

COLLECTIVE AGREEMENT

Between
URBANLINK CIVIL LTD.

and
CLAC LOCAL 6

DURATION: May 19, 2020 - April 30, 2023

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Between

URBANLINK CIVIL LTD.

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

(hereinafter referred to as "the Union")

DURATION: May 19, 2020 - April 30, 2023

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement (this “Agreement”), which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b. to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - c. to establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - d. to establish a just and prompt 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 wellbeing.
- 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*.
- 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.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all construction employees in its employ in all sectors of the construction industry, and all maintenance employees in the employ of the Employer, in the Province of Ontario, save and except non-working forepersons, persons above the rank of non-working foreperson, safety coordinators, and office, field and clerical 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 The parties may, on a project or site basis, to be competitive or to address specific concerns not addressed herein, amend the terms of this Agreement for the duration of the project.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Employer's rights include but are not limited to the following provided such actions are consistent with the terms of this Agreement:
- a. the right: 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.

- b. the right: 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. the right: to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.

3.02 The sole and exclusive jurisdiction over operations, buildings, machinery and equipment shall be vested in the Employer.

3.03 The Employer may contract out work 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 cannot perform the work in a manner that is competitive in terms of cost, quality and within projected time limits.

However, work normally performed by members of the bargaining unit will not be contracted out if employees qualified to do the work must be laid off, transferred, reclassified or discharged as the result of the contracting out of work.

- 3.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Local 6 Representative may attend such meetings.

ARTICLE 4 - UNION REPRESENTATION

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

4.01 Stewards

- a. The Union has the right to select or appoint stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to administer the Collective Agreement. The Union will advise the Employer, in writing, of the names of the stewards.
- b. Upon the employment of a second employee, the Union may appoint a steward. Additional stewards may be appointed when the workforce exceeds twenty (20), fifty (50), eighty (80), one hundred twenty (120), one hundred sixty (160), two hundred (200), and thereafter for every fifty (50) employees in the bargaining unit. The location and size of projects shall guide the parties in this determination.
- c. The Employer agrees to provide the stewards unpaid leave, to a maximum of three (3) days each per calendar year, upon proper notice, to attend to Union business and training.

- d. The Union acknowledges that stewards have regular duties to perform as employees of the Employer 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.

4.02 **The Union's Representatives**

- a. Union Representatives are representatives of the employees, in all matters pertaining to this Agreement particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the names of its Representatives.
- b. Union Representatives shall have the right to periodically visit job sites and convening yards during normal working hours without disrupting productivity and without unreasonable intrusion into the Employer or its clients' premises. The Union Representatives shall report to the site superintendent or foreperson upon arriving at a worksite and shall abide by all necessary protocol determined for the site by the Employer, site management and the client.
- c. The Union Representative shall notify the Employer's Human Resources representative of his intention to attend at a job site.

4.03 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.

4.04 Negotiating Committee

The Union has the right to appoint a negotiating committee which 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. The size of the Union committee shall be limited to two (2).

ARTICLE 5 - NO 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 or deliberately send men home when this is not warranted by the workload.

ARTICLE 6 - EMPLOYMENT POLICY

6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of labour requirements giving as much prior notice as possible. The Union will provide a list of personnel available. The

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

- 6.02 To assist in the efficient placement of appropriately skilled members the Employer will inform the Union when employees are laid off and when new employees are hired, upon such lay off or hire.
- 6.03 Before commencing work, any new employee shall be referred by the Employer to a steward in order to give such steward an opportunity to describe the Union's purposes and representation policies to such new employees.
- 6.04 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.
- 6.05 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. During the probationary period, the following shall apply;
- a. Union dues and fees are to be deducted and remitted, as the case maybe, from the first day of employment.
 - b. Remittances for Union funds (health and welfare, pension, education and assistance, industry, etc.) are to be accrued by the Employer during the first two (2) months of

employment. If the employee is retained into the third month of the probationary period, the Employer will remit all accrued remittance amounts from the first day of employment. If the employee is not retained into the third month, the Employer will not be obligated to remit any amounts for Union funds (save and except Union dues and fees as set out in Article 6.04(a)).

- c. Probationary employees are covered by this Agreement, excepting those provisions, which specifically exclude such employees.
- d. Employees laid off during probation and rehired by the Employer within three (3) months shall not serve a new probationary period but continue with credit for probation already served.
- e. The discharge of probationary employees shall not become the subject of a grievance, unless the Union alleges such discharge is discriminatory, arbitrary or in bad faith.

6.07 Students

- a. The term “student” shall be applied to an employee hired to work in the bargaining unit during a school study break. A student is enrolled in secondary or post-secondary education or intends to begin or return to secondary or post-secondary education.

A student on placement with the Employer in conjunction with a secondary school or college co-operative education program whose work is primarily outside the bargaining unit is excluded from the bargaining unit.

- b. A student is not eligible for contributions or payments pursuant to the health fund and pension provisions contained herein and specifically found in Articles 16 and 17 of this Agreement.
- c. Students may progress through the wage grid on the basis of total accumulated hours worked or length of time employed as the case may be.
- d. When the conditions described in (a) above no longer apply, the Employer may terminate the former student's employment or offer the former student regular employment subject to all of the conditions of the Agreement. Where a student does become a regular employee the probation period and any other waiting periods pursuant to this Agreement shall be waived.

ARTICLE 7 - UNION DUES, REMITTANCES, AND DATA COLLECTION

- 7.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to the Union dues as set by the National Convention of the Union and as described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire.
- 7.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted, 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 electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. first, middle and last name;
 - b. work location/job site;
 - c. rate of hourly pay;
 - d. any hourly premiums;
 - e. gross earnings;
 - f. total regular and overtime hours worked in the month for which such deductions are made. (If an employee earned both 1½ and double time overtime premiums, these hours shall be recorded separately);
 - g. dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
 - h. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement.
 - i. Social Insurance Number; and,
 - j. date of birth;
- 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. e-mail address;
 - c. primary telephone;
 - d. date of hire;
 - e. classification, including trade certificate number and apprenticeship level or year;
- 7.06 The Employer shall also record on a remittance any of the following changes in employment status;
- a. Change in classification, level or apprenticeship year; or
 - b. Job end date (for temporary, or permanent separation).
- 7.07 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 here in this Article.
- 7.08 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.
- 7.09 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 - WAGES AND RATES OF PAY

- 8.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A".
- 8.02 Prior to the annual wage increase there shall be a meeting held between the Union and the Employer to review the classifications of all employees to determine if they are properly classified according to their abilities and the jobs they perform. Employees when eligible may be reclassified prior to the annual wage increases.
- 8.03 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 negotiation between the Employer and the Union. Failure to reach agreement shall be subject to the Grievance and Arbitration Procedure, outlined herein.
- 8.04 Employees shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment. Payment of wages will be made by direct deposit into the employee's pre-arranged bank accounts on the designated paydays.

