

# **COLLECTIVE AGREEMENT**

Between

**FORTRESS CONCRETE FORMING INC.**

and

**CLAC LOCAL 53**

**DURATION: NOVEMBER 1, 2021 - OCTOBER 31, 2024**

# **COLLECTIVE AGREEMENT**

Between

**FORTRESS CONCRETE FORMING INC.**

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

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 53**

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

**EXPIRES: OCTOBER 31, 2024**

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	5
ARTICLE 2 - RECOGNITION.....	6
ARTICLE 3 - MANAGEMENT RIGHTS .....	7
ARTICLE 4 - UNION REPRESENTATION.....	8
ARTICLE 5 - NO STRIKES OR LOCKOUTS .....	9
ARTICLE 6 - EMPLOYMENT POLICY.....	10
ARTICLE 7 - CHECK OFF AND UNION MEMBERSHIP.....	11
ARTICLE 8 - WAGES AND RATES OF PAY .....	13
ARTICLE 9 - HOURS OF WORK, OVERTIME, ON CALL WORK, REST PERIODS AND SHIFT PREMIUM .....	14
ARTICLE 10 - VACATION AND VACATION PAY .....	17
ARTICLE 11 - PUBLIC HOLIDAYS .....	17
ARTICLE 12 - SENIORITY, LAYOFFS AND RECALL .....	18
ARTICLE 13 - CLAC HEALTH FUND.....	20
ARTICLE 14 - PENSION PLAN.....	21
ARTICLE 15 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD .....	22
ARTICLE 16 - HEALTH AND SAFETY .....	24
ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL.....	25
ARTICLE 18 - EDUCATION AND ASSISTANCE FUND.....	26

ARTICLE 19 - CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION  
FUND .....26

ARTICLE 20 - LEAVES OF ABSENCE, SICK LEAVE, BEREAVEMENT LEAVE  
AND JURY DUTY.....27

ARTICLE 21 - DISCIPLINE AND DISCHARGE .....29

ARTICLE 22 - COMPLAINTS AND GRIEVANCES.....30

ARTICLE 23 - ARBITRATION .....32

ARTICLE 24 - GENDER NEUTRALITY .....34

ARTICLE 25 - SEVERABILITY.....34

ARTICLE 26 - DURATION .....35

SCHEDULE "A" .....36

SCHEDULE "B" .....38

## **COLLECTIVE AGREEMENT**

**Between**

**FORTRESS CONCRETE FORMING INC.  
(hereinafter referred to as “the Employer”)**

**and**

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

**November 1, 2021 – October 31, 2024**

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### **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer, the Union, and the employees, to provide measures for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The parties jointly acknowledge the beneficial advantages of the establishment by the Employer of good working conditions and a fair level of compensation, both of which being significant factors in perpetuating the continued employment of the workforce. The Union acknowledges that to achieve these goals, the Employer must be in a strong market position, which means that it must produce efficiently, at the lowest possible cost, consistent with fair labour standards. The Union will support the Employer’s efforts to eliminate waste in production, conserve materials and supplies, provide a superior quality of workmanship, prevent accidents, and to strengthen the goodwill

between the Employer, the employee, the customer, and the public.

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

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all construction labourers, carpenters, and carpenter's apprentices in the employ of the Employer in all sectors of the construction industry in the Province of Ontario save and except non-working foremen, persons above the rank of non-working foreman and sales and office staff.
- 2.02 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification may be removed from or added to the bargaining unit except by mutual agreement, in writing, of the parties. Failure to agree to any revision, amendment or alteration of the bargaining unit or the removal from or addition to any bargaining unit classification shall not constitute a grievance, nor be submitted to arbitration.
- 2.03 The Employer may, at its sole discretion, subcontract, sublet, utilize outside agency staff, or otherwise assign any number of persons to perform work normally performed by employees covered by this Agreement provided that no qualified employee is laid off as a result, or no qualified employee is available for

recall or available during the recall period in accordance with Article 12.02(d). Any such subcontracting, subletting, utilization of outside agency staff or other assignment of such work shall be considered by the Employer and Union to be specifically excluded from and not within the scope of the bargaining unit description set out in Article 2.01 above, such that the terms and conditions of this Agreement shall have no application whatsoever to the subcontracting, subletting, utilization of outside agency or other assignment of such work.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 Provided such actions are consistent with the further terms of this Collective Agreement, the Employer's rights include but are not limited to the following:

- a. The right to maintain order, discipline, and efficiency; to make, alter and enforce rules and regulations and policies and practices to be adhered to by its employees including the right to continue to develop, administer, maintain and enforce the provisions of the Employer's Employee Manual provided such provisions are not inconsistent with any of the provisions of this Agreement;
- b. The right to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
- c. The right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities, the right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job

content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, including the workforce, without interference.

