

# **COLLECTIVE AGREEMENT**

**between**

**MORGUARD INVESTMENT LIMITED**

**and**



**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 4266-13**

**October 1, 2022 to September 30, 2025**

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## **ARTICLE 1 - PURPOSE**

- 1.01** The purpose of this Agreement is to establish mutually satisfactory relations between the Company and the employees covered hereunder; to provide for the prompt and equitable disposition of grievances; and to establish and maintain satisfactory working conditions, hours and wages as contained herein for all employees who are subject to its provisions.
- 1.02** It shall be the duty of the Company and the Union to co-operate fully in carrying out the terms and spirit of the Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01** The Company recognizes the Union, as the sole and exclusive bargaining agent for all employees employed in operations located at Jean Edmonds Towers, save and except, Operations Manager, Assistant Operations Manager, Chief Engineer/Technical Supervisor, Building Systems Control Technician, Manager Life/Safety Systems, persons classified as Foremen, office, sales staff, students, and grounds keepers.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01** Except as modified by this Agreement, the Company shall retain all of its rights and prerogatives including the right to:
- a) Maintain order, discipline and efficiency;
  - b) Hire, discharge, direct, classify, transfer within the Employees work location, promote, demote, lay-off and suspend or otherwise discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided;
  - c) Make and enforce and alter from time to time rules of conduct, policies, procedures and regulations to ensure ethical conduct at all times, an efficient operation and the safety of the employees;
  - d) As such rules, policies and regulations are formalized, the Union shall be furnished with a written copy and copies shall be posted on the provided notice boards. The Company shall also provide an electronic copy to each employee and/or alert each employee to access the Company's web site to review such documents;

e) To determine all other functions hereinbefore vested in and exercised by the Company which shall remain solely with the Company, except as limited by the express provisions of this Agreement.

**3.02** The Union recognizes the Company's right to sub-contract work. The Company will ensure that the contractor will offer employment and comparable total compensation to the laid-off employee(s). The Company agrees that whenever possible it will give preference to sub-contractors having collective agreements with a Union.

**3.03** The Employees recognize that the Company is engaged in a service business and further recognize their obligation in any activity, while in uniform, during working hours or while acting on behalf of the Company, to act in a way which will promote the success and the good public image of the Company.

#### **ARTICLE 4 - UNION/SECURITY/CHECK-OFF DEDUCTIONS FROM WAGES**

**4.01** Each member of the Bargaining Unit shall be a member in good standing of CUPE and its Local 4266.

As a condition of employment, each employee covered by this Agreement shall join the Union and shall maintain his/her membership in the Union. New employees shall be required to sign the necessary Union forms at the time of hiring.

**4.02** 4.02 The Company shall deduct from the pay of each employee the current monthly union dues and assessments uniformly levied by the Union. Such monthly dues shall be broken down into an amount deducted from the employee's regular pay cheque or from the employees final pay in the month. The Union recognizes the Employer's practice of paying employees in twenty-four (24) pay periods, on or about the 15th of each month and on the last day of each month. Deductions, as required, and a list of names from whom the deductions have been made shall be submitted to the National Union, to such person and places as the union advises, within the first ten (10) working days of the following month. The Union will notify the Company, in writing, as to the amount of union dues and assessments.

**4.03** The Company may deduct from employee's wages, amounts required by law, government regulations, this Agreement and any other amounts specified in writing by the employees and accepted by the Company.

## **ARTICLE 5 - GRIEVANCE and ARBITRATION PROCEDURE**

**5.01** The Company acknowledges the right of the Union to select Union Stewards or alternates to assist employees in representing complaints or grievance to the Company.

**5.02** It is the mutual desire of the parties hereto that complaints of the employer or of the employees be adjusted as quickly as possible.

A complaint shall not be considered as a grievance unless the aggrieved employee has first given the immediate supervisor or designate an opportunity to adjust the complaint. Such complaint shall not be considered or brought forward as a formal grievance unless made within five (5) working days of the circumstances giving rise to the complaint. If after five (5) working days of the employee becoming aware of the circumstances giving rise to the complaint the employee has not made the complaint then it shall be forfeit. If the complaint is made in a timely manner (within 5 days), and Failing satisfactory resolution within a further five (5) working days after the complaint has been made, the matter may then be processed as a grievance.