Payment of wages shall be accompanied by a statement identifying both the Employer and employee, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings, amounts of deductions, net earnings and contributions to the Unions Health Fund and Pension Fund.

In the event of an error in pay, an employee must advise the Employer of the error within two (2) working days after receiving his pay stub in order to have the error corrected on his next pay

date. In order to avoid errors in pay, the Employer will provide each employee with a copy of his timesheet.

- 8.05 Except in circumstances beyond the control of the Employer or inclement weather, an employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate. The employee must report to the project at the regular starting time and remain available for work during the period compensated to be eligible to receive reporting pay. An employee who is put to work shall be paid for actual hours worked but not less than two (2) hours.

It will not be a violation of this Agreement when the Employer shuts down a jobsite because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to stand by, the employees will be compensated for the standby time.

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

- 8.06 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 (whether higher paid or lower paid) at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

8.07 Employees given the option to work in another classification for which they are qualified instead of being laid off may be paid the rate for the new classification (whether higher paid or lower paid).

8.08 Call Back

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

8.09 Shift Work and Shift Premiums

- a. The Employer shall give an employee as much advance notice as possible before the employee is assigned shift work.
- b. The Employer will attempt to distribute non-day shifts as evenly as possible among employees who normally perform the work assigned to such shift schedule. However, the Employer will consider the preference of employees who volunteer to work the non-day shifts.
- c. A night shift premium of five percent (5%) of the employee's regular hourly rate applies to all hours worked where the majority of the hours in the shift occur between 11:00 p.m. and 7:00 a.m.

8.10 Shift Change

Where employees are assigned mid-week to work a non-day shift (whether due to emergencies or a shift change) and as a result

lose a shift in the regular work week, such employees will be paid six (6) hours for such loss of earnings.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 The regular work week shall be as follows:

- a. Industrial, Commercial and Institutional ("ICI") Work - 44 hours
- b. Sewer and Watermain Work - 50 hours
- c. Road Work - 50 hours
- d. Structural and Bridge Work – 50 hours

Industrial, commercial and institutional work is defined as work performed within the footprint of a building. The Employer may upon his discretion extend the scope of this definition.

9.02 Work performed in excess of the above hours or after twelve (12) hours in a work day shall be paid at the rate of one and one-half times (1½x) the regular rate of pay.

9.03 There shall be two (2) rest periods (or coffee breaks) with pay of fifteen minutes duration each, daily, one in the forenoon and one in the afternoon.

9.04 All employees shall be allowed a one-half (1/2) hour unpaid lunch break and employees are required to be back at their work location ready to commence work at the end of the lunch break. It is understood that if the employee chooses to leave the work location to have lunch any travel time is included in the half (1/2) hour lunch break.

- 9.05 Where a shift exceeds twelve (12) hours, employees shall receive a hot meal. Their lunch time will be paid for if they cannot leave the work site.
- 9.06 Five (5) consecutive working days shall constitute the regular working week beginning on Monday and ending on Friday. If an owner or contractor requires work to be performed Tuesday to Saturday, the regular working week shall be amended to reflect this requirement.
- 9.07 Should inclement weather cause employees to lose work hours during a regular working week beginning on Monday and ending on Friday, work performed on Saturday may be completed as make-up time at straight time rates up to the regular work week hours set out in Article 9.01. An employee cannot be disciplined for not working the makeup day.
- 9.08 Except where the regular working week is amended to begin on Tuesday and end on Saturday as outlined in Article 9.06, or when make-up time is in effect as outlined in Article 9.07, all work performed on Saturday will be paid at the rate of one and one-half times (1½x) the regular rate of pay.
- 9.09 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, and only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of double times (2x) the regular rate of pay for such hours, irrespective of weekly hours.
- 9.10 There shall be no pyramiding of daily and weekly overtime. The payment of overtime under this Article shall not be considered a "Premium." For greater certainty this means that overtime premiums (e.g. for hours worked beyond the daily limits, for hours worked beyond the weekly limits and for hours worked on

weekends and holidays) are not to be duplicated or stacked. In instances where more than one overtime premium is applicable, a single overtime premium will be paid at the highest rate (e.g. two (2) times the hourly rate for Sunday or holiday work). More than one overtime premium will not be payable for the same hour worked. However, premiums paid for purposes other than overtime (e.g. shift premiums, responsibility premiums, etc.) remain payable and are included in the calculation of the base rate for hours for which an overtime premium is paid.

- 9.11 If employees and the Employer mutually agree to modify the work schedule on a job site, the Employer shall provide written notice to the Union of such schedule.
- 9.12 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.
- 9.13 Daily overtime and daily premium pay is based on the calendar day* (i.e. begins and ends at midnight). Or begins and ends on the first shift of the work week. Choose one or the other.

ARTICLE 10 - VACATIONS AND VACATION PAY

- 10.01 All employees (other than students) shall receive ten percent (10%) vacation and statutory holiday pay.
- 10.02 The Employer will endeavour to grant vacations at the times requested, in the vacation season or periods, considering business requirements. Vacation requests must be approved to confirm acceptance of holiday requests and will be returned giving as much notice as possible.
- 10.03 All students shall receive four percent (4%) vacation pay.

- 10.04 The Employer will pay vacation pay to each employee along with his regular wages payable in accordance with Article 8.
- 10.05 Vacation periods shall be arranged by mutual agreement between the Employer and the employees. Employees shall submit requests for vacation with as much advance notice as possible, and normally with at least two (2) weeks notice. The Employer will grant such requests unless operational requirements are known to interfere with such vacation request, including requests made with less notice than two (2) weeks. The Employer will reply to vacation requests as soon as possible and within one (1) week. The Employer shall grant vacation requests insofar as is practicable, having regard to the operational requirements. Vacation requests and approvals shall be written, including by text or email.

ARTICLE 11 - PUBLIC HOLIDAYS

- 11.01 No work shall be performed on the following ten (10) holidays:

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

- 11.02 Work performed on any of the holidays mentioned in Article 11.01 shall be paid at the rate of two times (2x) the regular rate of pay and the employee may elect to take another day off in lieu of the holiday provided proper notice is given.
- 11.03 Public Holiday Observation - The Employer shall provide the Union as much notice as is possible of its intention to substitute a regular workday for a holiday. Such substitution may be made

on a jobsite basis and applies to all on that site or Employer wide as circumstances dictate. Any work performed as directed by the Employer on the substitute holiday will be paid at double time.

ARTICLE 12 - LAYOFFS

12.01 The Employer shall give an employee two (2) hour notice of the need for a layoff or two (2) hour pay in lieu of notice. Such notice will be copied to the Union.

ARTICLE 13 - TRANSPORTATION, TRAVEL TIME, ROOM AND BOARD

13.01 Each employee will be responsible for transporting himself to the work site.

13.02 Prior to work commencing work on a project, the parties shall convene a pre-job meeting and conclude a pre-job agreement to effect a mutually agreement by the parties to amend the Agreement regarding terms and conditions, travel, out of town allowances and schedule of payment for same, the weekly work schedule, rotation of crews, etc.

