

COLLECTIVE AGREEMENT

Between

CITY ELECTRIC INC.

And

**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 52**

DURATION: APRIL 1, 2021 – MARCH 31, 2024

COLLECTIVE AGREEMENT

Between

CITY ELECTRIC INC.

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

(hereinafter referred to as "the Union")

APRIL 1, 2021 – MARCH 31, 2024

TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE 1 - PURPOSE..... | 1 |
| ARTICLE 2 - RECOGNITION..... | 2 |
| ARTICLE 3 - MANAGEMENT RIGHTS | 3 |
| ARTICLE 4 - UNION REPRESENTATION | 5 |
| ARTICLE 5 - STRIKES OR LOCKOUTS | 7 |
| ARTICLE 6 - EMPLOYMENT POLICY | 8 |
| ARTICLE 7 - UNION DUES AND UNION MEMBERSHIP..... | 10 |
| ARTICLE 8 - WAGES AND RATES OF PAY | 12 |
| ARTICLE 9 - HOURS OF WORK AND OVERTIME..... | 13 |
| ARTICLE 10 - VACATIONS AND VACATION PAY..... | 17 |
| ARTICLE 11 - HOLIDAYS..... | 18 |
| ARTICLE 12 - LAYOFFS AND RECALLS | 19 |
| ARTICLE 13 - TRANSPORTATION, TRAVEL AND ROOM & BOARD | 20 |
| ARTICLE 14 - HEALTH AND WELFARE BENEFITS..... | 21 |
| ARTICLE 15 - PENSION PLAN | 23 |
| ARTICLE 16 - HEALTH AND SAFETY | 26 |
| ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS & APPAREL | 27 |
| ARTICLE 18 - LEAVES OF ABSENCE AND BEREAVEMENT LEAVE..... | 28 |
| ARTICLE 19 - EDUCATION AND ASSISTANCE FUND..... | 30 |
| ARTICLE 20 - CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION FUND | 30 |

| | |
|--|----|
| ARTICLE 21 - DISCIPLINE AND DISCHARGE..... | 31 |
| ARTICLE 22 - GRIEVANCE PROCEDURE | 32 |
| ARTICLE 23 - ARBITRATION..... | 36 |
| ARTICLE 24 - DURATION AND RENEWAL | 39 |
| SCHEDULE "A" | 41 |
| SCHEDULE "B" -TOOL LIST | 44 |

COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement (“the 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 as set forth herein;
 - c. to establish an equitable system for the promotion, transfer, layoff and rehire of employees;
 - d. to establish a just and prompt procedure for the disposition of grievances; and
 - e. through the full and fair administration of all the provisions contained within this Agreement to achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.
- 1.02 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 or the Union of such rights and privileges, nor guarantee their continuance.
- 1.03 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the

validity of the remainder, which shall continue in full force and effect and be considered as if this Agreement had been executed without the invalid portion.

- 1.04 The parties recognize that where various legislation overrides the 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, 2000*, 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 electricians and electricians' apprentices in all sectors of the construction industry in the employ of the Employer in the Province of Ontario, save and except non-working foremen, persons above the rank of non-working foreman, and 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 may be removed from or added to the bargaining unit except by mutual agreement, in writing, of the parties.

2.03 The Union and the Employer may determine, on a project or site basis, if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may by agreement in writing, add, amend or delete any terms or conditions of the Agreement for the duration of the job or project.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges 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, policies and practices to be adhered to by its employees provided such rules, policies and practices are not inconsistent with any of the provisions of this Agreement;
- b. the right to select, hire and direct the workforce and employees; to transfer, assign, promote, classify, re-classify, layoff, rehire and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
- c. the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities, the right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of

work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, including the workforce, without interference.

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

3.03 The Employer may contract out work where:

- a. it does not possess the necessary facilities or equipment;
- b. it does not have and/or cannot acquire the required manpower;
- c. it is necessary to complete a project by deadline, but the length of the project does not warrant acquiring additional 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.