### **5.03 STEP 1**

If an employee has a complaint of a non-disciplinary nature, which has not been adjusted to his/her satisfaction by their immediate supervisor or designate pursuant to 5.02, it shall be submitted in writing as a grievance to the supervisor or designate within twenty (20) working days following the verbal decision of the supervisor or designate. The supervisor or designate shall reply in writing within five (5) working days. A Union Steward shall assist the employee in presenting a written grievance which grievance shall contain sufficient particulars of the complaint to allow the Company to properly respond and which shall not thereafter be altered.

### **5.04 STEP 2**

Failing settlement of the grievance by the supervisor or designate, it may be referred to the Company's representative. The grievance shall be submitted in writing and a meeting arranged between the grievor, the Union Steward, the Union representative, and the Company representatives, within five (5) working days of its submission. The written grievance shall contain sufficient particulars of the complaint to allow the company to properly respond. The Company shall reply in writing within five (5) working days of the meeting.

## **ARTICLE 6 - DISCIPLINARY REPORTS AND UNION REPRESENTATION**

- 6.01** The Company may dismiss or discipline an employee where there exists sufficient cause. The Company agrees to provide the Union with written reason(s) for such discipline within five (5) working days.
- 6.02** An employee who claims he/she has been wrongly discharged may lodge a grievance within ten (10) working days after the actual discharge. Should his/her claim of being wrongly discharged be upheld, the Company will reimburse the employee for lost wages, premiums and any other monetary considerations that might have been credited to them had they been normally employed at his/her work.
- 6.03** In the event of disciplinary action being taken, an employee shall be permitted representation by their Union Steward or alternate during interviews by their Supervisor or designate. For the purpose of this article, disciplinary action shall constitute a written reprimand, a suspension or a termination. A written confirmation to the employee of a verbal discussion is not disciplinary action.
- 6.04** Disciplinary reports relating to an event that occurred twelve (12) months or more and/or suspensions that occurred fifteen (15) months or more prior to the current incident shall not be used in the disciplinary proceedings against them and shall be removed from the Employees file, provided the employee has had no disciplinary report and/or suspension for one (1) continuous year.
- 6.05** It is understood that Union Stewards and other Union Officers, in the employ of the Company, shall not absent themselves without first obtaining the permission of their immediate supervisors, and that in accordance with this understanding, reasonable permission will be granted and the Company will pay such Stewards and Officers their regular rates while attending to such matters during their normal working hours.
- 6.06** A National Representative or the Local Union President or his/her designate shall have access to the employees' places of work during working hours for necessary Union business and will make his presence known to management personnel before proceeding with their business. Such visits shall not interfere with the employee's work.

## **ARTICLE 7 - MEETINGS**

- 7.01** The Union Stewards and/or Union Officers up to a maximum of three (3) employees may take part in all contract renewal negotiations without suffering loss of pay, provided that a relief is available. When a relief is necessary for these employees then the relief will be paid the basic hourly rate only.
- 7.02** When the Company calls a meeting which is declared "mandatory", employees in attendance who are not already at work will be paid a minimum of four (4) hours at the applicable rate.
- Meetings which are not mandatory will be paid on the basis of straight time for the duration of the meeting.
- 7.03** The Company agrees to allow a reasonable number of meetings to be held in the workplace to deal with matters pertaining to contract renewal negotiations between the Union and Company, provided that such meetings shall not disrupt the operation of the workplace. Permission for such meetings shall be obtained from the Operations Manager or immediate supervisor and shall not be unreasonably withheld.
- 7.04** Meetings between representatives of the Union and the Company shall be held whenever deemed necessary by either party to discuss matters of mutual concern.

## **ARTICLE 8- SENIORITY**

- 8.01** Seniority shall mean the length of continuous service of an employee within the bargaining unit during which seniority is not broken under the provision of this Agreement, upon successful completion of the probationary period.
- 8.02** New employees shall be considered as probationary employees for a period of 480 normal (non-overtime) scheduled hours worked.
- 8.03** The probationary period may be extended for a further 240 normal (non-overtime) scheduled hours worked, upon agreement by the Union and the Company.

**8.04** A probationary employee shall not have the right to any grievance for dismissal and the Union will not question the dismissal of any probationary employee. Dismissal is effective immediately upon notification by the Company subject to the Human Rights Code of Ontario.

