

COLLECTIVE AGREEMENT

Between

UPPER CANADA GLASS

And

**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 52**

DURATION: APRIL 1, 2021 – MARCH 31, 2023

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Between

UPPER CANADA GLASS

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

(hereinafter referred to as "the Union")

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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 set forth herein;
 - c. to establish an orderly system for the promotion, transfer, layoff and recall of employees;
 - d. to establish a prompt, just 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 between the Union, the Employer and the employees which will be conducive to their mutual well-being.
- 1.02 It is agreed that 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.

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

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Province of Ontario, save and except non-working foremen and persons above the rank of non-working foremen. Up to one (1) working foreman may be excluded from the above bargaining unit if his regular duties consist of fifty percent (50%) or more office work and retail sales.

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

- 2.03 The Employer agrees that the duly appointed representatives of the Construction Workers Union, CLAC Local 52 are authorized to act on behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 The Union acknowledges that it is the exclusive function of the Employer:
- a. to manage the enterprise, including the scheduling of work and the control of materials;
 - b. to maintain order, discipline and efficiency, and to make, alter and amend rules of conduct and procedure for employees, provided such rules are reasonable and consistent with the purpose and terms of this Agreement and are administered in a fair manner;
 - c. to hire, direct, transfer, promote, lay off, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee who has been disciplined or discharged without just cause will be subject to the grievance procedure set forth below.
- 2.05 The Employer may subcontract out work where:

- a. he does not possess the necessary facilities or equipment;
- b. he does not have and/or cannot acquire the required manpower;
- c. he cannot perform the work in a manner that is competitive in terms of cost, quality and within projected time limits.

Work normally performed by members of the bargaining unit will not be subcontracted out if employees qualified to do the work are on layoff, or if employees qualified to do the work must be laid off, transferred, or discharged as the result of subcontracting out of work.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a. the Union has the right to appoint stewards. The stewards are representatives of the employees in certain matters pertaining to this Agreement.
 - b. Local 52 Representatives are representatives of the employees, in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and of enforcing the employees'

collective bargaining rights and any other rights under this Agreement and under the law.

- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such stewards at their regular hourly rates while attending to such matters, as well as for time spent on negotiating a collective agreement with the Employer, whenever this takes place during the regular working hours of the stewards and/or employees concerned.
- 3.04 The Employer and the Union agree that Labour-Management Committee meetings shall be held for the purpose of discussing matters of mutual interest or concern. Such meetings shall be held once every year during the life of this Agreement. The company President, Union Steward, and Union Representative will be standing members of the Labour-Management Committee, and other Employer or employee representatives may attend as their interest and as the

free exchange of information and opinions may require. Minutes shall be kept at all such meetings, and identical copies shall be kept by the Employer and the Union.

- 3.05 There shall be no Union activity on the Employer's time or on the Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

ARTICLE 4 - STRIKES OR LOCKOUTS

- 4.01 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.
- 4.02 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 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of manpower requirements giving as

much prior notice as possible. The Union will provide a list of manpower available. The Employer at its discretion may hire employees so listed or from other sources.

- 5.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.
- 5.03 New employees will be hired on a three (3) month probationary period, and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of their last hiring by the Employer.
- 5.04 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 5.05 The Employer and the Union will endeavour to make use of an apprenticeship program for employees hired in the Skilled Glazier Helper and Glazier Helper classifications. The parties recognize the Employer's legitimate concern to maintain control over the availability of manpower especially at peak work periods.
- 5.06 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employees 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 will be referred by the Employer to a steward or Local 52 Representative in order to give such steward or Local 52 Representative an opportunity to describe the Union's purposes and representation policies to such new employees.

ARTICLE 6 - CHECKOFF

6.01

- a. The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as continued within the Employer Dues Directive issued by the Union office.
- b. The Employer is authorized to deduct any administration fees owing by an employee to the Union when hired.
- c. The total amount(s) checked off and/or deducted on behalf of the Union will be turned over 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 turned over for each.

- 6.02 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 re-directed. Such application shall outline the nature of the conscientious objection.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement and the rates for same shall be subject to negotiation between the Employer and the Union.
- 7.03 The Employer agrees to pay three (3) hours of wages in the event that the employee who reports for work in the usual manner is prevented from starting work due to any cause not within his control. This clause shall not apply if the employee is prevented from starting work due to fire,

lightning, power failure, storms or similar causes beyond the Employer's control that result in the stopping of work.

