

# **COLLECTIVE AGREEMENT**

Between

**A&W HIGH VOLTAGE CONTRACTING LTD.**

and

**CLAC LOCAL 52**

**DURATION: January 7, 2019 – January 6, 2022**

# **COLLECTIVE AGREEMENT**

Between

**A&W HIGH VOLTAGE CONTRACTING LTD.**  
**(hereinafter referred to as "the Employer")**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 52**  
**(hereinafter referred to as "the Union")**

**DURATION: January 7, 2019 – January 6, 2022**

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**A&W HIGH VOLTAGE CONTRACTING LTD.**  
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**and**

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 52**  
**(hereinafter referred to as “the Union”)**

**Expires: January 6, 2022**

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**ARTICLE 1 - INTENT AND PURPOSE**

1.01 The general purpose of this Agreement is in the mutual interests of the Employer, the Union and the employees and is to provide for the effective operation of the Employer's business and to establish and maintain a satisfactory procedure to cover the settlement of differences arising out of this Contract, and to set forth those working conditions which have been negotiated.

**ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the exclusive bargaining agent of all of its employees engaged in the construction industry in the Province of Ontario, save and except non-working Foremen, persons above the rank of non-working Foreman.

2.02 The words "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, unless the context otherwise provides.

- 2.03 Non-working foremen and supervisory personnel shall not do the work normally performed by members of the bargaining unit if this means that existing employees will be laid off, remain on layoff, or if it means a reduction in working hours for these employees.

### **ARTICLE 3 - MANAGEMENT'S RIGHTS**

- 3.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Employer and remain exclusively within the rights of the Employer and its Management. Without limiting the generality of the foregoing, the Employer's rights include:
- a. the right to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be obeyed by its employees; to discipline and discharge employees for just cause;
  - b. the right to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall, suspend and retire employees; to plan, direct and control operations; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit;
  - c. the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities, the right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards,

the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times; and generally, the right to manage the business of the Employer without interference are solely and exclusively the right of the Employer;

- d. the sole and exclusive jurisdiction over operations, buildings, machinery, equipment shall be vested in the Employer.

3.02 The Employer agrees that prior to implementing rules and regulations or policies and practices, it will provide the Union with a copy of such rules and regulations or policies and practices to allow the Union an opportunity to make representations to the Employer regarding such rules and regulations or policies and practices.

#### **ARTICLE 4 - UNION REPRESENTATION**

4.01 The Employer recognizes the right of the Union to select or otherwise appoint a number of stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer.

In no case, however, shall the number of stewards exceed two (2) for the first fifty (50) employees and one (1) additional steward for every additional twenty-five (25). The Union will advise the Employer, in writing, of the identity of Union representatives and the Employer shall not be obliged to recognize such persons until it has been so informed.

4.02 The Union acknowledges that stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the Administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their Foreman or immediate Supervisor. Such permission will not be unreasonably withheld.

The Employer will pay stewards at their regular hourly rate for time spent attending such meeting during their working hours.

4.03 Representatives of the Union will have access to visit job sites or convening yards during normal working hours subject to the following:

- a. The Union representative shall identify himself to the job Foreman upon arriving at a job site;
- b. In no case will such representative interfere with the progress of work.

4.04 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 time spent on negotiating a collective agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned.

4.05 Union stewards will be laid off only in proportion to the employee numbers outlined in Article 4.01. This means that one union steward may be laid off after 25 employees have been laid off, and one additional union steward may be laid off for each additional 25 employees laid off. This article shall

apply only if the union steward is able to perform the work available at the time of layoff.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage and employees shall not engage in 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.
- 5.03 The word "strike" and the word "lockout" as used in Article 5.01 above shall have the same meaning given to those words in the *Ontario Labour Relations Act, R.S.O. 1980*.
- 5.04 The Employer shall not require an employee to work on any projects or sites that are under a legal strike or lockout.

## **ARTICLE 6 - UNION MEMBERSHIP**

- 6.01 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 so listed or from other sources.
- 6.02 Students employed by the Employer during the summer vacation months of May, June, July and August shall be exempt from the pension plan and the benefit plan provisions of this



Collective Agreement. However, in the event that such students continue to be employed beyond the second week in September, the Employer agrees to retroactively contribute pension benefit plan contributions for all hours worked in the preceding two (2) months by such employees. Students will continue to serve a three (3) month probationary period and thereafter shall attain regular employment status.

