

COLLECTIVE AGREEMENT

Between

**MIRTREN CONSTRUCTION
LIMITED**

And

**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 52**

DURATION: MAY 1, 2026 – APRIL 30, 2029

COLLECTIVE AGREEMENT

Between

MIRTREN CONSTRUCTION LIMITED
(hereinafter referred to as "the Employer")

and

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

MAY 1, 2026 – APRIL 30, 2029

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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.
- 1.03 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder, which shall continue in full force

and effect and be considered as if this Agreement had been executed without the invalid portion.

- 1.04 The parties recognize that where various legislation overrides the provision contained herein, such legislation shall prevail. This shall include, but not be limited to such statues as the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety and Insurance Act* and the *Occupational Health and Safety Act*, as amended from time to time.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognized the Union as the exclusive bargaining agent for all construction employees employed by Mirtren Construction, working in all sectors of the construction industry in the Province of Ontario save and except non-working forepersons and those above the rank of non-working forepersons.
- 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 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 - 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 - UNION DUES, REMITTANCES AND DATA COLLECTION

- 7.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to the union dues as set by the National Convention of the Union and as described in this Article and the dues and remittances directive issued by the Union. 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

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 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.

7.05 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.
- 7.06 The Employer shall also record on a remittance any of the following changes in employment status:
- a. change in classification, level or apprenticeship year;
 - b. job end date (for temporary or permanent separation).
- 7.07 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 within each classification 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 - CLAC HEALTH FUND

- 13.01 The Union warrants and represents that the Union's Health & Welfare Trust Fund (the "Trust Fund") is established to provide insurance and related benefit

programmes for the Plan Members. The Trust Fund is supervised by a board of trustees including Employer and Union trustees.

- 13.02 Upon the successful completion of the probationary period, the Employer agrees to remit the amount outlined under Schedule “A” for health insurance coverage for each hour worked by each employee covered under this Agreement in accordance with the Remittances to the Union Article 7 and the Union’s dues and remittance policy and directive. The Employer also agrees to remit the amount outlined under Schedule “A” multiplied by the number of hours already worked by that employee, to a maximum of three hundred and twenty (320) hours. An employee that does not complete the probationary period shall not be entitled to this contribution.
- 13.03 The Employer will cooperate in providing information as necessary for the proper administration of the Trust Fund, including the information outlined in the Remittance to the Union provisions in Article 7 and the Union’s dues and remittance policy and directive. The Employer further agrees to inform the Union of any changes in the above employee information.
- 13.04 The Trust Fund will be responsible for the timely reporting of taxable benefit amounts attributable to participation in the Trust Fund. Such communication will be in the form of T4A information slips issued by the Trust Fund or any other documentation that may be required for reporting to Canadian provincial or federal tax authorities.

13.05 The Union covenants and agrees to indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by, the Employer by reason of any amounts deducted from any employee's pay and remitted to the Union as provided herein. In the event that the Employer fails to remit according to these articles, this indemnification is inoperable. The Employer's sole obligation pursuant to this article shall be limited to making the payment more particularized herein.

13.06 Ineligibility Due to Age

Whereas coverage under the Benefit Plan ceases for the plan participant because of age, an amount equivalent to the contributions to the Trust Fund, will be paid to that employee and treated as wages. This is the hourly Employer contribution amount outlined in Schedule "A".

13.07 Employee Paid Disability Coverage and Premiums

Coverage will include an Employer paid long-term disability insurance plan. The premiums for disability insurance will be remitted on the employee's behalf to the Union in accordance with the above Remittances to the Union article and the Union's dues and remittance directive.

The Employer shall cease payment for the disability benefit(s) six (6) months after the employee turns sixty-four (64) years of age.

ARTICLE 14 - PENSION PLAN

- 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 after one (1) year of service. Contributions shall begin at the commencement of the next pay period.
- 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. For clarity, the Employer will not match voluntary contributions made by the employee.

- 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 will remit pension contributions to the Union as outlined in the Remittances to the Union article. Employer and voluntary contributions will be recorded separately on the remittance.
- 14.08 In the event that a remittance has not been received by the Union within one (1) month's time from 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.
- 14.09 **Ineligibility Due to Age**
Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions will be paid to the 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.

- 14.10 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 towards the cost of pension benefits provided by the Plan or be responsible for providing such benefits.
- 14.11 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employee's 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.
- 14.12 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. The Employer shall continue pension contributions during a period of leave as provided under *ESA* legislation, to the extent required by such legislation.

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 sixty cents (\$0.60) 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 sixty cents (\$0.60) 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 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 - 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 two hundred and fifty dollars (\$250.00) 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 - CLAC TRAINING FUND

18.01 The Employer shall contribute to the CLAC Training 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 CLAC Training 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 AND ARBITRATION PROCEDURE

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

23.02 “Grievance” shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

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 group of grievors shall be listed on the grievance form.

A “Policy Grievance” is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A “Policy Grievance” shall be signed by a steward or a Union representative or, in the case of an Employer’s policy grievance, by the Employer or its representative.

23.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean “business days” and exclude Saturdays, Sundays and public holidays as listed herein.

