

# **COLLECTIVE AGREEMENT**

Between

**MIRTREN CONTRACTORS LIMITED &  
MIRTREN CONSTRUCTION LIMITED**

and

**CONSTRUCTION WORKERS UNION,  
CLAC LOCAL 52**

**DURATION: May 1, 2020 – April 30, 2023**

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Between

**MIRTREN CONTRACTORS LIMITED & MIRTREN  
CONSTRUCTION LIMITED**

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

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 52**

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

**DURATION: May 1, 2020 – April 30, 2023**

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## **COLLECTIVE AGREEMENT**

### **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith.
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b. to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
  - c. to establish an orderly system for the promotion, 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 recognized the Union as the exclusive bargaining agent for construction labourers, carpenters, and carpenters apprentices employed by Mirtren Construction and Mirtren Contractors Limited, working in all sectors of the construction industry in the Province of Ontario save and except non-working foreman and those above the rank of non-working foreman.
- 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, work or jobs may be removed from the bargaining unit except by 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 purposes of administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

## **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 discipline and discharge employees for just cause; 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.

3.02 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 who has been disciplined or discharged without just cause will be subject to the grievance procedure outlined below.

3.03 The Employer may subcontract out work where either:

- a. he does not have the necessary facilities or equipment; or
- b. he does not have and/or cannot acquire the required manpower; or



- c. he cannot perform the work in a manner that is competitive in terms of cost, quality and within projected time limits.

The Employer shall endeavour to provide employment to seniority employees, and shall be prepared to explain to the Union any decision to subcontract work which could have been performed by qualified employees on layoff.

#### **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 all matters pertaining to this Agreement.
- b. CLAC Representatives are also 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 and the Union agree that labour-management meetings will be held for the purpose of discussion matters of mutual interest or concern. It is understood that labour-management meetings in particular shall discuss matters relating to safety and the classifications and rates of pay of employees. On or by the first week of June each year, the Employer shall review the rate paid to each non-apprenticed employee earning less than the maximum rate paid in his classification, and shall communicate the result of this rate review to the employee and to the Union. The employee concerned may request and shall be entitled to discuss the result of this rate review with his Employer. A Union steward and/or CLAC Representative may participate in any of the above-mentioned meetings.

4.05 There shall be no union activity during 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 - NO STRIKES OR LOCKOUTS**

5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately 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 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 New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the beginning of employment.
- 6.04 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 6.05 Part-time employees working less than twenty-four (24) hours per week will not be covered by the terms of this Agreement.
- 6.06 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee 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 CLAC Representative in order to give such steward or CLAC 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.

## **ARTICLE 7 - CHECK OFF**

7.01 The Employer shall once monthly check off from all employees other than summer students employed during June, July and August an amount equal to union dues as set by the CLAC National Convention.

The Employer shall also deduct any authorized initiation fees owing by the employee.

The Employer is also authorized to deduct retroactively one (1) month's amount equal to Union dues from seniority employees who have not paid the prescribed amount during the previous month.

The total amount(s) checked off and/or deducted on behalf of the Union will be turned over by the Employer to the Union treasurer each month, within two (2) weeks after the checkoff and/or deductions are made, together with an itemized list of the employees for whom the deductions are made and the amount turned over for each.

- 7.02 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. first, middle, and last name;
  - b. rate of hourly pay;
  - c. gross earnings;
  - d. total regular and overtime hours worked in the month for which such deductions are made;
  - e. dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
  - f. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this agreement;
  - g. social insurance number;
  - h. date of birth.
- 7.03 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:
- a. complete mailing address, e-mail address, and primary telephone number;
  - b. date of hire;
  - c. classification.
- 7.04 The Employer shall also record on a remittance any of the following changes in employment status:
- a. change in classification, level or apprenticeship year;

b. job end date (for temporary or permanent separation).

7.05 Employees who because of conscientious objection cannot support the Union or any other trade union may apply to the Union in writing with reasons, and request that their monies be forwarded to a registered Canadian charitable organization. Where the Union is satisfied that the employee cannot support the Union or any other trade union because of conscientious objection, the Union and the employee will select a charitable organization by mutual agreement and the Union will forward all subsequently deducted monies to the organization at the end of the calendar year.

## **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 of 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.

- 8.04 When due to inclement weather the work has to be stopped, the Employer agrees to continue payment of each employee's regular hourly rate until the foreman on the job advises the men to go home.
- 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.

