

COLLECTIVE AGREEMENT
(Field Copy)

For Construction and Maintenance
Wataynikaneyap Power Transmission Project
made and entered into

BETWEEN:

Valard Construction LP

(the "Employer")

and

The Canadian Union of Skilled Workers

(the "Union")

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Tool List

Letters of Understanding

SECTION 1 PREAMBLE

100 WHEREAS the Union, as defined in the covering page of this Collective Agreement, has in its membership competent, skilled and qualified workers to perform the work within the scope of this Agreement; and

WHEREAS the Employer and the Union desire to mutually establish and stabilize wages, hours and working conditions for all employees of the Employer performing construction and maintenance work and further, to encourage closer co-operation and understanding between the Employer and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement; and

WHEREAS it is the desire of both the Employer and the Union to recognize the principles of multi-tasking for productivity improvements and member development.

NOW THEREFORE, the Employer and the Union mutually agree that the working conditions as set out below shall be applicable to these employees of the Employer.

SECTION 2 SCOPE OF AGREEMENT

200 A. The Employer recognizes the Union as the exclusive bargaining agency for a bargaining unit as defined in Item B engaged in all construction and maintenance work performed by or for the employer.

B. The bargaining unit under this Agreement shall comprise all employees of the employer engaged in construction and/or maintenance work excluding management functions.

Classifications of employees shall be established by the parties as required to reflect the principles of trade certification requirements and the principles of multi-skilling.

Any classification of employee may be required to perform the duties of an equal or lesser qualified classification in the same craft jurisdiction provided that his/her wage rate is maintained.

An employee of any classification required to operate vehicles or work equipment shall have a current license as required by provincial legislation.

201 A. This Agreement applies to all construction and maintenance work and shall include all work performed in mechanical, electrical, civil and communications

industries.

- B. The Union recognizes the Employer as the exclusive employer agency for this Agreement and in all matters pertaining to the administration of this Agreement.

C. The term "employee" includes all employees of the Employer in the classifications as set out in Item A and B above and all employees of Employers identified in paragraph F (i) for the work described in Item 200 B above.

D. A sub-foreperson is an individual who may exercise some supervisory responsibility.

E. The term "Employer" shall mean the employer as defined in the cover page of this agreement.

F. The Employer reserves the right to contract out work. When contracting out work the Employer shall do so in accordance with the following:

(i) The employer agrees to perform their core work with their direct hire employees.

(ii) Subject to (iii), all contractors and subcontractors awarded work on the Wataynikaneyap Power Transmission Project shall be party to or bound by a collective agreement applicable to the work with CUSW, or shall execute the Wataynikaneyap Power Transmission Project Short Form Tie-In Collective Agreement. The Employer will provide CUSW with the Short Form Tie-In Collective Agreement prior to commencement of the work, signed by the contractor or sub-contractor.

(iii) to be determined

G. Wage rate shall mean an employee's total hourly rate including wages and benefits. The term 'pay' shall mean 'wage rate'. 'Straight time' shall mean the 'wage rate'. 'Appropriate premium' rate shall mean the overtime premium (either time and one half or double time) applied against the 'wage rate' as determined by the collective agreement'. 'Base rate' includes wages only and does not include benefits.

H. This collective agreement shall not apply where Labour Requirements provisions require the employer to apply the terms and conditions of CUSW or EPSCA collective agreements.

* Clarity note: The scope of the Construction and Maintenance Agreement will exclude all employees covered by the Communications and Network Cabling Agreement.

202 A. This Agreement shall be deemed to include any additional appendix and/or wage schedule added, as the said appendices and or wage schedules may be revised by the Employer and the Union by mutual agreement, from time to time.

- 203 A. The jurisdiction of the Union shall be Province of Ontario and other jurisdictions as agreed by the Parties.

SECTION 3 MID-TERM AGREEMENT

- 300 A. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto.

SECTION 4 WORK ASSIGNMENT

- 400 A. The Employer will provide notice to the Union as far in advance as possible of all new work coming under the scope of this Agreement including all related contracted and subcontracted work.

- B. The jurisdiction of the Union shall be as described in Section 2 of this Agreement.

- C. Clarification of jurisdiction of each classification shall be established by the Union after a discussion with the Employer.

SECTION 5 UNION RIGHTS AND REPRESENTATIVES

- 500 A. The Union will designate Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement. The Union will notify the Employer in writing of the names of such Union representatives or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to work locations. Upon entering the work location, such representatives, after identifying themselves to the Employer representative, will be free to observe the progress and conduct of the work and to conduct normal Union business associated with the administration of this Collective Agreement. The Union undertakes that these representatives will not unduly interfere in any way with said work.

- 501 A. The Union reserves the right to appoint or remove any Steward or Chief Steward on any work site where workers are employed under the terms of this Agreement. If a Steward is transferred to another worksite they will continue to be recognized as a Steward unless there is another Steward on that site. In such cases, the transferred Steward will not be recognized unless the Employer is notified by the Union.

B. The Employer Representative shall be notified in writing when a Steward or Chief Steward is appointed and when such Stewards cease to act as Stewards.

C. The Steward will be responsible for his/her regularly assigned work on behalf of his/her Employer.

D. Such Stewards shall be allowed sufficient and reasonable time to see that the provisions of this Agreement are observed.

E. No Steward shall be discriminated against by the Employer because of the performance of his/her duties as Steward.

F. Provided he/she is qualified to do the work, a Steward who is working at a work site where overtime is being worked shall be given the first opportunity to work on that overtime work.

If additional employees are required for a worksite that overtime is being worked on Saturdays, Sundays or recognized holidays, first opportunity shall be given to any Stewards also working within that group, providing that such Steward is qualified to do the work.

