

COLLECTIVE AGREEMENT

BETWEEN:

**THAMES DEVELOPMENTS (2011) LTD.
(hereinafter referred to as the "Employer")**

-and-

**LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 1059
(hereinafter referred to as the "Union")**

January 1, 2016 – December 31, 2019

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THAMES DEVELOPMENTS (2011) LTD.

(hereinafter referred to as the "Employer")

-and-

LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 1059

(hereinafter referred to as the "Union")

ARTICLE 1 - DURATION

- 1.01 This Agreement shall become effective on the 1st day of January, 2016 and shall remain in effect until the 31st day of December, 2019 and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement within ninety (90) days before the 31st day of December, 2019 or in a like period in any year thereafter.

ARTICLE 2- RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent for all construction labourers employed by Thames Developments (2011) Ltd. in all sectors of the construction industry, excluding the industrial, commercial and institutional sector, in Ontario Labour Relations Board Area 3, save and except non-working foremen, persons above the rank of non-working foreman and employees employed under the Collective Agreement between the Toronto Residential Construction Labour Bureau and Universal Workers Union, LIUNA, Local 183.
- 2.02 During the lifetime of this Agreement, the Employer shall deduct from the pay of all employees covered by this Agreement, on the first pay day of each calendar month, such sum as may be assessed by the Union as regular monthly dues. The Employer shall also deduct hourly working dues (including OPDC working dues) for each hour worked by each employee and remit same to the Union.
- The Employer agrees that notwithstanding the claims of any other Trade Union, it shall assign exclusively to members of the Union all of the work covered under Article 2.01.
- 2.03 If the Employer requires men to work in positions covered by this Agreement, it shall first call the Union Hall. In the event the Employer requests men from the Union Hall

TABLE OF CONTENTS

ARTICLE 1 - DURATION1

ARTICLE 2 - RECOGNITION1

ARTICLE 3 - MANAGEMENT RIGHTS2

ARTICLE 4 - GRIEVANCE PROCEDURE3

ARTICLE 5 - ARBITRATION4

ARTICLE 6 - NO STRIKES, NO LOCKOUTS4

ARTICLE 7 - UNION REPRESENTATION.....5

ARTICLE 8 - UNION STEWARDS5

ARTICLE 9 - PAYMENT OF WAGES.....5

ARTICLE 10 - SAFETY, SANITATION AND SHELTER.....5

ARTICLE 11 - WAGES AND CLASSIFICATIONS.....6

ARTICLE 12 - HOURS OF WORK AND OVERTIME6

ARTICLE 13 - VACATION PAY AND STATUTORY HOLIDAY PAY7

ARTICLE 14 - REPORTING TIME7

ARTICLE 15 - PENSION, WELFARE AND TRAINING.....7

ARTICLE 16 - WORK BOOT ALLOWANCE.....8

ARTICLE 17 - GOVERNMENT LEGISLATION8

ARTICLE 18 - WORK ZONES8

ARTICLE 19 - ROOM AND BOARD.....9

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before 3:00 p.m. on the day prior to needing the said workmen and Union does not indicate prior to 5:00 p.m. that day they are able to fill the request with qualified workmen by the normal starting time of the following day, or having so indicated and qualified workmen do not report at said starting time, the Employer is free to hire workmen as are available. Such new employees shall fill out an application to become a Union member, before commencing employment with the Employer. The Employer may request any unemployed member of the Union. All new hires must obtain a referral from the Union before commencing work, including recalls.

- 2.04 The Employer agrees to be bound to the Collective Agreement between the Ontario Formwork Association and the Formwork Council (the "Formwork Collective Agreement") insofar as it relates to Board Area 3 and insofar as it relates to concrete forming and finishing work. For clarity, the Employer is not bound to the Formwork Collective Agreement in any Board Area except Board Area 3 and no subcontracting or crossover clause in the Formwork Collective Agreement shall apply to the Employer save and except with respect to concrete forming and finishing that is performed in Board Area 3. The Employer agrees to subcontract or contract curb and sidewalk work that is performed in Board Area 3, to sub-contractors or employers who are in contractual relations with the Union.
- 2.05 The Employer may transfer employees working under this Agreement to jobs in the industrial, commercial and institutional sector of the construction industry or vice versa.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union agrees that it is the exclusive function of the Employer:
- (a) to conduct his business in all respects in accordance with his commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
 - (b) to hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged or disciplined without reasonable cause shall be subject to the provisions of the Grievance Procedure;
 - (c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.