- 7.04 The Employer agrees to provide each employee with a year-to-date update sheet of all payroll amounts accrued (eg. wages, vacation, taxes, etc.) on a monthly basis.
- 7.05 Wages shall be paid by-weekly by direct deposit and shall be accompanied by a separate statement identifying both the Employer and employee deductions, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings pay period and the amount of each deduction and net earnings.

ARTICLE 8 - OVERTIME AND SUNDAY LABOUR

- 8.01 The regular workweek shall consist of five (5) eight (8) hour workdays, Monday to Friday inclusive.
- 8.02
- a. Employees who are required to perform work in excess of forty-three (43) hours per week shall be paid at the rate of time and one-half times (1½x) the regular rate of pay for such excess hours.
 - b. Overtime hours worked by an employee shall be banked to the credit of the employee at the rate of one and one half (1½) hours banked for every hour of overtime worked. Overtime worked shall be shown

with the employee's pay. Once an employee's bank reaches forty (40) hours, no additional overtime hours will be added, but will be paid with the employee's regular pay.

- c. In weeks in which the employee does not work forty (40) hours or more due to illness or shortage of work, the Employer shall pay the employee from his bank, on his regular paycheque, the difference between his hours worked and forty (40) hours. If an employee is receiving funds from a government program that would affect this Article, the employee may not be entitled to receive the pay from his bank on his paycheque for that pay period.
- d. An employee who leaves the employ of the employer shall be paid his remaining banked hours at his current rate of pay.
- e. Employees may require payout of the bank upon one day's notice in case of an emergency. In very unusual circumstances employees may require payout of half of their bank with a day's notice.

8.03 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half times (1½x) the regular rate of pay for such hours, irrespective of weekly hours.

- 8.04 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 two (2) times the regular rate of pay for such hours, irrespective of weekly hours.
- 8.05 The minimum pay for call-outs is two (2) hours of overtime.
- 8.06 When an employee begins a shift between 4:00 p.m. and 6:00 p.m. he shall be paid straight time for each hour worked until 11:00 p.m. plus the value of one (1) additional hour's work. If the employee works past 11:00 p.m. he shall be paid overtime from that point on. For safety reasons, if the employee works past 2:00 a.m. he shall not work the following day shift. An employee may waive the overtime requirement for Saturday work up to one (1) time per month as an alternative to doing work at night. Wages for such Saturday work will include a ten percent (10%) premium.

ARTICLE 9 - VACATIONS AND VACATION PAY

- 9.01 Employees who have completed one (1) year of service with the Employer shall receive three (3) weeks vacation with pay equal to six (6) percent of their annual gross

earnings. A minimum of one thousand dollars (\$1,000.00) of vacation pay will be held by the company and paid out to the employee at the time of the employees main scheduled vacation.

9.02 Employees, after completing ten (10) years of service, will be entitled to the following:

- 10 years - 3 weeks vacation with pay equal to six percent (6%) of gross annual earnings;
- 11 years - 3 weeks + 1 day with pay equal to six point four percent (6.4%) of gross annual earnings;
- 12 years - 3 weeks + 2 days with pay equal to six point eight percent (6.8%) of gross annual earnings;
- 13 years - 3 weeks + 3 days with pay equal to seven point two percent (7.2%) of gross annual earnings;
- 14 years - 3 weeks + 4 days with pay equal to seven point six percent (7.6%) of gross annual earnings;
- 15 years - 4 weeks vacation with pay equal to eight percent (8%) of gross annual earnings.

9.03 The Employer will grant vacations at the times requested in the vacation seasons or period. The employees are entitled to take two (2) weeks of their annual vacation at their discretion; any additional time may have to be taken during the slack season. In order to prevent undue interference with the normal business requirements, it is

understood and agreed that employees shall not take vacations simultaneously.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 The Employer agrees to pay at regular rates of pay for eight (8) hours for the following nine (9) holidays:

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

The parties agree that the Civic Holiday will be considered the public holiday as a substitution for Family Day.

Any additional Holidays named by the Provincial or Federal governments will be recognized and added to the above list respectively.

10.02 If any employee is required to work on one of the above mentioned holidays, he shall be paid at the rate of one and one-half times (1½x) the regular rate of pay, in addition to his holiday pay.

10.03 The provisions of Article 10.01 shall apply only to employees who:

- a. have not been absent from their work due to sickness or injury for a period longer than six (6) months immediately prior to the holiday;
- b. have worked or are available for work the regularly scheduled workday immediately preceding and the regularly scheduled workday immediately following the holiday. Any employee who is absent with the permission of the Employer on either or both of the qualifying days shall receive pay as aforesaid for such holiday, except in the case of extended leaves of absence;
- c. who have not been laid off for a period longer than thirty (30) calendar days immediately prior to the holiday.

