

# **COLLECTIVE AGREEMENT**

Between

**MORTLOCK CONSTRUCTION INC.**

And

**CONSTRUCTION WORKERS  
UNION, CLAC LOCAL 52**

**DURATION: January 1, 2022 – December 31, 2024**

# **COLLECTIVE AGREEMENT**

**Between**

**MORTLOCK CONSTRUCTION INC.  
(hereinafter referred to as "the Employer")**

**and**

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

**JANUARY 1, 2022 – DECEMBER 31, 2024**

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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 provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- b. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- c. to establish an orderly system for the promotion, demotion, 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.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees working in the Province of Ontario, save and except supervisors, persons above the rank of supervisor, and office staff.
- 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 Union are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the 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, demote, 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 that he has been disciplined or discharged without just cause will be subject to the grievance procedure outlined below.

**3.02 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, demoted or

discharged as the result of the subcontracting out of work.

## **ARTICLE 4 - UNION REPRESENTATION**

4.01 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. The Union 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.

4.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

4.03 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 concerned.

- 4.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings if that is requested by an employee.
- 4.05 There shall be no Union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

## **ARTICLE 5 - STRIKES OR LOCKOUTS**

- 5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

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

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the union of manpower requirements, giving as much prior notice as possible. The union will provide a list of manpower available. The Employer may hire employees so listed or from other sources at its discretion.
- 6.02 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.
- 6.03 New employees will be hired on a twenty-six (26) work week probationary period. At any time during an employee's probationary period or at the conclusion of this period, employment may be terminated for any reason (other than reasons prohibited under the laws of Ontario) and such termination shall not be subject in any manner to the grievance procedure except where required by law.
- 6.04 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.

**6.05 Apprenticeship**

The Employer shall enter into a carpenter's apprenticeship contract with any labourer who has the required academic qualifications, provided that the required number of journeymen carpenters are employed.

Employees who enter into the carpenter's apprenticeship program shall be paid the labourer's rate, until his progression through the apprenticeship wage ratios shall entitle him to a wage rate higher than the labourers rate.

Employees classified as labourers, who wish to be considered for apprenticeship, shall first make such a request to the Union. The Union shall forward a request to the Employer, provided that the request is signed by the labourer, and the Union Representative. The company agrees to provide a written response within one (1) week of receipt of such application.

**6.06** 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 a Union Representative in order to give such steward or Union Representative an opportunity to

describe the Union's purposes and representation policies to such new employees.

- 6.07 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union. It is agreed that the terms of this Agreement shall not apply to summer students.

## **ARTICLE 7 - UNION DUES, REMITTANCES AND DATA COLLECTION**

- 7.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire.
- 7.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.

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

7.04 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittances the following information for each employee:

- a. first, middle and last name;
- b. rate of hourly pay;
- c. any hourly premiums;
- d. gross earnings;
- e. total regular and overtime hours worked in the month for which such deductions are made. If an employee earned both 1 ½ and double time overtime premiums, these hours shall be recorded separately;
- f. dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
- g. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
- h. social insurance number; and,
- i. date of birth.

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

- a. complete mailing address;
  - b. e-mail address;
  - c. primary telephone;
  - d. date of hire;
  - e. classification, including trade certificate number and apprenticeship level or year.
- 7.06 The Employer shall also record on a remittance any of the following changes in employment status:
- a. Change in classification, level or apprenticeship year;  
or
  - b. Job end date (for temporary, or permanent separation).
- 7.07 All contributions and deductions pursuant to Article 14 – Pension shall be remitted together with and in the manner described for the Union dues, as set out here in Article 7.
- 7.08 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of the Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union.
- 7.09 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union’s internal guidelines of what constitutes a conscientious

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

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

- 8.01 Wage schedules applicable to various job classifications are as set forth on Schedule “A” attached hereto and made part hereof.
- 8.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement and the rates for same shall be subject to negotiation between the Employer and the Union.
- 8.03 The Employer agrees to pay three (3) hours wages in the event that an employee who reports for work in the usual manner is prevented from starting work due to any cause not within his control, except inclement weather.
- 8.04 When due to inclement weather the work has to be stopped, the Employer agrees to continue payment at the employees’ regular hourly rates, until the foreperson on the job advises the employees to go home. It is understood that in the event there is no foreperson on the project, the employees will go home whenever work cannot proceed due to inclement weather.