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

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.01 There shall be an earnest effort on the part of both parties of this Agreement to settle promptly, throughout the procedure set out herein, any complaints, grievances or disputes arising from the interpretation, application or administration of this Agreement.
- 4.02 All grievances to be dealt with under Step 2 below, shall be in writing on a form supplied by the Union and signed by the employee who has such grievance.
- 4.03 Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought, and shall not be subject to change at later steps, except by mutual agreement in writing with the Employer, or in the case of remedy, by an Arbitration Board.
- 4.04 In determining the time which is allowed in the various steps, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.
- 4.05 If advantage of the provisions of Articles 4 and 5 hereof is not taken within the time limits specified therein, or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.
- 4.06 The Employer shall designate and name the official to whom a written grievance is submitted at Step 2.
- 4.07 It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his foreman or other supervisory personnel acting in this capacity and given him an opportunity of dealing with the complaint. His decision shall be made known to said employee within forty-eight (48) hours.
- 4.08 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1

Within five (5) days after the circumstances giving rise to the grievance occurred or originated (save and except grievances involving monetary items as defined in Article 4.09 below), the aggrieved employee shall present his grievance orally or in writing to the official of the Employer named by the Employer to handle grievances at this step. If a settlement satisfactory to the Union and the employee is not reached within two (2) full working days, a grievance may be presented as indicated at Step 2 at any time within four (4) full working days thereafter.

STEP 2(a)

At this step, the grievance may be processed as an individual, joint or Union grievance and shall be presented in writing by a representative to the company official assigned to

handle written grievances. Should no settlement satisfactory to the Union be reached within five (5) full working days, the grievance may be submitted to arbitration.

STEP 2(b)

The Employer or the Union may process a written grievance at this step concerning the interpretation or alleged violation of the Agreement.

- 4.09 Grievances involving payment of contributions shall be brought forward at Step 1 within two (2) months after the circumstances giving rise to the grievance occurred or originated.

ARTICLE 5 - ARBITRATION

- 5.01 The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all of the steps of the grievance procedure outlined in Article 4, which has not been settled, will then be referred to a Board of Arbitration at the request of either of the parties hereto.
- 5.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as chairman, chosen by the other two members of the Board.
- 5.03 Within five (5) working days of the request by either party for a Board, each party shall notify the other in writing of the name of the Board.
- 5.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third member as chairman within five (5) days of the notification mentioned above, the Minister of Labour of the Province of Ontario will be asked to appoint a Chairman.
- 5.05 The decisions of the Board of Arbitration or a majority of such Board constituted in the above manner shall be binding on the parties to this Agreement.
- 5.06 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 a decision inconsistent with the terms and provisions of this Agreement.
- 5.07 Each of the parties to this Agreement bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman.

ARTICLE 6 - NO STRIKES, NO LOCKOUTS

- 6.01 In view of the grievance and arbitration procedure provided in this Agreement, it is agreed by the Union that there shall be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that during the term of this Agreement there shall be no lockout.

- 6.02 The Union shall not involve the Employer in any dispute which may arise between the Union and any other company and the employees of such other company. The Union further agrees it will not conduct a work stoppage or observe a picket line placed on a job site for jurisdictional purposes.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Business Representative of the Union when visiting the job shall first advise the supervisor or his designated representative.

ARTICLE 8 - UNION STEWARDS

- 8.01 The Union may appoint and the Employer will recognize a Union steward. The Union steward will be appointed from employees currently employed by the Employer. The Union shall notify the Employer or the job superintendent in writing or by fax of the appointment.

The Union steward, all things being equal, shall be one of the last two (2) employees retained in employment at the time of layoff and shall be one of the first two (2) employees to be recalled back to work, provided that he was a Union steward at the time of layoff and is competent and capable of performing the work required.

No discrimination shall be shown against the Union steward for carrying out his duties, but in no case shall his duties interfere with the progress of work. The Union steward shall not be excluded from overtime work.

ARTICLE 9 - PAYMENT OF WAGES

- 9.01 Wages shall be paid weekly on or before Friday for the previously completed work week by cash or cheque at the option of the Employer and shall be accompanied by a slip outlining all hours of work, rate of pay, overtime hours, deductions for income tax, employment insurance, Canada Pension, etc., where applicable.
- 9.02 The Employer may pay wages as a direct bank deposit no later than Thursday of each week and a detailed breakdown indicating hours, hourly rate, allowances and deductions shall be provided for each deposit.

ARTICLE 10 - SAFETY, SANITATION AND SHELTER

- 10.01 The Employer, the employee and the Union agree to abide by the provisions of the Occupational Health and Safety Act, 1978.
- 10.02 Every employee shall, as a condition of employment, be required to own and wear a safety helmet of a type approved by the Construction Safety Association.
- 10.03 Every employee shall, as a condition of employment, own and wear suitable protective footwear, safety glasses and hard hat.