10.04 When one of the above-mentioned holidays falls on a Saturday or Sunday, the day proclaimed shall be the day observed. If no other day is proclaimed, the employee shall be paid for the holiday in accordance with the conditions outlined in Article 10.01.

10.05 Should any paid holiday fall during the vacation period of an employee, he shall be paid for such holiday at the regular rate for eight (8) hours, in addition to his vacation pay.

- 10.06 For the purpose of calculating overtime, the paid holiday shall not be considered as time worked.
- 10.07 Part-time employees, who are working less than twenty-four (24) hours per week, may not be entitled to statutory holiday pay if they are receiving funds from a government program that would affect Article 10.01.

ARTICLE 11 - SENIORITY AND LAYOFFS

- 11.01 Seniority of employees shall be recognized within their respective trade and job classifications. New employees shall be placed on the seniority list at the end of their probationary period and their respective seniority shall be dated back to the date of beginning of employment.
- 11.02 Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the seniority status of an employee within its jurisdiction.
- 11.03 An employee shall lose his seniority and shall be deemed to have quit for any of the following reasons:
- a. if the employee voluntarily quits his employment;

- b. if the employee is discharged for a just cause and the discharge is not reversed through the grievance procedure;
- c. for failure to report to work following a layoff pursuant to the terms of Article 11.07;
- d. is absent from work for three (3) consecutive working days without notifying the Employer, unless a reason satisfactory to the Employer is given;
- e. is absent due to layoff or long-term disability, or both, which absence continues for more than six (6) months, except in the event that the employee is on Workers' Compensation and in the event of sickness when the employee has submitted satisfactory evidence of illness, in which cases a period of two (2) years shall apply;
- f. if the employee fails to report for work upon the termination of an authorized leave of absence, unless a reason satisfactory to the Employer is given, and is discharged as a result thereof, which discharge is not reversed through the grievance and arbitration procedure herein;
- g. if an employee utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

11.04 When a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further

reductions are necessary, the Employer shall determine the order of layoff in consultation with the union and in doing so, they shall be guided by the following considerations:

- a. seniority standings of the employees;
- b. ability of the employees to perform the work.

It is understood and agreed that no employee will be laid off if there is a fellow employee (or employees) of comparable seniority who is still entitled to vacation. In such a case the latter may be required to take up any remaining vacation to which he is entitled before others will be laid off.

- 11.05 The Employer shall give one (1) week's notice to the employees of the need for a layoff.
- 11.06 Any appeal in regard to a layoff must be taken up under the first step of the grievance procedure hereinafter set forth within five (5) workdays after the layoff took place.
- 11.07 Any employee laid off and recalled for work must return within one (1) workday when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.

11.08 Employees who terminate their employment or are laid off and who are re-hired or return to work within eighteen (18) months do not have to serve the probationary period and shall be credited with the seniority they had when they left.

ARTICLE 12 - HEALTH INSURANCE

12.01 In order to help protect employees and their families from the financial hazards of illness, the Employer agrees to pay seventy-five percent (75%) of the premium costs of the following coverage, for all employees who have completed one year of employment:

- a. \$50,000.00 term life insurance for employees;
- b. \$50,000.00 accidental death and dismemberment insurance rider for employees;
- c. a prescription drug plan using a drug card with a ten percent (10%) deductible feature, for employees and dependents;
- d. a dental care plan equivalent to Blue Cross #7, Rider #2, based on current ODA fee schedule, for employees and dependents;
- e. extended health package, including semi-private hospital coverage, vision care coverage of up to three hundred dollars (\$300.00) per person biannually, psychiatric, chiropractic, outpatient and in-home

care, with payment as outlined in contract with the carrier, for employee and dependents.

12.02 The Employer agrees to deduct and remit the monthly premium amount from each employee for a long-term disability insurance plan as instructed by the union benefit office.

12.03 It is understood that the premiums as aforementioned shall be remitted directly by the Employer and further, in the event of layoff or sickness of an employee, the Employer shall contribute and remit the premium for the month in which the layoff or sickness took place. Employees on layoff or sickness shall be allowed to contribute premium payment via the company.

ARTICLE 13 - TRANSPORTATION AND TRAVEL TIME

13.01 If an employee's motor vehicle is used for transportation to and from jobs, at the Employer's request, the owner shall be paid fifty-five cents (\$0.55) per kilometre for all such kilometres driven.

