

COLLECTIVE AGREEMENT

Between

BECKETT ELECTRICAL INC.

And

**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 52**

DURATION: April 1, 2016 – March 31, 2019

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Between

**BECKETT ELECTRICAL INC.
(hereinafter referred to as "the Employer")**

and

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

APRIL 1, 2016 – MARCH 31, 2019

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer, the Union and the employees and to provide the machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 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 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.

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, work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 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, policies and practices, to be adhered to by its employees; to discipline and discharge employees for just cause, provided however that probationary employees may be terminated without regard to cause within the probationary period and such probationary employees will not be entitled to have the benefit of the grievance procedure set out herein.
- b. The right to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit; provided such actions are consistent with the further terms of this agreement.
- 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, without interference.

3.02 The sole and exclusive jurisdiction over operations, building, machinery, and equipment shall be vested in the Employer.

3.03 The Employer may subcontract out work where:

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

Work normally performed by members of the bargaining unit will not be subcontracted out if employees qualified to do the work are on layoff, or if employees qualified to do the work must be laid off, transferred, demoted or discharged as the result of the subcontracting out of work.

ARTICLE 4 - UNION REPRESENTATION

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

- a. The Union may appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. A steward will be paid an hourly premium as per Schedule "A" Notes.
- b. Bargaining committee members shall be recognized as having authority to participate in the negotiations for a Collective Agreement and any renewals thereof.

Bargaining committee members shall be paid their regular hourly rate for all hours spent negotiating the collective agreement.

- c. 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 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 will not absent themselves from their work to deal with grievances without first obtaining permission from his Employer. Permission will not be withheld unreasonably and that Employer will pay such Stewards at their regular hourly rates while attending to such matters.

4.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to that Employer, the Union and the employees. A CLAC Representative may attend such meetings.

4.05 There shall be no Union activity during working hours, on the Employer's premise, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

4.06 CLAC Representatives shall have the right to periodically visit job sites without disrupting productivity.

ARTICLE 5 - STRIKES OR LOCKOUTS

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

ARTICLE 6 - EMPLOYMENT POLICY

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of manpower requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Employer at its discretion may hire employees so listed or from other sources.
- 6.02 The Employer has the right to hire new employees as needed, provided that no employee is laid off as a result of the hiring, and provided that there are no employee(s) who have been laid off that are eligible for recall in accordance with Article 12.
- 6.03 To assist in the efficient placement of appropriately skilled members with the Employer, it is agreed that the Employer will inform the Union Office of members who are laid off and when new employees are hired where no Union members are

available. Laid off members are also required to notify the Union of their status.

- 6.04 New employees shall serve a probationary period of sixty (60) working days. During the probationary period, the Employer may terminate a probationary employee at its sole discretion provided it is not motivated by bad faith. Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 6.05 Where a new classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employee(s) involved. Failure to reach agreement shall be subjected to the Grievance Procedure.
- 6.06 The Employer may subcontract, sublet, utilize outside agency staff, or otherwise assign any number of persons to perform work normally performed by employees covered by this Agreement provided that no qualified employee is laid off as a result, or no qualified employee is available for recall or available during the recall period in accordance with Article 12. Any such subcontracting, subletting, utilization of outside agency staff or other assignment of such work shall be considered by the Employer and Union to be specifically excluded from and not within the scope of the bargaining unit description set out in Article 2.01 above, such that the terms and conditions of this Agreement shall have no application whatsoever to the subcontracting, subletting, utilization of outside agency or other assignment of such work.

ARTICLE 7 - CHECK OFF AND UNION MEMBERSHIP

- 7.01 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."
- 7.02 Employees who cannot support the Union because of a conscientious objection as determined by the Union internal guidelines, may apply to the Union in writing.
- 7.03 The Employer shall remit dues on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. Name;
 - b. Rate of pay;
 - c. Gross earnings;
 - d. Total regular and overtime hours worked in the month for which such deductions are made;
 - e. Dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union; and
 - f. Contributions on behalf of the employee and any deductions from and remitted for an employee as may be prescribed by this Agreement.

When the Employer hires new employees who are not members of the Union, the Employer shall also include on the next remittance, the following information of the employee involved:

- a. Address;
- b. Telephone;
- c. Date of hire;
- d. Classification

7.04 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 Union Representative in order to give such Steward or Union Representative an opportunity to describe the Union's purposes and representation policies to such new employees.