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

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

- a. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably. Stewards that are absent from work to attend a grievance meeting, grievance arbitration, mediation or any other proceeding that arises from the administration or enforcement of this Agreement shall receive their regular hourly rate for all time spent attending to such matters;
- b. Bargaining committee members shall be recognized as having authority to participate in the negotiations for a Collective Agreement and any renewals thereof. Bargaining committee members shall be granted paid leave from their scheduled work to participate in negotiations;
- c. Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and



enforcing the employees' collective bargaining rights as well as any rights under this Agreement and under the law.

- 4.02 The Union agrees to notify the Employer in writing of the names of its stewards and the effective dates of their appointments. The Employer shall not be required to recognize a steward until such notice is received.
- 4.03 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative may attend such meetings.
- 4.04 Union Representatives shall have the right to periodically visit job sites without disrupting productivity and without unreasonable intrusion into the Employer's or its clients' premises. The Union's Representative shall report to the site superintendent, or foreman upon arriving at a worksite, and shall abide by all necessary protocol as determined by the general contractor, the Employer, or the client.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

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

Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

## **ARTICLE 6 - EMPLOYMENT POLICY**

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of staffing requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Employer at its discretion may hire employees so listed or from other sources.
- 6.02 To assist in the efficient placement of appropriately skilled members the Employer will inform the Union when employees are laid off and when new employees are hired.
- 6.03 The Employer has the right to hire new employees as needed, provided that no employee is laid off as a result of the hiring, and provided that there are no employee(s) who have been laid off that are eligible for recall in accordance with Article 12.
- 6.04 New employees will serve a probationary period commencing from the date of hire and until having successfully completed sixty (60) days worked, during which the following shall apply:
- a. Regular union dues and fees are to be deducted and remitted from the first day of employment.
  - b. Notwithstanding the provisions of Article 21.01, which the parties agree will not apply to an employee who has not completed his probationary period, an employee may be discharged during the employee's probationary period, at the

discretion of the Employer, and such discharge shall not become the subject of a grievance.

#### 6.05 **Students**

- a. The term “Student” shall be applied to an employee hired to normally work only between May and September, and is enrolled in secondary or post-secondary school, or intends to return to a secondary or post-secondary education, or an employee that works at any time in the year as part of co-operative education program.
- b. A Student employee shall not be eligible for the contributions or payments that flow from Article 13 – CLAC Health Fund, Article 14 – Pension Plan and Article 17.03.
- c. A Student shall retain no recall rights as provided by Article 12. Students may progress through the wage grid, in accordance with the terms of Schedule “B.”
- d. When the conditions described in (a) above no longer apply to an individual, the Employer shall determine whether to offer the person regular employment, subject to all of the conditions of the Collective Agreement. Should a student become a regular employee, the probation period, and any other waiting period contemplated by Article 13, or Article 14 shall be waived. His employment date as contemplated by Article 12 shall thereafter be set as the date on which he becomes a regular employee.

### **ARTICLE 7 - CHECK OFF AND UNION MEMBERSHIP**

- 7.01 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the

contractual relationship with the Union. All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.

- 7.02 The Employer shall deduct from each pay of all employees covered by this Agreement, an amount of money equal to union dues, and shall remit the same monthly to the Union office, not later than the 15<sup>th</sup> of the month following the month in which such dues are deducted.
- 7.03 The Union shall hold harmless, and agrees to indemnify the Employer, its successors, administrators and assigns against any liability incurred by each of them by reason of having made any deductions, remittances, or payments required by this Agreement.
- 7.04 The Employer shall remit dues on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. name;
  - b. rate of pay;
  - c. gross earnings;
  - d. total regular and overtime hours worked in the month for which such deductions are made;
  - e. dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union; and
  - f. contributions on behalf of the employee and any deductions from and remitted for an employee as may be prescribed by this Agreement.

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

## **ARTICLE 8 - WAGES AND RATES OF PAY**

- 8.01 Wage rate schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof. The wages shall apply to all work performed by the employees.
- 8.02 Wages shall be paid weekly by direct deposit and shall be accompanied by a separate statement identifying both the Employer and employee, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings, the amount of each deduction and net earnings.
- 8.03 In the event that a new classification(s) is established by the Employer during the term of this Agreement, the wage rate applicable for such newly established classification(s) shall be subject to negotiations between the Employer and the Union.

Should the Employer and the Union fail to successfully negotiate such wage rate, the parties agree that the sole issue of the establishment of such wage rate may be submitted to arbitration in accordance with Article 23 - Arbitration of this Agreement.

- 8.04 Once annually, the Employer shall meet with each employee to review their rate of pay and identify areas of needed improvement.

An employee who believes that he has met the length of service and qualifications, as laid out in Schedule "B", to move up to the next classification on the wage grid, shall submit a request for review, in writing, to his supervisor. The Employer shall endeavour to respond in writing within two (2) weeks of receiving the written request.

