

# **COLLECTIVE AGREEMENT**

Between

**LEDCOR PROJECTS EASTERN LIMITED**

and

**CHRISTIAN LABOUR ASSOCIATION  
OF CANADA**

**JANUARY 1, 2019 - FEBRUARY 29, 2020**

# **COLLECTIVE AGREEMENT**

**Between**

**LEDCOR PROJECTS EASTERN LIMITED**

**(hereinafter referred to as "the Employer")**

**and**

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

**(hereinafter referred to as "the Union")**

**DURATION: JANUARY 1, 2019 - FEBRUARY 29, 2020**

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## **COLLECTIVE AGREEMENT**

### **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b. to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
  - c. to establish an equitable system for the promotion, transfer, layoff and recall of employees;
  - d. to establish a just, prompt and equitable procedure for the disposition of grievances;
  - e. and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.
- 1.02 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for improved labour-management relations:
- a. the industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of a management;
  - b. the economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment, and in the adequate development of research, production and marketing;

- c. the enterprise requires authority relationships under a strong central leadership or management;
  - d. a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.
- 1.03 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.
- 1.04 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder which shall continue in full force and effect and be considered as if this Agreement had been executed without the invalid portion.
- 1.05 In recognition of the mutual contribution to this Agreement and their shared responsibility in the enforcement and administration of this Agreement, the parties agree to equally share in the printing costs of this Collective Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all carpenters, carpenter apprentices and construction labourers, all employees engaged in the operation of cranes, shovels, bulldozers or similar equipment, those primarily engaged in the repairing or maintaining of same, and employees engaged as surveyors in the employ of the Employer in all sectors of the construction industry in the Province of Ontario save and except non-working foremen,

persons above the rank of non-working foreman and sales and office staff.

- 2.02 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.03 It is understood and agreed that the wage rates and other provisions set out in this agreement may be amended by mutual agreement if there are significant changes in the industry, for specific projects or to enable the Employer to compete with non-union competition and/or with other specific union project agreement rates. Either party agrees to have representatives meet for discussions within thirty (30) days of receiving the request from the other party. Any amendments resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a representative of the Union.

### **ARTICLE 3 - MANAGEMENT'S RIGHTS**

- 3.01 The Employer's rights include but are not limited to the following provided such actions are consistent with the further terms of this Agreement:
- a. to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its employees; to discipline and discharge employees for just cause.

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- b. to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit.
  - c. 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, without interference.
- 3.02 The sole and exclusive jurisdiction over operations, building, machinery, equipment shall be vested in the Employer.
- 3.03 The Employer may contract out where:
- a. it does not possess the necessary facilities or equipment;
  - b. it does not have and /or cannot acquire the required manpower;
  - c. it does not have in its employ a sufficient quantity of employees who are qualified to complete a project within projected time limits; and,
  - d. provided that contracting out additional work opportunities, (work that is not already part of the scope of work assigned through the original tender process) does not result in the layoff of employees qualified to

perform the work and provided that no qualified employees are already laid off and available to do the work.

- 3.04 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Representative may attend such meetings.

#### **ARTICLE 4 - UNION REPRESENTATION**

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

##### **Representatives**

Duly appointed representatives of the 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 other rights under this Agreement and under the law. Stewards shall not act in this capacity. The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.

Representatives will have access to visit job sites or convening yards during normal working hours subject to the following:

- a. The Representative shall identify themselves to the appropriate Management personnel upon arriving at a job site.
- b. In no case will such Representative interfere with the progress of work.



- c. The Representative's access to the job site will be subject to the client and Employer's site protocol.
- d. The Representative will conduct all business in a non-working section of the site unless otherwise approved by the Employer.

4.02 There shall be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

4.03 **Stewards**

The Union has the right to select or appoint Union Stewards ("Stewards") to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to administer the Collective Agreement. There shall be one steward, unless the parties agree otherwise.