8.05 If the Employer bids on a job, the specifications of which call for the employment of some local labour, or the paying of prevailing rates of pay, or both, representatives of the owner of the project, of the Employer and of the Union shall meet to make a decision in regard to the employment of such labour or in regard to the prevailing rates to be paid, or both.

8.06 The employees shall be paid weekly by direct deposit.

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

9.01 There shall be two (2) paid breaks of fifteen (15) minutes on each shift; one (1) in the first half of the shift and one (1) in the second half of the shift. Break time is to commence from the stoppage of work and to end when work recommences.

9.02 Employees are expected to work forty (40) hours per week. When overtime is approved by management and is in excess of forty-two (42) hours per week it shall be paid at the rate of one and one-half times (1 ½ x) the regular rate for all such work performed.

9.03 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, and only if mutually agreed on, time worked shall be paid at the rate of double (2x) the regular rate of pay for such hours, irrespective of weekly hours.



- 9.04 Employees who work on evening shift starting at 3:30 p.m. or thereafter and ending prior to the start of the next regular day shift shall be paid a shift premium of one dollar and fifty cents (\$1.50) per hour worked.
- 9.05 When Employees are required to meet at the Employer's shop at the beginning of their shift, they shall be paid from the time they are required to meet at the Employer's shop until the end of their shift. If an employee is required to return to the Employer's shop at the end of their shift, they shall be paid for the time spent at the shop.

## **ARTICLE 10 - VACATIONS**

- 10.01 Employees shall be entitled to receive an amount equal to six percent (6%) of their total annual gross earnings in vacation pay. It is further agreed that the Employer will forward to each employee his accumulated vacation pay twice a year, once during the third week of May and once during the third week of November. There are not exceptions on the release date of the vacation pay.
- 10.02 The Employer will grant vacations at the times requested in the vacation seasons or periods, provided that vacations shall be staggered in such a way that the normal business operations will continue unhindered.

## **ARTICLE 11 - STATUTORY HOLIDAYS**

11.01 The Employer agrees to pay at regular rates of pay for eight (8) hours for the following ten (10) holidays, regardless of when they occur:

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

11.02 Any work that has to be performed on the above-mentioned holidays shall be paid at the rate of one and one-half times (1 ½x) the regular rate in addition to the holiday pay.

11.03 When one of the above-mentioned holidays falls on a Saturday or a Sunday, the day proclaimed shall be the day observed. If no other day is proclaimed, the employees shall be paid for the holiday in accordance with the conditions outlined in Article 11.01.

11.04 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.

11.05 For the purpose of calculating overtime, the paid holiday shall be considered as time worked.

11.06 The Employer shall provide employees with a written notice of its intention to substitute a regular work day for

a holiday listed in Article 10.01 in accordance with the *Employment Standards Act*.

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

### **12.01**

- a. Seniority of employees shall be recognized within their respective trade and job classifications as per Schedule A. New employees shall be placed on the seniority list upon completion of their probationary period and their respective seniority shall be dated back to the date of beginning of employment.
- b. Employees who enter into a carpenter's apprenticeship contract with the Employer shall have their date of hire seniority recognized in the Labourer classification.

12.02 Seniority lists, the accuracy of which have 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.

12.03 Seniority rights shall cease for any employee who:

1. voluntarily quits the employ of the Employer;
2. is discharged and such discharge is not reversed through the grievance procedure;

3. fails to report on the first day following the expiration of a leave of absence, unless he has a justifiable reason;
4. is laid off for a continuous period of more than ten (10) consecutive weeks. However, if an employee is called back at any time within twenty-six (26) consecutive weeks following the layoff, his seniority rights and all benefits that pertain to seniority shall continue as if he/she had not been laid off.

12.04 In case of layoffs, the Employer will give such recognition to the seniority standings of the employees within the same job classification, if the qualifications, skills and abilities required and work ethic of the employees are substantially equal. If all abilities are substantially equal then the rule shall prevail that the employee having most seniority shall be laid off last and recalled first.

12.05 The Employer shall give one (1) week's notice of layoff, when possible.

12.06 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.

12.07 Any employee laid off and recalled to work must return within four (4) workday when unemployed and within seven (7) workdays when employed elsewhere after

being recalled, or make definite arrangements with the Employer to return.