7.05 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 8 - WAGES AND RAES OF PAY

8.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A" attached hereto and made part hereof. The wages shall apply to all work performed in the construction, erection, repair, remodelling or alteration of a building or structure, in whole or in part, which shall be or is being used for commercial, industrial or institutional purposes.

8.02 Wages shall be paid weekly by direct deposit and shall be accompanied by a separate statement identifying both the

Employer and employee deductions, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings pay period and the amount of each deduction and net earnings.

- 8.03 In the event an employee reports for work in the usual manner and is prevented from working due to any cause not within his control, the employee shall be compensated with a minimum of two (2) hours of his regular pay, unless he was notified in a reasonable time period beforehand by his Employer not to report for work.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 The following sections and paragraphs are intended to define the normal hours of work, for the purpose of calculating overtime only and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 9.02 A regular workday shall consist of eight (8) hours between 7:00 a.m. and 6:00 p.m. on site. All hours worked beyond 6:00 p.m. on a regular workday shift shall be paid a premium of two dollars (\$2.00) per hour. A regular work week shall consist of forty-four (44) hours, comprised of five (5) regular work days, Monday to Friday inclusive. Where agreeable between the Employer, the working foreman and, where applicable the site superintendent, reasonable alterations to the regular workday shall be permitted.
- 9.03 Overtime will be paid at the rate of one and one-half (1½) times the regular rate of pay for all hours worked in excess of forty-four (44) hours per week. In calculating the total regular

number of hours worked per week, the Employer shall include eight (8) hours for each statutory holiday (as outlined in Article 11.01), or any other absence as outlined in Article 20, that falls within that work week.

- 9.04 If circumstances necessitate work on a Sunday, time worked shall be paid at the rate of pay of one and one-half (1 ½) times the regular rate of pay.

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.

Where a week of night shifts begins on Sunday evening and concludes on a shift beginning either Wednesday evening or Thursday evening (i.e. a 4 or 5 shift week), the hours worked on the Sunday shall not be subject to the above premium.

9.05 Shift Premium

All hours worked on an afternoon shift or a night shift (when the majority of hours worked are after 3:00 p.m.), shall be paid an hourly premium of two dollars (\$2.00) per hour.

ARTICLE 10 - VACATIONS

- 10.01 Vacation periods shall be arranged by mutual agreement between the Employer and each employee. Employees shall be granted their vacation periods as requested insofar as it is practicable and in accordance with seniority, unless the Employer decides to grant all vacations at one time, in which case the Employer shall give the employees at least six (6) weeks advance notice.

ARTICLE 11 - HOLIDAYS

11.01 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 one and one-half (1½) times the regular hourly rate.

ARTICLE 12 - VACATION PAY AND HOLIDAY PAY

12.01 All employees who are covered under this Agreement shall receive as vacation and holiday pay an amount equal to ten percent (10%) of the employee's total earnings exclusive of the Employer's contribution to the Union's Benefit and Pension Plan. Income tax shall be deducted weekly from the employee's earnings increased by the amount of vacation pay and holiday pay.

12.02 The Employer agrees to remit the vacation pay and holiday pay of each employee as agreed upon in 9.01 of this Agreement and in accordance with the regulation set by the Employment Standards Branch, Ministry of Labour, monthly before, but not later than the fifteenth of the following month to the Union using a separate cheque marked "Vacation Pay", accompanied by a list on which all deductions and contributions as mentioned in 7.01, 14.02, 14.03, 18.01, 19.01 and Schedule "A" are recorded.

12.03 In accordance with the agreement with the Employment Standards Branch, Ministry of Labour, the Board of Trustees of the Union's Vacation Pay Trust Fund, is obligated to take any steps which may be available to them either in law or in equity

or in bankruptcy as may be necessary or desirable to effect collection from delinquent Employers. All costs incurred in the collection of said payment will be charged to such defaulting Employer.

- 12.04 The Employer agrees to give the auditor of the Union's Trust Fund the privilege to examine the Employer's records concerning hours and monies forwarded to the Union, if and when the auditor so desires. Any date for such an examination will be pre-arranged in writing between the auditor, the Employer and the Union.

