



COLLECTIVE AGREEMENT

Between

DEVRIES POWER & UTILITY SOLUTIONS

and

CLAC LOCAL 52

DURATION: May 1, 2026 - April 30, 2029

COLLECTIVE AGREEMENT

Between

JERRY TRAFFORD POLE LINE CONSTRUCTION LTD.

operating as

DEVRIES POWER & UTILITY SOLUTIONS

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION,

CLAC LOCAL 52

(hereinafter referred to as "the Union")

DURATION: May 1, 2026 - April 30, 2029

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement (“this Agreement”), which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b. to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c. to establish an equitable system for the promotion, transfer, layoff and rehire of employees;
 - d. to establish a just and prompt procedure for the disposition of grievances; and
 - e. through the full and fair administration of all the provisions contained within this Agreement to achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.
- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 Wherever the singular or masculine are used in this Agreement, the same shall be construed to mean the plural or the feminine where the context or the parties hereto so require.

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- 1.04 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder, which shall continue in full force and effect and be considered as if this Agreement had been executed without the invalid portion.
- 1.05 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act* and the *Occupational Health and Safety Act*.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit Scope

The Employer recognizes the Union as the exclusive bargaining agent for all construction employees in the employ of the Employer in all sectors of the construction industry, and for all maintenance employees in the employ of the Employer, working in the Province of Ontario, save and except non-working forepersons and persons above the rank of non-working foreperson and any employees for whom another bargaining agent holds valid and subsisting bargaining rights.

- 2.02 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification may be removed from or

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added to the bargaining unit except by mutual agreement, in writing, of the parties.

- 2.03 The parties may, on a project basis, to be competitive, or to address specific concerns not addressed herein, amend the terms of this Agreement for the duration of the project. Such agreement shall be made in writing and signed by the parties.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Provided such actions are consistent with the terms of this Agreement, the Employer's rights include but are not limited to the following:

- a. the right to maintain order, discipline and efficiency; to make, alter and enforce rules, policies and practices to be adhered to by its employees provided such rules, policies and practices are not inconsistent with any of the provisions of this Agreement;
- b. the right to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, rehire and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
- c. the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities, the right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and

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

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

3.03 Sub-contracting

The Employer may, at its sole discretion, subcontract work normally performed by employees covered by this Agreement provided that no qualified employee is laid off as a result, or no qualified employee is available for recall or available during the recall period in accordance with the Layoffs, Recalls and Employment Rights provisions (in Article 12). Any such subcontracting shall be considered by the Employer and Union to be specifically excluded from and not within the scope of the bargaining unit description set out in the Union recognition clauses (in Article 2), such that the terms and conditions of this Agreement shall have no application to the employees employed by subcontractor.

ARTICLE 4 - UNION REPRESENTATION

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

4.01 The Union's Representatives

- a. Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any rights under this Agreement and under the law.
- b. Union Representatives shall have the right to periodically visit job sites without disrupting productivity and without unreasonable intrusion into the Employer or its clients' premises. The Union Representatives shall report to the site superintendent or foreperson upon arriving at a worksite and shall abide by all necessary protocol determined for the site by the Employer, site management and the client.

4.02 Stewards

- a. The Union has the right to select or appoint stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to administer the Agreement.

The Employer agrees to recognize union stewards as appointed by the Union and upon being informed by the Union of these appointments.

- b. The Union acknowledges that stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection

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

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

4.03 Negotiating Committee

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

The number of employees on the Union bargaining committee shall not exceed the total number of stewards appointed.

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

ARTICLE 5 - STRIKES OR LOCKOUTS

5.01 During the term of this Agreement, or while negotiations for a further agreement are being held the Union will not permit or encourage any strike, slowdown, or any stoppage of work

or otherwise restrict or interfere with the Employer's operation through its members.

- 5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work.

ARTICLE 6 - EMPLOYMENT POLICY

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of labour requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Employer at its discretion may hire employees listed or from other sources.
- 6.02 To assist in the efficient placement of appropriately skilled members the Employer will inform the Union when employees are laid off and when new employees are hired, upon such lay off or hire.
- 6.03 The Employer shall, as a matter of policy, promote from within the existing workforce whenever possible, at the Employer's discretion. Employees who are interested in a promotion shall advise the Employer in writing.
- 6.04 New employees will be hired on a six (6) month probationary period and thereafter shall attain regular employment status. During the probationary period, the following shall apply;

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- a. Regular Union dues, fees and remittances are to be deducted and remitted, as the case maybe, from the first day of employment.
- b. Probationary employees are covered by this Agreement, excepting those provisions, which specifically exclude such employees.
- c. Employees laid off during probation and rehired by the Employer within three (3) months shall not serve a new probationary period but continue with credit for probation already served.
- d. The discharge of probationary employees shall not become the subject of a grievance, unless the Union alleges such discharge is discriminatory, arbitrary or in bad faith.

6.05 Students

- a. The term “student” shall be applied to an employee hired to work in the bargaining unit during a school study break. A student is enrolled in secondary or post-secondary education or intends to begin or return to secondary or post-secondary education. A student who performs work incidental to that of employees in the bargaining unit while on placement with the Employer in conjunction with a secondary school or college co-operative education program is excluded from the bargaining unit.
- b. Students will not perform work in a trade scope unless they are qualified to do so.