6.03 New employees will be hired on a six (6) month probationary period and thereafter shall attain regular employment status. During the probationary period, the following shall apply:

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

## **ARTICLE 7 - CHECK-OFF**

- 7.01 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. All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.
- 7.02 The Employer shall deduct from each pay of all employees covered by this Agreement, an amount of money equal to union dues, and shall remit the same monthly to the Union office, not later than the 15th of the month following the month in which such dues are deducted.
- 7.03 The Union shall hold harmless, and agrees to indemnify the Employer, its successors, administrators and assigns against any liability incurred by each of them by reason of having made any deductions, remittances, or payments required by this Agreement.
- 7.04 The Employer shall remit dues on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. name;
  - b. rate of pay;
  - c. gross earnings;

- d. total regular and overtime hours worked in the month for which such deductions are made;
- e. dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union; and
- f. contributions on behalf of the employee and any deductions from and remitted for an employee as may be prescribed by this Agreement.

7.05 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following employee information:

- a. Contact information, including home phone, cellphone, email and mailing address;
- b. Social Insurance Number;
- c. Date of birth and date of hire; and
- d. Job classification.

7.06 Employees who cannot support the Union because of a conscientious objection as determined by the Union's internal guidelines may apply to the Union in writing.

## **ARTICLE 8 - WAGES AND RATES OF PAY**

8.01 The wage rates applicable to the various job classifications and Ontario Labour Relations Board areas are set forth on Schedule "A" attached to this Agreement and form part of this Agreement.

8.02 An employee permitted to come to work without having been notified that there will be no work available, and who is sent

home because of lack of work before he has worked two (2) hours, shall receive a minimum of two (2) hours pay at his prevailing hourly rate, provided however, that the provisions of this Article shall not apply in any case in which the lack of work is caused by a labour dispute.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

9.01 The provisions contained herein are for the purpose of computing overtime and shall not be construed to be a guarantee of hours or a limitation upon the hours of work to be done per day or per week or otherwise nor a guarantee of working schedules.

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

9.03 Because of the difference in the nature of work between "cost plus" crews and "specific contract" crews, Article 9 shall be divided into two (2) sections. Article 9.04 to 9.06 shall apply to "cost plus" crews, and Article 9.07 to 9.09 shall apply to "specific contract" crews.

### **9.04 Cost Plus Crews**

Regular shifts shall be between eight (8) and twelve (12) hours in length. When the Employer obtains new work, the Union and the Employer shall meet to determine the length and times of shifts involved. If no agreement is reached, the parties agree to follow the arbitration process as set forth herein.

9.05 Overtime shall be paid at a rate of two (2) times the rate of pay exclusive of premiums for all work done beyond the regular shift. Overtime shall also be paid for all work done beyond ten

(10) shifts per two (2) week pay period at a rate of two (2) times the regular rate of pay. Regardless of length of shifts, overtime at the rate of two (2) times the regular rate of pay shall be paid for all hours worked beyond eighty-eight (88) hours in a two week pay period.

9.06 No employee shall be required to work more than two (2) consecutive weekends, unless it is at the employee's request. For the purposes of this Agreement, a weekend shall be defined as the time between midnight Friday and midnight Sunday.

**9.07 Specific Contract Crews**

The normal work week will consist of ten (10) hours per day, and forty-four (44) hours per week.

9.08 Employees will be paid overtime at the rate of time and one-half (1½x) the employee's straight time rate of pay, exclusive of premiums for all hours worked in excess of ten (10) hours per day or forty-four (44) hours per week.

Saturday work will be voluntary.

Regular hours of work and overtime provisions may be amended on a job by job basis by mutual agreement.

9.09 Work shall not normally be performed on Sunday. However, if extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of two times (2x) the regular rate of pay. Such work requires the prior consent of the Union.

**ARTICLE 10 - VACATION AND HOLIDAY PAY**

10.01 Vacation and statutory holiday credits shall be paid to employees covered by this Agreement at the rate of ten

percent (10%) of the gross wages earned. For tax purposes, such credits shall be added to the employee's weekly pay and taxed prior to deduction.