## **ARTICLE 9 - HOURS OF WORK, OVERTIME, ON CALL WORK, REST PERIODS AND SHIFT PREMIUM**

- 9.01 The following sections and paragraphs are intended to define the normal hours of work, for the purpose of calculating overtime only and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 9.02 A regular workweek shall consist of forty-four (44) hours, comprised of five (5) regular work days, Monday to Friday inclusive. The employee and Employer may jointly agree to amend the regular work day, subject to the requirements of each work site.
- 9.03 All work performed in excess of ten (10) hours in one day, and any hours in excess of forty-four (44) hours in a work week, shall be paid at the rate of one and one-half times (1½x) the regular hourly rate of pay. In calculating the total regular number of hours worked per week, hours for which overtime has already

been paid due to the daily overtime threshold shall not be included.

- 9.04 All hours of work performed on Saturday shall be paid at the overtime rate of one and one-half times (1½x) the regular hourly rate of pay for those employees that have worked four (4) days of the previous Monday to Friday workweek and have worked thirty-six (36) hours or greater but less than forty-four (44) hours during those days. Whenever possible, the Employer shall give at least one week's notice prior to weekend work.
- 9.05 Work shall not normally be performed on Sunday. However, if extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of two times (2x) the regular rate of pay.
- 9.06 There shall be two (2) paid coffee breaks of fifteen (15) minutes on each shift. Employees shall be entitled to an additional paid coffee break for every two (2) hours worked beyond eight (8) hours per day. Employees shall take an unpaid meal period of one-half (½) hour at the midpoint of their shift, or at such time during their work day which is convenient. After working for eleven (11) hours in one day, the Employer shall provide dinner, or a twenty dollar (\$20) meal allowance to Employees.
- 9.07 In the event an employee is assigned to work an afternoon or night shift, he shall receive a shift premium which is equal to one (1) hour's pay which shall be added to his shift. Such hour shall not be attributable to the total regular hours worked in a week or for that day, for the purpose of determining overtime pay. This premium shall apply to all hours worked when the majority of the hours on a shift occur between 6:00 p.m. and 5:00 a.m. The Employer shall give an employee as much advance notice as possible before the employee is assigned afternoon or night shift work.

9.08 Scheduled “Off Shift” When an employee is assigned to work an “off shift”, the employee shall receive a minimum of eight (8) hours pay for each such “off shift” and all such hours shall be paid as time and one-half (1½) the employee’s regular rate of pay. The employee may be asked by the Employer to remain at work for eight hours in such cases. An employee who works such a shift shall not be scheduled to work for eight (8) hours following the conclusion of such shift. An “off shift” is defined as;

- a. one or two shifts in the course of the week where the majority of hours worked occur between 11:00 p.m. and 5:00 a.m. and,
- b. is occurring during a week in which the employee is otherwise normally working day shifts.

9.09 An employee who reports to work in the usual manner without having been notified that there is no work available, or who is sent home because of a lack of work before he has worked four (4) hours shall receive a minimum of four (4) hours pay at his regular hourly wage rate. In the case of inclement weather, the employee shall make reasonable effort to contact his supervisor prior to the beginning of the work day, and if not, may not be eligible for the minimum hours.

9.10 **Project Site Agreement**

In the event that a work site is of such distance from the Employer’s base of operations that further modification to the provisions of Article 9 – Hours of Work, or Article 15 – Transportation, Travel and Room and Board are necessary, the Employer and the Union may establish a ‘Project Site Agreement’ in advance of any work beginning at such work site.



## ARTICLE 10 - VACATION AND VACATION PAY

10.01 Employees shall receive vacation time and vacation pay (paid out on each check) calculated as per the chart below:

Years of Service	Less than 5 years	Upon completion of 5 years	Upon completion of 10 years
Vacation Pay	6%	7%	8%
Vacation Time	2 Weeks	3 Weeks	4 Weeks

10.02 Vacation periods shall be arranged by mutual agreement between the Employer and the employee, subject to the following considerations:

- a. Each employee is entitled to only one (1) week of vacation during the period beginning July 1st and concluding on Labour Day (Peak Period) unless the Employer specifically authorizes additional time.
- b. Requests for vacation during the “Peak Period” that are submitted between March 15<sup>th</sup> and March 30<sup>th</sup> shall be awarded in a manner that takes into consideration the employee’s seniority. All other requests shall be honoured on a first come first served basis and employees shall submit requests at least three (3) weeks in advance of the vacation time requested.
- c. The Employer shall grant vacation requests insofar as is practicable, having regard to the exigencies of the Employer’s business.