- 3.04 The Employer's subcontractors, other than dependent subcontractors, are not within the scope of the bargaining unit in 2.01, and the terms and conditions of this agreement do not apply, provided that the contracting of work is not in violation of Article 3.03.

ARTICLE 4 - UNION REPRESENTATION

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

Representatives

- a. Union 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.
- b. Union Representatives shall have the right to periodically visit job sites without disrupting productivity and without unreasonable intrusion into the Employer or its clients' premises. The Union's Representative shall report to the site superintendent, or foreman upon arriving at a

worksite, and shall abide by all necessary protocol as determined by the general contractor, the Employer, or the client.

- c. 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.

4.02 **Stewards**

- a. The Union has the right to select or appoint Stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to administer the Agreement.
- b. The Union will advise the Employer, in writing, of the name(s) of the Steward(s).
- c. The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their immediate Supervisor. Such permission will not be unreasonably withheld.

The Employer will pay Stewards at their regular hourly rate for time spent attending such duties during their working hours.

4.03 **Negotiating Committee**

a. Negotiating committee members shall be recognized as having authority to participate in the negotiations for a Collective Agreement and any renewals thereof. Negotiating committee members shall be granted paid leave from their scheduled work to participate in negotiations.

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

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.

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 labour 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 listed or from other sources.
- 6.02 To assist in the efficient placement of appropriately skilled members the Employer will inform the Union when employees are laid off and when new employees are hired.
- 6.03 The Employer shall, as a matter of policy, promote from within the existing workforce whenever possible, at the Employer's discretion. Employees who are interested in transferring to another position shall advise the Employer of such interest by filing a request for transfer with the Employer.
- 6.04 New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status. During the probationary period, the following shall apply;
- a. Regular union dues and fees are to be deducted and remitted from the first day of employment.
 - b. Probationary employees are covered by the Agreement, excepting those provisions, which

specifically exclude such employees. Employees laid off and rehired by the Employer within six (6) months of previous employment shall not serve a new probationary period.

- c. An employee may be discharged during the employee's probationary period at the discretion of the Employer and such discharge shall not become the subject of a grievance, provided the discharge is not on legally prohibited grounds.

6.05 **Students**

- a. The term "Student" shall be applied to an employee hired to normally work only between May and September, and is enrolled in secondary or post-secondary school, or intends to return to a secondary or post-secondary education. An employee that works at any time in the year as part of co-operative education program shall have their employment governed by the terms of that program.
- b. While employed as a student within the meaning of 6.05(a), the employee shall be subject to the same terms and conditions as a probationary employee.
- c. Students may progress through the wage grid in the same manner as other employees.
- d. When the conditions described in (a) above no longer apply to an individual, the Employer shall determine whether to offer the person regular employment, subject to all of the conditions of the Collective

Agreement. Should a student become a regular employee, the probation period, and any other waiting periods, shall be waived, provided the student has at that point been employed for more than three (3) months.

ARTICLE 7 - UNION DUES AND UNION MEMBERSHIP

7.01

- a. The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as continued within the Employer Dues Directive issued by the Union office.
- b. The Employer is authorized to deduct any administration fees owing by an employee to the Union when hired.
- c. The total amount(s) checked off and/or deducted on behalf of the Union will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

- 7.02 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 employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
 - g. social insurance number;
 - h. date of birth.
- 7.03 The Employer shall also record on a remittance any of the following changes in employment status:
- a. Change of classification, level or apprenticeship year;
or
 - b. Job end date (for temporary, or permanent separation).
- 7.04 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will

inform all new employees of the contractual relationship with the Union. All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.

7.05 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.

7.06 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.

ARTICLE 8 - WAGES AND RATES OF PAY

8.01 Wage rate schedules applicable to various job classifications are as set forth on Schedule "A" attached

hereto and made part hereof. The wages shall apply to all work performed by the employees.