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- c. A student is not eligible for contributions or payments pursuant to the health fund and pension provisions contained herein and specifically found in Articles 13 and 14 of this Agreement.
- d. A student does not accrue or retain recall rights pursuant to the layoff, recall and employment rights provisions contained herein and specifically found in Articles 6 and 11 of this Agreement. Students may progress through the wage grid on the basis of total accumulated hours worked or length of time employed as the case may be.
- e. When the conditions described in (a) above no longer apply, the Employer may terminate the former student's employment or offer the former student regular employment subject to all of the conditions of the Agreement. Where a student does become a regular employee the probation period and any other waiting periods pursuant to this Agreement shall be waived. Such an employee's employment date pursuant to the Employment Policy article and the Layoffs, Recalls and Service Credit article (Articles 6 and 11) and notwithstanding any other employment rights provisions, herein, shall thereafter be the date on which he becomes a regular employee.

**ARTICLE 7 - UNION DUES, REMITTANCES, AND DATA
COLLECTION**

- 7.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to the Union dues as set by the National Convention of the Union

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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, middle and last name;
 - b. work location/job site;
 - c. rate of hourly pay;
 - d. any hourly premiums;
 - e. gross earnings;
 - f. total regular and overtime hours worked in the month for which such deductions are made. (If an employee earned both 1½ and double time overtime premiums, these hours shall be recorded separately);

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- g. dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
 - h. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
 - i. Social Insurance Number; and,
 - j. date of birth.
- 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;
 - e. classification, including trade certificate number and apprenticeship level or year.
- 7.06 The Employer shall also record on a remittance any of the following changes in employment status;
- a. Change in classification, level or apprenticeship year;
 - b. Job end date (for temporary, or permanent separation).
- 7.07 All contributions and deductions pursuant to Articles relating to the Health and Welfare Plan, the Pension Plan, the Education and Assistance (Training) Fund, and the Industry Fund shall be remitted together with and in the

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manner described for Union dues, as set out here in this Article.

- 7.08 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union.
- 7.09 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.

ARTICLE 8 - WAGES AND RATES OF PAY

- 8.01 Wage rate schedules applicable to various job classifications are as set forth in Schedule "A" attached hereto and made part hereof. The wages shall apply to all work performed by the employees.
- 8.02 Wages shall be paid bi-weekly, within five (5) calendar days following the end of the pay period, by direct deposit and shall be accompanied by a separate statement identifying both the Employer and employee, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings, amounts of deductions, net earnings and contributions to the Unions Health Fund and Pension Fund.
- 8.03 In the event that a new classification is established by the Employer the wage rate applicable for such a newly established classification shall be subject to negotiation

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

8.04 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may assign employees to another classification at their usual rate of pay provided the employee is qualified to do that work.

8.05 Minimum Hours of Work

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

Employees must inform the Employer of a means of being contacted on short notice. If the Employer so attempts to inform the employee of a lack of work due to weather but is unable to do so, the employee will not be entitled to show up time.

8.06 Call Back

Employees who are called back to work in the same day will receive a minimum of three (3) hours pay at one and one-half (1½) times their regular rate, provided the reason for the call back is not due to the employee's error or omission.

8.07 Shift Work and Shift Premiums

- a. The Employer shall give an employee as much advance notice as possible before the employee is assigned shift work.
- b. The Employer will attempt to distribute non-day shifts as evenly as possible among employees who normally perform the work assigned to such shift schedule. However, the Employer will consider the preference of employees who volunteer to work the non-day shifts.
- c. A shift premium equal twenty percent (20%) is added to the employee's hourly rate for all hours worked in a shift where the majority of the hours worked fall between 10:00 p.m. and 6:00 a.m.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 A regular work week shall consist of forty (40) hours, comprised of five (5) regular work days, Monday to Friday inclusive. The regular day shift work hours shall be performed between 6:00 a.m. and 5:00 p.m., Monday to Friday.

The definition of a regular work week and the definition of a regular work day does not create a guarantee or limit to the number of hours of work scheduled or worked per day or the number of days of work scheduled or worked per week and does not create entitlement for overtime.

The parties may jointly agree to amend the regular work day, subject to the requirements of each work site.

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9.02 There shall be one (1) paid meal period of one-half (1/2) hour on each shift. Employees shall take the paid meal period at the midpoint of their shift, or at such time during their work day which is convenient.

9.03 Hours of work and overtime as set out in this Agreement may be modified by mutual agreement between the Employer and the Union for selected projects.

Further, the Employer shall give the Union and employees as much notice as possible regarding modification to the regular work schedule including implementation of non-day shifts on a project. The effective date of the modified work schedule shall be communicated to the Union when known by the Employer and the effective date of the modified work schedule shall be no sooner than one week from the day such notice is given. Such modified work schedule shall include daily and weekly overtime thresholds.

9.04 Overtime

- a. Work performed in excess of ten (10) hours daily shall be paid at one and a half (1.5) times the employee's regular hourly rate.
- b. Work performed in excess of forty (40) straight time hours per week shall be paid at one and a half (1.5) the employee's regular hourly rate.
- c. Where an Employee is regularly scheduled to work Monday through Friday, all hours worked on Saturday shall be paid at one and one-half (1.5) times the regular rate, and all hours worked on Sunday shall be paid at two (2) times the regular rate, regardless of weekly

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hours worked. Notwithstanding the foregoing, where a scheduled maintenance or emergency shift falls on a weekend, all hours worked during such shift shall be paid at two (2) times the regular rate, whether worked on a Saturday or Sunday.