ARTICLE 14 - TOOLS

14.01 All tradespersons shall supply their own tools, except power tools.

14.02 Employees will be provided with either rubber boots or insulated rubber boots, respective to weather conditions, when required in the normal course of their duties as determined by supervisory personnel while working in wet, muddy, or sub-zero temperatures.

ARTICLE 15 - PROTECTIVE EQUIPMENT

- 15.01 Employees must follow all Employer safety rules as a condition of employment and a failure to do so will result in discipline, up to and including termination of employment for cause.
- 15.02 Employees shall wear all Personal Protective Equipment (PPE) and other safety devices required by the Employer.
- 15.03 If required by the regulations issued under the *Occupational Health and Safety Act* employees shall wear safety shoes, to be furnished by the employees.

In each year of the Agreement and upon presentation of an original receipt, the Employer agrees to reimburse employees who have been continuously employed with the Employer for at least one (1) year a maximum of two hundred and thirty five dollars (\$235.00) towards the purchase of safety shoes. Boots may need to be purchased at a store designated by the Employer.

- 15.04 The Employer will furnish employees with specialized safety equipment (including safety glasses and gloves) and rain gear if and when required. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The Employer will provide adequate fall protection, including harnesses and related equipment.
- 15.05 All employees who receive a new two (2) year first aid certificate will receive one hundred dollars (\$100.00) on presentation of the certificate.

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 Remittances to the Union Article 7 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 Remittance to the Union provisions in Article 7 and the Union's dues and remittance policy and directive. The Employer further agrees to inform the Union of any changes in the above employee information.
- 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.

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.

16.05 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".

16.06 Employee Paid Disability Coverage and Premiums

Coverage will include an employee-paid short term and/or 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(s) six (6) months after the employee turns sixty-four (64) years of age.

ARTICLE 17 - PENSION PLAN

- 17.01 The CLAC Pension Plan (“the Plan”), a defined contribution pension plan, is registered with the Canada Revenue Agency. The Plan applies to all employees covered by this Agreement.
- 17.02 New employees will join the Plan beginning from the first day of employment.
- 17.03 The Employer shall remit to the Union, for each eligible employee, an Employer contribution as indicated in Schedule “A”. Employer contributions will vest in accordance with the rules of the Plan.
- 17.04 The Employer’s contributions to the Plan will be non-refundable to the Employer once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- 17.05 The Employer agrees to deduct, by way of payroll deduction, and remit to the Union, additional voluntary employee pension contributions which are above and beyond those contributions outlined above. Employees must request such deductions by submitting a form provided by the Union to the Employer. The Employer will send a copy of the completed form to the Union along with the next remittance which includes such voluntary contributions.

Employees may change, commence or terminate their voluntary additional contributions effective April 30 and October 30 of every year.

- 17.06 The total amount of pension contributions remitted by the Employer, on an employee’s behalf, cannot exceed the annual

maximum money purchase outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's contribution made outside the employment relationship. For greater clarity, if employees exceed the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee by the Canadian Revenue Agency.

- 17.07 The Employer shall continue pension contributions during a period of injury insured under provincial workplace safety insurance legislation, to the extent required by such legislation.
- 17.08 The Employer will remit pension contributions to the Union as outlined in the Remittances to the Union article. Employer and voluntary contributions will be recorded separately on the remittance.
- 17.09 In the event that a remittance has not been received by the Union by the date set out in the Remittances to the Union article, the Employer is responsible to compensate the Plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.

17.10 Ineligibility Due to Age

Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions will be paid to that employee as wages on each paycheque and treated as wages. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if they were still contributing to the Plan.

17.11 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.

17.12 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

ARTICLE 18 - EDUCATION AND ASSISTANCE FUND

18.01 The Employer shall contribute to the Union's Education and Assistance Fund the amount identified at Schedule "A" for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union together with union dues, and in the manner described in the Remittances to the Union article and in the Union's remittance directive.

18.02 The Education and Assistance Fund shall be used by the Union to educate and instruct members in the competent practice of their trade, in matters relating to Health and Safety, and to instruct specific members in effective labour relations practices.

18.03 Having regard to the demands of the Employer's work and operations, the Employer will cooperate with the Union when safety and related courses are made available to the members employed with the Employer.

**ARTICLE 19 - CONSTRUCTION INDUSTRY DEVELOPMENT &
PROMOTION FUND**

- 19.01 The Employer shall contribute to the Union's Construction Industry Development and Promotion Fund (the "Industry Fund") the amount identified at Schedule "A" for each hour worked by each employee covered by this Agreement, and it shall remit such contributions to the Union together with union dues, and in the manner described in the Remittances to the Union article and in the Union's remittance directives.
- 19.02 The Industry Fund is used to promote CLAC's model of open shop unionized construction representation. This is achieved by industry development among stakeholders such as owners and purchasers of construction services, by advocating at municipal and provincial government, by representing open shop union principles at industry conferences and events, and by advising the Union's leaders, including staff and stewards, of opportunities and means to promote the CLAC model. The Industry Fund is used as determined by the Union to strengthen the position of the Union, its members and contractors.
- 19.03 The Industry Fund shall not be used to fund a grievance or other legal proceedings against any contractor signatory to CLAC or its affiliated local unions.

ARTICLE 20 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 20.01 All requests for a Leave of Absence must be made in writing, outlining the reason for the request and the expected date of return to work.
- 20.02 The Employer shall grant leaves of absence without pay for the following reasons for a maximum period of one (1) month:

- a. Marriage;
- b. Personal illness;
- c. Union activity relating to another employer; or
- d. Any other reason agreed to between the Employer and employee.

20.03 The above shall not preclude extension 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. A doctor's letter may be required to confirm sickness or disability, the cost of which will be borne by the Employer.

20.04 An employee bereaved of a family member will be granted a leave of absence with pay, at his regular straight time hourly rate, to mourn, make arrangements for and to attend the funeral, (including memorial service, interment or inurnment).

In the event of the death of one of the employee's immediate family, up to three (3) days of leave is granted.

In the event of the death of one of the employee's extended family, one (1) day of leave is granted.

The days granted shall be between the date of death and the day after the funeral and bereavement pay shall be paid only for days upon which the employee is normally scheduled to work. However, an employee may split the days of the leave in the event that a winter funeral is followed by a spring interment.

The immediate family in this Article shall mean - mother, father, mother-in-law, father-in-law, brother, sister, wife, and children of the employee.

The extended family in this Article shall mean - in-laws other than father-in-law and mother-in-law, grandparents and grandchildren.