Stewards will receive the hourly premium as set out in the Schedule "A" for all hours worked. The Union will advise the Employer, in writing, of the name of the Steward. The premium will take effect upon written notification from the Union. The effective date will be the pay period following the notification.

The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their

immediate Supervisor. Such permission will not be unreasonably withheld.

The Employer will pay Stewards at their regular hourly rate for time spent attending such duties during their working hours.

**4.04 Negotiating Committee**

The Union has the right to appoint a negotiating committee. Employees to a maximum of four (4) on the committee shall be paid by the Employer at their regular hourly rates for all time spent on negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned.

**ARTICLE 5 - STRIKES OR LOCKOUTS**

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

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

**ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

6.01 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.

- 6.02 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee shall be referred by the Employer to a Steward or a Representative in order to give such Steward or Representative an opportunity to describe the Union purposes and representation policies to such new employees.
- 6.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 6.04 Before hiring a new employee, the Employer will first consider any employee on layoff, who is within the recall period referenced in Article 10.01 d. An employee to be recalled must, in the opinion of the Employer, possess the qualifications to perform the available work and must live within a reasonable distance of the project such that the worker can commute to work daily.
- 6.05 The Employer shall, as a matter of policy, promote from within the existing workforce whenever possible, at the Employer's discretion. Employees who are interested in transferring to another position shall advise the Employer of such interest by filing a request for transfer with the Employer.

6.06 New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status subject to the availability of work.

Discharge or layoff of a probationary employee shall not be subject to the grievance procedure or arbitration.

6.07 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Employees laid off and recalled by the Employer within six (6) months of previous employment shall not serve a new probationary period.

#### **ARTICLE 7 - UNION DUES AND REMITTANCES**

7.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as described within the Employer Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owing by an employee to the Union upon being hired.

7.02 The total amount(s) checked off and/or deducted on behalf of the Union will be remitted by the Employer to the Union by the twentieth (20<sup>th</sup>) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.

7.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

7.04 The Employer shall remit dues monthly and shall include on such remittance the following information for each employee:

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

7.05 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:

- a. complete mailing address;
- b. primary telephone;

7.06 All contributions and deductions pursuant to Article 16 - Health and Welfare Plan, Article 17-Pension Plan, Article 18- Education and Training Fund, and Article 19- Industry Fund shall be remitted together with and in the manner described for union dues, as set out in Article 7.

7.07 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.

7.08 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal

guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.

## **ARTICLE 8 - WAGE & AREA RATES OF PAY**

8.01 Wage schedules and job classifications are set forth in Schedule "A", attached hereto and made part hereof. Employees shall be classified and paid according to the classification in which they are regularly employed.

8.02 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.

When inclement weather, including extremely high temperatures, makes it impossible to work, the Employer agrees to continue paying the employees at their regular hourly rate until their immediate Supervisor advises the employees to discontinue work and go home. Employees shall be obligated to contact the timekeeper or their immediate Supervisor before going to work in cases of inclement weather.

### **8.03 Show-up Time**

An employee who reports to work in the usual manner without having been notified that there is no work available and is sent home because of lack of work before he has worked four (4) hours shall receive a minimum of four (4) hours pay at their prevailing hourly rate. Each employee must

inform the Employer of a means of being contacted on short notice.

- 8.04 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.
- 8.05 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.

#### **ARTICLE 9 - HOURS OF WORK & OVERTIME**

- 9.01 A regular work week shall consist of forty-four (44) hours worked between Monday and Saturday.
- 9.02 Employees shall be paid at the rate of one and one-half times (1 ½x) the regular rate for all hours worked beyond ten (10) hours per day or beyond forty-four (44) hours per week.
- 9.03 There shall be two (2) paid coffee breaks of fifteen (15) minutes on each shift, one in the first half of the shift and one in the second half of the shift. Employees will be given a meal period of one half (½) hour per shift but such period shall not be considered as time worked. Employees shall be entitled to an additional paid coffee break for every four (4) hours worked beyond the second half of the shift.
- 9.04 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.