**8.05**

- a) When the Company has a requirement for staffing within the bargaining unit, a notice will be posted electronically and on the provided notice boards for five (5) working days, and the Union will be notified, in order that the Union may notify potential applicants to apply for the position.
- b) Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted electronically and on the provided notice boards. The Company shall provide upon request, each un-successful applicant from the bargaining unit, with details of their non-selection.

If an employee obtains a higher certificate, the Employee with the most seniority will be given the first opportunity, provided that the skill, efficiency and qualifications are equal to fill any vacancy to which his certificate applies.

The Company may hire outside candidates at all levels, provided it has first considered any member within the bargaining unit who are qualified and able to perform the work.

**8.06** Seniority shall be considered broken and the Employee deemed to have been terminated for any of the following reasons:

- (a) resigns and does not rescind in writing with an explanation satisfactory to the Company within twenty-four (24) hours;
- (b) employee discharged and not reinstated under the grievance procedure;
- (c) failure to report to work within five (5) working days of notification of recall from lay-off. Notice shall be deemed to have been given if sent to the employee by registered mail at his/her last known address;
- (d) exceeding the leave of absence granted by the Company, without securing a written extension;
- (e) failure to report to work for a two (2) day period without permission;

- (f) layoff, sickness and injury extending beyond twenty-four (24) consecutive months: subject to the duty to accommodate in accordance with human rights legislation.

**8.07** An accurate seniority list shall be maintained by the Company. Copies will be furnished to the Union whenever the status of any former or current member of the work force is affected or when a deletion or addition to the bargaining unit membership takes place.

**8.08**

- a)
  - i) An employee must qualify through the established apprentice training program for the industrial electrician trade (Branch 1- Construction and Maintenance Electricians) and for the operating engineer trade (Ontario Regulation 219-01, Operating Engineer Technical Standards and Safety Act 2000), in order to be eligible to graduate to a higher classification.
  - ii) An employee who is laid off for the purpose of attending training classes, in order to qualify for a higher classification in the certified trade, shall retain their previously earned seniority if they accept re-employment with the company.
- b) The Company does not guarantee the re-hiring of employees who were laid-off for the purpose of attending training classes in order to qualify for a higher apprenticeship level in the certified trade.
- c) The Company does not warrant to maintain any or all of the Apprenticeship classifications full at all times, but may do so on an "as needed" basis.

**8.09**

- a) In the case of a lay off, seniority will prevail within each classification provided the remaining employees are qualified and able to perform the work.
- b) An employee in a higher or lower classification, who is being laid-off, will have the right to dislodge an employee in a higher or lower classification, providing they are qualified and able to perform the work.
- c) An employee in another classification, exercising their right to dislodge a junior employee, will do so with the understanding that they will be paid at the pay rate for that classification for as long as they are working in that position.

**8.10** Where recalling employees, from a lay-off, the last employee laid off shall be the first re-hired providing that they are qualified and able to perform the work.

## **ARTICLE 9 - RATES OF PAY**

**9.01** Employees covered by this Collective Agreement shall be classified according to Appendix "A" appended hereto and shall be paid not less than the rates indicated for the classifications in the schedule.

**9.02** Wages shall be paid as per article 4.02, via direct deposit and details of earnings shall be indicated on cheque stubs.

### **9.03 Classification - Higher**

An employee called upon to work temporarily in a higher classification shall receive the rate applicable to such higher classification. During training an employee will be paid at his/her regular rate.

### **9.04 Classification - Lower**

If an employee is appointed temporarily to work in a lower classification, they shall be paid his/her regular rate of pay.

### **9.05 Meal Allowance**

The Company agrees to reimburse the employees, an amount up to twenty-five dollars (\$25.00) towards the cost of a meal for an employee who is required to work four (4) or more unscheduled overtime hours following their regular scheduled shift.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

**10.01** The regular hours of work shall average forty (40) hours per week and shall be categorized as follows:

These employees will normally work on an eight (8) hour shift from Monday to Friday, with half (1/2) an hour un-paid lunch during their normal shift. When working overtime, the half (1/2) hour lunch will be paid and when applicable the half (1/2) hour dinner will be paid.