ARTICLE 13 - SENIORITY AND LAYOFFS/RECALL

- 13.01 Seniority is the ranking of employees in accordance with their length of employment within their respective job classifications. Seniority of current employees covered by this Agreement shall be calculated from the date of hire. New employees, after successfully completing their probationary period, shall be added to the appropriate classification seniority list with seniority attributed from the date of hire.
- 13.02 Seniority shall be applied within classification groups as identified Schedule "A" and shall not be valid within other classification groups. If an employee changes classifications, seniority shall be carried between classifications. Understanding: there shall be two separate classifications within the apprenticeship employees, and in general terms shall be considered Terms 1/2/3 and Terms 4/5 for the purposes of layoff and recall only.
- 13.03 Separate classification seniority lists shall be maintained for each job classification as identified by Schedule "A" and in

12.02, above, and these lists shall be maintained and kept current by the Employer and shall be made available to the Union upon request.

13.04 Seniority rights shall terminate and an employee shall cease to be employed by the Employer when he:

- a. Voluntarily quits his employment with the Employer;
- b. Is discharged, and is not reinstated through the grievance procedure or arbitration;
- c. Fails to report for work as scheduled for more than three (3) consecutive work days without having a justifiable reason for such failure to report;
- d. Is laid off for a period of more than nine (9) consecutive months;
- e. Fails to report on the first day following the expiration of a leave of absence without just cause;
- f. Fails to comply with an agreed upon arrangement of his recall without justifiable reason;
- g. Is absent for a period of more than twenty-four (24) months due to a bona fide injury, or illness

13.05 In the case of layoffs and recalls, the Employer shall rely on the seniority standing of the employees within their classification to determine the appropriate order of layoff and recall. In general, the employee having most seniority within his classification shall be laid off last and recalled first, provided the employee has the necessary skill, ability, and possesses the qualifications to perform the available work. Where skill, ability and qualifications are equal, as determined by the Employer within reason, seniority shall apply. In all cases of layoff, probationary employees and students shall be laid off first.

- 13.06 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employee's classification and latest available contact information.
- 13.07 Whenever the Employment Insurance (EI) Record of Employment is not given to the employees at the time of termination, it shall be sent by his Employer to the employee by registered mail to his last known address within five (5) working days from the time of termination.

ARTICLE 14 - HEALTH AND PENSION BENEFITS

- 14.01 In order to protect the employees and their families from the financial hazard of illness or accident, and the maintenance of health, the Employer agrees to give full cooperation to the CLAC Health Fund for all employees who have completed the probationary period.
- 14.02 The Employer agrees to contribute to the CLAC Health Fund a monthly premium toward the cost of employee health benefits. The Plan will cover items such as a life insurance, a major medical health insurance, a dental plan and additional benefits that are determined by the Union and the Employer. The Employer's obligation is the timely remittance of the monthly premium as per Article 7. The Employer agrees to contribute to the CLAC Health Fund a monthly premium toward the cost of health benefits for employees attending trade school. The Employer will not contribute in the event that the employee is required to repeat a level of trade school. Health benefits will continue for employees on lay off for two (2) months after the end of the month of the month of the lay off.

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- 14.03 The Employees who are qualified will be required to pay the premiums for the Long Term Disability coverage.
- 14.04 Coverage ceases at the point an employee should quit, be placed on lay off of more than three (3) months duration (unless the Employer and employee should agree in writing otherwise), or be terminated. Coverage will also cease at the point of an employee being absent from work for more than three (3) days unless the employee is entitled to receive short term disability benefits, in which case the coverage will continue for the duration of the short term disability entitlement. The right to maintenance of short term disability and long term disability coverage will be subject to the provisions of the contract of insurance.
- 14.05 The CLAC Pension Plan (“the Plan”), a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594, applies to all employees covered by this Collective Agreement.
- 14.06 New employees will join the Plan immediately upon completing the probationary period of employment.
- 14.07 The Employer agrees to contribute the pension amount set out in Schedule “A” to the Plan, governed by the CLAC Pension Plan Board of Trustees, for each employee, for all hours worked.
- 14.08 The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, additional voluntary employee pension contributions which are above and beyond those contributions outlined in Schedule “A”. A request for such deductions shall be submitted to the

Employer on a form provided by the Plan and a copy of the completed form shall be sent to the Union along with the first remittance of such voluntary contributions.