An employee may refuse to transport company materials in his own motor vehicle if such materials would constitute a hazard such as an unstable load or if such materials would cause damage to his vehicle.

13.02 Employees shall be obligated to travel together as much as possible to eliminate unnecessary car usage.

13.03 Employees shall be paid travel time, both ways, to any job. When an employee uses his own vehicle to travel to a job that is between 100 and 150 kilometres from the shop he will be paid travel time one way.

Employees who are required to stay away from their homes overnight will receive an allowance of fifty dollars (\$50.00) per day. The Employer will also pay for the reasonable costs for overnight lodging but shall not require more than two (2) employees to stay in an ordinary hotel room.

13.04 The Employer agrees to pay expenses for mileage and room and board on a weekly basis.

ARTICLE 14 - DEFERRED AND CASH OUT PROFIT SHARING

14.01 All employees who have worked with the Employer for a period of one (1) full year are entitled to an RRSP contribution. The Employer shall make the contribution to an employee designated RRSP prior to February 15 each calendar year. Such contributions shall equal five percent (5%) of the employee's gross annual wages (excluding taxable benefits) for the previous (calendar) year.

14.02 The Employer shall enrol all employees with one (1) year seniority in a cash-out profit sharing plan. Employees with journeyman status shall be enroled with a full share once they have completed one (1) year seniority. All other employees with more than one (1) year but less than five (5) years of service shall participate on the basis of partial shares according to the following schedule:

less than 1 year of service	- 0% share
1-2 years of service	- 20% share
2-3 years of service	- 40% share
3-4 years of service	- 60% share
4-5 years of service	- 80% share
5 or more years of service	- 100% share

14.03 Profits to be distributed in the cash profit sharing plan shall equal twenty percent (20%) of the Employer's pre-tax profits in the previous fiscal year. Before June 1 each year, the company auditor shall disclose to all eligible employees the Employer's federal tax return for the previous year. The auditor shall also report a figure equal to twenty percent (20%) of the Employer's pre-tax profits, as well as the number of eligible employee shares and the value per share. It is understood and agreed that eligible management employees shall also participate in the profit sharing plan on a one share per employee basis.

- 14.04 On or by June 1 each year, all eligible employees shall be paid the cash value of their profit share, subject to the required tax deductions. Employees who so request at least one (1) week prior to June 1 may add all or part of their profit share to the deferred profit sharing plan outlined in Article 14.01. Regardless of whether the profit share is paid out or deferred, it shall be considered a part of the employee's gross annual wages for the purpose of Article 14.01. However, the parties agree that there shall be no vacation pay calculated on the cash-out profit share amount. Deferred profit sharing amount will be paid.
- 14.05 Employees who are enrolled in the cash-out profit sharing plan, and whose employment is terminated for any reason subsequent to their enrolment, or who are laid off, shall be eligible to share in profits made during the year in which their employment was terminated or interrupted. Such employees shall receive one-twelfth (1/12th) of their normal entitlement for every month during which their employment continued beyond the 15th of the month. Such entitlements shall not be paid out until the profit sharing payout date indicated in Article 14.04. Such employees shall be obligated to keep their current address on file with the Employer in order to be notified of their profit share at the appropriate time.

For the purpose of this article, employment shall be defined as time spent actively working for the company and shall exclude the six (6) months retention of seniority for recall purposes while on layoff specified under article 11.03 (e).

- 14.06 Employees shall provide the Employer yearly, before February 1st with a written direction for the purpose of having the Employer remit the employees portion of the profit share to an RRSP account of the employee's choice. Monies will not be disbursed without a written direction and all disbursements shall be disbursed without a written direction and all disbursements shall be to RRSP's only (subject to 14.01). Both spouses must sign the direction where applicable.

ARTICLE 15 - PROTECTIVE EQUIPMENT AND TOOLS

- 15.01 The employees shall wear safety hats if required in their duties, to be furnished free of charge by the Employer.
- 15.02 All protective equipment supplied by the employer shall remain the property of the Employer.
- 15.03 All tradesmen shall supply their own tools, except power tools. The Employer agrees to replace worn-out or broken tools, provided the broken or worn-out tools are returned to the Employer. The Employer agrees to cover, within

reason, the cost of repairs to the employees' personal cordless drills for damage caused by use in service of the employer.

15.04 The Employer agrees to pay each full-time employee up to three hundred dollars (\$300.00) including taxes as a boot allowance by April 1 of each year upon the presentation of a receipt for safety boots by an employee.

