

COLLECTIVE AGREEMENT

Between
O'CONNOR ELECTRIC

and
CLAC LOCAL 6

DURATION: April 1, 2020 – March 31, 2023

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O'CONNOR ELECTRIC

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

(hereinafter referred to as "the Union")

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer, the Union and the employees and to provide the machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as, the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act*.
- 1.03 In recognition of the mutually advantageous nature of the relationship of the parties, each party shall contribute one-half (½) of the printing costs of the Collective Agreement booklets which are distributed to the employees and management of the Employer.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for:
- a. all its employees save and except non-working foremen, persons above the rank of non-working foreman, and sales and office staff;

- b. employees for whom the Union has been certified as exclusive bargaining agent by the Ontario Labour Relations Board;
 - c. all employees employed in the Province of Ontario and not otherwise covered by sub-paragraph (a) or (b) hereof, save and except non-working foremen, persons above the rank of non-working foreman, sales and office staff and employees for whom another trade union holds valid and subsisting bargaining rights as of the date of execution of this Agreement.
- 2.02 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification, work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.03 The Employer agrees that the duly appointed Representatives of the Christian Labour Association of Canada and Construction Workers Local 6 are authorized to act on behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 The Union acknowledges that it is the exclusive function of each Employer to hire, fire, promote, demote and suspend employees provided that a claim by any employee that he has been disciplined or discharged without reasonable cause may be the subject of a grievance.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a. The Union may appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
 - b. CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of

this Agreement and enforcing the employees' collective bargaining rights as well as any rights under this Agreement and under the law.

- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from his Employer. Permission will not be withheld unreasonably and that Employer will pay such Stewards at their regular hourly rates while attending to such matters.
- 3.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to that Employer, the Union and the employees. A CLAC Representative may attend such meetings.
- 3.05 There shall be no Union activity during working hours, on the Employer's premise, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.06 CLAC Representatives shall have the right to periodically visit job sites without disrupting productivity.
- 3.07 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the Unit and realizes that, in order to provide maximum opportunities for continuing employment, good working conditions and better than average wages, the Employer must be in a strong market position, which means that it must produce at the lowest possible costs consistent with fair labour standards. The Union, through its bargaining position, assumes a joint responsibility in the attainment of these goals. The Union, therefore, agrees that it will cooperate with the Employer and support its efforts to assure a full day's work on the part of its members. It further agrees that it will support the Employer in its efforts to eliminate waste in production, conserve materials and supplies, improve the quality of workmanship, prevent accidents and strengthen goodwill between the Employer, the employee, the customer and the public.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY

- 5.01 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.
- 5.02 To assist in the efficient placement of appropriately skilled members with the Employer, it is agreed that the Employer will inform the Union office of members who are laid off and when new employees are hired where no Union members are available. Laid off members are also required to notify the Union of their status.
- 5.03 Where a new classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employee(s) involved. Failure to reach agreement shall be subjected to the Grievance Procedure.
- 5.04 Where the Employer sublets work which otherwise would be performed by employees covered by this Agreement, the Employer agrees to hire only sub-Employers whose employees will be paid not less than the rates of pay listed on Schedule "A".

When the Employer deems it necessary to reduce the workforce due to lack of work the Employer shall notify the Union of the lay-offs and,

where practicable, remove all sub-contractors prior to laying off any employee covered by the Agreement.

ARTICLE 6 - CHECK OFF AND UNION MEMBERSHIP

- 6.01 The Employer shall deduct from the pay of all employees covered by this Agreement, on the pay day of each week an amount of money equal to union dues and shall remit the same monthly, **not later than the fifteenth of the following month** to the Union office, using a separate cheque marked "union dues."
- 6.02 Employees who cannot support the Union because of a conscientious objection as determined by the Union internal guidelines, may apply to the Union in writing.
- 6.03 Any employee covered by this Agreement may become a member of the Union if he wishes to do so and may refrain from becoming a member if he so desires.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof. The wages shall apply to all work performed in the construction, erection, repair, remodelling or alteration of a building or structure, in whole or in part, which shall be or is being used for commercial, industrial or institutional purposes.
- 7.02 When the weather does not permit employees to start work at the regular starting time and the superintendent decides to send the men home, any employee who has reported for work will be compensated with one hour of his regular pay, unless he was notified beforehand by his Employer not to report for work.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 A regular workday shall consist of eight hours between 8:00 a.m. and 4:30 p.m. A regular workweek shall consist of forty (40) hours, comprised of five (5) regular work days, Monday to Friday inclusive.