G. Where appropriate as decided by the Union and where more than one Steward is required, one Steward shall be appointed Chief Steward.

H. The Chief Steward, providing he/she is qualified to perform the work, shall not have their employment terminated or be transferred without the consent of the Accredited Union Representative until as near as possible to the completion of the job, unless with just cause. Where an Employer has only one Steward appointed for a job, such Steward will receive the same consideration given a Chief Steward as noted above.

I. The Employer shall notify the Union prior to transferring a Steward to another Project Manager.

J. The Employer agrees to access to the camps and work locations upon reasonable notice including meetings on company premises.

502 A. Any worker acting as the designated or certified Health & Safety representative or alternate as defined by the *Occupational Health & Safety Act* shall be treated the same as Chief Stewards for purposes of lay off. Providing he/she is qualified to perform the remaining work, the designated Health & Safety representative or certified alternate shall be the last to be laid off prior to the Chief Steward.

If the Employer feels that any Health and Safety representative is not

- B. discharging his/her health and safety duties in a manner that follows the intent and spirit of the legislation, the Employer may refer the issue to the Joint Committee referred to in Section 15 for resolution. If the matter cannot be resolved by the Joint Committee, the grievance procedure may be invoked.

SECTION 6 MANAGEMENT RIGHTS

- 600 A. The Union acknowledges the right of the Employer to manage the business in which they are engaged in and to direct the working forces, to discharge or discipline Employees for just cause.

The Union acknowledges the right of the Employer to maintain order and to make from time to time, reasonable rules and regulations to be observed, which will not be inconsistent with the provisions of this agreement.

SECTION 7 EMPLOYEE DESIGNATION

- 700 A. It is understood that senior forepersons, forepersons and subforepersons hold responsible positions in the relationship between the Employer and the Union. Both parties agree that every effort should be made to recruit and retain senior forepersons, forepersons and subforepersons who have a high degree of efficiency in the performance of their jobs and in the handling of their workers. Recognizing the responsibilities involved in performing supervisory duties and being a member of the Union, the Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the senior forepersons, forepersons and subforepersons, the Employer and the Union.

- B. The parties recognize the responsibilities of senior forepersons, forepersons and subforepersons to discharge their supervisory duties. If the Union feels that the senior foreperson and foreperson or subforeperson is not discharging his/her supervisory duties in a manner that is fair and equitable, or if any Employer feels that the Union is interfering with the senior foreperson, foreperson or subforeperson in the performance of his/her supervisory duties, the Employer or the Union may refer the problem to the Joint Committee referred to in Section 16 - Committees, Subsection 1600 - Joint Committee, for resolution. If the matter cannot be resolved by the Joint Committee, the grievance procedure may be invoked by either party.

- C. The selection of senior forepersons and forepersons will be the responsibility of the Employer and done by name hiring from Union members. When making appointments to the senior foreperson, foreperson and subforeperson levels, the Employer will give consideration to those Union members presently employed

however this does not create an obligation to make an appointment of a senior foreperson or foreperson from these employees. The retention of senior foreperson, forepersons and subforepersons will be the exclusive right of the Employers.

D. Such senior forepersons, forepersons and subforepersons shall be members of the Union and shall register at the Union Office and shall be issued with clearance cards. If clearance has not been provided within three (3) working days, the Employer may proceed with the employment of the senior foreperson, foreperson unless the employee's union dues are in arrears.

E. In the interest of efficiency and productivity, the Employer shall have the right to move senior forepersons, forepersons and subforepersons from work site to work site.

F. The senior forepersons differential shall be fifteen (15) percent above the journeyman rate differential as set out in the existing wage schedule. The senior foreperson has responsibilities over and above the forepersons' e.g., multiple crews. The foreperson's differential shall be twelve (12) percent above the journeyman rate differential as set out in the schedules. The subforepersons differential shall be six (6) percent above the journeyman rate differential as set out in the existing wage schedules. The rates of pay for all forepersons and subforepersons covered by this Agreement will be set forth in the current wage schedules. The Employer will provide the Union with current wage schedules.

G. Persons appointed to subforeperson, foreperson and senior foreperson positions will be provided supervisory training, prior to appointment, when possible.

H. Forepersons may be required to work with the tools when the crew size is six (6) or less including the foreperson.

SECTION 8 UNION SECURITY

800 A. All employees falling under the scope of this Agreement will be members or will apply for membership in the Union within fifteen (15) calendar days and will maintain such membership in good standing in the Union as a condition of employment. The Employer will co-operate with the Union but bears no responsibility for policing membership status.

SECTION 9 EMPLOYMENT PRACTICES / HIRING

900 A. A contact person will be designated by the Employer for the purpose of coordinating employment as specified in this Section.

B. The Employer and the Union will exchange the names of their representatives who will be responsible for co-operating in the referral and employment of reliable and competent Union members.

C. The Employer will notify the Union of future staffing requirements for all employees coming within the scope of this Agreement.

D. The Union will co-operate with the Employer and advise the Employer contact person of the name, address and telephone number of those being referred as soon as it is known and before the employee commences work.

E. The Employer reserves the right to transfer key tradespersons to the work covered by this agreement. Key tradespersons will comprise linepersons, electricians, communications electricians, splicers, and other specialists. Key tradespersons so transferred will be issued a clearance card from the Union office.

901 A. The employment of workers shall be carried out on the following basis and sequence:

(i) The Employer agrees to hire and employ only members of the Canadian Union of Skilled Workers on all mechanical and electrical (including linework) Communications work. Such workers shall not be employed unless they are in possession of a clearance card from the Union office.

