

# COLLECTIVE AGREEMENT

Between PRO ELECTRIC INCORPORATED

and CLAC LOCAL 53

**DURATION:** May 1, 2024 - April 30, 2027

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Between

PRO ELECTRIC INCORPORATED (hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 53 (hereinafter referred to as "the Union")

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#### **COLLECTIVE AGREEMENT**

# **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to 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 set forth herein;
  - 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 contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well being.
  - e. to establish working rules that enhance 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.
- 1.03 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to, such statutes as the *Ontario*

Human Rights Code, the Employment Standards Act, the Workplace Safety & Insurance Act and the Occupational Health and Safety Act.

### **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees in the Province of Ontario, which includes but shall not be limited to electricians, plumbers, steam-fitters, gas-fitters; their apprentices, and labourers save and except non-working foremen, office, and clerical staff. For clarity, tradesmen with gas tech certification in level 1, 2, and 3 are also included within the bargaining unit.
- 2.02 This Agreement covers all employees of the Employer as described in Article 2.01 above.
- 2.03 Non-working foremen, supervisors, and other non-bargaining unit (employees) 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 necessitates the layoff off of employees in the bargaining unit.
- 2.04 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 the mutual agreement in writing of the parties hereto. 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.
- 2.05 The Employer agrees that the duly appointed representatives of CLAC Local 53, affiliated with the Christian Labour Association of Canada 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.

- 2.06 The Union acknowledges that it is the function of the Employer:
  - a. to manage the enterprise, including the scheduling of work 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 will be subject to the grievance procedure as outlined below.
- 2.07 The Employer may contract out work where:
  - a. it does not possess the necessary facilities or equipment;
  - b. it does not have or cannot acquire the required manpower;
  - c. it cannot perform the work in a manner that is competitive in terms of cost, quality and within projected time limits.

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, transferred, demoted, or discharged as the result of the contracting out of work.

2.08 The Employer shall notify the Union of its intention to subcontract work prior to the subcontracting of the work. Confirmation of subcontracted work shall be forwarded to the Union.

All prefabrication work is considered bargaining unit work. 2.09 shall Prefabrication work normally be completed by journeyperson's apprentices the iournevpersons or corresponding hourly wage rates. The Employer has the right to hire co-op students, summer students, or labourers for prefabrication work provided that no co-op students, summer students, or labourers will be hired or employed while there are available employees on layoff qualified to do the work, or if such hiring will cause a layoff of an employee.

#### **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 Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement including the processing of grievances.
    - CLAC Local 53 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 will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.
- 3.03 The Union has the right to appoint the members of a negotiating committee. Employees on the committee shall be paid by the

Employer at their regular hourly rates for all times spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.

- 3.04 The Employer may meet periodically with employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Local 53 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 necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.06 CLAC Local 53 representatives shall have the right to periodically visit jobsites.

# **ARTICLE 4 - LABOUR-MANAGEMENT COMMUNICATION**

- 4.01 The parties to the Agreement pledge to work towards the greatest possible degree of consultation and cooperation, believing that the following concepts provide a fundamental framework for improved labour-management relations:
  - a. the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
  - the economic character springs from a continuous striving toward efficient use of scarce resources, energy, and environment, and in the adequate development of research, production, and marketing;

- c. the enterprise requires authority relationships under a strong central leadership or management;
- d. a strong management does not discourage cooperation but stimulates it, recognizing that, while leadership without labour can do nothing, labour without management cannot survive.
- 4.02 In view of the above, the parties agree to endeavour, to schedule union-management meetings twice yearly, or as necessary, during the life of this Agreement. The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas of discussion shall include but not be limited to:
  - a. hiring policies;
  - b. discipline and discharge policies;
  - c. training and promotion;
  - d. safety measures;
  - e. matters affecting the working conditions of the employees including potential or planned technological changes;
  - f. efficiency of operations;
  - g. company policies or policy changes.
- 4.03 Management in attendance at such meetings shall be at the discretion of the Employer. The Union shall attend as the Steward Committee and the Local 53 Representative. The sides will alternate in chairing the meeting. An agenda shall be circulated and finalized prior to meeting. The minutes shall record the business of each meeting, a copy of which shall be forwarded to the Union office.

4.04 A committee member, attending union-management meetings during regular working hours, shall be entitled to their regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of forty dollars (\$40.00) to a 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

- a. The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of manpower requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Employer at its discretion may hire employees listed or from other sources.
- b. To assist in the efficient placement of appropriately skilled members with the Employer, it is agreed that the Employer will

promptly inform the Union office of members who are laid off, recalled, and when new members are hired. The Employer shall also provide the names, addresses, and telephone numbers of these employees. Laid off employees shall also notify the Union office of their status.

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

# 6.03 **Probationary Period**

- a. New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status. Their respective seniority shall be dated back to their date of hire.
- b. By mutual agreement of the parties, the probationary period of an employee may be extended by a further three (3) months. Agreement to extend probation must occur prior to the conclusion of the initial three (3) month period and be based upon a performance review of the employee. The probationary employee shall be counselled concerning the performance review and the extension of probation at a meeting that includes a union steward. For the additional three (3) month period, the probationary employee will be reassigned to another jobsite within reason. Upon completion of the probationary period, the new employee shall attain regular employment status and their seniority shall be dated back to their date of hire.