9.05 When employees and their immediate Supervisor agree to modify the work schedule or to implement rotating shifts on a project, the Employer shall notify the Representative of the agreed upon project schedule. Any such project schedule shall include the provision to pay overtime rates of one and one-half times (1½x) an employee's regular rate after forty-four (44) hours worked per week, regardless of the days of the week being worked.

## **ARTICLE 10 - LAYOFFS**

10.01 Employment rights pursuant to this Agreement shall cease and employment be deemed terminated when an employee:

- a. voluntarily quits the employ of the Employer;
- b. is discharged, and such discharge is not reversed through the grievance procedure;
- c. fails to report for work as scheduled for more than two (2) consecutive work days without having a justifiable reason for such failure to report;
- d. is laid off for a period of more than six (6) consecutive months or leaves the bargaining unit for a period greater than six (6) 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 their recall without just cause.

10.02 The Employer shall give an employee four (4) hours notice of layoff, when possible, or four (4) hours pay in lieu thereof.

10.03 In case of layoffs the Employer shall be guided by the following considerations (not necessarily in this order):



- The efficiency and productivity level of the employee
  - The length of service of the employee
  - The ability of the employee
  - The willingness to travel of the employee
- 10.04 The Employer shall not be required to give any notice or pay in lieu of layoff notice when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 10.05 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 11 - VACATION & HOLIDAY PAY**

- 11.01 Unless otherwise noted in this Agreement, all employees shall be entitled to receive an amount equal to six percent (6%) of their total gross earnings in vacation pay.
- 11.02
- a. The vacation for all employees will be remitted monthly by the Employer to the Union's Vacation Pay Trust Fund, together with an itemized list of the employees for whom remittances are made and the amount of vacation pay remitted for each.
  - b. Remittances to the Vacation Pay Trust Fund shall be made promptly by the twentieth (20th) of each month for the credited amounts in the previous month.
- 11.03 The Employer will endeavour to grant vacations at the times requested in the vacation season or periods considering

business requirements. Permission for vacation requests shall not be unreasonably withheld. In the event that a vacation request cannot be granted the Employer agrees to grant an alternative time when such vacation request can be granted. Vacation requests shall be made in writing by the employee and shall be granted on a first come first served basis by a written response.

## **ARTICLE 12 - HOLIDAYS & VACATION**

12.01 Work shall not normally be performed on the following holidays:

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

12.02 The Employer will pay employees an amount equivalent to four percent (4%) of gross wages as payment for Public Holiday pay. This payment shall be included with vacation pay and remitted together with vacation pay to the Union in accordance with Article 11.02.

Employees required to work on one of the above Public holidays will receive overtime pay at one and one half times (1½ x) their regular rate of pay for all hours worked in addition to the holiday pay outlined in Article 12.02.

## **ARTICLE 13 - TRANSPORTATION, TRAVEL AND SUBSISTENCE**

13.01 It is recognized by the Employer and the Union that the purpose of transportation, travel, and accommodation allowances, as established in this Article, is to provide a fair

means of compensating employees for additional expenses they incur while working on projects beyond a reasonable distance from their residence.

13.02 There shall be a free travel zone of a fifty (50) km radius around Ottawa City Hall. An employee at work on a project within this free zone shall receive no travel payment, unless the employee is required to travel to more than one (1) project in a day, in which case the Employer shall pay fifty two cents (52¢) per kilometre travelled, as well as the hourly wage rate for all such travel time.

13.03 For all projects outside the free zone, the parties shall use the “Pre-Job Conference” language of this Agreement to establish daily travel rates, as appropriate to the project.

13.04 Where adequate parking is not available on site or made available by the employer, the employer will reimburse employees for reasonably incurred and demonstrated parking expenses. Such expenses shall be submitted on a regular basis and will be paid within two (2) weeks of submission.

