

COLLECTIVE AGREEMENT

Between

UNITECH ELECTRICAL CONTRACTING INC.

And

**UNITECH ELECTRICAL CONTRACTING EMPLOYEES'
ASSOCIATION**

The Objectives of this Agreement are:

- To provide a competitive wage and benefit plan for employees;
- To provide an effective conduit for communications with all Employees
- To achieve a competitive and productive workforce;
- To sustain Unitech's position in the marketplace;
- Through teamwork achieve the best possible work environment

THIS COLLECTIVE AGREEMENT entered into between:

UNITECH ELECTRICAL CONTRACTING INC.

(Herein after called “the Employer”)

AND

UNITECH ELECTRICAL CONTRACTING EMPLOYEES’ ASSOCIATION

(Herein after called “the Association”)

ARTICLE 1: Recognition

The Employer recognizes the Association as the sole bargaining agent and representative for all General Construction Electricians, Non-construction Electricians and Communication Employees of Unitech Electrical Contracting Inc. In addition, the Association and the Employer specifically agree that all salaried office staff of the Employer are not included within this Agreement.

ARTICLE 2: Duration of the Agreement – Two Years

This agreement shall be effective from the 1st day of January 2023 and shall continue in full force and effect up to and including the 31st day of December 2025. The agreement shall remain in effect unless either party gives notice in writing of its intention to terminate the Agreement or to enter into negotiations for the purposes of amending the Agreement. Such notice is to be given not less than sixty (60) days and not more than one year prior to the expiry date of the agreement. If notice is given to enter into negotiations under this Article, then notwithstanding the expiry date of the Agreement, it shall continue pursuant to the provisions of Section 130 of the Labour Relations Code.

ARTICLE 3: Association Security

Every employee who is now or hereafter becomes a member of the Association shall maintain his/her membership in the Association as a condition of employment. All other employees and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his/her employment apply for and maintain membership in the Association as a condition of employment. The employer agrees to deduct the Association dues and initiation fees covered by this Agreement and to turn over the amount deducted to the Treasurer of the Association by the 15th day of each month along with a list showing such deductions.

ARTICLE 4: Definition of Employee

“Employee” shall mean any person covered by the Association’s certifications.

ARTICLE 5: Association Notices

The employer shall provide a notice board for the purpose of posting notices of Association meetings. All other documents the Association wishes to post shall first be submitted to the employer for approval; such approval shall not be unreasonably held.

ARTICLE 6: Grievance Procedure and Arbitration

The Employer and the Association both agree that the settlement of any differences, arising out of the terms of this Agreement, shall be accomplished as described below in this Article.

Employee Grievances

In the event a difference occurs between the Employer and an Employee, the following procedure of settlement shall be followed:

Step 1 – The employee concerned shall first seek to settle the difference with the appointed Association representative.

Step 2 – If the difference remains unresolved, the Employee shall then seek remedy through the Employer.

Step 3 – If the difference is not resolved satisfactorily in steps 1 or 2, and then it becomes a grievance.

The grievance shall then be put in writing and signed by the employee, setting forth as far as may be applicable, the following:

The nature of the grievance, date of occurrence and the circumstances out of which it arose.

The remedy or correction the Employer is required to make.

The section or sections of the Agreement claimed to have been violated or infringed upon.

It shall be submitted to the Manager with a copy to the Association within five (5) working days of the act causing the grievance. The Manager shall arrange for a meeting with the grievor to discuss the matters pertaining to the grievance. The Manager shall make known his decision, in writing, to the Employee, within ten (10) working days of receipt of the written grievance. Failing settlement, the Association may, within fifteen (15) days, give the Employer notice of its intention to submit the difference to a mutually acceptable arbitrator.

Policy Grievances

Any difference arising between the Association and the Employer concerning the interpretation, application, administration or alleged violations of the provisions of this Agreement, being what is known as a “policy grievance”. May be submitted in writing by either party to the other, within fifteen (15) days of the matter arising or coming to the attention of the party concerned with opportunity for oral discussion between the Officers of the Association and appropriate Officers of the Employer.