6.04

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, their employment may be terminated, and such termination shall not be subject in any manner to the grievance procedure.
- 6.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or a CLAC representative in order to give such Steward or CLAC representative an opportunity to describe the Union's purposes and representation policies to such new employees.
- 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 - 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 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. gross earnings;
  - c. 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);
  - d. dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
  - e. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement.
  - f. Social Insurance Number; and,
  - g. 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 number;
- 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 apprenticeship year or achievement of Certificate of Qualification; or
  - b. job end date (for temporary, or permanent separation).
- 7.07 All contributions and deductions pursuant to this Agreement (i.e. Education and Training Fund, and Industry Fund) shall be remitted together with and in the 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

- a. Wage schedules applicable to various job classifications are as set forth on Schedule A.
- b. Wages are to be paid every Thursday at midnight by direct deposit. Information slips will be made available by 4:00 pm on Thursday.
- 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 The Employer agrees to pay four (4) hours of wages in the event that the employee reports for work in the usual manner and is prevented from starting work due to any cause not within their control. In case of inclement weather, the employee shall be obligated to call in to the Employer before coming to work.
- 8.04 When, due to inclement weather, work has to be stopped, the Employer agrees to continue payment of the regular hourly rate until the foreman on the job advises the employees to go home.
- 8.05 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-four (44) hours, Monday to Friday inclusive. Such hours shall not be construed as a guarantee of hours per week.
- 9.02 Work performed in excess of forty-four (44) hours per week or in excess of twelve (12) hours per day, or such hours per week as set by the Employer for any particular jobsite, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. It is understood that this shall not lead to the pyramiding of overtime rate under Article 9.05 shift premium.
- 9.03 Employees shall have the right to banked hours as per the Banked Hours Procedure as described in Schedule D.

9.04

- a. Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for all hours worked. If Saturday work is at the employee's request, they shall be paid at their straight time rate, subject to 9.02.
- b. There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday and only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of double (2) times the regular rate of pay for such hours, irrespective of weekly hours.
- 9.05 An employee shall receive a shift premium of fifteen percent (15%) in addition to their regular hourly wage where the majority of hours worked on a shift are after 3:30 pm or before 8:00 am (with the understanding that jobs that currently pay one and one-

- half (1½) times the employee's regular rate will continue in that manner).
- 9.06 Employees who are required to do weekend service work shall be paid fifty (\$50.00) dollars per day. Employees on call for weekend service work will be paid the daily rate for Friday, Saturday, and Sunday.
- 9.07 The payment of overtime under this Article shall not be considered a "premium" as defined elsewhere in this agreement. There shall be no pyramiding of daily and weekly overtime. For greater certainty this means that overtime premiums (e.g. for hours worked beyond the daily limits, for hours worked beyond the weekly limits and for hours worked on weekends) are not to be duplicated or stacked. In instances where more than one overtime premium is applicable, a single overtime premium will be paid at the highest rate (e.g. 2x hourly rate for Sunday work) and more than one overtime premium will not be payable for the same hour worked. However, premiums paid for purposes other than overtime (e.g. shift premiums, responsibility premiums, etc.) remain payable and are included in the calculation of the base rate for hours for which an overtime premium is paid.

#### **ARTICLE 10 - VACATIONS AND VACATION PAY**

10.01 Vacations and Vacation Pay will be paid out as follows:

| Length of Service                            | Vac Pay * | Vac Time |
|--|-----------|----------|
| During probation                             | 4%        |          |
| After 3 months to the completion of 5 years  | 6%        | 3 weeks  |
| After 5 years to the completion of 10 years  | 7%        | 4 weeks  |
| After 10 years to the completion of 15 years | 8%        | 4 weeks  |
| After 15 years to the completion of 20 years | 10%       | 5 weeks  |
| After 20 years to the completion of 25 years | 11%       | 6 weeks  |
| After 25 years                               | 12%       | 6 weeks  |

<sup>\*</sup> plus the equivalent of another 4% paid as statutory holiday pay

- 10.02 The Employer will endeavour to grant a maximum of two (2) weeks' vacation to employees during the months of July and August with any remaining vacation time scheduled by mutual agreement between the Employer and the employee concerned.
- 10.03 Vacation pay shall be paid out twice annually. Specifically, all vacation pay monies owing shall be paid out on the first pay period of January and July each year.
- 10.04 If an employee provides notice on their weekly timesheet, the Employer shall pay out vacation pay with the direct deposit of that pay period. The Employer shall calculate the vacation pay separately from the calculation of weekly wages.

# **ARTICLE 11 - PAID HOLIDAYS**

11.01 The Employer agrees to pay employees Statutory Holiday Pay as per the calculation method provided in the *Employment Standards Act*. In any event, each employee shall be paid not less than the equivalent of eight (8) hours of regular pay for each day listed as the following ten (10) paid holidays:

- New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.
- 11.02 If an employee is required to work on one of the holidays mentioned under Article 11.01, they shall be paid at the rate of one and one-half (1.5) times the regular rate in addition to their holiday pay.
- 11.03 Should any of the above-mentioned holidays fall during the vacation period of an employee, they shall be paid for such holiday at the regular rate in addition to their vacation pay.
- 11.04 The above-mentioned holidays shall be considered as time worked for the purpose of calculating overtime.

#### **ARTICLE 12 - SENIORITY AND LAYOFFS**

- 12.01 Seniority is the employee's length of service with the Employer. 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 a three (3) month trial period and their respective seniority shall be dated back to the date of their last hiring.
- 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.
- 12.03 Grounds for termination exist and seniority rights cease for any employee who:
  - a. voluntarily guits the employ of the Employer;

- b. is discharged and such discharge be not reversed through the grievance procedure;
- c. is laid off for a continuous period of more than twelve (12) consecutive months;
- d. fails to return to work within seven (7) workdays after notification to their address on record with the Employer or fails to notify the Employer within four (4) workdays of their intention to return.
- e. is absent from work for two (2) full workdays, without a justifiable reason for not notifying the Employer.
- 12.04 When the Employer deems it necessary to reduce the working force, they shall consult the Union on the need for layoffs. When, in the opinion of the Employer and the Union, a reduction in the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer and the Union shall jointly determine the order of layoffs and in doing so they shall be guided by the following considerations:
  - a. seniority standings of the employees;
  - b. ability of the employees to perform the work.