15.05 The Employer agrees to provide each employee with at least six (6) months seniority, a two hundred and fifty dollars (\$250.00) uniform allowance every six (6) months, paid by May 1 and November 1 each year. Additionally the Employer will provide employees with five (5) golf shirts, and five (5) short and long sleeve shirts. In alternating years beginning with spring 2007, each employees shall receive a spring jacket (preferably weather proof) followed by a winter carhart jacket.

ARTICLE 16 - EDUCATION AND TRAINING

16.01 The Employer shall contribute fifteen cents (\$0.15) per hour to the CLAC Education Training Fund, for all hours worked by all employees.

16.02 Contributions to the Fund will be used by the Union to assist members in exercising their right to work and have access to job sites, 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 17 - INDUSTRY FUND

- 17.01 Beginning April 1, 2011 the Employer shall contribute to the Union's industry fund ten cents (\$0.10) per hour for each hour worked by each employee covered by this Agreement and shall remit such contributions to the Union by the 15th of the month following the month in which the contribution is made. It shall be sent to the local union's regional office along with the remittance for union dues as set out in Article 6.01.
- 17.02 The industry fund is used to promote the CLAC model of open shop unionized construction representation. This 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.

17.03 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 18 - REST PERIODS

18.01 There shall be two (2) rest periods (or coffee breaks) with pay of ten (10) minutes duration each, daily, one in the morning and one in the afternoon.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 The Employer shall grant leaves of absence without pay and without loss of seniority rights for the following reasons for a maximum period of one (1) month:

1. Marriage
2. Sickness
3. Death in the immediate family
4. Union activity other than this establishment

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

- 19.03 If an employee is bereaved of a member of his immediate family, the employee shall be granted a three (3) day leave with pay.
- 19.04 The immediate family in this Article shall mean: grandparents, mother, father, mother-in-law, father-in-law, brother, sister, wife, brother-in-law, sister-in-law, children and grandchildren of the employee.
- 19.05 The Employer agrees to pay for the first two (2) days of jury duty. It is understood that employees are expected to report to work if a day of jury duty ends early. The Employer will deal with situations on a “case-by-case” basis where employees are required to serve more than two (2) days of jury duty.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.01 The parties to this Agreement recognize the stewards and the Local 52 Representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- 20.02 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) workdays after the

subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

20.03 A "Group Grievance" is defined as a single grievance, signed by a steward or a Local 52 Representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.

20.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A policy grievance may be submitted by either party to arbitration as outlined under Article 19, thus by-passing Steps 1 and 2. Such policy grievance shall be signed by a steward or a Local 52 Representative, or in case of the Employer's policy grievance, by the Employer or his representative.

20.05 **Step 1**

Any employee having a grievance will, accompanied by a steward or a Local 52 Representative, submit the same to his immediate supervisor within five (5) working days of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third workday following the day upon which the grievance is submitted and will notify the grievor and the Local 52 Representative of his decision in writing.

Step 2

If the grievance is not settled under Step 1, a Local 52 Representative may within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Local 52 Representative of his decision in writing within three (3) workdays following the said meeting.

ARTICLE 21 - ARBITRATION

21.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration under the following procedure.

- 21.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the grievance procedure.
- 21.03 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) 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 chairman. If they are unable to agree upon a chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial chairman.
- 21.04 No person may be appointed as chairman who has been involved in an attempt to negotiate or settle the grievance.
- 21.05 The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman of the arbitration board governs.
- 21.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

- 21.07 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 20.03, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 21.08 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 Articles 20 and 21 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 21.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at hourly rates times normal working hours, day rates times normal working days, or average earnings, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the arbitration board.
- 21.10 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 circumstances surrounding

the discharge or suspension, the arbitration board may substitute a penalty which is in its opinion just and equitable.

21.11 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense of the chairman of the arbitration board.

ARTICLE 22 - DISCHARGE, SUSPENSION AND WARNING

22.01 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be a written one, and a copy of this warning will be forwarded immediately to the regional office of Local 52.

22.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, together with a Local 52 Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

ARTICLE 23 - DURATION

23.01 This Agreement shall be effective on the first (1st) day of April, two thousand and twenty-one (2021) and shall

UPPER CANADA GLASS
CLAC LOCAL 52
COLLECTIVE AGREEMENT APRIL 1, 2021 – MARCH 31, 2023

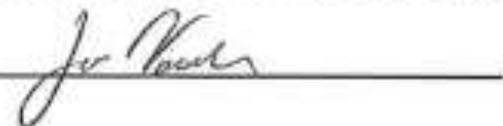
remain in effect until the thirty-first (31st) day of March, two thousand and twenty-three (2023) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within sixty (60) days prior to the expiry date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

DATED at Newmarket, ON, this 11th day of April, 2022.

