

**COLLECTIVE AGREEMENT**

**between**

**THE ELECTRICAL POWER SYSTEMS**

**CONSTRUCTION ASSOCIATION**

**and the**

**INTERNATIONAL ASSOCIATION OF BRIDGE,**

**STRUCTURAL, ORNAMENTAL AND REINFORCING**

**IRON WORKERS**

**on behalf of**

**Reinforcing Rodmen**

**May 1, 2015 - April 30, 2020**

# EPSCA/RODMEN COLLECTIVE AGREEMENT

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# **COLLECTIVE AGREEMENT**

**by and between**

**THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION  
(hereinafter called EPSCA)**

**and the**

**INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS  
on behalf of Reinforcing Rodmen  
(hereinafter called the Union)**

**\* \* \* \* \***

## **WITNESSETH**

WHEREAS EPSCA is an Association formed to represent all Employers engaged in construction industry work in the electrical power systems sector in collective bargaining and on their behalf enter into collective agreements covering those of their employees in the bargaining unit as hereinafter defined; and

WHEREAS the Union is affiliated with the American Federation of Labour - Congress of Industrial Organizations and has in its membership competent, skilled and qualified journeymen and apprentices to perform work coming within the trade and craft jurisdiction; and

WHEREAS the Association and the Union desire to mutually establish and stabilize wages, hours and working conditions for journeymen and apprentices employed by Employers within the electrical power systems sector of the construction industry, and further, to encourage closer cooperation and understanding between the Association and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement;

NOW THEREFORE, the Association and the Union mutually agree that the working conditions as set out below shall be applicable throughout the Province of Ontario.

## Article 1

### **RECOGNITION**

- 1.1 EPSCA recognizes the Union as the exclusive bargaining agency for a bargaining unit as defined in Section 1.4 engaged in
- (i) all construction industry work under the responsibility of Design and Construction Branch (including Generation Projects Division and Transmission Systems Division),
  - (ii) all Major\* construction industry work which is tendered/contracted for other than the Design and Construction Branch and,
  - (iii) work performed by the Design and Construction Branch for any Operations branch of Ontario Power Generation Inc (OPGI), Bruce Power LP and Hydro One where it has been determined by that Operations branch that there does not exist internally the expertise or the current staff to perform the work.

This work shall be performed in the Province of Ontario on Ontario Power Generation Inc (OPGI), Bruce Power LP and Ontario Hydro Services Company (OHSC) [formerly Ontario Hydro] property for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities. The work encompasses:

- construction of new facilities
- additions to existing facilities
- modifications
- rehabilitation
- reconstruction of existing facilities

For the purpose of clarity, the bulk power system comprises generating stations, hydraulic works, heavy water facilities, transmission lines (voltage over 50 kV) and transmission stations, microwave and repeater stations.

- 1.2 The Union recognizes EPSCA as the sole and exclusive collective bargaining agency for all of the Employers covered by this Agreement, and in all matters pertaining to the administration of this Collective Agreement.
- 1.3 The term "employee" shall include all employees of the Employers in the classifications as set out in Section 1.4 below.

\* ***The definition of Major described in (ii) above and any issues arising out of the interpretation of Major shall be dealt with in an attached Letter of Understanding.***

- 1.4 The bargaining unit under this Agreement shall comprise the following classifications:

**RODMEN**

Foreman

Subforeman

Journeyman Rodman

Apprentice

- 1.5 The term "Employers" shall include individual members of EPSCA and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or any person who is bound by the terms and conditions of this Agreement.
- 1.6 This Agreement shall cover all of the employees of the Employer for whom the Union has bargaining rights that work on field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding, and tying of all materials used to reinforce concrete construction without limiting the generality of the foregoing, this includes reinforcing bars, welded wire mesh, post-tensioning systems (wire, strand, bar, plastic and substitute materials, including the stressing and all related work).
- 1.7 The classifications referred to in Section 1.4 do not establish craft jurisdiction. Such jurisdiction is established in accordance with Article 6 of this Collective Agreement.

**Article 2**

**EXECUTIVE COMMITTEE**

- 2.1 To advance harmonious relations between EPSCA, the Employers, the Union, and the employees, the parties shall each appoint an Executive Committee. The Committees shall meet together at least annually to review matters associated with the administration of this Collective Agreement with the intent of achieving uniformity of application of this Agreement wherever employees are working in the Province. This Committee shall consist of not more than six (6) members from each party.

**Article 3**

**ACCREDITED UNION REPRESENTATIVES**

- 3.1 The Senior Representative of the Union will designate Local Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement on the basis of not more than two (2) representatives from the Union for each Project and suitable number for each Lines and Stations Construction Zone. The Union will notify EPSCA 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 the site. Upon entering the job site, such

representatives after identifying themselves to the EPSCA Representative and the authorized representative of the Employer, will be free to observe the progress and conduct of the work and to conduct normal union business. The Union undertakes that these representatives will not hinder or interfere in any way with the said work.

## **Article 4**

### **UNION STEWARDS**

- 4.1 The Accredited Union Representative shall inform the appropriate EPSCA Representative in writing of the names of all stewards as they are appointed, one of whom shall be designated Chief Steward, and when they cease to act as stewards. If the Employer disapproves of the appointed steward, the Employer shall immediately notify the Union through the EPSCA Representative, in writing, stating the reason for disapproval. If the reason(s) are acceptable to the Union, a new steward will be appointed immediately. If an acceptable Union Steward cannot be chosen, the Union and the Employer shall meet jointly to discuss the reasons for disapproval and if necessary the grievance procedure will be followed. There shall not be more than one (1) steward per Employer unless the Employer and Union mutually agree that more stewards are required. A steward shall exercise his duties only in respect to employees of his Employer. Any steward shall obtain permission from his immediate supervisor before leaving his work area for Union business. Such permission shall not be unreasonably denied. No Foreman or Subforeman shall be permitted to act as a Steward.

The Accredited Union Representative shall inform the appropriate EPSCA Representative in writing of the name of one (1) steward who will represent the Union at stewards' meetings.

- 4.2 The steward shall be supplied by his Employer with a list of employees hired, discharged and to be laid off. He shall receive a copy of all correspondence related to disciplinary matters issued to the employee.
- 4.3 In the event of a work stoppage or threat of a work stoppage, or any other employee activity prohibited by this Agreement, affected stewards, in keeping with their responsibilities, as it is incumbent upon all Union representatives, shall immediately do all in their power to ensure that the prohibited action of the employees is prevented or stopped.
- 4.4 The Employer agrees that when employees are laid off, the steward will be one of the last two employees laid off provided the steward is able to perform the remaining work required. The steward may designate an alternate when the steward is absent from work.
- 4.5 A Union steward will not be transferred to another project unless mutually agreed to by the Employer and the Accredited Union Representative.