#### 12.05

- a. The Employer shall give one (1) week's notice of layoff to the employees and will meet with a Steward or a CLAC representative, if they so requests, at least twenty-four (24) hours prior to the layoffs in order to review the layoffs.
- 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.

- 12.06 Any appeal in regard to a layoff must be taken up under the first step of the grievance procedure hereinafter set forth within three (3) workdays after the layoff took place.
- 12.07 Any employee laid off and recalled for work must return within four (4) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled or make definite arrangements with the Employer to return.
- 12.08 Any employee who voluntarily quits the employ of the Employer shall give one (1) week's notice to the Employer to enable the Employer to hire adequate replacement. If the employee does not provide such notice, they shall receive four percent (4%) vacation pay upon termination.

#### **ARTICLE 13 - HEALTH CARE BENEFITS**

13.01 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 completed their three (3) month probationary period. The eligibility period shall be waived for new hires that have completed at least three (3) months of service with another CLAC Employer within the previous twelve (12) months. In this instance, the Employer shall provide coverage for health care benefits commencing with the expiry of coverage under the former Employer, if any, to the effect that coverage for health care benefits of the employee shall be uninterrupted.

- a. One hundred percent (100%) of the premium cost of a group insurance plan which provides, among others, the following benefits:
  - i. Life Insurance and Accidental Death and Dismemberment at one times salary rounded to next higher \$1,000.00 to a maximum of \$50,000.00;
  - ii. Extended Health Plan including:
    - 90% reimbursement prescription drug plan (no annual limit to reimbursement);
    - major medical benefits;
    - vision care: \$400.00 every two years for frames and regular spectacles, \$250.00 every year if under the age of 18 and contact lenses;
    - hearing aids: maximum of \$500.00 per individual in each five year period;
    - Employee and Family Assistance Program (EFAP) coverage;
    - \$1500 pooled coverage for paramedical practitioners.
    - Annual maximum to orthotic coverage of \$500 per calendar year.
  - iii. Dental Plan based on the O.D.A. fee schedule of the previous year with a 90% co-insurance and no deductibles, and a \$2,000.00 per year, per insured person, yearly maximum. The recall period shall be 9 months.

- iv. Long Term Disability at 66 2/3% of earnings to a maximum of \$4,000.00 per month.
- b. The welfare plans provided are subject to the terms, conditions, and limitations of the carrier policies. If there is any inconsistency between this document and the actual provisions of the policies, then the provisions outlined in the policies shall apply.
- 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 affected, the Union 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 the premiums for the insurances outlined in Article 13.01(a) i., ii. and iii. for the following 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 the premium for all insurances outlined in Article 13.01 for a period of three (3) months. In case of sickness, a doctor's certificate is required.

- b. In the event of sickness, injury or accident as recognized under the Workers' Compensation Act, the Employer agrees to continue to pay one hundred percent (100%) of the premiums on behalf of its employees 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 benefits in effect prior to the date of incident. In addition, the Employer will continue to pay its share of contributions towards the Pension Plan for the same period of time 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, their share of contributions. In case of sickness or accident, a doctor's certificate is required.
- 13.05 MODIFIED WORK PROGRAM —The Employer shall provide modified work for employees when directed by medical health care professionals. The employee must cooperate in developing, and participating in, a modified work program suited to their capabilities, with the approval of their physician and, if involved, WSIB. In all cases of modified work, the Employer, the employee, and the Union shall work together toward returning the employee to good health and regular duties.

#### 13.06 **PENSION PLAN**

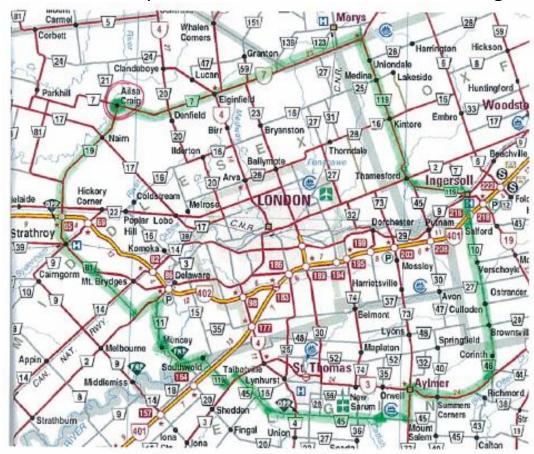
a. A pension plan is established and maintained for employees of Pro Electric Incorporated. Schedule B outlines the basic features of the plan. The pension plan provided is subject to the terms, conditions, and limitations of the pension policies. If there is any inconsistency between this document and the actual provisions of the policies then the provisions outlined in the policies shall apply.

- b. The Employer commits to host an annual general plan meeting with all employees, likely as a session at an all-employee safety meeting.
- c. Two (2) bargaining unit members will be added to the pension plan review committee. One position will be filled by a union steward as appointed by the steward committee, and a second position will be filled by a field employee as appointed by the union.