Failing settlement, either the Employers representatives with whom the matter was discussed, or the Association, may require a meeting between such as may be designated for the purpose and a representative or designated committee of the Association to discuss the matter. If the matter in dispute is settled, a representative of both the Employer and the Association shall sign a memorandum of settlement. If the matter is not satisfactorily resolved within a period of fifteen (15) days from the date the grievance was filed, either party may notify the other of the desire to submit the matter to a mutually acceptable arbitrator.

Arbitration

If a grievance is submitted to arbitration, it shall be mutually agreed to by the arbitrator. If the Association and the Employer cannot agree on an arbitrator, either party may request the Department of Labor to appoint an arbitrator.

The arbitrator shall convene a hearing as soon as possible to hear the grievance and render a decision. The arbitrator has all the powers set out in the Labour Relations Code but does not have the power to alter the terms of the Agreement.

General

In the event that either party fails to process the grievance within the time limits established in this article, the party shall be deemed to have conceded the grievance in favor of the other party. The arbitrator has no jurisdiction to alter or waive these time limits.

Notwithstanding the foregoing, the parties may mutually agree to an extension of these time limits.
ARTICLE 7: Employer Rights the Association acknowledges that it is the exclusive function and right of the Employer, subject

ARTICLE 7: Employer Rights

The Association acknowledges that it is the exclusive function and right of the Employer, subject to the terms of the Agreement, to:

Operate and manage its business in all respects;

Maintain order, discipline and efficiency;

Make and alter from time to time the rules and regulations to be observed by Employees, providing such rules and regulations are uniformly and fairly applied to all Employees and are not in conflict with this Agreement;

Direct the workforce;

Determine job content, including methods, processes and means of production and handling;

Select and hire;

Promote, demote, transfer or lay-off within its company, or loan Employees to other companies;

Discipline, suspend and discharge any Employee, including discharge without just cause where the Employer provides the Employee with appropriate notice under the Employment Standards Code, (not subject to grievance);

It is agreed that the foregoing enumeration is not exhaustive and shall not be deemed to exclude other management functions and rights.

ARTICLE 8: Payday and Pay Statements

The Employer shall pay its Employees by direct bank deposit every second (2nd) Friday and shall email each Employee a statement of earnings and deductions.

Pay statements shall include a running total as to the contribution amounts for Association dues paid by the named Employee and shall be included on the income tax T4 slip each year that dues are paid.

ARTICLE 9: Annual Vacations and Statutory Holidays

Employees shall be paid six percent (6.5%) of gross regular hours earnings as vacation pay each pay period. At the employee's option, vacation pay can be accrued and paid out, twice annually, upon request by the Employee. This account must be fully paid out by the last full pay period of each calendar year. Accrued vacation will be paid out through the direct deposit system only.

All Employees shall receive four percent (4%), of gross regular hours earnings, at their regular straight time rate as statutory holiday pay. The following are recognized as the named holidays for the purpose of this Agreement.

UECI/UECEA Collective Agreement

New Year's Day	Thanksgiving Day
Labour Day	Remembrance Day
Family day (February)	Christmas day
Good Friday	Boxing Day
Victoria Day	Truth and Reconciliation Day
Canada Day	Civic Holiday (August)

Vacation pay amounts shall be shown on the pay slip and will be paid out each pay period, unless the vacation pay accrual option has been selected by the employee.

If a holiday is proclaimed on any day other than its calendar date, the day so proclaimed shall be deemed to be the holiday for the purpose of interpreting this article.

ARTICLE 10: Days and Hours of Work, Banked Hours

Eight (8) hours shall be a regular day's work Monday through Friday. (Example: A regular day's work shall be from 7:00am to 12:00noon and 12:30pm to 3:30pm)

The starting time for regular hours of work and days of work may be adjusted, when required, to facilitate the work.

Forty (40) hours shall constitute a workweek. All hours over eight (8) in a day or forty (40) in a week shall be considered as overtime and paid at one and one half (1-1/2) times the Employee's regular rate of pay. On a week with a named statutory holiday over thirty-two (32) hours in a week shall be considered overtime.