- 8.02 All work performed on Saturdays and any hours in excess of forty-four (44) hours in a work week, shall be paid at the rate of one and one-half times (1½x) the regular rate of pay.

It is understood that it is the Employer's discretion who will be assigned Saturday work. The Employer may exercise this discretion through the job site foreman.

- 8.03 Work shall not 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.

No employee shall be compelled to work on a Sunday or any other day of the week if such work conflicts with the established religious convictions of the employee.

Where a week of night shifts begins on Sunday evening and concludes on a shift beginning either Wednesday evening or Thursday evening (i.e. a 4 or 5 shift week), the hours worked on the Sunday shall not be subject to the above premium.

- 8.04 All work in a shift that commences after the regular hours of work as outlined in Article 8.01 shall be paid at one hundred and ten percent (110%) of the regular hourly rate.

- 8.05 Where an employee is required to work on a service call outside his regular hours of work, he shall be paid for two (2) hours or the length of the call, whichever is greater. Service calls on the weekend shall be four (4) hours or the length of the call, whichever is greater.

- 8.06 Time spent by an employee in training that is required by the Employer is to be paid as per Article 7 & 8. In order to be paid for training time, Employer approval to attend is required and employees must coordinate attendance and enrolment with the Employer. Courses shall include, but not limited to WHMIS 2015 Refresher, Working at Heights (WAH) Refresher, Elevating Work Platforms (EWP) and site specific training required by the Employer.

ARTICLE 9 - LEAVES OF ABSENCE

9.01 The Employer shall grant leaves of absence (LOA) without pay for the following circumstances:

- a. Marriage of the employee;
- b. Serious illness of the employee or a member of his immediate family;
- c. Death in the family; or
- d. Any other reason agreed between the parties.

The Employer may, at its discretion, grant further leaves of absence without pay.

Whenever possible, requests for leaves identify a start and end date for the leave.

9.02 The above shall not preclude extensions for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.

9.03 If a request to attend a visitation or a funeral is made by an employee, the request shall not be unreasonably withheld by management. The employee shall arrange their own transportation.

9.04 In addition to the Vacation Pay as outlined in Article 10.01, the Employer shall pay an additional amount as outlined under Schedule "A" to each employee for the expressed purpose of providing an "LOA Allowance" for the circumstances listed in 9.01 above. The LOA allowance to be remitted together with applicable vacation pay as per Article 10.03, but will be identified separately under Schedule "A".

ARTICLE 10 - VACATION AND VACATION PAY

10.01 All employees who are covered under this Agreement shall receive vacation pay as a percent of the employee's total earnings exclusive of the Employer's contribution to the Union's Benefit Plan. Income tax shall be deducted weekly from the employee's earnings increased by the amount of vacation pay.

- a. Employees with less than ten (10) years of service shall receive ten percent (10%) vacation pay.

- b. Employees with more than ten (10) years of cumulative service shall receive twelve percent (12%) vacation pay. Employees with more than fifteen (15) years of cumulative service shall receive thirteen percent (13%) and employees with more than twenty years of cumulative service shall receive fourteen percent (14%) vacation pay. Employees who are rehired following an absence due to involuntary temporary layoff, trade school, illness and/or injury shall be considered as employed for the purposes of this Article.
- 10.02 Vacation periods shall be arranged by mutual agreement between the Employer and each employee. Employees shall be granted their vacation periods as requested insofar as it is practicable and in accordance with seniority, unless the Employer decides to grant all vacations at one time, in which case the Employer shall give the employees at least six (6) weeks advance notice.
- 10.03 The Employer agrees to remit the Vacation Pay of each employee as agreed upon in 9.01 of this Agreement and in accordance with the regulation set by the Employment Standards Branch, Ministry of Labour, **monthly before, but not later than the fifteenth of the following month** to the Union using a separate cheque marked "Vacation Pay", accompanied by a list on which all deductions and contributions as mentioned in 6.01, 13.02, 13.03, 17.01 and Schedule "A" are recorded.
- 10.04 In accordance with the agreement with the Employment Standards Branch, Ministry of Labour, the Board of Trustees of the Union's Vacation Pay Trust Fund, is obligated to take any steps which may be available to them either in law or in equity or in bankruptcy as may be necessary or desirable to effect collection from delinquent Employers. All costs incurred in the collection of said payment will be charged to such defaulting Employer.
- 10.05 The Employer agrees to give the auditor of the Union's Trust Fund the privilege to examine the Employer's records concerning hours and monies forwarded to the Union, if and when the auditor so desires. Any date for such an examination will be pre-arranged in writing between the auditor, the Employer and the Union.