#### ARTICLE 14 - TRAVEL TIME AND OUT OF TOWN ALLOWANCE

- 14.01 It is recognized by the parties that there are three different and distinct situations beyond the "free zone" in which some form of remuneration is given: the Daily Commuting Situation (Article 14.02, .03, .04, .05) applies to the area beyond the "free zone" where daily commuting is approved by management; or the Short Term Situation (Article 14.06) which addresses short term occurrences not covered under Daily Commuting; or the Long Term Situation (Article 14.07) which occurs on jobs of a long term nature.
- 14.02 There shall be a "free zone" identified as all areas along and within the roadways as identified below. No travel time will be paid to and from jobs located in the free zone.
  - From Ailsa Craig, east along Elginfield Road (HWY 7) to 19<sup>th</sup> Line
  - South along 19<sup>th</sup> Line through Thamesford and continuing east along 19<sup>th</sup> Line to Thames Street in Ingersoll
  - South on Thames Street to Hamilton Road

- Southwest on Hamilton Road to Culloden Line
- South on Culloden Line to Talbot Line (HWY 3)
- West along HWY 3 to Imperial Drive (HWY 73)
- South along Imperial Drive to John Wise Line
- West along John Wise Line to Fingal Line
- South along Fingal Line to Mill Road
- Northwest along Mill Road to 3<sup>rd</sup> Line
- 3<sup>rd</sup> Line Southwest to Magdala Road
- Magdala Road Northwest continuing North through Muncey Road to Maitland Drive
- West on Maitland Drive to Christina Road (HWY 81)
- Northwest on Christina Road to Adelaide Road (HWY 81)
- Northwest on Adelaide Road to Center Road (HWY 81)
- North on Center Road to Wardell Drive
- North on Petty Street from Wardell Drive to Ailsa Craig



All travel time outside of the free zone shall be paid, both ways, according to the time listed on Google Maps set for the shortest driving distance to jobsites from London City Hall.

The time listed by Google Maps shall be rounded to the nearest quarter hour. Half of the resulting time shall be paid each way as travel pay.

For long-term out of town jobs where more than one (1) van is traveling to the site, the Foreman will designate a responsible person(s) to drive the additional vehicle(s) and such person(s) will be paid travel time both ways.

- 14.03 For jobsites located one hundred fifty (150) kilometers or farther in travel measure, travel time is paid for all time in travelling to the jobsite and from the jobsite.
- 14.04 All time spent on travelling outside of regular working hours shall be paid at the regular rate of pay and shall not be considered as time worked for the purpose of calculating overtime.
- 14.05 If an employee's car is used for transportation to or from jobsites, the owner shall be paid sixty-four cents (\$0.64) per kilometre for all kilometres driven in excess of fifty (50) kilometres per day.
- 14.06 If an employee's car is used in between jobsites, the owner shall be paid sixty-four cents (\$0.64) per kilometre for all kilometres driven.
- 14.07 Employees shall be obligated to travel together as much as possible to eliminate unnecessary usage of vehicles.
- 14.08 The Employer shall reimburse employees for parking fees incurred for parking at sites where free parking is not readily

- availability. Such reimbursement is provided upon presentation of receipts and prior agreement with the Employer.
- 14.09 The Employer agrees to pay all reasonable costs for employee meals and accommodation for short term out of town jobs.
- 14.10 The Employer shall provide mutually acceptable housing and a subsistence allowance of fifty-five dollars (\$55.00) for each day (paid holidays included) on long-term out of town jobs.

Effective May 4, 2025, allowance increases to \$57.50/day.

Effective May 3, 2026, allowance increases to \$60.00/day.

The daily subsistence allowance shall only apply to long term out of town jobsites with a weekly work schedule of five (5) or less days and within four hundred (400) kilometers from the Employer's shop.

The daily subsistence allowance for out of town jobsites with a work schedule of six (6) or more days or farther than four hundred (400) kilometres from the Employer's shop shall be negotiated between management and union.

- 14.11 Employees experiencing hardship as a result of assigned work on out of town or travelling jobsites shall speak with the Construction Manager.
- 14.12 It is recognized that there may be situations where the parties have to waive all or part of this Article in order to successfully acquire work through the competition process. It is understood that such a waiver can occur 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.

# ARTICLE 15 - WORK-WEAR, SAFETY FOOTWEAR, AND TOOL ALLOWANCE

15.01 All tradespersons shall supply their own tools except power tools.

The Employer agrees to reimburse all employees with six (6) months prorated up to twelve (12) months of service, or more, up to six hundred seventy-five dollars (\$675.00) per calendar year for the purchase of work wear, safety footwear, or tools (including batteries.) Eligibility period shall be waived for new hires that have completed at least twelve months (12) of service with another CLAC Employer within the previous twelve (12) months. This amount will be allowed to accumulate for two (2) years to one thousand three hundred fifty dollars (\$1350.00). To be eligible for reimbursement, the employee must submit an original receipt showing proof of purchase of work-wear, safety footwear, or tools.

Effective May 4, 2025 - allowance increases to \$700.00 per year.

Effective May 3, 2026 - allowance increases to \$725.00 per year.

New hires as first year apprentices shall be eligible for one half (½) of the annual allowance amount upon the completion of the three (3) month probationary period. They shall become eligible for the full annual allowance upon the completion of twelve (12) months of service.

New apprentices may be assisted by the Employer with the purchase of tools to be re-paid interest free on the basis of fifty dollars (\$50.00) per week. Apprentices receiving such assistance are deemed to have granted permission to withhold a weekly payment of fifty dollars (\$50.00) from regular wages. In the event the apprentice ceases to be employed by the Employer, the

- Employer may withhold an amount equal to the amount owed from the regular wages of the employee.
- 15.02 The accumulated balance of the tool allowance for each employee shall be printed on the paystub of each employee.
- 15.03 Employer shall modify existing job boxes or replace job boxes to provide enhanced theft deterrent modifications and designs.

### **ARTICLE 16 - PROTECTIVE EQUIPMENT**

- 16.01 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.
- 16.02 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 issues.
- 16.03 The parties agree to work together to foster a respectful work environment.
- 16.04 The Employer shall provide employees with any and all safety related equipment required in work performed by employees except safety helmets and safety footwear.

#### **ARTICLE 17 - REST PERIODS**

17.01 There shall be two (2) rest periods (or coffee breaks) with pay of ten (10) minutes duration each, daily, one (1) in the morning and one (1) in the afternoon.