9.05 For the purposes of calculating hours of work and overtime hours in a week in which a public holiday falls, the holiday shall be considered to have been worked the regular scheduled work hours for the project.

9.06 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.

9.07 Daily overtime and daily premium pay is based on the calendar day (i.e. begins and ends at midnight).

The calculation for weekly overtime and weekly premium pay begins with the first shift in the pay period and ends seven (7) calendar days later.

9.08 There shall be no pyramiding of daily and weekly overtime.

**ARTICLE 10 - VACATION & VACATION PAY / PUBLIC HOLIDAYS
& HOLIDAY PAY**

10.01 The Employer agrees to pay each employee vacation pay and holiday pay which shall be calculated by adding the percent of wages identified below to each employee's gross hourly earnings;

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- a. Seasonal students eight percent (8%)
- b. Employees, 0 to 5 years eight percent (8%)
- c. Employees 5+ ten percent (10%)

10.02 The Employer agrees to remit the vacation pay of each employee to the Union's Employee Trust Fund as described in Article 7.

10.03 The parties agree that vacation pay shall be deemed to include payment for Public Holidays as defined in the *Employment Standards Act, 2000 (ESA)* as amended from time to time, and that such manner of payment is equivalent to, or greater than any like benefit required by the ESA.

10.04 Vacation periods shall be arranged by mutual agreement between the Employer and the employees. Employees shall submit requests for vacation with as much advance notice as possible, and normally with at least two (2) weeks notice. The Employer will grant such requests unless operational requirements are known to interfere with such vacation requests, including requests made with less notice than two (2) weeks. The Employer will reply to vacation requests as soon as possible and within forty-eight (48) hours. The Employer shall grant vacation requests insofar as is practicable, having regard to the operational requirements. Vacation requests and approvals shall be provided in writing, usually by email.

10.05 The parties recognize Public Holidays as defined in the *Employment Standards Act, 2000 (ESA)* as amended from

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time to time. The following days shall be recognized as Public Holidays:

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

- 10.06 An employee required to work on a day listed in Article 10.05 shall receive holiday premium pay which shall be calculated as one and one half (1.5) times the employee's regular hourly rate for all time worked. Such hours shall not be included when determining the total number of regular hours worked in a week.

ARTICLE 11 - LAYOFFS, REHIRS AND SERVICE CREDIT

- 11.01 Service credit is the measure of an employee's duration of employment with the Employer from the most recent date of hire and, where applicable, within his job classification. Service credit helps determine employment rights, layoffs and recalls, as indicated below. Upon completion of probation, service credit is dated from the most recent date of hire.

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

- 11.02 Employment rights shall terminate and an employee shall cease to be employed by the Employer in the bargaining unit when he:
- a. voluntarily quits his employment with the Employer.

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- b. is discharged and is not reinstated through the grievance procedure or arbitration.
- c. fails to report for work as scheduled for more than three (3) consecutive work days without having a justifiable reason for such failure to report.
- d. is laid off for three (3) consecutive months.
- e. fails to report on the first day following the expiration of a leave of absence without just cause.
- f. is absent from work for a period of more than twenty-four (24) months due to a *bona fide* injury, or illness.
- g. fails to report to work following a recall within four (4) workdays if unemployed, or ten (10) workdays if employed elsewhere.
- h. takes a position with the Employer but outside the bargaining unit and that position is expected to last or has lasted for longer than the time outlined in d., above.

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

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

Generally, the employee with the greatest service credit shall be laid off last, provided the employee, as determined by the Employer, has the skill, ability, and qualifications to perform the work that is available.

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

- 11.04 When laying off an employee, the Employer shall give notice of at least four (4) hour's or pay equivalent to and in lieu of such notice.
- 11.05 The Employer shall notify the Union office and the stewards on the date of a layoff. Notice will include, for each employee laid off, name, effective date of layoff, expected recall date unless the layoff is indefinite, amount of service credit, employment classification and most recent contact information.
- 11.06 The rehire of employees shall follow the same procedure and considerations used for the layoff of employees as set out above. That is, generally the employee with the greatest service credit within his/her classification or scope of trade shall be recalled first, provided the employee is available and is able to perform the work available.
- 11.07 An employee that accepts employment with the Employer outside of the bargaining unit rather than be laid off where there is a shortage of work may return to his position in the

bargaining unit when there is work, provided he has remained continuously employed by the Employer or, if laid off, retains employment (recall) rights. Upon returning to the bargaining unit, his service credit shall include time worked for the Employer while outside the bargaining unit.

ARTICLE 12 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

12.01 If not amended in a project-specific pre-job agreement, the terms in this article governing transport, travel and accommodation shall prevail.

12.02 Transportation and Travel Time

Transportation, travel and mileage are as follows:

a. Project Work

For project work, the following shall apply:

- i. Employees shall report to the project at the start of the workday, unless otherwise directed by the Employer.
- ii. There shall be a free travel zone (the “free zone”), which is defined as forty (40) kilometres from the Employer’s base of operations or the employee’s primary residence, whichever is closest to the location designated to begin their work; The Employer’s bases of operations is 21 Precision Drive, Kemptville, ON.