ARTICLE 11 - HOLIDAYS

- 11.01 Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day and Thanksgiving Day shall not be regular working days. All work performed on such days shall be overtime and paid for at the rate of one and one-half times (1½x) the regular hourly rate.

ARTICLE 12 - LAYOFFS

- 12.01 In case of layoff, an employee shall be given at least a one (1) hour notice or one (1) hour's pay in lieu thereof.
- 12.02 Where the Employer elects to issue the Record of Employment (ROE) electronically, the Employer shall issue the ROE within five (5) calendar days after the end of the pay period in which an employee's interruption of earnings occurs.
- 12.03 Whenever the Employment Insurance (EI) Record of Employment is not given to the employees at the time of termination, it shall be sent by his Employer to the employee by registered mail to his last known address within twenty-four (24) hours from the time of termination.

ARTICLE 13 - HEALTH AND PENSION BENEFITS

- 13.01 The Employer agrees to give full cooperation to CLAC's Benefit Administration Office for the health & pension benefits of all employees covered under this Agreement. The CLAC Health Fund and the CLAC Pension Plan are maintained and administered by the Union and supervised by Boards of Trustees.
- a. The Health Fund provides for a certain amount of income in case of inability to work due to sickness or accident not covered by compensation through the Workplace Safety & Insurance Board (WSIB), a life and dismemberment insurance, a major medical health insurance, a dental plan and additional benefits to be determined by the Union from time to time.
 - b. Where Long Term Disability (LTD) insurance is provided, the Employer will deduct the premium amount for LTD from the employee's paycheques. The monthly amount as provided from the Union Benefit Office will be deducted in equal parts from each paycheque in a given

month. Participation in the Plan and in the payroll deduction is mandatory.

- c. The CLAC Pension Plan, a defined contribution, registered Pension Plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594, applies to all employees covered by this Collective Agreement.

13.02

- a. The Employer agrees to pay an amount of money, as outlined under Schedule "A", to the Union's Benefit Administration Office for each hour worked by each employee covered under this Agreement as an irrevocable contribution to the Health & Pension Plans. Allocation to the Union's Health Plan and the Union's Pension Plan will be as set out on Schedule "A", attached hereto and made part hereof.
- b. The Employer agrees to deduct by way of payroll deduction and remit to the Union's Benefit Administration Office, voluntary employee pension contributions in addition to those contributions outlined above. Such amounts shall not exceed the limits established by Canada Revenue Agency. These monies will be recorded separately on the Employer's monthly remittance to the Benefit Administration Office.
- c. A request for such voluntary pension deductions shall be submitted to the Employer in a format provided by the Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office by the Employer with the first remittance of such additional voluntary contributions. Requests shall be limited to two (2) changes/adjustments per year.

13.03 The Employer's contribution to the Union's Benefit Plan shall be recorded on a remittance form supplied by the Union. On these forms, the Employer will enter:

- a. name of employee;
- b. total hours worked during the month for which remittance is made;
- c. date of hire for new employees only;
- d. date of termination;
- e. hourly rate of pay;

- f. amount of vacation pay forwarded;
- g. Employer contribution;
- h. amount of union dues deducted.

The Employer will forward two copies of the remittance form, plus one cheque for the total amount of Employer's contribution to the Union monthly, not later than the fifteenth of the following month.