Shift hours are to be considered the same as regular hours for the purposes of banked hour calculations. All shift hours over eight (8) in a day or forty (40) in a week shall be considered as overtime and paid at one and one half (1-1/2) times the Employee's regular rate of pay as outlined in Appendix 'A'

Employees required to work on Statutory Holidays shall be paid one and one half (1-1/2) times the employees' regular rate of pay.

Employees who have worked overtime in a pay period, at their request may bank hours in five (5) hour increments to a maximum of one hundred twenty (120) hours per annum. All banked hours must be taken by the last full pay period in the calendar year they were banked. Overtime hours will be paid out on each pay period; regular hours will be banked and shown on pay receipt every pay period.

Banked hours will be paid out to the Employees in dollars only. Banked hours will be paid out through the direct deposit system only.

UECI/UECEA Collective Agreement

Employees requested to attend an "Emergency Call" out of regular work hours will be paid a minimum of four (4) hours at one and one half (1-1/2) times the Employee's regular rate. A Stipend of \$50 will be paid to a technician for being on call.

"Emergency Call" is defined as one (1) hour after an Employee has returned home, following completion of a regular day's work.

In the case of extended shifts, twelve (12) hours, a meal is to be provided by the Employer after ten (10) hours.

ARTICLE 11: General

The Employer agrees it will not cause or direct any lockouts of its employees during the life of this Agreement. In like manner, the Association agrees that no employee shall cause or take part in any sit-down, slow-down, strike or stoppage of work during the life of the Agreement.

It is further agreed that the Employer may discharge, (without recourse to the grievance and arbitration procedure) any Employee causing or taking part in any slow-down, sit-down, strike or stoppage of work, during the life of the Agreement.

ARTICLE 12: Subsistence Allowance

On out-of-town work, if board and lodging is not provided by one of the Employer's customers, the Employer will provide a mutually agreed upon allowance. (These amounts vary dependent on location of work.) "Out-of-town" work will be mutually agreed upon, on a per project basis.

ARTICLE 13: Wage Schedule

The prevailing rates will be reviewed in four to six months by both parties of this Agreement addressing market conditions and the objectives of a "competitive wage" and "best possible work environment"

The minimum wage schedule shall apply effective **January 7th, 2023, to December 31, 2025.** (See appendices). All positions shall be compensated on a merit assessment basis

Sub-Foreman and Foreman will receive an additional 5% and 15% of the Journeyman rate respectively while employed in the role.

Shift differential will be paid at a minimum rate increase of 15% per hour above the Employees' regular hourly rate of pay.

ARTICLE 14: Health and Welfare

Employees are required to participate in the benefit plans offered by the Employer. The contents of these plans may change. All disputes concerning the benefit plans must be taken up with the provider of these plans and may not be the subject of a grievance.

Bereavement Compensation:

If an employee takes time off due to bereavement for a 'direct relative only':

a) The employer will pay the employee a total of two (2) days at their regular rate of pay. This benefit applies to the regular workweek only, Monday to Friday inclusive, and will appear on the affected pay period as 8 hours for each day taken.

b) The UECEA will pay the Association members (providing they are in good standing) the equivalent, after tax, of three (3) days (twenty-four (24) hours) at their regular rate of pay.

Direct Relatives are deemed to be:

- Spouse, Children, Spouses Parents, Parents and Siblings, Grand Parents, Spouse Siblings of the Association Member.

The RRSP plan:

The Employer shall match up to \$1.00/hour contributions made by the Employee. (i.e., \$1.00/hour by the Employee and \$1.00/hour by the Employer). Additional Employee contributions are permitted. All Employees are eligible for the plan after

1. Six (6) months of full-time employment, or
2. Six (6) months employment in the previous twelve (12) month period.

Exception: If an employee has an existing RRSP set up through a previous MERIT employer he/she may provide the account numbers and continue to contribute to their plan immediately. The six (6) month waiting period would still apply to the Employer contributed portion.

RRSP contributions: Employer and Employee are made to RBC Financial Group.