17.02 There shall be a one-half (0.5) hour lunch period each day. These lunch periods shall not be considered as time worked and shall be without pay.

#### **ARTICLE 18 - LEAVES OF ABSENCE**

- 18.01 In addition to leaves of absence as provided under the *Employment Standards Act*, the Employer shall grant leaves of absence without pay and without loss of seniority rights for the following reasons for a maximum period of one (1) month:
  - a. marriage of the employee;
  - b. sickness of the employee or a member of their immediate family;
  - c. death in the immediate family;
  - d. union activity other than in this establishment.
- 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

- a. An employee who has completed the probationary period and is bereaved of a parent, spouse, child(ren), brother, sister, grandchild(ren), mother-in-law, father-in-law, shall be granted a leave of absence of five (5) days with pay for time lost from regular work. 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.
- b. An employee who has completed the probationary period and is bereaved of a grandparent, sister-in-law, brother-in-law,

daughter-in-law, or son-in-law, shall be granted a leave of absence of three (3) days with pay for time lost from regular work. 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.

c. An employee who has completed the probationary period and is bereaved of a grandparent of a spouse, an uncle, aunt, uncle or aunt of a spouse, niece, nephew, or niece or nephew of a spouse, shall be granted a leave of absence of one (1) day with pay for time lost from regular work. 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. A maximum of two (2) leaves under this clause may be taken per calendar year.

Days of paid bereavement leave under this provision shall not double count as a Personal Emergency Leave Days (PEL Days) under the *Employment Standards Act*. They shall be tracked and recorded separately.

18.04 Employees shall submit documentation in all instances of paid bereavement leave.

Acceptable documentation includes:

- An electronic message with a link to webpage listing appropriate information
- A printout from a website listing appropriate information
- A newspaper clipping
- A published bulletin or in-memoriam card

COLLECTIVE AGREEMENT: DURATION: May 1, 2024 - April 30, 2027

# **18.05 Jury Duty**

The Employer shall reimburse an employee on jury duty at their regular rate of pay while serving on jury duty to a maximum of five (5) workdays. The employee must provide the Employer with a signed document from the clerk of the court, stating the days in attendance and the amount of payment received from the court. The Employer shall deduct payments received from the court from the employee's wages.

# 18.06 Birth or Adoption Leave with Pay

Birth or adoptive parents who do not take pregnancy and/or parental leave per the *Employment Standards Act (ESA)* regulations shall be entitled to three (3) days of leave with pay upon the birth or the child first coming into their custody, care, or control. For clarity, this shall include situations involving foster care of a child or kinship for a child under the age of eighteen (18). An employee shall be limited to one such claim for leave with pay under this provision per calendar year.

These hours shall be paid at regular rate of pay and shall not be considered as time worked for the purpose of calculating overtime.

#### **ARTICLE 19 - GRIEVANCE PROCEDURE**

- 19.01 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.
- 19.02 No employee shall file a grievance until they have brought their concern to the attention of their supervisor and given the supervisor reasonable opportunity to address the concern.

- 19.03 Any employee having a single grievance will:
  - **STEP 1** · Accompanied by a Steward or a CLAC representative submit the same to their immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third workday following the day upon which the grievance is submitted and will notify the grievor and the Union representative of their decision in writing within three (3) workdays following the said meeting.
  - **STEP 2** · If the grievance is not settled under Step 1, a Union representative will, within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union representative of their decision in writing within three (3) workdays following the said meeting.
- 19.04 A **group** grievance is defined as a single grievance signed by a Steward or a CLAC representative as well as the employees who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 19.05 The Employer or the Union shall not be required to consider or process **single** or **group** grievances which arise out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or a recurring nature, this limitation period shall not begin to run until the action or condition has ceased. At no time may an employee or group of employees file a grievance on behalf of another employee.

19.06 A **policy** grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable. A policy grievance may be submitted by either party to arbitration under Article 20, bypassing Step 1 and Step 2. Such policy grievance shall be signed by a Steward or a CLAC representative or, in the case of an Employer's policy grievance, by the Employer or their representative.

#### **ARTICLE 20 - ARBITRATION**

- 20.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration under the following procedure.
- 20.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the grievance procedure.
- 20.03 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a chairman. If they are unable to agree upon a chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial chairman.
- 20.04 No person may be appointed as chairman who has been involved in an attempt to negotiate or settle the grievance.

- 20.05 The decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairman of the arbitration board governs.
- 20.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 20.07 If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and, if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 20.03, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and their decision shall be final and binding upon both parties.
- 20.08 It is agreed that the arbitration board shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Article 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 20.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with backpay calculated at hourly rates times normal working hours, day rates times normal workdays or average earnings, less any monies earned or by any other arrangement which is just and equitable in the opinion of the arbitration board.
- 20.10 Where the arbitration board is of the opinion that there is proper cause for disciplining an employee but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or

- suspension, the arbitration board may substitute a penalty which is, in its opinion, just and equitable.
- 20.11 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the chairman of the arbitration board.
- 20.12 By mutual agreement, the parties may appoint a single arbitrator who will be invested with the same powers as the board of arbitration mentioned above.
- 20.13 Notwithstanding the arbitration procedure outlined above, a grievance may, at any time, be referred to the Ontario Labour Relations Board for arbitration under the provisions of the *Labour Relations Act*.
- 20.14 Subject to the preceding powers of the board of arbitration, the board shall not have any power to alter or change any of the provisions of this Agreement, nor to substitute any new provisions for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

#### ARTICLE 21 - PROGRESSIVE DISCIPLINE

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 offense warrants it, regardless of whether or not prior discipline was issued to that employee.

