

COLLECTIVE AGREEMENT

BETWEEN

EL-CON CONSTRUCTION INC.

AND

LOCAL UNION 636

International Brotherhood of Electrical Workers

Effective: November 1, 2020 to October 31, 2022

This Agreement made this 15th day of December 2020

BETWEEN

EL-CON CONSTRUCTION INC.

hereinafter referred to as "the Corporation" or "The Employer"

and

LOCAL 636 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

hereinafter referred to as "the Union"

THIS AGREEMENT WITNESSETH:

ARTICLE 1 **PURPOSE**

- 1.1 The general purpose of this Agreement is to maintain mutually satisfactory relations between the Corporation and its employees, to provide orderly collective bargaining relations and to secure prompt and equitable disposition of complaints with a view to maintaining mutually satisfactory hours, wages, working conditions and efficient operations of the Corporation's plant under methods which will promote a competitive, flexible, and safe working environment. Both parties recognize a duty to cooperate in good faith, individually and collectively, for the advancement of these purposes.

ARTICLE 2 **RECOGNITION**

- 2.1
- a) The Company recognizes the Union as the exclusive bargaining agency for negotiating working conditions, hours of work and wages for and this Agreement applies to all employees of the Corporation engaged in the installation and servicing of underground and other infrastructure in the Province of Ontario, save and except non-working foreperson, employees above that rank, persons regularly employed for not more than 24 hours per week, temporary employees hired to replace employees who are absent or hired to increase the regular work force during busy periods to a maximum of one hundred and twenty (120) consecutive calendar days, co-op students, students employed during school breaks, office, technical and sales staff.
 - b) If a temporary employee is hired as a regular employee within 30 calendar days of finishing their temporary assignment of more than 90 calendar days, they will be given credit for up to sixty (60) calendar days worked as a temporary for purposes of the probationary period under Article 7.1.
- 2.2 Seniority employees will not be laid off as a direct result of contracting out work they regularly perform, assuming they are willing and available to do the required work and that the Employer has the necessary equipment available. The Corporation further

agrees that any Management, Professional and Supervisory members of staff, with the exception of students, who are excluded from the bargaining unit, shall not normally perform any work covered by the classification in this Agreement except in the case of emergency, instruction, special circumstances, or temporary work overload.

- 2.3 The Corporation will recognize a negotiating committee of not more than three (3) employees to represent the Union in meetings with the Corporation in negotiation of this Agreement. The Corporation will pay the employees for any normal working time lost at such meetings, up to four (4) days, plus the time spent in the first meeting with the Corporation, maximum per employee. The Union negotiating committee shall be accompanied by the local Union Business Representative and/or a representative of the International Brotherhood of Electrical Workers at any negotiation meeting.
- 2.4 The Corporation will not interfere with the right of the employees to join the Union or engage in Union activities, and the Union agrees that such activities will not be carried on in the Corporation's plant or property or on the Corporation's time or in such a manner as to interfere with the efficient operation of the Corporation, except as hereinafter provided. The Corporation will not discriminate against, interfere with, restrain or coerce any employee (including temporary employees) because of membership in or activities on behalf of the Union. Union Stewards, with the approval of their immediate supervisor, shall be permitted during their regular working hours, without loss of time or pay, to investigate a grievance in their respective jurisdiction, provided the Steward first obtains the approval of his immediate supervisor which shall not be unreasonably withheld and the Steward reports back on completion of his investigation.
- 2.5 TIME OFF FOR UNION ACTIVITIES/ "OTHER UNION BUSINESS"
 - a) Provided the Employer receives at least thirty (30) calendar days advance written notice (a condition that may be waived in extenuating circumstances), leaves of absence with pay and without any loss of seniority or benefits shall be granted upon request to any employee(s) elected or appointed to represent the Union at Union meetings; conferences; conventions; seminars; workshops or; attend to Union business outside the workplace outside of June 1st to September 30th,, unless otherwise approved by the Company. The Union agrees to reimburse the Employer for the regular hourly wages that are paid to such employees – but no burden or levy will be assessed.
 - b) Provided the Employer receives at least thirty (30) calendar days advance written notice (a condition that may be waived in extenuating circumstances), leaves of absence with pay and without a loss of seniority or benefits shall be granted upon request to any employee(s) elected or appointed to attend Executive, Committee and/or Union meetings of the International Brotherhood of Electrical Workers and its affiliated or chartered bodies outside of June 1st to September 30th, unless otherwise approved by the Company. The Union agrees to reimburse the Employer for the regular hourly wages that are paid to such employees – but no burden or levy will be assessed.
 - c) The total number of days for the bargaining unit each calendar year is ten (10) work days.