- 14.09 The Employer's contributions to the Plan will be non-refundable to the Employer once received by the applicable CLAC Remittance Team and will vest immediately in the employee on whose behalf the deposit was made.
- 14.10 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 the employee exceeds 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.
- 14.11 The Employer has an obligation to continue pension contributions during a period of injury insured under applicable provincial workplace safety insurance legislation, to the extent required by such legislation.
- 14.12 The Employer will remit pension contributions to the applicable CLAC Remittance Team as outlined in Article 7. Employer, employee and voluntary contributions will be recorded separately on the remittance.
- 14.13 In the event that a remittance has not been received by the Union by the date set out in Article 7, 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.

- 14.14 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the pension contributions in Schedule “A” will be paid to that employee on each paycheque. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if he/she were still contributing to the Plan.
- 14.15 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.
- 14.16 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees’ behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.
- 14.17 The Employer agrees to provide the Union with social insurance number and current address of all employees on whose behalf contributions are being remitted.

ARTICLE 15 - TRANSPORTATION, TRAVEL AND ROOM AND BOARD

- 15.01 There shall be a travel free zone of seventy-five (75) kilometres around the office and the employee’s place of

residence. No travel time or mileage compensation will be paid for travel to and from jobs located in this free zone.

15.02 Employees assigned to work on a jobsite outside the free travel zone listed in 15.01 and driving their own vehicle back and forth to the jobsite shall be paid forty cents (\$0.40) per kilometre driven outside the free travel zone.

15.03 It is understood the distance travelled is measured using Google Maps (or a similar program agreed between the parties) to measure the shortest distance travelled but will not include the use of the 407 ETR or any other similar toll road.

15.04 Living expenses for those employees that stay overnight while working on a jobsite one hundred and seventy-five kilometres (175 km) or greater from the shop will be paid forty-five dollars (\$45.00) per day and shall be provided hotel accommodation by the Employer.

Daily travel as per Article 15.02 shall not be paid to employees that are receiving living expenses as per this article.

15.05 Employees travelling in a company vehicle or another employee's vehicle outside the travel free zones will be paid for all time travelled from the shop to jobsite and back minus two (2) hours.

Employees travelling in their own vehicles shall receive the travel time as above and receive the paid kilometres as per Article 15.02.

ARTICLE 16 - HEALTH & SAFETY

- 16.01 The Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the workers.
- 16.02 The Employer agrees to establish a Health & Safety Committee for all employees of the company under the auspices of the *Occupational Health and Safety Act (OHSA)*. The Committee shall be made up of an equal number (not less than one each) of non-bargaining unit and bargaining unit persons who have completed their probationary period. The Union has the right to appoint the members representing the bargaining unit. The Committee shall keep minutes of its meetings and post them in the shop. One (1) copy will be forwarded to the Union Office.
- 16.03 The Employer shall furnish employees with all necessary personal protective equipment (including, but not limited to, hearing protection, fall arrest harnesses and associated gear, safety glasses, etc.) if and when required.
- 16.04 The Employer agrees to cooperate with the Union when safety and related courses are made available to the members employed with the Employer.

ARTICLE 17 - REST PERIODS

- 17.01 An unpaid break period of at least one-half (½) hour shall be provided for lunch.
- 17.02 Coffee breaks in mid-morning and mid-afternoon of fifteen (15) minutes shall be paid by the Employer.

ARTICLE 18 - EDUCATION & ASSISTANCE FUND

- 18.01 The Employer shall contribute to the Union's Education and Assistance Fund twenty cents (\$0.20) for each hour worked by each employee covered by this Agreement.
- 18.02 The Employer's contribution to the Education and Assistance Fund shall be submitted together with union dues and in the manner described in Article 7.03.

ARTICLE 19 - INDUSTRY FUND

- 19.01 The Employer shall contribute and remit fifteen cents (\$0.15) to the Union's Industry Fund for each hour worked by each employee covered by this Agreement.
- 19.02 The Industry Fund shall be used by the Union for the promotion of the industry, to promote unionized construction, and for other purposes as determined by the Union to strengthen the position of the Union, its signatory Employers, and its members, in the construction industry.
- 19.03 The Employer's contribution to the Industry Fund shall be submitted together with union dues and in the manner described in Article 7.03.