## **ARTICLE 14 - UNION-MANAGEMENT COMMITTEE**

### **14.01**

- a. In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months or as required during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:

- i. safety measures;
    - ii. hiring policies;
    - iii. training and promotion
    - iv. matters that affect the working conditions of the employees.
    - v. discipline and discharge policies
  - b. The Employer and the Union shall each appoint representatives to the Union-Management committee. Meeting notes will record the business of each meeting, and copies will be distributed as the committee determines.
- 14.02 A committee member, attending the Union-Management meetings during regular working hours, shall be entitled to their regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay the employee their regular straight time hourly rate of pay for time spent attending such meetings. Time spent in said meetings will not be used to calculate the total number of regular hours in a week, for the purposes of determining overtime eligibility.
- 14.03 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

**ARTICLE 15 - HEALTH AND SAFETY**

15.01

- a. The Employer agrees to make practicable provisions for the safety and health of its employees on its job sites and shop during the hours of their employment.
- b. The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership.
- c. It is the intent of the parties to have working conditions that are safe and healthy.

15.02 The Union-Management committee outlined in Article 14 shall also serve as a Health and Safety committee with the addition of the Health and Safety Representatives. The committee shall meet at a time mutually agreeable to the parties. The meeting shall be directed to matters concerning the correction of unsafe conditions and practices and the maintenance of the co-operative interest in the safety of the workforce. The Employer shall maintain a record of the meetings and the matters discussed.

The Health and Safety committee shall make inspections of all job sites at its discretion.

15.03 An employee who is injured on the job during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of their shift.

15.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer. Should an employee require hospitalization for a

period of more than one (1) week the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.

15.05 Following a serious accident or an incident which could have resulted in a serious accident, the Employer will notify the Union.

**15.06 Modified Work Programs**

a. If an employee is injured on the job and requires medical attention the employee is entitled to Modified Work and he shall inform the attending Physician of the same. The Employer reserves the right to require a second medical opinion by a Physician selected by the Employer.

b. The Employer shall inform the Physician of the types of Modified Work available to the employee and shall make the same available to the employee with the Physician's approval.

15.07 Where the Company is required by the *Occupational Health and Safety Act* to have a certified Employee Health and Safety Representative on site, the Company agrees to pay the acting Representative a premium per hour in addition to their regular rate as set out in Schedule "A".

**ARTICLE 16 - HEALTH AND WELFARE PLAN**

16.01 The Employer agrees to pay, beginning with the first (1st) day of employment, an amount per hour worked by each regular employee covered by this Agreement as set out in Schedule "A", as an irrevocable contribution to the Union's Health and Welfare Plan.

16.02 The Employer will deduct from each employee and remit to the Union office in a manner consistent with Article 16.03, an amount equivalent to the cost of a Long Term Disability insurance.

16.03 The Union commits itself to keep each employee for whom the Employer has remitted covered for this benefit as long as there is enough money on the individual's account.

In case there is not enough money on the employee's account, the employee will be notified by the Union and given an opportunity to remain covered under a pay direct basis.

## **ARTICLE 17 - PENSION PLAN**

### **17.01**

- a. The Employer agrees to contribute to the CLAC Pension Plan (the Pension Plan), an amount calculated as a percentage of each eligible employee's base hourly rate, for all hours worked.
- b. The Employer will deduct such voluntary contributions from the employee's earnings and remit such monies to the plan. Such voluntary contribution amounts shall be indicated to the Company in advance of each scheduled increase year.

17.02 The Employer's contributions to the pension plan shall be non-refundable, and shall be vested in the employee on whose behalf the contribution was made, in accordance with the terms of the plan.