** Additional bases of operation shall be established by the mutual consent of the parties.*

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- iii. When the project is within the free zone the Employer is not obligated to pay travel time, to pay mileage or to provide transportation, except as provided below.
- iv. When the project is outside the free zone, including projects located out of town, the Employer may provide transportation.
- v. Provision of transportation usually means use of the Employer's vehicle but can include Employer paid public transit or, where agreed by the employee, use of the employee's vehicle with payment of mileage by the Employer.
- vi. When the Employer provides transportation in the form of a company vehicle, they shall pay for gas but mileage shall not be provided.
- vii. When the Employer provides transportation from the shop, employees shall not be considered to have begun their work until they have arrived at the project.
- viii. Where employees are required to travel between job sites during the workday, such travel time shall be considered time worked and shall be paid at the employee's applicable hourly rate.
- ix. Where employees are required to use their personal vehicle for Employer business, a suitable arrangement regarding mileage and compensation shall be agreed upon between the Employer and the employee in advance. Failing

such agreement, the employee shall not be required to use their personal vehicle.

b. Non-Project Work (e.g. Utility work)

For non-project work, the following shall apply:

- i. For non-project work, employees shall report to the Employer's shop at the start of the workday, unless otherwise directed by the Employer.
- ii. Where, at the discretion of the Employer, an employee is directed to report directly to the job site rather than the Employer's shop, the employee shall be entitled to travel time and mileage for such travel.
- iii. All time spent travelling from the Employer's shop to the job site, and return, shall be considered time worked and shall be paid at the employee's applicable hourly rate.
- iv. Employees required to operate a company vehicle for the purpose of transporting personnel, tools, or equipment shall be paid for all time spent operating such vehicle.
- v. Where the Employer provides transportation in the form of a company vehicle, the Employer shall pay all operating costs, including fuel.
- vi. Where an employee reports to the Employer's shop or designated marshalling point at the start of the workday, travel time from the shop or designated marshalling point to the job site, and

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return, shall be paid in accordance with this Article.

- vii. Where an employee does not report to the Employer's shop or designated marshalling point for personal reasons, including but not limited to arriving late or otherwise missing the Employer-provided transportation, the employee shall not be entitled to travel time or mileage for travel to the job site.
- viii. Where an employee leaves work early for personal reasons, the employee shall use their personal vehicle and shall not be entitled to travel time or mileage for the return trip from the job site.
- ix. Where an employee who has not reported to the Employer's shop or designated marshalling point travels from the job site to the Employer's shop or designated marshalling point at the direction of the Employer, that travel time shall be considered time worked and paid accordingly.
- x. Where the employee departs directly from the job site and does not return to the shop, the employee shall not be entitled to wages or travel time after leaving the job site.
- xi. Where employees are required to travel between job sites during the workday, such travel time shall be considered time worked and shall be paid at the employee's applicable hourly rate.

- xii. Where employees are required to use their personal vehicle for Employer business, a suitable arrangement regarding mileage and compensation shall be agreed upon between the Employer and the employee in advance. Failing such agreement, the employee shall not be required to use their personal vehicle.

12.03 Mileage

Mileage, where applicable, is paid for all kilometres travelled outside the free zone, one way travel. The mileage rate is sixty cents (60¢) per kilometre. Mileage is not paid to employees when the Employer provides transportation but the employees elect to drive directly to the job site.

12.04 Distance Measurement

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

12.05 Out of Town Allowances

The Employer shall arrange, assign and pay for out of town living accommodations that meet a suitable and reasonable standard. Double occupancy at an economy motel normally meets the standard.

In addition, the Employer shall pay each employee a food allowance for each day that the employee is scheduled to work at a project that requires overnight accommodation. The allowance is paid for each day worked by the employee

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and for each day that work was scheduled but not performed due to circumstances outside the employee's control.

The daily food allowance is \$60.00.

- 12.06 Where travel to a project involves commercial transportation, such transportation shall be arranged by the Employer and such costs shall be borne by the Employer.

**ARTICLE 13 - CLAC EMPLOYEE LIFE AND HEALTH TRUST
(EASTERN) FUND**

- 13.01 The Union warrants and represents that CLAC's Health Trust (Eastern) Fund (the "Trust Fund") is established to provide insurance and related benefit programs for the Trust Participants. The Trust Fund is supervised by a board of trustees including employer and union trustees.
- 13.02 The Employer agrees to remit the amount outlined under Schedule "A" for health insurance coverage for each hour worked by each employee covered under this Agreement in accordance with the Remittances to the Union Article 7 and the Union's dues and remittance policy and directive.
- 13.03 The Employer will cooperate in providing information as necessary for the proper administration of the Trust Fund, including the information outlined in the Remittance to the Union provisions in Article 7 and the Union's dues and remittance policy and directive. The Employer further agrees to inform the Union of any changes in the above employee information.

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

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

13.06 Trade School

The Employer will continue to pay monthly health insurance premium to the Union's Benefit Plan while an employee is on leave to attend apprentice education. Such contributions shall be based on forty (40) hours per week.

Should an apprentice leave the employ of the Employer during the three (3) month period following a term of apprentice education, one (1) month's health insurance premium may be deducted from the employee's final pay cheque.

13.07 Ineligibility Due to Age

Where coverage under the Trust ceases for the plan participant because of age, an amount equivalent to the

hourly contribution to the Trust (i.e., the hourly Employer contribution outlined in Schedule “A”) will be paid to that employee and treated as wages.