- 4.6 A steward shall be given the first opportunity to work overtime provided he is able to perform the work required. When a crew not containing a steward is required to work overtime, one (1) member of the crew will be replaced by a steward in order that a steward may be present for overtime hours worked.

Where practical and when requested by an employee, a Union Steward and/or Union Representative will be present at a meeting where there will be discipline or discharge meted out to an employee. There may be instances where this is not practicable (e.g. security breaches, fighting, safety breaches) or where a Union Steward and/or Union Representative is not available. This Article applies to generation sites only.

## **Article 5**

### **ADVANCE NOTICES**

- 5.1 EPSCA will advise the Union of all new construction work coming under the scope of this Agreement for the construction field forces of the Employers.

Upon the request of the Union, EPSCA will convene a pre-job conference before work commences to discuss the preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement for the Project.

## **Article 6**

### **WORK ASSIGNMENT**

- 6.1 The Jurisdiction of the Unions shall be that jurisdiction established by agreements between International Unions claiming the work or Decisions of Record recognized by the AFL-CIO for the various classifications and the character of work performed, having regard for the special requirements of thermal, nuclear or hydraulic generation and transmission and transformation construction.
- 6.2 A markup process will be utilized when an Employer intends to perform work on a project site\*. The purpose of this markup process is to indicate to the Union the work which is planned to be carried out by the Employer in order to minimize the potential for jurisdictional disputes. In the Electricity Production zones when work falls within this criteria the EPSCA Office will send out a "Notification of Work" along with a copy of the original minutes of mark-up meeting(s) to the Local Unions prior to work commencing. This procedure shall not preclude the Unions' right to contest previously assigned work, if the work is in a Local Union jurisdiction other than the one it was marked up in.

When work is to be performed on a project site and it meets the following criteria; same employer, same work, same project site, the markup process will not be required.

When an Employer has work that is less than a three (3) week duration and there are ten (10) or fewer employees covered by EPSCA Collective Agreements employed on this specific work, the Union will be notified of the scope of work and the Employer's proposed work assignments. The Union will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union of the final work assignments prior to the commencement of the work.

All work that does not meet the criteria set out in paragraph 2, will be reviewed and assigned at a markup meeting.

EPSCA will provide written notice to the Union (International Office and Local Union Office) as far in advance as possible of markup meetings. The Union may attend these markup meetings, and every effort will be made to settle questions of jurisdiction before the work is expected to commence.

The Employer who has the responsibility for the new work shall make a proposed assignment of the work involved. The Employer shall be responsible for providing copies of proposed assignments to the Union (International Office and Local Union Office). The Employer will specify a time limit for the Union to submit evidence supporting its claims. The Employer will evaluate all evidence submitted and make a final assignment of the work involved. This final assignment will be in accordance with the procedural rules established by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. The Employer will advise the Union of the final assignments prior to the work commencing.

The EPSCA representative will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to the Union (International Office and Local Union Office).

The parties recognize that circumstances may arise, particularly with discovery and emergency work, where the process set out above may not be practical or possible.

***\* For the purposes of this Article, Nanticoke, Lambton, Bruce Nuclear Power Development (BNPD), Darlington, Pickering and the six (6) Electricity Production Zones are each considered one project site.***



## **Article 7**

### **JURISDICTIONAL DISPUTES**

- 7.1 (a) The Union shall have the exclusive right to elect to pursue or respond to any Jurisdictional disputes that arise under this Agreement at either the Ontario Labour Relations Board (OLRB) or the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (Plan).

In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Plan, paragraphs 7.1(b), 7.2, 7.3 and 7.4 will apply.

In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the OLRB, paragraphs 7.1(b), 7.2, 7.3, and 7.4 will NOT apply. Further, the sentence within paragraph 7.1(b) which reads "If the jurisdictional dispute cannot be settled on a local basis by the Unions involved, it shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at anytime." will apply.

- (b) In the event of a jurisdictional dispute, the Employer will make an assignment for the work in dispute in accordance with the Procedural Rules and Regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. If the jurisdictional dispute cannot be settled on a local basis by the Unions involved, it shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. The parties will settle such jurisdictional dispute in accordance with procedure as outlined by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry of the Building Trades Department, AFL-CIO or any successor agency of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry authorized by the Building Trades Department.
- (c) Where a local of the Union is in disagreement with an Employer's work assignment, the Employer shall supply the Accredited Union Representative with a copy of the evidence submitted by the other union (s) involved along with drawings and/or prints plus a description of the work or process in dispute from a qualified representative of the Employer when requested.

- (d) When a jurisdictional dispute exists between unions and upon requests by the Ironworkers, the Employer shall furnish the International Representative a signed letter from a duly authorized official of the company on Employer stationery, stating whether or not the Union was employed on specific types of work on a given project.
- 7.2 In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the Administrator of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for resolution. The Union and Employer involved shall advise EPSCA respectively, in writing, of an intent to submit a jurisdictional dispute to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry and will identify the work in question. The arbitration decision will be final and binding on the parties to this Agreement.
- 7.3 EPSCA shall have direct recourse to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry when the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry has under its consideration a dispute involving the assignment of work being done by employees who are covered by this Agreement.
- 7.4 In the event that the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry fails to render a decision within sixty (60) days of the disputed assignment being referred to the Plan, EPSCA, or the Union, shall have recourse to the Ontario Labour Relations Board.
- 7.5 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the OLRB, the arbitration board panel appointed by the Ontario Labour Relations Board pursuant to the Act is not authorized to award damages in respect of a mis-assignment of work only in circumstances where the other union(s) involved in the proceedings is (are) equally restricted in their ability to claim for damages. However this paragraph 7.5 shall not apply where the Jurisdictional Dispute and the mis-assignment of work involves the same employer and the same work previously the subject of a Jurisdictional Dispute before the OLRB or the Plan.
- 7.6 The board panel appointed by the OLRB will govern its decision pursuant to its normal criteria.
- 7.7 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the OLRB, the decision of the panel of the OLRB will be final and binding upon the parties to this agreement with no further recourse to the Plan on the issue decided by the OLRB.
- 7.8 Assignments made for de minimus work as a result of discovery work from critical path or emergent work will not be subject to jurisdictional disputes and will not be precedent setting. (This language is only applicable when dealing with trades that have similar language in their collective agreements).