## **ARTICLE 9 - OVERTIME AND SUNDAY LABOUR**

- 9.01 The normal workweek shall consist of forty (40) hours per week (Monday to Friday inclusive) and eight (8) hours per shift. Employees will be given a lunch period of one-half ( $\frac{1}{2}$ ) hour, but such lunch period shall not be considered as time worked.
- 9.02 Employees who work in excess of forty (40) hours per week or eight (8) hours per day shall be paid at the rate of one and one-half times ( $1\frac{1}{2}x$ ) the regular rate of pay for all such work performed.



9.03 The Employer and the employees (by majority support) may agree to amend the workweek described in Article 9.01 to a workweek consisting of four (4) days of nine (9) hours and one day of four (4) hours. When such amendment occurs to the workweek daily overtime will only occur after nine (9) hours worked.

During a week in which a statutory holiday(s) occurs, the regular hours in the workweek are reduced by eight (8) hours for each holiday. During those weeks, the Employer may require employees to revert to an eight (8) hour work day.

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

## **ARTICLE 10 - VACATIONS, VACATION PAY, AND HOLIDAY PAY**

10.01 The Employer shall pay to each employee an amount of vacation pay equal to eight percent (8%) of their gross wages. Employees who have achieved one year of seniority shall have their vacation pay increased to an amount equal to ten percent (10%) of their gross wages.

10.02 The parties agree that vacation pay as described in this Article shall include holiday pay for the public holidays listed in Article 11 of this Agreement. The parties further

agree that such manner of payment is equivalent to or greater than the benefit of the Public Holiday Pay provisions (excluding public holiday premium pay) of the *Employment Standards Act, 2000*, as amended from time to time.

10.03 The Employer will endeavour to grant vacations at the times requested, in the vacation seasons or periods, considering business requirements. The employees shall attempt to schedule holidays in such a way to cause least interference with workloads.

10.04 The Employer agrees to remit the vacation pay, which includes statutory holiday pay in accordance with Article 10.02, of each employee to the Union's Employee Trust Fund as described in Article 7.

## **ARTICLE 11 - HOLIDAYS**

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

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

11.02 If an employee is required to work on one of the holidays mentioned under Article 11.01, he shall be paid at the rate of one and one-half (1½) times the regular rate of pay.

11.03 Holidays outlined in Article 11.01 may be taken on a different day by mutual agreement between the parties providing the change of date does not conflict with Federal, Provincial or Civic law.

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

12.01 Seniority of employees shall be recognized within their respective trade and job classifications. New employees shall be placed on the seniority list at the end of a four (4) month trial period and their respective seniority shall be dated back to the date of beginning of employment.

12.02 Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the seniority status of an employee within its jurisdiction.

12.03 Seniority rights shall cease and an employee shall be deemed to be terminated if he:

- a. voluntarily quits the employ of the Employer;
- b. is discharged and such discharge is not reversed through the grievance procedure;
- c. fails to report on the first day following the expiration of a leave of absence, unless he has a justifiable reason;

- d. is laid off for a continuous period of more than six (6) consecutive months;
- e. for employees having five (5) or more years of seniority with the company, their seniority rights shall cease if they are laid off for a continuous period of more than twelve (12) consecutive months.

12.04 In case of layoff, the Employer shall recognise the seniority standings of the employees as the continued proper performance of its work will permit. Where in the opinion of the Employer (which opinion shall not be unreasonably exercised) efficiency, productivity and ability to perform available work are relatively equal, 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 for work must return within one (1) workday when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.

## **ARTICLE 13 - HEALTH FUND**

13.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to contribute to the CLAC Health Fund, the hourly contribution listed in Schedule A for each hour worked by each employee. The Employer shall only make contributions to the CLAC Health Fund for employees that have successfully completed the probationary period.

Upon the successful completion of the probationary period, the Employer shall contribute to the benefit plan the hourly amount described in this Agreement multiplied by the number of hours already worked by that employee, to a maximum of 320 (three hundred and twenty) hours. An employee that does not complete the probationary period shall not be entitled to this contribution.

13.02 Subject to the entry requirements of the CLAC Health Fund, the fund agrees to keep each employee for whom the Employer has remitted covered for all Health Fund benefits, as long as there is enough money in the employee's account.

In case there is not enough money in the employee's account, the employee will be notified by the CLAC Health Fund and given an opportunity to remain covered on a pay direct basis.

