

COLLECTIVE AGREEMENT

Between

**MUSKOKA'S POWER
PROFESSIONALS INC.**

And

**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 52**

DURATION: February 1, 2021 – January 30, 2024

COLLECTIVE AGREEMENT

Between

**MUSKOKA'S POWER PROFESSIONALS INC.
(hereinafter referred to as "the Employer")**

and

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

FEBRUARY 1, 2021 – JANUARY 30, 2024

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement (“this Agreement”), which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b. to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c. to establish an mutually agreeable 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 Wherever the singular or masculine are used in this Agreement, the same shall be construed to mean the plural or the feminine where the context or the parties hereto so require.
- 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*, the *Workplace Safety & Insurance Act* and the *Occupational Health and Safety Act*.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit Scope

The Employer recognizes the Union as the exclusive bargaining agent for all construction employees in the employ of the Employer in all sectors of the construction industry in the province of Ontario save and except non-working forepersons and persons above the rank of non-working forepersons, sales and office 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 parties may, on a project basis, to be competitive, or to address specific concerns not addressed herein, amend the terms of this Agreement for the duration of the project. Such agreement shall be made in writing and signed by the parties.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Provided such actions are not in violation of the express terms of this Agreement, the Employer's rights include but are not limited to the following:

- a. the right to maintain order, discipline and efficiency; to make, alter and enforce rules, policies and practices to be adhered to by its employees provided such rules, policies and practices are not in violation of provincial and federal legislation.
- b. the right to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, rehire and suspend employees; to select and retain employees for positions excluded from the bargaining unit; to select and retain CLAC Unionized employees based on performance and skills outlined in the job descriptions.
- 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 **Sub-contracting**

The Employer will use employees governed by this collective agreement where:

- a. The Employer defines in the project scope they are self performing work at which point should an employee be needed their scope would be confined to work assigned by the Employer.
- b. The Employer has chosen not to self perform work but has recognized the requirement for our employees to perform specific duties to be assigned by the Employer.
- c. In all other cases the Employer reserves the right to hire subcontractors at their discretion.

ARTICLE 4 - UNION REPRESENTATION

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

4.01 The Union's 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 Representatives shall report to the site superintendent or foreperson upon arriving at a worksite and shall abide by all necessary protocol determined for the site by the Employer, site Employer and the client. The Union Representative shall notify the project Superintendent at least one hour prior to visiting the site.
- c. There should be no Union activity during working hours on the Employer premises except for the purposes of processing grievances and 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.

The Employer agrees to recognize Union Stewards as appointed by the Union and upon being informed by the Union of these appointments. The Union will advise the Employer, in writing, of the names of the Steward(s).

- b. 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 this Agreement or the investigation or presentation of grievances without first obtaining the permission of their immediate supervisor. Such permission will not be unreasonably withheld. A Steward will attend at all disciplinary meetings involving members of the bargaining unit.

The Employer will pay Stewards at their regular hourly rate for time spent attending Union business such as presenting grievances and attending meetings at the request of the Employer.

4.03 Negotiating Committee

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.

5.03 If a strike, slowdown or any stoppage of work is enforced whether by the employees covered by this agreement or by a third party, prior to leaving site, the employees must

ensure the site is left in a safe manner as required by legislation and the Employer's Health and Safety policy.

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 reasonable notice. The Union will provide a list of available candidates. 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, upon such lay off or hire.
- 6.03 The Employer shall, as a matter of policy, promote from within the existing workforce when reasonable, at the Employer's discretion. Employees who are interested in transferring to another position shall advise the Employer in writing of such interest. The decision to transfer positions or sites will be at the sole discretion of 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, fees and remittances are to be deducted and remitted, as the case maybe, from the first day of employment.
- b. Probationary employees are covered by this Agreement, excepting those provisions, which specifically exclude such employees.
- c. Employees laid off during probation and rehired by the Employer within three (3) months shall not serve a new probationary period but continue with credit for probation already served.
- d. The discharge or layoff of probationary employees shall not become the subject of a grievance and shall be deemed just cause, unless the Union alleges such discharge is discriminatory, arbitrary or in bad faith.