- 13.04 Where legislation prohibits an employee from contributing to the Pension Plan because of age, an amount equivalent to the deductions in Article 12.02(a) will be paid to that employee on each paycheque. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if he/she were still contributing to the Pension Plan.
- 13.05 The Union acknowledges and agrees that, other than remitting contributions to the Pension Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Pension Plan or be responsible for providing such benefits.
- 13.06 The Employer and the Union will cooperate in providing this information required to administer the Pension Plan on the employees' behalf. The Pension Plan staff shall be responsible for informing the employees about the Pension Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

ARTICLE 14 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

- 14.01 When employees who are covered by this Agreement are required to travel to jobs in which the Employer is involved and which lie outside a sixty kilometres (60km) from the employees' principle place of residence, and where the employee is required to live away from home, the Employer shall:
- a. Reimburse the employees mileage costs as set out below:

- i. Employees who travel a minimum of sixty kilometres (60km) from their residence to the jobsite shall be reimbursed forty-five dollars (\$45.00) per day to cover their mileage costs;
 - ii. Employees who travel a minimum of one hundred and thirty-five kilometres (135km) from their residence to the jobsite shall be reimbursed fifty dollars (\$50.00) per day to cover their mileage costs;
 - iii. Employees who travel a minimum of two hundred kilometres (200km) from their residence to the jobsite shall be reimbursed fifty-five dollars (\$55.00) per day to cover their mileage costs;
 - iv. Employees who travel a minimum of four hundred kilometres (400km) from their residence to the jobsite shall be reimbursed sixty dollars (\$60.00) per day to cover their mileage costs;
 - v. Employees who are required to travel by air to the jobsite will be reimbursed seventy-five dollars (\$75.00) for each day they are at the jobsite.
- b. Make the arrangements for accommodation, where required.
 - c. Guarantee accommodation where the job lies outside a one hundred and thirty-five kilometre (135km) radius from the employees' principle place of residence.
 - d. Guarantee accommodation where the job lies outside a one hundred kilometre (100 km) radius from the employees' principle place of residence if the employee is working a minimum of ten (10) hour shifts. If the Employer secures accommodation in the form of a secure, single dwelling residence, then employees shall be provided with a single-occupancy bedroom and shall ensure that all employees have at minimum, access to a typical bed and mattress.
 - e. Bear the full cost of transportation where an employee is required to use a public means of transportation.
 - f. Local hires for out of town projects are not entitled the allowance as outlined in 14.01(a), (b), (c) and (d) above.

- g. Provide one-way travel pay of eight (8) hours, at the employees' regular rate, to any site beyond 750km from the employees' principle place of residence if the actual one-way travel time exceeds eight (8) hours.
- h. Travel distances shall be calculated using Google Maps (avoiding toll routes).

14.02 The Employer shall reimburse employees for parking fees incurred for parking at sites where free parking is not readily availability. Such reimbursement is provided upon presentation of receipts and prior agreement with the Employer.

In-lieu of reimbursed parking fees, and where an employee elects to use a public means of ground transit, commercial ride-sharing service (i.e. Uber/Lyft) or taxi service, the Employer shall reimburse the employee up to a maximum of ten dollars (\$10.00) per day (with original receipts) as long as the vendor is HST/GST registered with the Canada Revenue Agency (CRA).

ARTICLE 15 - SAFETY/DANGER PAY

- 15.01 The Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the workers.
- 15.02 If an employee is required to work in an environment that requires protective clothing, breathing apparatus or the removal of asbestos, because it is hazardous to the employee's health, either immediate or of a long term effect, then that employee shall receive as danger pay one dollar and fifty cents (\$1.50) per hour above his hourly rate.
- 15.03 The Employer agrees to cooperate with the Union when safety and related courses are made available to the members employed with the Employer.

ARTICLE 16 - REST PERIODS

- 16.01 A break period of at least one-half (½) hour shall be provided for lunch.

- 16.02 Coffee breaks in mid-morning and mid-afternoon of ten (10) minutes shall be granted by the Employer.

ARTICLE 17 - EDUCATION AND ASSISTANCE FUND

- 17.01 The Employer shall contribute to the Union's Education and Assistance Fund an amount as outlined in Schedule "A" for each hour worked by each employee covered by this Agreement and shall remit such contributions to the Union's Administrator as set out in Article 13.03.
- 17.02 The Employer will pay one hundred dollars (\$100.00) for completion of a first aid certificate. This shall include new and renewal certifications which are in effect for at least twenty-four (24) months. The Union will bear the course costs and provide a similar reimbursement.

