



COLLECTIVE AGREEMENT

Between
JMR ELECTRIC LTD.

and
CLAC LOCAL 53

DURATION: January 1, 2025 to December 31, 2028

COLLECTIVE AGREEMENT

Between

JMR ELECTRIC LTD.

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 53

(hereinafter referred to as "the Union")

EXPIRED: December 31, 2028

TABLE OF CONTENTS

Article 1 - Purpose	1
Article 2 - Recognition	2
Article 3 - Union Representation	4
Article 4 - Labour-Management Communication.....	6
Article 5 - Strikes and Lockouts	7
Article 6 - Employment Policy and Union Membership.....	7
Article 7 - Check-Off	9
Article 8 - Wages and Rates of Pay	11
Article 9 - Hours of Work and Overtime	13
Article 10 - Vacation, Vacation Pay, Holidays and Holiday Pay	15
Article 11 - Paid Holidays	16
Article 12 - Seniority and Layoffs.....	17
Article 13 - Health Insurance and Pension Plan	21
Article 14 - CLAC Training Fund	27
Article 15 - Industry Fund	29
Article 16 - Travel Time and Out of Town Allowance	29
Article 17 - Tools, Boots, and Equipment	37
Article 18 - Leaves of Absence	39
Article 19 - Safety and Safety Legislation.....	42
Article 20 - Grievance and Arbitration Procedure.....	43
Article 21 - Discharge, Suspension and Warning	49
Article 22 - General and Miscellaneous.....	49
Article 23 - Duration	51
Schedule "A" - Wage Classifications and Hourly Rates	52
Schedule "B" - Required Tool Lists	56
Schedule "C" - Extended Schedule Project Agreements.....	60
Schedule "D" - JMR Comprehensive Safety Training Policy.....	65
Schedule "E" - JMR & CLAC Labour & Management Code of Professional Conduct.....	67
Schedule "F" - Supervisory Appointments And Definitions	71

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Expires December 31, 2028

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the parties to this Agreement:

- a. to recognize mutually their respective rights, responsibilities and functions;
- b. to provide and maintain working conditions, hours of work, wage rates and benefits;
- c. to establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d. to establish a just and prompt procedure for the disposition of grievances, and generally, through the full and fair administration of all the terms and provisions, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well being; and
- e. to establish working rules that enhances workplace harmony, efficiency and mutual prosperity of the Employer and its Employees.

- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer and Employees shall not be construed to deprive the Employer or Employees of such rights and privileges unless as specifically altered by this Agreement.
- 1.03 Any and all references to the masculine gender shall include the female gender and vice versa.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement applies to all electricians and electricians' apprentices, linemen and linemen apprentices, network cabling specialists, network cabling specialists' apprentices, and communication cable installers; all sheet metal workers and sheet metal workers' apprentices; all plumbers, plumbers' apprentices, steamfitters and steamfitters' apprentices, all refrigeration and air conditioning mechanics and refrigeration and air conditioning mechanic's apprentices, all millwrights and millwright's apprentices, all welders and welder's apprentices, all construction labourers, and all gasfitters in the employ of JMR Electric Ltd. in all sectors of the construction industry in the Province of Ontario save and except non-working foremen and persons above the rank of non-working foreman.
- 2.02 Non-working foremen, supervisors and other non-bargaining unit personnel shall not perform work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit if it causes the layoff of employees in the bargaining unit.

- 2.03 There shall be no revision, amendment or alteration of the bargaining unit or of any of the terms and provisions of this Agreement except by the mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by the mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the duly appointed representatives of Construction Workers Union, CLAC Local 53 are authorized to act on behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.05 The Union acknowledges that it is the function of the Employer:
- a. to manage the enterprise, including but not limited to the scheduling of work, determining the methods of performing work, determining the number of employees necessary to adequately perform the work at any time and the control of materials;
 - b. to maintain order, discipline and efficiency;
 - c. to hire, direct, transfer, promote, lay off, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee who has been disciplined or discharged without just cause shall be subject to the grievance procedure as outlined below.
- 2.06 Work normally performed by members of the bargaining unit will not be contracted out if employees qualified to do the

work are on layoff or if employees qualified to do the work must be laid off, demoted or discharged as the result of the contracting out of work. Where the Employer does contract out work, he shall endeavour to contract such work to other contractors which are signatory to collective agreements with CLAC.

2.07 The limit and scope of subcontracted work shall be governed by the following conditions:

a. The duration of a subcontracted relationship on any jobsite of bargaining unit work shall not exceed the duration of 6 consecutive months in a non-foreman role. If an extension is required due to an unforeseen circumstance or for distance projects with an extended stay, it shall be brought forward to the Union for discussion.

b. At no time shall the number of subcontracted employees performing bargaining unit work exceed a ratio of fifteen (15) percent of the bargaining unit.

2.08 Where the Employer has contracted the services of a subcontractor and then finds it necessary to reduce the workforce, all subcontractors and subcontracted employees must first be dismissed from active work before any bargaining unit employees are laid off, unless the assigned work has been refused.

ARTICLE 3 - UNION REPRESENTATION

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

- a. The Stewards are representatives of the employees in certain matters pertaining to this Agreement including the processing of grievances. The Union has the right to appoint one Steward for every thirty (30) bargaining unit employees based on the average number of employees in any three (3) month period. However, at no time shall the number of Stewards be less than three (3). If no Steward is on site then a Steward may be made available by telephone.
 - b. The Union's representatives are also representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and of enforcing the employees' collective bargaining rights and any other rights under this Agreement.
- 3.02 Stewards shall not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission shall not be withheld unreasonably and the Employer shall pay such Stewards at their regular hourly rates while reasonably attending to such matters.
- 3.03 The Union has the right to appoint the members of a negotiating committee, to a maximum of six (6). Employees on the committee shall be paid by the Employer at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the employees concerned but any such time shall not count towards hours worked for calculation of overtime.

- 3.04 The Employer may meet periodically with its 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.
- 3.05 There shall be no Union activity on Employer's time or on Employer's premises except that which is reasonably necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.06 The Union's representatives shall have the right to periodically visit jobsites, and in doing so shall observe required safety precautions and regulations. Prior to visiting a jobsite, the representative shall first obtain approval from the Employer's office which approval shall not be unreasonably withheld.
- 3.07 The Union shall have the right to communicate with employees via postings at jobsites; however, any such posting shall be first authorized by the Employer. Such authorization shall not be unreasonably withheld. Upon request and Employer approval, the Employer shall also allow the Union to communicate via information placed with employees' paystubs. Such authorization shall not be unreasonably withheld.

ARTICLE 4 - LABOUR-MANAGEMENT COMMUNICATION

- 4.01 The parties endeavour to schedule labour-management meetings as needed per year, upon request by either party during the life of this Agreement. The meetings shall serve as a forum for discussion and consultation between the parties.

- 4.02 The Employer shall appoint two (2) representatives and the Union shall appoint three (3) representatives (one of whom shall be the Union's representative) to the labour-management committee. The minutes shall record the business of each meeting, a copy of which shall be mailed to the Union office.
- 4.03 A committee member attending union-management meetings during regular working hours shall be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay the non-overtime hourly rate to an employee committee member for each meeting attended.

ARTICLE 5 - STRIKES AND LOCKOUTS

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

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

6.01 Hiring

- a. The Union and the Employer shall cooperate in maintaining a desirable and competent labour force. The Employer

shall notify the Union of manpower requirements, giving as much prior notice as possible. The Union shall provide a list of manpower available. The Employer at its discretion may hire employees listed or from other sources.

- b. To assist in the efficient placement of appropriately skilled employees, the Employer shall promptly inform the Union office of employees who are laid off, recalled, and when new employees are hired. The Employer shall also provide the names, addresses, and telephone numbers of these employees. The obligations of the parties regarding layoff are described more fully in Articles 12.04 to 12.10.

6.02 The Employer may hire new employees as needed provided that no new employee(s) will be hired while there are employees on layoff available and qualified to do the work.

6.03 New employees shall be hired on a five (5) month probationary period, after which they shall attain regular employment status. Their seniority shall be dated back to the date of their last hiring.

- a. Probationary employees are covered by the Agreement excepting those provisions which specifically exclude such employees.
- b. At any time during an employee's probationary period or at the conclusion of this period, his employment may be terminated for any reason (other than reasons prohibited under the laws of Ontario) and such termination shall not be subject in any manner to the grievance procedure except where required by law.

- 6.04 Neither the Employer nor the Union shall compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Employer and the Union.
- 6.05 The Union shall supply the Employer with “welcome packages” containing information about the Union for new employees which shall include a copy of the Collective Agreement. The Employer shall provide each newly-hired employee with such a package which package shall be prepared at the expense of the Union. Within a reasonable period of time before or after commencing work, any new employee will be referred by the Employer to a Steward or a CLAC representative in order to give such Steward or CLAC representative an opportunity to describe the Union's purposes and representation policies.
- 6.06 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

ARTICLE 7 - CHECK-OFF

- 7.01 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 described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire.

- 7.02 The total amount(s) 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.
- 7.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 7.04 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. first and last name;
 - b. rate of hourly pay
 - c. gross earnings;
 - d. total regular and overtime hours worked in the month for which such deductions are made;
 - e. dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
 - 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 (where the Union administers the Pension); and
 - h. Date of Birth (where the Union administers the Pension).
- 7.05 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:
- a. complete mailing address,
 - b. e-mail address,

- c. primary telephone,
- d. date of hire, and
- e. classification.