## ARTICLE 11 - PUBLIC HOLIDAYS

11.01 The following days shall be recognized as Public Holidays:

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

- 11.02 An employee shall be eligible for Holiday Pay for each of the above days provided that the employee has worked in the fifteen (15) work days preceding the holiday, and that the employee is not absent without cause, or permission the day immediately preceding and day following the Holiday. Holiday Pay shall be calculated as the regular number of hours normally worked in a day as per Article 9.03, multiplied by the employee's wage rate.
- 11.03 An employee shall not normally be required to work on a day listed in Article 11.01. If such work is necessary, the employee shall receive, in addition to Holiday Pay, Holiday Premium Pay which shall be calculated as one and one-half times (1½x) the employee's regular hourly rate for all time worked. Such hours shall not be included when determining the total number of regular hours worked in a week.

## **ARTICLE 12 - SENIORITY, LAYOFFS AND RECALL**

- 12.01 Seniority is the ranking of employees in accordance with their length of employment within their respective job classifications. Seniority of current employees covered by this Agreement shall be calculated from the date of hire. New employees, after successfully completing their probationary period, shall be added to the seniority list with seniority attributed from the date of hire. Separate seniority lists shall be maintained for each job classification as identified by Schedule "A" and these lists shall be maintained and kept current by the Employer and shall be made available to the Union upon request.
- 12.02 Seniority rights shall terminate, and an employee shall cease to be employed by the Employer when he:

- a. voluntarily quits his employment with the Employer;
- b. is discharged, and is not reinstated through the grievance procedure or arbitration;
- c. fails to report for work as scheduled for more than three (3) consecutive work days without having a justifiable reason for such failure to report;
- d. is laid off for a period of more than nine (9) consecutive months;
- e. fails to report on the first day following the expiration of a leave of absence without just cause;
- f. is absent for a period of more than twenty-four (24) months due to a bona fide injury, or illness;
- g. fails to report to work following a recall within two (2) workdays if unemployed, or five (5) workdays if employed elsewhere.

12.03 In the case of layoffs, the Employer shall rely on the seniority standing of the employees within their classification to determine the appropriate order of layoff. Classifications shall be as set out in Schedule "A" of this Agreement. In general, the employee having most seniority within his classification shall be laid off last and recalled first, provided the employee, at the sole discretion of the Employer, has the necessary skill, ability, and possesses the qualifications to perform the available work. The discretion exercised by the Employer in determining the order of layoff, or as to which employees to lay off shall not be unreasonably exercised. In all cases of layoff, probationary employees and students shall be laid off first.

- 12.04 In case of layoff, an employee shall be given at least a one (1) days' notice or payment equivalent to one (1) day of work in lieu thereof. The Employer shall not be required to give one (1) days' notice of layoff when equipment failure or shortage of material causes operations to cease.
- 12.05 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employee's classification and the employee's current phone number.

### **ARTICLE 13 - CLAC HEALTH FUND**

- 13.01 The Union warrants and represents that the Christian Labour Association of Canada Health Fund ("Benefit Plan") is established for the benefit of the employees covered by this Agreement and further that such Benefit Plan is maintained and administered by the Union and supervised by a Board of Trustees.
- 13.02 The Employer agrees to pay to the Union's Benefit Plan an amount as outlined under Schedule "A" for each hour worked by each employee covered under this Agreement.
- 13.03 The Employer's contribution to the Benefit Plan shall be submitted together with union dues and in the manner described in Article 7.04.
- 13.04 The Employer's sole obligation pursuant to Article 13 – CLAC Health Fund, and Article 14 – Retirement Savings shall be limited to making the payment more particularized therein. 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 contributed on behalf of or deducted from any employee's pay and remitted to the Union's Benefit Administration Office. In the

event that the Employer fails to comply with these Articles by not remitting to the Union, Article 13.04 will not apply.

13.05 The Employer acknowledges that the Benefit Plan provides for Long Term Disability insurance coverage (“LTD”). Where applicable, the Employer, as directed by the Union Benefit Administration Office, will deduct the cost of such LTD coverage from the employee’s pay cheques. The monthly cost as directed by the Union Benefit Office will be deducted in equal parts, from each employee. Such deductions shall be remitted to the Union together with the Employer’s Benefit Plan contributions in accordance with Article 13 – CLAC Health Fund of the Agreement. Participation in the plan and in the payroll deduction is mandatory.

#### **ARTICLE 14 - PENSION PLAN**

14.01 The Pension Plan is maintained and administered by the Union and is supervised by a Board of Trustees. Registered with the Canada Customs and Revenue Agency (CCRA) and the Financial Services Commission of Ontario (FSCO) as Pension Plan #0398594, the Plan is designed for the benefit of all employees covered under this Agreement.

14.02 The Employer shall contribute to the Pension Plan, on behalf of each employee, the hourly amount described in Schedule “A” of this Agreement, beginning from the first day of employment. Pension remittances are made in accordance with the Remittances Article and the Union policy on same.