ARTICLE 18 - INDUSTRY FUND

- 18.01 The Employer shall contribute and remit an amount as outlined in Schedule "A" to the Union's Industry Fund for each hour worked by each employee covered by this Agreement.
- 18.02 The Industry Fund shall be used by the Union for the promotion of the industry, to promote unionized construction, and for other purposes as determined by the Union to strengthen the position of the Union, its signatory Employers, and its members, in the construction industry.
- 18.03 The total amount owing shall be remitted monthly to the Union by the 15th of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 The parties to this Agreement recognize the Stewards and the CLAC Representative specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- 19.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or

condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

- 19.03 A "Group Grievance" is defined as a single grievance, signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 19.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 20, by-passing Steps 1 and 2. Such Policy Grievance shall be signed by a Steward or a CLAC Representative, or in the case of an Employer's Policy Grievance, by such Employer or his representative.
- 19.05 **Step 1:** Any employee having a grievance will, accompanied by a Steward or CLAC Representative, submit the same to his immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.
- Step 2:** If the grievance is not settled under Step 1, a Union Representative may within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. Such Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

ARTICLE 20 - ARBITRATION

- 20.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

- 20.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 20.03 If a notice of desire to arbitrate is served, the two (2) parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the name and address of its nominee. The two (2) arbitrators so appointed shall attempt to select, by agreement, a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 20.04 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 20.05 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 20.06 Notices of desire to arbitrate and of nomination of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of receipt shall be deemed to be the date of service.
- 20.07 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 20.03, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 20.08 It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 18 and 19 where it appears that the default was owing to a reliance upon words or conduct of the other party.
- 20.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at day rate or average earnings, as applicable, times normal hours, less any monies earned, or by another arrangement which is just and equitable in the opinion of the Arbitration Board.

- 20.10 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which is, in its opinion, just and equitable.
- 20.11 Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

ARTICLE 21 - DURATION & RENEWAL

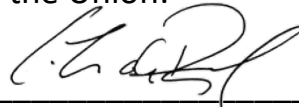
21.01 This Agreement shall be effective on the first (1st) day of April, two thousand and twenty (2020) and shall remain in effect until the thirty-first (31st) day of March, two thousand and twenty-three (2023) and for further periods of one (1) year, unless notice shall be given, by either party, of the desire to amend, change or delete any of the provisions contained herein, within the period of ninety (90) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

Signed this 1st day of April, 20 20.

For the Employer:

Paul

For the Union:



SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES

Journey person	Hrly Rate	Vac Pay (10%*)	LOA	Benefits	Pension	E&A Fund	Ind. Fund	Total
April 1, 2020	39.92	4.00*	0.00	1.49*	6.51	0.20	0.08	52.20
April 1, 2021	Wage Opener**							
April 1, 2022	Wage Opener**							

*Subject to rounding as a result of \$0.55 hourly wage increase for 2020.

**The parties agree to a wage opener for total package wage rates effective April 1, 2021 and April 1, 2022. The parties agree to meet within 60 days prior to April 1, 2021 to mutually agree upon the above rates. The agreement is subject to ratification by both parties. Should the parties not be able to agree to a settlement by April 1, 2021, the matter shall be referred to arbitration as provided for in Article 20 of the Collective Agreement. Subject to ratification of the wage opener, the Union's bargaining committee shall advise the Employer of the splitting of the total package between wages, vacation pay, LOA, pension, training and industry fund.

Lead Hand: on a jobsite where a foreman is not regularly available on-site, a Lead Hand shall be appointed. The appointment of a lead hand will be made jointly by the Employer and the Foreman responsible for the site. A lead hand shall be paid a premium of five per cent (5%) in addition to the journey person regular hourly wage rate. Lead hand premiums shall only be paid while an employee is acting as a lead hand. All lead hands shall receive supervisor training (i.e. FLST or Basics of Supervising) prior to being assigned. The designation to Lead Hand, Foreman 1 or Foreman 2 shall be communicated to the employee and shall not be unreasonably withheld by the Employer.

A Foreman 1, as designated (reclassified) by the Employer, shall be paid ten percent (10%) in addition to the journey person regular hourly rate. All foremen shall receive supervisor training (i.e. FLST or Basics of Supervising) prior to designation.

A Foreman 2, shall meet the requirements of a Foreman 1 and shall be designated (reclassified) at the discretion of the Employer. A Foreman 2 shall be paid fifteen percent (15%) in addition to the journey person regular rate.