## **Article 8**

### **UNION SECURITY**

#### **8.1 UNION MEMBERSHIP**

As a condition of employment, all employees covered by this Agreement shall either be members of, or will apply for membership in, the Union and, with respect to initiation fees and dues, will maintain such membership in good standing.

#### **8.2 CHECKOFF**

The employer will deduct amounts specified in the current EPSCA wage schedule for each hour paid for each employee covered by this agreement. The Employer will forward same to the Financial Secretary of the Local Union where the work is being performed, postmarked not later than the twentieth (20th) day of the month following the month for which the deductions are made.

These amounts are for working dues assessment and will be deducted from gross wages and identified on the employee's pay statement. The Union shall indemnify EPSCA and the Employers for any liability arising from the deduction of initiation fees or dues. The Union through its International Office will notify EPSCA, in writing of any changes to initiation fees and dues as per Article 18.7 of this agreement. Within three (3) weeks of receipt of an acceptable written notice any changes to such fees and dues will be implemented. The effective date will be the date of implementation.

#### **8.3 Where an employee works in more than one (1) Local Union territory for a week or less, the Employer will forward deductions to the Local Union in whose territory the employee worked the greater percentage of hours.**

## **Article 9**

### **EMPLOYMENT**

#### **9.1 (a) For purposes of this Article, a geographic area will be established for each Project and geographic areas for each Lines and Stations Zone. The size of these geographic areas will be dependent upon the location of the work.**

#### **(b) The boundaries of the geographic areas will be jointly established at pre-job conferences.**

#### **9.2 An office will be established by EPSCA, or the Employer with the approval of EPSCA, for each Project and each Lines and Stations Zone. A purpose of this office will be to coordinate employment as specified in this Article.**

- 9.3 EPSCA, or the Employer with the approval of EPSCA, and the Union will exchange the names of their representatives in each of the areas described in Section 9.1 (a), who will be responsible for cooperating in the referral and employment of reliable and competent Union members.
- 9.4 EPSCA, or the Employer with the approval of EPSCA, will notify the Union of all manpower required for all work to be undertaken by Employers coming under the scope of this Agreement.

All employees employed under the terms of this Article will be required to obtain a referral slip from the Local Union having jurisdiction for the geographic area, except as noted in Section 9.5 (b) below. All employees will report to the EPSCA/Employer's referral office prior to starting work.

- 9.5 (a) The Employer shall have the right to request, by name, Local Union members who have solicited jobs. These members must present a written request to the Union who will issue them a referral slip. This right to request shall not be abused.
- (b) Employee members who are transferred within the territory of their Local Union including sector to sector by an employer will not require an additional referral slip. The parties agree that there is no restriction on the number of employees so transferred. However such transfers will not result in layoff of employee members presently on these projects.
- (c) When Union members are transferred from one (1) Local Union territory to another, including sector to sector, the number of Union members will not exceed forty percent (40%) of the total crew on the job unless approval is obtained from the Local Union office. Such transferred Union members must secure a referral slip from the Local Union in whose territory the work is being performed. However, before members are transferred from one (1) Local Union territory to another, the Employer shall contact the Local Union Business Agent of the territory where the work is to be performed.
- (d) The transfer of employees by an Employer will not result in a lay-off of the Employer's existing employees at the project before 14 days or the completion of the project whichever is earlier.
- (e) The Employer shall have the right to recall former employees in the following sequence:
- i) Local Union member in good standing
  - ii) In Province Travel Card Member(s)
  - iii) Out of Province Travel Card Member(s)
  - iv) Probationary Members

Recalled employees, if not named, shall not be considered as name hires.

- (f) In the event that the percentages of Employer selection (i.e. name hire, transfers, recall) in the ICI sector are greater than contained in this Article, the Employers under this agreement will have access to those higher percentages.

9.6 The employment of additional tradesmen and apprentices shall be carried out on the following basis and sequence:

- (a) The EPSCA office, or the Employer with the approval of EPSCA, will request the appropriate Local Union office for tradesmen and apprentices required. The request will include a description of the work, the number of tradesmen and apprentices required, and the name of the Employer for whom the tradesmen and apprentices will be working.
- (b) The Union members who are resident in the designated geographic area will be referred by the Union for employment through the EPSCA/Employer's office. As much as their out-of-work lists will permit, the Union will supply members on a fan out basis from the project or work location.

The Employers will either hire such persons or substantiate their reasons in writing for not doing so.

- (c) If, after a request has been made, the Union is unable to supply sufficient tradesmen and apprentices to meet the manpower requirements of the Employers within forty-eight (48) hours after a requisition is made by EPSCA, the Employers may employ tradesmen and apprentices who are resident within the geographic area. Such tradesmen and apprentices shall comply with the requirements of the Union Security Article of this Agreement.
- (d) Once the supply of suitable tradesmen and apprentices within the geographic area has been exhausted and additional tradesmen and apprentices are required, EPSCA, or the Employer with the approval of EPSCA, will contact the International Representative or his designee, in order to determine whether suitable Union tradesmen and apprentices are available outside of the geographic area. EPSCA, or the Employer with the approval of EPSCA, will cooperate in providing employment to such Union tradesmen and apprentices on the basis that they be supplied from the nearest location where they are available.

The Union shall obtain prior written approval of the General Manager of EPSCA before referring a person who resides outside the Province of Ontario except for members residing in border cities adjacent to the local union having jurisdiction over the job site.

- (e) In the case of a recall to work, Employers reserve the right to recall Green qualified Atomic Radiation Workers in sequence from the out of work list to the location from where they were laid off. Recalled Greenmen will perform sufficient Greenman work to maintain their skill level, or be laid off.

9.7 Probationary members will be replaced by qualified Local Union members when they become available subject to the following:

- (i) No replacement shall take place within five (5) working days of the end of the job.
- (ii) The Local Union shall provide the Employer with a minimum of two (2) working days notice when an employee is to be replaced.
- (iii) Notwithstanding Article 29, the local members who replace probationary employees shall not be entitled to initial travel monies and the probationary employees being replaced shall not be entitled to return travel monies.
- (iv) The Employer shall decide which probationary employee or employees shall be replaced.
- (v) This provision will not be cause for grievance by any probationary member.

9.8 Employees will be laid off in the following sequence:

- a. Probationary Members
- b. Out of Province Travel Card Members
- c. In Province Travel Card Members
- d. Local Members

This layoff sequence is subject to:

- (a) That the employees being retained at any time in the sequence, have the skills and ability to satisfactorily perform the work yet to be completed.
- (b) That at all times in the total makeup of the employers bargaining unit work force, the employer will have the right to retain union members who have been transferred from one local union territory to another (travel card members) providing, however, that the number of travel card members being retained does not exceed forty (40) percent of the total bargaining unit work force on an individual project or work location.