- 13.03 Employer contributions to the CLAC Health Fund shall be recorded on a remittance sheet to be supplied by the Union. On this sheet the Employer shall record:
- a. name of employee;
  - b. total hours worked during the month for which remittance is made;
  - c. date of hire for new employees only;
  - d. Social Insurance Number for new employees only;
  - e. date of termination;
  - f. total sum of Employer contribution.

The Employer will forward two (2) copies of the remittance sheet plus one (1) separate cheque for the combined amount of each employee's contribution to the Health Fund, monthly, not later than the fifteenth (15th) of the following month.

- 13.04 All money being earned by the employee, such as the Employer's contribution to the CLAC Health Fund, as well as deductions made from the employee's wages, such as Union dues, will be considered trust monies held on behalf of the employee until the money is paid to the Union.

## **ARTICLE 14 - PENSION PLAN**

- 14.01 The CLAC Pension Plan (“the Plan”), a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency, applies to all employees covered by this Collective Agreement.
- 14.02 New employees will join the Plan after one (1) year of service. Contributions shall begin at the commencement of the next pay period.
- 14.03 Each month, the Employer shall remit to the Remittance Processing Centre (RPC), for each eligible employee, an Employer contribution to the Plan as described in Schedule “A”. Employer contributions will vest in accordance with the rules of the Plan.
- 14.04 The Employer agrees to deduct, by way of payroll deduction, and remit to the RPC, additional voluntary employee pension contributions which are above and beyond those contributions outlined in Schedule “A”. A request for such deductions shall be submitted to the Employer on a form provided by the Plan and a copy of the completed form shall be sent to the RPC along with the first remittance of such voluntary contributions.

- 14.05 The total amount of all contributions remitted by the Employer on an employee's behalf (Employer and voluntary), shall not exceed the annual maximum money purchase contribution limits outlined by the Canada Revenue Agency. The Union shall indemnify and hold harmless the Employer against any excess contribution limits by an employee.
- 14.06 The Employer will remit all contributions to the RPC within fifteen (15) days following the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable to each. Employer and voluntary contributions will be recorded separately on the remittance.
- 14.07 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the Employer contributions in Article 14.03 will be paid to that employee on each pay cheque. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if he/she were still contributing to the Plan.
- 14.08 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.



14.09 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.

14.10 All money being earned by the employee, such as the Employers' contribution to the Benefit Plan, as well as deductions made from Employees' wages, such as Union dues, Vacation Pay, and Pension, is a Trust Fund in the hands of the Employer until the money is paid to the Union.

The Union shall indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by the Employer by reason of any amounts deducted from the employee's pay and remitted to the Union's Benefit Administration Office as provided in this Article. The Employer's sole obligation under this Article shall be limited to making the payment as particularized above.

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

- 15.01 If any employee's car is used for transportation to and from jobs, the owner shall be paid forty-seven cents (\$0.47) per kilometre for such use outside a sixty (60) kilometre free zone from the Employer's shop. Employees shall be required to travel together as much as possible.
- 15.02 Employees shall be paid at their regular hourly rates for time spent travelling in excess of two (2) hours per day for any job that is more than ninety-six (96) kilometres from the Employer's shop.
- 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 forty-five cents (\$0.45) per kilometer for such use of the employee's vehicle.
- 15.04 When a jobsite is located more than one hundred and eighteen (118) 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 forty dollars (\$40.00) 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 - TOOLS**

16.01 All carpenters and skilled labourers shall supply their own tools as listed on Schedule "B".

## **ARTICLE 17 - SAFETY AND PROTECTIVE EQUIPMENT**

17.01 The Employer shall endeavour to provide a place of employment which shall be safe for the employees and shall use government-required safety devices and shall adopt and use methods and procedures to render it safe and shall do whatever is necessary to protect the life, health, and safety of the employees. It is understood that the employees will wear protective equipment and clothing when required.

17.02 The employees shall wear safety hats and boots obtained at the employees' expense.

17.03 The Employer agrees to reimburse each employee who has completed twelve (12) months of service; up to one hundred and fifty dollars (\$150.00) every twelve (12) months for the purchase of safety footwear. The employee is to be reimbursed upon presentation of receipt.

17.04 All other protective equipment deemed necessary by the labour-management committee will be supplied by the Employer and shall remain the property of the Employer.

## **ARTICLE 18 - EDUCATION AND ASSISTANCE FUND**

- 18.01 The Employer shall contribute to the Union's Education and Assistance Fund the amount outlined in Schedule "A" for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union in the manner prescribed at Article 7.
- 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 and the Union will cooperate when safety and related courses are made available to the members employed with the Employer.