23.04 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) days 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. If the Employer does consider or process a grievance which has been presented late, the Employer shall not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

23.05 The Union will not file a grievance until after the effected employee brings the complaint to the attention of his immediate supervisor. If the supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

A grievance is to be filed within the five (5) days referred to in Article 23.04 above, in writing and shall be filed with the Employer by a steward or a Union representative. The Employer shall notify the Union of its decision in writing within five (5) workdays following the day upon which the grievance was filed.

A grievance shall identify:

- the facts giving rise to the grievance;
- the section or sections of this Agreement claimed violated; and

- the relief requested.

The grievance will be signed by the employee involved unless it is a policy grievance. The Union may sign for an employee with the employee's instruction.

Step 2

If the Union is dissatisfied with the outcome at Step 1, a Union representative shall within five (5) days of the decision under Step 1, or within five (5) days of the day this decision should have been made, notify the Employer that a grievance meeting is required between the steward or Union representative together with the grievor and the Employer. This meeting will be held within five (5) days of the Step 2 meeting notice to the Employer. The Employer shall notify the steward or Union representative of its decision in writing within five (5) days of such meeting.

23.06 Union Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) days of the time circumstances upon which the grievance is based where known or should have been known by the grievor. A meeting between the Employer and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 2. The Employer or the Union, as the case may be, shall give its written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) days of the delivery of such written decision or within fifteen (15) days of when such written decision ought to have been delivered.

The Union will not institute a grievance directly affecting an employee which such employee could themselves institute, by passing the provisions of Steps 1 and 2 above.

23.07 Grievance Resolution and Time Limit Waivers

The parties will make best efforts available to them by which they might voluntarily resolve a grievance before referring a matter in dispute to arbitration. That is, while the parties are active at attempting in good faith to resolve a grievance, while they are gathering evidence and while they are in dialogue in person, by phone or email and honouring timelines for replies that they give each other, a matter won't be referred to arbitration. During such time, the time limits contained herein are deemed waived by mutual consent. Neither party will claim to be prejudiced by such extension of time limits and neither will seek the dismissal of a grievance on the basis of timelines due to such extension of time limits.

Where either party believes that efforts at resolution are not yielding the desired result, that party may give notice that it no longer waives time limits and that it will proceed to mediation or arbitration as outlined below.

23.08 **Mediation**

The parties may agree that a matter be mediated. If they agree in writing to do so, the arbitrator selection process will proceed as below, listing arbitrators known for their willingness and ability to mediate. Further, it is the same arbitrator who will render a final and binding decision if mediation fails to achieve a settlement of the grievance. This “med-arb” procedure will cease upon notice from one party to the other and to the arbitrator-mediator that it withdraws its agreement to mediate. The arbitrator then will proceed to arbitrate the dispute.

23.09 **Arbitration**

If the parties fail to settle a grievance, the grievance may be referred to arbitration under the procedure contained herein.

Notwithstanding the arbitration procedure contained herein, a grievance, at any time, may be referred to the Ontario Labour Relations Board for arbitration under the provision of the *Labour Relations Act, 1995*.

23.10 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the final decision given at Article 21.05 above. If no decision is given, notice must be given within fourteen (14) days of when that decision was due.

23.11 With notice of desire to arbitrate, the party requiring arbitration will submit to the other party a list of three (3) arbitrators the party suggests for arbitrating the matter.

The other party will reply with either notice that it agrees to one (1) or more of the three (3) or a list of three (3) alternate arbitrators. In the event the party submitting the matter to arbitration is unwilling to agree to these three (3), the parties shall arrange a lottery from amongst the six (6) arbitrators, drawing all six (6), in turn, and then requesting the arbitrators in the same order to hear the case. If the first arbitrator drawn is unable to convene a hearing within one (1) month, the matter is sent to the second arbitrator drawn. The process will continue in that fashion until an available arbitrator has been found from amongst the six (6) or all of the six (6) arbitrators have been contacted in turn. If none of the six (6) arbitrators is able to convene a hearing within one (1) month the parties will remit the matter to the arbitrator that is available soonest.

23.12 Notices of desire to arbitrate and of nominations of an arbitrator shall be served in writing including by email or delivered in person.

23.13 If a party refuses or neglects to answer a grievance at any stage of the grievance and arbitration procedure, the other party may commence arbitration proceedings. If the party in default refuses or neglects to appoint an arbitrator in accordance with this article, the party not in default may appoint, upon notice to the party in default, an arbitrator to hear the grievance. The arbitrator's decision shall be final and binding upon both parties.

23.14 An arbitrator has the jurisdiction, power and authority to give relief for default in complying with the time limits set

out in this article where it appears that the default was owing to a reliance upon the words or conduct of the other party.

- 23.15 Each of the parties hereto will bear, jointly and equally, the expense of the arbitrator.
- 23.16 An arbitrator is not authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement nor adjudicate any matter not specifically assigned to it by the notice to arbitrate outlined in the grievance and arbitration procedure.
- 23.17 Employees found to be wrongfully discharged or suspended will be reinstated with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by an other arrangement which is just and equitable in the opinion of the arbitrator.
- 23.18 Where the arbitrator 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 circumstance surrounding the discharge or suspension, the arbitrator may substitute a penalty which, in the arbitrator's opinion, is just and equitable.