The conditions for the withdrawal of monies from an employee's Group RRSP account can be found in the Appendices.

It is the Employees responsibility to obtain a Group Benefit Withdrawal form if funds are to be removed from their individual account.

ARTICLE 15: Traveling Expenses

The Following conditions will apply on jobs within the daily commuting distance of Calgary, and on jobs from which the Employees commute daily from accommodation provided or paid for by the Employer.

(a) A Forty –Five (45) kilometer radius Free Zone shall be established from the center of the city of Calgary, or around any place in which Employees are permanently or temporarily domiciled by the Employer. The center of Calgary shall be deemed as the Calgary Tower. No transportation, travel time or travel allowance shall be applicable within the Free Zone.

(b) Travel time will be paid for travel outside the Free Zone, calculated from the edge of the Free Zone, in both directions. If the workday, inclusive of travel time, exceeds eight (8) hours then Article 10 shall apply.

(c) Employees shall be reimbursed at a rate of \$0.50/kilometer when using their personal vehicle for the purposes of the Employer. Reporting to and leaving from the jobsite at the beginning and end of the workday does not constitute “for the purposes of the Employer”.

ARTICLE 16: Work/Safety Allowance

An allowance of \$150.00 per year will be paid to each employee to assist in the purchase of work/safety related apparel or work boots. All requests for reimbursement under this allowance provision must be accompanied by an original purchase receipt, identifying the item(s) purchased.

Items purchased that are not considered work/safety related will not be covered under this allowance section.

Any part of the allowance not used in a particular calendar year, January 1st to December 31st will not be carried over into another year

UECI/UECEA Collective Agreement

Dated: the 28th Day of Dec, 2022

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the City of Calgary, in the Province of Alberta, on the day and year first above written.

UNITECH ELECTRICAL CONTRACTING INC.

[Redacted signature area]

Adrian Bourne

UNITECH ELECTRICAL CONTRACTING EMPLOYEES' ASSOCIATION

[Redacted signature area]

Per

Elzear D'Amour

[Redacted signature area]

Curtis Hilgartner

[Redacted signature area]

Serge Rodrigue

Appendix 'A'

MINIMUM WAGE SCHEDULE FOR;
CONSTRUCTION AND NON-CONSTRUCTION ELECTRICIANS

Effective date: January 7st 2023

Starter (90 day probationary period)	\$18.41/hr
1 st Year apprentice	\$19.41/hr
2 nd Year apprentice	\$23.30/hr
3 rd year apprentice	\$27.18/hr
4 th Year apprentice	\$31.06/hr
Journeyman	\$38.83/hr
Sub-foreman	\$40.77/hr
Foreman	\$44.65/hr
Service I	\$39.79/hr
Service II	\$41.73/hr

Appendix 'B'

WAGE SCHEDULE FOR
DATA TECHNICIAN

A Technicians rate will be determined during their initial hiring interview and/or during a performance appraisal conducted by Management during the course of their employment.

- Minimum rate \$20.00
- Maximum rate \$37.00

An individual's rate will be determined based on their experience as it relates to commercial cabling installations, formal qualifications and skill sets.

A Supervisors rate will be negotiated directly with Management and will be based on experience and the magnitude of the project for which the Supervisor will be assigned.

Appendix 'C'

CONDITIONS FOR REMOVAL OF MONIES
FROM THE RRSP PLAN

To facilitate and maintain the structure of the Group RRSP plan, withdrawals of funds from an employee's Group RRSP account will only be permitted under the following conditions:

1. Down payment on principle residence.
2. Enrollment in a Lifelong Learning Plan (LLP) by you or your spouse or common-law partner.
3. Travel expense for 'direct relative only' out of Province medical situation.

The above withdrawals will only be allowed on the understanding that all funds will be repaid into the account based on the following time periods:

- a) For items 1. and 2. In accordance with regulations determined by Canada Revenue Agency.
- b) For travel expenses. Within twelve (12) months of funds being withdrawn. If funds are not repaid within a twelve (12) month period, the employees RRSP account will be permanently closed and no further contributions will be permitted.