ARTICLE 21 - DISCHARGE, SUSPENSION AND WARNING

- 21.01 An employee may be suspended or discharged for just cause by the Employer. Just cause may include the refusal by an employee to abide by Safety Regulations; the use of illegal narcotics or alcohol at work or reporting for work while under the influence of such substances; the refusal by the employee to abide by the requirements of the Employer's clients; the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices. Such suspension or discharge is subject to the Grievance procedure.
- 21.02 When the conduct or performance of an employee calls for a warning by the Employer, such a warning shall be noted by the Employer. The Employer shall inform the Union Steward of the warning within twenty-four (24) hours.
- 21.03 The Employer shall make best efforts to ensure that a suspension or termination is issued at a meeting with the employee and in the presence of a Union Steward. The Employer will inform the steward on site (if available) of the discipline and the time and location of the meeting. If a steward is not available for the meeting, the Employer shall have the right to issue the suspension or termination without a steward present. The written discipline will be copied to the steward and CLAC office.

ARTICLE 22 - GRIEVANCE PROCEDURE

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

22.02 "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 Union 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 group of 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 Union representative or, in the case of an Employer's policy grievance, by the Employer or its representative.

All the time limits referred to in the grievance procedure herein contained shall be deemed to mean "business days" and exclude Saturdays, Sundays and public holidays as listed herein.

22.03 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) 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. 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.

22.04 The Union will not file a grievance until after the effected employee brings the complaint to the attention of his immediate supervisor. If the supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

A grievance is to be filed within the five (5) days referred to in Article 22.03 above, in writing and shall be filed with the Employer by a steward or a Union representative. The Employer shall notify the Union of its decision in writing within five (5) workdays following the day upon which the grievance was filed.

A grievance shall identify:

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

The grievance will be signed by the employee involved unless it is a policy grievance. The Union may sign for an employee with the employee's instruction.

Step 2

If the Union is dissatisfied with the outcome at Step 1, a Union representative shall within five (5) days of the decision under Step 1, or within five (5) days of the day this decision should have been made, notify the Employer that a grievance meeting is required between the steward or Union representative together with the grievor and the Employer. This meeting will be held within five (5) days of the Step 2 meeting notice to the Employer. The Employer shall notify the steward or Union representative of its decision in writing within five (5) days of such meeting.

22.05 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) days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 2. The Employer or the Union, as the case may be, shall give its written decision within five (5) 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) days of the delivery of such written decision or within fifteen (15) days of when such written decision ought to have been delivered.

The Union will not institute a grievance directly affecting an employee which such employee could themselves institute, by passing the provisions of Steps 1 and 2 above.

22.06 **Grievance Resolution and Time Limit Waivers**

The parties will make best efforts available to them by which they might voluntarily resolve a grievance before referring a matter in dispute to arbitration. That is, while the parties are active at attempting in good faith to resolve a grievance, while they are gathering evidence and while they are in dialogue in person, by phone or email and honouring timelines for replies that they give each other, a matter won't be referred to arbitration. During such time, the time limits contained herein are deemed waived by mutual consent. Neither party will claim to be prejudiced by such extension of time limits and neither will seek the dismissal of a grievance on the basis of timeliness due to such extension of time limits.

Where either party believes that efforts at resolution are not yielding the desired result, that party may give notice that it no longer waives time limits and that it will proceed to mediation or arbitration as outlined below.

22.07 **Mediation**

The parties may agree that a matter be mediated. If they agree in writing to do so, the arbitrator selection process will proceed as below, listing arbitrators known for their willingness and ability to mediate. Further, it is the same arbitrator who will render a final and binding decision if mediation fails to achieve a settlement of the grievance. This "med-arb" procedure will cease upon notice from one party to the other and to the arbitrator-mediator that it withdraws its agreement to mediate. The arbitrator then will proceed to arbitrate the dispute.

ARTICLE 23 - ARBITRATION PROCEDURE

23.01 If the parties fail to settle a grievance, the grievance may be referred to arbitration under the procedure contained herein.

Notwithstanding the arbitration procedure contained herein, a grievance, at any time, may be referred to the Ontario Labour Relations Board for arbitration under the provisions of *the Labour Relations Act, 1995*.

23.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the final decision given at Article 22.05 above. If no decision is given, notice must be given within fourteen (14) days of when that decision was due.

23.03 With notice of desire to arbitrate, the party requiring arbitration will submit to the other party a list of three (3) arbitrators the party suggests for arbitrating the matter. The other party will reply with either notice that it agrees to one (1) or more of the three (3) or a list of three (3) alternate arbitrators. In the event the party submitting the matter to arbitration is unwilling to agree to these three (3), the parties shall arrange a lottery from amongst the six (6) arbitrators, drawing all six (6), in turn, and then requesting the arbitrators in the same order to hear the case. If the first arbitrator drawn is unable to convene a hearing within one month, the matter is sent to the second arbitrator drawn. The process will continue in that fashion until an available arbitrator has been found from amongst the six (6) or all of the six (6) arbitrators have been contacted in turn. If none of the six (6) arbitrators is able to convene a hearing within one (1) month the parties will remit the matter to the arbitrator that is available soonest.

- 23.04 Notices of desire to arbitrate and of nominations of an arbitrator shall be served in writing including by email or delivered in person.
- 23.05 If a party refuses or neglects to answer a grievance at any stage of the grievance and arbitration procedure, the other party may commence arbitration proceedings. If the party in default refuses or neglects to appoint an arbitrator in accordance with this article, the party not in default may appoint, upon notice to the party in default, may appoint an arbitrator to hear the grievance. The arbitrator's decision shall be final and binding upon both parties.
- 23.06 An arbitrator has the jurisdiction, power and authority to give relief for default in complying with the time limits set out in this Article where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.07 Each of the parties hereto will bear, jointly and equally, the expense of the arbitrator.
- 23.08 An arbitrator is not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement nor adjudicate any matter not specifically assigned to it by the notice to arbitrate outlined in the grievance and arbitration procedure.
- 23.09 Employees found to be wrongfully discharged or suspended will be reinstated 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 arbitrator.

URBANLINK CIVIL LTD.

COLLECTIVE AGREEMENT: May 19, 2020 - April 30, 2023

23.10 Where the arbitrator 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 arbitrator may substitute a penalty which, in the arbitrator's opinion, is just and equitable.

ARTICLE 24 - DURATION

24.01 This Agreement shall be effective on May 19, 2020 and shall remain in effect until April 30, 2023 and for further periods of one year unless notice is given by either party, of the desire to delete, change or amend any of the provisions contained herein, within ninety days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one year.

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

Signed on behalf of
URBANLINK CIVIL LTD.