6.05 **Students**

- a. The term “student” shall be applied to an employee hired to work in the bargaining unit during a school study break. A student is enrolled in secondary or post-secondary education or intends to begin or return to secondary or post-secondary education. A student who performs work incidental to that of employees in the bargaining unit while on placement with the Employer in conjunction with a secondary school or college co-operative education program is excluded from the bargaining unit.

- b. A student is not eligible for contributions or payments pursuant to the health fund and pension provisions contained herein and specifically found in Articles 14 and 15 of this Agreement.
- c. A student does not obtain or accrue or retain recall rights pursuant to the layoff, recall and employment rights provisions contained herein and specifically found in Articles 6 and 12 of this Agreement. Students may progress through the wage grid on the basis of total accumulated hours worked as the case may be.
- d. When the conditions described in (a) above no longer apply, the Employer may terminate the former student's employment or offer the former student regular employment subject to all of the conditions of the Agreement. Where a student does become a regular employee the probation period and any other waiting periods pursuant to this Agreement shall be waived. Such an employee's employment date pursuant the layoff, recall and employment rights provisions (Articles 6 and 12) shall thereafter be the date on which he becomes a regular employee.

ARTICLE 7 - REMITTANCES TO THE UNION

7.01 The Employer shall remit employee deductions and Employer contributions, as the case may be, for Union dues, fees, fund contributions and the like, to the Union, in a format prescribed by the Union. On such remittance

the Employer will furnish the following information for each employee:

- a. First name & last name;
- b. rate of pay;
- c. gross earnings;
- d. total regular and overtime hours worked in the period for which such deductions are made;
- e. dues and fees deducted on behalf of the employee as prescribed by the Union; and,
- f. contributions to Union funds on behalf of the employee and deductions from an employee toward Union funds as prescribed by this Agreement.

7.02 When the Employer hires a new employee, the Employer shall also include on the next remittance in addition to the information required in Articles 6 and 7, above, the following information employee information:

- a. contact information, including home phone, cellphone, email and mailing address;
- b. Social Insurance Number;
- c. date of birth;
- d. date of hire;
- e. employment classification.

7.03 The total amount(s) deducted and contributed 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 and are owed. If the 15th falls

on the weekend, the report shall be provided the following business day. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

ARTICLE 8 - UNION DUES AND UNION MEMBERSHIP

8.01 Dues Deduction

- 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 employees to the Union when hired.

The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union in accordance with Article 7, above. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

- 8.02 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.

- 8.03 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 9 - WAGES AND RATES OF PAY

- 9.01 Wage rate 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 by the employees.
- 9.02 Wages shall be paid bi-weekly by direct deposit 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, amounts of deductions, net earnings and contributions to the Union's Health Fund and Pension Fund.
- 9.03 In the event that a new classification is established by the Employer, the wage rate applicable for such a newly

established classification shall be subject to negotiation between the Employer and the Union. Should the Employer and the Union fail to agree on such wage rate, the sole issue of the establishment of such wage rate may be submitted to arbitration in accordance with the arbitration provisions of this Agreement.

9.04 Minimum Hours of Work

Employees must inform the Employer of a reliable means of being contacted on short notice. If the Employer attempts to contact the employee in an effort to inform them of lack of work, and the Employer is unable to reach them, the employee will not be entitled to show up time.

An employee who is sent home from work before he has worked three (3) hours, or before work commences after arriving to work as assigned, shall receive a minimum of three (3) hours pay at the rate of pay he would have earned if the work had been performed.

No employee will be required to report for a shift of less than three (3) hours.

9.05 Call Back

Employees who are called back to work in the same day will receive a minimum of three (3) hours pay at one and one-half (1½) times their regular rate. Such hours are paid at two (2) times the regular rate when they occur on days the parties have identified such rate.