13.08 Employee Paid Disability Coverage and Premiums

Coverage will include an employee paid long term disability insurance plan. The premiums for disability insurance will be deducted by the Employer from each employee’s pay and remitted on the employee’s behalf to the Union in accordance with the above Remittances to the Union article and the Union’s dues and remittance directive.

The premium amount is deducted from each employee’s first pay each month in an amount indicated by the Union for the cost of the coverage.

Participation in the disability insurance coverage and in the payroll deduction is mandatory and begins upon hire.

The Employer shall cease making payroll deductions to pay for the disability benefit(s) six (6) months after the employee turns sixty-four (64) years of age.

ARTICLE 14 - PENSION PLAN

14.01 CLAC Pension Plan (“the Plan”), a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency applies to all employees covered by this Agreement.

14.02 New employees will join the Plan beginning from the first day of employment.

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14.03 The Employer shall remit to the Union, for each eligible employee, an Employer contribution as indicated in Schedule “A”. The Employer contribution is a percentage of gross earnings for the pay period. For simplicity, it is shown in Schedule “A” as a percentage of the hourly pay.

14.04 The Employer’s contributions to the Plan will be non-refundable to the Employer once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.

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

14.05 The Employer agrees to deduct, by way of payroll deduction, and remit to the Union, additional voluntary employee pension contributions which are above and beyond those contributions outlined above. Employees must request such deductions by submitting a form provided by the Union to the Employer. The Employer will send a copy of the completed form to the Union along with the next remittance which includes such voluntary contributions.

14.06 The total amount of pension contributions remitted by the Employer, on an employee’s behalf, cannot exceed the annual maximum money purchase outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee’s contribution made outside the employment relationship. For greater clarity, if employees exceed the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence

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imposed on the employee by the Canadian Revenue Agency.

14.07 The Employer shall continue pension contributions during a period of injury insured under provincial workplace safety insurance legislation, to the extent required by such legislation.

14.08 The Employer shall continue pension contributions during a period of leave as provided under *ESA* legislation, to the extent required by such legislation.

14.09 The Employer will remit pension contributions to the Union as outlined in the Remittances to the Union article. Employer, employee and voluntary contributions, as the case may be, will be recorded separately on the remittance.

14.10 In the event that a remittance has not been received by the Union by the date set out in the Remittances to the Union article, the Employer is required to pay a penalty. The penalty is to compensate the Plan for investment opportunity lost to the employees as a result of the late remittance. The penalty is one tenth of one percent (0.001%) per calendar day that the remittance is late. The penalty is calculated on all applicable contributions which are part of the remittance.

14.11 Ineligibility Due to Age

Where legislation prohibits contribution to an employee account because of age, an amount equivalent to the contribution will be paid to that employee as wages on each paycheque and treated as wages. This payment in-lieu of pension contributions will not be less than the amount that

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employee would have received if they were still contributing to the Plan and shown in Schedule “A”.

This redirection of pension to wages begins with the first pay period after September 1 of the calendar year in which the employee has reached or will reach the age of restriction, which is 71 years old.

14.12 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.

14.13 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees’ behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

ARTICLE 15 - HEALTH AND SAFETY

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

Employees are required to report to their Employer any unsafe work conditions, any violation of safe work policies

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or procedures established by the Employer, and any violation of relevant safe work legislation.

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

15.03 When the Employer requires that an employee attend training, including health and safety courses, first aid/CPR training or orientation for new employees, such attendance is time worked. The Employer will pay employees their regular wages, and remit to the Union for health benefit, pension and other fund contributions. Training time is time worked for the purposes of determining overtime rates and premiums as outlined in the Hours of Work and Overtime provisions of this Agreement (article 10).

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

15.05 Health and Safety Committee

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

**ARTICLE 16 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS
AND APPAREL**

16.01 Employees are required to bring their own safety boots. The Employer will furnish employees with all additional

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personal protective equipment (PPE) required by Employer policy and by legislation including, but not limited to, the *Occupational Health & Safety Act* and applicable regulations. Such PPE will include, as needed, an approved hard hat, high visibility vests, safety gloves, fall protection gear suitable for each employee, eye protection, hearing protection, respirators and filters suitable to the work being done, rubber boots and rain gear when required in the course of their duties, fire retardant coveralls and any other PPE. All such equipment shall remain the property of the Employer. Worn out safety equipment will be replaced by the Employer upon presentation of the worn equipment. The employees shall be held responsible for lost or worn-out PPE due to abuse.

16.02 The Employer shall supply necessary tools for employees to perform their work. Employees shall be held responsible for the tools and equipment issued to them provided the Employer furnishes the necessary lockers, toolboxes or other safe place for storage.

16.03 Employees will be responsible to acquire and maintain the required tools as listed in Schedule "B". Tools that are lost or worn or damaged due to improper care must be replaced by the employee.

16.04 The Employer shall supply all remaining tools and equipment required for the proper installation of all work to be performed.

16.05 Tools Repair and Replacement

- a. The Employer shall repair or replace employee-owned tools required for the performance of their duties,

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provided such tools are identified with an asterisk (*) in Schedule "C".

- b. Where replacement is required, it shall be on a like-for-like basis, or with a tool of equivalent quality where the original is no longer available.
- c. Eligibility for repair or replacement is conditional on the employee having used the tools for legitimate work-related purposes and having made reasonable efforts to maintain and safeguard them from loss, damage, or theft.
- d. The Employer may require reasonable proof of loss or damage, including an explanation of the circumstances giving rise to the repair or replacement.
- e. The Employer shall not unreasonably deny repair or replacement and shall make reasonable efforts to complete such repair or replacement in a timely manner.