- 10.04 The Employer shall supply the employees with adequate rainwear, where required.
- 10.05 Regular employees shall be required to obtain the following certificates within six (6) months from the date of employment:
- Standard First Aid
 - Introduction to Occupational Health and Safety Act
 - Propane Handling, Storage and Use
 - Cranes, Hoisting and Rigging
 - Working at Heights

This requirement is contingent on the availability of classes being provided by the Labourers' International Union of North America, Local 1059 Training Trust Fund.

ARTICLE 11 - WAGES AND CLASSIFICATIONS

Basic Labourers

Effective Date	Hourly Rate	Vacation Pay	Welfare	Pension	Tri-Fund	Training	Total Package	Union Admin	OPDC Admin
Jan 1/16	\$18.70	\$1.87	\$2.80	\$2.35	\$0.05	\$0.25	\$26.02	\$0.46	\$0.40
Jan 1/17	\$19.00	\$1.90	\$2.90	\$2.35	\$0.05	\$0.25	\$26.45	\$0.47	\$0.40
Jan 1/18	\$19.30	\$1.93	\$2.90	\$2.35	\$0.05	\$0.25	\$26.78	\$0.48	\$0.40
Jan 1/19	\$19.70	\$1.97	\$2.90	\$2.35	\$0.05	\$0.25	\$27.22	\$0.49	\$0.40

Skilled Labourers

Effective Date	Hourly Rate	Vacation Pay	Welfare	Pension	Tri-Fund	Training	Total Package	Union Admin	OPDC Admin
Jan 1/16	\$20.88	\$2.09	\$2.80	\$2.35	\$0.05	\$0.25	\$28.42	\$0.46	\$0.40
Jan 1/17	\$21.18	\$2.12	\$2.90	\$2.35	\$0.05	\$0.25	\$28.85	\$0.47	\$0.40
Jan 1/18	\$21.48	\$2.15	\$2.90	\$2.35	\$0.05	\$0.25	\$29.18	\$0.48	\$0.40
Jan 1/19	\$21.88	\$2.19	\$2.90	\$2.35	\$0.05	\$0.25	\$29.62	\$0.49	\$0.40

*RRSP - \$1.00 per hour shall be deducted and remitted to Local 1059 for a Group RRSP. Such amounts shall not be taxed on a weekly basis and shall be deducted from the gross pay for the computation of taxes.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

- 12.01 The standard work week shall be ten (10) hours per day, forty-four (44) hours per week, Monday to Friday inclusive.
- 12.02 Overtime for all work performed in excess of the hours noted in paragraph 12.01 above and on Saturday will be paid at the rate of time and one-half (1½), unless forty-four (44) hours have not been obtained due to inclement weather, in which case such work on Saturdays shall be performed at straight time rates. There will be no discrimination against any employee who refuses to work Saturdays at straight time rates.

12.03 Overtime for all work performed on Sunday and the following Statutory Holidays shall be paid at the rate of double time:

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

12.04 Employees shall be allowed a one-half (½) hour unpaid lunch break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break. There shall be one rest break of ten (10) minutes duration during each half shift.

ARTICLE 13 - VACATION PAY AND STATUTORY HOLIDAY PAY

13.01 Vacation pay and Statutory Holiday pay at the rate of ten percent (10%) of the employees' total wage shall be paid weekly. Four percent (4%) of the above shall be allotted to vacation pay and six percent (6%) shall be allotted in lieu of payment for these holidays listed in Article 12 hereof.

13.02 Additional statutory holidays in accordance with Article 13.02 shall not increase to overall payment in this article above ten percent (10%).

ARTICLE 14 - REPORTING TIME

14.01 An employee who reports for work as usual, unless previously directed not to report by his Employer, shall receive a minimum of two (2) hours' pay and shall remain at work, if so requested.

14.02 An employee who reports for work, at the Employer's shop or job and is unable to perform his work due to inclement weather shall receive one (1) hours' pay, provided the employee remains available for work. The above shall not apply where the employee has been previously notified not to report for work.

ARTICLE 15 - PENSION, WELFARE AND TRAINING

15.01 The Employer agrees to contribute, an amount per hour for each hour worked by the employees covered by this Agreement for welfare to the jointly and equally trusteeed Labourers' Multi-local Welfare Trust Fund of Ontario or designated alternative by the Union with thirty (30) days' notice in writing as set out in the Schedule.