## **ARTICLE 19 - CONSTRUCTION INDUSTRY DEVELOPMENT AND PROMOTION FUND**

- 19.01 The Employer shall contribute to the Union's Construction Industry Development and Promotion Fund (the "Industry Fund") the amount outlined in Schedule "A" for each hour worked by each employee covered by this Agreement, and it shall remit such contributions to the Union in the manner prescribed at Article 7.

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 may not be used to fund a grievance or other legal proceeding against any contractor signatory to CLAC or its affiliated local unions.

## **ARTICLE 20 - REST PERIODS**

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

## **ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY**

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

- a. marriages;
- b. sickness;

- c. death in the immediate family;
- d. union activity other than this establishment.

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

21.03 The immediate family in this Article shall mean: mother, father, mother-in-law, father-in-law, brother, sister, spouse or common-law spouse, children and grandchildren of the employee.

21.04 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 his mother, father, spouse, or common-law spouse, brother, sister, or child. An employee shall be granted two (2) day leave of absence at his regular rate of pay to attend the funeral of his mother-in-law and father-in-law. An employee shall be granted one (1) day leave of absence at his regular rate of pay to make arrangements for and to attend the funeral of his brother-in-law, sister-in-law, grandparent or grandchild.

## **ARTICLE 22 - DISCHARGE, SUSPENSION AND WARNING**

- 22.01 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be a written one, and a copy of this warning will be forwarded immediately to the CLAC Eastern Ontario Office.
- 22.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, together with a 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 23 - GRIEVANCE PROCEDURE**

- 23.01 The parties to this Agreement recognize the stewards and the CLAC Representative specified in Article 4 as the agents through which employees shall process their grievances and receive settlement thereof.
- 23.02 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.

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

23.04 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 24, thus bypassing steps 1 and 2. Such policy grievance shall be signed by a steward or a CLAC Representative, or in the case of an Employer's policy grievance, by the Employer or his representative.

### **STEP 1**

Any employee having a grievance will, accompanied by a steward or a CLAC 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 24 - ARBITRATION**

24.01 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.

24.02 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.

24.03 If a notice of desire to arbitrate is served, the two (2) 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 (2) 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.

24.04 No person may be appointed as chairman who has been involved in an attempt to negotiate or settle the grievance.

24.05 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.

24.06 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.

24.07 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 24.03, 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.

24.08 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 Article 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

- 24.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at day rates times normal working days, hourly rates times normal working hours, or average earnings, as applicable less any monies earned, or by any other arrangement which is just and equitable in the opinion of the arbitration board.
- 24.10 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.
- 24.11 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 25 - DURATION**

- 25.01 This Agreement shall become effective on the first (1<sup>st</sup>) day of May two thousand and twenty (2020) and shall remain in effect until the thirtieth (30<sup>th</sup>) day of April two thousand and twenty-three (2023) and for further periods of one (1) year, unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from ninety (90) to thirty (30) days prior to the renewal date. Should

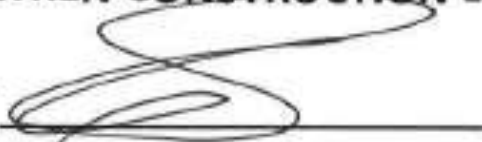


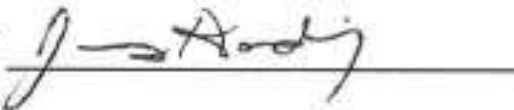
**MIRTREN CONTRACTORS LIMITED & MIRTREN CONSTRUCTION LIMITED  
COLLECTIVE AGREEMENT MAY 1, 2020 – APRIL 30, 2023**

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

DATED at Toronto ON, this 20<sup>TH</sup> day of July, 2020.

Signed on behalf of  
**MIRTREN CONTRACTORS LIMITED &  
MIRTREN CONSTRUCTION LIMITED**

Per  Per   
Per  Per 

Signed on behalf of  
**CONSTRUCTION WORKERS UNION, CLAC LOCAL 52**

Per  Per \_\_\_\_\_  
Per \_\_\_\_\_

**SCHEDULE “A-1”**  
**CLASSIFICATIONS AND HOURLY RATES (Mirtren Contractors)**

<b>Carpenter</b>							
<b>Effective</b>		<b>Wage</b>	<b>H&amp;W</b>	<b>Pension (5.5%, 6.0%, 6.5%)</b>	<b>E&amp;A</b>	<b>IF</b>	<b>Total</b>
<b>May 1/20</b>	Low	\$28.50	\$1.65	\$1.57	\$0.20	\$0.10	\$32.02
	High	\$30.33	\$1.65	\$1.67	\$0.20	\$0.10	\$33.95
<b>May 1/21</b>	Low	\$28.79	\$1.70	\$1.73	\$0.20	\$0.15	\$32.56
	High	\$30.63	\$1.70	\$1.84	\$0.20	\$0.15	\$34.52
<b>May 1/22</b>	Low	\$29.36	\$1.75	\$1.91	\$0.20	\$0.20	\$33.42
	High	\$31.25	\$1.75	\$2.03	\$0.20	\$0.20	\$35.43