ARTICLE 3

MANAGEMENT RIGHTS

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

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

- 3.2 It is agreed that the Collective Agreement does not and will not apply to Oakville Hydro and that, as a condition of entering into this Agreement, there will not be an OLRB 'Section 1(4) and/or Section 69' application involving Oakville Hydro and the Employer.

ARTICLE 4

UNION SECURITY

- 4.1 All new employees in the bargaining unit shall be members of the Union as a condition of employment, and for all employees in the bargaining unit, the Corporation agrees to deduct regular Union dues as follows:

Deduction and Remittance of Union Dues:

The Corporation agrees to deduct, each regular pay, from the wages of all employees in the Bargaining Unit, Union dues as directed by the Union from time to time. The Corporation also agrees to deduct and remit an amount equivalent to the Union initiation fee from each new employee upon the successful completion of their probationary period.

The Union shall notify the Corporation, in writing, of the amount of such dues to be deducted under this section and, provide at least thirty (30) days written notice of any changes in the amounts thereof that may be directed from time to time.

The Corporation shall forward these deductions to the Union once each month, together with an alphabetical listing of names showing:

- a) the amount deducted from each employee;

Such remittances will be forwarded to the Union so that they are received not later than the fifteenth (15th) day of the month following the month in which the dues have been deducted.

Payroll deductions will not include any fines. Union dues will be included on the employee's T4 slip (for income tax purposes).

In consideration of the deduction and forwarding of Union dues by the Corporation, the Union agrees to indemnify and save harmless the Corporation against any claim or liability arising out of, or resulting from, the collection and forwarding of regular Union dues or Union initiation fees.

ARTICLE 5

GRIEVANCES

- 5.1 There shall be an earnest effort on the part of both parties to this agreement, to settle promptly through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretation, application or administration of this agreement. Probationary employees cannot grieve over their layoff or termination, unless required by amendments to statute such as the *Labour Relations Act*.
- 5.2 All grievances to be dealt with under Step One below shall be in writing, on forms supplied by the Union and signed by the employee having such grievance.
- 5.3 Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change at later steps except mutual agreement in writing with the Employer, or in the case of remedy, an Arbitration Board.
- 5.4 In determining the time which is allowed in the various steps of Articles 5 and 6, Saturday, Sunday and Statutory Holidays shall be excluded, and any time limits may be extended by mutual agreement in writing.
- 5.5 If advantage of the provisions of Article 5 & 6 hereof is not taken within the time limits specified therein or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.
- 5.6 The Employer shall designate and name the official to whom a written grievance is submitted at Step One.
- 5.7 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step 1 – Within ten (10) full working days after the circumstances giving rise to the grievance occurred or originated the aggrieved employee and/or a union representative, shall present the grievance in writing to the official of the Employer to handle grievances at this step. If a settlement satisfactory to the Union and the employee concerned is not reached within two (2) full working days, the grievance may be presented as indicated in Step Two at any time within five (5) full working days thereafter or if the grievance involved monetary, discipline or discharge matters, not involving the interpretation of the Agreement to final and binding determination.

Step 2 – A meeting shall convene within (10) full working days to deal with the grievance. Should no satisfactory settlement be reached within five (5) full working days after the meeting, the grievance may be submitted to arbitration.

a) The Union may process a written grievance, which involved a number of employees of the Employer or the interpretation of the Agreement. Such grievances shall be commenced at Step Two of the above procedure.

The Employer may process a written grievance alleging a violation of the interpretation of this Agreement at Step Two of the above procedure.

Such grievances shall be commenced at Step Two (2) within ten (10) full working days after the circumstances giving rise to the grievance originated.

b) No decision or settlement involving any grievance which has been dealt with at Step One above, other than grievances which have been properly referred to final and binding determination, shall be used by any party as a precedent in future cases and shall be treated as only applicable to the grievance in question.