(ii) If the Union is unable to furnish qualified and/or certified Union members, or travel-card members to the Employer within three (3) working days of the time the Union office receives the request (excepting Saturdays, Sundays, and Holidays), the Employer shall be afforded the right to employ qualified or certified tradespersons (travel-card members) as are available. The Union will issue clearance cards to tradespersons hired in these circumstances. All employees shall register with the Employer prior to commencing work.

902 A. When unable to proceed with work, an Employer may elect to either layoff or standoff part or all of his/her crew.

B. In all cases of layoff, the Employer shall layoff its employees within the classification in the following sequence;

- (i) union members
- (ii) CUSW key tradespersons

The purpose of this Section is to ensure fair and equitable treatment of employees in the event of reductions in the work force while, at the same time, allowing the Employer to direct and deploy the work force. Nothing in this Section restricts the Employer's right to transfer employees to meet work demands. In all cases where the reduction of staff involves an employee that has greater than 2 years of continuous employment with the Employer, the layoff will be carried out on a last in first out basis.

Standoff

C.

- (i) Standoff is a mechanism to be utilized for short durations by the Employer, when work is delayed e.g., spring break-up (1/2 load season) material shortages, outages and release of scheduled work. The standoff process is not intended to circumvent the layoff process.
- (ii) If the Employer elects standoff it reserves the right to standoff its employees, including stewards, without pay, up to a maximum of fifteen (15) consecutive working days. No daily travel or room and board allowance will be paid to an employee for a standoff period. Chief Stewards shall only be placed on standoff when all others under the Project Manager are on standoff.
- (iii) If standoff continues beyond fifteen (15) consecutive working days, an employee, at his/her option, may elect to remain on standoff up to a maximum of forty-five (45) days or be removed from standoff at any time during that forty-five (45) days.
- (iv) An employee who elects to remain on standoff shall be issued a Record of Employment Form indicating "standoff - lack of work" dating back to his/her first day on standoff.
- (v) No employee shall be placed on standoff more than twice annually, in a calendar year (January 1st to December 31st), unless additional standoff is agreed to by the employee.

903 A. Transfer of Employees

- (i) The Employer reserves the right to transfer employees to meet its needs, having regard for the special requirements of the work. The Employer shall provide transportation or pay the cost of public transportation or pay mileage at fifty cents (\$0.50) per kilometre, whichever is deemed appropriate by the Employer, for the initial trip to the new work location from the employees' most recent work location. The Employer shall also pay travelling time at the appropriate straight time rate, up to a maximum of eight (8) hours per pay.

- (ii) Mileage will only be paid when the workers are transferred from outside 40 kilometres from their current report location, to a new reporting location on the Watay project.
- (iii) The Employer will make every reasonable effort to transfer employees as near as possible to their regular residence as the work permits.
- (iv) Employees who are receiving subsistence allowance shall be notified of all potential transfers or layoffs no later than Thursday of the previous week when possible.

Transfers

B.

- (a) Prior to implementing any transfers, the Employer shall identify the Project requiring additional staff and the Project with staff available for transfer. The Employer shall first attempt to satisfy a requirement for additional staff by considering requests for transfers from volunteers.
- (b) If there is an insufficient number of volunteers to meet requirements, the Employer will select the most junior qualified person in the appropriate classification at the Project to be transferred.

The Employer reserves the right to transfer employees between all construction sectors to meet its needs.

C.

904

- A. The designated certified Health & Safety Representative and certified Health & Safety alternate shall be excluded from the transfer provisions. These individuals will be transferred by joint agreement of the Employer Representative and the Accredited Union Representative based on the overall health, safety and efficiency needs of both parties.

SECTION 10 HOURS OF WORK

1000 A. The Wataynikaneyap Power Transmission Project will be scheduled for a twenty (20) and eight (8) work cycle. Hours of work on the project shall be as follows:

The scheduled hours shall be:

- (a) The work cycle shall normally consist of ten (10) hour shifts, commencing on a Monday, Tuesday, Wednesday, Thursday or Friday, for twenty (20) consecutive ten (10) hours work per day, followed by eight (8) consecutive days off.
- (b) Monday through Friday shall consist of the first eight (8) hours of work paid at the regular rate of pay.
- (c) All hours worked on Saturdays, and hours worked beyond eight (8) hours a day Monday through Friday, shall be paid at time and a half (1 ½) the regular rate of pay.
- (d) All hours worked on Sundays and Statutory Holidays shall be paid at two (2) times the regular rate of pay.
- (e) Each workday will normally be 7:00 a.m. – 5:30 p.m., inclusive of two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid lunch break.
- (f) When workers are requested to work beyond their normal twenty (20) day shift cycle, they will be compensated in accordance with (b), (c) and (d) above.
- (g) Such travel arrangements and days of work shall be clearly communicated by Valard Construction LP to the employees prior to the commencement of the twenty (20) and eight (8) shift cycle.
- (h) Nothing in this Article shall be construed as a guarantee of any number of days of work or hours of work in any shift or week.

Weekly hours will be established for a minimum period of thirty (30) days whenever possible. Six (6) days' written notice shall be sent to the Union prior to a change in weekly hours.

1001 The normal daily hours, as provided for in Subsection 1000, Item A, are to be worked between 7:00 a.m. and 6:00 p.m. with a variance of one hour in the a.m. only.

- (i) For employees working normal hours on a five (5) day work week, a fifteen

A. (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked.

(ii) For employees working normal hours on a four (4) day work week, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked.

B. For employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift and before commencing overtime work.

C. For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each three (3) hours of overtime worked.

D. A thirty (30) minute lunch break shall be provided at a time established by the Employer.

E. An employee on call for 7-day coverage will be paid \$165.00 per week plus an extra \$25.00 for statutory holidays. Minimum call will be three hours at the appropriate rate. The Employer agrees to ask for competent volunteers when assigning employees to 7-day coverage.