9.06 **Shift Work and Shift Premiums**

- a. The Employer shall give an employee as much advance notice as practical before the employee is assigned shift work.
- b. The Employer reserves the right to schedule employees as necessary.
- c. A shift premium of seven percent (7%) of the employee's regular hourly rate applies to all hours worked in a shift where the shift begins earlier than 6:00 a.m. and later than 12:00 noon.

9.07 **Shift Change**

Where employees are assigned mid-week to work a non-day shift (whether due to emergencies or a shift change) and as a result lose a shift in the regular work week, such employees will be paid six (6) hours for such loss of earnings.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.01 There shall be two (2) paid coffee breaks of fifteen (15) minutes on each full shift. Employees shall take an unpaid meal period of one-half ($\frac{1}{2}$) hour at such time during their work day as instructed by the Employer.

10.02 **Overtime**

- a. Work performed in excess of forty-four (44) hours per week shall be paid at the rate of one and one half ($1\frac{1}{2}$) times the employee's regular hourly rate.

- b. Work shall not normally be performed on Sunday. However, if extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of one and one half (1½) times the regular rate of pay regardless of weekly hours of work.
- 10.03 For the purposes of calculating hours of work and overtime hours in a week in which a public holiday falls, the holiday shall be considered to have been worked as per the project scheduled work hours for the project.
- 10.04 The calculation for weekly overtime and weekly premium pay begins with the first shift in the pay period and ends seven (7) calendar days later.
- 10.05 The payment of overtime under this Article shall not be considered a “Premium” as defined elsewhere in this agreement. For greater certainty this means that overtime premiums (e.g. for hours worked beyond the daily limits, for hours worked beyond the weekly limits and for hours worked on weekends and holidays) are not to be duplicated or stacked. In instances where more than one overtime premium is applicable, a single overtime premium will be paid at the highest rate, i.e. one and one half (1 ½) times the hourly rate for Sunday or holiday work. More than one overtime premium will not be payable for the same hour worked. However, premiums paid for purposes other than overtime (e.g.

shift premiums, responsibility premiums, etc.) remain payable and are included in the calculation of the base rate for hours for which an overtime premium is paid.

ARTICLE 11 - VACATION & VACATION PAY/PUBLIC HOLIDAYS & HOLIDAY PAY

- 11.01 Employees shall be entitled to receive an amount equal to ten percent (10%) of their total annual gross earnings (excluding bonuses paid) for vacation and public holiday pay. For tax purposes, vacation, emergency leave, and public holiday pay shall be taxed over the period of time during which it is earned.
- 11.02 The Employer agrees to remit the vacation pay of each employee to the Union's Employee Trust Fund as described in Article 7.
- 11.03 Vacation periods shall be arranged by mutual agreement between the Employer and the employees. Employees shall submit requests for vacation with as much advance notice as possible, and normally with at least two (2) weeks notice. The Employer will grant such requests unless operational requirements are known to interfere with such vacation request, including requests made with less notice than two (2) weeks. The Employer will reply to vacation requests as soon as possible and within one (1) week. The Employer shall grant vacation requests insofar as is practicable, having regard to the operational

requirements. Vacation requests and approvals shall be written, including by text or email.

11.04 The following days shall be recognized as Public Holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

11.05 An employee required to work on a day listed in Article 11.04 shall receive holiday premium pay which shall be calculated as one and one half (1½) times the employee's regular hourly rate for all time worked. Such hours shall not be included when determining the total number of regular hours worked in a week.

ARTICLE 12 - LAYOFFS, RECALLS AND SERVICE CREDIT

12.01 The Employer shall maintain a list of its employees within each employment classification identified in Schedule "A" and the amount of service credit each has earned. This list shall be made available to the Union upon request.