ARTICLE 24 - DURATION

24.01 This Agreement shall become effective on the first (1st) day of May two thousand and twenty-six (2026) and shall remain in effect until the thirtieth (30th) day of April two thousand and twenty-nine (2029) 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 neither party give such notice, this Agreement shall be renewed for a period of one (1) year.

Signatures on file

MIRTREN CONSTRUCTION LIMITED
CLAC LOCAL 52
COLLECTIVE AGREEMENT MAY 1, 2026 – APRIL 30, 2029

SCHEDULE “A”
Classifications and Wages

May 1, 2026

| Classification | Wage | Vac Pay | H&W | Pension | Training | IF | Total |
|-----------------------|-------------|----------------|----------------|----------------|-----------------|-----------|--------------|
| Carpenter | \$43.17 | \$4.32 | \$1.95 | \$3.80 | \$0.22 | \$0.20 | \$53.66 |
| Skilled Labourer 2 | \$40.98 | \$4.10 | \$1.95 | \$3.61 | \$0.22 | \$0.20 | \$51.05 |
| Skilled Labourer 1 | \$38.09 | \$3.81 | \$1.95 | \$3.35 | \$0.22 | \$0.20 | \$47.62 |
| Labourer 3 | \$33.01 | \$3.30 | \$1.95 | \$2.90 | \$0.22 | \$0.20 | \$41.58 |
| Labourer 2 | \$27.31 | \$2.73 | \$1.95 | \$2.40 | \$0.22 | \$0.20 | \$34.82 |
| Labourer 1 | \$22.95 | \$2.29 | \$1.95 | \$2.02 | \$0.22 | \$0.20 | \$29.63 |

May 1, 2027

| Classification | Wage | Vac Pay | H&W | Pension | Training | IF | Total |
|-----------------------|-------------|----------------|----------------|----------------|-----------------|-----------|--------------|
| Carpenter | \$44.68 | \$4.47 | \$2.05 | \$3.93 | \$0.24 | \$0.20 | \$55.57 |
| Skilled Labourer 2 | \$42.41 | \$4.24 | \$2.05 | \$3.73 | \$0.24 | \$0.20 | \$52.87 |
| Skilled Labourer 1 | \$39.42 | \$3.94 | \$2.05 | \$3.47 | \$0.24 | \$0.20 | \$49.32 |
| Labourer 3 | \$34.16 | \$3.42 | \$2.05 | \$3.01 | \$0.24 | \$0.20 | \$43.07 |
| Labourer 2 | \$28.27 | \$2.83 | \$2.05 | \$2.49 | \$0.24 | \$0.20 | \$36.07 |
| Labourer 1 | \$23.75 | \$2.37 | \$2.05 | \$2.09 | \$0.24 | \$0.20 | \$30.70 |

May 1, 2028

| Classification | Wage | Vac Pay | H&W | Pension | Training | IF | Total |
|-----------------------|-------------|----------------|----------------|----------------|-----------------|-----------|--------------|
| Carpenter | \$45.57 | \$4.56 | \$2.15 | \$4.01 | \$0.25 | \$0.20 | \$56.74 |
| Skilled Labourer 2 | \$43.26 | \$4.33 | \$2.15 | \$3.81 | \$0.25 | \$0.20 | \$53.99 |
| Skilled Labourer 1 | \$40.21 | \$4.02 | \$2.15 | \$3.54 | \$0.25 | \$0.20 | \$50.37 |
| Labourer 3 | \$34.84 | \$3.48 | \$2.15 | \$3.07 | \$0.25 | \$0.20 | \$44.00 |
| Labourer 2 | \$28.84 | \$2.88 | \$2.15 | \$2.54 | \$0.25 | \$0.20 | \$36.86 |
| Labourer 1 | \$24.22 | \$2.42 | \$2.15 | \$2.13 | \$0.25 | \$0.20 | \$31.38 |

Notes:

1. Vacation Pay and Holiday Pay shall be paid in accordance with Article 10.
2. The Pension percentage shall be calculated using the hourly wage rate plus vacation pay.

Any employee who is paid above the rate listed in Schedule “A” shall also receive the scheduled increase in each year of the agreement.

Foremen shall receive a minimum premium of two dollars (\$2.00) per hour in addition to their basic rate. Only persons that are classified as a Skilled Labourer as a Carpenter may be appointed by the Employer to serve as a job foreperson or superintendent. Upon the completion of the project, or the conclusion of that person’s appointment, they shall return to their regular rate of pay.

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 Ministry of Labour, Immigration, Training and Skills Development.

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 "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

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

retire@clac.ca

CLAC BENEFITS

1-800-463-2522

easternbenefits@clac.ca

CLAC APPRENTICESHIP

1-877-701-2522

apprenticeshipcentral@clac.ca

CLAC TRAINING

1-877-701-2522

trainingcentral@clac.ca

CLAC JOBS

1-877-701-2522

jobscentral@clac.ca

clac.ca/myCLAC