Per _____ Per _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

Per _____ Per _____

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY
Non-ICI Sector Rates

Zone 1
Northern Ontario

Effective: May 19, 2020 - April 30, 2021

	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	31.83	3.18	1.59	1.80	0.20	0.20	38.80
Welder	32.75	3.27	1.64	1.80	0.20	0.20	39.86
Ironworker (Structural steel)	31.83	3.18	1.59	1.80	0.20	0.20	38.80
Reinforcing Ironworker (rebar/rodman)	31.83	3.18	1.59	1.80	0.20	0.20	38.80
Crane Operator	32.75	3.27	1.64	1.80	0.20	0.20	39.86
Equipment Operator II	27.35	2.74	1.37	1.80	0.20	0.20	33.65
Equipment Operator I	24.77	2.48	1.24	1.80	0.20	0.20	30.68
Truck Driver	21.22	2.12	1.06	1.80	0.20	0.20	26.60
Skilled Labourer III	30.09	3.01	1.50	1.80	0.20	0.20	36.80
Skilled Labourer II	27.35	2.74	1.37	1.80	0.20	0.20	33.65
Skilled Labourer I	24.86	2.49	1.24	1.80	0.20	0.20	30.79
Labourer III	22.60	2.26	1.13	1.80	0.20	0.20	28.19
Labourer II	20.55	2.05	1.03	1.80	0.20	0.20	25.83
Labourer I	18.68	1.87	0.93	1.80	0.20	0.20	23.68

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Effective May 1, 2021							
	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	32.47	3.25	1.62	1.80	0.20	0.20	39.54
Welder	33.41	3.34	1.67	1.80	0.20	0.20	40.62
Ironworker (Structural steel)	32.47	3.25	1.62	1.80	0.20	0.20	39.54
Reinforcing Ironworker (rebar/rodman)	32.47	3.25	1.62	1.80	0.20	0.20	39.54
Crane Operator	33.41	3.34	1.67	1.80	0.20	0.20	40.62
Equipment Operator II	27.90	2.79	1.39	1.80	0.20	0.20	34.28
Equipment Operator I	25.27	2.53	1.26	1.80	0.20	0.20	31.26
Truck Driver	21.64	2.16	1.08	1.80	0.20	0.20	27.09
Skilled Labourer III	30.69	3.07	1.53	1.80	0.20	0.20	37.50
Skilled Labourer II	27.90	2.79	1.39	1.80	0.20	0.20	34.28
Skilled Labourer I	25.36	2.54	1.27	1.80	0.20	0.20	31.36
Labourer III	23.05	2.31	1.15	1.80	0.20	0.20	28.71
Labourer II	20.96	2.10	1.05	1.80	0.20	0.20	26.31
Labourer I	19.05	1.91	0.95	1.80	0.20	0.20	24.11

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Effective May 1, 2022							
	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	33.12	3.31	1.66	1.80	0.20	0.20	40.28
Welder	34.07	3.41	1.70	1.80	0.20	0.20	41.38
Ironworker (Structural steel)	33.12	3.31	1.66	1.80	0.20	0.20	40.28
Reinforcing Ironworker (rebar/rodman)	33.12	3.31	1.66	1.80	0.20	0.20	40.28
Crane Operator	34.07	3.41	1.70	1.80	0.20	0.20	41.38
Equipment Operator II	28.45	2.85	1.42	1.80	0.20	0.20	34.92
Equipment Operator I	25.77	2.58	1.29	1.80	0.20	0.20	31.84
Truck Driver	22.08	2.21	1.10	1.80	0.20	0.20	27.59
Skilled Labourer III	31.31	3.13	1.57	1.80	0.20	0.20	38.20
Skilled Labourer II	28.45	2.85	1.42	1.80	0.20	0.20	34.92
Skilled Labourer I	25.86	2.59	1.29	1.80	0.20	0.20	31.94
Labourer III	23.51	2.35	1.18	1.80	0.20	0.20	29.24
Labourer II	21.38	2.14	1.07	1.80	0.20	0.20	26.79
Labourer I	19.43	1.94	0.97	1.80	0.20	0.20	24.55

Zone 2**Southwestern Ontario, Central Ontario, and Eastern Ontario****Effective: May 19, 2020 - April 30, 2021**

	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	34.50	3.45	1.73	1.80	0.20	0.20	41.88
Welder	35.50	3.55	1.78	1.80	0.20	0.20	43.03
Ironworker (Structural steel)	34.50	3.45	1.73	1.80	0.20	0.20	41.88
Reinforcing Ironworker (rebar/rodman)	34.50	3.45	1.73	1.80	0.20	0.20	41.88
Crane Operator	35.50	3.55	1.78	1.80	0.20	0.20	43.03
Equipment Operator II	29.65	2.97	1.48	1.80	0.20	0.20	36.30
Equipment Operator I	26.85	2.69	1.34	1.80	0.20	0.20	33.08
Truck Driver	23.00	2.30	1.15	1.80	0.20	0.20	28.65
Skilled Labourer III	32.61	3.26	1.63	1.80	0.20	0.20	39.70
Skilled Labourer II	29.65	2.96	1.48	1.80	0.20	0.20	36.30
Skilled Labourer I	26.95	2.70	1.35	1.80	0.20	0.20	33.20
Labourer III	24.50	2.45	1.23	1.80	0.20	0.20	30.38
Labourer II	22.28	2.23	1.11	1.80	0.20	0.20	27.82
Labourer I	20.25	2.03	1.01	1.80	0.20	0.20	25.49

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Effective May 1, 2021							
	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	35.19	3.52	1.76	1.80	0.20	0.20	42.67
Welder	36.21	3.62	1.81	1.80	0.20	0.20	43.84
Ironworker (Structural steel)	35.19	3.52	1.76	1.80	0.20	0.20	42.67
Reinforcing Ironworker (rebar/rodman)	35.19	3.52	1.76	1.80	0.20	0.20	42.67
Crane Operator	36.21	3.62	1.81	1.80	0.20	0.20	43.84
Equipment Operator II	30.24	3.02	1.51	1.80	0.20	0.20	36.98
Equipment Operator I	27.39	2.74	1.37	1.80	0.20	0.20	33.70
Truck Driver	23.46	2.35	1.17	1.80	0.20	0.20	29.18
Skilled Labourer III	33.26	3.33	1.66	1.80	0.20	0.20	40.45
Skilled Labourer II	30.24	3.02	1.51	1.80	0.20	0.20	36.98
Skilled Labourer I	27.49	2.75	1.37	1.80	0.20	0.20	33.81
Labourer III	24.99	2.50	1.25	1.80	0.20	0.20	30.94
Labourer II	22.73	2.27	1.14	1.80	0.20	0.20	28.33
Labourer I	20.66	2.07	1.03	1.80	0.20	0.20	25.95

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COLLECTIVE AGREEMENT: May 19, 2020 - April 30, 2023

Effective May 1, 2022							
	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	35.89	3.59	1.79	1.80	0.20	0.20	43.48
Welder	36.93	3.69	1.85	1.80	0.20	0.20	44.67
Ironworker (Structural steel)	35.89	3.59	1.79	1.80	0.20	0.20	43.48
Reinforcing Ironworker (rebar/rodman)	35.89	3.59	1.79	1.80	0.20	0.20	43.48
Crane Operator	36.93	3.69	1.85	1.80	0.20	0.20	44.67
Equipment Operator II	30.85	3.08	1.54	1.80	0.20	0.20	37.68
Equipment Operator I	27.93	2.79	1.40	1.80	0.20	0.20	34.32
Truck Driver	23.93	2.39	1.20	1.80	0.20	0.20	29.72
Skilled Labourer III	33.93	3.39	1.70	1.80	0.20	0.20	41.22
Skilled Labourer II	30.85	3.08	1.54	1.80	0.20	0.20	37.68
Skilled Labourer I	28.04	2.80	1.40	1.80	0.20	0.20	34.44
Labourer III	25.49	2.55	1.27	1.80	0.20	0.20	31.51
Labourer II	23.18	2.32	1.16	1.80	0.20	0.20	28.86
Labourer I	21.07	2.11	1.05	1.80	0.20	0.20	26.43