No regularly scheduled shift shall start any earlier than 0600 hrs. and any later than 0900 hrs.

Employees required to work beyond 0200 hrs. will not have to report to work for their regularly scheduled day shift until 1200 hrs. the next day, and will be paid their full eight (8) hours of work regardless

#### **10.02 Reporting Pay**

Employees who report for scheduled work, unless otherwise notified by the Employer, will receive a minimum of four (4) hours of work or four (4) hours pay if no work is available that day.

#### **10.03 Rest Periods**

There shall be two (2) fifteen (15) minute on-site rest periods for all employees during their scheduled work period.

#### **10.04 Schedules**

The Company shall post bi-weekly schedules three weeks in advance for all of the Employees covered by this agreement, but retains the right to amend such schedules at any time. Employees shall be notified at least seven (7) calendar days in advance of any changes in the posted work schedule. If the schedule is changed within seven (7) calendar days and the cause of the change was within the control of the Company, any affected employee will receive one and one-half (1 ½) their regular rate.

#### **10.05 Overtime**

- a) An employee shall not unreasonably refuse to work overtime when requested by the Employer and shall work overtime when requested where there is an emergency or where another employee is on vacation or has failed to report for work.
- b) All work per day or per week performed at the request of the Employer in excess of the scheduled hours of work shall be considered overtime and shall be paid for at the rate of one and one half (1 1/2) times the basic hourly rate unless otherwise specified herein.
- c) Notwithstanding the foregoing, hours worked at the request of the Employer in excess of eight (8) hours in any consecutive twenty-four (24) hour period shall be paid at the rate of one and one half (1 1/2) times the basic hourly rate for the first four (4) hours of overtime and at the rate of double (2) times the basic hourly rate for any such overtime beyond the first four (4) hours

- d) The Company endeavors to distribute overtime as equitable as possible.
- e) Where an employee is assigned work that is not consecutive with his regular working hours, he shall receive a minimum of four (4) hours at the rate of time and one half (1½) times the basic hourly rate plus any other applicable premiums.

## **10.06 Banking of Overtime**

In lieu of receiving overtime pay, Employees may accumulate overtime to a maximum of forty-eight (48) straight time hours in the Employee's overtime bank per calendar year, with the exception of the Electricians who may accumulate to a maximum of eighty (80) straight time hours per calendar year.

Employees shall notify their immediate supervisor or designate of their intention to accumulate time in lieu of payment of overtime at the time that the approval for overtime work is granted.

Employees shall provide the Employer with at least two (2) working days notice of the Employee's request to use accumulated overtime.

All requests for use of accumulated overtime must be for a minimum of at least one (1) hour or more.

The granting of such time off is subject to the Employer's operating requirements and to not having to bring in a replacement at an overtime rate.

Employees may carry over unused banked hours to a maximum of 24 hours, from the previous year's allotment to the following year. An employee's banked hour annual limit shall be reduced by those carried over and not used by April 30<sup>th</sup> of that year. At no time may the amount in an employee's bank exceed the annual limit.

## **10.07 Personal Leave**

Employees may utilize eight (8) hours of personal leave, per calendar year to attend to personal needs. Un-used personal leave is not cumulative from year-to-year and there is no payment for un-used personal leave. Personal leave can only be requested in increments of a minimum of 30 minutes.

## **10.08 Mutual Relief**

It is agreed that an employee may relieve another employee of the same or lesser classification, on his regular scheduled shift on a basis of mutual agreement, with the consent of the employee's Supervisor. Such relief employee will only be entitled remuneration which the relieved employee would have been entitled to, which remuneration shall be paid by the relieved employee to the relief employee.

## **10.09 Other Work**

No employee will solicit the occupants of the buildings for any after-hours work that the employee may perform on his own time and no employee can perform any work in the buildings directly for any tenant on his own time.

## **10.10 Call-In**

Where an employee is called in for work which is not consecutive with his regular working hours, he shall receive a minimum of four (4) hours at the rate of time and one half (1½) times the basic hourly rate plus any other applicable premiums. Call-in pay applies to employees who leave work at the completion of their normal shift and are called back to work.