17.03 Withdrawal of funds and payouts from the plan shall be subject to law and the terms of the plan.

- 17.04 Employees on whose behalf contributions are made to the plan shall receive an annual statement from the plan, mailed to their last address on record with the plan administrator, showing their accumulated benefits to date and the amounts contributed during the year covered by the statement.
- 17.05 Where legislation prohibits contributions being made to the Union sponsored Pension Plan because of an employee's age, the Employer will instead pay an amount equivalent to the contributions outlined in 17.01 to that employee on each paycheque. This payment, in-lieu of Pension Plan contributions, will not be less than the amount that employee would have received if they were still eligible for contributions to the Union Sponsored Pension Plan.

#### **ARTICLE 18 - EDUCATION AND TRAINING FUND**

- 18.01 The Employer agrees to contribute the amount per hour as set out in Schedule "A" to the Union Education and Training Fund for all hours worked by all employees.
- 18.02 Contributions to the Fund will be used by the Union to assist members in exercising their right to work and have access to jobsites, to educate and instruct members in the competent and safe practice of their trade and to instruct Stewards in the practice of progressive labour relations on behalf of the members.

#### **ARTICLE 19 - INDUSTRY FUND**

- 19.01 The Employer shall contribute and remit an amount as set out in Schedules "A" to the Union's Industry Fund for each hour worked by each employee covered by this Agreement.



- 19.02 The Industry Fund is used to promote the CLAC model of open shop unionized construction representation. This is affected by industry development, focusing on owners and purchasers of construction services advocating at municipal and provincial government, representing open shop Union principles at industry conferences and events, and advising the Union leaders, including staff and Stewards of opportunities and means to promote the CLAC model. The Fund is used as determined by the Union to strengthen the position of the Union, its members and contractors.
- 19.03 The Industry Fund is not used to fund a grievance or any legal proceeding against any contractor signatory to CLAC or an affiliated local.

## **ARTICLE 20 - TOOLS**

- 20.01 All employees shall supply their own hand tools common to their trade. Labourers shall supply their own tool belt, tape measure and hammer. Specialty tools shall be provided by the Employer.
- 20.02 The employees shall be held responsible for all tools issued to them by the Employer.

## **ARTICLE 21 - PROTECTIVE EQUIPMENT**

- 21.01 All employees shall wear safety hats to be made available by the Employer.
- 21.02 The Employer will furnish employees with safety equipment (including safety glasses, etc.) and rain gear if and when required. Said equipment shall remain the property of the

Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer furnished items.

## **ARTICLE 22 - LEAVES OF ABSENCE AND BEREAVEMENT PAY**

22.01 The Employer shall grant leaves of absence without pay 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. Union activity other than this establishment. Union sponsored courses, conference, or hearings;
- e. the birth, or adoption of an employee's child.

22.02 Normally a personal leave of absence as described above shall not exceed one (1) week, unless a longer period of time is granted by the Employer.

### **22.03 Bereavement Leave**

An employee shall be granted three (3) days leave of absence with pay at their regular straight time hourly rate for eight (8) hours per day to make arrangements for and to attend the funeral of their parents or step parents, parents of their spouse, spouse or common-law spouse, child, brother, brother-in-law, sister, sister-in-law, grandparent or grandchild.

22.04 Employees who fail to report for work as scheduled without giving a justifiable reason shall be deemed to have voluntarily quit.

**ARTICLE 23 - GRIEVANCE PROCEDURE**

23.01 The parties to this Agreement recognize the Stewards and the Representatives specified in Article 4 as the agents through which employees shall process their grievances and receive settlement thereof.

23.02 A Grievance shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

A Group Grievance is defined as a single grievance, signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.

A Policy Grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement.

A Policy Grievance shall be signed by a Steward or a Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.

23.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean days on work days.

23.04 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance occurred. If the action or condition is of a continuing

or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement. If the Employer does consider or process a grievance which has been presented late, the Employer shall not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

- 23.05 No employee shall have a grievance until they have discussed their complaint with their immediate Supervisor. If the employee's immediate Supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

**Step 1**

Subject to the conditions of Article 6.05, if a grievance is to be filed it shall, within the five (5) work days referred to in Article 23.04 above, be reduced to writing and shall be presented to the designated Employer representative by a Steward or a Representative. The designated Employer representative shall notify the Union representative of their decision in writing not later than five (5) work days following the day upon which the grievance was submitted.