7.06 The Employer shall also record on a remittance any of the following changes in employment status;

- a. change in classification and
- b. job end date (for temporary, or permanent separation).

7.07 All contributions and deductions pursuant to Pension, CLAC Training Fund and Industry Fund shall be remitted together with and in the manner described for Union dues, as set out herein.

7.08 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

- a. Wage schedules applicable to various job classifications are as set forth on Schedule A.
- b. Wages are to be paid by direct deposit, to be placed in each employee's bank account no later than noon each Friday, covering the pay period up to and including the previous Saturday.

Employee pay stubs shall be delivered by email to employees. Should any employee have difficulty with accepting pay stubs by email, they shall notify management to make alternative arrangement for delivery of pay stubs.

- c. Where a pay error is made by the Employer and it is brought to the attention of the Employer, it shall be rectified on the next pay if the amount is one hundred dollars (\$100.00) or less, and shall be rectified by the end of the next business day if the amount is more than one hundred dollars (\$100.00).

- 8.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement and the rates for same shall be subject to negotiation between the Employer and the Union.
- 8.03 When, due to inclement weather, work has to be stopped, the Employer shall continue payment of the regular hourly rate until the foreperson on the job or management directs the employees to go home.
- 8.04 If the Employer bids on a job, the specifications of which call for the employment of some local labour or the paying of prevailing rates of pay or both, representatives of the owner of the project, of the Employer and of the Union shall meet to make a decision in regard to the employment of such labour or in regard to the prevailing rates to be paid or both.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 The regular work week shall consist of forty-two (42) hours, Sunday to Saturday inclusive, with typical in-town work hours of 8 ½ hours per day Monday through Thursday and 8 hours on Friday. From Victoria Day long weekend to Labour Day weekend, the typical in-town works hours will be 9 hours per day Monday to Thursday and 6 hours on Friday. Such hours shall not be construed as a guarantee of hours per week and do not create entitlement for overtime.
- 9.02 Work performed in excess of forty-two (42) hours per week, exclusive of paid travel time which shall not be used in determining overtime entitlements and which travel time shall not be paid at overtime rates of pay, shall be paid at the rate of one and one-half (1½) times the regular rate of pay.
- 9.03 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, worked hours shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for such hours, irrespective of weekly hours.
- 9.04 Where an employee (i.e. Foreman) performs work from their home or somewhere other than their regular place of work, it must be approved by senior management (President or VP of Operations) in advance. If not approved in advance, the time shall be paid at the regular rate of pay and shall not be considered for the purpose of calculating overtime.
- 9.05 **Shift Premium**
Employees shall receive a shift premium of three dollars and fifty cents (\$3.50/hour) per hour for work between 6:00 pm and 6:00 am. This premium only applies when work is scheduled to

take place within these hours and the Foreman has notified the office in advance.

For mandatory shut down work that is a continuation of a full work day coordinated to occur after regularly scheduled hours of work, shift premium of three dollars and fifty cents per hour (\$3.50/hr) shall be paid for all such hours of shut down work. Shut down work attracting this premium pay must be coordinated and approved in advance with management.

- 9.06 During each shift of eight hours or more there shall be two (2) daily rest periods (or coffee breaks) with pay of fifteen (15) minutes duration each, one (1) in the first half of the shift and (1) in the second half of the shift. During the second half of the shift following a lunch break the employee shall not miss the rest period to leave the job early, unless permission has been given by the Employer.
- 9.07 There shall be a one-half (1/2) hour lunch period without pay each day.
- 9.08 Where an employee is scheduled to work and arrives at work, but no work is available, he shall be paid a minimum of four (4) hours reporting pay. He may be required to work during those hours. In case of inclement weather, an employee is required to contact the Employer prior to coming to work to determine whether there is work available; if the employee fails to do so, arrives at work, and there is no work available due to inclement weather, the employee shall not receive reporting pay.
- 9.09 Where an employee is required to work on a service call outside his regular hours of work, he shall be paid for two (2) hours or the length of the call, whichever is greater.

ARTICLE 10 - VACATION, VACATION PAY, HOLIDAYS AND HOLIDAY PAY

10.01 Employees shall be entitled to vacation and holidays as follows:

Service Since Last Date of Hire	Total Vacation & Holiday Pay	Vacation Time
Less than 5 years	8 %	10 days
5 years or more, less than 10	10 %	15 days
10 years or more, less than 20	10.5 %	20 days
20 years or more	11%	25 days

Vacation Days

Employee vacations shall be tracked as days in most instances. An exception shall be for out of town jobsites with a four (4) day work schedule. One full work week of vacation shall be tracked as five (5) vacation days used, unless the vacation falls on a week that includes a statutory holiday. In this instance, the vacation will be tracked as four (4) days.

10.02 Combined Vacation Pay and Statutory Holiday Pay shall be paid out weekly, and such payment shall be included on the employee's regular pay cheque.

10.03 Work shall cease at noon on the Fridays before Victoria Day, Canada Day, Civic Holiday & Labour Day.

10.04 The summer vacation period is defined as the annual period from July 1 to Labour Day.

The Employer shall endeavour to grant a maximum of five (5) days of vacation time during the summer period to those employees who so request.

10.05 Advance Booking of Summer Vacation

By March 1 of each year, the Employer shall post a notice asking employees to submit their vacation requests for the summer period.

No later than March 15, employees shall submit any such requests in writing.

By April 1, the Employer shall advise each employee of vacation granted for the summer period.

The granting of requests shall be subject to operational requirements; where more employees have requested time off than can be accommodated, seniority shall prevail.

10.06 All Other Vacation Time Requests

After March 15, all other requests for vacation time (summer period or other time periods) shall be granted on a first-come, first-served basis. Where conflicting requests are received on the same day, seniority shall prevail.

The granting of requests shall be subject to operation requirements; where more employees have requested time off than can be accommodated, seniority shall prevail.

Employees shall endeavour to give the Employer two (2) months' notice of vacation requests and the Employer shall endeavor to respond to these vacation requests within fourteen (14) days of receiving it.

ARTICLE 11 - PAID HOLIDAYS

11.01 The Employer will observe the following ten (10) holidays:

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

11.02 Employees required to work on one of the above holidays shall be paid at the rate of one and one-half (1½) times the regular rate.

11.03 Public Holiday Observation

The Employer shall endeavour to provide the Union with as much notice as possible of its intention to substitute a regular workday for a holiday.

Such substitution may be made company-wide or on a jobsite basis, applying to all employees on that site. Any work performed as directed by the Employer on the substitute holiday shall be paid at the holiday rate in accordance with Article 11.02.

The Employer shall annually determine and issue a schedule of day observed as the Canada Day statutory holiday not later than May 15th of each year.

The Employer shall annually determine and issue a schedule of days observed as statutory holidays during the Christmas and New Year's period not later than February 28th of each year.

ARTICLE 12 - SENIORITY AND LAYOFFS

12.01 Seniority is the employee's length of service with the Employer since the employee's last date of hire. Seniority of employees shall be recognized within their respective trade and job classifications. New employees shall be placed on the

seniority list at the end of their probationary period and their seniority shall be dated back to the date of their last hire.

12.02 Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the seniority status of an employee within its jurisdiction.

The Employer will provide a copy of the seniority lists directly to the Union via courier or direct transportation or the Union may choose to review the lists at the Employer's Exeter office within forty-eight (48) hours of a request. Where the Union requests information from the Employer regarding employee assessments (pursuant to Article 12.10) or layoffs, within forty-eight (48) hours of a layoff, the three (3) workday time limit for submitting a grievance described in Article 12.10 shall be extended so that it runs from the date when the last requested information is received by the Union.

12.03 Seniority rights cease, and employment shall be considered terminated, for any employee who:

- a. voluntarily quits the employ of the Employer;
- b. is discharged and such discharge is not reversed through the grievance procedure;
- c. is laid off for a continuous period of more than twelve (12) consecutive months;
- d. fails, after receiving notification of recall to the employee's address on record with the Employer, to return to work from lay-off
 - i. within five (5) workdays when employed elsewhere

- ii. or within two (2) workdays when unemployed
 - iii. and fails to notify the Employer within two (2) workdays of the employee's intention to return; ...
 - iv. unless the employee makes definite arrangements with the Employer to return in a timeframe that is acceptable to the Employer.
- e. is absent from work for two (2) full workdays without notifying the Employer and without a justifiable reason for not notifying the Employer.

12.04 Layoffs

When the Employer deems it necessary to reduce the workforce, all temporary subcontractors performing bargaining unit work shall be dismissed as per 2.06, 2.07, and 2.08. If further reductions are necessary, all probationary employees shall be laid off before any regular permanent employee. If further reductions are yet necessary, the Employer shall be guided by the following considerations (not necessarily in this order):

- a. The Efficiency level of the employee
- b. The Productivity of the employee
- c. The Ability of the employee
- d. Willingness to travel of the employee
- e. Length of service by the employee

12.05 The Employer will notify the Union of layoffs, in writing (by fax or email) within twenty-four (24) hours of such layoff. Where possible, the Employer will advise the Union of job end dates of employees in advance of layoff.

12.06 Laid off employees shall also notify the Union office of their status.

12.07 Prior to a layoff, the Employer will conduct a written assessment of each employee within the group of employees to be laid off. Such assessment will consider all of the considerations within Article 12.04 to ensure transparency and to provide written documentation of the decision-making process. Upon request of the Union at the time of the layoff, the written assessments along with the list of laid off employees will be provided directly to the Union via courier or direct transportation. In the alternate, the Union may review these at the Employer's Exeter office. This provision does not apply where, without notice to the Employer, sites are shut down, closed or where the Employer's forces are denied access to site for reasons outside the control of the Employer.