The following steps of action will normally be followed:

**First Offense**: the Employer or their representative may orally discuss the matter of concern with the employee and the employee shall receive a verbal warning. This verbal warning shall

be documented and placed in the employee's personnel file. A union steward must be present at such conferences. A copy of the discipline shall be forwarded to the union.

**Second Offense**: a written warning will be provided to the employee and copy placed in the employee's personnel file. A union steward must be present at such conferences. A copy of the discipline shall be forwarded to the union.

**Third Offense**: the employee shall receive a three (3) day suspension without pay. Written notice of such suspension shall be provided to the employee and a copy placed in the employee's personnel file. A union steward must be present at such conferences. A copy of the discipline shall be forwarded to the union.

**Fourth Offense**: the employee shall receive a five (5) day suspension without pay. Written notice of such suspension shall be provided to the employee and a copy placed in the employee's personnel file. A union steward must be present at such conferences. A copy of the discipline shall be forwarded to the union.

**Fifth Offense**: the employee may be discharged and written notice of such discharge shall be provided to the employee and a copy placed in the employee's personnel file. A union steward must be present at such conferences. A copy of the letter of discharge shall be forwarded to the union.

No matter of discipline shall be relied upon that is more than twenty-four (24) months in the past unless this is a reoccurrence that results in further documented discipline within that twenty-four (24) month period.

21.02 An employee may be disciplined, suspended, or discharged for just cause by the Employer. Within five (5) working days following suspension or discharge, the union may submit the issue for arbitration.

#### **ARTICLE 22 - UNION FUNDS**

The Employer and the Union have jointly agreed to establish and administer an Education and Assistance Fund and an Industry Fund.

#### 22.01 Education and Assistance Fund

The Employer agrees to pay twenty-two cents (\$0.22) per employee per working hour to the Education and Assistance Fund and remit this amount on a monthly basis to the Remittance Processing Centre.

# 22.02 Industry Fund

- a. The Employer shall contribute and remit an amount equal to twenty cents (\$0.20) per hour to the Union's Industry Fund for each hour worked by each employee covered by this agreement.
- b. 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.
- c. The total amount owing shall be remitted monthly to the Union by the 15<sup>th</sup> of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

## **ARTICLE 23 - DURATION**

- 23.01 This Agreement shall be effective on the first day of May, two thousand and twenty-four (2024) and shall remain in effect until the thirtieth day of April, two thousand and twenty-seven (2027) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from ninety (90) to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.
- 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 LONDON, ON, this The day of JUNE, 20 24

Signatures on file

**COLLECTIVE AGREEMENT: DURATION: May 1, 2024 - April 30, 2027** 

# **SCHEDULE A - WAGES**

# **CLASSIFICATIONS AND HOURLY RATES**

| Effective May 1 | , 2024 |       |      |          |         |      |        |      |      |       |
|-----------------|--------|-------|------|----------|---------|------|--------|------|------|-------|
|                 |        |       |      |          |         |      | Tool & |      |      |       |
|                 | Prem   | Wage  | VP*  | Stat Pay | Pension | H&W  | Boot   | EAF  | IF   | Total |
| Journeyperson   |        | 45.10 | 5.41 | 2.24     | 3.83    | 3.14 | 0.38   | 0.22 | 0.20 | 60.53 |
| Lead Hand       | 5%     | 47.36 | 5.68 | 2.36     | 4.03    | 3.14 | 0.38   | 0.22 | 0.20 | 63.36 |
| Foreman I       | 8%     | 48.71 | 5.84 | 2.42     | 4.14    | 3.14 | 0.38   | 0.22 | 0.20 | 65.05 |
| Foreman II      | 17%    | 52.77 | 6.33 | 2.63     | 4.49    | 3.14 | 0.38   | 0.22 | 0.20 | 70.15 |
| Foreman III     | 20%    | 54.12 | 6.49 | 2.69     | 4.60    | 3.14 | 0.38   | 0.22 | 0.20 | 71.84 |

| Effective May 4 |      |       |      |          |         |      |        |      |      |       |
|-----------------|------|-------|------|----------|---------|------|--------|------|------|-------|
|                 |      |       |      |          |         |      | Tool & |      |      |       |
|                 | Prem | Wage  | VP*  | Stat Pay | Pension | H&W  | Boot   | EAF  | IF   | Total |
| Journeyperson   |      | 46.75 | 5.61 | 2.33     | 3.97    | 3.30 | 0.39   | 0.22 | 0.20 | 62.77 |
| Lead Hand       | 5%   | 49.09 | 5.89 | 2.44     | 4.17    | 3.30 | 0.39   | 0.22 | 0.20 | 65.70 |
| Foreman I       | 8%   | 50.49 | 6.06 | 2.51     | 4.29    | 3.30 | 0.39   | 0.22 | 0.20 | 67.46 |
| Foreman II      | 17%  | 54.70 | 6.56 | 2.72     | 4.65    | 3.30 | 0.39   | 0.22 | 0.20 | 72.74 |
| Foreman III     | 20%  | 56.10 | 6.73 | 2.79     | 4.77    | 3.30 | 0.39   | 0.22 | 0.20 | 74.50 |

| Effective May 3 |      |       |      |          |         |      |        |      |      |       |
|-----------------|------|-------|------|----------|---------|------|--------|------|------|-------|
|                 |      |       |      |          |         |      | Tool & |      |      |       |
|                 | Prem | Wage  | VP*  | Stat Pay | Pension | H&W  | Boot   | EAF  | IF   | Total |
| Journeyperson   |      | 48.25 | 5.79 | 2.40     | 4.10    | 3.47 | 0.40   | 0.22 | 0.20 | 64.83 |
| Lead Hand       | 5%   | 50.66 | 6.08 | 2.52     | 4.31    | 3.47 | 0.40   | 0.22 | 0.20 | 67.86 |
| Foreman I       | 8%   | 52.11 | 6.25 | 2.59     | 4.43    | 3.47 | 0.40   | 0.22 | 0.20 | 69.67 |
| Foreman II      | 17%  | 56.45 | 6.77 | 2.81     | 4.80    | 3.47 | 0.40   | 0.22 | 0.20 | 75.12 |
| Foreman III     | 20%  | 57.90 | 6.95 | 2.88     | 4.92    | 3.47 | 0.40   | 0.22 | 0.20 | 76.94 |

<sup>\*</sup>Actual vacation pay following probation is between 6% -12%

For all hours of work paid by the Employer, employees shall be paid no less than their regular hourly wage rate of pay.