## **ARTICLE 13 - HEALTH INSURANCE**

13.01 In order to protect the employees' families from the financial hazards of illness and accidents, the Employer agrees to contribute the percentages set forth below to the premium cost of a group insurance plan consisting of \$25,000 life insurance per employee, a drug plan with one hundred percent (100%) reimbursement after a five dollar (\$5.00) dispensing fee for the cost of prescription drugs for employee and dependents, a basic dental plan providing one hundred percent (100%) reimbursement after an annual deductible of fifty dollars (\$50.00) per single coverage and one hundred dollars (\$100.00) per family coverage at the ever current ODA fee schedule, and an extended health package, with an annual deductible of fifty dollars (\$50.00) per single coverage and one hundred dollars (\$100.00) per family coverage, and a vision care plan providing payment of two hundred dollars (\$200.00) total in each twenty-four (24) month period toward the cost of eye-glasses and eye-exams, for employees and their dependents.

13.02 The percentages contributed by the Employer to the plan mentioned in Article 13.01 will be as follows:

- a. fifty percent (50%) if employees have completed six (6) months, but less than two (2) years of service with the Employer;
- b. one hundred percent (100%) if employees have completed two (2) or more years of service with the Employer.

13.03 The Employer shall provide for all employees who have completed at least six (6) months of employment, a Long-Term Disability Plan, with one hundred percent (100%) of the premium costs to be contributed by the employee(s).

13.04 The Employer shall continue to pay the benefit plan premiums for employees on layoff, at the percentages outlined in Article 12.02 and 12.03, for at least two (2) months following the month in which the employee(s) were laid off.

## **ARTICLE 14 - PENSION**

14.01 The CLAC Pension Plan (“the Plan”), a defined contribution pension plan, is registered with the Canada Revenue Agency. The Plan applies to all employees covered by this Agreement.

14.02 New employees will join the Plan when they have completed six (6) months of service.

14.03 The Employer shall remit to the Union, for each eligible employee, an Employer contribution as indicated in

Schedule “A”. Employer contributions will vest in accordance with the rules of the Plan.

- 14.04 The Employer’s contributions to the Plan will be non-refundable to the Employer once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- 14.05 The Employer agrees to deduct, by way of payroll deduction, and remit to the Union, additional voluntary employee pension contributions which are above and beyond those contributions outlined above. Employees must request such deductions by submitting a form provided by the Union to the Employer. The Employer will send a copy of the completed form to the Union along with the next remittance which includes such voluntary contributions.
- 14.06 The total amount of pension contributions remitted by the Employer, on an employee’s behalf, cannot exceed the annual maximum money purchase outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee’s contribution made outside the employment relationship. For greater clarity, if employees exceed the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee by the Canadian Revenue Agency.

14.07 The Employer shall continue pension contributions during a period of injury insured under provincial workplace safety insurance legislation, to the extent required by such legislation.

14.08 The Employer will remit pension contributions to the Union as outlined in the Remittances to the Union article. Employer, and voluntary contributions, as the case may be, will be recorded separately on the remittance.

14.09 In the event that a remittance has not been received by the Union by the date set out in the Remittances to the Union article, the Employer is responsible to compensate the Plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.

**14.10 Ineligibility Due to Age**

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

14.11 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this



article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.

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

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

- 15.01 If any employee's car is used for transportation to and from jobs, the owner shall be paid fifty cents (\$0.50) per kilometre for such use outside a thirty (30) kilometre radius free zone from the employer's shop. Employees shall be required to travel together as much as possible. Mileage will not be paid out to any employee who chooses not to use an available carpool option.
- 15.02 Employees shall be paid at their regular hourly rate for time spent travelling in excess of two (2) hours per day for any job which is more than eighty (80) kilometres from the Employer's shop. For clarity, employees who are required to use their personal vehicle will be paid mileage in accordance with 15.01 in addition to their regular

hourly rate for time spent travelling in excess of two (2) hours per day for any job which is more than eighty (80) kilometres from the Employer's shop unless accommodation is offered, or if they choose to use their own vehicle.

15.03 Employees authorized by the Employer to transport company equipment or materials in the employee's vehicle shall be compensated at the rate of fifty cents (\$0.50) per kilometre for such use of the employee's vehicle. Mileage will not be paid out to any employee who chooses not to use an available company vehicle.