5.8 Notwithstanding the above, a grievance concerning wages and fringe benefits may be presented within thirty (30) days after the circumstances giving rise to the grievance occurred or originated.

5.9

a) When an employee is receiving written discipline, the employee may request steward representation for that meeting.

b) Written and verbal warnings will be removed from an employee's work record and not referenced after twelve (12) months provided the employee's record has remained discipline free for twelve (12) months. Suspensions of one (1) day will be removed from the employee's work record and not referenced after eighteen (18) months provided the employee's record has remained discipline free for eighteen (18) months. Suspensions of greater than one (1) day will be removed and not referenced after twenty-four (24) months provided the employee's record has remained discipline free for twenty-four (24) months. The foregoing does not apply to any form of discipline related to health and safety (including Bill 168).

ARTICLE 6

ARBITRATION

6.1

a) Except by mutual agreement, no matter which has not been properly carried through all previous steps of the grievance procedure may be submitted to arbitration, provided a demand in writing, listing the names of three (3) potential arbitrators, therefore is presented by either the Corporation or the Union, not later than twenty (20) working days after the decision is rendered at Step Two.

b) Within five (5) days thereafter, the party receiving the request will advise the other party of their concurrence with one of the submissions or failing agreement, further submit

the names of three (3) potential arbitrators.

- c) If the parties are unable to come to an agreement on the selection of a single arbitrator, the party submitting the grievance to arbitration shall then make application to the Ontario Labour Relations Board and request that the Minister of Labour appoint a sole arbitrator.
- 6.2 A single arbitrator shall not have the power to add to or to subtract from, or change the provisions of the Collective Agreement, or to deal with any matter not covered by this Agreement.
- 6.3 The Union and the Corporation shall each pay one-half (1/2) of the remuneration and expenses of the single arbitrator, and each shall bear the expenses for their own appointees to the Board and any other expenses incurred in presenting their case.
- 6.4 The legal decision of the single arbitrator appointed shall be accepted as final and binding on the parties of this Agreement and on any employee or employees affected.
- 6.5 Notwithstanding the above, the Union and the Corporation may mutually agree to reach settlement to a grievance through the services of a Grievance Settlement Officer or other mutually agreeable third-party facilitator, including a Mediator/Arbitrator. The parties shall jointly bear the expenses of the Grievance Settlement Officer or other agreed to third party facilitator.

ARTICLE 7

SENIORITY

- 7.1 The first five months of employment shall for each new employee be considered a probationary period. The employee must also work a minimum of 60 days. An employee on probation shall not be entitled to any of the seniority rights granted by this Agreement, nor shall they or the Union be entitled to process a grievance with respect to discharge or lay-off, unless required by amendments to statute, such as the *Labour Relations Act*.
- 7.2 An employee shall lose his seniority status, have his/her name removed from the seniority list and cease to be an employee of the Corporation if any of the following conditions occur:
 - a) if he quits his employment voluntarily or is discharged for cause; or:
 - b) if he fails to report to work after a lay-off within five (5) working days after the recall. The Corporation shall notify such employee of this recall by telephone and by registered letter sent to him at his last address as shown in the Corporations records, in which last mentioned event he shall be deemed to have been recalled on the third (3rd) business day (Monday to Friday) after mailing; or:
 - c) if he fails to report to work after an absence without permission for a period of three consecutive scheduled working days; or
 - d) on the expiration of twelve months following a lay-off during which period the employee has not been recalled; or

- e) if he fails to return to work (including available modified duties) from an illness or disability having been cleared to do so; or
 - f) if he remains away from work due to illness or disability, longer than a period equal to two months for each completed year of service to a maximum of twenty-four months after becoming eligible for the Long-Term Disability plan in effect; or
 - g) if he accepts employment elsewhere or engages in self-employment while on leave of absence, sick leave or in receipt of Workers' Compensation.
- 7.3 The Company shall provide the Union with a copy of an updated seniority list. Seniority shall date from the time the employee last entered the employ of the company

ARTICLE 8 **JURISDICTION**

- 8.1 Should any jurisdictional question arise as between the Union and any other Union or Unions it shall be the responsibility of the Union to resolve such questions without interference with the Employer's operations.