Zone 3
Niagara Region and Durham Region

Effective: May 19, 2020 - April 30, 2021

	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	35.28	3.53	1.76	1.80	0.20	0.20	42.77
Welder	36.30	3.63	1.81	1.80	0.20	0.20	43.94
Ironworker (Structural steel)	35.28	3.53	1.76	1.80	0.20	0.20	42.77
Reinforcing Ironworker (rebar/rodman)	35.28	3.53	1.76	1.80	0.20	0.20	42.77
Crane Operator	36.30	3.63	1.81	1.80	0.20	0.20	43.94
Equipment Operator II	30.32	3.03	1.52	1.80	0.20	0.20	37.06
Equipment Operator I	27.45	2.75	1.37	1.80	0.20	0.20	33.77
Truck Driver	23.52	2.35	1.18	1.80	0.20	0.20	29.25
Skilled Labourer III	33.35	3.33	1.67	1.80	0.20	0.20	40.55
Skilled Labourer II	30.32	3.03	1.52	1.80	0.20	0.20	37.06
Skilled Labourer I	27.56	2.76	1.38	1.80	0.20	0.20	33.89
Labourer III	25.05	2.51	1.25	1.80	0.20	0.20	31.01
Labourer II	22.78	2.28	1.14	1.80	0.20	0.20	28.39
Labourer I	20.71	2.07	1.04	1.80	0.20	0.20	26.01

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COLLECTIVE AGREEMENT: May 19, 2020 - April 30, 2023

Effective May 1, 2021							
	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	35.99	3.60	1.80	1.80	0.20	0.20	43.58
Welder	37.03	3.70	1.85	1.80	0.20	0.20	44.78
Ironworker (Structural steel)	35.99	3.60	1.80	1.80	0.20	0.20	43.58
Reinforcing Ironworker (rebar/rodman)	35.99	3.60	1.80	1.80	0.20	0.20	43.58
Crane Operator	37.03	3.70	1.85	1.80	0.20	0.20	44.78
Equipment Operator II	30.93	3.09	1.55	1.80	0.20	0.20	37.77
Equipment Operator I	28.00	2.80	1.40	1.80	0.20	0.20	34.40
Truck Driver	23.99	2.40	1.20	1.80	0.20	0.20	29.79
Skilled Labourer III	34.02	3.40	1.70	1.80	0.20	0.20	41.32
Skilled Labourer II	30.93	3.09	1.55	1.80	0.20	0.20	37.77
Skilled Labourer I	28.11	2.81	1.41	1.80	0.20	0.20	34.53
Labourer III	25.55	2.56	1.28	1.80	0.20	0.20	31.58
Labourer II	23.24	2.32	1.16	1.80	0.20	0.20	28.92
Labourer I	21.12	2.11	1.06	1.80	0.20	0.20	26.49

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COLLECTIVE AGREEMENT: May 19, 2020 - April 30, 2023

Effective May 1, 2022							
	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	36.71	3.67	1.84	1.80	0.20	0.20	44.41
Welder	37.77	3.78	1.89	1.80	0.20	0.20	45.63
Ironworker (Structural steel)	36.71	3.67	1.84	1.80	0.20	0.20	44.41
Reinforcing Ironworker (rebar/rodman)	36.71	3.67	1.84	1.80	0.20	0.20	44.41
Crane Operator	37.77	3.78	1.89	1.80	0.20	0.20	45.63
Equipment Operator II	31.54	3.15	1.58	1.80	0.20	0.20	38.48
Equipment Operator I	28.56	2.86	1.43	1.80	0.20	0.20	35.04
Truck Driver	24.47	2.45	1.22	1.80	0.20	0.20	30.34
Skilled Labourer III	34.70	3.47	1.73	1.80	0.20	0.20	42.10
Skilled Labourer II	31.54	3.15	1.58	1.80	0.20	0.20	38.48
Skilled Labourer I	28.67	2.87	1.43	1.80	0.20	0.20	35.17
Labourer III	26.06	2.61	1.30	1.80	0.20	0.20	32.17
Labourer II	23.70	2.37	1.19	1.80	0.20	0.20	29.46
Labourer I	21.55	2.15	1.08	1.80	0.20	0.20	26.98

Zone 4
Ottawa Region and Hamilton Region

Effective: May 19, 2020 - April 30, 2021

	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	37.75	3.77	1.89	1.80	0.20	0.20	45.61
Welder	38.84	3.88	1.94	1.80	0.20	0.20	46.87
Ironworker (Structural steel)	37.75	3.77	1.89	1.80	0.20	0.20	45.61
Reinforcing Ironworker (rebar/rodman)	37.75	3.77	1.89	1.80	0.20	0.20	45.61
Crane Operator	38.84	3.88	1.94	1.80	0.20	0.20	46.87
Equipment Operator II	32.44	3.24	1.62	1.80	0.20	0.20	39.51
Equipment Operator I	29.38	2.94	1.47	1.80	0.20	0.20	35.98
Truck Driver	25.16	2.52	1.26	1.80	0.20	0.20	31.14
Skilled Labourer III	35.68	3.57	1.78	1.80	0.20	0.20	43.23
Skilled Labourer II	32.44	3.24	1.62	1.80	0.20	0.20	39.50
Skilled Labourer I	29.49	2.95	1.47	1.80	0.20	0.20	36.11
Labourer III	26.81	2.68	1.34	1.80	0.20	0.20	33.03
Labourer II	24.37	2.44	1.22	1.80	0.20	0.20	30.23
Labourer I	22.16	2.22	1.11	1.80	0.20	0.20	27.68

URBANLINK CIVIL LTD.