12.08 As per Skilled Trades Ontario (STO) employees who have standing as fifth (5th) year apprentices with completed school terms and hours per apprenticeship contract agreement, shall have twelve (12) months to obtain their certificate of qualification for purposes of this article. Failure to obtain the certificate within that period shall result in the Apprentice being treated as a Journeyman Electrician for purposes of layoffs, unless such failure is due to the unavailability of spaces in trade school.

12.09 Notice of Layoff

- a. The Employer shall give one (1) week's notice of layoff or one (1) week of pay in lieu thereof to any employee who has accumulated five (5) or more years of seniority as at the date of layoff.
- b. The Employer shall not be required to give one (1) week's notice of layoff when equipment failure or shortage of

material cause a stoppage of operation or inclement weather interferes with the Employer's operation.

12.10 Any grievance in regard to a layoff must be taken up under the first step of the grievance procedure within three (3) workdays after the employee was given notice of the layoff.

12.11 Any employee who has been in the employ of the Employer for less than one year, and who voluntarily quits the employ of the Employer shall give at least one (1) week's notice to the Employer to enable the Employer to hire adequate replacement. An employee who has been in the employ of the Employer for one (1) year or more shall give two (2) weeks' notice.

ARTICLE 13 - HEALTH INSURANCE and PENSION PLAN

13.01 Health Insurance Plan

In order to protect the employees and their families from the financial hazards of illness and accidents, the Employer agrees to contribute the following for all employees who have accumulated six months of seniority. The eligibility period shall be reduced to three (3) months for new hires that have completed at least three (3) months of service with another CLAC Employer within the previous twelve (12) months.

- a. The Employer will make payment for the full cost of premiums monthly to the insurance carrier.
- b. The Employer will deduct from employee wages the premium cost for life, dependent life, accidental death and dismemberment, and long-term disability insurances. Participation in these coverages is mandatory for all

employees. The Employer will advise the members and the Union in advance of any changes to the premiums and amounts deducted.

c. The group insurance plan provides, among others, the following benefits:

- Employee life insurance in the amount of \$50 000, and dependent life in the amount of \$10 000 for spouse and \$5000 for each dependent child;
- Employee Accidental Death and Dismemberment coverage in the amount of \$25 000;
- Extended health care, including:
 - prescription drug card with a deductible equal to the dispensing fee;
 - out-of-country coverage;
 - licensed practitioner services in the amount of \$500 per calendar year; and
 - dental care with a \$25 individual/\$50 family deductible, providing 100% coverage for Basic and Supplementary Basic services at ever-current ODA rates.
- Long-Term Disability at 66.7% of the employee's first \$2250 of monthly earnings, plus 50% of any excess amount, to a maximum of \$4000, with a 120-day qualifying period.
- Vision care coverage for employees and dependent family members which covers \$350 every twenty-four (24) months for employees and their spouses and

every twelve (12) months for their dependent children under the age of eighteen (18). The insurance covers eye exams, as needed with OHIP as the first payer.

- d. Where an employee continues to work after having reached age 65, they shall continue to receive the health insurance benefits outlined in this article, with the exception of Long-Term Disability (which ceases in full at age 65) and life and accidental death/dismemberment insurance coverage which shall reduce by 50% at age 65. All benefit coverage ceases in full upon an employee turning 70.
- e. The Employer shall cease making payroll deductions to pay for the disability benefit(s) eight (8) months after the employee turns sixty-four (64) years of age.

13.02 The Employer may choose the insurance carrier to provide coverage of the group insurance plan. However, prior to a change in carriers being implemented, the Union shall be notified and shall have the right to examine the policy contract of the proposed new carrier. Any change in coverage, terms and conditions shall be subject to mutual agreement.

13.03 In the event of any interruption of work for any reason, other than sickness or accident, the Employer agrees to continue to pay its share of the premiums in accordance with the schedule in 13.01 (with the employee to pay his proportionate share (where applicable)) for the insurances outlined in Article 13.01 for the following number of months in addition to the month during which the interruption of work occurred:

Seniority to less than 5 years	1 month
5 - 10 years seniority	2 months
10 years or more seniority	3 months

13.04

- a. In the event of sickness or accident, the Employer agrees to continue to pay its share of the premiums in accordance with the schedule in 13.01 (with the employee to pay his proportionate share (where applicable)) for all insurances outlined in Article 13.01 for a period of three (3) months. In case of sickness, the Employer may require a doctor's certificate in order to continue to pay the premiums.

- b. In the event of sickness, injury or accident as recognized under the Workplace Safety and Insurance Act, the Employer agrees to continue to pay its share of the premiums in accordance with the schedule in 13.01 (with the employee to pay his proportionate share (where applicable)) for the benefits outlined in Article 13.01 (Life Insurance, Accidental Death and Dismemberment, Health Benefit Plan, Dental and Long Term Disability) for a period up to and including twelve (12) months from the date of the incident and based upon the levels of coverage in effect prior to the date of incident.

13.05 The Employer shall continue to pay its share of the premiums in accordance with the schedule in 13.01 (with the employee to pay his proportionate share (where applicable)) for apprentices while they are in school. The apprentice must pay his share of the contributions for the duration of his schooling prior to coverage being implemented or continued.

13.06 In all of the above cases, Employer contributions are contingent upon an employee maintaining, where applicable, his share of contributions.

13.07 Where any employee has opted for family coverage and the employee loses his life while in the employ of the Employer, the Employer shall pay 100% of the health benefit premiums for the covered spouse and covered family members for a period of one (1) year subject to and in accordance with the express provisions of the health benefit insurance plan.

13.08 CLAC Pension Plan

All employees covered by this agreement shall participate in or shall continue to participate in the CLAC Registered Pension Plan (“the Plan”) in accordance with the Plan’s express terms and conditions.

13.09 For all employees who have accumulated six months of seniority, the Employer shall remit to the Union an Employer contribution as indicated below. Employer contributions will vest in accordance with the rules of the Plan. The eligibility period shall be reduced to three (3) months for new hires that have completed at least three (3) months of service with another CLAC Employer within the previous twelve (12) months.

JMR ELECTRIC LTD.

COLLECTIVE AGREEMENT: JANUARY 1, 2025 – DECEMBER 31, 2028

Length of Service	Employer Contribution (% of gross wages)			Employee Contribution (% of gross wages)	Total To Pension		
	2026	2027	2028		2026	2027	2028
Up to 5 years	6.5%	7%	7.5%	3.00%	9.5%	10%	10.5%
5 years or more, less than 10	7%	7.5%	8%	4.00%	11%	11.5%	12%
10 years or more, less than 15	7.5%	8%	8.5%	5.00%	12.5%	13%	13.5%
15 years or more, less than 20	8%	8.5%	9%	6.00%	14%	14.5%	15%
20 years or more	9.5%	10%	10.5%	6.00%	15.5%	16%	16.5%

13.10 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.

13.11 Plan Administration

- a. The Employer shall deduct by way of payroll deduction and remit to the Plan, voluntary employee pension contributions in addition to those contributions outlined above. A request for such deductions shall be submitted in a format provided by the Plan.
- b. In the event of sickness, injury or accident as recognized under the Workplace Safety and Insurance Act, the Employer shall continue to pay its share of contributions

towards the Pension Plan for a period of up to a maximum of twelve (12) months from the date of injury and at the same level as prior to the injury. In all of the above cases, Employer contributions are contingent upon an employee maintaining, where applicable, his share of contributions.

ARTICLE 14 - CLAC TRAINING FUND

14.01 The parties recognize the importance of training employees in their trades, in health and safety, and of training union stewards in progressive labour relations.

The Employer shall contribute to the Union's Training Fund an amount per hour worked for each employee as outlined in Schedule "A" and remitted as outlined in Article 7.

14.02 The Employer shall grant reasonable unpaid time for union stewards to attend steward training arranged by the union (which time shall not exceed six (6) working days per year). The Employer shall be given at least two (2) weeks' notice of such training.

14.03 JMR Comprehensive Safety Training Policy

- a. Time spent completing and maintaining the requirements of the JMR Comprehensive Safety Training Policy (the "Training Policy") as outlined in Schedule "D" of this Collective Agreement, is paid by the Employer at the employee's regular hourly rate and subject to overtime. The hourly rate is as found in Schedule "A" and includes responsibility premiums. Hourly premiums for out-of-town projects and travel time will not be paid for training time.

- b. The amount of time paid is limited to the course duration laid out in the Training Policy, unless there are justified reasons for a longer course.
- c. Course length may change from time to time. Any changes will be communicated between the Employer and the Union.
- d. In order to be paid for training time, Employer approval to attend is required, employees must coordinate attendance and enrolment with the Employer, and the certificate for the training must be received by JMR.
- e. If the Employer does not schedule a required course or a re-certification of a required course within thirty (30) days prior to expiry, the employee may enrol in such course of their choosing and will advise the Employer and approval will not be unreasonably withheld.
- f. Failure to maintain safety certification per the Training Policy may result in suspension until such requirements are completed. Employees so suspended shall be reinstated without loss of seniority upon completion of the training requirements.
- g. The Employer shall endeavour to schedule safety training courses during work hours upon consideration of course and job site requirements, course availability, class size, cost, and other relevant considerations. Such time is paid by the Employer. Coordination of such courses shall be made by the Employer's Health & Safety Coordinator.

14.04 **Basics of Supervision Training**

The Employer shall ensure that all employees designated as Foreperson by the Employer shall attend a Basics of Supervision course within three (3) months of such designation. Employees shall attend the course on paid time at the employee's regular rate of pay as described in Article 14.03.