For work done outside of Board Area 3, the Employer agrees to pay the hourly wage rates as set out in the current CLAC Collective Agreement for electrical or mechanical work in such Area provided such wage rate is at least equal to the wage rates set out above. Where there is no CLAC Collective Agreement in effect, the parties shall negotiate wage rates before work is started in such areas.

Apprentices shall be paid at the following percentages of the Journeyman rate:

| First 1,800 hour period  | 40% |
|--------------------------|-----|
| Second 1,800 hour period | 50% |
| Third 1,800 hour period  | 60% |
| Fourth 1,800 hour period | 70% |
| Fifth 1,800 hour period  | 80% |

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

Probationary employees shall be paid at a rate set by the Employer according to experience and ability to do the work.

#### **Premiums**

- -Gas Technician I Premium –20% in addition to the regular hourly rate
- -Gas Technician II Premium-10% in addition to the regular hourly rate
- -Fire Alarm Premium- 5% in addition to the regular hourly rate
- -Gas Pipe Fitter -5% in addition to regular hourly rate

The above noted premiums apply only when doing the work and you have to have a valid licence to do the work.

## **Lead Hand**

A Lead hand shall be paid a premium of five percent (5%) per hour in addition to their regular hourly wage rate. In assistance to a foreman, a Lead Hand will be appointed where warranted. The appointment of a Lead hand will be made jointly by the Employer and the Foreman on site.

#### **Foreman**

Prior to the start of the project, a pre-job meeting will be held with the foreman to discuss the scope of the project. At that meeting, the foreman premium assigned to the project will be made known. The foreman shall be paid at the assigned premium level for all time worked on the project. For time and material projects, eligibility for appropriate foreman premiums may need to be determined after completion of the project and paid retroactively.

- a. Class I working Foremen appointed by the Employer shall be paid a premium of eight percent (8%) per hour in addition to their regular hourly wage rate. Class I eligibility shall be based on special circumstances or having projected responsibility for two (2) to four (4) employees.
- b. Class II working Foremen appointed by the Employer shall be paid a premium of seventeen percent (17%) per hour in addition to their regular hourly wage rate. Class II eligibility shall be based on those foremen having projected responsibility for five (5) or more employees.
- c. Class III working Foremen appointed by the Employer shall be paid a premium of twenty percent (20%) per hour in addition to their regular hourly wage rate. Class III eligibility shall be based on those foremen having projected responsibility for five (5) or more employees for long term out of town projects or for foreman with projected responsibility for eight (8) or more employees on long term intown projects.

Foreman Responsibility Premium (FRP) — working Foreman appointed by the Employer shall be paid a premium of two percent (2%) per hour in addition to their regular hourly wage rate. Foreman Responsibility Premium eligibility shall be based on having responsibility for a job quoted for two hundred (200) or more hours.

#### **Labourer Rate**

Labourers hired to do labourers' work shall be paid at 45% of the Journeyperson rate based on ability and experience as determined by the Employer. The hourly rate shall be between the minimum and maximum wage range set below:

# Effective May 1, 2024:

Minimum hourly wage of twenty dollars and thirty cents (\$20.30) per hour.

Maximum hourly wage of thirty-two dollars and thirty cents (\$32.30) per hour.

# Effective May 4, 2025:

Minimum hourly wage of twenty-one dollars and four cents (\$21.04) per hour.

Maximum hourly wage rate of thirty-three dollars and four cents (\$33.04) per hour.

# Effective May 3, 2026:

Minimum hourly wage rate of twenty-one dollars and seventy-one cents (\$21.71) per hour.

Maximum hourly wage rate of thirty-three dollars and seventy-one cents (\$33.71) per hour.

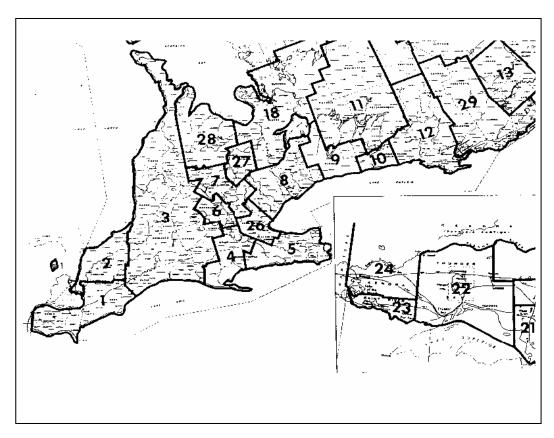
Should any government legislation or regulation increase the above rates, these rates shall automatically conform.

## **SCHEDULE B - PENSION PLAN**

A joint contributory Pension Plan (the Plan) has been established, the main features of which are as follows:

- a. The Employer agrees to pay eight and one half percent (8.5%) of each participating employee's base hourly wage rate into a Money Purchase Registered Pension Plan (the RPP).
- b. All terms and conditions of the RPP are subject to agreement between the Employer and the Union.
- c. Each participating employee shall pay six and one half percent (6.5%) of their base hourly wage rate into a Group Registered Retirement Savings Plan (the Group RRSP).
- d. All terms and conditions of the Group RRSP are subject to agreement between the Employer and the Union.
- e. **Eligibility** All employees who have completed twelve (12) months of service with the Employer or an employee who has at least one (1) year of service with another CLAC employer, and was eligible for retirement savings within the previous twelve (12) months, is eligible to participate in the Plan.
- f. **Vesting** All Employer payments made to the RPP shall vest immediately in the employee on whose behalf the payment is made.