COLLECTIVE AGREEMENT: May 19, 2020 - April 30, 2023

Effective May 1, 2021							
	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	38.51	3.85	1.93	1.80	0.20	0.20	46.48
Welder	39.62	3.96	1.98	1.80	0.20	0.20	47.76
Ironworker (Structural steel)	38.51	3.85	1.93	1.80	0.20	0.20	46.48
Reinforcing Ironworker (rebar/rodman)	38.51	3.85	1.93	1.80	0.20	0.20	46.48
Crane Operator	39.62	3.96	1.98	1.80	0.20	0.20	47.76
Equipment Operator II	33.09	3.31	1.65	1.80	0.20	0.20	40.25
Equipment Operator I	29.97	3.00	1.50	1.80	0.20	0.20	36.66
Truck Driver	25.66	2.57	1.28	1.80	0.20	0.20	31.71
Skilled Labourer III	36.39	3.64	1.82	1.80	0.20	0.20	44.05
Skilled Labourer II	33.09	3.31	1.65	1.80	0.20	0.20	40.25
Skilled Labourer I	30.08	3.01	1.50	1.80	0.20	0.20	36.79
Labourer III	27.35	2.73	1.37	1.80	0.20	0.20	33.65
Labourer II	24.86	2.49	1.24	1.80	0.20	0.20	30.79
Labourer I	22.60	2.26	1.13	1.80	0.20	0.20	28.19

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Effective May 1, 2022							
	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	39.28	3.93	1.96	1.80	0.20	0.20	47.37
Welder	40.41	4.04	2.02	1.80	0.20	0.20	48.67
Ironworker (Structural steel)	39.28	3.93	1.96	1.80	0.20	0.20	47.37
Reinforcing Ironworker (rebar/rodman)	39.28	3.93	1.96	1.80	0.20	0.20	47.37
Crane Operator	40.41	4.04	2.02	1.80	0.20	0.20	48.67
Equipment Operator II	33.75	3.38	1.69	1.80	0.20	0.20	41.01
Equipment Operator I	30.57	3.06	1.53	1.80	0.20	0.20	37.35
Truck Driver	26.18	2.62	1.31	1.80	0.20	0.20	32.30
Skilled Labourer III	37.12	3.71	1.86	1.80	0.20	0.20	44.89
Skilled Labourer II	33.75	3.38	1.69	1.80	0.20	0.20	41.01
Skilled Labourer I	30.68	3.07	1.53	1.80	0.20	0.20	37.48
Labourer III	27.89	2.79	1.39	1.80	0.20	0.20	34.28
Labourer II	25.35	2.54	1.27	1.80	0.20	0.20	31.36
Labourer I	23.06	2.31	1.15	1.80	0.20	0.20	28.71

URBANLINK CIVIL LTD.**COLLECTIVE AGREEMENT: May 19, 2020 - April 30, 2023****Zone 5
Toronto****Effective: May 19, 2020 - April 30, 2021**

	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (8%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	42.61	4.26	3.41	1.80	0.20	0.20	52.48
Welder	43.84	4.38	3.51	1.80	0.20	0.20	53.93
Ironworker (Structural steel)	42.61	4.26	3.41	1.80	0.20	0.20	52.48
Reinforcing Ironworker (rebar/rodman)	42.61	4.26	3.41	1.80	0.20	0.20	52.48
Crane Operator	43.84	4.38	3.51	1.80	0.20	0.20	53.93
Equipment Operator II	36.62	3.66	2.93	1.80	0.20	0.20	45.41
Equipment Operator I	33.16	3.32	2.65	1.80	0.20	0.20	41.33
Truck Driver	28.41	2.84	2.27	1.80	0.20	0.20	35.72
Skilled Labourer III	40.28	4.03	3.22	1.80	0.20	0.20	49.73
Skilled Labourer II	36.62	3.66	2.93	1.80	0.20	0.20	45.41
Skilled Labourer I	33.29	3.33	2.66	1.80	0.20	0.20	41.48
Labourer III	30.26	3.03	2.42	1.80	0.20	0.20	37.91
Labourer II	27.51	2.75	2.20	1.80	0.20	0.20	34.66
Labourer I	25.01	2.50	2.00	1.80	0.20	0.20	31.71

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Effective May 1, 2021							
	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	43.46	4.35	2.17	1.80	0.20	0.20	52.18
Welder	44.72	4.47	2.24	1.80	0.20	0.20	53.62
Ironworker (Structural steel)	43.46	4.35	2.17	1.80	0.20	0.20	52.18
Reinforcing Ironworker (rebar/rodman)	43.46	4.35	2.17	1.80	0.20	0.20	52.18
Crane Operator	44.72	4.47	2.24	1.80	0.20	0.20	53.62
Equipment Operator II	37.35	3.74	1.87	1.80	0.20	0.20	45.16
Equipment Operator I	33.82	3.38	1.69	1.80	0.20	0.20	41.10
Truck Driver	28.98	2.90	1.45	1.80	0.20	0.20	35.52
Skilled Labourer III	41.09	4.11	2.05	1.80	0.20	0.20	49.45
Skilled Labourer II	37.35	3.74	1.87	1.80	0.20	0.20	45.16
Skilled Labourer I	33.96	3.40	1.70	1.80	0.20	0.20	41.25
Labourer III	30.87	3.09	1.54	1.80	0.20	0.20	37.69
Labourer II	28.06	2.81	1.40	1.80	0.20	0.20	34.47
Labourer I	25.51	2.55	1.28	1.80	0.20	0.20	31.54

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Effective May 1, 2022							
	Base Wage	Vac./Stat. Holiday Pay (10%)	Pension (5%)	Health and Welfare	Education Fund	Industry Fund	Total
Carpenter	44.33	4.43	2.22	1.80	0.20	0.20	53.18
Welder	45.61	4.56	2.28	1.80	0.20	0.20	54.65
Ironworker (Structural steel)	44.33	4.43	2.22	1.80	0.20	0.20	53.18
Reinforcing Ironworker (rebar/rodman)	44.33	4.43	2.22	1.80	0.20	0.20	53.18
Crane Operator	45.61	4.56	2.28	1.80	0.20	0.20	54.65
Equipment Operator II	38.10	3.81	1.90	1.80	0.20	0.20	46.01
Equipment Operator I	34.50	3.45	1.72	1.80	0.20	0.20	41.87
Truck Driver	29.56	2.96	1.48	1.80	0.20	0.20	36.19
Skilled Labourer III	41.91	4.19	2.10	1.80	0.20	0.20	50.39
Skilled Labourer II	38.10	3.81	1.90	1.80	0.20	0.20	46.01
Skilled Labourer I	34.63	3.46	1.73	1.80	0.20	0.20	42.03
Labourer III	31.48	3.15	1.57	1.80	0.20	0.20	38.40
Labourer II	28.62	2.86	1.43	1.80	0.20	0.20	35.11
Labourer I	26.02	2.60	1.30	1.80	0.20	0.20	32.12

Notes

- a. Zone 1 includes the following OLRB Areas: 16; 17; 19; 20; 21; 22; 23; 24; 25; 32; 33. Zone 2 includes the following OLRB Areas: 1; 2; 3; 4; 6; 7; 10; 11; 12; 13; 14; 18; 27; 28; 29; 30; 31. Zone 3 includes the following OLRB Areas: 5 & 9. Zone 4 includes the following OLRB Areas: 15 & 26. Zone 5 includes OLRB Area 8. Rates above are applicable for non-ICI sector projects. The parties agree to meet and negotiate rates for the ICI sector.
- b. Given uncertainty surrounding the COVID-19 pandemic and its impact on the construction sector, the Parties agree to meet in January 2021 to negotiate total package amounts applicable to the second and third year of the Agreement.
- c. Responsibility Premiums: it is the Employer's sole discretion to appoint an employee as a Working Foreperson. Once a Working Foreperson is appointed, the Employer may revoke that appointment and that revocation is not disciplinary and may not be the subject of a grievance. The appointment of a Working Foreperson on a site, or at a particular stage of construction, in no way, binds the Employer to appoint a Working Foreperson at any other time. A Working Foreperson will receive a premium of six percent (6%) above his normal wage rate.
- d. Union members assigned to the Employer's project are to be classified and paid by the Employer, giving due consideration to the Union's recommendation which shall be given in good faith.
- e. Rates for equipment not covered in Schedule "A" are to be assigned by mutual agreement.
- f. Technological Change: By mutual agreement of the parties, classifications and wage rates for new types of equipment and

