

COLLECTIVE AGREEMENT

Between
BCR ELECTRIC LIMITED

and
CLAC LOCAL 6

DURATION: March 1, 2021 – February 29, 2024

COLLECTIVE AGREEMENT

Between

BCR ELECTRIC LIMITED

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

(hereinafter referred to as "the Union")

DURATION: March 1, 2021 – February 29, 2024

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement which has been negotiated and entered into in good faith:
- a. to 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 equitable system for the promotion, transfer, layoff and recall of employees;
 - d. to establish a just and prompt 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 among the Union, the Employer, and the employees which will be conducive to their mutual well-being.
- 1.02 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act* and the *Occupational Health and Safety Act*.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all its employees working in the Province of Ontario save and except non-working foremen, persons above the rank of non-working foreman, office and sales staff.
- 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 of 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 Christian Labour Association of Canada and of the Construction Workers Union, CLAC Local 6 are authorized to act on behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this agreement and all matters related thereto.
- 2.04 The Union acknowledges that it is the exclusive function of the Employer:
- a. to manage the enterprise, including the scheduling of work and the control of materials, provided this is done in a manner which is consistent with the purpose and terms of this Agreement;
 - b. to maintain order, discipline and efficiency, and to enforce rules of conduct and procedure for employees. Such rules shall be consistent with the purpose and terms of this

Agreement and shall be administered in a fair and reasonable manner; and

- c. to hire, direct, transfer, promote, 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 an employee who has completed his probationary period, who is being disciplined or discharged without just cause will be subject to the grievance procedure.

ARTICLE 3 - UNION REPRESENTATION

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a. The Union may appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b. CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law.

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

3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from 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.

- 3.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A CLAC Representative may attend such meetings.
- 3.05 There shall be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.06 CLAC Representatives shall have the right to periodically visit job sites, without disrupting productivity.
- 3.07 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the Unit and realizes that, in order to provide maximum opportunities for continuing employment, good working conditions and better than average wages, the Employer must be in a strong market position, which means that it must produce at the lowest possible costs consistent with fair labour standards. The Union, through its bargaining position, assumes a joint responsibility in the attainment of these goals. The Union, therefore, agrees that it will cooperate with Employer and support its efforts to assure a full day's work on the part of its members. It further agrees that it will support the Employer in its efforts to eliminate waste production, conserve materials and supplies; improve the quality of workmanship; prevent accidents and strengthen goodwill between the Employer, the employees, the customer and the public.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 It is understood and agreed by the Union that there shall be no strikes during the life of this Agreement.
- 4.02 It is understood and agreed by the Employer that there shall be no lockouts during the life of this Agreement.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of manpower requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Employer at its discretion may hire employees so listed or from other sources.
- 5.02 New employees will be hired on a three (3) month probationary period, and thereafter shall attain regular employment status.
- 5.03 Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.
- 5.04 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 employee.

- 5.05 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 6 - CHECKOFF AND UNION MEMBERSHIP

- 6.01 The Employer shall deduct from the pay of all employees covered by this Agreement, on the pay day of each week an amount of money equal to Union dues and shall remit the same monthly, not later than the fifteenth of the following month to the Union office, using a separate cheque marked "Union Dues".
- 6.02 Employees who cannot support the Union because of a conscientious objection as determined by the Union's internal guidelines may apply to the Union in writing.
- 6.03 Any employee covered by this Agreement may become a member of the Union if he wishes to do so and may refrain from becoming a member if he so desires.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof.
- 7.02 When the weather does not permit to start at the regular starting time and the Superintendent decides to send the men home, any employee who has reported for work will be

compensated with one (1) hour of his regular pay, unless he was notified beforehand by the Employer not to report to work.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 The normal work week shall consist of eight (8) hours per day and forty (40) hours per week, Monday to Friday inclusive.

8.02

- a. During the normal five (5) day workweek, work performed in excess of eight and a half (8 ½) hours shall be paid at the rate of time and one half (1 ½) the regular rate. Overtime hours in excess of eight and a half (8 ½) hours per day must have explicit approval of the Employer.
- b. During an alternate workweek of four (4) ten (10) hour shifts, work performed in excess of ten and a half (10 ½) hours shall be paid at the rate of time and one half (1 ½) the regular rate. Overtime hours in excess of ten and a half (10 ½) hours per day must have explicit approval of the Employer.
- c. Any additional alternate scheduling of shifts may be permitted per job-site but must; contain a daily overtime component; must be approved by the Employer; and will be subject to the weekly overtime requirements in Article 8.03. If the employees request an alternate schedule it must be agreed to by a majority of those on that job-site and the requirements in this article (c.) above. It is understood that working any overtime hours in an alternate schedule must have explicit approval of the Employer.