8.02 Wages shall be paid biweekly by direct deposit Thursday night at midnight and shall be accompanied by a separate statement identifying both the Employer and employee, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings, the amount of each deduction and net earnings.

8.03 In the event that a new classification(s) is established by the Employer during the term of this Agreement, the wage rate applicable for such newly established classification(s) shall be subject to negotiations between the Employer and the Union. Should the Employer and the Union fail to successfully negotiate such wage rate, the parties agree that the sole issue of the establishment of such wage rate may be submitted to arbitration in accordance with Article 22 - Arbitration of this Agreement.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 A regular workweek shall consist of forty-four (44) hours between 7am and 4pm, comprised of five (5) regular work days, Monday to Friday inclusive. The employees and Employer may jointly agree to amend the regular work day, subject to the requirements of each work site.

- 9.02 All work performed in excess of forty-four (44) hours in a work week shall be paid at the rate of one and one-half times (1½x) the regular rate of pay.
- 9.03 Work performed on Saturdays will be paid at one and one-half times (1 ½x) the regular rate of pay.
- 9.04 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 times (2x) 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 There shall be two (2) paid coffee breaks of fifteen (15) minutes each day, one in the morning and one in the afternoon. Employees shall take an unpaid meal period of one-half (½) hour at the midpoint of their shift, or at such time during their work day which is convenient. Employees shall be entitled to an additional paid coffee break for every four (4) hours worked beyond the second half of the shift.

- 9.06 For the purposes of calculating hours of work and the calculation of overtime hours in a week which a Public holiday falls, the holiday shall be considered to be the regular scheduled work hours for the project.
- 9.07 Provided the employee notifies the Employer at the time of hire, the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 9.08 It is agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week.
- 9.09 Hours of work as set out in this Agreement may be modified by mutual agreement between the Employer and the Union for selected projects.
- 9.10 **Show Up Time**
An employee who reports to work in the usual manner without having been notified that there is no work available and is sent home because of lack of work before having worked three (3) hours shall receive a minimum of three (3) hours pay at their prevailing hourly rate. The employee shall also receive their full accommodation allowance if and when applicable.

Each employee must inform the Employer of a means of being contacted on short notice. If an attempt is made by the Employer at least two (2) hours before the employee's shift commences by way of the contact information provided, in an effort to inform the employee of a lack of work, and the Employer is unable to do so, the employee will not be entitled to show up time. Beginning January 1, 2020, the Employer must notify employees of a cancelled shift at least forty-eight (48) hours in advance.

9.11 Starting Work

An employee who starts work and is prevented from completing their normal work day due to inclement weather or other reasons completely beyond the control of the Employer, will be paid the greater of the hours worked that day or three (3) hours pay at their prevailing regular hourly rate of pay.

9.12 Service Calls

Employees will be paid no less than three (3) hours pay at their regular hourly rate of pay to respond to a service call outside of the regular work day as defined in 9.01.

9.13 Shift Premium

All work in a shift where the majority of hours fall outside of the regular work day as defined in 9.01, shall be paid at one hundred and ten percent (110%) of the regular hourly rate.

ARTICLE 10 - VACATIONS AND VACATION PAY

10.01 All employees who are covered under this Agreement shall receive vacation pay, inclusive of public holiday pay, as a percent of the employee's total earnings exclusive of the Employer's contribution to the Union's Pension, Health Benefit Plan, Education and Assistance Fund and Industry Fund. Income tax shall be deducted weekly from the employee's earnings increased by the amount of vacation pay.

- a. Probationary employees (as outlined in Article 6.04) and employees with less than three (3) years of service shall receive eight percent (8%) vacation pay.
- b. Employees with three (3) or more years of service shall receive ten percent (10%) vacation pay.
- c. Employees with eight (8) or more years of service shall receive twelve percent (12%) vacation pay.
- d. Employees who are rehired following an absence due to involuntary temporary layoff, trade school, illness and/or injury shall be considered as employed for the purposes of this Article.