## **SCHEDULE C - PROVINCIAL RATES**



**Board Areas** 

| At time of printing | Area 8, 9 | Area 26, 5 |  |  |
|---------------------|-----------|------------|--|--|
| Journeyman          | \$45.07   | \$ 45.57   |  |  |
| Foreman I           | \$48.68   | \$49.22    |  |  |
| Foreman II          | \$52.73   | \$53.32    |  |  |
| Foreman III         | \$54.08   | \$54.68    |  |  |

These rates are included for <u>information purposes only</u> and are subject to change when the applicable collective agreements in the area are amended.

#### SCHEDULE D - BANKED HOURS ARRANGEMENT

In conjunction with Article 9.02 of the Collective Agreement, the parties agree to a system of banked hours. The banking of hours will be subject to the following provisions:

- 1. Employees may elect to have regular hours banked. The option to bank hours will be at the sole discretion of the employee.
- 2. Only regular hours at the regular rate will be able to be banked. Hours banked in a pay period shall still be included in the calculation of hours worked for that week. All overtime hours will be paid out in the pay period in which it was earned at premium pay as described in Article 9.02.
- 3. Should an employee choose to bank hours, they will list the number of hours they would like to bank on their weekly timesheet.
- A request to pay out banked hours will be at the sole discretion of the employee. Such request for pay shall be made via the regular timesheet procedure, due by noon each Tuesday.
- 5. Banked hours will be paid at the regular hourly rate. Payment shall be made by direct deposit with normal payroll.
- The total number of hours that an employee will be able to have banked at any time is limited to, and shall not to exceed, one hundred and thirty-two (132) hours.
- 7. Banked hours will not be carried over into the next calendar year. All banked hours for all employees will be paid out at the regular hourly rate before the last pay period of the calendar year.

#### **SCHEDULE E - TOOL LISTS**

## **Electrical Tool Requirements**

- good quality hammer (20 oz.) - knife

- nail apron - 25' x 1" tape measure (Imperial and

Metric)

- lineman's pliers - side cutters

- needle nose pliers - channel lock pliers (2 pairs)

- wire strippers - BX cutters

- crimp tool (for sta-kons) - torpedo level

- drywall saw - metal file

- flashlight - 6" adjustable wrench

- 12" hacksaw (good quality) - 10" adjustable wrench

- pencil voltage tester (i.e. Fluke or Greenlee) - tin snips

- tool pouch and belt and tool bucket - trouble light with 25' cord

- tri-tap - nut driver set

- combination GFI / plug tester - stud/box detector

- bow saw (for wood frame construction) - ½" to 1 1/4" knockout cutters

- lockout bar (c/w personal keyed padlock) - ½" to 2" hole saw kit

- good set of wrenches to 1" - good set of ½ " sockets 1"

-CSA approved hot gloves, '0' (1000 volt rated) - cold chisel

- Current "Ontario Electrical Safety Code" - allen keys to 3/8 minimum

- allen key sockets to 3/8 minimum

- ½ " cordless hammer drill + extra battery(s) (min. 18 volts)

- a good, durable, Multimeter (min 600 V.cat 3) with clamp-on ammeter

- assorted drill bits including: cone bit to 1", ¼ " steel, ¼ " corbaloid, ½" steel

- assortment of screwdrivers including: yellow, red, green, black Robbie,

large/medium & narrow slots, Phillips

# PRO ELECTRIC INCORPORATED COLLECTIVE AGREEMENT: DURATION: May 1, 2024 - April 30, 2027

## Note:

- This list includes <u>minimum</u> tool requirements. There are many job-specific tools that may also be required in the execution of your work. You will be expected to purchase these as they may be required.
- It is <u>mandatory</u> that your personal tools be maintained in good condition. Worn or damaged tools must be replaced.
- Consumables (i.e.: drill bits) will be replaced by the company.

## **Mechanical Tool Requirements**

- tool box - drywall saw

- tape measure (25' x 1") Imperial and Metric - levels: torpedo level, 2 ft level, 4 ft

level

- 12" hacksaw - mini hacksaw

- 5/16 nut driver - assortment of screw drivers

- 12" adjustable wrench - 6" adjustable wrench

- vise grip pliers- bastard file

- 12" channel locks - victaulic wrench

- misc. screw driver and nut driver tips - fist sledge-hammer

- gloves - knife

- chalk line & plumb bob - tin snips: red, green yellow

- framing squares (2) - torch set & B-tank & striker

- Allan key set - pipe wrenches: 2 X 14", 1 x 18", 1 X 24"

- cold chisel - 1" cone bit

- spud wrench - wrap-around

- basin wrench - flashlight

- set open end wrenches up to 1' - soapstone holder

- set of ½" sockets up to 1" - trouble lite with 25' cord

- all sizes of pinsetters - hole saw kit

- 1 each of imperial and metric scale ruler

- tube cutters: mini copper, ½"-1" copper, 1½"-3" copper/ABS1"-2" copper

- ½" cordless hammer drill with extra battery(s) (Minimum 18 volt)

- current plumbing code & supplements

#### Note:

• This list includes minimum tool requirements. There are additional

job-specific hand tools that may also be required in the execution of your work. You will be expected to purchase these as they may be required.

- It is <u>mandatory</u> that your personal tools be maintained in good condition. Worn or damaged tools must be replaced.
- Consumables (i.e.: drill bits) will be replaced by the company.

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