12.02 Employment rights shall terminate and an employee shall cease to be employed by the Employer in the bargaining unit 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 one (1) month;
- e. fails to report on the first day following the expiration of a leave of absence without just cause;
- f. is absent from work for a period of more than twenty-four (24) months due to a bona fide injury, or illness;
- g. fails to report to work following a recall within five (5) workdays;
- h. takes a position with the Employer but outside the bargaining unit and that position is expected to last or has lasted for longer than the time outlined in d., above.

12.03 When, in the opinion of the Employer, a reduction of the workforce is inevitable, the Employer shall terminate the contract for temporary agency employees as soon as contractually permissible. Probationary employees shall be laid off prior to employees who have completed probation. Further reduction of the size of the regular workforce is guided by:

- Skill, ability, efficiency, productivity and qualifications of the employees,
- other reasonable and objective standards
- service credit of the employees

The discretion exercised by the Employer in determining the need for layoffs, the order of layoff and which employees to lay off shall not be unreasonably exercised.

- 12.04 When laying off an employee, the Employer shall give notice of at least four (4) hours or pay equivalent to and in lieu of such notice.
- 12.05 The Employer shall notify the Union office and the Stewards on the date of a layoff. Notice will include, for each employee laid off, name, effective date of layoff, expected recall date unless the layoff is indefinite, amount of service credit, employment classification and most recent contact information.
- 12.06 The recall of employees shall follow the same procedure and considerations used for the layoff of employees as set out above.
- 12.07 An employee that accepts employment with the Employer outside of the bargaining unit rather than be laid off where there is a shortage of work may return to his position in the bargaining unit when there is work, provided he has remained continuously employed by the Employer or, if laid off, retains employment (recall) rights. Will not include time worked outside the bargaining unit.

ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

13.01 Transportation, travel and mileage are as follows:

- a. There shall be a free travel zone (the “free zone”) described as the area within a eighty (80) kilometre radius between the work site and the Employer’s office.

For projects within the free zone the Employer is not obligated to pay travel time, to pay mileage or to provide transportation.

- b. For projects outside the free zone, including projects located out of town, the Employer will provide a lump sum travel or living out allowance. The lump sum amount will be determined on a per project basis by the mutual agreement of the Employer and the Union prior to the employees starting work on the project.
- c. Mileage, where applicable, is paid for all kilometres travelled from the closer of the Employer’s office and the Employee’s home to the project site and return less the eighty (80) km free zone. The mileage rate is the rate per kilometre as set and updated by the CRA. Mileage is not paid to employees when the Employer provides transportation but the employees elect to drive directly to the job site.
- d. Where the Employer requests employees to transport the Employer’s tools, equipment, materials or

personnel with their own vehicle and the employee agrees, the Employer shall pay a lump sum allowance as determined by the mutual agreement in writing between the Employer and the Union for all distance and time traveled per the project whether within or outside the free zone.

Distance and time in this article are to be measured using Google Maps as the shortest distance by paved road calculated at the time of travel and excludes toll roads unless Employer is paying the cost of the toll.

13.02 Out of Town Allowances

The Employer shall arrange, assign and pay for out of town living accommodations that meet a suitable and reasonable standard. Double occupancy at an economy motel meets the standard. In addition, the Employer shall pay each employee a food allowance for each day that the employee is scheduled to work at a project that requires overnight accommodation. The daily food allowance will follow guidelines as set and updated by the CRA.

The Out of Town Allowance or Living Out Allowance (LOA) is designed to cover the cost of food and lodging.

LOA is paid for projects that are more than one hundred and forty (140) km from the closer of the Employee's home or the Employer's office.

13.03 Employer Transportation

The Employer shall provide transportation where site access requires travel off maintained or paved roads.

ARTICLE 14 - CLAC HEALTH AND WELFARE TRUST FUND

14.01 The Union warrants and represents that the Union's Health & Welfare Trust Fund (the "Trust Fund") is established to provide insurance and related benefit programmes for the Plan Members. The Trust Fund is supervised by a board of trustees including Employer and Union trustees.