14.05 As required and directed by the Employer, employees who attend skills development and enhancement courses shall complete the course and time spent is paid at the employee's regular rate of pay described in Article 14.03.

ARTICLE 15 - INDUSTRY FUND

15.01 The Employer shall contribute to the Union's Industry Fund an amount for each hour worked by each employee covered by this agreement as outlined in Schedule "A" and remitted as outlined in Article 7.

The Industry Fund shall be used by the Union for the promotion of the industry, to promote unionized construction, and for other purposes as determined by the Union to strengthen the position of the Union and its members in the industry.

ARTICLE 16 - TRAVEL TIME AND OUT OF TOWN ALLOWANCE

16.01 **Definitions**

The following terms are used with the meanings set out below:

- a. "**Local Project**" is a project to which employees commute daily.

- b. **“Out-Of-Town Project”** is a project where an employee stays overnight in employer-arranged accommodations. Generally, this applies at greater than 135 kilometres distance calculated according to 16.05.
- c. **“Extended Schedule Project”** is an Out-of-Town Project with a regular work schedule of more than six (6) consecutive workdays.
- d. **“Home”** refers to the employee’s principle (permanent) place of residence, unless alternate accommodations have been made by the employee.

16.02 The Employer, at its discretion, may assign local, out-of-town, and extended schedules to any project.

16.03 **Travel Time and Pay**

Where an employee must travel to work on a project, all time spent travelling one-way to a project shall be paid at the regular rate of pay but will not be considered as time worked for the purpose of calculating overtime.

16.04 Travel time shall be the time according to Google Maps for the shortest driving distance. Unless paid by employer, the use of toll roads and international travel shall not be considered. All travel times are rounded to the nearest quarter ($\frac{1}{4}$) hour.

16.05 A “free zone” of thirty-five (35) kilometres measured from the Employer’s Exeter shop, marshalling point, and the employee’s home if driving direct, will be established for Local Projects. No travel time will be paid to work on a project located in a free zone.

16.06 When calculating travel time for the purposes of 16.04, the following rules will apply:

- a. Travelling from the Employer's Exeter shop in an employer vehicle:

Travel time is calculated from the Employer's Exeter shop to the project.

- b. Travelling from a marshalling point in an Employer vehicle to a Local Project: Travel time is calculated from the marshalling point to the project.

- c. Travelling from a marshalling point in an employer vehicle to an Out-of-Town Project: Travel time is calculated from the employee's home to the project.

- d. Travelling direct to project in any vehicle: Travel time is calculated from the employee's home to the project.

- e. For paragraphs (b) and (d), 20 minutes shall be deducted from travel time on Local Projects to recognize the thirty-five (35) kilometre free zone.

- f. In all cases, travel time calculated under this provision shall not exceed the travel time from the Exeter Shop to the project. For employees hired out of the Kemptville area, travel time calculated under this provision shall not exceed the travel time from the Kemptville Shop to the project. The current jobs in Chalk River and Stittsville shall remain under the current travel provisions until the completion of those jobs.

16.07 General Principles Regarding Travel and Travel Allowances

Travel arrangements must be communicated to management. Employer approval is required for all travel plans, including

coordination of rides in Employer vehicles (when available), and marshalling points.

The Employer shall endeavour to provide employees with a minimum notice of two (2) weeks when transferred to an Out-Of-Town Project, notwithstanding unforeseen circumstances, and a minimum of two (2) days notice for other job transfers. Foremen shall be given as much advance notice as possible, in order to efficiently use the man power.

It is the responsibility of the Employee to inform the Employer of changes to their home address.

- 16.08 Loading and unloading time is paid time at regular wages and is subject to overtime.
- 16.09 For employees whose regular place of work is at the Employer's Exeter shop and whose duties are transportation of material/equipment or an employee performing a billable service call (excluding warranty and deficiency work), their workday includes two-way travel and the hours shall be paid at regular wages and included for purposes of calculating overtime.
- 16.10 Departure from the Employer's Exeter shop and projects are planned to minimize travel time. When the Employer requests that employees remain at work past the end of the scheduled workday on the last day of an Out-Of-Town Project, the Employer will advise whether use of toll routes is approved.
- 16.11 Travel time shall only be paid for the initial commute to an "out-of-town project" each calendar week. Additional trips, that have not been requested by the employer, shall not be paid.

16.12 Transportation

Employees shall be obligated to travel together as much as possible to eliminate unnecessary usage of company vehicles.

16.13 All purchases of work vehicles for the transportation of employees shall be equipped with working air conditioning systems.

16.14 The employer shall provide a gas card for fuel purchase for each workplace vehicle travelling to extended schedule projects. The gas card shall be entrusted to an employee approved by management. Such employees shall sign the Employer's fuel card policy.

16.15 If an employee is required by the Employer to use his personal vehicle for transportation in between projects, the employee shall be paid fifty-five cents (\$0.55) per kilometre for all kilometres driven upon submission of a proper expense claim.

16.16 If the Employer requests an employee to use their personal vehicle for transportation to or from a project, the Employer shall reimburse the employee for fuel purchases upon submission of receipts accompanying a proper expense claim. An employee is not entitled to fuel purchase reimbursement where the employee voluntarily chooses to use his personal vehicle for transportation to and from a project.

16.17 Overnight Accommodations

The Employer along with a site foreperson will negotiate overnight accommodations with consideration given to the employees' best interests and the job cost.

16.18 Subsistence Allowances

A subsistence allowance for each day worked (statutory holidays included) at an Out-of-Town Project will be paid (this shall include days spent in training while out of town). The subsistence allowance rates are as follows:

- a. Forty-nine dollars (\$49.00) for projects with travel distance of five hundred (500) kilometres or fewer.

Effective January 1, 2027: Increase rate to \$51.00

Effective January 1, 2028: Increase rate to \$53.00

- b. Fifty-two dollars (\$52.00) for projects with travel distance of five hundred one (501) kilometres and greater up to seven hundred (700) kilometres.

Effective January 1, 2027: Increase rate to \$54.00

Effective January 1, 2028: Increase rate to \$56.00

16.19 When an employee travels to the project on the day before the scheduled start of the work week, a subsistence allowance of fifty percent (50%) of the applicable subsistence rate will be paid for one (1) travel day.

16.20 Subsistence allowance shall be paid by direct deposit into each employee's bank account for the previous week worked, no later than the following Tuesday, barring bank holidays. Employee pay stubs shall be delivered by email to employees. Should any employee have difficulty with accepting pay stubs by email, they shall notify management to make alternative arrangement for delivery of pay stubs.

16.21 Hourly Premium for Out-of-Town Projects

Where employees are staying out of town at a project from five hundred one (501) kilometres up to seven hundred (700) kilometres from the Employer's Exeter shop and the employee is travelling five hundred one (501) kilometres or more to the project, the hourly premium shall be one dollar and fifty cents (\$1.50) per hour.

16.22 Where employees are staying out of town at a project that is seven hundred one (701) kilometres or greater from the Employer's Exeter shop and the employee is travelling seven hundred one (701) kilometres or more to the project, the hourly premium shall be two dollars and fifty cents (\$2.50) per hour.

16.23 Extended Schedule Project Agreements

For a project that the Employer wishes to designate an Extended Schedule Project, the parties shall agree to terms of an Extended Schedule Project Agreement.

Such agreement shall be implemented as follows:

- a. The Employer may commence start-up of the project with up to one (1) foreperson per trade prior to executing the agreement.
- b. Prior to the commencement of any other work at the project (i.e. other than that work allowed under paragraph (a)):
 - i. The Employer shall notify the Union that the project has been acquired and propose an Extended Schedule Project Agreement including the items set out in 16.23.

- ii. The Employer and the Union shall reach agreement on the terms of work at the project and such agreement will not be unreasonably withheld.
- c. The Union will have a minimum of two (2) weeks to review and reply to a proposed agreement. The Union may negotiate amendments to the proposed agreement.
- d. All such agreements will be in writing and signed by the Employer and the Union.
- e. Subsequent amendments to such an agreement may be made by mutual consent. Such amendments will be in writing and signed by the Employer and the Union.

16.24 An Extended Schedule Project Agreement will address the following:

- a. The schedule of travel.
- b. The schedule of work including days worked and days off. Extended schedules are generally planned as ten (10) days on and four (4) days off, or nine (9) days on and five (5) days off.
- c. The daily hours of work.
- d. Overtime averaging. Unless otherwise agreed, hours worked over the schedule will be averaged for the purpose of determining the hours worked per day or week, and for calculating entitlement to overtime pay.

16.25 There may be situations where the parties are required to waive all or part of this article in order to successfully acquire work. Such a waiver is permitted for a specific job only if both parties have mutually agreed upon this course of action in writing ten (10) days prior to the commencement of the job.

16.26 Employees may submit receipts associated with parking for reimbursement as part of the Tool, PPE & Work Clothing Reimbursement in Article 17.02, and will be reimbursed at the same time as described in Article 17.02. In order to be eligible for reimbursement, the employee must submit parking receipts on the employee's first work day of each month for the previous month, and all receipts must have the employee's name and the name of the job written on it. If the receipts are missing the required information or are submitted late, the Employer shall not be required to reimburse the employee for those receipts.

ARTICLE 17 - TOOLS, BOOTS, and EQUIPMENT

17.01 All tradespersons shall supply their own hand tools, as per the tool list attached to this agreement. Consumable items (e.g. drill bits) shall be replaced by the Employer.