The grievance referred to above shall identify:

- a. the facts giving rise to the grievance;
- b. the section or sections of the Agreement claimed violated;
- c. the relief requested;

and shall be signed by the employee or employees involved.

**Step 2**

If the grievance is not settled in Step 1, a Representative shall within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the designated Employer Representative. A meeting will be held between the Steward or Representative together with the griever involved and the designated Employer Representative and other representatives of the Employer. This meeting will be held within five (5) working days of the presentation of the written grievance to the designated Employer representative. The Employer shall notify the Steward or Representative of their decision in writing within five (5) work days of such meeting.

**Step 3**

In the event that the grievance is not settled at Step 2 the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) work days of the delivery of the decision in Step 2 to the Steward or Representative but not thereafter.

**23.06 Union Policy Grievance or Employer Grievance**

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Employer and the Union shall be held within five (5) work days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 23.05 hereof. The Employer or the Union, as the case may be, shall give its written decision within five (5) work days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision and the arbitration section of this Agreement shall be followed.

If the Employer is not advised of the Union's intention to proceed to arbitration within five (5) work days, the Employer shall not be liable for any damages during the foregoing fifteen (15) work day period.

The provisions of this paragraph 23.06 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Articles 23.04 and 23.05 hereof shall not thereby be bypassed.

## **ARTICLE 24 - ARBITRATION**

- 24.01 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairperson. If they are unable to agree upon a Chairperson within seven days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairperson.
- 24.02 No person may be appointed as Chairperson who has been involved in an attempt to negotiate or settle the grievance.
- 24.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson of the Arbitration Board governs.

- 24.04 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 24.01, the party not in default may, upon notice to the party in default, appoint a Single Arbitrator to hear the grievance and their decision shall be final and binding upon both parties.
- 24.05 It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 23 and 24 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 24.06 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 24.07 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which, in its opinion, is just and equitable. This cause shall not apply to the discharge of a probationary employee.
- 24.08 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairperson of the Arbitration Board.

- 24.09 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 23.05 hereof.
- 24.10 When the parties agree that a sole arbitrator is preferred to a panel, the references herein to a Board of Arbitration or the Chairperson shall be deemed to mean a sole arbitrator.
- 24.11 Notwithstanding the arbitration procedure outlined above, a grievance after the second step in the grievance procedure may be referred to the Ontario Labour Relations Board for arbitration under the provisions of the Labour Relations Act.

## **ARTICLE 25 - WARNING, SUSPENSION AND DISCHARGE**

- 25.01 Whenever possible, a steward shall attend all meetings of a disciplinary nature. When a steward is not available, the Employer will make reasonable attempt to contact the union representative.
- 25.02 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include:
- a. The refusal by an employee to abide by Safety Regulations;
  - b. The use of illegal narcotics or alcohol, reporting for work while under the influence of such substances or the possession of such substances while on the job site;
  - c. The refusal by the employee to submit to a drug test when asked to do so on reasonable grounds.



## **ARTICLE 26 - COLLECTIVE AGREEMENT AMENDMENTS**

### **26.01 Pre-job Conferences**

The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, a pre-job conference will be held to determine all site-specific issues as outlined in the Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.

26.02 A copy of the pre-job conference report will be provided to the Employer and the Union.

## **ARTICLE 27 - DURATION**

27.01 This Agreement shall be effective on the first (1st) day of January, two thousand and nineteen (2019) and shall remain in effect until the twenty-ninth day of February, 2020, and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

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

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

**LEDCOR PROJECTS EASTERN LIMITED**  
**COLLECTIVE AGREEMENT JANUARY 1, 2019 – FEBRUARY 29, 2020**

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DATED at \_\_\_\_\_, ON, this \_\_\_\_ day of \_\_\_\_\_, 2019