15.04 When a jobsite is located more than one hundred and thirty (130) kilometers from the Employer's shop, employees may be required to board in the area of the job. The Employer will pay the actual cost of adequate accommodation and a meal allowance to a maximum of fifty dollars (\$50.00) per day when boarding is required. Employees shall be required to produce receipts as proof of actual expenditures.

15.05 The Employer will pay transportation and room and board allowances on a weekly basis.

## **ARTICLE 16 - PROTECTIVE EQUIPMENT, TOOLS AND APPAREL**

- 16.01 All employees shall wear safety hats and safety boots and when desired shall wear hand protection, ear protection and eye protection which are to be furnished at their own expense (except where required by the company Health & Safety Policies and the *Employment Standards Act*.)
- 16.02 Upon completion of one (1) year of service, each employee shall be eligible to receive, once every eight (8) months, a boot allowance for the cost of a new pair of safety boots to a maximum reimbursement of one hundred and fifty dollars (\$150.00). The Employer shall pay this non-taxable benefit by separate cheque within the pay period following the date when the employee submits a receipt for the purchase of the boots.
- 16.03 All tradespeople shall supply their own tools common to their trade. The Employer is not responsible for replacing tradespeople lost, stolen or worn out tools, except power tools.
- 16.04 Employees are responsible for the tools and equipment supplied to them by the Employer. Employees are expected to take proper care of all tools and equipment supplied by the Employer as per the Employer's Human Resources Policy Manual.

## **ARTICLE 17 - LEAVES OF ABSENCE**

17.01 The Employer shall grant leaves of absence without pay and loss of seniority rights for valid personal reasons. Such requests shall be in writing.

17.02 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.

17.03 A regular employee absent for three (3) days without notifying the Employer shall be considered to have vacated their position unless, in the opinion of the Employer, such notification was not possible.

17.04 Any unexplained absences will be subject to disciplinary procedures.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

18.01 The parties to this Agreement recognize the stewards and the Union Representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.

18.02 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.

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

18.04 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 18, thus bypassing Steps 1 and 2. Such policy grievance shall be signed by a steward or a Union Representative or in case of an Employer's policy grievance, by the Employer or his representative.

18.05 **Step 1**

Any employee having a grievance will, accompanied by a steward, or a Union Representative, submit the same to his immediate supervisor within five (5) workdays 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 Union Representative of his decision in writing.

**Step 2**

If the grievance is not settled under step 1, a Union 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 Union Representative of his decision in writing within three (3) workdays following the said meeting.

**ARTICLE 19 - ARBITRATION**

19.01 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.

19.02 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. The parties reserve the right to agree to a sole arbitrator.

- 19.03 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.
- 19.04 No person may be appointed as chairman who has been involved in an attempt to negotiate or settle the grievance.
- 19.05 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.
- 19.06 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.
- 19.07 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 18.03, 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.

- 19.08 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 18 and 19 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 19.09 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.
- 19.10 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.
- 19.11 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 20 - DISCHARGE, SUSPENSION AND WARNING**

20.01 When the attitude, attendance, 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 to the CLAC Regional Member Centre.

20.02 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 the Union 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 21 - DURATION**

21.01 This Agreement shall be effective on the first (1st) day of January, two thousand and twenty-two (2022) and shall remain in effect until the thirty-first (31st) day of December, two thousand and twenty-four (2024), and for further periods of one (1) year unless notice shall be given by either party of the desire to cancel, change or amend any of the provisions contained herein, within the period from ninety (90) to thirty (30) days prior to the renewal date.

**MORTLOCK CONSTRUCTION INC.  
CLAC LOCAL 52  
COLLECTIVE AGREEMENT JANUARY 1, 2022 – DECEMBER 31, 2024**

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Should neither party give such notice, this Agreement shall be renewed for a period of one (1) year.

DATED at Peterborough, ON, this 26<sup>TH</sup>  
day of January, 2022.