1002 A. An employee who reports for work, unless directed not to report the previous day by the Employer, shall receive a minimum of three (3) hours' pay plus the appropriate daily travel or board allowance at the applicable rate when he/she reports for work but is unable to commence or continue to work because of circumstances beyond his/her control. An employee will not receive this allowance if unable to complete the shift as a result of inclement weather.

B. Notwithstanding Subsection 1002, Item A above, when an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated for the actual time worked plus applicable travel or board allowance.

1003 A. An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive three (3) hours' pay at the applicable rate. To qualify, the employee must remain at a protected place or area as designated by the Employer for three (3) hours, unless excused by an authorized representative of the Employer.

B. An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive three (3) hours' pay at the applicable rate of pay or the actual time worked for that shift, whichever is the

greater.

C. An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.

1004 A. The holidays recognized under this Agreement are:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	

B. Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday, it shall be observed either on the proceeding Friday or following Monday.

1005 A. When working an eight (8) hour day on a five (5) day per week work schedule, overtime shall be paid at one and one half (1 ½) times their straight time rate for all work performed during the first two (2) hours after normal quitting time.

When working a ten (10) hour day on a four (4) day per week work schedule, overtime shall be paid at one and one half (1 ½) times the straight time rate for all work performed during the first two (2) hours after normal quitting time.

Employees who work in excess of twenty-four (24) hours continuously will continue to be paid premium rate for all additional hours worked until such time as the employee receives an eight (8) hour break from work.

All other hours worked outside the normal daily scheduled hours and overtime worked on Saturday, Sunday, recognized holidays and non-shift hours shall be paid at two (2) times the straight time rate.

B. When an employee has not been notified the previous day that he/she will be required to work for more than two (2) hours beyond the normal quitting time of his/her shift and after approximately two (2) hours has been worked, he/she shall be provided a lunch and allowed thirty (30) minutes to consume same at the base hourly rate of pay. After each additional four (4) hours is worked, the employee shall be provided a lunch and allowed thirty (30) minutes to consume same at the base hourly rate of pay.

When an employee has been notified the previous day, no lunch will be provided, but the employee will be allowed thirty (30) minutes to eat at the base hourly rate of pay.

When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period.

The above-noted is not applicable to the first ten (10) hours worked on Saturdays, Sundays and recognized holidays.

- 1006 A. When an employee is called in to work outside of his/her normal hours of work, he/she shall receive a minimum of two (2) hours' work at two (2) times the straight time rate plus travel allowance where applicable.
- B. If the employee's normal hours of work commence within this two (2) hour period, the employee will be paid two (2) times the straight time rate for the actual hours worked and revert to his/her normal rate at the commencement of his/her normal hours of work.
- 1007 A. (i) Shift work may be established on all work except tower erection and stringing operations provided that there are at least four (4) consecutive days of shifts to be worked, excluding Saturdays, Sundays and recognized holidays.
- (ii) Where shift work is established, the normal shift hours shall be the same as the day hours.
- (iii) The normal starting time for day shift hours shall be the same as the day work hours described in Subsection 1001.
- (iv) The second shift hours shall commence with the conclusion of the day shift hours.
- B. (i) Employees required to work shift work on the second shift of a two (2) shift operation shall receive a shift differential of time and one seventh for normal scheduled shift hours worked. If an employee is removed from their scheduled shift prior to completing four (4) consecutive shifts, the employee will be paid shift differential for the balance of the four (4) consecutive shifts that would have been worked had the employee had not be reassigned, up to a maximum of four (4) days of shift differential.
- (ii) No employee shall be required to work more than one (1) shift in any twenty- four (24) hour period unless the overtime rate is paid.
- (iii) The shift rate will be based on the day in which the shift begins.
- 1008 A. It may be necessary from time to time to vary the hours of work established in

Subsections 1001 and 1007. Any amendments to the hours of work will be established by mutual agreement between the Employer and the Union. Changes in hours of work agreed to in this section will also vary the overtime rates established in Subsection 1005.

- 1009 A. Annual unpaid vacation entitlement shall be twenty (20) working days and, in special circumstances, upon agreement of the Union and the Employer additional vacation may be granted, providing work scheduling will permit. All vacation will be taken with the approval of the Employer and approval shall not be unreasonably denied.

SECTION 11 WAGES AND PAY PROCEDURE

- 1100 A. Wage rates for employees in the classifications established in Subsection 200, Item B of this Agreement shall be as set forth in the current wage schedules. The Employer will provide the Union with current wage schedules.

- B. Wage rates for all classifications established in Subsection 200, Item B of this Agreement, excluding senior forepersons, forepersons and sub-forepersons (see section 600), will be drawn up in accordance with the following Table of Relationships. This table indicates the relationship to be maintained between the basic classifications within the bargaining unit. Changes in basic classification wage rates shall be accompanied by changes in the subsidiary classification wage rates in accordance with the percentages shown in the table. Base Rate is calculated by subtracting Vacation and Statutory Holiday pay, the Pension remittance and the Welfare remittance from the Total Wage Package for non-Civil Certified Trades.