Signed on behalf of  
**LEDCOR PROJECTS EASTERN LIMITED**

Per \_\_\_\_\_  
Authorized Representative

Per \_\_\_\_\_  
Authorized Representative

Signed on behalf of  
**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

Per \_\_\_\_\_  
Authorized Representative

Per \_\_\_\_\_  
Authorized Representative

**LEDCOR PROJECTS EASTERN LIMITED**  
**COLLECTIVE AGREEMENT JANUARY 1, 2019 – FEBRUARY 29, 2020**

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**SCHEDULE "A"**  
**CLASSIFICATIONS AND HOURLY RATES**  
**JANUARY 1, 2019**

<b>Classification</b>	<b>Base Wage</b>	<b>Vac/Stat 10%</b>	<b>Health and Welfare</b>	<b>Pension 6%</b>	<b>Training Fund</b>	<b>Industry Fund</b>	<b>Total</b>
Carpenter	\$37.88	\$3.79	\$1.65	\$2.27	\$0.20	\$0.10	\$45.89
Unlicensed Carpenter/Formsetter	\$34.09	\$3.41	\$1.65	\$2.05	\$0.20	\$0.10	\$41.50
Equipment Operator	\$32.25	\$3.23	\$1.65	\$1.94	\$0.20	\$0.10	\$39.37
Labourer "A" (skilled)	\$32.25	\$3.23	\$1.65	\$1.94	\$0.20	\$0.10	\$39.37
Labourer "B" (semi-skilled)	\$29.00	\$2.90	\$1.65	\$1.74	\$0.20	\$0.10	\$35.59
Labourer "C" (common)	\$25.00	\$2.50	\$1.65	\$1.50	\$0.20	\$0.10	\$30.95
Labourer "D"	\$22.50	\$2.25	\$1.65	\$1.35	\$0.20	\$0.10	\$28.05
Labourer "E"	\$19.00	\$1.90	\$1.65	\$1.14	\$0.20	\$0.10	\$23.99

**Wage Premiums:**

- 1. Lead Hand Premium** \$1.50/hr. above Journeyperson Rate,  
Labourer A and B
  
- 2. Foreman Premium** \$2.50/hr. above Journeyperson Rate,  
Labourer A and B
  
- 3. Certified Health & Safety Rep** \$1.30/hr above applicable rate

The following premiums shall be paid as follows and will not be added to the base wage:

<b>Stewards premium</b>	\$0.50/hr	Toolbox Level 1
	\$0.75/hr	Toolbox Levels 1 & 2
	\$1.00/hr	Toolbox Levels 1, 2 & 3
<b>Shift Premium</b>	\$1.50/hr (when majority of hours worked are after 6:00 p.m. and before 6:00 a.m.)	
<b>Apprentices</b>	1st year minimum 50% of Journeyperson Rate 2nd year minimum 60% of Journeyperson Rate 3rd year minimum 70% of Journeyperson Rate 4th year minimum 80% of Journeyperson Rate 5th year minimum 90% of Journeyperson Rate	

**Redcircling:** Any employee hired before March 1<sup>st</sup>, 2019 at a rate that is higher than the stated rate for that classification shall be red-circled and shall receive any negotiated annual increases for so long as the employee remains in that classification.