- Employees are not required to bring to site tools not often used. With notice, the employee must have such tools available for use.
- The Employer shall provide timely transportation of employee job boxes and tools from work areas to new work sites. Employees shall ensure that their personal tools are properly labelled with their name and project destination.
- The Employer shall provide adequate and secure storage space for tools on sites, subject to space restrictions set by the General Contractor.

- Employees are expected to insure their tools. In the event of theft of personal tools if forced entry is evident the Employer shall reimburse the insurance deductible up to a maximum of two hundred (\$200) dollars.

17.02 Tool, PPE and Work Clothing Reimbursement

The Employer agrees to reimburse all employees who have completed probation for the purchase of workwear, safety footwear, PPE (prescription safety glasses), tool insurance, tools and tool batteries for use on Employer projects to a maximum of five hundred dollars (\$500.00) once per calendar year. You must be a current and active employee to submit for reimbursement. Parking receipts may also be submitted, as per Article 16. 26.

Employees who have completed their probationary period and who become eligible mid-year shall have the annual amount pro-rated.

Reimbursement Claims

If not submitting an original receipt, the photocopy must include the employee's name clearly printed on the original receipt prior to making the photocopy.

Claims must be submitted between January 1 and January 31 each year.

The Employer will issue a reminder notice in early January to employees to submit for reimbursement.

Reimbursement will be issued no later than February 28.

17.03 The Employer shall provide employees with legally required safety related equipment not required in Article 17.01. All

such provided equipment will remain the property of the Employer. The Employer will also provide legally required permits required for work performed by employees.

The Employer shall make safety harnesses and lanyards available for all employees when required.

17.04 Interest-Free Loan for Tools

The Employer shall grant interest-free loans of up to five hundred (\$500) dollars for the purchase of tools for use on Employer projects. The loan shall be re-paid at the rate of twenty-five dollars (\$25.00) per pay period withheld from employee wages. Where employment is terminated, the Employer may withhold the outstanding loan balance from the final wages of the employee.

To qualify for the loan, the employee must submit a receipt for the tool purchased in advance, or alternatively, within 14 days of receiving the tool loan. Failure to provide the receipt may result in cancellation of the loan and deduction of the outstanding amount from the employee's next pay.

A receipt proving a tool purchase can be used for both the annual tool reimbursement and the tool loan.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 The Employer shall grant leaves of absence without pay and without loss of seniority rights for the following circumstances:

- a. marriage of the employee, with the understanding that no combination of unpaid leave of absence and vacation may

exceed two weeks during the summer period of July 1 to Labour Day;

- b. serious illness of the employee or a member of his immediate family;
- c. death in the immediate family; or
- d. any other reason agreed between the parties.

The Employer may, at its discretion, grant further leaves of absence without pay and without loss of seniority rights.

Whenever possible, requests for leaves identify a start and end date for the leave.

18.02 The above shall not preclude extensions for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.

18.03 The immediate family in this Article shall mean: designated spouse or child. Designated spouse means either a spouse by marriage or common law. Relatives include those related by marriage and/or adoption.

18.04 If an employee is bereaved of a member of his immediate family, the employee shall be granted a five (5) day leave with pay to make arrangements for and to attend the funeral. Pay shall be for days that the employee would normally have worked.

18.05 If an employee is bereaved of a parent, he shall be granted a three (3) day leave with pay to make arrangements for and to attend the funeral. Pay shall be for days that the employee would normally have worked.

18.06 An employee who has completed the probationary period and is bereaved of a brother, sister, grandchild(ren), mother-in-law, father-in-law, grandparent, sister-in-law, brother-in-law, daughter-in-law, or son-in-law, shall be granted a leave of absence of one (1) day with pay for time lost from regular work plus up to an additional two (2) unpaid days at the discretion of the employee. The days granted shall be in conjunction with the day of death and the days surrounding the funeral and burial, as well as the settling of the estate.

18.07 If a request to attend a visitation or a funeral is made by an employee, the request shall not be unreasonably withheld by management. The employee shall arrange their own transportation.

18.08 An employee must inform Human Resources (HR), in writing or orally, before starting an unscheduled absence that he or she will be taking an unscheduled absence. If an employee has to begin the leave before notifying HR, the employee must inform HR as soon as possible after starting it.

The employee shall give a reason for their absence. HR may follow up with the employee or site Forman for more information. If HR is away (vacation, sick, etc.), or if the employee is unresponsive and has not returned a call by 9:30 am, management may follow up with the employee.

If an employee neglects to inform office management (HR) of an unscheduled absence by 9:30 am, without a valid reason for the lack of notification, they will forfeit one (1) “vacation day” for the same calendar year.

18.09 If an employee takes an unscheduled absence immediately preceding a scheduled absence, vacation days will be applied

for the additional days of absence unless employee provides proof of legitimate absence outside their control. If the absence falls within the “summer” period or the employee does not have any remaining vacation days, then disciplinary action will be imposed unless employee provides proof of legitimate absence outside their control.

ARTICLE 19 - SAFETY AND SAFETY LEGISLATION

19.01 The parties are committed to safe work sites, practices, and policies. An employee may be disciplined for violating safety requirements and the Union may grieve the failure to provide safe work sites or equipment.

19.02 The parties agree to abide by all relevant legislation and accompanying regulation, on matters including but not limited to health and safety, human rights, and employment standards.

19.03 The parties agree to work together to foster a respectful work environment.

19.04 Employees are required to follow the Employer’s policies and procedures, which can be found for reference at the Head Office/Shop and in site trailers. Additionally, policies and procedures shall be distributed to each employee.

Failure to comply with Policies and Procedures may result in discipline pursuant to Article 21 of the Collective Agreement.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

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

20.02 "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.

20.03 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.

20.04 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.

20.05 The Union 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 20.04, 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.

20.06 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.

20.07 Arbitration

The parties will exhaust all avenues available to them by which they might voluntarily resolve a grievance before referring a matter in dispute to arbitration. That is, while the parties are active at attempting in good faith to resolve a grievance, while they are gathering evidence and while they are in dialogue in person by phone or email and honouring time lines for replies that they give each other, a matter won't be referred to arbitration. During such time, the time limits contained herein are deemed waived by mutual consent. Neither party will claim to be prejudiced by such extension of time limits and neither will seek the dismissal of a grievance on the basis of timeliness due to such extension of time limits.

Where either party believes that efforts at resolution are not yielding the desired result, that party may give notice that it no longer waives time limits and that it will proceed to arbitration as outlined below.

20.08 Mediation

The parties may agree that a matter be mediated. If they agree in writing to do so, the arbitrator selection process will proceed as below, listing arbitrators known for their willingness and ability to mediate. Further, it is the same arbitrator who will render a final and binding decision if mediation fails to achieve a settlement of the grievance. This "med-arb" procedure will cease upon notice from one party to the other and to the arbitrator-mediator that is withdraws its agreement to mediate. The arbitrator then will proceed to arbitrate the dispute.

20.09 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, at any time, may be referred to the Ontario Labour Relations Board for arbitration under the provisions of the Labour Relations Act, 1995.

- 20.10 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fifteen (15) days after receiving the final decision given at article 20.05 above. If no decision is given, notice must be given within fifteen (15) days of when that decision was due.
- 20.11 With notice of desire to arbitrate, the party requiring arbitration will submit to the other party a list of three (3) arbitrators the party suggests for arbitrating the matter. The other party will reply with either notice that it agrees to one (1) or more of the three (3) or a list of three (3) alternate 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.
- 20.12 Notices of desire to arbitrate and of nominations of an arbitrator shall be served in writing including by email or delivered in person.

- 20.13 If a party refuses or neglects to answer a grievance at any stage of the grievance and arbitration procedure, the other party may commence arbitration proceedings. If the party in default refuses or neglects to appoint an arbitrator in accordance with this article, the party not in default may appoint, upon notice to the party in default, may appoint an arbitrator to hear the grievance. The arbitrator's decision shall be final and binding upon both parties.
- 20.14 An arbitrator has the jurisdiction, power and authority to give relief for default in complying with the time limits set out in this article where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 20.15 Each of the parties hereto will bear, jointly and equally, the expense of the arbitrator.
- 20.16 An arbitrator is not 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 and arbitration procedure.
- 20.17 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 arbitrator.

Where the arbitrator 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 arbitrator may substitute a penalty which, in the arbitrator's opinion, is just and equitable.

ARTICLE 21 - DISCHARGE, SUSPENSION AND WARNING

21.01 The Employer shall follow the principle of progressive discipline when issuing discipline to employees; however, this does not prevent the Employer from issuing significant discipline when the offence warrants it, regardless of whether prior discipline was issued to that employee.

21.02 As the first step of disciplinary action, the Employer or his representative may orally discuss the matter of concern with the employee. Where further disciplinary action is required, such discipline shall be placed in writing, with a copy to the employee and another copy to the Union's regional office.

21.03 An employee may be disciplined, suspended or discharged for just cause by the Employer. Within five (5) workdays following suspension or discharge, the employee shall submit and commence the grievance at Step 2 of the grievance process.

ARTICLE 22 - GENERAL and MISCELLANEOUS

22.01 Lunchroom

On jobsites where adequate facilities are not already present, the Employer may, where the duration and size of the job economically justifies the expenditure, provide a properly heated and maintained shelter to be used as a lunch room. Where lunchrooms have been provided, employees shall be responsible to keep the area clear of garbage, recyclables, and damage.

22.02 Dirty Jobs

When it is mutually agreed that a job is excessively dirty, the Employer shall make coveralls and gloves available to the employees, who shall return them at the completion of the job. The coveralls shall be cleaned as required by the Employer. Dirty jobs shall be defined as those in which there is excessive carbon black, metal dust, grease, oil, or chemicals.