This layoff provision should apply on an individual project or work location basis.

The local union will indicate on an employee's referral slip the travel card member's home local.

- 9.9 Re-employment as required by the Workers' Compensation Board shall not be a violation of this collective agreement nor be subject to the provisions of Article 9.
- 9.10 An employee who voluntarily terminates their employment with an Employer on an EPSCA site shall not be entitled to be referred to another Employer on the same site for a period of thirty (30) days unless both Employers agree.

## **Article 10**

### **FOREMEN AND SUBFOREMEN**

- 10.1 It is understood that foremen and subforemen hold key positions in the relationship between the Employers and the Union. Both parties agree that every effort should be made to recruit and retain foremen and subforemen who have a high degree of efficiency in the performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employers and the Union will make every effort to minimize problems that may arise which concern the relationship between the foremen and subforemen, the Employers and the Union.
- 10.2 The parties recognize the responsibilities of foremen and subforemen to discharge their managerial duties. If the Union feels that the foreman or subforeman is not discharging his managerial duties in a manner that is fair and equitable, or if an Employer feels that the Union is interfering with the foreman or subforeman in the performance of his managerial duties, the Employer or the Union may refer the problem to the Executive Committee for resolution. If the matter cannot be resolved by the Executive Committee, the grievance procedure may be invoked by either party.
- 10.3 The selection and retention of foremen and subforemen will be the responsibility of the Employers. When making appointments to the foreman and subforeman level, the Employers will give first consideration to those local journeyman rodmen they presently employ on site. When making appointments to the subforeman level, the provisions of Article 9.5 (c) employment will be maintained.
- 10.4 The foremen's differential shall be 12% effective May 1, 2013 above the journeyman's rate as set out in the wage schedules. The subforeman's differential shall be \$2.50 above the journeyman's rate as set out in the existing wage schedules. The rates of pay for all foremen and subforemen covered by this Agreement will be set forth in the current wage schedules. EPSCA will provide the Union with current wage schedules.
- 10.5 Adequate Rodmen supervision shall be employed on all overtime work where a crew is required.

- 10.6 Where the crew size is six (6) or less, including the foreman, the foreman may work with the tools of the trade. The foreman may not be used to replace a journeyman on overtime.

## **Article 11**

### **MEMBERS ON RIGS**

- 11.1 When mobile or power operated rigs are used for hoisting reinforcing steel, the number of men required on said rig shall be determined by the foreman or subforeman who, after conferring with the steward, shall keep in mind the safe and efficient operation of the job.

## **Article 12**

### **APPRENTICES**

- 12.1 After 4000 hours term of Apprenticeship, the Apprentice shall have satisfied the requirements as set out by the Joint Apprenticeship Committee, and when he has successfully passed same, he shall be paid at the prevailing Journeyman's rate.
- 12.2 One (1) Apprentice shall be permitted for the first Journeyman employed by the Employer plus one (1) additional Apprentice for each additional four (4) Journeymen on all work.
- 12.3 The Employer and the Union agree to participate in the Apprenticeship program through the auspices of the Employment Training Branch, Ministry of Education and Training.
- 12.4 The rates of pay for Apprentices covered by this Agreement will be set out in the wage schedules attached hereto.
- 12.5 When an apprentice leaves employment to attend trade school, the Employer agrees to hire another apprentice to take his place for the period of time the apprentice is in attendance at school.

## **Article 13**

### **PAY PROCEDURE**

- 13.1 NORMAL
- (a) Employees shall be paid weekly and payment for any given week will be made not later than the sixth (6th) working day after the close of the payroll period, but in any event not later than Thursday of the following week.



- (b) Wages shall be paid by the Employers on the job site, before quitting time, in cash or by cheque, payable at par in the locality of the job site. Direct Deposit to be implemented at the Employer's option. Accompanying each payment of wages shall be a statement, in writing, which can be retained by the employee setting forth:
  - (i) the period of time or the work for which the wages are being paid;
  - (ii) the rate of wages to which the employee is entitled;
  - (iii) the amount of wages to which the employee is entitled;
  - (iv) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
  - (v) any allowance or other payment to which the employee is entitled;
  - (vi) the amount of vacation pay for which the employee is being paid;
  - (vii) the amount of statutory and recognized holiday pay for which the employee is being paid; and
  - (viii) the net amount of money being paid to the employee.
- (c) In cases of inclement weather whether being declared on pay day, employees will receive their pay before leaving the site provided it is available on the site.

## 13.2 ON TERMINATION

- (a) An employee who voluntarily terminates his employment will be provided his final pay on the next regular pay day.
- (b) An employee who is laid off will have his final pay either mailed by Priority Post within five (5) working days of termination or deposited electronically on the next scheduled pay.
- (c) An employee who is discharged shall be provided with his final pay immediately if the Employer's pay facilities are on site or as per Section 13.2 (b) if the Employer's pay facilities are not on site.
- (d) The Employer will provide a Record of Employment (ROE) form in the employee's final pay or will send the ROE information electronically to Service Canada within five (5) days of termination.
- (e) No employee shall be laid off during the first four (4) hours of his shift.
- (f) When an employee is laid off from a job where he is accommodated in a camp, he will be paid one hour at the applicable straight-time rate to check out of camp.

**\* *An employee's "regular residence" is the place where he maintains a permanent self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides and for which he can show proof of financial commitment.***

- (g) Should an Employer fail to provide an employee such wages and/or forms as required above within the prescribed five (5) working day time period, then said employee shall be paid any waiting time in excess of the five (5) working day time period at straight-time rates of pay applicable to the regular working hours for the regular working hours in the day.

## **Article 14**

### **WAGES**

- 14.1 Effective May 1, 2015, and until April 30, 2020, the rates of pay for employees in the classifications listed in Article 1 of this Agreement and working in Generation Projects, Miscellaneous Projects and Lines and Stations Construction shall be set as forth in the wage schedules attached hereto.

## **Article 15**

### **STATUTORY AND RECOGNIZED HOLIDAYS**

- 15.1 The holidays recognized under this Agreement are:

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

- 15.2 Statutory and 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 or Sunday, it shall be observed either on the preceding Friday or following Monday.
- 15.3 EPSCA reserves the right to change the day of observance of Canada Day to the preceding Monday if it falls on Tuesday and to the following Friday if it falls on Thursday.