# **ARTICLE 11 - ON CALL/PERSONAL VEHICLE USE**

## **11.01**

a) Where the Company requires an employee to be available on-call during off-duty hours, from the end of the normal scheduled shift on Friday to the beginning of the normal scheduled shift on the next Friday, this employee shall be entitled to an on-call payment of three hundred and ten (\$310.00) dollars.

The employee designated for on-call duty shall be available, during his/her period of on-call and shall have in his/her possession at all times, the laptop computer provided to him/her for communication purposes with the Computerized Building Controls System. The employee shall respond to any and all emergency calls relating to the buildings, immediately and be on site within a half (1/2) hour if required.

The designated employee will also be solely responsible to ensure that the system is operational at all times.

No on-call payment shall be granted to an employee who does not conform with the conditions set out in this article, as well, because of the critical importance of this responsibility, as in the normal course of the operation of the buildings, the same high standard of performance is expected.

Employees designated for on-call duty during holidays as outlined in Article 12.01 shall be entitled to a day off.

- b) Where employees are requested to use their own personal vehicle to respond to an on-call or call-in situation, they will be reimbursed according to the current corporate per kilometre rate. For purpose of calculating the distance travelled for the Company business, the closest of the employee's normal place of work and residence or place of origin from which he is travelling will be utilized to calculate the amount due.

The maximum trip reimbursement will be up to one hundred and ten (110) kilometres return trip.

- c) Where employees are requested to use their own personal vehicle for Company business (e.g. travel for educational purposes, etc.), they will be reimbursed according to the current corporate per kilometre rate.

No maximum reimbursement limit is in effect for this type of travel, subject to the employee's immediate supervisor or designate pre-approval of the trip.

## **ARTICLE 12 - HOLIDAYS**

**12.01** The Employer recognizes the following holidays:

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Remembrance Day (to be taken as a lieu day from October 1st to December 31 on a date mutually agreed to by the Company and the Employee. It is understood that not all employees can take the same day in lieu)

Thanksgiving Day

Christmas Day

Boxing Day

Floater Day 1X

**12.02 Holiday Pay**

An employee shall be paid holiday pay equivalent to eight (8) hours at his/her basic rate of pay for each holiday.

All hours worked on a holiday in excess of eight (8) hours shall be paid for at the rate of three (3) times the basic hourly rate.

**12.04** An employee shall be paid holiday pay equivalent to eight (8) hours at his basic rate of pay for each holiday provided he/she has worked:

- a) his/her full scheduled work day immediately preceding a holiday;
- b) on the holiday itself if he/she was scheduled to work on that day; and
- c) his/her full scheduled work day immediately thereafter unless absent with the permission of the Company, and in the case of sick leave a medical certificate may be required by the Company.

**ARTICLE 13 - VACATION**

**13.01** Employees will accrue vacation based on the chart below:

Service Plateaus	Paid Vacation Days/Year	Pay out of Overtime
0 through less than 5 completed years	15 days	6 %
5 completed years and less than 15 years	20 days	8 %
15 years or more	25 days	10%

When employees take vacation days they are subtracted from their then allotted balances. A vacation day is considered to be eight (8) hours. For vacation days, the allotted balance changes on the first of the month following the employees' anniversary dates. For the Payout of Overtime and Premium Earnings, rates change on the first pay following the employees' anniversary dates and are paid on the final pay of the year. The employee shall be credited on January 1 of each year for the allotted vacation period for the current year.

Vacation shall be reconciled at the end of employment.

- 13.02** An employee may carry over the previous year's vacation days to the following year to a maximum of ten (10) days. Carried vacation shall be taken within the following vacation year
- 13.03** An employee earns but is not entitled to receive vacation leave during the first three (3) months of employment.
- 13.04** Days taken as vacation will be calculated and paid at the employee's basic hourly wage as shown in Appendix A of the Agreement.
- 13.05** Upon termination the terminating employee will receive payment for any outstanding accrued vacation pay due him/her up to and including the last day worked. If the employee took more vacation time than was yet accrued, the overpayment will be deducted for the employee's pay upon notice.

## **ARTICLE 14 - EMPLOYEE BENEFITS**

- 14.01** Eligible Employees in the bargaining unit shall participate in the Company-wide benefit program for hourly employees as it is currently in effect (Sunlife contract number 83972), as amended from time to time. Eligibility and adjudication of claims will be determined in accordance with Company policy and insurance contracts. Changes in the plans will be applied to employees in the bargaining unit at the same time as other Company employees.