14.02 The Employer agrees to remit the amount outlined under Schedule "A" for health insurance coverage for each hour worked by each employee covered under this Agreement in accordance with the Remittances to the Union Article 7 and the Union's dues and remittance policy and directive.

14.03 The Employer will cooperate in providing information as necessary for the proper administration of the Trust Fund, including the information outlined in the Remittance to the Union provisions in Article 7 and the Union's dues and remittance policy and directive. The Employer further agrees to inform the Union of any changes in the above employee information.

14.04 The Trust Fund, will be responsible for the timely reporting of taxable benefit amounts attributable to participation in the Trust Fund. Such communication will be in the form of T4A information slips issued by the Trust Fund or any other documentation that may be required for reporting to Canadian provincial or federal tax authorities.

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

14.06 Ineligibility Due to Age

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

ARTICLE 15 - PENSION PLAN

- 15.01 The CLAC Pension Plan (“the Plan”), a defined contribution pension plan, is registered with the Canada Revenue Agency. The Plan applies to all employees covered by this Agreement.
- 15.02 New employees will join the Plan beginning from the first day of employment.
- 15.03 The Employer shall remit to the Union, for each eligible employee, an Employer contribution as indicated in Schedule “A”. Employer contributions will vest in accordance with the rules of the Plan.
- 15.04 The Employer’s contributions to the Plan will be non-refundable to the Employer once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- 15.05 The Employer agrees to deduct, by way of payroll deduction, and remit to the Union, additional voluntary employee pension contributions which are above and beyond those contributions outlined above. Employees must request such deductions by submitting a form provided by the Union to the Employer. The Employer will send a copy of the completed form to the Union along with the next remittance which includes such voluntary contributions.

- 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 made outside the employment relationship. For greater clarity, if employees exceed the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee by the Canadian Revenue Agency.
- 15.07 The Employer shall continue pension contributions during a period of injury insured under provincial workplace safety insurance legislation, to the extent required by such legislation.
- 15.08 The Employer will remit pension contributions to the Union as outlined in the Remittances to the Union article. Employer, and voluntary contributions, as the case may be, 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 the Remittances to the Union article, the Employer is responsible to compensate the Plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.

15.10 Ineligibility Due to Age

Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions will be paid to that employee as wages on each paycheque and treated as wages. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if they were still contributing to the Plan.

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.

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 employees.

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

- 16.02 Employees who are injured in the course of performing their duties and are unable to continue work shall be paid for their regular hours for the day of the injury.

An employee who is injured on the job and requires transportation from the work site to a local physician or hospital will receive such transportation provided by the Employer at the Employer's cost. Where an employee requires hospitalization for a period of more than seven (7) days, the Employer will provide transportation, at the Employer's cost, to an available treatment facility near the employee's home.

- 16.03 When the Employer requires that an employee attend training, including health and safety courses, first aid/CPR training or orientation for new employees, such attendance is time worked. The Employer will pay employees their regular wages, and remit to the Union for health benefit, pension and other fund contributions. Training time is time worked for the purposes of determining overtime rates and premiums as outlined in

the Hours of Work and Overtime provisions of this Agreement (article 10).

Travel time and mileage for training time are paid in accordance with the Transportation and Travel Time provisions (article 13) of this Agreement.

16.04 Employees have the right to refuse to work in inclement weather where such inclemency makes the work too dangerous to begin or continue working, subject to the Occupational Health and Safety Act, and the construction regulations pertaining thereto.

16.05 Health and Safety Committee

Where required a committee will be formed and will meet where required by the Employer's safety policies and by statute.

ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL

17.01 Employees are required to bring their own safety boots. The Employer will furnish employees with all additional personal protective equipment (PPE) required by Employer policy and by legislation including, but not limited to, the *Occupational Health & Safety Act* and applicable regulations. Such PPE will include, as needed, an approved hard hat, high visibility vests, safety gloves, fall protection gear suitable for each employee, eye protection, hearing protection, respirators and filters

suitable to the work being done, rubber boots and rain gear when required in the course of their duties, fire retardant coveralls and any other PPE. All such equipment shall remain the property of the Employer. Worn out safety equipment will be replaced by the Employer upon presentation of the worn equipment. The employees shall be held responsible for lost or worn out PPE due to abuse.