Table of Relationships

<u>Classification</u>	<u>Percent of *Base Rate</u>
Certified Trade 5 year Apprenticeship (other than Civil trades)	
- Journeyperson	*100
- Apprentice	
5 th period	80
4 th period	70
3 rd period	60
2 nd period	50
1 st period	40
Certified Trade 4 year Apprenticeship (other than Civil trades)	
- Journeyperson	*100

- Apprentice	
4 th period	80
3 rd period	70
2 nd period	60
1 st period	50
Certified Trade 3 year Apprenticeship (other than Civil trades)	
- Journeyperson	*95
- Apprentice	
3 rd period	80
2 nd period	65
1 st period	50
Truck Driver	
- Class A-Z	80
- Class D-Z	70
- Welder	*100
Groundperson	
Groundperson 3	80
Groundperson 2	70
Groundperson 1	60
Assembler	
Assembler 4	65
Assembler 3	60
Assembler 2	55
Assembler 1	50
- Utility Person	50
- Electrical Forester	85
- Apprentice (Apprentice rates are based on Electrical Forester Rater.)	
4 th period	80
3 rd period	70
2 nd period	60
1 st period	50
Electrical Forester (Skidder Operator)	70
Electrical Forester (Herbicide Application)	60
Electrical Forester (Brush	50
Cutting/Cleanup)	

Certified Civil Trades which have an Apprenticeship program will be paid at ninety-five (95) percent of base rate for Certified non-civil tradesperson (e.g. lineperson). Apprenticeship rates are based on this base rate.

Civil Trades (No Apprenticeship) 85

1101 A. Normal

- (i) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event, not later than Thursday of the following week.
- (ii) Wages shall be paid by the Employers at the work location, before quitting time, by cheque, payable at par in the locality of the work location. By mutual agreement, wages may be paid as a direct deposit to a bank account designated by the employee. Accompanying each payment of wages shall be a statement, in writing, which can be retained by the employee, setting forth:
 - (a) the period of time or the work for which the wages are being paid;
 - (b) the rate of wages to which the employee is entitled;
 - (c) the amount of wages to which the employee is entitled;
 - (d) the amount of each deduction from the wages of the employee and the purpose for which each Deduction is made;
 - (e) any allowance or other payment to which the employee is entitled;
 - (f) the amount of vacation pay for which the employee is being credited;
 - (g) the amount of recognized holiday pay for which the employee is being credited; and
 - (h) the net amount of money being paid to the employee.
- (iii) In cases where inclement weather is declared on pay day, employees will receive their pay before leaving the work location, provided it is available at the work location.

On Termination

B.

- (i) An employee who voluntarily terminates their employment will be provided final pay on the next regular pay day for the period worked.

- (ii) At work locations where the Employer does not have an on-site pay office, an employee will have final pay and termination documents mailed to their residence within eight (8) working days from termination. This does not preclude an employee being paid his/her final pay at the work location prior to the expiration of the eight (8) day period.
- (iii) An employee who is discharged shall be provided with his/her final pay immediately if the Employer's pay facilities are at the work locations or as per Item B (ii) above, if the Employer's pay facilities are not at the work location.
- (iv) Failure of the Employer to comply with the requirements in Clause 1101 B (i), (ii) and (iii) will entitle the employee to two (2) hours at the straight time rate for each normal work day of non-compliance.

SECTION 12 UNION AND BENEFIT FUNDS

1200 A. The Employer agrees to deduct from the total wage package above and pay into an operative welfare plan for all hours worked. Such welfare payments will be set forth in the wage schedules provided by The Employer.

B. The Employer agrees to deduct from the total wage package and pay into an operative retirement plan an amount of money per hour to be determined by the Union for all hours worked. Such pension payments will be set forth in the wage schedules provided by the Employer.

1201 A. The vacation and recognized holiday pay rate shall be ten percent (10%) of vacationable gross earnings. The vacation pay rate shall be four percent (4%) and the recognized holiday pay rate shall be six percent (6%).

Payment of vacation and recognized holiday pay shall be made weekly.

B. 1202 A. The Employer agrees to deduct Union Funds from wages and to remit the amounts deducted to the Union. The amounts to be deducted and remitted will be as set out in the wage schedules attached hereto.

B. A checkoff system of Union initiation fees and dues will be made operative for the lifetime of this Agreement. The Employer will supply full checkoff lists of employees subject to checkoff at regular intervals and agrees to collect monthly for the Union dues payable to the Union. The Employer will transmit the monies so collected to the designated officials of the Union. The Union will indemnify the Employer for any liability arising from the deduction of initiation fees and dues as requested by the Union.

C. The Employer shall put into effect any changes to Union funds or dues upon notification by the Union.

D. The Employer will arrange for each worker falling under the jurisdiction of the Union to sign a Union dues checkoff authorization as a condition of employment at the time he/she is employed.

SECTION 13 TRAVEL AND ROOM AND BOARD ALLOWANCE

1300 Daily Travel Allowance

A. The daily travel allowance will be paid by the Employer to its employees who are not living in camp, who are provided with employer transportation, or who are receiving a subsistence allowance as referred to in Subsection 1201, on the following basis:

- (i) If an employee lives within forty (40) actual kilometres* of the work location or declared assembly point no travel allowance will be paid.
- (ii) If an employee lives within forty (40) to fifty-six (56) actual kilometres of the work location or declared assembly point, they shall receive \$27.96 effective April 1, 2019, \$28.24 effective April 1, 2020, \$28.52 effective April 1, 2021 per day travel allowance for each day worked or reported for.
- (iii) If an employee lives within fifty-six (56) to eighty (80) actual kilometres of the work location or declared assembly point, they shall receive \$33.45 effective April 1st, 2019, \$33.79 effective April 1, 2020, \$34.12 effective April 1, 2021 per day travel allowance for each day worked or reported for.
- (iv) If an employee lives within eighty (80) to ninety-seven (97) actual kilometres of the work location or declared assembly point, they shall receive \$36.91 effective April 1, 2019, \$37.27 effective April 1, 2020, \$37.65 effective April 1, 2021 per day travel allowance for each day worked or reported for.
- (v) If an employee lives greater than ninety-seven (97) actual kilometres from the work location or declared assembly point and does not qualify for subsistence allowance under Section 1201 below, they shall receive \$41.07 effective April 1, 2019, \$41.48 effective April 1, 2020, \$41.89 effective April 1, 2021 per day travel allowance for each day worked or reported for, provided the Employee continues to travel greater than ninety-seven (97) actual kilometres daily.
- (vi) When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier will be measured using an electronic mapping system agreed to by the parties to establish the

employee's travel allowance entitlement, board allowance entitlement and initial and return allowance entitlement.