15.02 (a) The Employer agrees to contribute or each hour worked by the employees covered by this Agreement to the Labourers' Pension Fund of Central and Eastern Canada as set out in the Schedule. It is understood and agreed that the Pension Fund will be jointly and equally administered by Trustees representing Management and Union.

- (b) The Employer agrees to deduct an amount as directed by the Union, per hour worked on a weekly basis, from each employee's weekly gross wages, payable to a Group R.R.S.P., as directed in writing by the Union. Such monies shall be remitted to the Union.
- 15.03 The Employer agrees to contribute twenty-five cents (\$0.25) per hour, for each hour worked by the employees covered by this Agreement to the Labourers' International Union of North America Local 1059 Training Trust Fund.
- 15.04 The Employer agrees to contribute five cents (\$0.05) per hour worked by the employees covered by this Collective Agreement, to the Tri-Fund and remit same to the Union.
- 15.05 Contributions into the Welfare, Pension, Training and Tri-Fund Funds and Union dues deductions shall be made prior to the fifteenth (15th) day of the month following the month in which such hours were worked and shall be accompanied by a remittance report for each employee on the form prescribed by the Union. The monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.
- 15.06 The Union, with thirty (30) days' written notice, may amend the amount of contributions for R.R.S.P., pension, welfare or training, but any such adjustments shall not affect the total wage package.

ARTICLE 16 - WORK BOOT ALLOWANCE

- 16.01 The Employer agrees to pay such employee after each six (6) months' of continuous employment with the Employer:
- (i) Effective January 1, 2016 one hundred dollars (\$100.00)
 - (ii) Effective January 1, 2017 one hundred and ten dollars (\$110.00)
 - (iii) Effective January 1, 2018 one hundred and twenty dollars (\$120.00)

towards the purchase of work boots upon the presentation of a receipt of purchase for same by the employee. Such payment shall be made twice per calendar year.

ARTICLE 17 - GOVERNMENT LEGISLATION

- 17.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable Federal and Provincial law now existing, or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of the Agreement.

ARTICLE 18 - WORK ZONES

- 18.01 The Employer agrees to pay mileage on the following basis:

- (a) **Zone A**
No Mileage paid.
- (b) **Zone B**
Effective January 1, 2016 fifteen dollars (\$15.00) per day.
- (c) **Zone C**
Effective January 1, 2016 twenty-six dollars (\$26.00) per day.
- (d) **Zone D**
Effective January 1, 2016 thirty-seven dollars (\$37.00) per day.
- (e) **Zone E**
Effective January 1, 2016 forty-eight dollars (\$48.00) per day.

18.02 Mileage

- (a) For work more than forty (40) km from London City Hall, the Employer will pay for the employee who reports to work, mileage at the rate of, effective January 1, 2017 fifty-three cents (\$0.53) per km, to and from London City Hall to the jobsite.
- (b) It is agreed between the parties hereto that for work more than forty (40) km from London City Hall there shall be twenty-five (25) km project free travel zone radius from such work and any employee residing in this twenty-five (25) km project free zone will report to work as required at no cost to the Employer. For all km more than the twenty-five (25) km zone the Employer shall pay mileage as set out in this Article from employee's residence to and from such project.

18.03 An employee required to drive an Employer's vehicle primarily to transport other employees from the Employer's designated assembly point or yard to and from jobsites outside Zone A shall be paid the applicable mileage both ways. An employee allowed to drive the vehicle for any other purpose is excluded from this requirement.

ARTICLE 19 - ROOM AND BOARD

19.01 Where an employee who is normally employed by the Employer in the London area, is required to work out of London and is unable to return home each night, the employee shall choose between suitable room and board by the Employer, or be paid effective January 1, 2017 at the rate of one hundred and twenty-five dollars (\$125.00) per day worked or reported for, in lieu of suitable room and board.

19.02 Work Zones

(a) Zone A

Forty (40) km radius from London City Hall.

(b) Zone B

Forty (40) km to sixty (60) km from London City Hall.

(c) Zone C

Sixty (60) km to one hundred and twenty (120) km from London City Hall.

(d) Zone D

One hundred and twenty (120) km and one hundred and fifty (150) km from London City Hall.

(e) Zone E

One hundred and fifty (150) km from London City Hall.

IN WITNESS WHEREOF the party of the First Part and the party of the Second Part have caused their proper officers to affix their signatures.

DATED at London, Ontario, this 31 day of May, 2016.

THAMES DEVELOPMENTS (2011) LTD.



Matthew Castelli



PAUL BREDA

LABOURERS' INTERNATIONAL
UNION OF NORTH AMERICA,
LOCAL 1059

Mark Teves