17.02 The Employer shall supply necessary tools for employees to perform their work with exception to those listed in Schedule B.

17.03 Employees shall be held responsible for the tools and equipment issued to them provided the Employer furnishes the necessary lockers, tool boxes or other safe place for storage.

17.04 Tool and Boot Allowance

As an allowance that is intended for the purchase of tools that are listed in Schedule "B", employees with more than one year of service time shall receive three hundred dollars (\$300.00) each year, paid with the last pay each May.

ARTICLE 18 - EDUCATION AND ASSISTANCE FUND

18.01 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 in the Remittances to the Union article and in the Union's remittance directive.

18.02 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.

18.03 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 19 - CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION FUND

19.01 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 in the Remittances to the Union article and in the Union's remittance directives.

19.02 The Industry Fund is used to promote CLAC's model of open shop Unionized construction representation. This is

achieved by industry development among stakeholders such as owners and purchasers of construction services, by advocating at municipal and provincial government, by representing open shop Union principles at industry conferences and events, and by advising the Union's leaders, including staff and Stewards, of opportunities and means to promote the CLAC model. The Industry Fund is used as determined by the Union to strengthen the position of the Union, its members and contractors.

19.03 The Industry Fund shall not be used to fund a grievance or other legal proceedings against any contactor signatory to CLAC or its affiliated local Unions.

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

20.01 The Employer shall grant leaves of absence – some of which are unpaid for the following reasons

- a. marriage of the employee;
- b. sickness of the employee or employee's immediate family up; up to the legislative requirements for personal emergency leave
- c. death in the immediate family;
- d. participation in Union sponsored training or other educational events;
- e. birth or adoption of the employee's child.

Employees shall give advance notice of planned absences, indicating dates of absence and return.

20.02 In the event an employee is absent from work for more than one (1) week due to illness or injury the Employer may request, at its own expense, that the employee provide written verification by a practicing physician, that the employee is fit to return to their 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.

20.03 An employee shall be granted one (1) week leave of absence to make arrangements for and to attend the funeral (memorial service, interment or inurnment) of immediate family members. The first three (3) days of such leave is paid by the Employer. Such leave is to be taken from the date of the death and until the day after the funeral (or memorial service, interment or inurnment). An employee may split the days of the leave in the event that a winter funeral is followed by a spring interment. Immediate family members shall include:

- a. The employee's parent, step-parent, foster parent or parent of their spouse,
- b. Children, step-children, foster children or grandchildren or step grandchildren of the employee and the employee's spouse,

- c. The spouse, of the employee's children, step-children and foster children;
- d. The employee's brothers or sisters.

20.04 Employees shall be granted two (2) days leave of absence to attend the funeral (memorial service, interment or inurnment) of extended family members. The first day of such leave is paid by the Employer. Such leave is to be taken from the date of the death and until the day after the funeral (or memorial service, interment or inurnment). An employee may split the days of the leave in the event that a winter funeral is followed by a spring interment. Extended family members shall include: sisters in law, brothers in law, aunts, uncles, nieces, nephews, cousins of the employee, grandparents, step-grandparents of the employee or the employee's spouse.

20.05 Further to the above, paid time for bereavement leave is limited to:

- a. days for which the employee can provide acceptable verification of the death of a family member including the date of the funeral, if requested by the Employer;
- b. the amount of time and wages that the employee lost as a result of such paid leave; and
- c. the employee's regular straight time rate of pay.

Unpaid time in addition to the above may be granted at the discretion of the Employer, upon request, as unpaid personal leave time.