- (vii) A natural barrier is defined as any obstruction or impediment that creates an unreasonable relationship between radius kilometres and actual kilometres travel.

B. The Employer reserves the right to base daily travel allowance on the distance in actual kilometres from where an employee lives to either the work location or declared assembly point, depending on where the employee is directed to report.

**For the purpose of this Section:*

"Declared assembly point" is a material yard, field office or other location that may from time to time be designated by the Employer as a location for assembling prior to leaving for the work location.

"Actual Kilometres" will be calculated using Google map or the most direct route.

C. From time to time, on a volunteer basis, it may be appropriate to vary the Room and Board and Travel for specific bid projects/work situations. Any amendments to the Room and Board and Travel will be established by mutual agreement between Valard Management and the Canadian Union of Skilled Workers.

1301 Room and Board Allowance (Subsistence)

A. The following conditions will apply for employees whose regular residence* is more than ninety-seven (97) actual kilometres from the work location:

- (i) An Employer may supply either:
 - (a) free room and board in camp or a good standard of board and lodging;
or
 - (b) When camp is full or unavailable, the Employer may choose to offer Employees free room, and meal allowance of \$45/day, or
 - (c) Offer the Employee a daily Subsistence allowance in accordance with (i) and (ii) below:
 - (i) When an employee's regular residence is more than ninety-seven (97) actual kilometres from the work location, which is north of the French River and the employee maintains temporary accommodations at or

near the work location, the employee shall be paid a subsistence allowance of \$122.00 effective April 1st, 2019, \$124.00 effective April 1, 2020, \$126.00 effective April 1, 2021 per day for each day worked or reported for.

(ii) South of the French River, an employee will be paid \$112.00 effective April 1st, 2019, \$114.00 effective April 1, 2020, \$116.00 effective April 1, 2021 per day for each day worked or reported for.

**For the purpose of this Section, "regular residence:"*

1. *The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he/she can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and*
2. *The employee normally resides in the residence, except for those periods of time when, because of the location of the work, the employee obtains temporary accommodation for that work location.*
3. *Should the employee relocate to a new residence while within the employ of the employer, the employee will be required to provide supporting documentation of the "new" residence as per the employer's residency policy.*
4. *The calculation of distance shall be the employee's regular residence.*

B. An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Subsection 1300 and Subsection 1301, Item A above, when such employee reports for work but does not remain at work for his/her scheduled daily hours, unless excused by an authorized representative of his/her Employer. Such permission shall not be unreasonably denied.

C. Workers living in the Camp Accommodations, who do not report for work on a regular work day due to causes other than legitimate illness and/or legitimate absences when they are physically able to do so, may be charged the equivalent to the most current daily subsistence allowance rate for each regular day not worked.

D. Workers staying in Hotels/Motels and receiving a meal allowance, who do not report for work on a regular work day due to causes other than legitimate illness and/or legitimate absences when they are physically able to do so, may be

charged a fee of seventy-five dollars (\$75.00), and denied the meal allowance for each regular day not worked.

E. Workers who are paid a Daily Subsistence Allowance, who do not report for work on a regular work day due to causes other than legitimate illness and/or legitimate absences when they are physically able to do so, may be denied the Daily Subsistence Allowance for each regular day not worked.

F. Workers, failing to make use of the Camp Accommodations on a repeated basis, may be charged at the full room and board rate for each day not used, and may forfeit their right to accommodations.

G. Upon application, payment of Room and Board/Travel Allowance will be issued for the first two (2) pay periods. Failure to provide satisfactory proof of eligibility during this period will result in cessation of payments and the recovery in two (2) equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

1302 Travel Time

A. The Employer will supply transportation between the assembly points and work locations.

1303 Initial and Return Travel and Transportation

A. The Employer will pay initial Mobilization and terminal De-mobilization travel pay; up to eight (8) hours pay for initial travel to the project, and up to eight (8) hours pay for terminal travel at the completion of the project.

B. The Employer may provide suitable Transportation, in lieu of travel monies for the initial trip to the projects site, and for the terminal trip at the end of the project.

C. Where it is more suitable for the Employee to provide their own transportation to the project for their initial trip up and terminal trip back, the Employer will reimburse the Employee a travel allowance of fifty cents (\$.50) per kilometre, up to a maximum of five hundred (500) kilometres for both the initial, and terminal transportation to the project.

D. Employees selecting the travel allowance in lieu of Employer provided transportation will need to declare this option upon hire.

E. To qualify for payment of initial travel allowance, the Employee must be engaged in work for a minimum of fifteen (15) working days or the duration of the job, whichever is less. To qualify for payment of terminal travel allowance, the Employee must remain on the project until laid-off for shortage of work, or he/she

is transferred to another Valard project.

- F. The Travel allowance will be based from the Employees Regular residence to the project reporting location, in accordance with Article 1301 A (ii) above.

1304 Turnaround Travel

- A. The Employer may provide suitable Transportation, in lieu of travel monies for Employees to return to their Regular Residence based on the twenty (20) days on and eight (8) day off rotation.

- B. Where it is more suitable for the Employee to provide their own transportation to the project on their Turnarounds, the Employer will reimburse the Employee a travel allowance of fifty cents (\$.50) per kilometre, up to a maximum of five hundred (500) kilometres for the trip home from the project, and the return trip to the project after the turnaround.