ARTICLE 20 - LEAVES OF ABSENCE, BEREAVEMENT LEAVE AND JURY DUTY

- 20.01 The Employer shall, subject to reasonable business requirements, grant leaves of absence without pay for a time mutually agreed upon between the Employer and the employee for the following reasons:

- a. marriage of the employee;
- b. sickness employee's immediate family;
- c. participation in union sponsored training or other educational events;
- d. birth or adoption of the employee's child.

20.02 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 spouse or common-law spouse, parent, parent-in-law, child, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild.

ARTICLE 21 - DISCIPLINE & DISCHARGE

21.01 The Employer may warn, suspend, demote or discharge an employee for just cause. If the conduct or performance of an employee warrants disciplinary action, such action shall be confirmed in writing. A copy of all such documentation shall be provided to the employee(s) involved, and forwarded to the office of the Union at the time they are issued.

21.02 The Employer will adhere to the principles of progressive discipline when the conduct or performance of an employee warrants disciplinary action according to Article 19.01. Progressive discipline shall consist of: verbal warning, written warning, suspension and termination of employment.

21.03 Any disciplinary notice shall be issued only after, or during the meeting with the employee being disciplined. An employee shall be advised of the nature of the meeting prior to attending. The employee shall be accompanied by a steward who shall be paid for such time in accordance with Article 4.03.

- 21.04 Disciplinary meetings shall normally take place during the affected employee's scheduled shift. If the employee is not at work and is not scheduled to work within three (3) days of the incident, or if the incident giving rise to the meeting is so serious that more immediate action is warranted, he may be called in at a time when he is not scheduled to work, but shall be paid for such time during the meeting.
- 21.05 Any letters of discipline older than twelve (12) months shall be removed from an employee's file, provided that there is no repeat offence of the incident giving cause to the discipline during such twelve (12) month period. Any record of suspension will be removed after twenty-four (24) months, provided there is no repeat offence of the incident giving cause to the suspension during such twenty-four (24) month period.

ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.01 The parties to this Agreement recognize the Stewards and the CLAC Representative specified in Article 4 as the agents through which employees shall process their grievances and receive settlement thereof.
- 22.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

22.03 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.

22.04 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 21, 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 such Employer or his representative.

22.05 **Step 1**

Any employee having a grievance will, accompanied by a Steward or CLAC Representative, submit the same to his immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

22.06 **Step 2**

If the grievance is not settled under Step 1, a Union Representative may within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been

filed. Such Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

ARTICLE 23 - ARBITRATION

- 23.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 23.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 23.03 If a notice of desire to arbitrate is served, the two (2) parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the name and address of its nominee. The two (2) arbitrators so appointed shall attempt to select, by agreement, a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 23.04 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 23.05 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 23.06 Notices of desire to arbitrate and of nomination of an arbitrator shall be served personally or by registered mail. If

served by registered mail, the date of receipt shall be deemed to be the date of service.

- 23.07 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 23.03, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 23.08 It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 18 and 19 where it appears that the default was owing to a reliance upon words or conduct of the other party.
- 23.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at day rate or average earnings, as applicable, times normal hours, less any monies earned, or by another arrangement which is just and equitable in the opinion of the Arbitration Board.
- 23.10 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which is, in its opinion, just and equitable.
- 23.11 Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the

expense of the Chairman of the Arbitration Board. A probationary employee shall not be eligible to file a grievance in response to disciplinary action.

ARTICLE 24 - DURATION & RENEWAL

24.01 This Agreement shall be effective on April 1, 2016 and shall remain in effect until and including March 31, 2019 and for further periods of one (1) year, unless notice shall be given, by either party, of the desire to amend, change or delete any of the provisions contained herein, within the period of 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.

**SCHEDULE “A”
CLASSIFICATIONS AND HOURLY RATES**

Classification	April 1, 2016	April 1, 2017	April 1, 2018
Lead Electrician	\$39.26	\$39.85	\$40.45
Senior Journeyman	\$34.62	\$35.14	\$35.67
Journeyman	\$32.46	\$32.95	\$33.44

Pension Plan

Upon ratification, the Employer shall remit to the pension plan the following percentages of the employee’s base wage rate for each hour worked to a maximum of two thousand (2000) hours per annual term of the collective agreement:

- Past probation to less than three (3) years of service = two percent (2%)
- Three (3) years of service to less than five (5) years of service = three percent (3%)
- Five (5) years of service or greater = five percent (5%)

Notes

Journeyman/Senior Journeyman:

Journeyman with less than one (1) year experience in the trade shall be paid as per the Journeyman classification in Schedule “A” above.