In the event the Company decreases or eliminates benefits as prescribed in Article 14.01 that could impact the employees negatively, the Company shall notify the Union as far in advance as possible.

The Union and the Company shall meet immediately in order to attempt to resolve the situation.

If there is no agreement between the parties on this issue, this agreement shall be reopened for negotiation, the matter shall be resolved by arbitration.

## **ARTICLE 15 - SICK LEAVE**

- 15.01** An employee is entitled to ten (10) days of paid sick leave due to illness or non-occupational injury per calendar year. Such leave may be used in the event of a personal or family illness/injury.
- 15.02** An employee who is unable to work because of illness or injury, must contact his/her Supervisor or designate immediately.

- 15.03** An employee may be required to substantiate with a medical certificate each day of sick leave provided he/she has been previously advised to do so by his/her Supervisor or designate.
- 15.04** An employee may substantiate, with a medical certificate, each day of sick leave in excess of three (3) consecutive work days and thereafter as required. If the duration for any absence, due to sickness, exceeds five (5) working days, the employee shall supply to the Company the required certificates in the following week, notwithstanding that he/she has not returned to work.
- 15.05** Should an employee need to use more than the allotted paid sick days, additional un-paid days will be granted. As per existing Morguard PEL policy.
- 15.06** Should an employee be ill and unable to return to work for five (5) consecutive days, from the sixth (6<sup>th</sup>) day onward he/she will be eligible to apply for Short Term Disability in accordance with the Policy. If the employee does not receive Short Term Disability, he/she shall be considered to be on authorized leave of absence without pay, subject to providing medical certificates to substantiate the illness.
- 15.07** Sick leave shall accumulate as per existing Morguard PEL policy. Existing sick leave banks shall be honored.

## **ARTICLE 16 – MULTI-SECTOR PENSION PLAN**

- 16.01** In this Article, the terms used shall have the meanings as described:
- (a) "Plan" means the Multi-Sector Pension Plan (MSPP).
  - (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
    - i) the straight time component of hours worked on a holiday;
    - ii) holiday pay, for the hours not worked;
    - iii) vacation pay;
    - iv) paid sick leave;
    - v) bereavement leave.

All other payments, premiums, allowances and similar payments are excluded.

- (c) "Eligible employee" means all employees in the bargaining unit who have completed five hundred (500) hours of service.

**16.02** Effective the first full pay period following ratification, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four and one half percent (4.50%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four and one half percent (4.50%) of applicable wages to the plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request of the Plan Administrator, make full payment on any outstanding Employer contribution and the Plan Administrator shall require the Employee to pay the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

**16.03** The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

**16.04** The Union acknowledges and agrees that other than the sole obligation to make contributions to the Plan as set out by the terms of the Collective Agreement, the Employer has no liability, directly or indirectly to provide or to fund the benefits established by this Plan.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

**16.05** The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and the *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 16.05 of the agreement are:

- i) to be provided once only at Plan commencement:
  - Date of hire
  - Date of birth
  - Date of first contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  
- ii) to be provided with each remittance:
  - Name
  - Social Insurance Number
  - Monthly remittance
  - Pensionable earnings
  - YTD pension contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
  
- iii) to be provided once, and if status changes:
  - Full address as provided to the Employer by the employee
  - Termination date when applicable (MMDDYY)
  
- iv) to be provided once if they are readily available:
  - Gender
  - Marital Status

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

**16.06** The Union and the Employer agree that the provision of benefits under the Plan at Article 16 of this Agreement shall not be subject to the grievance procedure.

**16.07** The sole obligations and liabilities of the Employer with respect to the Plan shall be those set out in this Article 16.

## **ARTICLE 17 - BEREAVEMENT LEAVE**

**17.01** In the event of a death in the family, the employee will be granted leave with pay. Leave credits will be stipulated in days, based on the employees normal work hours.

Such leave shall be three (3) work days for the death of a spouse (including common law and same sex), child, brother, sister, legal guardian, parents, mother-in-law, father-in-law, uncle, aunt and sister-in-law, brother-in-law, grandmother or grandfather.

Should the Employee require addition leave, such leave, paid or unpaid, may be granted at the discretion of the supervisor or designate.