16.06 Clothing and Boots Allowance

- a. Following successful completion of the probationary period, employees shall be eligible for up to one thousand dollars (\$1,000.00) per calendar year for work clothing and boots.
- b. This entitlement shall be made available in two installments of five hundred dollars (\$500.00) each during Employer-designated ordering periods.
- c. Employees may obtain clothing through the Employer and/or be reimbursed for work boots on a receipted

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basis, provided that no more than five hundred dollars (\$500.00) is accessed in the first installment and no more than one thousand dollars (\$1,000.00) is accessed in total per calendar year.

- d. Any unused portion of the first installment may be carried forward to the second installment within the same calendar year. No amounts shall be carried forward beyond the end of the calendar year.
- e. Employees laid off due to lack of work and subsequently recalled shall remain eligible, but no special or off-cycle orders shall be permitted.

ARTICLE 17 - CLAC TRAINING FUND

17.01 The Employer shall contribute to the CLAC Training Fund the amount identified at Schedule "A" for each hour worked by each employee covered by this Agreement and shall remit such contributions to the Union together with union dues, and in the manner described in the Remittances to the Union article and in the Union's remittance directive.

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

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

ARTICLE 18 - CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION FUND

- 18.01 The Employer shall contribute to the Union’s Construction Industry Development and Promotion Fund (the “Industry Fund”) the amount identified at Schedule “A” for each hour worked by each employee covered by this Agreement, and it shall remit such contributions to the Union together with union dues, and in the manner described in the Remittances to the Union article and in the Union’s remittance directives.
- 18.02 The Industry Fund is used to promote CLAC’s model of open shop unionized construction representation. This is achieved by industry development among stakeholders such as owners and purchasers of construction services, by advocating at municipal and provincial government, by representing open shop union principles at industry conferences and events, and by advising the Union’s leaders, including staff and stewards, of opportunities and means to promote the CLAC model. The Industry Fund is used as determined by the Union to strengthen the position of the Union, its members and contractors.
- 18.03 The Industry Fund shall not be used to fund a grievance or other legal proceedings against any contractor signatory to CLAC or its affiliated local unions.

**ARTICLE 19 - LEAVES OF ABSENCE, SICK LEAVE,
BEREAVEMENT LEAVE, PREGNANCY AND
PARENTAL LEAVE, AND JURY DUTY**

19.01 The Employer shall grant leaves of absence for the following reasons:

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

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

19.02 Personal Emergency Leave

An employee is entitled to these minimums: three (3) days of unpaid "sick leave," three (3) days of unpaid "family responsibility leave", and two (2) days of unpaid "bereavement leave."

ARTICLE 20 - DISCIPLINE AND DISCHARGE

20.01 The Employer may warn, suspend, demote or discharge employees for just cause. If the conduct or performance of an employee warrants disciplinary action, such action shall be confirmed in writing. A copy of all such documentation

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shall be provided to the employee(s) involved and forwarded to the office of the Union at the time they are issued.

20.02 Any disciplinary notice shall be issued only after or during the meeting with the employee being disciplined. An employee shall be advised of the nature of the meeting prior to attending. The employee shall be accompanied by a steward in accordance with Article 4.02.

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

20.04 Any letters of warning older than twelve (12) months shall be removed from an employee's file, provided that there is no repeat offence of the incident giving cause to the discipline during such twelve (12) month period. Any record of suspension will be removed after twenty-four (24) months, provided there is no repeat offence of the incident giving cause to the suspension during such twenty-four (24) month period.

ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE

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

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21.02 "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.

21.03 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.

21.04 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

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or precluded at any stage from taking the position that the grievance is late and not arbitrable.

21.05 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 21.04 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.

21.06 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.

21.07 Grievance Resolution and Time Limit Waivers

The parties will make best efforts 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 timelines 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 mediation or arbitration as outlined below.

21.08 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 it

withdraws its agreement to mediate. The arbitrator then will proceed to arbitrate the dispute.

21.09 Arbitration

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*.

21.10 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the final decision given at Article 20.05 above. If no decision is given, notice must be given within fourteen (14) days of when that decision was due.

21.11 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

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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.

- 21.12 Notices of desire to arbitrate and of nominations of an arbitrator shall be served in writing including by email or delivered in person.
- 21.13 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.
- 21.14 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.
- 21.15 Each of the parties hereto will bear, jointly and equally, the expense of the arbitrator.
- 21.16 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.

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- 21.17 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.
- 21.18 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 22 - DURATION

- 22.01 This Agreement shall be and shall remain in effect from May 1, 2026 to April 30, 2029 and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within sixty (60) days prior to the expiry date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.
- 22.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items shall be retroactive from the date of signing to the expiration date of the expired Agreement.
- 22.03 Until a new Agreement has been concluded all provisions in this Agreement shall remain in full force and effect.

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

POWER LINE TECHNICIAN

Year	Base Wages	H&W	Pension	VP+ST (6+4%)	Training	IF	Total
Current	47.00	0.00	0.00	4.70	0.00	0.00	51.70
01-May-26	50.00	2.20	3.00	5.00	0.21	0.20	60.61
01-May-27	51.25	2.35	3.33	5.13	0.22	0.20	62.48
01-May-28	52.53	2.50	3.68	5.25	0.23	0.20	64.39

Rates and percentages are based on a 5-year Journeyman Power Line Technician. Vacation Pay rates are set in accordance with Article 10 above.