Signed on behalf of


**MORTLOCK CONSTRUCTION INC.**

Per 

Per \_\_\_\_\_

Signed on behalf of

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 52**

Per 

Per \_\_\_\_\_

**MORTLOCK CONSTRUCTION INC.****CLAC LOCAL 52****COLLECTIVE AGREEMENT JANUARY 1, 2022 – DECEMBER 31, 2024**

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**SCHEDULE "A"****Classification and Hourly Rates**

01-Jan-22

<b>Classification</b>	<b>Rate</b>	<b>Vac Pay/Stat</b>	<b>Pension 3.5%</b>	<b>Total</b>
Construction Foreperson	\$34.78	\$3.48	\$1.22	\$39.48
Maintenance Foreperson	\$34.78	\$3.48	\$1.22	\$39.48
Carpenter Foreperson	\$30.69	\$3.07	\$1.07	\$34.83
Unlicensed Carpenter Foreperson	\$29.57	\$2.96	\$1.03	\$33.56
Licensed Carpenter	\$29.57	\$2.96	\$1.03	\$33.56
Unlicensed Carpenter	\$26.68	\$2.67	\$0.93	\$30.28
Lead Hand Labourer	\$23.77	\$2.38	\$0.83	\$26.98
Skilled Labourer	\$22.36	\$2.24	\$0.78	\$25.38
Labourer	\$20.73	\$2.07	\$0.73	\$23.53

01-Jan-23

<b>Classification</b>	<b>Rate</b>	<b>Vac Pay/Stat</b>	<b>Pension 4.5%</b>	<b>Total</b>
Construction Foreperson	\$35.83	\$3.58	\$1.61	\$41.03
Maintenance Foreperson	\$35.83	\$3.58	\$1.61	\$41.03
Carpenter Foreperson	\$31.74	\$3.17	\$1.43	\$36.34
Unlicensed Carpenter Foreperson	\$30.62	\$3.06	\$1.38	\$35.06
Licensed Carpenter	\$30.62	\$3.06	\$1.38	\$35.06
Unlicensed Carpenter	\$27.73	\$2.77	\$1.25	\$31.75
Lead Hand Labourer	\$24.82	\$2.48	\$1.12	\$28.42
Skilled Labourer	\$23.41	\$2.34	\$1.05	\$26.80
Labourer	\$21.78	\$2.18	\$0.98	\$24.94

**MORTLOCK CONSTRUCTION INC.**

**CLAC LOCAL 52**

**COLLECTIVE AGREEMENT JANUARY 1, 2022 – DECEMBER 31, 2024**

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01-Jan-24

<b>Classification</b>	<b>Rate</b>	<b>Vac Pay/Stat</b>	<b>Pension 5.5%</b>	<b>Total</b>
Construction Foreperson	\$36.88	\$3.69	\$2.03	\$42.60
Maintenance Foreperson	\$36.88	\$3.69	\$2.03	\$42.60
Carpenter Foreperson	\$32.79	\$3.28	\$1.80	\$37.87
Unlicensed Carpenter Foreperson	\$31.67	\$3.17	\$1.74	\$36.58
Licensed Carpenter	\$31.67	\$3.17	\$1.74	\$36.58
Unlicensed Carpenter	\$28.78	\$2.88	\$1.58	\$33.24
Lead Hand Labourer	\$25.87	\$2.59	\$1.42	\$29.88
Skilled Labourer	\$24.46	\$2.45	\$1.35	\$28.25
Labourer	\$22.83	\$2.28	\$1.26	\$26.37

**NOTES**

1. Probationary employees shall be paid one dollar (\$1.00) per hour less than the classification rate in which they are placed. After three (3) months, the probationary employee shall be paid fifty cents (\$0.50) per hour less than the classification rate in which they were placed.
2. It is agreed that the hiring of student workers shall not deprive regular employees of their normal working hours, nor unfavourably influence the workload of such regular employees.
3. For all job classes, comprehensive, thorough and detailed job descriptions have been created, intended as guidelines for the roles in Mortlock Construction. For complete, approved job descriptions refer to the Mortlock Construction Human

Resource Policy Manual.



**CLAC MEMBERCENTRE**

1-2555 Meadowpine Blvd.

Mississauga, ON L5N 6C3

T: 905-812-2855

TF: 800-268-5281

F: 905-812-5556

mississauga@clac.ca

**CLAC RETIREMENT**

1-800-210-0200

**CLAC BENEFITS**

1-800-463-2522

**CLAC TRAINING**

1-877-701-2522

**CLAC JOBS**

1-877-701-2522

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