10.02 The parties confirm that such manner of paying public holiday pay meets the Employer's obligations under the *Employment Standards Act, 2000*.

10.03 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.

10.04 The Employer agrees to remit the Vacation Pay of each employee to the Union's Employee Trust Fund by no later than the fifteenth of the following month in which such vacation pay is earned. Vacation Pay shall be remitted together with, and in the same manner as union dues, as described at Article 7.

10.05 In accordance with the Employment Standards Act, the Union and its Vacation Pay Trust Fund, is obligated to take any steps which may be available to it 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.

ARTICLE 11 - HOLIDAYS

11.01 Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, 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 two times (2x) the regular hourly rate, and paid in addition to the pay received in accordance to Article 10.01. Double time hours worked on a holiday

listed above will not be counted toward the weekly overtime trigger in 9.02.

11.02 When a holiday listed in 11.01 falls on a Tuesday, Wednesday or Thursday, the Employer may decide on a site by site basis to observe the holiday on a day connected with the nearest weekend. Such arrangements shall be made at least two weeks in advance of the holiday, and be clearly communicated to employees.

ARTICLE 12 - LAYOFFS AND RECALLS

12.01 When, in the opinion of the Employer, a reduction of the workforce is necessary, probationary employees and students shall be laid off first. If further reductions are necessary the Employer shall be guided by the following considerations (not necessarily in this order):

- a. Length of service of the employee;
- b. The productivity of the employee;
- c. The ability of the employee;
- d. Willingness to travel of the employee.

12.02 The Employer agrees to notify the Union (Steward or Representative) of the names of employees laid off within the pay period of the date during which the layoff occurred.

12.03 Recall

- a. The recall of employees shall follow the same procedure and considerations used for the layoff of employees as set out above.
- b. No new employees shall be hired by the Employer if there are on layoff any non-probationary employees able to perform the work. The right to recall extends to but not beyond six (6) months from the date of layoff.

12.04 Layoff notice

The Employer will give the employee four (4) hours' notice of layoff, when possible or four (4) hours pay in lieu of notice.

The Employer will not be required to give notice of layoff when equipment failure, shortage of material, or other reasons beyond the control on the Employer causes a stoppage of operation.

ARTICLE 13 - TRANSPORTATION, TRAVEL AND ROOM & BOARD

13.01 Employees shall be expected to travel to and from jobsites in the Greater Toronto Area, as defined by the City of Toronto and the regions of Halton, Peel, York and Durham.

13.02 Employees shall be paid at their regular hourly rate for travel time to and from a jobsite outside of the area defined in 13.01.

13.03 When employees are required to travel to jobsites beyond the Greater Toronto Area, stay overnight, and remain working on such project for consecutive days:

- a. They will be paid a daily subsistence allowance of fifty dollars (\$50.00) for whole day spent out of town;
- b. They will be provided suitable accommodation;
- c. They will be paid travel time, two-way, both to and from the jobsite.

13.04 The Employer shall reimburse employees for parking fees incurred for parking at sites where free parking is not readily available. Such reimbursement is provided upon presentation of receipts and prior agreement with the Employer.

13.05 Employees charged with transporting the Employer's equipment and materials in a personal vehicle will be reimbursed for all such travel at fifty cents (\$0.50) per kilometre.

ARTICLE 14 - HEALTH AND WELFARE BENEFITS

14.01 In order to protect the employees from the financial hazards of illness, accident and the maintenance of health, the Employer agrees to pay the full premium

required for single or family coverage as appropriate, to all employees who have completed probation, for the health benefit plan in place March 1, 2018.