Apprentices shall be paid the following minimum rate:

- 1st period not less than 50% of the Journeyman rate
- 2nd period not less than 60% of the Journeyman rate
- 3rd period not less than 70% of the Journeyman rate
- 4th period not less than 80% of the Journeyman rate

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310T MECHANIC

Year	Base Wages	H&W	Pension	VP+ST (6+4%)	Training	IF	Total
Current	47.00	0.00	0.00	4.70	0.00	0.00	51.70
01-May-26	48.00	2.20	2.88	4.80	0.21	0.20	58.29
01-May-27	49.20	2.35	3.20	4.92	0.22	0.20	60.09
01-May-28	50.43	2.50	3.53	5.04	0.23	0.20	61.93

Rates and percentages are based on a 5-year Journeyman 310T Mechanic. Vacation Pay rates are set in accordance with Article 10 above.

Apprentices shall be paid the following minimum rate:

- 1st period not less than 50% of the Journeyman rate
- 2nd period not less than 60% of the Journeyman rate
- 3rd period not less than 70% of the Journeyman rate
- 4th period not less than 80% of the Journeyman rate

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LABOURER

	Year	Base Wages	H&W	Pension	VP+ST (6+4%)	Training	IF	Total
Level 1	01-May-26	20.00	2.20	1.20	2.00	0.21	0.20	25.81
	01-May-27	20.50	2.35	1.33	2.05	0.22	0.20	26.65
	01-May-28	21.01	2.50	1.47	2.10	0.23	0.20	27.51
Level 2	01-May-26	27.00	2.20	1.62	2.70	0.21	0.20	33.93
	01-May-27	27.68	2.35	1.80	2.77	0.22	0.20	35.01
	01-May-28	28.37	2.50	1.99	2.84	0.23	0.20	36.12
Level 3	01-May-26	35.00	2.20	2.10	3.50	0.21	0.20	43.21
	01-May-27	35.88	2.35	2.33	3.59	0.22	0.20	44.56
	01-May-28	36.77	2.50	2.57	3.68	0.23	0.20	45.95

Rates and percentages are based on an employee with 5+ years of experience. Vacation Pay rates is set in accordance with Article 10 above.

Schedule “A” Notes:

1. **Grandfathering of Apprentice Rates:** Apprentices hired prior to the effective date of this Collective Agreement shall not receive a pay decrease as a result of its implementation.
2. **Responsibility Premiums:** It is the Employer's sole discretion to appoint an employee to assist a Working Foreperson, Supervisor or Superintendent, as the case may be. Such premiums are:
 - a. **Sub-Foreperson (5%):** An employee appointed by the Employer who is in charge of a crew of four (4) to six (6) employees at one job site and responsible for the supervision, coordination, and direction of work on that site. A Sub-Foreperson shall perform work alongside the crew.
 - b. **Foreperson (10%):** An employee appointed by the Employer who has overall responsibility for the supervision, coordination, and direction of work for seven (7) to twenty (20) employees across more than one job site.
3. **Storm Work Rate:** When the employee performs emergency relief work for utilities (e.g. work performed for Hydro One) in Ontario then they shall be paid at two (2) times the regular rate of pay.
4. **Trade School:** When an Employee is required or approved by the Employer to attend trade school, the Employer shall reimburse the Employee for tuition and compulsory fees.

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Where such attendance requires travel or an overnight stay, the Employee shall be entitled, at their option, to either:

- a. reimbursement of reasonable travel and accommodation expenses, in accordance with the Employer's policies; or
- b. an allowance of one hundred and fifty dollars (\$150.00) per day of attendance.

SCHEDULE “B”
CLASSIFICATION DESCRIPTIONS

Labourer – Level 1

Employees at this level perform general labour duties under direct supervision. Work is typically routine in nature and carried out as part of a crew.

Duties may include:

- Assisting with excavation, trenching, backfilling, and site preparation
- Handling and moving materials, tools, and equipment
- Basic installation support for utility and construction work
- Site cleanup and general labour activities
- Traffic control where properly trained and certified

Labourer – Level 2

Employees at this level perform the duties of a Level 1 Labourer with greater skill and independence. They require limited supervision and may assist in coordinating work activities of others.

Duties may include:

- Performing utility installation and site preparation tasks with limited supervision
- Reading and following basic layout and grade information
- Operating small tools and equipment

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- Assisting with trench support systems and site servicing work
 - Supporting equipment operators, including spotting and coordination
 - Performing routine equipment checks
 - Have and maintain a valid ARZ drivers license
-

Labourer – Level 3

Employees at this level perform the duties of a Level 2 Labourer with greater skill and independence. Employees at this level are highly skilled labourers who perform complex tasks with minimal supervision and provide leadership and guidance to others on the worksite.

