Sundays, and Statutory Holidays shall be excluded and any time limits may be extended by Agreement in writing.
- c. If advantage of the provisions of Article 18 and 19 hereof is not taken within the time limits specified therein or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be responded.

- 20.10 By mutual agreement the parties may appoint a single arbitrator who will be invested with the same powers as the board of arbitrators mentioned above.
- 20.11 Notwithstanding the arbitration procedure outlined above, a grievance may, at any time, be referred to the Ontario Labour Relations Board for arbitration under the provisions of the *Labour Relations Act*.

ARTICLE 21 - DISCHARGE, SUSPENSION AND WARNING

- 21.01 When the attitude or performance of any employee calls for a warning by the Employer, such a warning shall be a written one, and a copy of this warning shall be forwarded immediately to the area office of the Union.
- 21.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following the suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

ARTICLE 22 - DURATION

22.01 This Agreement shall be effective on the first (1st) day of April, two thousand and twenty-one (2021) and shall remain in effect until the thirty-first (31st) day of March, two thousand and twenty-four (2024) and for further periods of one (1) year, unless notice shall be given by either party of the desire to elect, change or amend any of the provisions contained herein, within the period from ninety (90) days prior to the renewal date. Should neither party give such notice, this Agreement shall renew for a period of one (1) year.

DATED at _____, Ontario, this ____ day of May, 2021.

Signed on behalf of
Looby Construction Limited

Per _____

Per _____

Signed on behalf of
CLAC Local 53

Per _____

Per _____

SCHEDULE "A"

April 1, 2021

Classification	Hourly	Vacation Pay	Pension	Health Benefits	Ed. Fund	Ind. Fund	Total
Foreperson	34.62	3.74	3.12	1.73	0.20	0.20	43.60
Crane Operator (Lic)	34.84	3.76	3.14	1.73	0.20	0.20	43.87
Carpenter (Lic)	33.18	3.58	2.99	1.73	0.20	0.20	41.88
Formsetter II (3000 FS hrs)	30.98	3.35	2.79	1.73	0.20	0.20	39.24
Formsetter I (4000 hrs)	29.51	3.19	2.66	1.73	0.20	0.20	37.48
Skilled Labourer (2000 hrs)	25.90	2.80	2.33	1.73	0.20	0.20	33.16
Labourer (700 hrs)	23.83	2.57	-	1.73	0.20	0.20	28.53
Labourer Entry	21.82	2.36	-	1.73	0.20	0.20	26.31
Student	18.44	1.99	-	-	0.20	0.20	20.83

April 1, 2022

Classification	Hourly	Vacation Pay*	Pension	Health Benefits	Ed. Fund	Ind. Fund	Total
Foreperson	35.14	3.80	3.34	1.75	0.20	0.20	44.42
Crane Operator (Lic)	35.36	3.82	3.36	1.75	0.20	0.20	44.69
Carpenter (Lic)	33.67	3.64	3.20	1.75	0.20	0.20	42.66
Formsetter II (3000 FS hrs)	31.45	3.40	2.99	1.75	0.20	0.20	39.98
Formsetter I (4000 hrs)	29.95	3.23	2.85	1.75	0.20	0.20	38.18
Skilled Labourer (2000 hrs)	26.28	2.84	2.50	1.75	0.20	0.20	33.78
Labourer (700 hrs)	24.19	2.61	-	1.75	0.20	0.20	28.95
Labourer Entry	22.15	2.39	-	1.75	0.20	0.20	26.69
Student	18.72	2.02	-	-	0.20	0.20	21.14

April 1, 2023

Classification	Hourly	Vacation Pay*	Pension	Health Benefits	Ed. Fund	Ind. Fund	Total
Foreperson	35.84	3.87	3.58	1.77	0.20	0.20	45.47
Crane Operator (Lic)	36.07	3.90	3.61	1.77	0.20	0.20	45.74
Carpenter (Lic)	34.35	3.71	3.43	1.77	0.20	0.20	43.67
Formsetter II (3000 FS hrs)	32.08	3.46	3.21	1.77	0.20	0.20	40.91
Formsetter I (4000 hrs)	30.55	3.30	3.06	1.77	0.20	0.20	39.08
Skilled Labourer (2000 hrs)	26.81	2.90	2.68	1.77	0.20	0.20	34.56
Labourer (700 hrs)	24.68	2.66	-	1.77	0.20	0.20	29.51
Labourer Entry	22.59	2.44	-	1.77	0.20	0.20	27.20
Student	19.09	2.06	-	-	0.20	0.20	21.55

*Vacation Pay shown at 10.8%

Notes:

1. **Lead Hand designation-** A premium of two dollars and twenty-five cents (\$2.25) per hour, for all classifications. The designation of a Lead Hand shall be at the discretion of the Employer.
2. **Licensed Crane Operators** will continue to be provided with a company truck for business use, subject to the Looby Construction Ltd. Vehicle policy. Abuse of company vehicles by any employee may result in the forfeiture of the privilege of using company vehicles by that employee.
3. **Labourers** – Advancement through the labourer classifications shall be as follows;
 - a. Entry level labourer – A labourer with less than 700 hours of service.
 - b. Labourer - A labourer with between 701 and 2000 hours of service.
 - c. Skilled Labourers – a labourer with more than 2001 hours of service.
4. **Formsetter I** - This wage rate will be available upon:
 - a. The completion of 4000 hours; and
 - b. Upon a successful review/evaluation of the employee by the Employer. Reviews for Formsetter 1 shall be completed within four (4) weeks, when practicable, of the employee requesting a review in writing to the employee’s supervisor. A successful review will be achieved when the Employer determines that the employee is able to demonstrate proficiency in:
 - i. The layout, assembly and installation of concrete formwork, of the kind of formwork normally used by the Employer; and

- ii. Concrete finishing of the type normally performed by the Employer.

An employee that believes he has received an inadequate review may appeal the decision of his supervisor, in writing to the Employer. An employee who receives an unsatisfactory review will not be able to request a new review, for the purpose of progressing to the Formsetter rate, until the following calendar year.

5. **Formsetter II** – This wage rate will be available upon completion of 3000 hours as a formsetter.
6. **Students** - A student is an employee who is enrolled in secondary or post-secondary studies and is employed only for the summer vacation period or other school breaks or employed on a part-time or casual basis during the school year, or is a person participating in a co-op program through a secondary or post-secondary educational institution, unless otherwise mutually agreed by the parties.
7. **Red-Circling** - Where, at the time of ratification of this Agreement, an employee is paid a rate above the rates contained in this agreement, that employee shall receive only an increase of one and four-tenths of a percent (1.4%) to his existing rate, effective as of the date of signing of this Agreement. Thereafter the employee shall be red-circled at that rate with yearly increases of one percent (1%) until the rates in this agreement exceed his rate, at which time he shall be paid the rates in this Agreement.
8. **Operator Premium** - The Employer shall designate employee(s) to operate small and medium size equipment such as, but not limited to, the zoom boom, skid-steer/tele-handler, and loader/excavator. The Employer shall increase the hourly rate of such employee by one dollar and fifty cents (\$1.50) per hour. In order to receive the

premium, the employee must complete the daily reporting and maintenance requirements, as directed by the Employer.

Employees that have not been deemed an operator prior to the effective date of this Collective Agreement must acquire all training relevant to an operator that is provided by the Employer and must also hold a valid training certificate or training for a rough terrain lift trucks (Class VII) and Power Elevating Work Platforms.

9. **Truck Driver** - The Employer shall designate a truck driver(s) who shall have either a DZ or AZ license endorsement. The Employer shall increase the hourly rate of such employee by one dollar and fifty cents (\$1.50) per hour. In order to receive the premium, the employee must complete the daily reporting and maintenance requirements, as directed by the Employer.
10. Health and Safety Representative Premium – a premium of one dollar (\$1.00) per hour shall be paid to Health and Safety Representatives, provided they meet the requirements as set out in Article 3.04.

SCHEDULE "B"

Scope of Agreement

In accordance with certificates issued to the Union by the Ontario Labour Relations Board, and pursuant to various voluntary recognition agreements between the parties, the Employer recognizes the Union as the authorized bargaining agent for, and that this Collective Agreement shall apply to all classifications identified in Article 2.01 of the Collective Agreement, for the sectors of the construction industry, and regions of Ontario, as identified below:

1. All sectors of the construction industry in the Regional Municipality of Waterloo (except that portion of the geographic Township Beverly annexed by North Dumfries Township), (OLRB Area #6); and
2. All sectors of the construction industry in the County of Wellington, (OLRB Area #7); and
3. All sectors of the construction industry in Prince Edward County, the geographic Townships of Lake, Tudor and Grimsthorpe and all lands south thereof in the County of Hastings and the geographic Townships of Percy and Cramahe and all lands east thereof in the Country of Northumberland, (OLRB Area #12), excluding the industrial, commercial and institutional sector; and
4. All sectors of the construction industry within a radius of 33 kilometres of the North Bay post office, (OLRB Area #16), excluding the industrial, commercial and institutional sectors; and
5. All sectors of the construction industry in the Town of Kirkland Lake and the geographic Townships adjacent thereto in the District of Temiskaming, (OLRB Area #20), excluding the industrial, commercial and institutional sectors; and