## **Article 16**

### **VACATION, STATUTORY AND RECOGNIZED HOLIDAY PAY**

- 16.1 The vacation, statutory and recognized holiday pay rate shall be ten percent (10%) (six percent [6%] vacation and four percent [4%] in lieu of statutory and recognized holidays) of total earnings\*.
- 16.2 Payment of vacation, statutory and recognized holiday pay shall be made on the regular weekly pay cheque.
- 16.3 Employees with one year's employment will be entitled to 3 weeks annual vacation. Employees with more than one year's employment, under special circumstances, will be entitled to additional time off subject to the approval of the Employer. Additional time off will not be unreasonably denied.

All vacation entitlement will be subject to approval providing the work schedule will permit.

## **Article 17**

### **WELFARE AND PENSION PLANS**

- 17.1 For each of his employees working within the territorial jurisdictions of Locals 700, 736, 765, and 786, the Employer agrees to pay welfare contributions on his behalf to the Ironworkers Central Welfare Fund.
- 17.2 For each of his employees working within the territorial jurisdictions of Locals 700, 736, and 786, the Employer agrees to pay pension contributions on his behalf to the Ironworkers Ontario Pension Fund.
- 17.3 Contributions to the plans identified in Sections 17.1 and 17.2 shall be submitted by the twentieth (20th) day of the month following the month in which the hours were paid, and at no time will contributions be paid directly to the employee. A penalty of three percent (3%) of any unpaid amount of contributions shall become due and payable to the applicable plan by a contributing Employer on the thirtieth (30th) day following the day designated for payment by the Collective Agreement. A further penalty of three percent (3%) of any monies owing shall become due and payable on the expiry of each succeeding thirty (30) day period, until all monies due and owing (including both contributions and charges) have been paid.

\* *"Total earnings" means pay for regular hours, overtime, premium pay, shift differential, retroactive pay adjustments, call-in, Saturday and Sunday premiums and trade training.*

- 17.4 For each of his employees working within the territorial jurisdiction of Local 721, the Employer agrees to pay welfare contributions on his behalf to the welfare plan established for that Local.
- 17.5 For each of his employees working within the territorial jurisdiction of Local 721, the Employer agrees to pay pension contributions on his behalf to the pension plan established for that Local.
- 17.6 Contributions to the plans identified in sections 17.4 and 17.5 shall be submitted by the fifteenth (15th) of the following month in which the hours were paid, and at no time shall the contributions be paid directly to the employee. If payment is over thirty (30) days late, the interest, at one percent (1%) per month, shall be paid from the due date.
- 17.7 For Locals 700, 721, 736, 759, 765 and 786, the Union agrees to supply the Employer with all information regarding the welfare and pension plans and also all the administrative material that is required for the implementation of these payments.
- 17.8 The amount(s) of welfare and pension contributions to be paid will be set out in the wage schedules attached hereto.
- 17.9 Any changes in welfare or pension plan contributions recognized under this Agreement will be confirmed in writing by the Union to EPSCA before such changes are put into effect as per Article 18.7 in the agreement. Within three (3) weeks of receipt of an acceptable written notice, such changes will be implemented. The effective date will be the date of implementation. Should the welfare or pension plan contributions change during the term of this Agreement then an adjustment shall be made to the base rate. The total wage package will not be changed.
- 17.10 The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the Union (or Council) of the failure by any Employer to pay any employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.
- 17.11 To reduce administrative costs the parties agree that the number of monthly separate remittance and deduction cheques will be kept to a minimum. (status quo)

## **Article 18**

### **TRADE IMPROVEMENT PLAN**

- 18.1 Employers employing employees covered by this Agreement will contribute to the Ironworkers Trade Improvement Plan Trust for Locals 700, 721, 736, 765 and 786.
- 18.2 The amount(s) of contributions to the Ironworkers Trade Improvement Plan will be as set out in the wage schedules attached hereto.
- 18.3 Employer contributions, including nil reports, shall be postmarked by the twentieth (20th) day of the month following the month in which the hours were paid, and at no time will the Ironworkers Trade Improvement Plan Trust contributions be paid directly to the employees. A charge of three percent (3%) of any unpaid amount of contributions shall become due and payable to the Trust by a contributing Employer on the thirtieth (30th) day following the day designated for postmark by the Collective Agreement in effect between EPSCA and the Union. A further charge of three percent (3%) of any monies owing shall become due and payable on the expiry of each succeeding thirty (30) day period until all monies due and owing (including both contributions and charges) have been paid.
- 18.4 Employers agree to be bound by the decisions of the Trustees of the Ironworker Trade Improvement Plan Trust on matters pertaining to the Trust.
- 18.5 The Union agrees to supply all pertinent information regarding the Trust to the Employer.
- 18.6 To reduce administrative costs the parties agree that the number of monthly separate remittance and deduction cheques will be kept to a minimum. (status quo)
- 18.7 Wage schedule, dues and remittance changes are to be provided in writing to EPSCA and changes shall only take place once a year, and provided to EPSCA no later than the third Thursday of the month of March. The effective date of such changed wage schedules, dues and remittances shall be the date of issuance.

## **Article 19**

### **ASSOCIATION FUND**

- 19.1 All Employers shall contribute the amount specified on the wage schedules attached hereto for each hour worked by each employee covered by this Agreement to the Electrical Power Systems Construction Association Fund. The Employer shall remit such contribution in accordance with the standard form of remittance supplied by EPSCA.

## **Article 20**

### **CLOTHING ALLOWANCE**

- 20.1 In view of the special requirements of reinforcing work performed by employees in thermal, nuclear or hydraulic generation and transmission and transformation construction, Employers agree to pay a clothing allowance of three cents (3¢) per hour worked. The amount of clothing allowance will be set out in the wage schedules attached hereto.

## **Article 21**

### **REPORTING PAY ON 8 HOUR AND 10 HOUR SHIFTS**

- 21.1 An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of a half shift's pay (4 hours or 5 hours) at the applicable rate when he reports for work, but is given no opportunity to work because none is available. This allowance will be paid to an employee if he is requested to report for any part of the first half of a shift and an additional half shift's pay (4 hours or 5 hours) will also be paid if he is requested to report for work for any part of the second half of the same shift. It is not intended by this Section that an employee receive a reporting pay allowance greater than his pay for normal daily hours.
- 21.2 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.
- 21.3 Notwithstanding that work is available and an employee is able to commence or continue work, the Employer may shut down a job to avoid the possible loss of human life because of an emergency situation such as H2S leaks, bomb threats, fire, etc., that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked.