- 10.02 Vacation pay and statutory holiday pay shall be available to all employees at their request. An employee shall complete the Vacation Request form at least two (2) weeks prior to the pay period in which the employee will take vacation or has requested a disbursement of funds.
- 10.03 In the event an employee does not request vacation pay and statutory holiday pay during the year, it shall be paid out to all employees in the first pay period in December each year, and upon termination.
- 10.04 Employees shall receive two (2) times their regular hourly rate of pay for all hours worked on a statutory holiday. A statutory holiday shall be as defined in the *Employment Standards Act*.

## **ARTICLE 11 - PENSION PLAN**

- 11.01 The Pension Plan is maintained and administered by the Union and is supervised by a Board of Trustees. Registered with the Canada Customs and Revenue Agency (CCRA) and the Financial Services Commission of Ontario (FSCO) as Pension Plan #0398594, the Plan is designed for the benefit of all employees covered under this Agreement.
- 11.02 The Employer shall contribute to the Pension Plan, on behalf of each employee, the hourly amount described in Schedule "A" of this Agreement for each straight time hour worked. Pension remittances are made in accordance with the Check-off Article and the Union policy on same.

11.03 Each employee shall make mandatory contributions to the Pension Plan of four percent (4%) of the employee's regular hourly wage rate for all straight time hours worked.

11.04 The Employer agrees to deduct, by way of payroll deduction, and remit to the Union, voluntary employee pension contributions. Such amounts shall not exceed the limits established by the Canada Customs and Revenue Agency. Employee contributions are recorded separately on the Employer's monthly remittance to the Union.

An employee request for such deductions shall be submitted to the Employer in a format provided by the Union. A copy of the completed form shall be sent to the Union with the first remittance of such additional voluntary contributions.

**11.05 Ineligibility Due to Age**

Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions will be paid to that employee as wages on each paycheque and treated as wages. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if they were still contributing to the Plan.

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

11.07 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated

account statements of all contributions received, investment returns allocated, and the current account balance.

## **ARTICLE 12 - CLAC HEALTH AND WELFARE TRUST FUND**

- 12.01 The Union warrants and represents that the CLAC Health & Welfare Trust Fund (the “Trust Fund”) is established for the benefit of the employees covered by this Agreement and further that such Trust Fund is maintained and administered by the Union and supervised by a board of trustees, including employer and union trustees.
- 12.02 The Employer agrees to remit to the Trust Fund an amount as outlined under Schedule “A” for each hour worked by each employee covered under this Agreement.
- 12.03 The Employer’s contribution to the Trust Fund shall be submitted together with union dues and in the manner described in Article 7.04.
- 12.04 The Employer’s sole obligation to the Trust Fund shall be limited to making the payment more particularized therein. The Union covenants and agrees to indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by, the Employer by reason of any amounts contributed on behalf of, or deducted from any employee's pay and remitted to the Union’s Benefit Administration Office. In the event that the Employer fails to comply with these Articles by not remitting to the Union, Article 12.04 will not apply.
- 12.05 The Employer acknowledges that the Trust Fund provides for Long Term Disability insurance coverage (“LTD”). The LTD



premiums paid for by the Employer shall be submitted along with the remittances as per Article 7.04.

**12.06 Ineligibility Due to Age**

Whereas coverage under the Benefit Plan ceases for the plan participant because of age, an amount equivalent to the contributions to the Trust Fund, will be paid to that employee and treated as wages. This is the hourly Employer contribution amount outlined in Schedule "A".

**ARTICLE 13 - EDUCATION AND ASSISTANCE FUND**

13.01 The Employer shall contribute to the Union's Education and Assistance Fund the amount identified at Schedule "A" for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union together with union dues, and in the manner described at Article 7.04.

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

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

**ARTICLE 14 - TRANSPORTATION, TRAVEL TIME & ROOM AND BOARD**

14.01 All employees who are required to use their own vehicles for transportation purposes shall be paid at a rate of fifty cents (\$0.50) per kilometer for all distances driven beyond a thirty-

two (32) kilometer radius from the Employer's yard for all distances driven between job sites. Employees shall be obligated to travel together as much as possible. No employee shall be obligated to carry more than three (3) passengers in his vehicle.

14.02 All employees shall be paid travel time in excess of one (1) hour per day, at their regular hourly rate, to and from any job that is located more than thirty-two (32) kilometers from the Employer's yard.