<b>Skilled Labourer</b>							
<b>Effective</b>		<b>Wage</b>	<b>H&amp;W</b>	<b>Pension (5.5%, 6.0%, 6.5%)</b>	<b>E&amp;A</b>	<b>IF</b>	<b>Total</b>
<b>May 1/20</b>	Low	\$27.37	\$1.65	\$1.51	\$0.20	\$0.10	\$30.83
	High	\$28.43	\$1.65	\$1.56	\$0.20	\$0.10	\$31.94
<b>May 1/21</b>	Low	\$27.64	\$1.70	\$1.66	\$0.20	\$0.15	\$31.35
	High	\$28.71	\$1.70	\$1.72	\$0.20	\$0.15	\$32.49
<b>May 1/22</b>	Low	\$28.20	\$1.75	\$1.83	\$0.20	\$0.20	\$32.18
	High	\$29.29	\$1.75	\$1.90	\$0.20	\$0.20	\$33.34

**MIRTREN CONTRACTORS LIMITED & MIRTREN CONSTRUCTION LIMITED  
COLLECTIVE AGREEMENT MAY 1, 2020 – APRIL 30, 2023**

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<b>Labourer</b>							
<b>Effective</b>		<b>Wage</b>	<b>H&amp;W</b>	<b>Pension (5.5%, 6.0%, 6.5%)</b>	<b>E&amp;A</b>	<b>IF</b>	<b>Total</b>
<b>May 1/20</b>	Low	\$21.59	\$1.65	\$1.19	\$0.20	\$0.10	\$24.73
	High	\$26.75	\$1.65	\$1.47	\$0.20	\$0.10	\$30.17
<b>May 1/21</b>	Low	\$21.81	\$1.70	\$1.31	\$0.20	\$0.15	\$25.16
	High	\$27.02	\$1.70	\$1.62	\$0.20	\$0.15	\$30.69
<b>May 1/22</b>	Low	\$22.24	\$1.75	\$1.45	\$0.20	\$0.20	\$25.84
	High	\$27.56	\$1.75	\$1.79	\$0.20	\$0.20	\$31.50

Foremen shall receive a minimum premium of one dollar and fifty cents (\$1.50) per hour in addition to their basic rate.

It is understood and agreed that all those employees who on completion of their probationary period do not hold a certificate of qualification for a trade will be encouraged to enrol in an apprenticeship program with the Industrial Training Branch, Ministry of Colleges and Universities.

It is agreed that apprentices shall receive the following percentage of journeymen's rates:

- First Year - 50%
- Second Year - 60%
- Third Year - 70%
- Fourth Year - 80%

It is further agreed that the grading of present non-indentured apprentices and labourers shall be done in joint consultation between the Employer, the Union and the employee concerned, as outlined in Article 4.04 herein.

Should any government legislation or regulations increase the rates of pay indicated above, these rates shall automatically conform. Under no circumstances shall an employee's basic hourly rate and paid benefits be reduced as a result of such legislation or regulations.

The Employer shall bear the cost of all tests required to maintain up-to-date welder's qualifications, for any employee who is required to perform the work of a certified welder during the performance of his regular duties for the Employer.

**SCHEDULE “A-2”  
 MIRTREN CONSTRUCTION LIMITED**

<b>Carpenter</b>						
<b>Effective</b>	<b>Wage</b>	<b>H&amp;W</b>	<b>Pension (5.5%, 6.0%, 6.5%)</b>	<b>E&amp;A</b>	<b>IF</b>	<b>Total</b>
May 1/20	\$36.35	\$1.65	\$2.00	\$0.20	\$0.10	\$40.30
May 1/21	\$36.71	\$1.70	\$2.20	\$0.20	\$0.15	\$40.97
May 1/22	\$37.45	\$1.75	\$2.43	\$0.20	\$0.20	\$42.03