20.06 Jury Duty and Selection

The Employer shall pay the regular wages of an employee while attending jury selection and while serving as a juror for the first ten (10) working days, less any daily stipend or reimbursement from the court, the employee:

- a. notifies the Employer immediately that he is required to attend court for jury selection; and,
- b. presents proof of service requiring the employee's attendance.

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, if the employee is on site. An employee shall be advised of the nature of the meeting prior to attending. The employee shall be accompanied by a Steward in accordance with Article 4.02.

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. If the Employer has attempted to reach the employee three times with either no response or the employee refuses to attend the meeting, the disciplinary action may be delivered in writing to the employee's address after a meeting has been held with the Steward. Such time to attend a discipline meeting is paid time per this Agreement.

ARTICLE 22 - GRIEVANCE PROCEDURE

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

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 Union representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the grievance procedure commencing with Step 1. The group of grievors shall be listed on the grievance form.

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

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

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) 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 The Unions will not file a grievance until after the effected employee brings the complaint to the attention of his immediate supervisor. If the supervisor does not promptly settle the matter to the employee's satisfaction,

an employee's proper grievance may be processed as follows:

Step 1

A grievance is to be filed within the five (5) days referred to in Article 22.04 above, in writing and shall be filed with the Employer by a Steward or a Union representative. The Employer shall notify the Union of its decision in writing within five (5) workdays following the day upon which the grievance was filed.

A grievance shall identify:

- the facts giving rise to the grievance,
- the section or sections of this Agreement claimed violated and
- the relief requested.

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

Step 2

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

the Step 2 meeting notice to the Employer. The Employer shall notify the Steward or Union representative of its decision in writing within five (5) days of such meeting.

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

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

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

ARTICLE 23 - ARBITRATION

23.01 If the parties fail to settle a grievance, the grievance may be referred to arbitration under the procedure contained herein. Notwithstanding the arbitration procedure contained herein, a grievance may be, at any time, referred to the Ontario Labour Relations Board for arbitration under the provisions of the Labour Relations Act, 1995.

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 final decision given in the grievance procedure. If no decision is given, notice must be given within fourteen (14) days of when that decision was due. No grievance will be referred to or considered at arbitration which has not been properly carried through the grievance and arbitration procedures in timely fashion

23.03 If a notice of desire to arbitrate is served, the two 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 arbitrators so appointed shall attempt to select, by agreement, a chairperson. If they are unable to agree upon a chairperson within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial chairperson.

23.04 No person may be appointed as chairperson 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 chairperson of the arbitration board governs.
- 23.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served in writing including by email or delivered in person.
- 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 their 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 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 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 chairperson of the arbitration board.
- 23.10 The arbitrator 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 Employees found to be wrongfully discharged or suspended will be reinstated with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the arbitration board.

23.12 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 circumstance surrounding the discharge or suspension, the arbitration board may substitute a penalty which, in its opinion, is just and equitable. This clause shall not apply to the discharge of a probationary employee.

23.13 Sole Arbitrator

Where the parties agree that a sole arbitrator is preferred to a panel, the party requiring arbitration will submit to the other party with the notice of arbitration, a list of three (3) suggested arbitrators. The other party shall either agree to one (1) of the three (3) or submit three (3) different arbitrators. In the event the party submitting the matter to arbitration is unwilling to agree to these three (3), the parties shall arrange a lottery from amongst the six

(6) arbitrators, drawing all six (6), in turn, and then requesting the arbitrators in the same order to hear the case. If the first arbitrator drawn is unable to convene a hearing within one month, the matter is sent to the second arbitrator drawn. The process will continue in that fashion until an available arbitrator has been found from amongst the six (6) or all of the six (6) arbitrators have been contacted in turn. If none of the six (6) arbitrators is able to convene a hearing within one (1) month the parties will remit the matter to the arbitrator that is available soonest.

ARTICLE 24 - DURATION

24.01 This Agreement shall be and shall remain in effect from February 1, 2021 to January 30, 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 sixty (60) days prior to the expiry 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 in a New Agreement will apply one day after the expiration of this expired Agreement.