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- 8.03 Work in excess of forty-two and a half (42 ½) hours per week (excluding statutory holidays) shall be paid at the rate of time and one half (1 ½) the regular rate and must have explicit approval of the Employer.
- 8.04 Work in excess of the forty-four (44) hour limit in *Employment Standards Act* (ESA) must have explicit approval of the Employer.
- 8.05 Saturday work is voluntary and overtime will be paid per the provisions in Articles 8.02 and 8.03 above. However, in the event that Saturday work is required and approved by the Employer, such work will be paid at overtime rates irrespective of daily and weekly hours.
- 8.06 Any employee off work for illness or injury will not have such hours count against them for the calculation of weekly hours.
- 8.07 It is understood no employee will work more than twelve (12) hours a day or sixty (60) hours in a work week.
- 8.08 Work shall not be performed on Sunday. However, if extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of two (2) times the regular rate of pay.
- 8.09 No employee shall be compelled to work on a Sunday or any other day of the week if such work conflicts with the established religious convictions of the employee.

ARTICLE 9 - VACATION AND VACATION PAY

9.01

- a. Employees shall receive vacation pay in accordance with the provisions outlined below:

LENGTH OF SERVICE BASED ON DATE OF HIRE	VACATION PAY
<i>(as of July 1st of the current year)</i>	

- | | |
|-------------------------------------|-----------------------------|
| i. Less than 1 year | 4% of annual gross earnings |
| ii. 1-9 years | 6% of annual gross earnings |
| iii. Upon completion
of 10 years | 7% of annual gross earnings |

- b. Employees will receive four percent (4%) Holiday Pay together with Vacation Pay, in accordance with Article 9.01 and 9.02.
- c. Employees who are absent for extended amount of time due to an approved leave; extended vacation; or temporary/seasonal layoff will have their original date of hire used for the calculation of their length of service.

9.02 The vacation pay for all employees will be remitted monthly by the Employer to the Vacation Pay Trust Fund of the Employees' Trust Fund, together with an itemized list of the employees for whom remittances are made and the amount of vacation pay remitted for each.

Remittances to the Vacation Pay Trust Fund shall be made promptly by the fifteenth of each month for the credited

amounts in the previous month, in order to satisfy the legal requirements pertaining to the disbursement of vacation pay.

- 9.03 The Employer will endeavour to grant vacations at the time requested, in the vacation season or periods, considering business requirements. However, employees shall be entitled to have a minimum of at least two (2) weeks of vacation during the summer vacation season. A vacation schedule will be posted by the Employer and the employees shall indicate their vacation preference prior to April 1 of each year. Once the final schedule is posted it shall not be subject to change unless mutually agreed.

ARTICLE 10 - HOLIDAYS

- 10.01 Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day and Thanksgiving Day shall not be regular working days. All work performed on such days shall be overtime and paid for at the rate of time and one half (1½) the regular hourly rate.

ARTICLE 11 - LAYOFFS

- 11.01 When the Employer deems it necessary to reduce the working force, he shall consult with the Union on the need for layoffs. When in the opinion of the Employer and the Union a reduction of the work force is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer and the Union shall jointly determine the order of layoff and in doing so, they shall be guided by the following considerations:

- a. date of hire of the employees;

- b. family circumstances of the employees; and
- c. ability of the employees to perform the work.

- 11.02 The Employer shall give one (1) week's notice of the need for a layoff to the Union and will meet with a Steward or a CLAC Representative immediately after the giving of such notice to review the situation.
- 11.03 The Employer shall not be required to give one (1) week's notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer causes a stoppage of operation.
- 11.04 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) work days after the layoff took place.

ARTICLE 12 - INSURANCE

- 12.01 In order to protect the employees and their families from the financial hazards of illness or accident, and to provide the employees with certain benefits, the Employer agrees to accept the conditions governing the Benefit Plan of the Union.

The Benefit Plan, maintained and administered by the Union, and supervised by a Board of Trustees provides for a life and dismemberment insurance, a major medical health insurance, a dental plan, vision coverage (increased to \$300.00 every 24 months) and additional benefits to be determined by the Union.