- 14.02 Eligibility to participate and entitlement under the benefit plan or any issue concerning benefits shall be subject to the specific provisions of the insurance plans, policies or contracts. Any dispute over payment of benefits under any such plans, policies or contracts shall be adjusted between the claiming employee and the insurer concerned but the Employer will use its best efforts to help adjust and settle any such disputes. It is understood that nothing herein shall be construed to make the Employer the insurer of the benefits. The Employer's obligation is entirely fulfilled by the payment of the premiums associated with the health benefit plan.
- 14.03 The Employer will not make changes to the health plan, except with written agreement of the Union. The Union will not unreasonably withhold its approval when such changes, including changes to the plan's provider, do not reduce the benefits provided.
- 14.04 The Employer will pay the premium as per 14.01 during employment with the Employer.
- 14.05 The Employer and the Union will meet during the first year of this agreement to discuss transitioning to the CLAC Health Fund.

14.06 Where coverage under the Plan ceases for the plan participant because of age, an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule “A” will be paid to that employee on each paycheque. This payment, in-lieu of contributions to a Health Benefit Plan, will not be less than the contributions that would have been made on behalf of the employee if they were still eligible for the Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this Collective Agreement.

ARTICLE 15 - PENSION PLAN

15.01 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.

15.02 New employees will join the Plan when they have completed the probationary period in 6.04, and remittances due to the plan apply to all hours worked subsequent to completion of probation.

15.03 Each pay period, the Employer will remit the amount outlined below for each hour worked by each non-probationary employee covered under this Agreement.

Employer contributions will vest in accordance with the rules of the Plan.

- a. Employees with less than five (5) years' service: an amount equivalent to seven percent (7%) of wage earnings.
- b. Employees with five (5) or more years' service: an amount equivalent to ten percent (10%) of wage earnings.

15.04 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 Articles 15.03. 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.

15.05 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.

15.06 The total amount of pension contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase outlined by the

Canada Revenue Agency. The Employer has no obligation to monitor the employee's contribution. For greater clarity, if the employee exceeds the annual maximum money purchase limit, the Employer shall not be liable for any tax consequence imposed on the employee.

15.07 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.

15.08 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.

15.09 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.

15.10 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 15.03 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.

15.11 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.

15.12 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.

15.13 The Employer agrees to provide the Union with the social insurance number and current address of all employees on whose behalf contributions are being remitted.

ARTICLE 16 - HEALTH AND SAFETY

16.01 The Employer, Union and the employees shall comply with the provisions of the Occupational Health and Safety Act where and when applicable. The Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the workers.

Employees are required to report to their Employer any unsafe work conditions, or violation of any safe work policies or procedures established by the Employer, or any violation of relevant safe work legislation.

The Union recognizes the Employer's right to enforce its health and safety policies, including regarding the IHSA and those related to its Core certification and related commitments, consistent with 3.01a.

16.02 An employee who is injured in the course of performing his duties and requires medical attention and is unable to continue work shall be paid for his regularly assigned hours for the day of the injury only. The Employer and the employee will at all times follow the procedures and policies relating to workplace injury of the Workplace Safety and Insurance Board.

16.03 While attending safety training courses authorized by, or required of the employee by, the Employer, employees will receive their regular hourly rate of pay for time spent in class.

ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS & APPAREL

17.01 Employees are responsible to bring their own small hand tools as listed in Schedule B. The Employer shall supply all

other tools necessary for employees to perform their work.

ARTICLE 18 - LEAVES OF ABSENCE AND BEREAVEMENT LEAVE

18.01 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 or death in the employee's immediate family;
- c. participation in union sponsored training or other educational events; and
- d. birth or adoption of the employee's child.

18.02 An unpaid leave shall not exceed one (1) month except as may be agreed between the Employer and the Union.

18.03 In the event an employee is absent from work for more than one (1) week due to a bona fide illness or injury, the Employer, at its own expense, may request that the employee provide written verification by a practicing physician, that the employee is able to return to his full duties. Such verification shall assess the extent to which the employee is able to perform the functions, duties and work of the job classification to which such employee is normally assigned.