ARTICLE 9 **STRIKES/LOCKOUTS**

- 9.1 The Union agrees there will be no strike during the term of the Agreement and the Employer agrees that there will be no lockout.
- 9.2 The word "strike" and "lockout" in this Agreement shall mean "strike" and "lockout" as defined in the Ontario Labour Relations Act.

ARTICLE 10 **BULLETIN BOARDS**

- 10.1 The Employer agrees to permit posting of any notice on Union letterhead of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose.

ARTICLE 11 **FLEXIBILITY**

- 11.1 Employees may be assigned duties which they are qualified to safely perform regardless of their classification. The intent is to maximize employee's flexibility. Employees will participate in training as provided by the Corporation to allow them to perform varied assignments and operate equipment in their classification and above.
- 11.2 It is not the intent of the Corporation to penalize or discipline employees by assigning them significant amounts of time doing duties that are contained in the entry level classification, recognizing that not being able to consistently rely on an employee's attendance and/or performance prevents the employer from continuing to assign more skilled duties. Any significant concerns will be discussed between the Union and the Employer upon request by the Union.

ARTICLE 12 **HOURS OF WORK AND OVERTIME**

- 12.1 The following sections are intended to define the normal working hours for the purpose

of calculating overtime only and shall not be construed as a guarantee of hours per day or per week, or of the days of work per week.

- 12.2 The normal hours shall be scheduled to begin from 7:00 a.m. to 5:00 p.m. recognizing that some employees will be assigned earlier start (for example – to secure work zone). As well, certain projects for reasons such as traffic, pedestrian safety, outages, concrete pouring and curing etc. will require all necessary crew members to remain. Otherwise, employees may be requested to work outside of these hours on a voluntary basis only and paid at the applicable overtime rates, if any. It is also understood that employees in circumstances other than described above, may be required to work beyond these hours and the Company may assign junior, qualified employees where practical if there are insufficient qualified volunteers for the project needs.
- 12.3 The regular hours of work for employees engaged in work covered by this Agreement are 10 hours with 20 minutes paid lunch break, to be taken on site, but including two (2) paid fifteen (15) minute breaks.
- 12.4
- a) Factors such as inclement weather, equipment breakdown, outages (planned and unplanned) and daylight restriction may result in deviations from normal hours.
 - b) Management will contact employees to cancel work. If work is cancelled for the day, Management may call in employees who can complete the work they were assigned the previous day, being job specific and not including yard work. If there is any additional work available, Management will use a rotating list to call employees for work.
 - c) Where employees are not notified in person or by a phone call to their home telephone number (whether answered or not, but with a message or an answering system, if any) prior to leaving for work, and where they attend at work, they will receive a minimum of four (4) hours work, or four (4) hours regular pay at straight time. Employees who attend but voluntarily wish to leave before the four (4) hours will be paid for the hours worked.
- 12.5 Overtime is paid once the employee works more than 44 hours per week. Overtime will be at 1 ½ times the employee's regular rate of pay.
- 12.6 There shall be no pyramiding of premiums. Overtime is not paid on premiums.
- 12.7 All employees may bank time off in lieu of overtime pay, on the basis of the prescribed overtime rate per hour worked in increments of not less than one ten-hour day. An employee may accumulate a maximum of 15 days at any time. Lieu time must be taken during non-peak times as defined by management, with special consideration given in extenuating circumstances.

Note: *Vacation days are based on a 10-hour day.*

ARTICLE 13

LAYOFF/RECALL

- 13.1 Employees who are laid off for more than three (3) consecutive workdays will be laid off

within their Classification of Technician in order of seniority assuming they have the skills and qualifications needed by the Corporation for the remaining work. The junior displaced employee(s) in the Classification affected will be able to displace the junior employee in the next lower classification(s) assuming they have the seniority, and they have the skills and qualifications needed by the Corporation for the remaining work. Recalls of more than three (3) working days will be done on the same principles assuming they have the skills and qualifications to perform the required work. Recalls will be done by phone to the laid off employee's applicable telephone number, to be followed by written notice of recall sent by registered mail or e-mail. Employees must accept the recall within three (3) business days of the sending of the notice and, in the interim, the Corporation can cover the needed work as it determines, pending the employee's return. It is the obligation of each employee to continue to provide an up to date phone number and address.