- 12.02 The Employer agrees to pay beginning with the first day of employment the amount listed in Schedule A to the Union Benefit Plan for each hour worked by each employee covered

under this Agreement as an irrevocable contribution to the Union's Benefit Plan.

- 12.03 The Union commits itself to keep each employee for whom the Employer has remitted covered for this benefit as long as there is enough money on the individual's account.

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

- 12.04 Employer's contribution to the Benefit Plan coverage shall be recorded on a remittance sheet supplied by the Union. On these sheets the Company will enter:

- a. the name of the employee;
- b. total hours worked during the month for which remittance is made;
- c. date of hire for new employees only;
- d. date of termination;
- e. hourly rate of pay;
- f. total sum of Employer's contribution.

The Employer will forward two copies of the remittance sheet plus one separate cheque for the combined amount of the Employer's contribution to the Union monthly, not later than the fifteenth of the following month.

- 12.05 When the Employer hires new employees who are not members of the Union, the Employer shall inform the Union of the hiring of such employees within two weeks of the date of hiring and furnish the Union with the following information of the Employee involved:

- a. name;
- b. address;
- c. date of birth;
- d. telephone number;
- e. family status;
- f. date of hire;
- g. occupation.

12.06 All money being earned by the employee, such as the employer contribution to the Benefit Plan, as well as deductions made off the employees' wages, such as union dues, is a Trust Fund in the hands of the Employer until the money is paid to the Union.

ARTICLE 13 - PENSION PLAN

13.01 The Employer and the Union agree to give full cooperation to the Union Pension Plan registered with the Financial Securities Commission of Ontario as Pension Plan 0398594 for the benefit of all employees covered under this Agreement. The Pension Plan, maintained and administered by the Union and supervised by a Board of Trustees, provides for a certain amount of pension income.

13.02 The Employer agrees to pay the amount listed in Schedule A to the Union Pension Plan for each hour worked (upon completion of the three (3) month probation period) by each employee covered under this Agreement as an irrevocable contribution to the Union's Pension Plan.

13.03 The Employer's contribution to the Union's Pension Plan shall be recorded on a remittance sheet supplied by the Union. On these sheets, the Company will enter:

- a. name of employee;
- b. total hours worked during the month for which the remittance is made;
- c. date of hire for new employees only;
- d. date of termination (where applicable);
- e. address for new employees only;
- f. date of birth for new employee only;
- g. telephone number for new employees only.

The Employer will forward two (2) copies of the remittance sheet plus accompanying cheque to the Union not later than the fifteenth of the following month.

13.04 The Employer agrees to deduct an additional amount by way of payroll deduction and remit to the Union's Benefit Administration Office as voluntary employee pension contributions over and above the contributions noted in Schedule A. Such amounts shall not exceed the limits established by Canada Customs and Revenue Agency. These monies will be recorded separately on the Employer's monthly remittance to the Benefit Administration Office. A request for such deductions shall be submitted to the Employer in a format provided by the Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office with the first remittance of such additional voluntary contributions. Employees may change, commence or terminate their voluntary additional contributions effective January 1 and July 1 of every year.

13.05 Two amounts above the mandatory amounts contained in this Collective Agreement may be determined by the Union and chosen by any employee.

ARTICLE 14 - TRANSPORTATION, TRAVEL TIME, ROOM AND BOARD

14.01 When the employees who are covered by this Agreement are required to travel to jobs in which the Employer is involved and which lie beyond the limits of the Regional Municipality of Niagara, the following conditions shall apply:

- a. the transportation of the employees shall be provided by the Employer and in the Employer's vehicles;
- b. where this rule is impractical for the Employer and the employee is required to use his own car, the employee shall be reimbursed fifty cents (50¢) per kilometre beyond the limits;
- c. employees shall be paid both ways at one-half ($\frac{1}{2}$ their regular hourly rate) for the time it takes from Regional Municipality of Niagara boundary to the job, in addition to any reimbursements set out in Article 14.01 b., d., or e. Such time is excluded from the daily and weekly overtime calculations;
- d. where an employee is required to use a public means of transportation, the Employer shall bear the full cost of such means of public transportation;
- e. where an employee lives outside the Regional Municipality of Niagara and is assigned a job outside the Regional Municipality of Niagara, mileage will be paid as per Article 14.01(b) for the distance over forty (40) kilometres to the jobsite and from the jobsite each day. Employees shall be paid both ways at one-half ($\frac{1}{2}$ their regular hourly rate) for any distance from the forty (40) kilometre boundary to the job site. Such time is excluded from the daily and weekly

overtime calculations. Applicable distance will be calculated based on the shortest reasonable distance travelled by road using Google Maps or an agreed upon alternative.