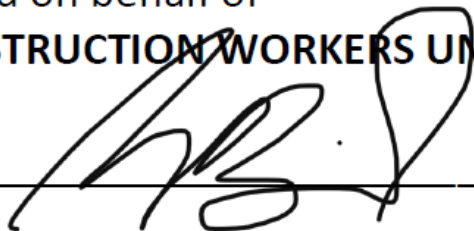
24.03 Until a new Agreement has been concluded all provisions in this Agreement shall remain in full force and effect.



DATED at Muskoka & Hamilton, this 23 day
of April, 2021.

Signed on behalf of
MUSKOKA'S POWER PROFESSIONALS INC.

Per 

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

Per 

Per  

SCHEDULE "A" - CLASSIFICATIONS AND RATES OF PAY

01-Feb-21

CLASSIFICATION	RATE	VACPAY 10%	BENEFITS	PENSION 8%	EAF	IF	TOTAL
Journeyman	\$35.00	\$3.50	\$1.70	\$2.80	\$0.20	\$0.20	\$43.40

01-Feb-22

CLASSIFICATION	RATE	VACPAY 10%	BENEFITS	PENSION 9%	EAF	IF	TOTAL
Journeyman	\$36.00	\$3.60	\$1.75	\$3.24	\$0.20	\$0.20	\$44.99

01-Feb-23

CLASSIFICATION	RATE	VACPAY 10%	BENEFITS	PENSION 10%	EAF	IF	TOTAL
Journeyman	\$37.00	\$3.70	\$1.80	\$3.70	\$0.20	\$0.20	\$46.60

Definitions for Schedule "A"

a. Newly Hired Journeymen:

- i. During probation, a newly hired Journeyman may be paid up to two dollars (\$2.00) less than the regular Journeyman rate.
- ii. After completing probation, until one year from first hire, a Journeyman may be paid up to one dollar (\$1.00) less than the regular Journeyman rate.

b. Responsibility Premiums: it is the Employer's sole discretion to appoint an employee to assist management with the day-to-day operation of work sites. Such premiums are:

Lead hand: 5%

Foreperson: 10%

c. Licensed trades possess a Certificate of Qualification in their trade or and interprovincial Red Seal or equivalent license acceptable to the Employer.

d. **Apprentice Pay Rates**

Apprentice pay rates and pension contributions are prorated to the licensed journeyman rates, as follows:

		FEB 2021	FEB 2022	FEB 2023
Term	% of JP	\$35.00	\$36.00	\$37.00
5th	80%	\$28.00	\$28.80	\$29.60
4th	70%	\$24.50	\$25.20	\$25.90
3rd	60%	\$21.00	\$21.60	\$22.20
2nd	50%	\$17.50	\$18.00	\$18.50
1st	45%	\$15.75	\$16.20	\$16.65

Any superior provision conferred via legislation shall prevail.

e. Prior to work commencing out of town*, the parties shall convene a pre-job meeting and conclude a pre-job agreement regarding terms and conditions, (where mutually agreed by the parties to amend those in this Agreement) travel, out of town allowances and schedule of payment for same, the weekly work schedule, etc. The parties will also determine if a project can be subdivided into components making a rotation of crews on an out of town project more feasible.

* Note: Out of town can be defined as requiring an overnight stay.

SCHEDULE "B" – TOOL LIST FOR TRADESPERSONS

REQUIRED TOOL LIST FOR ELECTRICIANS

- 9" Cutting (linesmen's pliers)
- Diagonal cutting pliers
- Channel Locks Pliers 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 stripper (all sizes up to #10 awg)
- Claw hammer
- 12" Cold chisel
- Plumb bob and chalk line
- 10" crescent wrench
- Centre punch
- Multi meter
- Torpedo Level
- Allen wrenches up to 3/8", metric up to 10mm

CLAC Member Centre

1-2555 Meadowpine Blvd.

Mississauga, ON L5N 5N3

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

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