## **Article 22**

### **INCLEMENT WEATHER**

- 22.1 When an employee reports at the beginning of a shift, but is unable to commence work because weather conditions are unsuitable, he shall receive two (2) hours' pay at the appropriate straight-time rate plus shift differential if on shift or the appropriate premium rate if on overtime, plus travel allowance where applicable. The employee shall remain at his place of work for two (2) hours unless he is permitted to leave by his Employer.

## **Article 23**

### **CALL-IN PAY**

- 23.1 When an employee is called in outside of his normal hours of work, he shall receive a minimum of four (4) hours' work at two (2) times the basic rate plus his appropriate daily travel allowance. If the employee's normal hours' of work commence within this four (4) hour period, the employee will be paid premium time until the start of his normal hours and will revert to his normal hourly rate at the commencement of his normal hours of work.

## **Article 24**

### **HOURS OF WORK**

24.1 **One (1) or Two (2) Shift Operation**

The weekly hours of work shall consist of forty (40) hours, worked between Monday and Friday, for all employees of Employers covered by this agreement and working on a one (1) or two (2) shift operation.

The weekly hours of work may be arrived at by having the employees work either:

- four (4) consecutive ten-hour shifts, Monday to Thursday or;
- four (4) consecutive ten-hour shifts, Tuesday to Friday or;
- five (5) consecutive eight-hour shifts

but not concurrently on the same work program.

Weekly hours of work will be established for a minimum of two (2) weeks. The Employer will notify the Local Union of the weekly hours of work for each work program at the site. If an Employer intends to change the weekly hours of work, notice shall be sent to the Local Union in the previous week but no less than 3 days.

#### **Non- Nuclear Sites**

The start time for the day shift shall be 7:00 AM with a possible one (1) hour variance either way. The start time for the afternoon shift shall be immediately following the day shift or within two (2) hours either way of the end of the day shift.

#### **Nuclear Sites Only**

The start time for the day shift shall be between 6:00 AM and 9:00 AM. The start time for the afternoon shift shall be immediately following the day shift or within two hours either way of the end of the day shift. Crews may have different start times.

The shift differential for those employees working the afternoon shift when a two shift operation has been established by the Employer will be one-seventh (1/7) for scheduled hours worked on that shift.

Trades assigned to fire watch duties may commence work after the start of the rest of the crew. In these cases, normal scheduled hours of work beyond the quit time of the rest of the crew will not be subject to overtime premiums.

Shift differential will not be paid on overtime hours.

#### 24.2 Three (3) Shift Operation

When a three (3) shift operation is established by the Employer, the following conditions will apply:

Those employees working on the day shift shall work eight (8) hours per shift at the straight time rate.

Those employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift. A shift differential of one-seventh (1/7) shall be paid for all normal scheduled shift hours worked.

Those employees working on the night shift shall work seven (7) hours per shift. A shift differential of one-fifth (1/5) shall be paid for all normal scheduled shift hours worked.

A shift will be deemed to be established providing at least four (4) consecutive days of a shift are to be worked excluding Saturdays, Sundays and recognized holidays. 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 remainder of the hours that would have been worked had the employee not been reassigned.

It may be necessary from time to time to vary the hours of work established in this Article. Any amendments to the hours of work will be established by mutual agreement between EPSCA and the Union.

Shift differential will not be paid on overtime hours.

### **Article 25**

#### **OVERTIME RATES**

- 25.1 When working on an eight (8) hour day and five (5) day per week work schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 1/2) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of 2 hours per day. All hours in excess of 10 hours per day shall be paid at two (2) times the base hourly rate.



When working on a ten (10) hour day and four (4) day per week work schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 1/2) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of 2 hours per day. All hours in excess of 12 hours per day shall be paid at two (2) times the base hourly rate.

Overtime work performed on Saturday, Sunday, Recognized Holidays and non-shift days shall be paid at two (2) times the basic hourly rate.

- 25.2 For Local 721, the first hour of overtime, after regularly scheduled hours, Monday to Friday inclusive, shall be paid at the rate of time and one-half of the regular day shift rate.
- 25.3 Where one or more crews are repeatedly working overtime, fifty (50) percent of the crew will be replaced with members from other crews for the overtime work.
- 25.4 Nuclear Sites Only:  
The Union and Employer have a mutual interest in reducing unauthorized absenteeism. At the Employer's discretion, an unapproved absence of the Employee may disentitle the Employee to overtime opportunities. The application of the Employer's discretion, will be subject to referral to the Nuclear Project Committee."

## **Article 26**

### **REST PERIOD**

- 26.1 For employees working normal hours, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked.
- 26.2 For employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift before commencing overtime work.
- 26.3 For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two (2) hours of overtime worked.

## **Article 27**

### **MEALS ON OVERTIME**

- 27.1 If an employee is notified during the time he is working that he will be required to continue working for more than two (2) hours past his normal quitting time that day, the Employer will provide a free meal to the employee at the end of his regular hours of work. The next overtime meal will be provided after six (6) hours of overtime worked and for each four (4) hours of overtime worked thereafter.

The employee will be allowed thirty (30) minutes with pay at straight time rates to eat each meal at the time directed by the Employer. When a paid meal period overlaps a rest period the paid meal period will supplant the rest period.

To qualify for the above-noted on a Friday for work on the first and second shifts, an employee working a forty (40) hour week will be required to work for more than four (4) hours beyond the normal quitting time of his shift.

The above-noted is not applicable to the first eight (8) hours worked on Saturdays, Sundays or recognized holidays for employees who normally work the first or second shifts.

The above-noted is not applicable to the first six and one-half (6-1/2) hours worked on Saturdays, Sundays or recognized holidays for employees who normally work the third shift.

- 27.2 Where an employee has been notified the previous day, no lunch will be provided but the employee will be allowed time to eat without loss of pay at a time directed by the Employer.

## **Article 28**

### **GENERATION PROJECTS**

#### **DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD**

##### **28.1 DAILY TRAVEL ALLOWANCE**

- (a) A daily travel allowance will be paid by the Employers to their employees on the following basis:
- (i) If an employee lives within forty (40) radius kilometers\* of the Project, no travel allowance will be paid.
  - (ii) If an employee lives within forty (40) to fifty-six (56) radius kilometers of the Project, he shall receive \$26.84 per day effective August 14, 2015 (\$27.10 effective May 1, 2016 , \$27.38 effective May 1, 2017, \$27.65 effective May 1, 2018, \$27.93 effective May 1, 2019) travel allowance for each day worked or reported for.
  - (iii) If an employee lives within fifty-six (56) to eighty (80) radius kilometers of the Project, he shall receive \$31.30 per day effective August 14, 2015 (\$31.61 effective May 1, 2016, \$31.93 effective May 1, 2017, \$32.25 effective May 1, 2018, \$32.57 effective May 1, 2019) travel allowance for each day worked or reported for.