**SCHEDULE “B”  
 CLASSIFICATION DEFINITIONS**

Classification	Experience/ Skills	Training
<b>Equipment Operator</b>	Operators of: backhoes under 100 HP, tractor backhoes, graders, trenching machines over 50 HP, compactors with blades, augering machines, off road trucks	
<b>Labourer Level “A”</b>	<ul style="list-style-type: none"> <li>• Able to work without supervision</li> <li>• Knowledgeable with all aspects of formwork stripping</li> <li>• Some light rigging and hoisting</li> <li>• Able to assist carpenters and form fitters with scaffold and form work</li> <li>• Basic plan reading abilities as it relates to their duties</li> <li>• Experienced with light excavation equipment</li> <li>• Experienced with power tools and equipment</li> <li>• Fully experienced in relevant commercial construction</li> <li>• Mentoring of Level V labourers</li> <li>• Assist site admin staff</li> </ul>	<ul style="list-style-type: none"> <li>• Basic of supervision</li> <li>• Level 1 blue print reading</li> </ul>
<b>Labourer Level “B”</b>	<ul style="list-style-type: none"> <li>• Limited supervision required</li> <li>• Experienced in stripping form work</li> <li>• Demolition and chipping</li> <li>• Occasional concrete placing</li> <li>• Knowledge of rebar placing and importance of cover</li> <li>• Able to maintain construction heaters</li> </ul>	<ul style="list-style-type: none"> <li>• Basic of supervision</li> <li>• Level 1 blue print reading</li> </ul>

**LEDCOR PROJECTS EASTERN LIMITED**  
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	<ul style="list-style-type: none"> <li>• Light scaffold dismantling</li> <li>• Limited plan reading skills</li> <li>• Limited experience with light excavation equipment</li> <li>• Knowledge in operation of tools and equipment</li> <li>• Relevant commercial construction experience</li> </ul>	
<b>Labourer Level “C”</b>	<ul style="list-style-type: none"> <li>• Part time supervision required</li> <li>• Heating and hoarding (ROT propane awareness training)</li> <li>• Stripping and form work</li> <li>• Dewatering (plumbing of water)</li> <li>• Limited commercial construction experience</li> <li>• Limited experience with power tools and equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Construction health and safety rep</li> <li>• Safety awareness</li> <li>• Compressed air safety</li> <li>• Transportation of dangerous goods</li> </ul>
<b>Labourer Level “D”</b>	<ul style="list-style-type: none"> <li>• Full time supervision required</li> <li>• Some construction experience</li> <li>• Material handling</li> <li>• General clean up</li> <li>• Light scaffold erection (scaffold users’ hazard awareness training)</li> <li>• Stripping of form work</li> <li>• Site maintenance (snow shoveling, lighting, cleaning trailers)</li> <li>• Hand excavation</li> <li>• Flexible working hours</li> </ul>	<ul style="list-style-type: none"> <li>• Standard first aid</li> <li>• Trenching/ excavations</li> <li>• Chain saw safety</li> <li>• Hoisting and rigging</li> <li>• Fall arrest training</li> </ul>
<b>Labourer Level “E”</b> Employees shall remain in this	<ul style="list-style-type: none"> <li>• Full time supervision required</li> <li>• Entry level position</li> <li>• Limited or no construction experience</li> </ul>	<ul style="list-style-type: none"> <li>• Basics of fall protection</li> <li>• WHMIS</li> </ul>

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classification for a max of 12 months	<ul style="list-style-type: none"> <li>• Site clean up</li> <li>• Flag person (traffic control training)</li> <li>• Physically fit</li> </ul>	<ul style="list-style-type: none"> <li>• Correct use of PPE</li> <li>• Fire extinguisher</li> </ul>
<p><b>Labourer Foreperson</b> Meets all qualifications of Labourer Lead Hand</p>	<ul style="list-style-type: none"> <li>• Meets all qualifications of Labourer Lead Hand</li> <li>• Able to supervise and plan work for entire crew</li> <li>• Reports directly to site superintendent</li> <li>• Planning and scheduling skills for: <ul style="list-style-type: none"> <li>- concrete pours</li> <li>- Manpower</li> <li>- materials and equipment</li> <li>- subtrade coordination</li> </ul> </li> </ul>	
<p><b>Lead Hand</b></p>	<p>Worker within a crew who is assigned the routine responsibility of being the lead member of the crew in the absence of direct supervision by a foreman and who generally sets the pace for the crew. A lead hand assists the foreman with the daily organization and control of labour, equipment and materials to ensure that acceptable standards of quality, safety and production are maintained by the crew.</p>	

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