Around the time of the notification and recall to the employee(s), the Chief Steward will be notified prior to the layoff and recall of any employee.

ARTICLE 14 LEAVE OF ABSENCE

14.1 Work and other operating conditions permitting, request to his immediate supervisor for any leave of absence (not otherwise provided for), will be given consideration. Such leaves of absence are to be without pay and will be deemed temporary leaves of absence. Application to his immediate supervisor for temporary leave of absence shall be made in writing giving reasons and length of time for such leave.

14.2

- a) The current sick pay package will continue.
- b) The six (6) annual sick days, if not used may be accumulated to a maximum of sixty (60) sick days, recognizing there is no payout for unused days or the bank.
- c) In the event an employee calls in sick, he shall have the option to use either 10 hours sick pay or 5 hours sick pay and 5 hours unpaid.

ARTICLE 15 BENEFITS

15.1 The Corporation agrees to pay one hundred percent (100%) of the insurance premiums for the following benefits for all regular active employees covered by this Agreement, effective the first calendar month following attainment of regular status, after completing probation, and for the month following commencement of an absence (including layoff).

Prescription Drugs:

- approved in the plan, subject to an \$10.00 dispensing fee cap.

Paramedical

insurer pays:

- eighty percent (80%) of the cost to a maximum of \$1,500.00 combined for all practitioners (acupuncturist, chiropodist/podiatrist, chiropractor, registered massage therapist, naturopath, osteopath, physiotherapist, psychologist, speech therapist) subject to doctor referral if required.

Orthotics/Orthopedic Shoes

insurer pays:

- \$350/24 months combined

Hearing Aids

insurer pays:

- \$600 per 60 months effective November 1, 2020

Vision Care

Insurer pays:

- \$425 per 24 months and a separate eye exam of \$125 every 24 months effective November 1, 2020

Prescription Safety Glasses:

- \$200 per employee per 12 months
- An employee is also entitled to replace prescription safety glasses damaged at work to a maximum cost of \$125 once per year

Out of Province Emergency Health Care:

- Provided as part of the benefit plan. Please refer to Sun Life for further details

Dental Care

Insurer pays:

- Basic dental at one hundred percent (100%); and
- major restorative (dentures, metal crowns, bridges, partial dentures) at fifty percent (50%) with a combined yearly maximum of \$1,750 effective November 1, 2020
- effective November 1, 2021, major restorative (dentures, metal crowns, bridges, partial dentures) at fifty percent (50%) with a combined yearly maximum of \$2,000
- effective November 1, 2017, orthodontics paid for children under 19 years of age at fifty percent (50%) to a \$2,250 lifetime maximum. Effective November 1, 2019 coverage will increase to \$2,500 lifetime maximum
- recall exams every six (6) months
- amounts paid for dental services are based on the Dental Fee Guide for the year prior

During this Collective Agreement there shall be no reduction, decrease or restriction in any way of the quantum or scope of these benefits provided pursuant to the Collective Agreement without the consent of the Union, except in the case of a change in insurer, the substantive or primary benefit coverage will cumulatively be as good, recognizing there may be certain administrative changes.

Employee Assistance Program:

- short term professional counseling
- coverage effective date of hire

Life Insurance

(a) **Basic Life Insurance:**

- Benefit level is one and one-half (1 ½) times annual salary and premiums are paid by the employer
- maximum not to exceed \$600,000.00
- coverage is effective date of hire

(b) **Optional Life Insurance:**

- twenty-five percent (25%) of annual salary; seventy-five percent (75%) of annual salary; one hundred and twenty-five percent (125%) of annual salary
- premiums are paid by the employee
- coverage is effective date of hire
- Spousal Life Insurance
- available in multiples of \$10,000 to a maximum of \$250,000
- premiums are paid by the employee

Long Term Disability:

- coverage begins upon completion of probation
- pays sixty-five percent (65%) of your monthly base salary up to \$6,500 per month with premiums paid by the employer
- the waiting period for eligibility for LTD is six (6) months

Boot Allowance:

- Effective November 1, 2020 - \$270

Employees must utilize the boot allowance by March 31st of the following year. No carry over is permitted beyond this time.