- new technologies shall be assigned to existing classifications in the wage grid or to new classifications and new wage rates, as needed. If the Employer and the Union cannot come to a mutual agreement, the Employer may assign a wage rate and classification which is subject to the grievance and arbitration procedure outlined in this Agreement.
- g. Prior to work commencing work on a project that requires an overnight stay out of town, the parties shall convene a pre-job meeting and conclude a pre-job agreement to effect a mutually agreement by the parties to amend the Agreement regarding terms and conditions, travel, out of town allowances and schedule of payment for same, the weekly work schedule, rotation of crews, etc.
 - h. All apprentices shall receive the following minimums for the respective periods as indicated by the Regulations pursuant to the *Ontario College of Trades and Apprenticeship Act, 2009*:
 - a. 1st period - 50%
 - b. 2nd period - 60%
 - c. 3rd period - 75%
 - d. 4th period - 85%
 - i. Apprentices moving from fourth term to journeyperson status must pass the Red Seal Exam or obtain a Certification of Qualification in the branch of the applicable trade.
 - j. Licensed trades possess a Certificate of Qualification in their trade or and interprovincial Red Seal or equivalent license acceptable to the Employer.

- k. The defined Schedule “A” herein identifies the wages to be paid to employees, based on their respective designated classification, as assigned by the Employer in consultation with the Union, for hours worked on projects in the defined board area, and for employees whose primary residence is located within that Board Area. In the event that the Employer provides accommodations and travel for the respective project/contract, the Employer may adjust the rates as mutually agreed by the Union and Employer.

CLASSIFICATION DESCRIPTIONS

Classification	Level	Description <i>(may include, but is not limited to the defined)</i>
G.1 - Labour	I	<ul style="list-style-type: none"> • Entry level position; requires full time supervision; little to no experience. • Typically, less than 1,200 hrs worked in a similar capacity.
G.1 – Labour	II	<ul style="list-style-type: none"> • Limited experience; requires fulltime supervision; can perform such tasks as, but is not limited to, general cleanup, dewatering, material handling, formwork stripping and access scaffold removal; can provide assistance with routine construction tasks. • Typically, more than 2,400 hrs worked in similar capacity
G.1 – Labour	III	<ul style="list-style-type: none"> • Some familiarity and knowledge with various divisions of construction works; requires part-time supervision; can perform such tasks as, but is not limited to, installation of access scaffolding and working platforms, formwork assembly, setting and stripping, operate light duty equipment (material handling, compaction equipment, light excavation), wiremesh and dowel installation and concrete removals – hand chipping; can operate power tools. • Typically more than 3,600 hrs worked in similar capacity
G.2 – Skilled Labour	I	<ul style="list-style-type: none"> • Designated by the employer as a skilled employee • Experienced in various divisions of construction works; has the skill and ability progressed beyond

		<p>general labour duties (but still may perform general duties as required by L1-L3); requires part-time supervision; can perform such tasks as, but is not limited to, carpentry works, concrete placement, form and pump, reinforcing steel, miscellaneous metals and steel, rigging and hoisting, and has an understanding of construction drawings and general layout of work.</p> <ul style="list-style-type: none"> • Typically, more than 4,800 hrs worked in a similar capacity.
G.2 – Skilled Labour	II	<ul style="list-style-type: none"> • Designated by the employer to possess all the skills of a Skilled Labour I • Requires limited supervision; has the ability to provide leadership and mentor team members in lower capacity; can complete quantity take-offs and assist in planning construction tasks; has an understanding of construction layout techniques; can perform such tasks as, but is not limited to, installation of hanging/suspended access platforms, concrete finishing, miscellaneous structural steel installation, operate equipment (if required). • Typically, more than 6,000 hrs worked in a similar capacity.
G.2 – Skilled Labour	III	<ul style="list-style-type: none"> • Designated by the employer to possess all the skills of a Skilled Labour I-II. • Requires limited to no supervision and has the ability to lead and mentor team members; can perform construction layout, both vertically and horizontally; has a complete understanding of construction drawings and can complete quantity

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		<p>take-offs; plan construction tasks from start to finish; is well rounded with, but is not limited to, carpentry works, formwork, concrete placement and finishing, reinforcing ironworks, structural steel installation, operating equipment.</p> <ul style="list-style-type: none">• Typically more than 9,000 hrs worked in a similar capacity. Fully experienced in general construction works.
G3 – Truck Driver	I	<ul style="list-style-type: none">• Designated by the employer, who primarily drives a vehicle, other than a dump truck, requiring a class “A” or class “D” license.
G4 – Equipment Operator	I	<ul style="list-style-type: none">• Designated by the employer, who primarily operates equipment. Equipment Operator 1 primarily operates light equipment (such as a skid steer, zoom boom, backhoe, loader or mini-excavator, complete with attachments). can operate a mixture of light equipment, and some heavy equipment (such as bulldozer and mid-size excavator). Requires supervision.
G4 – Equipment Operator	II	<ul style="list-style-type: none">• Designated by the employer, who can perform heavy equipment operating, which includes, but is not limited to, operating large excavators, grading equipment and demolition equipment. Requires limited supervision.

LETTER OF UNDERSTANDING #1

Between

URBANLINK CIVIL LTD.

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

THIRD PARTY MEDICAL EXAMINATIONS

When an employee requests accommodation due to a disability, the Employer has the right to have the employee examined by a third party medical professional of its choosing.

In such a circumstance, the employee shall provide the Employer and the health professional with written consent for the health professional to release the results of the medical test, examination or evaluation to the Employer, including prognosis, ability to return to work and limitations. The Employer is restricted to use such released results solely for the purpose of considering the accommodation request and will keep the results in absolute confidence.

Prior to the employee being examined, the Employer shall notify the Union and the employee of the reason for the examination.

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

Signed on behalf of **URBANLINK CIVIL LTD.**

Per _____

Per _____

Signed on behalf of **CONSTRUCTION WORKERS UNION, CLAC LOCAL 6**

Per _____

Per _____

GRIMSBY MEMBER CENTRE

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PO Box 219
Grimsby, ON L3M 4G3
T: 905-945-1500
TF: 800-463-2522
F: 905-945-7200
grimsby@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC BENEFITS

1-800-463-2522

CLAC TRAINING

1-877-701-2522

CLAC JOBS

1-877-701-2522

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