- C. Employee selecting the Turnaround Travel allowance in lieu of Employer provided transportation will need to declare this option upon hire.

- D. The Travel allowance will be based from the Employees Regular residence to the project reporting location, in accordance with Article 1301 A (ii) above.

SECTION 14 TOOLS AND CLOTHING

- 1400 A. Employees shall be required to provide themselves with the ordinary hand tools of the trade, as specified in the attached tool listing. The Employer will provide, insofar as is practical, separate facilities for storing the tools, but shall not be held responsible for losses, except as noted hereunder.

(i) When personal tools valued in excess of fifteen dollars (\$15.00) are lost due to fire, the Employer will consider replacement or payment value, to a maximum of five hundred dollars (\$500.00), based on the merit of tools that a tradesperson is required to have to perform their normal duties on behalf of the Employer.

(ii) The Employer agrees to compensate employees for tools lost by theft, as supported by claims submitted in writing with substantiating evidence to establish theft resulting from forcible entry to locked storage provided by the Employer, to a maximum of five hundred dollars (\$500.00).

(iii) In the event of a loss by fire at a work location, replacement or payment of the full estimated value in excess of fifteen dollars (\$15.00), but not

exceeding five hundred dollars (\$500.00), for the loss of personal clothing will be made.

- (iv) In the event of a loss by fire at Employer operated camp, replacement or payment of the full estimated value in excess of fifteen dollars (\$15.00), but not exceeding seven hundred fifty dollars (\$750.00), for the loss of personal clothing will be made.

B. Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to the tool crib during working hours. Employees receiving tools from such tool crib shall be held responsible for the return of such tools in good condition, subject to normal wear and tear.

C. Gang tools which are issued to a foreperson are used by one or more members of the crew. Such tools are not identified on trade tools lists, nor are they the tools and equipment identified in A and B of this section. Such tools shall be the responsibility of the Employer.

D. Employees eligible for payment under A above shall be reimbursed within ten (10) working days after the date of submitting a claim.

1401 A. Employees are required to wear protective clothing and use protective equipment appropriate for the work being done. The protective clothing and equipment must be in good condition.

B. Employees shall supply themselves with approved safety footwear, pole climbing belt, gloves, high visibility clothing, flame resistant coveralls, rain wear and coveralls where appropriate and all tools identified on the attached tool list.

C. The Employer will supply protective clothing/equipment as appropriate for the work being done including specializing climbing and safety equipment including hard hats, safety glasses and light work gloves with liners, at no cost to the employee. Protective clothing that is provided by the Employer will be charged out an employee and the employee shall be responsible for the return of such protective clothing and equipment upon completion of work involved.

D. The Employer will replace tool, equipment and clothing when abnormal work conditions destroy tools, clothing or equipment.

- E. To assist in deferring the cost of the Items covered in item B above the Employer will pay \$0.70 per hour tool/clothing allowance for linepersons/apprentices and electricians/apprentices and \$0.50 per hour for all other classifications.
- F. The Employer will pay up to two (2) hundred dollars every two (2) years towards the purchase of approved prescription safety glasses. The employee must provide proof of purchase to receive reimbursement.

SECTION 15 GRIEVANCES AND ARBITRATIONS

- 1500 A. The Employer shall appoint employees beyond the jurisdiction of the Union to act as contact supervisors. Each contact supervisor shall be responsible for giving or securing a decision on any grievance submitted to him/her by a Union representative on behalf of any employee or group of employees under his/her supervision. Grievances will be referred to the contact supervisor by electronic communication within twenty (20) calendar days of the discovery of the event giving rise to the grievance. If a satisfactory decision is not made by the contact supervisor within seven (7) calendar days of the electronic communication, the Union representative may, within seven (7) calendar days, refer the grievance to step 2 of the grievance procedure and present a formal written grievance to the next level of Employer Management, and copied to the Union Representative.

The Parties will meet within seven (7) calendar days of the grievance being referred to Step 2 in an attempt to resolve the grievance. If the grievance is not resolved at the Step 2 meeting, the grievance may be referred to Arbitration within thirty (30) calendar days.

An extension to the time limits noted can be extended by mutual consent of the parties.

The referral to arbitration shall be made to one (1) of the following single arbitrators:

- B.
 - (i) Jules Bloch
 - (ii) Rick McDowell
 - (iii) George Surdykowski

- C. The arbitrator shall set a hearing date to take place within ten (10) working days of the date of the referral and shall render a decision on the case within thirty (30) days of the completion of the hearing of the matter. The parties agree that they will facilitate to the greatest extent possible the expeditious completion of

the hearing process.

- D. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have jurisdiction to alter or overrule this Agreement or to make any decision inconsistent with this Agreement.

- E. The arbitrator shall have all the power and authority of an arbitrator under section 48 of the *Labour Relations Act, 1995*.

- F. Maintenance of normal earnings shall be provided by the Employer for the Union representative attending at the grievance process, including the arbitration hearing. Arbitrator costs will be shared.

- G. The Union agrees it will not strike at the Wataynikaneyap Power Transmission Project and the Employer agrees it will not lock out Employees for the duration of the construction portion of the Wataynikaneyap Power Transmission Project.

SECTION 16 COMMITTEES

1600 A. Joint Committee

To advance harmonious relations between the Employer and the Union, the Employer and the Union shall appoint a Joint Committee comprised of two (2) CUSW and two (2) management, as appointed by the parties. The Committee shall meet at least annually to review the work program and matters associated with the administration of this Agreement with the intent of achieving uniformity of application of this Agreement wherever employees are working. The Committee may also consider matters related to safety.