14.03 Each employee shall make mandatory contributions to the Pension Plan of four percent (4%) of the employee’s regular hourly wage rate for all hours worked.

Should an employee increase their contribution to five percent (5%), the Employer shall increase their contribution by two percent (2%), on top of the hourly amount described in Schedule "A".

14.04 The Employer agrees to deduct, by way of payroll deduction, and remit to the Union, voluntary employee pension contributions. Such amounts shall not exceed the limits established by the Canada Customs and Revenue Agency. Employee contributions are recorded separately on the Employer's monthly remittance to the Union.

An employee request for such deductions shall be submitted to the Employer in a format provided by the Union. A copy of the completed form shall be sent to the Union with the first remittance of such additional voluntary contributions.

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

15.01 The Employer shall remunerate employees for travel time and mileage as follows:

- a. There shall be a free travel zone of forty (40) kilometers around the Employer's shop. Any worksite within that radius shall be exempt from the provisions herein.
- b. For any project beyond the free zone, the employee shall be paid a travel allowance equal to half the time spent travelling from the Employer's shop to the worksite, and half of the time for return travel. If the jobsite is more than 140 km from the Employer's shop, the travel allowance shall be equal to time spent travelling to and from the jobsite. Such payment shall include or generate vacation pay, benefit, pension, or other fund contributions.

- c. If there is to be a change of the established marshalling points, the Employer may only do so with agreement from the Union.
- d. Employees that are requested to use their own vehicles to; for all travel outside of the free zone, for travel to more than one worksite in a day within the free zone, or to transport materials necessary for the work shall be reimbursed for the use of their personal vehicle at a rate of fifty cents (50¢) per kilometre driven. When an Employer asks that an employee transport other to a worksite, the Employer shall reserve the right to make reasonable carpooling arrangements.

15.02 When employees are sent to work on a project beyond one hundred and forty (140) kilometres from the Employer's base of operations, and remain working on such project for consecutive days (in excess of one workday):

- a. they will be paid a daily subsistence allowance of forty dollars (\$40.00) for each day spent out of town;
- b. they will be provided, in the opinion of the Employer, with suitable accommodation. An employee who is assigned to accommodations that do not include adequate kitchen facilities shall be paid an additional ten dollars (\$10.00) per day;
- c. they will receive a non-taxable travel allowance for-the time spent travelling to and from the work site at the beginning and end of the work week only;
- d. they will be transported to the job by the Employer, or where the Employer does not provide transportation, shall receive mileage reimbursement as described in Article 15.01(d) for the trip to and from the project each week; and

- e. For projects in length of one week or more, the amounts laid out in 15.01 a & b shall be paid out for the day spent traveling to the jobsite, as applicable.

15.03 The Employer shall make arrangements for parking when employees are assigned to a worksite where no adequate parking exists.

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

16.01 The Employer, Union and the employees shall comply with the provisions of the *Occupational Health and Safety Act* where and when applicable. The Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the workers.

Employees are required to report to their Employer any unsafe work conditions, or violation of any safe work policies or procedures established by the Employer, or any violation of relevant safe work legislation.

There shall be adequate washroom facilities at all jobsites, and this shall include the Employer's shop.

16.02 An employee who is injured in the course of performing his duties and requires medical attention and is unable to continue work shall be paid for his regularly assigned hours for the day of the injury only.

16.03 While attending safety training courses authorized by, or required of the employee by the Employer, employees will receive their regular hourly rate of pay for time spent in class, but such hours shall not attract benefit or RRSP contributions, nor shall such hours be used in the calculation of total regular hours worked in a day, or in a week for the purpose of



determining eligibility for pay at overtime premium rates. No pay shall be made for time or mileage in connection to travel to and from such courses. For clarity, the parties agree that safety training includes First Aid / CPR when an employee is assigned to acquire such training by the Employer.

## **ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL**

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

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

If employees bring in other personal tools, the Employer shall provide replacement costs for tools that are rendered unusable due to work, upon submission of a receipt, with approval from the Foreman or Supervisor.

17.03 The Employer agrees to pay each employee who has completed one (1) year of service, an annual boot allowance of two hundred dollars (\$200) paid on the first full pay period following completion of their first year of service and then every year of employment from that date thereafter.

## **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 at Article 7.04.
- 18.02 The Education and Assistance Fund shall be used by the Union to educate and instruct members in the competent practice of their trade, in matters relating to Health and Safety, and to instruct specific members in effective labour relations practices.
- 18.03 Having regard to the demands of the Employer's work and operations, the Employer will cooperate with the Union when safety and related courses are made available to the members employed with the Employer.