Senior journeyman upon demonstration of one (1) year of experience in the trade shall be paid as per the Senior Journeyman classification in Schedule “A” above.

Lead Electrician:

A Lead Electrician is a senior journeyman who displays superior leadership and expertise and has been appointed as such by the Employer.

Apprentices:

Apprentices shall be indentured and registered with the Ministry of Training, Colleges and Universities (Training Division) as soon as possible after hiring.

Apprentices shall be paid no less than the applicable percentages of the Senior Journeyman rate, in accordance with the regulations issued under the *Trades Qualification and Apprenticeship Act (TQAA)*:

<i>1st Period</i>	<i>40% of Journeyman rate plus 10% vacation pay plus benefits/pension/E&A/IF</i>
<i>2nd Period</i>	<i>50% of Journeyman rate plus 10% vacation pay plus benefits/pension/E&A/IF</i>
<i>3rd Period</i>	<i>60% of Journeyman rate plus 10% vacation pay plus benefits/pension/E&A/IF</i>
<i>4th Period</i>	<i>70% of Journeyman rate plus 10% vacation pay plus benefits/pension/E&A/IF</i>
<i>5th Period</i>	<i>80% of Journeyman rate plus 10% vacation pay plus benefits/pension/E&A/IF</i>

Students:

Students may be employed to do general clean up and labour work (non-electrical) at an hourly rate as set by the Employer and the *Employment Standards Act*. Such employees shall not do any electrical work. Students shall be laid off before any apprentice or journeyman employees.

Stewards:

A steward will be paid an hourly premium of one dollar (\$1.00).

Tool Lists:

The parties shall negotiate a list of tools that are required to be provided by the Employer and the Employee, in each classification group.

Company Policies & Procedures:

Further to Article 1.02, the Employer shall disclose to the Union, all current policies and procedures that relate to any and all employment terms and conditions with a view to negotiate their purpose,

reasoning, amendment, and inclusion (or not) into the collective agreement. Such policies may be subject to ratification by the Union.

Red-Circling:

Where, at the time of ratification of this Agreement, an employee is paid a gross total package amount above the respective package total contained in this Agreement, that employee shall receive a minimum increase of one and four-tenths (1.4%) to his existing rate (current hourly rate and vacation pay), effective as of the date of signing of this Agreement and thereafter shall be red-circled at that rate until the rates in this Agreement exceed his rate, at which time he shall be paid the applicable rates in this Agreement.

SCHEDULE "B"

Tool List

1st year Apprentice:

- 9' lineman's plier
- Side cutters
- Needle nose pliers
- Channel lock pliers
- Wire strippers
- Green, red, black Robertson drivers (long/stubby)
- Small & medium Phillips drivers (long/stubby)
- Small & medium slot drivers
- 8m/26" imperial & metric tape measure
- 12" hacksaw
- Straight claw hammer
- Tool pouch
- Apron
- 9" torpedo magnetic level
- Tin snips
- Flashlight
- Utility knife
- ½" file
- Drywall saw
- Lock & tag
- Hardhat/boots/glasses

2nd & 3rd year Apprentice:

All the tools required for 1st year apprentices and the tools listed below:

- Allen key sets
- Voltage tester (pencil, pen & meter)

- Cordless drill

4th year Apprentice:

All the tools required for 3rd year apprentices and the tools listed below:

- Multimeter
- *Ontario Electrical Safety Code* book (current edition)
- *Ontario Occupational Health & Safety Act and Regulation for Construction Projects* (current edition)

5th year Apprentice:

All the tools required for 4th year apprentices and the tools listed below:

- Socket set

WE'RE COMMITTED TO YOU



Positive Work-Life

We are a modern union with a modern attitude. We don't just help create a better workplace, but a better work-life, helping you get the most out of every day.



Champions of You

We make your voice heard. We lead positive change. And through it all, we keep you working.



Everyday Greatness

We believe that greatness is in all of us. That when you enjoy what you do, when you feel valued and respected, supported and secure, everyone—you, your family, and your community—benefits.

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CLAC TRAINING

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