## **ARTICLE 18 - JURY DUTY**

**18.01** When an employee is required to serve on a jury or is subpoenaed by the Crown or any Courts having jurisdiction to subpoena as their witness in a case, not in a case for personal action, he/she shall be relieved of his/her duties during the time of such service and shall be paid the difference between his/her fee as a juror or as a Crown or Court witness and his/her basic hourly wage, eight (8) hours pay for each regularly scheduled shift which the employee misses due to their duties.

## **ARTICLE 19 - LEAVE OF ABSENCE**

**19.01** An employee desiring unpaid Leave of Absence shall secure written permission from the Company.

**19.02** If a non-statutory holiday falls within the period of an authorized leave of absence, it will not be paid. There will be no loss of seniority for the time absent.

**19.03** When the Union requests, in writing, an unpaid leave of absence for the purpose of having the Union Steward or other Union Representative attend Union business, the Company will review such request taking into consideration its operational requirements to a maximum of fifteen (15) days per calendar year. For those employees working an eight (8) hour shift, this shall constitute one day. In its sole discretion the Company will decide if such leave may be granted and will inform the Union of its decision in writing and will provide its reasons for the decision. The Union will make such request as far in advance as possible. When relief is necessary for these employees then the relief will be paid the basic hourly rate only.

## **ARTICLE 20 - NO LOCKOUTS, NO STRIKES**

**20.01** The Company agrees that it will not cause or direct any lockouts of its employees, and the Union agrees that neither the Union nor any employee will participate in any strike or other collective action, which will stop or interfere with operations during the term of the Collective Agreement or during its renewal. In the event of a picket line being established by another organization, the Company will not penalize employees who, due to conditions beyond the employees' control, cannot safely cross such picket line.

## **ARTICLE 21 - GENERAL**

### **21.01 Correspondence**

All correspondence arising out of or incidental to this Collective Agreement shall pass between the Human Resources Department, the Director of Operations, the National Representative of the Union and the President of the Local Union, within five (5) working days, unless otherwise herein specified.

### **21.02 Compliance with Acts**

The Employer and the Union and the employees concerned agree to comply with the Operating Engineers Act, the Employment Standards Act, the Occupational Health and Safety Act, the Boiler Pressure Vessels Act, Human Rights Code, and all other applicable Legislation.

### **21.03 Notice Boards**

- a) Suitable notice boards shall be set up for the posting of Company and Union notices. The Company agrees to post a notice board in or adjacent to the employee lunchrooms on which all official notices of the Company and of the Union may be posted. Official notices of the Company shall also be posted electronically.
- b) The Employer agrees to notify the Union in writing of any changes in the rules of conduct and/or regulations affecting the bargaining unit.

**21.04 Protective clothing and safety equipment**

- a) Clothing and safety equipment will be provided at the Company's expense when required.
- b) The Company agrees to supply and launder uniforms each week and to supply soap and paper towels to employees. Such uniforms are to remain on the Company's premises at all times and shall be used while an employee is on duty.

**21.05 Facilities**

The Employer agrees to provide clean and well-equipped lunchroom and locker room facilities in the premises.

**21.06 Parking**

The Company shall provide free parking for employees for the use of their personal vehicles during their scheduled working hours. The Company will make no cash disbursements and/or reimbursements for those employees who choose not to use the parking facilities provided. It is further understood that the Company reserves the sole right to designate the spaces in which employees will be required to park.

**21.07 No Discrimination or Intimidation**

The parties agree that in accordance with the provisions of the Ontario Human Rights Code, as amended from time to time, there shall be no discrimination against any employee. The Company agrees that no discrimination or intimidation will be practiced or permitted by any of its officials, officers, foremen or otherwise, against any employee by reason of or arising out of, directly or indirectly, trade Union membership or activity.

**21.08 Paycheck Error**

- a) In the event of an error on the employees pay check, resulting in an underpayment to the employee, the Company shall remit the monies owing by the next pay, following being notified of the error.
- b) In the case of an employee having been overpaid, as a result of an error, the Company will inform the employee of the situation and will make the necessary adjustments in a fair manner.