## **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 at Article 7.04.
- 19.02 The Industry Fund is used to promote the CLAC model of open shop unionized construction representation. This is achieved by industry development among for and with owners and purchasers of construction services, by advocating at municipal and provincial government, by representing open shop union principles at industry conferences and events, and by advising the union leaders, including staff and stewards of opportunities

and means to promote the CLAC model. The Industry Fund is used as determined by the union to strengthen the position of the Union, its members, and contractors.

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, SICK LEAVE, BEREAVEMENT LEAVE AND JURY DUTY**

20.01 The Employer shall, subject to reasonable business requirements, grant leaves of absence without pay for a time mutually agreed upon between the Employer and the employee for the following reasons:

- a. marriage of the employee;
- b. sickness of the employee or employee's immediate family;
- c. death in the immediate family;
- d. participation in union sponsored training or other educational events;
- e. birth or adoption of the employee's child.

20.02 In the event an employee is absent from work for more than one (1) week due to a bona fide illness, or in the case of injury for which time is lost at work, the Employer, at its own expense, may request that the employee provide written verification by a practicing physician, that the employee is able to return to his full duties. Such verification shall assess the extent to which the employee is able to perform the functions, duties, and work of the job classification to which such employee is normally assigned.

20.03 An employee shall be granted three (3) days leave of absence at his regular rate of pay to make arrangements for and to attend the funeral of an immediate family member which shall include;

- a. The employee's spouse, common-law spouse, or same-sex partner,
- b. The employee's parent, step-parent, foster parent, or parent of his spouse, common-law spouse, or same-sex partner,
- c. The child, step-child, foster child of the employee or the employee's spouse, common-law spouse, or same sex partner;
- d. A grandparent, step-grandparent, grandchild or step grandchild of the employee or the employee's spouse, common-law spouse, or same sex partner;
- e. The spouse, common-law spouse or same sex partner of the employee's child, step-child, or foster child
- f. The employee's brother or sister

20.04 An employee shall be granted a one (1) day leave of absence at his regular rate of pay to attend the funeral of other relatives, which shall include an aunt, uncle, niece, nephew, or cousin of the employee.

20.05 An employee shall be granted a leave of absence for jury duty.

20.06 An employee shall be granted three (3) days leave of absence at his regular rate of pay for the birth or adoption of an employee's child. This leave shall be paid for the number of regular hours that an employee would have worked on that day, and only for days on which an employee is absent from work.

20.07 Full-time employees shall be entitled to sick leave, as follows:

- a. Two (2) paid sick days per calendar year, provided the employee has completed one (1) year of service;
- b. Three (3) paid sick days per calendar year, provided the employees has completed two (2) years of service;
- c. Four (4) paid sick days per calendar year, provided the employee has completed three (3) years of service;
- d. Five (5) paid sick days per calendar year, provided the employee has completed four (4) year of service;

Employees shall notify the Employer the evening before the shift if they expect to be sick the following day.

Any unused sick days shall not carry over from year to year.

For each day per calendar year that an employee fails to report to work without notifying the Employer of the absence one (1) hour prior to the beginning of their shift, one (1) of the above paid sick days shall be forfeit to that employee.

Should any legislation provided for paid sick days, the number of paid sick days provided by legislation shall be deducted from the above. That is, the maximum amount of sick days the Employer is obligated to pay is listed above, unless legislation provides for a greater benefit than the above.

## **ARTICLE 21 - DISCIPLINE AND DISCHARGE**

21.01 The Employer may warn, suspend, demote, or discharge an employee for just cause. If the conduct or performance of an employee warrants disciplinary action, such action shall be confirmed in writing. A copy of all such documentation shall be

provided to the employee(s) involved and forwarded to the office of the Union at the time they are issued.

21.02 Any disciplinary notice shall be issued only after, or during the meeting with the employee being disciplined. An employee shall be advised of the nature of the meeting prior to attending. The employee shall be accompanied by a steward who shall be paid for such time in accordance with Article 4.01.

21.03 Disciplinary meetings shall normally take place during the affected employee's scheduled shift. If the employee is not at work and is not scheduled to work within three (3) days of the incident, or if the incident giving rise to the meeting is so serious that more immediate action is warranted, he may be called in at a time when he is not scheduled to work but shall be paid for such time during the meeting.

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

## **ARTICLE 22 - COMPLAINTS AND GRIEVANCES**

22.01 It is the mutual desire of the parties to this Agreement that reasonable and legitimate complaints and grievances of employees shall be dealt with as quickly as possible.

22.02 It is understood that in all cases an employee shall first give his immediate supervisor an opportunity to address his complaint before proceeding further with any grievance in accordance with this Article.

22.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

22.04 Within five (5) working days after the circumstances giving rise to the grievance occurred, the grievance shall be presented to the Employer, in writing, on the Union's standard form and the parties shall meet within the next five (5) working days to endeavour to settle the grievance.