14.03 There shall be a travel free zone shall defined as per the Ontario Labour Relations Board area 8 described as follows; the city of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, the Towns of Ajax and Pickering in the Regional Municipality of Durham, and the County of Simcoe. If a job is located outside of the travel free zone the Employer may require the employee to accept a sum of one hundred dollars (\$100.00) per day in lieu of the transportation and travel allowances provided for in Articles 14.01 and 14.02. Employees who prefer to take up temporary residence closer to the job may use this allowance to pay for room and board.

If for economic reasons the above stated allowance is not possible for a specific job outside of the travel free zone the Employer and the Union may, by mutual agreement, waive all or part of the said benefit.

14.04 If an employee is requested to use his vehicle for hauling company materials or for transporting company personnel, he shall be paid fifty cents (\$0.50) per kilometer for such use.

14.05 When an employee is sent out of town by the Employer, he shall continue to receive the hourly rate and hours of work which apply in the employee's home region.

## **ARTICLE 15 - SAFETY AND PROTECTIVE EQUIPMENT**

15.01 All employees shall wear safety hats purchased at their own expense.

15.02 The Employer shall provide each line employee past probation with one thousand dollars (\$1,000.00) for personal protective equipment and boot allowance each year. Employees will be allowed to purchase protective clothing at AGO Industries or Millworks Manufacturing through the Employer's account as well as present a receipt for reimbursement for certified safety boots purchased by the employee at the store of their choice.

The Employer shall provide each shop employee past probation with three hundred dollars (\$300.00) for a boot allowance each calendar year. The Employer also commits to provide and maintain the work clothing of each shop employee.

15.03 Prescription safety eyewear will be reimbursed up to an amount of three hundred dollars (\$300.00) per Collective Agreement term upon the provision of a receipt.

15.04 Each vehicle supplied by the Employer shall be equipped with a fully stocked first aid kit. It shall be the responsibility of the vehicle's regular driver to keep the first aid kit properly stocked, during his daily circle check of the vehicle.

15.05 The Employer shall issue one (1) pair of safety glasses, and one (1) pair of externally worn hearing protectors, to each

employee required to wear such safety equipment in the performance of his duties. Employees who require additional pairs of ear or eye protectors will be issued same by the Employer, and the cost of such replacement items will be deducted from the employee's pay.

15.06 Specialized safety equipment shall be provided by the Employer, and shall remain the property of the Employer.

15.07 At least once every three (3) months a health and safety committee shall meet to discuss, encourage and implement safety in the workplace. The committee shall consist of at least two (2) Union members, and two (2) management representative(s). Meetings shall be held during normal working hours, and employee members of the committee shall be paid for all reasonable time spent in safety meetings or in performing duties related to their responsibilities as safety committee members. Minutes of safety committee meetings shall be kept and posted in the employee job shack, and in the service garage.

15.08 All employees shall be required to have a valid driver's license.

## **ARTICLE 16 - REST PERIODS**

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

16.02 There shall be one (1) lunch break, without pay, of at least one-half ( $\frac{1}{2}$ ) hour per normal work day, and this rest period shall be taken at about the middle of the work day.

16.03 Before commencing overtime work, employees shall be entitled to a ten (10) minute paid rest break.

## **ARTICLE 17 - BEREAVEMENT LEAVE**

17.01 An employee shall be granted up to three (3) regular scheduled workdays' leave, without loss of pay or benefits, in the case of death of a parent, spouse, brother, sister or child.

Payment shall be made only to the extent of time lost for making arrangements and attending the funeral. In order to claim payment, an employee may be required to provide a death certificate.

17.02 An employee shall be granted a minimum of one (1) regular scheduled workday leave, without loss of pay or benefits, in the case of death of a parent, spouse, brother, sister or child, for the purpose of a mourning period when the employee cannot attend the funeral.

17.03 In order to qualify for bereavement leave, the employee must have completed one (1) or more years of employment. Employees shall not be paid bereavement leave for days normally not worked, if on vacation time, if on paid holidays, and if receiving compensation from any other source.

## **ARTICLE 18 - LAYOFFS**

18.01 Before giving notice of lay-off, the Employer will first meet with a steward or CLAC Representative to discuss alternatives, and to discuss the employees affected.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

19.01 The grievance procedure herein provided for are among the most important matters in the successful administration of this Agreement.