Signed on behalf of
UPPER CANADA GLASS

Per 

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

Per 

SCHEDULE “A”

Classifications	Effective 01-Apr-21	Effective October 1, 2021	Effective 01-Apr-22
Journeyman Glazier	\$36.90	\$37.09	\$38.57
Skilled Glazier Helper:			
<i>Period Worked</i>			
0-6 months	\$15.70	\$15.78	\$16.41
6 months – 1 year	\$18.26	\$18.35	\$19.08
1 year – 2 years	\$23.01	\$23.13	\$24.06
2 years – 3 years	\$26.69	\$26.83	\$27.90
3 years – 4 years	\$28.45	\$28.59	\$29.73
4 years – 5 years	\$30.32	\$30.48	\$31.70
5 years – 6 years	\$32.19	\$32.35	\$33.64
6 years and over	\$33.89	\$34.06	\$35.42
Glazier Helper:			
<i>Period Worked</i>			
0-6 months	\$15.57	\$15.64	\$16.27
6 months – 1 year	\$17.24	\$17.32	\$18.01
1 year – 2 years	\$18.93	\$19.03	\$19.79
2 years – 3 years	\$20.79	\$20.89	\$21.73
3 years – 4 years	\$22.85	\$22.96	\$23.88
4 years – 5 years	\$25.13	\$25.26	\$26.27
5 years and over	\$27.69	\$27.83	\$28.94

* The parties agree to a wage opener for the wage rates effective April 1, 2022 as found in Schedule “A”. The parties agree to meet within sixty (60) days prior to April 1, 2022 to mutually agree upon the wage rates. The agreement is subject to ratification by

both parties. Should the parties not be able to agree to a settlement by April 1, 2022, the matter shall be referred to arbitration as provided for in the collective agreement.

1. Where no probationary rate is specified for their classification, probationary employees shall be paid twenty-five cents (\$0.25) per hour less than the basic rate in effect for their classification.
2. An employee classified as Glazier Helper is entitled to a fair performance and classification review upon the completion of four (4) years of service and every six (6) months thereafter. The review will be conducted by a company manager, a foreman, and two (2) journeyman glaziers.
3. The above rates at five (5) year and over level are guidelines only. They will be paid based on fair evaluations.
4. There shall be an absorbed rate of three dollars (\$3.00) per hour in addition to the regular journeyman glazier for outside foreman and safety representative. (Gord Ellis).

LETTER OF UNDERSTANDING #1

Between

UPPER CANADA GLASS
(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 52
(hereinafter referred to as "the Union")

The above named Employer and Union, who are signatory to an agreement hereby agree that Article 5.05 of that agreement is to be understood as outlined below:

1. The Employer may enter into an apprenticeship agreement with any employee who has been employed in the Glazier Helper or Skilled Glazier Helper classification for at least two (2) years. Registration in the apprenticeship for the Glazier and Metal Mechanic trade shall not be compulsory, but shall be at the option of eligible employees. The time of the taking of the course will be dependent on business requirements.
2. Employees who choose to register as apprentices in the Glazier and Metal Mechanic trade shall not have their wages decreased because of such registration. Under no

circumstances shall such employees be paid less than the following percentages of the journeyman rate:

1st 1000 hours	-	50%
2nd 1000 hours	-	55%
3rd 1000 hours	-	60%
4th 1000 hours	-	65%
5th 1000 hours	-	75%
6th 1000 hours	-	80%
7th 1000 hours	-	90%
8th 1000 hours	-	95%

3. An employee who has completed the entire apprenticeship program while employed by the Employer, shall be eligible for a full share in the cash-out profit sharing plan after he has been reclassified to the position of Journeyman Glazier and Metal Mechanic.
4. Employees receiving full-time instruction as apprentices in the Glazier and Metal Mechanic trade may request an advance of their portion of the profit sharing plan as follows:

During basic training	\$60.00 per week
During intermediate training	\$75.00 per week
During advanced training	\$90.00 per week

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CLAC RETIREMENT

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CLAC BENEFITS

1-800-463-2522

CLAC TRAINING

1-877-701-2522

CLAC JOBS

1-877-701-2522

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