18.04 An employee shall be granted three (3) days leave of absence at his regular rate of pay to make arrangements for and to attend the funeral of an immediate family member which shall include;

- a. The employee's spouse or common-law spouse,
- b. The employee's parent, step-parent, foster parent, or parent of his spouse or common-law spouse,
- c. The child, step-child, foster child or, grandchild or step grandchild of the employee or the employee's spouse or common-law spouse;
- d. The spouse or common-law spouse of the employee's child, step-child, or foster child;
- e. The employee's brother or sister.

18.05 The Employer will also grant job protected leaves, including but not limited to pregnancy and parental leave, critical illness leave, personal emergency leave, family caregiver leave, organ donor leave, family medical leave, domestic or sexual violence leave, and reservist leave, in accordance with the *Employment Standards Act, 2000*.

18.06 Sick Days

Employees shall be granted four (4) paid sick days per calendar year. For sick days, employees will be paid their regular hourly rate for their regularly scheduled hours. Sick days cannot be rolled over to subsequent years. Employees are required to provide a sick note from a doctor in order to receive the pay for their sick day.

ARTICLE 19 - EDUCATION AND ASSISTANCE FUND

19.01 The Employer shall contribute to the Union's Education and Assistance Fund the amount identified at Schedule "A" for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union together with union dues, and in the manner described at Article 7.

19.02 The Education and Assistance Fund shall be used by the Union to educate and instruct members in the competent practice of their trade, in matters relating to Health and Safety, and to instruct specific members in effective labour relations practices.

19.03 Having regard to the demands of the Employer's work and operations, the Employer will cooperate with the Union when safety and related courses are made available to the members employed with the Employer.

ARTICLE 20 - CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION FUND

20.01 The Employer shall contribute to the Union's Construction Industry Development and Promotion Fund (the "Industry Fund") the amount identified at Schedule "A" for each hour worked by each employee covered by this Agreement, and it shall remit such contributions to the

Union together with union dues, and in the manner described at Article 7.

- 20.02 The Industry Fund is used to promote the CLAC model of unionized construction representation. This is achieved by industry development among for and with owners and purchasers of construction services, by advocating at municipal and provincial government, by representing CLAC's union principles at industry conferences and events, and by advising the union leaders, including staff and Stewards of opportunities and means to promote the CLAC model. The Industry Fund is used as determined by the union to strengthen the position of the Union, its members and contractors.
- 20.03 The Industry Fund shall not be used to fund a grievance or other legal proceedings against any contactor signatory to CLAC or its affiliated local unions.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

- 21.01 The Employer may warn, suspend, demote or discharge employees 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 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, and be advised that they may request a Union steward or representative be present. The timing of such meetings must accommodate such requests.

21.03 Disciplinary meetings shall normally take place during the affected employee's scheduled shift. If the employee is not at work and the incident giving rise to the meeting is so serious that immediate action is warranted, employees may be called in at a time when they are not scheduled to work. Such time to attend a discipline meeting is paid time per this Agreement.

21.04 Any letters of warning 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 Representatives specified in Article 4 as the agents

through which employees shall process their grievances and receive settlement thereof.

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

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

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement.

A "Policy Grievance" shall be signed by a Steward or a Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

22.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean "work days", that is, Monday to Friday inclusive.

22.04 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) 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. If the Employer does consider or process a grievance which has been presented late, the Employer shall not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

22.05 No grievance shall be filed until the complaint has been brought to the Employer's management. If management does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 22, if a grievance is to be filed it shall, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and shall be presented to the designated Employer representative by a Steward or a Representative. The Employer shall notify the Representative of their decision in writing not later than five (5) workdays following the day upon which the grievance was submitted.

The grievance referred to above shall identify:

- a. the facts giving rise to the grievance;

- b. the section or sections of the Agreement claimed violated;
- c. the relief requested; and
- d. the grievance will be signed by the employee or employees involved or by the Union on behalf of the employee or employees.