Pension Plan:

Defined contribution pension plan with a mandatory minimum employee contribution of 1% of gross salary and a maximum matching employer contribution of 4%.

ARTICLE 16**SAFETY CLOTHING**

16.1 El-Con will issue the following (effective upon ratification):

- a) All Technicians shall receive clothing as follows: 3 overalls or pants or a combination of the 3 in total.
- b) All Technicians shall receive 3 shirts.
- c) To supplement the existing clothing allotment, all Technicians who have completed probation are eligible to order additional articles of clothing from an El-Con approved vendor up to \$350 + HST for the life of the contract. Articles of clothing must be and remain appropriate for the work at hand and approved by El-Con.

El-Con will replace any of the above clothing, with the exception of winter parkas, upon receipt of the worn, ripped or unwearable duplicate items. All articles of clothing must be worn to meet El-Con safety standards.

ARTICLE 17**BEREAVEMENT LEAVE**

17.1

- a) Bereavement leave is applicable only to those days where an individual is scheduled to work. Absence from work of an employee due to the death in the immediate family (defined to mean husband, wife or child) shall entitle a regular or probationary employee to three (3) days' leave of absence with pay.
- b) In the case of death of mother, father, sister, brother, mother-in-law, father-in-law, step-parents or step-children of the employee concerned, shall entitle a regular or probationary employee to three (3) days' leave of absence with pay.
- c) In the case of death of a brother-in-law, sister-in-law, grandparent or grandchild, a regular or probationary employee shall be entitled to one (1) day's leave of absence with pay.
- d) In addition to the above bereavement leaves, a regular or probationary employee shall be entitled to two (2) floating bereavement days per calendar year with pay, if approved.

ARTICLE 18**VACATIONS WITH PAY**

18.1

- a) The Corporation may determine the time at which any employee takes the vacation (in increments of not less than one day) to which they are entitled in any year and employees must submit their vacation requests before March 1st, for any year and the vacation schedule for any year shall be posted by the Corporation and requested vacation periods confirmed in such times as to be completed by April 15th of that year. Senior employees shall be entitled to preference for single weekly increments of vacation (i.e. 1 week scheduled for all based on seniority and the same process for subsequent weeks) as to time of vacation provided their vacation requirements are received by March 1st of the

year. Only one employee will be off at one time and only one week of vacation per employee will occur during the period of June 1st to August 31st unless otherwise approved by the Corporation.

Notwithstanding the above, the employee may request, upon reasonable notice, to use a half (1/2) vacation day when they actually work the other half day.

- b) Annual vacation credits accrue, and should be taken during the calendar year, but no later than January 31st of the following year.
- 18.2 During the calendar year in which the employment commences, an employee may be entitled to one (1) day of vacation with pay for each month of service completed, to a maximum of five (5) days.
- 18.3 An employee shall be entitled to two (2) weeks vacation in the calendar year in which he completes one (1) year of service, with four percent (4%) of that calendar year's gross wages as shown on the employee's T4 Statement of Remuneration Paid, less any days paid under Article 18.2.
- 18.4 An employee shall be entitled to three (3) weeks vacation with six percent (6%) vacation pay in the calendar year in which he completes three (3) years of service.
- 18.5 An employee shall be entitled to four (4) weeks vacation with eight percent (8%) vacation pay in the calendar year in which he completes nine (9) years of service.
- 18.6 Employees may waive in writing taking time off for any third or fourth week of entitlement and receive the applicable earned vacation pay.
- 18.7 An employee who, in any calendar year, terminates his service with the Corporation or is absent from work on an extended leave of absence shall be paid for the annual vacation indicated above based on their earnings in that year, and any amounts owing to or by the employee shall be reconciled by a payment to the employee or payment to the employer through payroll deduction.