22.05 The Employer shall issue its written decision respecting the grievance within five (5) working days of the meeting contemplated by this Article. If the Employer's decision is not satisfactory to the Union, the Union may refer the grievance to arbitration in accordance with Article 23.

22.06 A **Group Grievance** is defined as a single grievance, signed by a Steward or Union representative, on behalf of a group of employees who have the same complaint. A Group Grievance shall be processed in accordance with Article 21.03 of the grievance procedure set out above. The names of the employees having the same complaint and advancing such Group Grievance shall be identified and listed on the grievance form.

22.07 A **Policy Grievance** is defined as one which involves a question relating to the interpretation, application or administration of this Agreement, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable. A Policy Grievance may be submitted by either the Union or the Employer in accordance with Article 21.03 of the grievance procedure outlined above. In the case of a Policy Grievance submitted by the Employer, all references to "Union" and "Employer" in Articles 22.03 and 22.04 shall be interchangeable. Such Policy Grievance shall be signed by a Steward or a Union representative or, in the case of an

Employer's Policy Grievance, by the Employer or its designated representative.

22.08 In the event that the circumstances giving rise to any grievance occurred more than five (5) days prior to the complaint or grievance being initiated and delivered to either the Employer or the Union, as the case may be, then and in such event neither the Employer nor the Union shall be required to consider or process any such grievance.

22.09 For the proper administration of this Article:

- a. The nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later steps.
- b. In determining the time which is allowed in the various steps, only working days shall be included, and any time limits may be extended by agreement in writing only.
- c. If advantage of the provisions of this Article 22 is not taken within the time limits specified herein as set out above, or as extended in writing between the parties, the grievance shall be deemed to have been abandoned and may not be reopened.

## **ARTICLE 23 - ARBITRATION**

23.01 Each party to this Agreement may refer a grievance to arbitration provided the referral is made within ten (10) working days of the written decision described in Article 22.04 or the date that the written decision should have been made pursuant to Article 22.04. A grievance that is not referred to arbitration in



accordance with this Article shall be deemed abandoned and shall be inarbitrable.

- 23.02 Both parties to this Agreement agree that any grievance concerning the interpretation, application or administration of this Agreement, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable, which has been properly carried through all the steps of the grievance procedure outlined at Article 22 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- 23.03 The Board of Arbitration will be composed of a sole arbitrator chosen by agreement of the parties.
- 23.04 Within two (2) working days of the request of either party for a Board, each party shall notify the other of the name(s) of arbitrator(s) it proposes to act as the sole arbitrator.
- 23.05 Should the Employer and the Union fail to agree on a sole arbitrator within five (5) working days of the notification mentioned in Article 23.04 above, the Ministry of Labour of the Province of Ontario shall be asked to nominate an impartial person to act as the sole arbitrator.
- 23.06 The decision of the sole arbitrator shall be binding on the employees, the Union, and the Employer.
- 23.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

23.08 Each of the parties to this Agreement shall bear its own expense of arbitration, and the parties shall jointly bear the expenses, if any, of the sole arbitrator.

#### **ARTICLE 24 - GENDER NEUTRALITY**

24.01 In this Agreement, any references to the masculine gender shall include the female gender and references to the female gender shall include the masculine gender.

#### **ARTICLE 25 - SEVERABILITY**

25.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Federal legislation or by decision of the Ontario Labour Relations Board or any Court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions thereof.

## **ARTICLE 26 - DURATION**

26.01 This Agreement shall be effective November 1, 2021, and it shall remain in effect until October 31, 2024, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement not more than ninety (90) days before the expiration date of this Agreement, or in any like period in any year thereafter.

**SCHEDULE "A"**  
**CLASSIFICATION AND WAGE RATES**

**November 1, 2021**

Classification	Level	Hourly Wage	Benefit Plan	Pension (5%)	Education Fund	Industry Fund
Carpenter**	Journey person	37.28	1.80	1.86	0.20	0.20
Skilled Labourer		33.79	1.80	1.69	0.20	0.20
Construction Labourer	Level 4	32.10	1.80	1.61	0.20	0.20
	Level 3	28.72	1.80	1.44	0.20	0.20
	Level 2	25.34	1.80	1.27	0.20	0.20
	Level 1	21.96	1.80	1.10	0.20	0.20
Foreman Premium		2.00				
Supervisor Premium		4.00				

**November 1, 2022**

Classification	Level	Hourly Wage	Benefit Plan	Pension (5%)	Education Fund	Industry Fund
Carpenter**	Journey person	38.78	1.86	1.94	0.20	0.20
Skilled Labourer		35.14	1.86	1.76	0.20	0.20
Construction Labourer	Level 4	33.38	1.86	1.67	0.20	0.20
	Level 3	29.87	1.86	1.49	0.20	0.20
	Level 2	26.36	1.86	1.32	0.20	0.20
	Level 1	22.84	1.86	1.14	0.20	0.20
Foreman Premium		2.00				
Supervisor Premium		4.00				