Step 2

If the grievance is not settled in Step 1, a Representative shall 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 designated Employer representative. A meeting will be held between the Steward or Representative together with the grievor involved and the representative of the Employer. This meeting will be held within five (5) work days of the presentation of the written grievance to the Employer. The Employer shall notify the Steward or Representative of his decision in writing within five (5) work days of such meeting.

22.06 Union Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union shall be held within five (5) work days of the presentation of the

written grievance and shall take place within the framework of Step 2 of Article 22 hereof. The Employer or the Union, as the case may be, shall give its written decision within five (5) work days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision and the arbitration section of this Agreement shall be followed.

If the Employer is not advised of the Union's intention to proceed to arbitration within five (5) work days, the Employer shall not be liable for any damages during the foregoing fifteen (15) work day period.

The provisions of this paragraph 22.06 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Articles 21 and 22 shall not thereby be bypassed.

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 All grievances shall be adjudicated by a panel of three (3) arbitrators, unless the parties agree that the matter should be adjudicated by a single arbitrator.

23.04 The notice of desire to arbitrate required in Article 23.02 shall include the filing party's choice of arbitrator, as well as a proposed third arbitrator to adjudicate the grievance. The other party shall, within fourteen (14) days, choose its own arbitrator, and indicate whether it agrees with the proposed third arbitrator, in which case it shall propose a third arbitrator. If the parties cannot agree on the third arbitrator, the parties will seek the appointment of one in accordance with the Labour Relations Act, 1995 as amended.

23.05 Nothing in this Article shall limit the right of either party to seek the appointment of an arbitrator pursuant to the Labour Relations Act, 1995 as amended.

23.06 Notices of desire to arbitrate and of nominations of the Arbitrators shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

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 propose arbitrators in accordance with Article 23.04, the party not in default may, upon notice to the party in default, appoint an Arbitrator to hear the grievance and their decision shall be final and binding upon both parties.

23.08 It is agreed that the Arbitrators shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

23.09 The parties will jointly bear the expense of the Arbitrators.

23.10 The Arbitrators or Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement nor adjudicate any matter not specifically assigned to it by the notice to arbitrate outlined in the Grievance Procedure.

23.11 An employee found to be wrongfully discharged or suspended will be reinstated with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other

arrangement which is just and equitable in the opinion of the Arbitrators.

23.12 Where the Arbitrators are of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in its opinion, is just and equitable. This cause shall not apply to the discharge of a probationary employee.

ARTICLE 24 - DURATION AND RENEWAL

24.01 This Agreement shall be and shall remain in effect from the 1st day of April, two thousand and twenty-one (2021) until the 31st day of March, two thousand and twenty-four (2024) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one hundred and twenty (120) to sixty (60) 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.

24.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items shall be retroactive from the date of signing to the expiration date of the expired Agreement.

CITY ELECTRIC INC.
CLAC Local 52
COLLECTIVE AGREEMENT APRIL 1, 2021 – MARCH 31, 2024

24.03 Until a new Agreement has been concluded all provisions in this Agreement shall remain in full force and effect.

DATED AT Vaughan, ON, this 29 day of MARCH, 2021.

Signed on behalf of

CITY ELECTRIC INC.

Per 

Signed on behalf of

CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

Per 

SCHEDULE "A" CLASSIFICATIONS AND HOURLY RATES

| April 1, 2021 | | | | | | | |
|----------------|---------|--------|----------------|---------|--------|--------|---------|
| CLASSIFICATION | RATE | VAC | H&W BENEFITS** | PENSION | EAF | IF | TOTAL |
| JP Electrician | \$37.22 | \$2.98 | \$1.60 | \$2.61 | \$0.20 | \$0.20 | \$44.80 |
| APRIL 1, 2022 | | | | | | | |
| CLASSIFICATION | RATE | VAC | H&W BENEFITS** | PENSION | EAF | IF | TOTAL |
| JP Electrician | \$38.47 | \$3.08 | \$1.65 | \$2.69 | \$0.20 | \$0.20 | \$46.29 |
| APRIL 1, 2023 | | | | | | | |
| CLASSIFICATION | RATE | VAC | H&W BENEFITS** | PENSION | EAF | IF | TOTAL |
| JP Electrician | \$39.72 | \$3.18 | \$1.70 | \$2.78 | \$0.20 | \$0.20 | \$42.31 |