14.02 Where the jobs are undertaken by the Employer in areas which are at any distance from the Employer's headquarters or home base and where employees are required to find board and lodgings, the Employer shall make the necessary arrangements and bear the costs of such board and lodgings.

14.03 It may be necessary in some cases that a special arrangement will have to be negotiated concerning travelling. Such arrangements can be implemented only after agreement has been reached between the Employer, the employee(s) involved and the Union.

14.04 Where an employee is required to travel from job to job using his own vehicle, he shall receive travel time as well as be reimbursed for all distance travelled at the rate set out in Article 14.01b.

ARTICLE 15 - TOOLS

15.01 The employees shall supply their own tools, except power tools.

15.02 The employees shall be held responsible for all tools issued to them by the Employer.

ARTICLE 16 - PROTECTIVE EQUIPMENT

16.01 All employees shall wear safety hats to be furnished free of charge by the Employer. All employees shall wear safety shoes

and safety glasses (when required) purchased at their own expense.

ARTICLE 17 - REST PERIODS

17.01 Employees will be given a lunch period of one half (½) hour but such lunches shall not be considered as time worked.

17.02 There shall be two (2) rest periods (or coffee breaks) with pay of fifteen (15) minutes duration each, daily, one in the forenoon and one in the afternoon.

ARTICLE 18 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

18.01 The Employer shall grant leaves of absence without pay for the following reasons for a maximum period of one (1) month:

- a. marriage;
- b. sickness;
- c. death in the immediate family.

18.02 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 request for extension is justified.

18.03 The immediate family in this Article shall mean - mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse (common-law), children, legal dependent(s), grandparents (in-law) and grandchildren of the employee.

18.04 An employee will be granted a three (3) day leave of absence with pay, at his regular straight time hourly rate, to make

arrangements for and to attend the funeral, or to mourn the death, of any one of the employee's immediate family.

- 18.05 An employee will be granted a one (1) day leave of absence with pay, at his regular straight time hourly rate, to make arrangements for and to attend the funeral, or to mourn the death, of any one of the employee's extended family. Extended family shall mean – blood related uncle, aunt, and first cousins of the employee.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.

19.02

- a. 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) work 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. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- b. By mutual agreement in writing, the parties may agree to extend or waive any time limits set out in Article 19 and/or Article 20.

19.03 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.

19.04 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 under Article 20, by-passing 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.

19.05 **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) work days of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third work day 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) work days of the decision under Step 1, or within five (5) work days 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 three (3) work days following the said meeting.

ARTICLE 20 - ARBITRATION

20.01

- a. If a grievance is not settled at Step 2 of the Grievance Procedure, the parties agree to refer it to a grievance mediator mutually agreed to. They will use their best efforts to settle the matter with the mediator's assistance.
- b. If the grievance is not settled in mediation, it will be referred to a sole arbitrator mutually agreed to.
- c. If the parties cannot agree on a mediator or arbitrator, as the case may be, the Ministry of Labour, upon request by either party, will make the appointment.

20.02 The party requesting mediation or arbitration must give written notice within fourteen (14) days after receiving the decision at Step 2 of the Grievance Procedure.

20.03 The arbitrator will hear and determine the grievance and his decision will be final and binding on the parties hereto, and the employees affected. The arbitrator shall not have the power to alter, amend, modify, delete, or add to any provisions nor give any decision inconsistent with the terms and provisions of this Agreement.

20.04 The cost of the mediator or arbitrator, as the case may be, will be shared by the parties on a 50/50 cost basis.

ARTICLE 21 - DISCIPLINE, SUSPENSION & DISCHARGE

- 21.01 The Employer agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct does not meet acceptable standards of competence, training, skill-levels, cooperation, cleanliness or other relevant criteria. The purpose of progressive discipline is to provide reasonable opportunity to the employee to learn, adapt and adjust to the practices and procedures of the Employer and to improve his or her performance of the duties assigned.
- 21.02 In cases of gross misconduct, the Employer will refer to their options as outlined in their Employer policies. Such policies will be explained and understood upon hire and readily available thereafter. Decisions from policies are subject to the procedures in Article 21.03 & 21.04.
- 21.03 When the attitude or performance of an employee calls for a warning or other discipline by the Employer, it shall be in writing and given to the employee. For verbal or written discipline a Steward may attend as witness if requested. For suspensions or discharge a Steward will attend as a witness. A copy shall be sent to the Union office. After eighteen (18) months any notations shall not be considered for disciplinary purposes.
- 21.04 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays (Saturdays, Sundays and holidays excluded) 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 (Saturdays, Sundays and holidays excluded)

following the interview, the Union may file a grievance at Step 2 or submit the complaint to arbitration.