22.03 Clean-Up

On all jobs, employees shall be allowed reasonable time necessary prior to the normal workday quitting time in order to put away personal tools and Employer equipment, and clean up. Clean up shall include, but is not limited to; cleaning of work area, placing garbage and recyclables in designated containers, organizing or replacing materials back in designated material storage, placing tools in secure location as directed. Failure to comply may result in discipline.

22.04 Medical Certificates

Where the Employer requires that an employee provide the Employer with a medical certificate or note, the Employer shall reimburse the employee for any fee charged by the medical practitioner for the production of such a certificate or note.

ARTICLE 23 - DURATION

23.01 This Agreement shall be effective as of the first (1st) day of January, two thousand-twenty-six (2026) and shall remain in effect until the thirty-first (31st) day of December, two thousand twenty-eight (2028). For greater certainty, no amounts, rights, obligations, payments or benefits specified under this agreement are earned or payable retroactively and shall only commence upon the date of execution of this Agreement.

23.02 It is agreed that written proposals of changes desired by either party be presented to the other party at least thirty (30) days prior to the expiration date of the contract whenever this is possible.

DATED at Exeter, ON, this 9th day of March 2026.

Signatures on file

SCHEDULE “A” - WAGE CLASSIFICATIONS AND HOURLY RATES

	Responsibility Premiums			
	% of JP Rate	January 1, 2026	January 1, 2027	January 1, 2028
Journey person	-	\$47.40	\$49.00	\$50.90
Lead Hand	5%	\$49.77	\$51.45	\$53.45
Foreperson 1	10%	\$52.14	\$53.90	\$55.99
Foreperson 2	16%	\$54.98	\$56.84	\$59.04
Foreperson 3	21%	\$57.35	\$59.29	\$61.59

- Percentages listed above are percentages of the Journeyperson Rate.
- Supervisory responsibilities and definitions outlined in Schedule “F” of this Collective Agreement.

Total Compensation Schedules

JOURNEYPERSONS

	Wage	VP*	Pension**	Benefits	E&A	IF	Tool & Boot	Total
01-Jan-2026	\$47.40	\$4.98	\$3.56	\$2.31	\$0.19	\$0.20	\$0.25	\$58.89
01-Jan-2027	\$49.00	\$5.15	\$3.92	\$2.39	\$0.20	\$0.20	\$0.25	\$61.11
01-Jan-2028	\$50.90	\$5.34	\$4.33	\$2.48	\$0.21	\$0.20	\$0.25	\$63.71

- VP shown at 10.5% for illustration
- Pension shown at 7.5%, 8% & 8.5% in 2026, 2027 & 2028 for illustration purposes. See Article 13 for details.
- Health shown as approx. Employer cost per hour.

Entitlement to vacation pay, pension, Health Care benefits, and Tool Allowance is dependent on tenure with the Employer and is

described more fully in the corresponding Collective Agreement articles.

APPRENTICES

Apprentices shall be paid no less than the applicable percentage of the Journeyman rate, in accordance with the Regulations issued under the *Apprenticeship and Certification Act, 1998*.

Apprentices shall be paid the following hourly rate based on skill, technical development, attitude and commitment:

(minimum % of JP Rate)	January 1, 2026	January 1, 2027	January 1, 2028
JP RATE	\$47.40	\$49.00	\$50.90
1st term (45%)	\$21.33	\$22.05	\$22.91
2nd term (50%)	\$23.70	\$24.50	\$25.45
3rd term (60%)	\$28.44	\$29.40	\$30.54
4th term (70%)	\$33.18	\$34.30	\$35.63
5th term (80%)	\$37.92	\$39.20	\$40.72

Apprentices shall be indentured as soon as possible after hiring. Apprentices are sponsored by the Employer through Skilled Trades Ontario (STO) according to the guidelines set forth in the apprenticeship contract. Apprentices must become a member of the STO or other provincially established regulatory body that replaces the STO.

Apprentices who notify HR that they have achieved the required hours for their term (1800/term inclusive of work and school) shall be bumped up to the next term's wage rate, as per their hours, within two (2) pay periods following achieving their hours, following confirmation of hours by HR. Otherwise, the Employer will bump

JMR ELECTRIC LTD.

COLLECTIVE AGREEMENT: JANUARY 1, 2025 – DECEMBER 31, 2028

apprentices to the next term at fixed times through the year (typically three times per year).

STUDENTS, CO-OP STUDENTS AND LABOURERS

	January 1, 2026	January 1, 2027	January 1, 2028
Student	\$17.85	\$18.10	\$18.35
College Co-op	Equal to 1st Term Apprentice		
Labourer	\$21.00	\$21.50	\$22.00
Intermediate	\$25.25	\$26.00	\$27.00
Skilled	\$30.40	\$31.40	\$32.40
Highly Skilled	\$33.50	\$34.30	\$35.10

Students are employees enrolled in secondary or post-secondary studies and are employed only for the summer vacation period or other school breaks or employed on a part-time or casual basis during the school year or are persons participating in a co-op program through a secondary or post-secondary educational institution, unless otherwise mutually agreed by the parties.

PROBATIONARY RATES

Probationary employees shall be paid at a rate set by the Employer according to experience and ability to do the work, but such rate shall not be below eighty percent (80%) of the applicable post-probationary rate. A probationary employee who is a licensed journeyman shall be paid ninety percent (90%) of the Journeyman rate during probation, unless the parties agree otherwise.

ANNUAL PREMIUM FOR ADDED SKILL AND RESPONSIBILITY

The following premiums shall be paid once per year, at the pay period immediately prior to Christmas:

JMR ELECTRIC LTD.

COLLECTIVE AGREEMENT: JANUARY 1, 2025 – DECEMBER 31, 2028

Position	Premium
Master	\$1000
Backflow	\$500
Gas G-1	\$2000
Gas G-2	\$750
Gas G-3	\$250
Medical Gas	\$500
JH&SC	\$500
Union Steward	\$500
AZ/DZ License	\$500 when licence is used on a permanent basis
AZ/DZ License	\$250 when licence is used on an occasional basis

These premiums shall be paid to employees who have the valid licenses or certificates and who use the associated skills or knowledge in the course of their duties for the Employer.

An employee who intends to obtain the above licenses or skills shall first discuss this with the Employer in order to determine whether the Employer will be able to make use of those skills.

Any employee who earns a license or certificate during the year will have the appropriate premium pro-rated for the portion of the year during which he held the license or certificate.

LEGISLATION AND REGULATION

Should any government legislation or regulation increase rates contained in this Agreement, the Agreement's rates shall automatically conform.

SCHEDULE “B” - REQUIRED TOOL LISTS

Employees reporting for work without the required tools may be subject to discipline.

Electrical Journeypersons and Apprentices:

Tools	1st	2nd	3rd	4th	5th	JP
Tool Box and Pouch	✓	✓	✓	✓	✓	✓
Strippers	✓	✓	✓	✓	✓	✓
Side Cutters	✓	✓	✓	✓	✓	✓
Linesman’s pliers	✓	✓	✓	✓	✓	✓
Screwdrivers set-Flat, Robbie’s, Phillips, etc.	✓	✓	✓	✓	✓	✓
Claw Hammer	✓	✓	✓	✓	✓	✓
Channel Locks, Water Pump Pliers	✓	✓	✓	✓	✓	✓
25’ Measuring Tape (combination metric and imperial)	✓	✓	✓	✓	✓	✓
Needle nose Pliers	✓	✓	✓	✓	✓	✓
File	✓	✓	✓	✓	✓	✓
9” Torpedo Level	✓	✓	✓	✓	✓	✓
Cordless Drill	✓	✓	✓	✓	✓	✓
Hack Saw	✓	✓	✓	✓	✓	✓
Drywall Saw	✓	✓	✓	✓	✓	✓
Live Electrical “BUZZ” Tester	✓	✓	✓	✓	✓	✓
10” Cold Chisel		✓	✓	✓	✓	✓
Allen Wrench Set		✓	✓	✓	✓	✓
Nut Driver Set		✓	✓	✓	✓	✓
Aviation snips – red, yellow, green		✓	✓	✓	✓	✓
Knockout Punch Set (1/2”-2”)		✓	✓	✓	✓	✓
Flash Light		✓	✓	✓	✓	✓
SDS Hammer Drill - cordless or corded		✓	✓	✓	✓	✓
Hole Saw Kit			✓	✓	✓	✓
Cat 3 Clamp on Multi Meter			✓	✓	✓	✓
Box end Wrench Set			✓	✓	✓	✓
Socket Set				✓	✓	✓
9” Cable Cutters				✓	✓	✓
Current Code Book.						✓

JMR ELECTRIC LTD.