**21.09 Access to Employee Files**

An employee and the employee's representative, if the employee desires, under the supervision of the Employer, will be entitled to view his/her Employee file upon giving reasonable advance notice to the Company. An employee shall have the right to request copies of any material contained in his/her personal record. The Employer will not unreasonably deny the request.

**21.10 Technological change**

The Company shall provide the Union, at least sixty (60) days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

**21.11 Professional fees and licenses**

The employer shall pay for trade license renewal fees that an employee is required to have as a condition to maintain his or her employment.

**21.12 Definitions**

- a) The term "working day" as used in this Collective Agreement shall mean a day other than Saturday, Sunday, or recognized holiday. The term "day" as used in this Collective Agreement shall mean calendar day.
- b) For greater clarity, for those employees working an eight (8) hour shift, this shall constitute one day except if otherwise defined in the Collective Agreement.

**ARTICLE 22 - DURATION**

**22.01 Duration**

This Agreement shall continue in full force and effect for a period of three (3) years from October 1, 2022, until September 30, 2025, and thereafter from year to year unless either party serves on the other written notice of its desire to amend the Agreement within ninety (90) days prior to the expiry of the Agreement or the corresponding date of any year thereafter. Negotiations shall take place within ten (10) days after the service of said notice.


## ARTICLE 23 - GIVING OF NOTICE

**23.01** The Union shall inform the Company, in writing of the names of the Shop Stewards and Officials of the Union and of any changes in the Shop Stewards and Officials of the Union that may take place from time to time.

The Company agrees to notify the Union promptly of changes in its Supervisory or Management Officials.

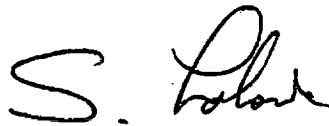
Signed this 22 day of September, 2023.

For the Company:

  
\_\_\_\_\_

For the Union:

  
\_\_\_\_\_



## APPENDIX "A" – WAGES

CLASSIFICATION	2.50%	4%	4%	4%
	01-Oct-21	01-Oct-22	01-Oct-23	01-Oct-24
<b>Equipment Maintenance/Operator</b>	\$37.39	\$38.89	\$40.45	\$42.07
	\$77,771.20	\$80,891.20	\$84,136.00	\$87,505.60
<b>Electrician (after 10 years)</b>	\$43.27	\$45.00	\$46.80	\$48.67
	\$90,001.60	\$93,600.00	\$97,344.00	\$101,233.60
<b>Electrician (after 1 year)</b>	\$41.63	\$43.30	\$45.03	\$46.83
	\$86,590.40	\$90,064.00	\$93,662.40	\$97,406.40
<b>Electrician (start)</b>	\$37.80	\$39.31	\$40.88	\$42.52
	\$78,624.00	\$81,764.80	\$85,030.40	\$88,441.60
<b>Electrician Apprentice 5</b>	\$30.24	\$31.45	\$32.71	\$34.02
	\$62,899.20	\$65,416.00	\$68,036.80	\$70,761.60
<b>Electrician Apprentice 4</b>	\$26.46	\$27.52	\$28.62	\$29.76
	\$55,036.80	\$57,241.60	\$59,529.60	\$61,900.80
<b>Electrician Apprentice 3</b>	\$22.67	\$23.58	\$24.52	\$25.50
	\$47,153.60	\$49,046.40	\$51,001.60	\$53,040.00
<b>Commercial Maintenance/Operator (after 4 years)</b>	\$32.07	\$33.35	\$34.68	\$36.07
	\$66,705.60	\$69,368.00	\$72,134.40	\$75,025.60
<b>Commercial Maintenance/Operator (after 1 year)</b>	\$26.94	\$28.02	\$29.14	\$30.31
	\$56,035.20	\$58,281.60	\$60,611.20	\$63,044.80
<b>Commercial Maintenance/Operator (start)</b>	\$24.79	\$25.78	\$26.81	\$27.88
	\$51,563.20	\$53,622.40	\$55,764.80	\$57,990.40

Note: The wages in Appendix "A" reflect an annual salary. The parties agree to move from an Hourly wage base to an annual base salary.

Starting in April 2023, as an example provided - As of a mutually agreed upon selected date, employees will be paid on or before the 15th and 30th of every month based upon a calculation of their hourly wages multiplied by their scheduled hours per day multiplied by 5-days a week multiplied by 52-weeks divided by 24.