21.05 A probationary employee shall not be eligible to file a grievance in response to disciplinary action.

ARTICLE 22 - DURATION

22.01

- a. This Agreement shall be effective on the first (1st) day of March, two thousand and twenty-one (2021) and shall remain in effect until the twenty-ninth (29th) day of February, two thousand and twenty four (2024) and for further periods of one (1) year, unless notice shall be given, by either party contained herein, within the period from ninety (90) days prior to the renewal date. Should neither of the parties give such notice this Agreement shall renew for a period of one (1) year.

- b. Where no renewal Agreement is put into place and this Collective Agreement automatically renews, the hourly pay rates, all plan contributions and all premiums will be adjusted according to **the provincial Consumer Price Index (CPI)** change. This will be calculated annually, using the CPI figure for the month that the Collective Agreement expires.

DATED at Welland, ON, this ____ day of April, 2021.

Signed on behalf of
BCR ELECTRIC LIMITED

Per _____

Per _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

Per _____

Per _____

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

	Previous	Mar 1/21	Sep 1/21	Mar 1/22	Sep 1/22	Mar 1/23	Sep 1/23
Journey person Rate	35.40	35.75	36.75	37.10	37.75	38.00	38.75
Health Fund	1.91	1.91	1.96	2.01	2.01	2.06	2.06
Pension*	2.94	2.94	3.22	3.43	3.49	3.80	3.88
Vacation Pay**	3.54	3.58	3.68	3.71	3.78	3.80	3.88
Total	43.79	44.18	45.60	46.25	47.03	47.66	48.56

* Apprentices: Pension remitted for apprentices hired *after* Union ratification are in accordance with the above percentage of their apprentice pay rate. Apprentices in the employ of the Employer as at ratification are red-circled at a pension contribution of \$2.94 until such time as the pension percentage of their hourly rate exceeds \$2.94.

Sep 2021 \$2.94 exceeds 8.75% of the 5th year apprentice rate
Mar 2022 \$2.94 exceeds 9.25% of the 5th year apprentice rate
Sep 2022 \$2.94 exceeds 9.25% of the 5th year apprentice rate
Mar 2023 \$2.94 exceeds 10% of the 4th year apprentice rate
\$3.04 is the pension amount for 5th year apprentices
Sep 2023 \$2.94 exceeds 10% of the 4th year apprentice rate
\$3.10 is the pension amount for 5th year apprentices

** Vacation Pay is calculated at 10% and includes Holiday Pay. Employees may receive a different rate per Article 9.01.

** Employees with less than one year service receive 8% vacation pay per Article 9.01.

Apprentice pay per the legislation (40%, 50%, 60%, 70%, 80%) for apprentices hired after ratification. Current apprentices progress per the prior agreement (50%, 60%, 70%, 80%, 90%).

Should any government legislation or regulation increase the above rates, these rates shall automatically conform.

1. Afternoon/Evening shift premium: \$2.00

The Afternoon/Evening shift premium is discretionary and shall be applied to a job by the Employer.

2. Skill & Abilities Premium – Paid no less than \$1.00/hr.

The Skill & Abilities Premium is given to an employee who has been designated as such by the Employer, due to the employee's exceptional skills, abilities and/or leadership abilities. For example (but not limited to): The employee can have responsibility for a group of employees, and/or is responsible for a job. It is understood that the premium can be applied both in a temporary manner (per job or duty) and/or a permanent manner to an employee.

GRIMSBY MEMBER CENTRE

89 South Service Rd

PO Box 219

Grimsby, ON L3M 4G3

T: 905-945-1500

TF: 800-463-2522

F: 905-945-7200

grimsby@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC TRAINING

1-877-701-2522

CLAC BENEFITS

1-800-463-2522

CLAC JOBS

1-877-701-2522

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