- 1601 A. The Employer agrees to participate in the CUSW Multi-Employer Apprenticeship Governance Council (AGC). This Council shall consist of an equal number of members of the Union and representatives from Employers. Where applicable, a representative of the Apprenticeship Branch of Ontario Government may also be appointed as an advisor to the regular Council members.

- B. The AGC shall be responsible for the establishment and maintenance of an apprenticeship training program, as well as adopting operating rules and conditions with respect thereto which are complementary to and in keeping with the intent of the Apprenticeship and Trades Qualification Act RSO 1970 as amended.

C. Apprentices shall be hired by the Employer, as and when required, from a pool of qualified apprentices established by the AGC in accordance with the procedures established under the AGC Terms of Reference.

D. All apprentices shall be governed by the Ontario *Apprenticeship and Trades Qualification Act and Regulations*, but the ratio of apprentices to journeypersons may be set from time to time by the Joint Committee.

E. In order to expedite the Apprentice's entrance into Journeyperson status, the following policy shall apply:

(i) The Apprentice must apply to the Apprenticeship Branch to write his/her examination as soon as possible after he/she has reached his/her total hours, less three hundred (300).

(ii) The Apprentice will give the AGC two (2) weeks' notice that he/she is going to write his/her examination.

(iii) After writing the examination, the Apprentice will check his/her hours in his/her Progress Record Book, with the AGC.

(iv) The Employer will commence paying the Journeypersons' rate of pay the day after the Apprentice completes his/her hours and providing the following conditions have been met:

(a) The Employer is satisfied that the Apprentice has completed his/her hours. If there is a question concerning the completion of hours, confirmation will be supplied by the AGC and/or the Union.

(b) The Employer is shown written proof of Certification from the Apprenticeship Branch or has verbal confirmation from the AGC and/or the Union; and

(c) The Apprentice has passed his/her examination for his/her Certification of Qualification (C of Q).

F. In the event that an Apprentice fails his/her examination for his/her C of Q, he/she will be paid the Journeyperson rate of pay from the day he/she passes any future examination.

Where the AGC is unable to reach an agreement on any matter concerning

- G. apprenticeship, the issue shall be referred to the Joint Committee for their decision.

SECTION 17 LUNCHROOM AND WASHROOM FACILITIES

1700 Lunchroom Facilities

- A. The Employer will provide clean and adequately heated facilities for employees where such facilities may reasonably be provided. Lunchroom facilities are to include adequate space with table and benches and are to be separated from storage areas. Washroom facilities are to include flush toilets and hot and cold running water where reasonable, and practicable.

SECTION 18 PREGNANCY/PARENTAL/ADOPTION /BEREAVEMENT LEAVE

1800 Leave

- A. Provisions of the Employment Standards Act will apply to a pregnant employee or a natural father. In addition, an employee's seniority will accumulate while on leave provided this does not affect the normal date of layoff.

- B. In the event of the death of a member of an employee's Immediate Family, the employee will be entitled to one (1) days' paid leave of absence. The definition of Immediate Family will be as per the Company policy.

SECTION 19 INDIGENOUS CONTENT COMMITMENT

- 1900 The Parties agree to cooperate on the development of projects with Indigenous communities, support aboriginal business and promote employment opportunities.

SECTION 20 EMPLOYEE TRANSFERS TO OTHER APPLICABLE AGREEMENTS

2000 Transfer

- A. The Parties recognize that the Employer and the Union desire to maximize the use of the labour pool by making available the members of the Union for all work undertaken by the Employer. To this end the Union agrees to co-operate in the movement of employees as required between collective agreements to accommodate the needs of the employer.

SECTION 21 CAMP

- 2100 Valard commits to having control over the camps. Valard and the Union agree that

alleged breach of camp rules or procedures and any discipline or discharge arising from such breaches are subject to the grievance and arbitration procedures, and just cause provisions of this collective agreement, and Valard Construction shall abide by any determination of an arbitrator with respect to all bargaining unit employees and workers under the Wataynikaneyap Power Transmission Project.

SECTION 22 ALCOHOL AND DRUG TESTING

2200 Valard Construction is committed to providing a safe and healthy workplace. Part of this commitment to health and safety, is the elimination of risks associated with the use of alcohol, prescription and non-prescription drugs in the workplace. Valard Construction will enact a reasonable Substance Abuse Policy on the Wataynikaneyap Power Transmission Project which will require workers consent to testing which may occur only in the following circumstances:

- For cause testing of workers where there are reasonable grounds to consider they may be under the influence of drugs or alcohol,
- Where a worker has been involved in an accident or incident causing safety concerns (sometimes referred to as “post incident testing”) where the use of alcohol or drugs **cannot** be eliminated as a contributing cause, or
- As part of a return to work agreement negotiated with the Union.

There shall be no random drug or alcohol testing at the Wataynikaneyap Power Transmission Project. The Union Steward will be notified prior to workers being sent for an alcohol and drug test and may assist the employee with any matters arising under the Valard Construction Substance Abuse Policy, if the employee wishes to have the assistance of a Union representative. Valard Construction will provide training on the Alcohol and Drug policy at the commencement of the Wataynikaneyap Power Transmission Project. The Union reserves its rights and the rights of its members arising from the implementation of the Alcohol and Drug Policy.

SECTION 23 TERM

2300 A. This Agreement shall become effective from April 1/2019 to March 31/2022 and from year to year thereafter. Either party shall furnish notice of intent to seek amendments within a period of no more than one hundred twenty (120) days and not less than thirty (30) days before the 31st of March, 2022 or in a like period in any year thereafter, in which case, the parties shall convene a meeting within fifteen (15) days and bargain in good faith to reach a renewed agreement.

Dated at _____ this ____ day of _____, 20 ____.

THE PARTIES

For the Employer

For Canadian Union of Skilled Workers