**November 1, 2023**

Classification	Level	Hourly Wage	Benefit Plan	Pension (4%)	Education Fund	Industry Fund
Carpenter**	Journey person	39.94	1.91	2.00	0.20	0.20
Skilled Labourer		36.20	1.91	1.81	0.20	0.20
Construction Labourer	Level 4	34.39	1.91	1.72	0.20	0.20
	Level 3	30.77	1.91	1.54	0.20	0.20
	Level 2	27.15	1.91	1.36	0.20	0.20
	Level 1	23.53	1.91	1.18	0.20	0.20
Foreman Premium		2.00				
Supervisor Premium		4.00				

**Notes:**

1. The above rates are applicable in all sectors of the construction industry in the province of Ontario.
2. An employee that is indentured as an apprentice shall continue to receive his current rate of pay, until such time as the apprentice rate of pay exceeds the rate he is already receiving. The apprenticeship rate shall be a percentage of the “Carpenter Journeyperson” wage.
3. Progression through the Construction Labourer Rate shall occur as set forth in Schedule “B”, attached hereto.
4. Foreman Premium – The foreman premium shall be applied as follows:
  - a. The Employer may appoint an employee to serve as a foreman at its sole discretion. Generally, the designation shall apply to employees that have reached the top level of their respective classification for an employee who is able to demonstrate skill as a leader in the workplace and who is proficient at the work assigned to him;
  - b. The Foreman’s premium shall also apply to any employee that is assigned to act as a supervisor on a project where the supervisor is absent from the site for one whole work day, or longer.
5. Supervisor Premium – The supervisor premium shall be applied as follows;

The Employer may appoint an employee to serve as a supervisor at its sole discretion. Generally, the designation shall apply to an employee with supervisory experience, who has the routine responsibility of managing a worksite. The Supervisor is responsible for daily organization and direction of labour, equipment, and materials, and to ensure that acceptable standards of quality, safety and production are maintained by the crew. Once appointed to serve as Supervisor, an employee shall maintain the premium for all hours worked on all projects.

**SCHEDULE “B”**

**LABOURER**

	<b>Courses (Cumulative)</b>	<b>Service/ Experienc e</b>	<b>Tasks (Cumulative)</b>
<b>Skilled Labourer</b>		5200 hours worked	A worker who requires limited supervision and is capable of two (2) of the three (3) listed skilled tasks: Form-setter; Concrete Finisher; patch and level existing slabs; set anchor bolts; layout and rough carpentry. Understand and read shop drawings and blueprints
<b>Construction Labourer Level 4</b>	Standard First Aid and CPR/AED.	3120 hours worked	A worker who is capable of performing general labour duties, including but not limited to, needle and shoring installations, building scaffolding and winter protection enclosures, build safety railings, frame temporary partitions, set grades and set bucks, and levelling plate installations under general supervision.
<b>Construction Labourer Level 3</b>	Propane Handling in Construction	2080 hours worked	A worker who is capable of performing general labour duties, including but not limited to setting forms, slab-on-grade preparation, welded wire mesh placement, rebar

			install, poly underlay placement, grouting base plates, foundation insulation installation, assist with site layout, under general supervision.
<b>Construction Labourer Level 2</b>	Skid Steer Operator Safety	1040 hours worked	A worker with some construction experience able to perform general labour duties, including but not limited to general site clean-up, dewatering, assisting with winter protection, snow removal and temporary heating, under fairly close supervision.
<b>Construction Labourer Level 1</b>	Health & Safety Guidelines, WHMIS in Construction; Fall Arrest	N/A	An unskilled worker with little or no construction experience and who requires close supervision.

**CARPENTER**

	<b>Courses (Cumulative)</b>	<b>Service/ Experience</b>	<b>Tasks (Cumulative)</b>
<b>General Carpenter</b>		5 yrs of carpentry experience	Read and interpret blueprints and shop drawings, materials and labour time estimating, ability to communicate professionally with clients and suppliers.

\*An employee that holds a valid certificate of qualification shall be paid as a General Carpenter, and the experience and task requirements identified herein for “General Carpenter” in such cases shall be deemed to have been achieved.



**CAMBRIDGE MEMBER CENTRE**

45 Commerce Crt  
Cambridge, ON N3C 4P7

T: 519-653-3002

TF: 877-701-2522

F: 519-653-3004

[cambridge@clac.ca](mailto:cambridge@clac.ca)

**CLAC RETIREMENT**

1-800-210-0200

**CLAC TRAINING**

1-877-701-2522

**CLAC BENEFITS**

1-800-463-2522

**CLAC JOBS**

1-877-701-2522

**[clac.ca/myCLAC](http://clac.ca/myCLAC)**