ARTICLE 19

PAID HOLIDAYS

- 19.1 All employees shall be granted the following holidays with pay, calculated in accordance with the criteria under the Employment Standards Act:
- New Year's Day
 - Family Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day

- one-half (1/2) day Christmas Eve
- Christmas Day
- Boxing Day
- one-half (1/2) day New Year's Eve

provided the employee meets the qualifying criteria under the Employment Standards Act. If the paid holiday is observed by the Corporation as a holiday on an alternate day, the alternate day shall be treated as a paid holiday for the purposes of this Agreement in lieu of the day on which the holiday actually falls.

19.2 If a paid holiday falls within an employee's vacation, he shall be entitled to an extra day's vacation, or if, because of work requirements, he is required to be at work and does not receive the extra day's vacation, he shall be entitled to an extra day's pay in lieu thereof.

19.3

- a) If an employee is required to work on a paid holiday, he shall be paid the normal holiday pay as well as time and one-half (1 ½) for all hours worked.
- b) Should the employee request, and his immediate supervisor agrees, he may be given an alternate day off with pay in lieu of the holiday pay referred to above.

ARTICLE 20

MISCELLANEOUS PROVISIONS

20.1 **Jury Duty and Crown Witness**

An employee who is summoned and reports for jury duty or is subpoenaed by the Crown to appear as a witness shall be granted leave of absence with pay for any time lost from his normal work week provided:

- he has notified his supervisor immediately upon receiving such jury duty summons or subpoena; and
- he shall have deposited with the Employer, the full amount of compensation received for such jury duty less any allowed travelling and meal expense

Whenever an employee who has been granted leave of absence pursuant to this Article, is released from jury duty in the forenoon of any day he shall, as a condition of receiving full pay for that day, return to work at the commencement of his afternoon scheduled hours of work.

20.2 **Tuition Assistance**

An employee who successfully completes a work-related course on their own time will be reimbursed the tuition fee at one hundred percent (100%). Reimbursement requires written approval from their supervisor, prior to registering for courses up to and including undergraduate level.

20.3 **DZ/AZ License**

The Employer agrees to reimburse a seniority employee (with receipt) for the renewal fee for a DZ or AZ license (excluding, for clarity, test, course and medical charges).

ARTICLE 21

DURATION OF AGREEMENT

21.1 This Agreement shall be in full force and effect from November 1, 2020 until October 31, 2022 and shall continue in force from year to year thereafter unless in any year thereafter, not more than ninety (90) days and not less than sixty (60) days before the date of its termination, either party shall furnish the other with' written notice of termination of or proposed revision of this Agreement, in which latter case the party submitting notice of proposed revision of this Agreement shall set out the revisions which it proposes.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hand of their proper officers.

FOR THE CORPORATION



M. Caputi
Chief of Staff and Chief Operating Officer, EIS



Zorine Fernandes
Senior Vice President, People Excellence



Ian Ross
General Manager, El-Con Construction



A. Yellan
Director, People Excellence and Growth

FOR THE UNION



D. Murdaca
Business Manager/Financial Secretary



E. Lucci,
Business Representative



B. Potter
Negotiating Committee



N. Pereira
Negotiating Committee



A. Hanson
Negotiating Committee

Dated this 15 day of April, 2021.

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

July 26, 2021

Lonnie R. Stephenson, Int'l President
This approval does not make the
International party to this agreement

APPENDIX A

Job Classification	November 1, 2020 2.00%	November 1, 2021 2.00%
A	\$25.68	\$26.19
B2	\$28.92	\$29.50
C1	\$32.27	\$32.92
C2	\$33.21	\$33.87
D1	\$29.19	\$29.77
D2	\$32.88	\$33.54
E1	\$32.57	\$33.22
H1	\$28.91	\$29.49
H2	\$31.62	\$32.25

Probationary rate shall be \$1.50 less than the classified rate.

Premiums

Working Team Leader

As circumstances require, the Corporation may appoint an employee(s) from time to time to act as at Working Team Leader or Equipment Leader. Premiums as follows:

Effective November 1, 2017 -\$1.75/hr.

Working Foreperson

As circumstances require, the Corporation may appoint an employee(s) from time to time to act as at Working Foreperson. Premiums as follows:

Effective November 1, 2017 -\$2.50/hr.