<b>Skilled Labourer</b>						
<b>Effective</b>	<b>Wage</b>	<b>H&amp;W</b>	<b>Pension (5.5%, 6.0%, 6.5%)</b>	<b>E&amp;A</b>	<b>IF</b>	<b>Total</b>
May 1/20	\$32.07	\$1.65	\$1.76	\$0.20	\$0.10	\$35.78
May 1/21	\$32.39	\$1.70	\$1.94	\$0.20	\$0.15	\$36.38
May 1/22	\$33.04	\$1.75	\$2.15	\$0.20	\$0.20	\$37.34

<b>Labourer</b>						
<b>Effective</b>	<b>Wage</b>	<b>H&amp;W</b>	<b>Pension (5.5%, 6.0%, 6.5%)</b>	<b>E&amp;A</b>	<b>IF</b>	<b>Total</b>
May 1/20	\$27.79	\$1.65	\$1.53	\$0.20	\$0.10	\$31.27
May 1/21	\$28.07	\$1.70	\$1.68	\$0.20	\$0.15	\$31.80
May 1/22	\$28.63	\$1.75	\$1.86	\$0.20	\$0.20	\$32.64



**SCHEDULE "B"**  
**TOOL LIST**

**Carpenters Tool List**

- 1 - 16 ounce claw hammer
- 1 - 8 point hand saw
- 1 - 10 point hand saw
- 1 - keyhole saw
- 1 - coping saw
- 1 - 24" - 30" carpenter's level
- 1 - block plane
- 1 - 14" jack plane
- 1 - oil stone
- 1 - butt gauge
- 1 - push drill
- 1 - 15" - 20" Yankee-type screwdriver
- 1 - set tin snips
- 1 - medium-sized claw bar
- 1 - nail puller
- 1 - set wood chisels, graduated from 1/4", 1/2", 3/4", and 1 1/4"
- 1 - wood rasp
- 1 - chalk line
- 1 - 16' steel tape
- 1 - combination square
- 1 - plumb bob
- 1 - ratchet brace
- 1 - set wood bits, graduated from 1/4" to 1"
- 1 - expansion bit from 7/8" to 3"
- 1 - wood bit extension

- 1 - pair side cutting pliers
- 2 - standard screwdrivers - 1 small, 1 medium
- 1 - set (four) Robertson screwdrivers
- 1 - scratch awl
- 1 - lath knife
- 1 - hack saw
- 3 - assorted nail sets
- 1 - medium crescent wrench
- 1 - rafter framing square
- 1 - T level square

**Skilled Labourer Tool List**

- 1 - 16 ounce claw hammer
- 1 - hand saw
- 1 - set tin snips
- 1 - medium-sized claw bar
- 1 - chalk line
- 1 - 16' steel tape
- 1 - combination square
- 1 - plumb bob
- 1 - pair side cutting pliers
- 2 - standard screwdrivers - 1 small, 1 medium
- 1 - set (four) Robertson screwdrivers
- 1 - lath knife
- 1 - medium crescent wrench
- 1 - rafter framing square
- 1 – T-level square
- 1 - 48" level

## **LETTER OF AGREEMENT**

Between

**MIRTREN CONTRACTORS LIMITED &  
MIRTREN CONSTRUCTION LIMITED**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 52**

### **RE: SUPERINTENDENT & SKILLED LABOURER SENIORITY**

Whereas the Union recognizes the Employer's need to hire, promote, and develop new and emerging supervisory staff to take on the responsibility of overseeing construction projects, the parties agree to the following:

- The list of job classifications (currently two classifications) described at Schedule 'A' of the Collective Agreement between the Union and the Employer shall for the duration of this Letter of Agreement be amended to three classifications as follows:
  - Carpenter
  - Skilled Labourer
  - Labourer
- In accordance with Article 12 of the Collective Agreement, the Employer shall maintain a separate seniority list for each trade and job classification. In the event of a layoff due to a shortage of work, the Employer shall layoff employees in

accordance with their seniority within their respective trade or job classifications.

- Only persons that are classified as a Skilled Labourer or as a Carpenter may be appointed by the Employer to serve as a job foreman or superintendent.
- A person appointed to serve as a job superintendent shall receive a wage equal to \$1.50 more than the Carpenter wage rate for the time during which that person is serving as the Superintendent. Upon the completion of the project, or the conclusion of that person's appointment, they shall return to their regular rate of pay.

This letter of agreement shall be in effect for the duration of this Agreement.

**MISSISSAUGA MEMBER CENTRE**

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)**