Duties may include:

- Performing advanced utility installation and related construction tasks
- Interpreting drawings, plans, and grade information
- Coordinating work activities and assisting in directing crew members
- Ensuring work is performed in accordance with specifications and safety requirements
- Operating a range of equipment as required
- Identifying and addressing site issues and supporting efficient workflow

SCHEDULE “C”
TOOL LIST

Power Line Technician Journeypersons and Apprentices

	Set of Belt & Spurs, and a fall restricting system for pole climbing in accordance with IHSA and/or CSA standards
*	Harness with D in centre of back in accordance with IHSA and/or CSA standards
*	Skinning knife
	10” adjustable wrench
	12” adjustable wrench
	Lineman framing wrench
	¾” & 5/8” speed ratchet
	Large screw driver, 8” shank, 5” handle
	Pair of 9” offset cutting pliers
	Ball peen hammer
	6’ folding wooden ruler or a non-conducting equivalent
	Nut & bolt bag
	Ratchet handle with sockets (sizes as required)
*	Battery powered, 18V Impact & drill set
	Hack saw
	6 in 1 multi screwdriver
	Allen key set
*	Gloves

*Employer to replace items if worn out during normal course of duties. Old defective items must be returned. Lost items will not be replaced.

LETTER OF UNDERSTANDING #1

Between

**JERRY TRAFFORD POLE LINE CONSTRUCTION LTD. operating as
DEVRIES POWER & UTILITY SOLUTIONS**

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

FOUR DAY WORK WEEK TRIAL PERIOD

Notwithstanding the provisions of Articles 9 and 10 of the Collective Agreement, the Employer and the Union acknowledge that it is in their mutual interest to explore the implementation of an optional four (4) day work schedule under certain conditions.

The parties recognize that it may not be possible to define in advance all circumstances that could arise in connection with this alternative schedule. Accordingly, the Employer and the Union agree to maintain open and ongoing communication throughout the trial period to ensure that the arrangement operates effectively for all parties and is administered in a fair and equitable manner. Employees are encouraged to bring forward any questions, concerns, or suggestions related to the arrangement to their supervisor, stewards, and/or Union Representative.

As a starting point, the parties agree to the following alternative scheduling terms and conditions to be implemented on a trial basis for the purpose of establishing a four (4) day work week option (hereinafter referred to as the “**Four Day Schedule Terms**”):

DEVRIES POWER & UTILITY SOLUTIONS
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Addendum to Article 9.01 – By mutual agreement of all employees assigned to a job site, and subject to Employer approval and operational requirements, the schedule may be adjusted to comprise of four (4) regular work days, consisting of ten (10) hours. For employees working under an approved four-day schedule, regular day shift hours shall be between 6:00 am and 6:00 pm, Monday to Thursday.

Addendum to Article 9.04 – For employees working under an approved four-day schedule:

- a. Work performed in excess of twelve (12) hours daily shall be paid at one and a half (1.5) times the employee's regular hourly rate.
- b. Work performed in excess of forty (40) straight time hours per week shall be paid at one and a half (1.5) the employee's regular hourly rate.
- c. Where an Employee is regularly scheduled to work Monday through Thursday, all hours worked on Saturday shall be paid at one and one-half (1.5) times the regular rate, and all hours worked on Sunday shall be paid at two (2) times the regular rate, regardless of weekly hours worked. Notwithstanding the foregoing, where a scheduled maintenance or emergency shift falls on a weekend, all hours worked during such shift shall be paid at two (2) times the regular rate, whether worked on a Saturday or Sunday.

Addendum to Article 10 – When a Public Holiday falls on a regular non-working day under the four-day schedule, another day shall be designated by mutual agreement as the holiday.

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Should either party, at any time during the trial period, determine that the continuation of the Four Day Schedule Terms is no longer in its best interest, that party shall provide written notice to the other party. Upon receipt of such notice, the parties shall meet in a timely manner to establish a mutually agreed-upon termination date and to ensure an orderly transition to the regular scheduling provisions of the Collective Agreement.

LETTER OF UNDERSTANDING #2

Between

**JERRY TRAFFORD POLE LINE CONSTRUCTION LTD. operating as
DEVRIES POWER & UTILITY SOLUTIONS**

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

**CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION
FUND (hereinafter, the “Industry Fund”)**

Whereas the Union recognizes the industry engagement on behalf of contractors undertaken by the Progressive Contractors Association (PCA),

And whereas the collective agreement between the above parties contains a contribution by the Contractor to the Union’s Industry Fund in the amount of twenty (20) cents per hour or greater,

Now therefore, the parties hereby amend the collective agreement between them in order to redirect a portion of the Contractor’s obligations to the Industry Fund, as follows:

1. An adjustment to the Industry Fund remittance amount may be made by a member of PCA after this letter is executed and while its terms are met.
2. Upon written demonstration to the Union that the Contractor has become a member of the (PCA), and provided the Contractor remains in good standing with the PCA, the Union will permit a reduction of ten cents (10¢) per hour to the Industry

DEVRIES POWER & UTILITY SOLUTIONS
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Fund and re-direction of that same amount to the offices of PCA.

3. This Letter shall be effective the first day of the monthly remittance period after the Contractor becomes a PCA member. This letter remains in effect while the Contractor remits its PCA dues. Where the Contractor ceases to remit its PCA dues, this letter is deemed null and void immediately, the amendment to the Industry Fund ceases and the full remittance is due to the union effective the first day in the prior remittance period.
4. The Contractor's execution of this Letter is sufficient authorization for PCA to provide verification to the Union upon its request that the Contractor is and remains a member in good standing of PCA.

LETTERS OF UNDERSTANDING – SIGNING PAGE

Between

**JERRY TRAFFORD POLE LINE CONSTRUCTION LTD. operating as
DEVRIES POWER & UTILITY SOLUTIONS**

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

The parties agree to abide by the two (2) Letters of Understanding contained herein.

Signatures on file.

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