The Employer and the Union therefore agree that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration, or alleged violation of this Agreement, and the specifically designated grievance procedure shall be strictly followed. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration process.

19.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

19.03 The Employer shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Employer in writing at Step 1 of the grievance procedure within five (5) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. However, if the Employer does consider or process a grievance which has been presented late, the Employer shall not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

19.04 All time limits referred to in the grievance procedure herein contained shall be deemed to mean "work days."

19.05 No employee shall have a grievance until he has discussed his complaint with his Foreman. If the employee's Foreman does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

**Step 1**

If an employee has a grievance, the grievance shall, within five (5) days referred to Article 19.03 hereof, be reduced to writing and presented to the designated Employer representative. The designated Employer representative shall give the grievor a written reply as soon as possible, but not later than five (5) days after such decision. If such reply is not satisfactory to the grievor, the next step must be taken within five (5) days of the designated Employer representative's answer, but not thereafter.

The grievance referred to above shall identify:

- a. the facts giving rise to the grievance;
- b. the section or sections of the Agreement claimed violated;
- c. the relief requested; and
- d. shall be signed by the employee.

**Step 2**

At this step, the written grievance shall be presented to the designated Employer representative within the aforesaid five (5) days of receipt of the designated Employer representative's reply, but not thereafter. A meeting will be held between the Steward together with the grievor involved and designated Employer representative and other representatives of the

Employer, within five (5) days of the presentation of the written grievance to the designated Employer representative. The designated Employer representative shall give his written reply to the Steward within five (5) days of such meeting.

If the designated Employer representative's reply is not satisfactory to the grievor, the next step must be taken within five (5) days after the delivery of the designated Employer representative's reply to the steward, but not thereafter.

### **Step 3**

In the event the grievance is not settled at Step 2, the party having carriage of the grievance shall request arbitration of the grievance pursuant to Section 133 of the *Ontario Labour Relations Act*, R.S.O. 1990 within five (5) days from the delivery of the decision at Step 2 to the Steward, but not thereafter.

19.06 The board of arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 19.05 hereof.

### **19.07 Union Policy Grievance or Employer Grievance**

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 19.05 hereof. The



Employer or the Union, as the case may be, shall give its written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

If the Employer is not advised of the Union's intention to proceed to arbitration within five (5) days, the Employer shall not be liable for any damages during the foregoing fifteen (15) day period.

The provisions of this paragraph 19.07 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Article 19.05 hereof shall not thereby be bypassed.

## **ARTICLE 20 - SUBCONTRACTING OF WORK**

20.01 Subject to Article 20.02, the Employer may contract out work where:

- a. he does not possess the necessary facilities or equipment;
- b. he does not have and/or cannot acquire the required manpower;
- c. he cannot provide the specified quality or is unable to meet projected time limits.

20.02 The Employer shall not subcontract any bargaining unit work covered by this Agreement if employees qualified to do the work are on layoff; if employees qualified to do the work must

be laid off, demoted or discharged as a result of the subcontracting out of work; or if other members of the Union qualified to do the work are available for the work.

## **ARTICLE 21 - JOB TRANSFERS**

21.01 Employees who are interested in transferring to another position shall advise the Employer of such interest by filing a request for transfer. When a job vacancy occurs, the Employer will give priority to employees with applications on file prior to hiring a new employee.

21.02 Any employee who, for the convenience of the Employer, is temporarily transferred for one (1) or more days to another job for which the rate of pay is different from that in effect for such employee's regular job, shall be paid the higher rate while so employed at the Employer's discretion.

21.03 Any employee who, for the convenience and benefit of the employee, is temporarily transferred for more than one (1) day to another job instead of being laid-off due to lack of work, breakdown of machinery, or other like cause, shall be paid the rate for the job to which he is transferred while so employed

## **ARTICLE 22 - DURATION**

22.01 This Agreement shall become effective on the seventh day of January two thousand and nineteen (2019), and shall remain in full force and effect until the sixth day of January, two thousand and twenty-two (2022) and shall continue automatically thereafter during annual periods of one year each, unless either party notifies the other party in writing as

provided for in Article 22.02 of its desire to negotiate amendments to this Agreement.

22.02 Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the sixth day of January, two thousand and twenty-two (2022) or similar periods thereof.

22.03 If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for purposes of negotiations.

Dated at CAMBRIDGE, ON, this 26<sup>th</sup> day of FEBRUARY, 2019.