- (iv) If an employee lives within eighty (80) to ninety-seven (97) radius kilometers of the Project, he shall receive \$36.01 per day effective August 14, 2015 (\$36.37 effective May 1, 2016, \$36.73 effective May 1, 2017, \$37.10 effective May 1, 2018, \$37.47 effective May 1, 2019) per day travel for each day worked or reported for.
- (v) If an employee lives greater than ninety-seven (97) radius kilometers from the project and does not qualify for subsistence allowance under Subsection 28.2 below, he shall receive \$40.47 per day effective August 14, 2015 (\$40.88 effective May 1, 2016, \$41.28 effective May 1, 2017, \$41.70 effective May 1, 2018, \$42.11 effective May 1, 2019) per day travel allowance for each day worked or reported for.

*Note: Bruce GS "A", Bruce GS "B" and the Bruce Heavy Water Plants will be combined to form the Bruce Complex. Travel allowance for the Bruce Complex will be calculated from the midpoint of a straight line joining the centres of the Bruce GS "A" and Bruce GS "B" turbine halls.*

**\* For the purpose of this Article, "radius kilometers" shall be measured from the centre of the turbine hall on each Project.**

- (b) When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement. A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.
- (c) Employees using company vehicles are not entitled to daily travel.

## 28.2 ROOM AND BOARD

(Excluding Darlington and Pickering Projects)

The following conditions will apply for employees whose regular residence\* is more than ninety-seven (97) radius kilometers from the project:

- (a) An Employer may supply either:
  - (i) room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or
  - (ii) a subsistence allowance; or
  - (iii) travel allowance

- (b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$104.22 per day effective August 14, 2015 (\$106.31 effective May 1, 2016, \$108.43 effective May 1, 2017, \$110.60 effective May 1, 2018, \$112.81 effective May 1, 2019) for each day worked or reported for when employed at a location north of the French River and \$86.35 per day effective August 14, 2015 (\$88.08 effective May 1, 2016, \$89.84 effective May 1, 2017, \$91.64 effective May 1, 2018, \$93.47 effective May 1, 2019) for each day worked or reported for when employed at a location south of the French River subject to sections 28.2(c), 28.2(d), 28.3 and 28.4.

\* *An employee's "regular residence" is the place where he maintains a self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides, and for which he can show proof of financial commitment.*

- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the Project. Employees who travel daily to locations beyond ninety-seven (97) radius kilometers from the Project will be entitled to receive \$38.18 per day effective August 14, 2015 (\$38.94 effective May 1, 2016, \$39.72 effective May 1, 2017, \$40.52 effective May 1, 2018, \$41.33 effective May 1, 2019) for each day worked or reported for.

(d) Pickering and Darlington Projects

- (i) An employee who qualifies for subsistence allowance shall receive a subsistence allowance of receive \$52.11 per day effective August 14, 2015 (\$53.16 effective May 1, 2016, \$54.22 effective May 1, 2017, \$55.30 effective May 1, 2018, \$56.41) for each day worked or reported for, subject to Articles 28.2(c), 28.3 and 28.4.
- (ii) Employees who don't qualify for board allowance and commute beyond 97 radius kilometers shall receive \$38.18 per day effective August 14, 2015 (\$38.94 effective May 1, 2016, \$39.72 effective May 1, 2017, \$40.52 effective May 1, 2018, \$41.33 effective May 1, 2019) for each day worked or reported for.

28.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 28.1 and 28.2 above when such employee reports for work but does not remain at work for his scheduled daily hours of work unless excused by an authorized representative of the Employer. Such permission shall not be unreasonably denied.

28.4 For projects longer than three (3) weeks, upon application, and proof of membership in Local Union, payment of Room and Board will be issued for the first two weeks. Failure to provide satisfactory proof of eligibility during this period will result in

cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery any balance owing will be deducted.

- 28.5 An employee who maintained a regular residence within the geographic area of the Local Union for the purposes of employment and who relocates outside the geographic area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.
- 28.6 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at twenty-five dollars (\$25.00) per day. This will be applied on the following basis:
- (a) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged twenty-five dollars (\$25.00) per day, unless he is excused from work for a legitimate reason by the Project medical attendant or by an authorized representative of his Employer.
  - (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
  - (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
  - (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
- 28.7 If a journeyman does not qualify for Room and Board under Article 28.2, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel as per the rates in Article 28.1(v).

## **Article 29**

### **INITIAL AND RETURN TRAVEL AND TRANSPORTATION**

- 29.1 On recruitment of tradesmen who live between ninety-seven (97) and one hundred and sixty-one (161) radius kilometers from the Project, the Employer shall pay twenty-seven dollars (\$27.00) for the initial trip to the Project.
- 29.2 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario, but beyond one hundred and sixty-one (161) radius kilometers from the Project, the Employer shall pay thirty-six cents (36¢) per radius kilometer effective November 5, 2013 (thirty-seven cents (37¢) per radius kilometer effective May 1, 2014), plus travel time based on one (1) hour's pay for each eighty (80) radius kilometers of travel to a maximum of eight (8) hours' pay, for the initial trip to the Project from where the tradesman lives or place of recruitment, whichever is closer to the Project.

### 29.3 NON-ONTARIO RESIDENTS

On recruitment of tradesmen who live outside Ontario and beyond one hundred and sixty-one (161) radius kilometers from the Project, the Employer shall pay the equivalent of the cost of public transportation plus travel time based on one (1) hour's pay for each eighty (80) radius kilometers of travel to a maximum of eight (8) hours' pay, for the initial trip to the Project from where the tradesman lives or place of recruitment, whichever is closer to the Project.

29.4 To qualify for payment on Sections 29.1, 29.2 or 29.3, the employee must remain at the Project for a minimum of thirty (30) calendar days or the duration of the job, whichever is lesser. Such payment shall be included in the employee's first pay cheque. Should the employee subsequently fail to qualify for payment as noted above, the Employer will deduct the payment from the employee's final pay.

29.5 On termination of employment for reasons other than discharge for cause, an employee entitled to payment under Sections 29.1, 29.2 or 29.3 shall be entitled to return expenses calculated in the same manner as in Sections 29.1, 29.2 or 29.3 above, for the return trip from the Project to where the tradesman lives or place of recruitment, whichever is closer to the Project. To be eligible for return payment, an employee must remain at the Project for a minimum of sixty (60) calendar days or the duration of the job, whichever is the lesser.