Maintenance Rate:

A "maintenance rate" shall be established as follows:

The "maintenance rate" is only to be applied to "maintenance contracts" of one year or more. The wage rate applied shall be 10% less than the construction hourly wage rate. Implementation of the "maintenance rate" is to be agreed upon with the employee(s) affected before it is applied. Prior to implementation, an employer who wishes to apply the "maintenance rate" shall notify the union representative of the contract it is to apply to, how long the contract is for and which employee(s) will be affected. Such a request will be subject to review by the union to determine if the "maintenance rate" is warranted.

Electrician Apprentices shall be paid the following minimum rate:

- 1st Period 40% of journeyperson's rate plus 10% vacation pay plus benefits.
- 2nd Period 50% of journeyperson's rate plus 10% vacation pay plus benefits.
- 3rd Period 60% of journeyperson's rate plus 10% vacation pay plus benefits.
- 4th Period 70% of journeyperson's rate plus 10% vacation pay plus benefits.
- 5th Period 80% of journeyperson's rate plus 10% vacation pay plus benefits.

Pension Contributions

For all apprentices, Lead Hands, Foreman 1 and Foreman 2, pension contributions shall be scaled according to their applicable hourly base rate, excluding overtime and night shift premiums.

Note: Students may be employed to do general clean up and labour work (non-electrical) at an hourly rate as set by the Employer and the *Employment Standards Act*. Such employees shall not do any electrical work. Students shall be laid off before any apprentice or journeyperson.

Note: Pay stubs will be delivered via e-mail (not by post).

Note: Apprentice Level and Wage Increases – it is the apprentice's responsibility to maintain records of their hours worked. It is also their responsibility to advise the payroll department when they are entitled to a wage increase per the terms of their apprenticeship contract. The Employer will not retroactively correct the wage if the apprentice has not provided this notice. Contact payroll@oconnorelec.com for any inquiries on status of hours worked or to advise of an expected wage increase.

Note: It is the responsibility of the employee to advise the payroll department when they are entitled to vacation pay increase as per Article 9. The Employer will not retroactively correct the wage if the employee has not provided notice. Contact payroll@oconnorelec.com for any inquiries on status of years worked or to advise of an expected vacation pay increase.

LETTER OF AGREEMENT #1

Between:

O'CONNOR ELECTRIC
(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6
(hereinafter referred to as "the Union")

RE: LIMITATION PERIOD FOR HOURS OF WORK AND OVERTIME

Notwithstanding the limitation periods as set out in Articles 19.02 and 19.05, any employee who has a complaint or grievance arising out of the conditions of hours of work and overtime as outlined in Article 8 of the Collective Agreement shall have their limitation period extended to thirty (30) calendar days from the time the employee became aware that the grievance first occurred.

The Employer or Union shall not be required to consider or process any grievance which arose out of the above condition (regardless of its continuing or recurring nature) beyond this limitation period.

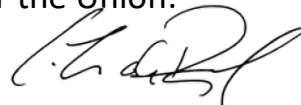
Upon the submission of the complaint or grievance, the grievance process shall proceed as outlined in Article 19.05.

Signed this 1st day of April, 20 20.

For the Employer:

Paul Morell

For the Union:



LETTER OF AGREEMENT #2

Between:

O'CONNOR ELECTRIC
(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6
(hereinafter referred to as "the Union")

RE: ARTICLE 8.06

Further to Article 8.06, all new employees hired after April 1, 2020 who do not have the requisite certifications (Working at Heights, WHMIS 2015, Elevating Work Platforms, Health & Safety Awareness) upon hire shall take the training on their own time.

In the event an employee fails on their first attempt, any additional attempts will be on their own time, within reason.

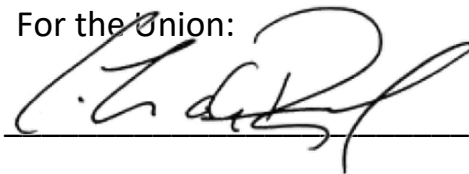
The Employer will determine the appropriate WHMIS 2015 refresher course guidelines.


Signed this 1st day of April, 20 20.

For the Employer:

Paul Morell

For the Union:



Signature: 
Paul Motell (Jun 23, 2020 10:57 EDT)
Email: pmorell@oconnorelec.com

Signature:
Email:

CAMBRIDGE MEMBER CENTRE

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CLAC RETIREMENT

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CLAC TRAINING

1-877-701-2522

CLAC BENEFITS

1-800-463-2522

CLAC JOBS

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