COLLECTIVE AGREEMENT: JANUARY 1, 2025 – DECEMBER 31, 2028

Plumber Journeypersons and Apprentices:

Tools	1st	2nd	3rd	4th	5th	JP
Tool Box	✓	✓	✓	✓	✓	✓
Pliers	✓	✓	✓	✓	✓	✓
9” Torpedo Level	✓	✓	✓	✓	✓	✓
25’ Measuring Tape (combination metric and imperial)	✓	✓	✓	✓	✓	✓
Screw Driver Set-Flat, Red, Robbie’s, Phillips	✓	✓	✓	✓	✓	✓
Nut Drivers Set	✓	✓	✓	✓	✓	✓
Claw Hammer	✓	✓	✓	✓	✓	✓
Knife	✓	✓	✓	✓	✓	✓
Mini Copper Cutters	✓	✓	✓	✓	✓	✓
1/2” – 1 5/8” Copper Tube Cutters	✓	✓	✓	✓	✓	✓
Striker	✓	✓	✓	✓	✓	✓
Dry Wall Saw	✓	✓	✓	✓	✓	✓
Cordless Drill	✓	✓	✓	✓	✓	✓
File	✓	✓	✓	✓	✓	✓
Adjustable Wrench	✓	✓	✓	✓	✓	✓
Combination Wrench Set	✓	✓	✓	✓	✓	✓
10” Cold Chisel	✓	✓	✓	✓	✓	✓
Hacksaw	✓	✓	✓	✓	✓	✓
18” Pipe Wrench		✓	✓	✓	✓	✓
24” Pipe Wrench		✓	✓	✓	✓	✓
2’ square		✓	✓	✓	✓	✓
Plum bob		✓	✓	✓	✓	✓
Allen key set (Metric and Imperial)		✓	✓	✓	✓	✓
Vice Grips		✓	✓	✓	✓	✓
Linesman Pliers, Side Cutters		✓	✓	✓	✓	✓
Aviation Snips-red, yellow, green		✓	✓	✓	✓	✓
Mini Sledge		✓	✓	✓	✓	✓
Flashlight		✓	✓	✓	✓	✓
Copper Cutters up to 2 5/8”		✓	✓	✓	✓	✓
Basin Wrench		✓	✓	✓	✓	✓
Speed Wrench Set		✓	✓	✓	✓	✓

JMR ELECTRIC LTD.

COLLECTIVE AGREEMENT: JANUARY 1, 2025 – DECEMBER 31, 2028

SDS Hammer Drill - cordless or corded		✓	✓	✓	✓	✓
		✓	✓	✓	✓	✓
2' Level			✓	✓	✓	✓
Pry Bars			✓	✓	✓	✓
Socket Set			✓	✓	✓	✓
Needle Nose Pliers			✓	✓	✓	✓
15/16 wrenches				✓	✓	✓
1 1/8" wrenches				✓	✓	✓
Copper Cutters Up to 3"				✓	✓	✓
Hole Saw Kit				✓	✓	✓
Speed Bits				✓	✓	✓
Chalk Line				✓	✓	✓
Current Code Book.						✓

Sheet Metal Worker Journeypersons and Apprentices:

Tools	1st	2ⁿ_d	3rd	4th	5th	JP
Tool box or pouch	✓	✓	✓	✓	✓	✓
Aviation snips-red, yellow, green	✓	✓	✓	✓	✓	✓
Tanners hammer	✓	✓	✓	✓	✓	✓
Screw driver set – Flat, Robbie’s, Phillips, etc.	✓	✓	✓	✓	✓	✓
5/16" nut driver	✓	✓	✓	✓	✓	✓
¼" nut driver	✓	✓	✓	✓	✓	✓
9/16" combination wrench	✓	✓	✓	✓	✓	✓
9/16" deep socket cw/3/8" drive ratchet	✓	✓	✓	✓	✓	✓
25' measuring tape (combination metric and imperial)	✓	✓	✓	✓	✓	✓
Hacksaw	✓	✓	✓	✓	✓	✓
Cordless Drill	✓	✓	✓	✓	✓	✓
Bull snips		✓	✓	✓	✓	✓
6" pliers		✓	✓	✓	✓	✓
12" adjustable wrench		✓	✓	✓	✓	✓
8" vice grip		✓	✓	✓	✓	✓
10" C-clamp		✓	✓	✓	✓	✓
Scratch awl		✓	✓	✓	✓	✓

JMR ELECTRIC LTD.

COLLECTIVE AGREEMENT: JANUARY 1, 2025 – DECEMBER 31, 2028

9" torpedo level		✓	✓	✓	✓	✓
Utility knife		✓	✓	✓	✓	✓
Small sledge hammer		✓	✓	✓	✓	✓
10" Cold chisel		✓	✓	✓	✓	✓
Grinder-electric or cordless		✓	✓	✓	✓	✓
Flash light		✓	✓	✓	✓	✓
SDS Hammer Drill - cordless or corded		✓	✓	✓	✓	✓
Crimpers			✓	✓	✓	✓
10" channel lock pliers			✓	✓	✓	✓
Drywall saw			✓	✓	✓	✓
14" dividers			✓	✓	✓	✓
Pop rivet gun			✓	✓	✓	✓
Double bar marking gauge			✓	✓	✓	✓
Half round file			✓	✓	✓	✓
Small triangle square				✓	✓	✓
Hex key sets – metric, SAE				✓	✓	✓
Duct puller				✓	✓	✓
Plumb bob				✓	✓	✓
Socket set				✓	✓	✓
Combination wrench set				✓	✓	✓
10" C-clamp vice grip (by now you have 2 of each)				✓	✓	✓
8" vice grips				✓	✓	✓
Electric Shears				✓	✓	✓
Sheet Metal Pocket Book					✓	✓
Duct-U-lator					✓	✓
Sheet Metal fitting stencil					✓	✓

SCHEDULE “C” - EXTENDED SCHEDULE PROJECT AGREEMENTS

RE: Example Project

Further to Article 16 of the Collective Agreement, the following are the site specific terms and conditions for an Example Project (herein after “EP”).

SCHEDULE: Crews scheduled on a two week “10 and 4” cycle:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
--	Travel + work = 13.5 max	11.5	11.5	11.5	10.5	8
0	11.5	11.5	3 + travel home	--	--	--

WORK HOURS: Overtime after 88 hours worked – pay averaged over two weeks.

Article 9.07 (i.e., minimum payment per day of 4 hours) is waived to allow for a shortened work day with return travel. The waiver is limited to that scheduled instance.

In the event the project work schedule allows as determined by the Employer in coordination with the onsite forepersons, the “10 & 4” schedule shall be reduced to a “9 & 5” work schedule providing the following provisions are met (including, but not limited to): site restrictions (by owner or GC), by laws, supervision, and site meetings. A “9 & 5” work schedule shall be implemented as follows:

JMR ELECTRIC LTD.

COLLECTIVE AGREEMENT: JANUARY 1, 2025 – DECEMBER 31, 2028

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
--	Travel + work = 13.5 max	11.5	11.5	11.5	10.5	8
8	11.5	6 + travel	--	--	--	--

HOURLY PREMIUM: \$1.50 premium to the regular hourly wage rate for all hours worked.

TRAVEL REIMBURSEMENT: Travel time paid as actual time travelled to site. If travel time exceeds the average travel time of 7.5 hours from departing the Employer’s Exeter shop to site without valid reason (i.e. road conditions, traffic), employees will not be paid for the lost time. Total hours on “day one” (travel to site plus work hours on site) shall not exceed 13.5 hours.

Employees travelling from southwestern Ontario will meet at the Employer’s Exeter shop for departure at a mutually agreed time on the first Monday of the schedule.

SUBSISTENCE ALLOWANCE: Dependent upon schedule, ten or nine days paid of subsistence allowance per cycle. Subsistence allowance shall be forty-five (45) dollars per day as per the Collective Agreement. If absent from work, an employee will not receive the daily subsistence allowance in cases where legitimate reasons for the absence are not established.

LODGING: Dependent upon schedule, nine or eight nights of accommodation are provided by the Employer.

JMR ELECTRIC LTD.

COLLECTIVE AGREEMENT: JANUARY 1, 2025 – DECEMBER 31, 2028

The Employer along with a site foreperson will negotiate the best possible rate with the employees' best interest and job cost factored.

Employees wishing to make living arrangements independent of or in lieu of the provided lodging may make such a proposal to the Employer. If agreed upon, the employee will receive financial rental reimbursement the first week of the following month in accordance with Article 16.17. The rental coverage will not be more than the cost of—lodging accommodations but may be less dependent on employee's rental agreement (lesser of the two, dependent on Employer review and acceptance). Work trucks are also a factor in management decisions.

SUNDAY WORK: If an employee requests to work on a Sunday, pay will be a regular pay rates. If management requests an employee to work on a Sunday, the premium of 1.5x pay for work on Sunday shall apply.

In the event that a 9 and 5 work schedule is in effect, Sunday work shall be a regular rate of pay (no premium pay).

SUMMER PERIOD: If a 10 and 4 schedule is being used, for the period of Canada Day to Labour Day, the work schedule may be amended to a 5 day single week period. The decision to implement a 5 day schedule shall be subject to a vote by employees assigned to work at the jobsite. The majority vote shall determine whether to implement a 5 day schedule for the summer period or to remain with the existing schedule. The entire workforce shall work the schedule determined by the majority decision.

There shall not be an option for a 5 day work schedule for the summer period in the event that a 9 and 5 work schedule is being followed.

STORAGE: Work trucks are travelling to site. Secured job boxes on site are for the Employer's and employees' tools.

NOTICE: The Employer will provide employees with two weeks' notice prior to starting on site, notwithstanding unforeseen circumstances.

ASSIGNMENT: Employees to be assigned to EP a maximum of one (1) year (12 months) before reassignment to another non-extended schedule project elsewhere. Reassignment to EP, or any other Extended Schedule Project, shall not occur until after six (6) months on a non-extended schedule project. Such time period limits may be waived by the employee.

Forepersons and Lead Hands to determine the duration of their assignment directly with the Employer.

EMERGENCIES: for emergencies (as determined by management), the Employer will provide or pay for an immediate return travel.

DETAINED TRAVEL: In the event that inclement weather suspends travel to site or return to Exeter, the Employer will provide overnight accommodations and cover related expenses, equivalent to subsistence allowance. At the discretion of the employee, hours of work missed can be made up during the work cycle or on Sunday (if approved by the Employer).