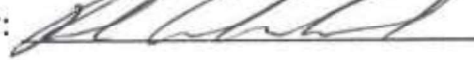
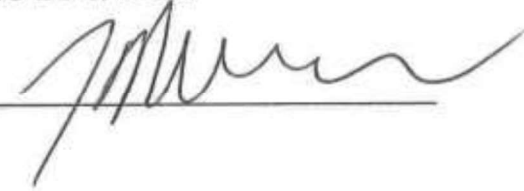
Signed on behalf of

**A&W HIGH VOLTAGE CONTRACTING LTD.**

Per:  Per: \_\_\_\_\_

Signed on behalf of

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 52**

Per:  Per: 



**SCHEDULE "A"**  
**CLASSIFICATIONS AND HOURLY RATES**

<b>January 1, 2019</b>	<b>Base Wage</b>	<b>Vac/Stat Pay 10%</b>	<b>E&amp;A</b>	<b>H&amp;W</b>	<b>Pension 7%</b>	<b>Total</b>
General Foreman	\$60.36	\$6.04	\$0.10	\$1.80	\$4.23	\$72.53
Foreman	\$53.30	\$5.33	\$0.10	\$1.80	\$3.73	\$64.26
Power Lineman Journeyman	\$43.55	\$4.36	\$0.10	\$1.80	\$3.05	\$52.85
Apprentice 4th Year	\$36.79	\$3.68	\$0.10	\$1.80	\$2.58	\$44.94
Apprentice 3rd Year	\$32.71	\$3.27	\$0.10	\$1.80	\$2.29	\$40.17
Apprentice 2nd Year	\$28.62	\$2.86	\$0.10	\$1.80	\$2.00	\$35.39
Apprentice 1st Year	\$24.55	\$2.46	\$0.10	\$1.80	\$1.72	\$30.63
Journeyman Mechanic	\$38.16	\$3.82	\$0.10	\$1.80	\$2.67	\$46.55
Apprentice 3rd Year	\$28.67	\$2.87	\$0.10	\$1.80	\$2.01	\$35.45
Apprentice 2nd Year	\$25.09	\$2.51	\$0.10	\$1.80	\$1.76	\$31.26
Apprentice 1st Year	\$24.54	\$2.45	\$0.10	\$1.80	\$1.72	\$30.62

<b>January 1, 2020</b>	<b>Base Wage</b>	<b>Vac/Stat Pay 10%</b>	<b>E&amp;A</b>	<b>H&amp;W</b>	<b>Pension 7%</b>	<b>Total</b>
General Foreman	\$61.57	\$6.16	\$0.10	\$1.85	\$4.31	\$73.99
Foreman	\$54.37	\$5.44	\$0.10	\$1.85	\$3.81	\$65.56
Power Lineman Journeyman	\$44.42	\$4.44	\$0.10	\$1.85	\$3.11	\$53.92
Apprentice 4th Year	\$37.52	\$3.75	\$0.10	\$1.85	\$2.63	\$45.85
Apprentice 3rd Year	\$33.36	\$3.34	\$0.10	\$1.85	\$2.34	\$40.99
Apprentice 2nd Year	\$29.19	\$2.92	\$0.10	\$1.85	\$2.04	\$36.11
Apprentice 1st Year	\$25.04	\$2.50	\$0.10	\$1.85	\$1.75	\$31.25
Journeyman Mechanic	\$38.93	\$3.89	\$0.10	\$1.85	\$2.72	\$47.49
Apprentice 3rd Year	\$29.25	\$2.92	\$0.10	\$1.85	\$2.05	\$36.17
Apprentice 2nd Year	\$25.60	\$2.56	\$0.10	\$1.85	\$1.79	\$31.90
Apprentice 1st Year	\$25.03	\$2.50	\$0.10	\$1.85	\$1.75	\$31.24