6. All sectors of the construction industry in the County of Grey, (OLRB Area #28), excluding the industrial, commercial and institutional sectors; and
7. All sectors of the construction industry in the United Counties of Stormont, Dundas and Glengarry, (OLRB Area #31), excluding the industrial, commercial and institutional sectors; and
8. All sectors of the construction industry in Armour Township and the adjacent Townships, that is, Strong Township, Joly Township, Kearney Township, Perry Township, McMurrich/Monteith Township, Ryerson Township and the Municipality of Magnetawan, excluding the industrial, commercial and institutional sectors; and
9. All sectors of the construction industry in Casey Township and in Brethour Township and in the adjacent Townships, that is, Harley Township, Ingram Township, Pense Township, Hams Township and the city of Temiskaming Shores which is the amalgamation of the town of New Liskeard, the town of Haileybury and Dymond Township, excluding the industrial, commercial and institutional sectors; and
10. All sectors of the construction industry in the Town of Mattawa and the geographic townships of Papineau-Cameron and Mattawan; and
11. All sectors of the construction industry in the Counties of Oxford, Perth, Huron, Middlesex, Bruce and Elgin, (OLRB Area #3); and
12. All sectors of the construction industry in the County of Brant and that portion of the regional municipality of Haldimand-Norfolk coming within the former County of Norfolk, (OLRB Area #4); and
13. All sectors of the construction industry in the County of Renfrew (OLRB Area #14); and

14. All sectors of the construction industry in Gross Township and the adjacent Townships of Blain Township, Eby Township, Burt Township, Holmes Township, Flavelle Township, Willison Township, Davidson Township and Sharpe Township; and
15. All sectors of the construction industry in the County of Lanark, the geographic townships of South Crosby, Bastard, Kitley, Wolford, Oxford (on Rideau) and South Gower and all lands north thereof in the United Counties of Leeds and Grenville (OLRB Area #13); and
16. All sectors of the construction industry in the Regional Municipality of West Nipissing, and the adjacent townships thereof; and
17. All sectors of the construction industry in the Township of Nipissing, and the adjacent townships thereof; and
18. All sectors of the construction industry in the County of Peterborough (except for the geographic township of Cavan), the County of Victoria (except for the geographic Township of Manvers) and the provisional County of Haliburton (Board Area #11); and
19. All sectors of the construction industry in Regional Municipality of Durham (except for the Towns of Ajax and Pickering), the geographic Township of Cavan in the County of Peterborough and the geographic Township of Manvers in the County of Victoria (Board Area #9); and
20. All sectors of the construction industry in the County of Simcoe and the District Municipality of Muskoka (OLRB Area #18), but not including construction labourers at work in the industrial, commercial and institutional sector, the roads sector and all construction employees engaged in utility construction; and
21. All sectors of the construction industry in the geographic township of Opatatika, and the adjacent and surrounding townships of

- Barker, Mattice-Val Cote, McCowan, Neely, Val Rita-Harty, Cumming, Parnell, and Shearer, save and except non-working foremen, persons above the rank of non-working foreman, office clerical staff; and
22. All sectors of the construction industry in that portion of the District of Algoma south of the 49th parallel of latitude (OLRB Area #21), save and except non-working foremen, persons above the rank of non-working foreman, office and clerical staff.
 23. All sectors of the construction industry in the County of Lennox and Addington, the County of Frontenac and the geographic Townships of Rear Leeds and Lansdowne, Rear of Yonge and Escott, and all lands south thereof in the United Counties of Leeds and Grenville, (OLRB Area #29); and
 24. All sectors of the construction industry in the County of Essex and the Municipality of Chatham-Kent, (OLRB Area #1); and
 25. All sectors of the construction industry in the District of Parry Sound (OLRB Area #33), excluding the industrial, commercial and institutional sectors; and
 26. All sectors of the construction industry in the District of Cochrane south of the 50th parallel of latitude (OLRB Area #19), excluding the industrial, commercial and institutional sectors.
 27. The City of Ottawa and the United Counties of Prescott and Russell (OLRB Area #15).

LETTER OF UNDERSTANDING

Between
LOOBY CONSTRUCTION LIMITED

and
CONSTRUCTION WORKERS, CLAC LOCAL 53

EXTENDED DAY SHIFTS

An "Extended Day Shift" is defined as any day shift (non-night shift) where total hours worked exceed twelve (12) consecutive hours in a day. Any hours worked before 6 a.m. or after 7 p.m. as part of an "Extended Day Shift" shall command a premium of five dollars (\$5.00/hour) per hour. Extended Day Shift Premium shall not be combined with any other shift premiums.

CAMBRIDGE MEMBER CENTRE

45 Commerce Crt
Cambridge, ON N3C 4P7

T: 519-653-3002

TF: 877-701-2522

F: 519-653-3004

cambridge@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC TRAINING

1-877-701-2522

CLAC BENEFITS

1-800-463-2522

CLAC JOBS

1-877-701-2522

clac.ca/myCLAC