TRAINING: The parties will endeavour to schedule required training courses local to EP.

JMR ELECTRIC LTD.

COLLECTIVE AGREEMENT: JANUARY 1, 2025 – DECEMBER 31, 2028

VACATION: If an employee has been granted vacation time, it is their responsibility to return to site according to the work schedule. In the event the Employers' operational requirements requires a split shift (i.e. Crew 1 & 2) and there is seating available within the work vans/trucks, the Employer, where possible, will assist in coordinating travel with the employee, to and from the site.

SCHEDULE “D” - JMR COMPREHENSIVE SAFETY TRAINING POLICY



(as developed through the Joint Health and Safety Committee)

Course	Completion Timing	Expiry/ Recertification	Apprentices & Labourers	Journeyper sons	Foreperson s & Lead Hand	Format	Estimated Duration (hrs)
GROUP 1							
4-Steps Worker Awareness	Prior to starting date	N/A	✓	✓	✓	Online	0.75
WHMIS	Prior to starting date	5 years/Internal	✓	✓	✓	Online	2.00
Working at Heights Recertification	Prior to starting date Prior to expiry	3 years	✓	✓	✓	In class/ Online	8.00 4.00
Elevated Work Platforms	Prior to start	5 years/Internal	✓	✓	✓	In-class	5.00
WHMIS Refresher	Annually	Annually	✓	✓	✓	Online	1.00
GROUP 2							
Lock out Tag Out	Within 2 years of hire	3 years/Internal	✓	✓	✓	Online	1.50
Hoisting and Rigging	Within 2 years of hire	5 years/Internal	✓	✓	✓	In class	6:00
Asbestos Awareness	Within 2 years of hire	5 years/Internal	✓	✓	✓	Online	0.75
Standard First Aid and CPR Recertification	Within 2 years of hire Prior to expiry	3 years	✓	✓	✓	In class	15.00 8.00
Arc-Flash Training	Within 2 years of hire	3 years/Internal	x•	Encouraged , not required	✓	Online	6.00
GROUP 3							
Basics of Supervision	Within 3-months of promotion/responsibility assignment.	N/A	x•	x•	✓ [Lead hands as directed by Employer]	In class	16.00

JMR ELECTRIC LTD.

COLLECTIVE AGREEMENT: JANUARY 1, 2025 – DECEMBER 31, 2028

Additional training may be required and paid, as mutually agreed, to meet specific site, project or legislative training requirements.

The format and duration times may be amended where new training platforms become available.

Certifications completed prior to employment by the Employer may be considered acceptable. The Employer's Health & Safety Coordinator will review to ensure the Employer's standards and ministry guidelines are met.

SCHEDULE “E” - JMR & CLAC LABOUR & MANAGEMENT CODE OF PROFESSIONAL CONDUCT

The Parties to this Collective Agreement embrace the purpose and commit to the intent of this Code of Professional Conduct (hereinafter “the Code”).

The Code shall not give rise to, or constitute, a violation of this Collective Agreement.

Part 1: Member and Union Responsibilities

To ensure the Code meets and maintains its goals, the Union representatives, staff and stewards shall encourage all members to:

1. Meet their responsibilities to the Employer and their fellow workers by arriving on the job ready for work every day on time (Absenteeism and tardiness will not be tolerated).
2. Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods or by agreement of the Employer.)
3. Meet their responsibility as highly skilled craft workers by providing the tools stipulated in this Agreement while respecting those tools and equipment supplied to the Employer and co-workers.
4. Use and promote the union training and certification systems so they may continue on the road of lifelong learning, thus ensuring members are highly trained and valued.

JMR ELECTRIC LTD.

COLLECTIVE AGREEMENT: JANUARY 1, 2025 – DECEMBER 31, 2028

5. Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met.
6. Be productive and keep inactive time to a minimum.
7. Meet their responsibility to eliminate disruptions on the job and safely work towards on-time completion of the project in an auspicious manner
8. Respect the client’s property (waste and property destruction, such as graffiti, will not be tolerated).
9. Show respect for the Union, the client and Employer by dressing in a manner appropriate for professional tradespersons. For example, offensive words and symbols on clothing and buttons are not acceptable.
10. Respect and obey Employer, GC and client rules and policies.
11. Follow safe, reasonable and legitimate management directives

Part 2: Employer and Management Responsibilities

The Employer has the responsibility to manage their jobs effectively and, as such, commit to the following responsibilities under the Code:

Employer and Management Commitment:

Quality: Create and communicate clear expectations for quality.

Safety: Commit to establishing workplaces that promote a goal of sending all workers home safely in keeping with OSHA standards.

Productivity: Make sure projects are appropriately staffed and have all necessary tools and material, as well as the information they need to be productive

1. Provide worker recognition for a job well done.
2. Ensure that all required tools and equipment are readily available to all employees.
3. Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and materials are readily available in a timely manner
4. Provide the necessary support and problem-solving skills to jobsite supervision.
5. Management will take ownership of its decisions and actions.
6. Encourage employees, but if discipline is necessary, be fair and consistent.
7. Create and maintain a safe work environment by providing site-specific training and proper equipment, and by following occupational health and safety guidelines.
8. Promote and support continued education and training for employees while encouraging career-building skills.
9. Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the client with a key performance indicator of the value of the Code.
10. Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project.

JMR ELECTRIC LTD.

COLLECTIVE AGREEMENT: JANUARY 1, 2025 – DECEMBER 31, 2028

11. Cooperate and communicate with the job steward and Union representatives.
12. Honour and engage in the best safety practices and fulfill the responsibilities set forth in the Occupational H&S Act, applicable regulations and in the Employer's Health and Safety Policy.
13. When the Employer lays-off or terminates the employment of ineffective employees, the Employer will notify the union when it reports the separation of employment along with the job end date.

SCHEDULE “F” - SUPERVISORY APPOINTMENTS AND DEFINITIONS

Supervisor Responsibilities

Forepersons and Lead Hands shall be designated by the Employer based on experience and leadership qualities. The Employer considers the complexity of projects from start to finish. Lead Hands and forepersons are considered working forepersons.

Supervisory Progression

An employee maybe eligible for a supervisory promotion based on experience and leadership qualities at the Employer’s discretion. Ordinarily, once promoted, an employee maintains his/her responsibility rate regardless of immediate project assignment.

Supervisor Definitions

Lead Hand appointed by the Employer based on Employer need and the employee’s exceptional skill and/or leadership ability. Lead Hands are generally responsible to assist forepersons and to supervise an individual system within a project.

Foreperson I appointed by the Employer and has experience supervising less complex projects or is assigned responsibility for a small crew of employees or is responsible for a sub-scope of a more complex project while working under the supervision of a Foreperson II or III.

Foreperson II appointed by the Employer and has supervising experience with complex projects and is assigned

responsibility for more employees or for one or more Lead Hand or Foreperson I.

Foreperson III appointed by the Employer has significant experience supervising large complex projects and is appointed by the Employer, generally for the term of a project or multiple projects. A FP III may be assigned responsibility for a large number of employees including multiple Lead Hands and other Forepersons. A FP III may also coordinate multiple disciplines within the scope that are not performed by the Employer and may direct forepersons employed by employers engaged as sub-trades to the Employer.

This is the end of Schedule “F” and of the Collective Agreement.

Below is the JMR supervisory responsibility policy, a chart indicating levels of responsibility. This chart is not part of the Collective Agreement but will be included in the booklets for reference.



JMR Supervision Responsibilities

Forepersons and Lead Hands shall be designated by the employer based on their experience and leadership qualities; to include the complexity of a project(s) from start to finish. All forepersons positions shall be considered as a Working Foreperson.

Supervision Responsibilities (including but are not limited to)	LH	FP I	FP II	FP III
	Daily organization and control of project labour within scope of responsibility (including sub-contractors, as applicable), equipment, and materials to ensure Employer standards of quality, safety, efficiency, production levels and professionalism are maintained by the project team. Maintain site cleanliness, accountability, and the full understanding of project documents regarding the scope of work.	Assist FP or individual system	√	√
Shall maintain daily organization and control of the project in the absence of the foreman or as required on a smaller project where a regular foreman is not available but overseeing. Review/sign off and submittal of employee time sheets.	√	√	√	√
Preparation towards daily, weekly, monthly scheduling. Assist in the project schedule development with Project Manager/Coordinator (site or office).	Assist FP	√	√	√
Daily organization and control of one or more complex projects running at the same time. Excluding finishing stages of a small/less complex project and the beginning of the next project (example).			√	√
Project identified as the Prime Contractor and assigned duties. Excluding a small/less complex systems project.			√	√
Directing/Coordinating multiple FPs from other employer trades or disciplines.				√
Direct Supervision of project employees (project average). *Projects may have multiple tiers of FPs to assist with project responsibilities*	≤5	≤10	≤25	>25

CAMBRIDGE MEMBER CENTRE

45 Commerce Crt
Cambridge, ON N3C 4P7
T: 519-653-3002
TF: 877-701-2522
F: 519-653-3004
cambridge@clac.ca

CLAC RETIREMENT

1-800-210-0200
retire@clac.ca

CLAC BENEFITS

1-800-463-2522
easternbenefits@clac.ca

CLAC APPRENTICESHIP

1-877-701-2522
apprenticeshipcentral@clac.ca

CLAC TRAINING

1-877-701-2522
trainingcentral@clac.ca

CLAC JOBS

1-877-701-2522
jobscentral@clac.ca

clac.ca/myCLAC