**A&W HIGH VOLTAGE CONTRACTING LTD.****Collective Agreement: January 7, 2019 – January 6, 2022**

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<b>January 1, 2021</b>	<b>Base Wage</b>	<b>Vac/Stat Pay 10%</b>	<b>E&amp;A</b>	<b>H&amp;W</b>	<b>Pension 8%</b>	<b>Total</b>
General Foreman	\$62.19	\$6.22	\$0.10	\$1.85	\$4.97	\$75.43
Foreman	\$54.91	\$5.49	\$0.10	\$1.85	\$4.39	\$66.84
Power Lineman Journeyman	\$44.87	\$4.49	\$0.10	\$1.85	\$3.59	\$54.99
Apprentice 4th Year	\$37.90	\$3.79	\$0.10	\$1.85	\$3.03	\$46.77
Apprentice 3rd Year	\$33.70	\$3.37	\$0.10	\$1.85	\$2.70	\$41.81
Apprentice 2nd Year	\$29.49	\$2.95	\$0.10	\$1.85	\$2.36	\$36.84
Apprentice 1st Year	\$25.29	\$2.53	\$0.10	\$1.85	\$2.02	\$31.90
Journeyman Mechanic	\$39.31	\$3.93	\$0.10	\$1.85	\$3.15	\$48.44
Apprentice 3rd Year	\$29.54	\$2.95	\$0.10	\$1.85	\$2.36	\$36.91
Apprentice 2nd Year	\$25.85	\$2.59	\$0.10	\$1.85	\$2.07	\$32.56
Apprentice 1st Year	\$25.28	\$2.53	\$0.10	\$1.85	\$2.02	\$31.89

## **LETTER OF AGREEMENT #1**

**Between**

**A&W HIGH VOLTAGE CONTRACTING LTD.**  
**(hereinafter referred to as “the Employer”)**

**and**

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 52**  
**(hereinafter referred to as “the Union”)**

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### **APPRENTICESHIP TRAINING AND PAYMENT OF UPFRONT COSTS**

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The parties to this Collective Agreement agree to the following letter to be signed by each employee upon the commencement of their apprenticeship training:

In recognition that the Employer, A&W High Voltage Contracting Ltd., wants to promote and support its apprentices, it commits to pay the upfront expenses associated with the necessary classroom instruction from the Apprenticeship Training Program; including, but not limited to the payment of fees and hours for classroom study associated with the specific level of training required (hereinafter referred to as the “Upfront Expenses”), which is estimated to be approximately six thousand dollars (\$6,000.00) per year of training.

In exchange for the Employer paying these Upfront Expenses, the Apprentice/Employee commits to continued employment with the Employer. The Apprentice/Employee understands that he/she must remain in the employ of the Employer for a period of two years following the completion of each year of training within the Apprenticeship program. Should the Apprentice/Employee leave the employ of the Employer, whether by resignation or dismissal for just

cause and not reversed through the grievance procedure, the Apprentice/Employee agrees to pay back the Employer the amounts set out below and agrees that such payment shall be deducted from any outstanding wages or monies owed, including vacation pay, overtime, termination or severance pay, or from any other payments whatsoever, according to the following schedule:

- Leave within 0 through 6 months of completion of class time - authorized to deduct 75% of the Upfront Expenses;
- Leave within 6 months to 12 months of completion of class time - authorized to deduct 50% of the Upfront Expenses;
- Leave within 12 months to 18 months of completion of class time -authorized to deduct 25% of the Upfront Expenses.

For example, if Apprentice/Employee A completes two years of apprenticeship training, at a cost of \$6,000 per year (for a total of \$12,000 in Upfront Expenses) and then resigns or is dismissed from the Employer's employ 8 months after the completion of class time, then the Employer would be authorized to deduct 50% of the Upfront Expenses (equivalent to the sum of six thousand dollars (\$6,000) from Apprentice/Employee A's outstanding wages or monies owed.

By signing below, the Apprentice/Employee authorizes the Employer to deduct according to the above schedule should he/she leave the employ of the Employer. The Employer and the Apprentice/Employee agree that this Letter of Agreement shall be considered the written authorization required by section 13(3) of the *Employment Standards Act, 2000* and further agree to execute such further documents, and take such further steps as may be required to give full effect to this intention.

**CAMBRIDGE MEMBER CENTRE**

45 Commerce Crt  
Cambridge, ON N3C4P7  
T: 519-653-3002  
TF: 877-701-2522  
F: 519-653-3004  
cambridge@clac.ca

**CLAC RETIREMENT**

1-800-210-0200

**CLAC BENEFITS**

1-800-463-2522

**CLAC TRAINING**

1-877-701-2522

**CLAC JOBS**

1-877-701-2522

**[clac.ca/myCLAC](http://clac.ca/myCLAC)**