*Vacation pay and Pension increase with years of service. Table shows lower amounts

**H&W amount is an approximation of the hourly cost of the monthly premium

Foreperson:

Employees who are designated by the Employer as Forepersons shall be paid no less than one hundred and ten percent (110%) of the Journeyperson rate. A Foreperson’s primary role is the oversight and direction of the operation of one or more jobsite(s). Forepersons are responsible for the daily organization of work and the control of labour, equipment, and materials to ensure that acceptable standards of quality, safety, and production are maintained. Foreperson shall generally be responsible for five (5) or more employees.

Electrician Apprentices shall be paid the following minimum rate:

| | |
|------------------------|--|
| 1 st Period | 45% of JP rate plus vacation pay plus benefits/pension/E&A/IF. |
| 2 nd Period | 50% of JP rate plus vacation pay plus benefits/pension/E&A/IF. |
| 3 rd Period | 60% of JP rate plus-vacation pay plus benefits/pension/E&A/IF. |
| 4 th Period | 70% of JP rate plus vacation pay plus benefits/pension/E&A/IF. |
| 5 th Period | 80% of JP rate plus vacation pay plus benefits/pension/E&A/IF. |

For all apprentices, the hourly rate, vacation pay and pension contributions shall be according to their applicable apprentice period. Health benefit, Education and Assistance Fund and Industry Fund contributions shall be paid the same as a JP (see Schedule “A” grid above).

Red Circled Journeypersons, Forepersons and Apprentices

Where, at the time of ratification of this agreement, an employee is paid above the applicable rate contained in this agreement, that employee shall receive an increase of two percent (2%) to their wage rate every April 1st.

Placement of Apprentices

Apprentices will be placed according to verifiable hours, in accordance with the *Trades Qualification and Apprenticeship Act (TQAA)*. The Employer has a right to require an apprentice attend trade school at intervals appropriate to timely progress through their apprenticeship, and to expect skills, knowledge and production in line with normal progress as an apprentice. The Employer will cooperate with the apprentice and the Ministry regarding the apprentice’s attendance at trade school,

and will assign the apprentice to a journeyperson wherever and whenever possible to learn the trade.

SCHEDULE "B" -TOOL LIST

Journeypersons and third, fourth and fifth term apprentices are to be equipped with the following tools:

Cordless Hammer Drill with Battery and Charger

9" Cutting (linesmen's pliers)

Diagonal cutting pliers

Channellocks or similar tool (x2)*

Knife

Tape measure, 3m or longer*

Flat screwdriver (all sizes as required)*

Robertson Screwdriver (all sizes as required)*

Phillips Screwdrivers (all sizes as required)*

Adjustable Hacksaw 12"

Wire striper (all sizes up to #10 awg)

Claw hammer

Tool belt and pouch

Multi meter (professional grade)*

Torpedo Level*

Allen keys up to 3/8", metric up to 10mm

* First and second term apprentices are to be equipped with, at minimum, the tools indicated with an asterisk

MISSISSAUGA MEMBER CENTRE

1-2555 Meadowpine Blvd.

Mississauga ON L5N 6C3

T: 905-812-2855

TF: 800-268-5281

F: 905-812-5556

mississauga@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC BENEFITS

1-800-463-2522

CLAC TRAINING

1-877-701-2522

CLAC JOBS

1-877-701-2522

clac.ca/myCLAC