Employees who are being trained or who are being given hands on experience/training on functions in a higher Classification remain at their current Classification Rate until they have completed the necessary training/experience and are qualified to perform the skills required for the higher classification.

LETTER OF UNDERSTANDING

BETWEEN

EL-CON CONSTRUCTION INC.

and

LOCAL UNION 636 of the
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

BOOT SUPPLIER

The Employer agrees to introduce a voucher system for obtaining approved safety boots at one retail supplier in the area designated by the Employer. It is anticipated that this supplier will be Mark's Work Warehouse. There is no additional cost to the Employer above the negotiated annual boot allowance amount.

Dated this 15th day of December 2020.

FOR THE CORPORATION



M. Caputi
Chief of Staff and Chief Operating Officer, EIS



I. Ross
General Manager, El-Con Construction



A. Yellan
Director, People Excellence and Growth



Z. Fernandes
Senior Vice President, People Excellence

FOR THE UNION



E. Lucci,
Business Representative



B. Potter
Negotiating Committee



N. Pereira
Negotiating Committee



A. Hanson
Negotiating Committee

LETTER OF UNDERSTANDING

BETWEEN

EL-CON CONSTRUCTION INC.

and

LOCAL UNION 636 of the
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

BANKING TIME FOR DECEMBER SHUTDOWN

Employees will have the option to irrevocably elect to have one hour of gross straight time base pay (excluding any premiums) per week withheld from the employee for each calendar year. This cumulative amount will be paid out in or about early January.

If an employee elects this withholding, then for that year, the employee can only accumulate a maximum of 15 days under article 12.7.

New employees hired during 2018 shall be given the one-time, irrevocable option for this deferral for the balance of 2018.

Dated this 15th day of December 2020.

FOR THE CORPORATION



M. Caputi
Chief of Staff and Chief Operating Officer, EIS



I. Ross
General Manager, El-Con Construction



A. Yellan
Director, People Excellence and Growth



Z. Fernandes
Senior Vice President, People Excellence

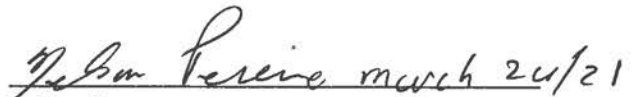
FOR THE UNION



E. Lucci,
Business Representative



B. Potter
Negotiating Committee



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LETTER OF UNDERSTANDING

BETWEEN

EL-CON CONSTRUCTION INC.

and

LOCAL UNION 636 of the
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

NEW CLASSIFICATION

In the event that the corporation hires Journey person Electrician(s) or Apprentices and prior to any advertisement for the positions noted above, the corporation will meet the Union's Chief Steward and Business Representative thereto to discuss in good faith, appropriate wage rates and premiums to the new classification.

Dated this 15th day of December 2020.

FOR THE CORPORATION



M. Caputi
Chief of Staff and Chief Operating Officer, EIS



I. Ross
General Manager, El-Con Construction



A. Yellan
Director, People Excellence and Growth



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CITY OF TORONTO PREMIUM

In the event that the Employer is able to obtain work within the City of Toronto which will be done in whole or in part by El-Con Employees, the Employer shall, after advance consultation with the Union, introduce a City of Toronto hourly premium. If such work within the City of Toronto is obtained, the Employer will post a noticed describing the position. Interested qualified employees may apply. Where there are multiple applicants and the skills, experience and qualification are determined to be relatively equal, the senior applicant will be awarded the position. There will be up to a six (6) month period in which the Employer will assess the person's suitability and similarly, the Employee will determine if the position is suitable to them. An employee may be returned to their prime location and position within that time frame subject to their seniority. The Employer will not force a current employee to transfer, on a permanent basis, to a City of Toronto El-Con location.

Dated this 15th day of December 2020.

FOR THE CORPORATION



M. Caputi
Chief of Staff and Chief Operating Officer, EIS



I. Ross
General Manager, El-Con Construction



A. Yellan
Director, People Excellence and Growth

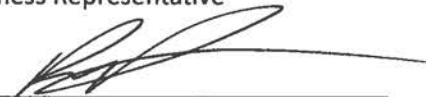


Z. Fernandes
Senior Vice President, People Excellence

FOR THE UNION



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Business Representative



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