- 29.6 (a) On the Thunder Bay Project and Atikokan Project, an employee shall qualify for a return trip from the Project to his regular residence\* for each thirty (30) days worked on the Project providing his regular residence is more than four hundred (400) radius kilometers from the Project.
- (b) For each entitlement, the Employer shall pay travel expenses on the basis of the equivalent cost of public transportation plus travel time based on one (1) hour's pay for each eighty (80) radius kilometers of travel to a maximum of eight (8) hours' pay.

## Article 30

### TOOLS AND CLOTHING

- 30.1 Employees shall be required to provide themselves with the ordinary hand tools of their trade as listed in the attached tool list. 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:
- (a) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider replacement or payment value to a maximum of \$400.00, based on the merit of each case. This will include only personal tools that a tradesman is required to have to perform his normal duties with the Employer.
  - (b) The Employer agrees to compensate employees for tools and work clothing 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 \$400.00. The Employer will consider the replacement of pliers broken on the job. Replacement will be based on the merits of each case.
- \* *An employee's "regular residence" is the place where he maintains a self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides and for which he can show proof of financial commitment*
- (c) In the event of a loss by fire at a work site, replacement or payment of the full estimated value in excess of fifteen dollars (\$15.00) but not exceeding four hundred dollars (\$400.00) for the loss of personal clothing will be made.
  - (d) In the event of a loss by fire at an Employer-operated camp, replacement or payment of the full estimated value in excess of fifteen dollars (\$15.00) but not exceeding seven hundred and fifty dollars (\$750.00) for the loss of personal clothing will be made.
- 30.2 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 conditions, subject to normal wear and tear. On layoff, employees will be allowed reasonable time to return tools to the tool crib.
- 30.3 Gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Such tools are not identified on trade tool lists, nor are they the tools and equipment identified in Sections 30.1 and 30.2 of this Article. Such tools shall be the responsibility of the Employer.

- 30.4 An employee, upon becoming aware of the theft or loss of Employer supplied tools, or clothing, will immediately report such theft or loss to his Employer. Failures to do so will result in employees being charged for the value of the lost or stolen tools or clothing.

### **Article 31**

#### **PROTECTIVE CLOTHING AND EQUIPMENT**

- 31.1 Where special wearing apparel is required, it shall be supplied for use of the employee without cost. Such equipment supplied by the Employer shall be charged against the employee, and credited to him upon its return.
- 31.2 The Employer will provide one (1) pair of gloves to each employee. The Employer will replace worn-out gloves, as required, provided they are returned to the Employer.

### **Article 32**

#### **DRINKING WATER AND CLOTHES ROOM**

- 32.1 Every Employer shall supply adequate drinking water (with ice when necessary and available) at all times, from covered containers having a drain faucet and individual drinking cups.
- 32.2 Every Employer shall provide or arrange at the commencement of the job, a sanitary and adequately heated, lighted and ventilated when necessary, place of shelter of adequate size, with adequate benches and tables where employees may eat their lunch, change their clothes and safely keep their tools.
- 32.3 Where the employer does not supply a shack of his own, but arranges for facilities, as in Section 31.2 above, he shall supply a gangbox, for each shift, with lock to safeguard his employees' tools.
- 32.4 Every Employer shall arrange for or provide at the commencement of the job, sanitary, adequately heated, lighted and ventilated toilet facilities. Flush toilet facilities shall be arranged for or provided when and where available.

### **Article 33**

#### **RADIATION WORK**

- 33.1 Local Union to be provided with a copy of Ontario Hydro Radiation Projection Procedures and any revisions.



Each employee will have access to his personal radiation exposure record.

Long-term employees who reach their exposure limit will be given alternate employment until they can resume radiation work.

Short-term employees will be given a guaranteed period of employment at their time of hire.

- 33.2 *Construction Radiation Protection Assistant (R.P.A.)* is a Construction Trades Person who has achieved the full radiation qualification via the approved Ontario Hydro Training Program. This requires successful completion of the construction R.P.A. training and checkouts and the performance of R.P.A. functions while under supervision of a fully qualified Construction R.P.A. to the satisfaction of the Construction Site Safety Officer and the Station Health Physics Unit.

R.P.A. will be paid the appropriate equivalent foreman's rate when performing an R.P.A. function and will report to the Site Safety Unit. An R.P.A. is a "qualification" and not a "trade function" irrespective of union or trade affiliation.

- 33.3 Employees working in a radiation area, in plastic suits of the fully enveloping type with an independent air supply, will receive \$15.00 per day effective June 25, 2010 (\$16.00 effective November 5, 2013, \$17.00 effective May 1, 2014). A day for the purposes of this item shall be defined as any period up to twelve (12) hours.

## **Article 34**

### **STANDOFF**

- 34.1 When unable to proceed with work, an Employer may elect to Standoff part or all of a crew.

The Employer reserves the right to Standoff its employees without pay up to a maximum of ten (10) consecutive working days. Notification of Standoff will be made by the Employer during normal working hours. A Record of Employment will be issued or provided electronically upon the commencement of the Standoff. No travel or subsistence allowance will be paid to an employee for the Standoff period.

- 34.2 If Standoff continues beyond ten (10) consecutive working days, an employee, at his/her option, may elect to remain on Standoff for an additional twenty (20) consecutive working days or be removed from Standoff. The Employer retains recall rights on employees electing to continue on Standoff.

- 34.3 If an employee elects layoff beyond the tenth (10<sup>th</sup>) consecutive working day, it shall be carried out in accordance with the terms of the Layoff provisions of this

Agreement. An employee laid off will be issued a Record of Employment form on his/her date of layoff indicating "Layoff – Shortage of Work".

- 34.4 Standoff shall only continue beyond thirty (30) consecutive working days with the mutual consent of the Employer and the Union, in writing.
- 34.5 For the purpose of this Article, when working on a 4 x 10 hour shift arrangement, the following will apply:
- eight (8) scheduled working days will be considered the equivalent of ten (10) consecutive working days.
  - sixteen (16) scheduled working days will be considered the equivalent of twenty (20) consecutive working days.
  - twenty-four (24) scheduled working days will be considered the equivalent of thirty (30) consecutive working days.

## **Article 35**

### **GRIEVANCE PROCEDURE**

- 35.1 Grievances within the meaning of the grievance and arbitration procedure shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement. In the event of any dispute concerning the meaning or application of any provision of this Agreement or a dispute concerning an alleged violation of this Agreement, there shall be no suspension or disruption of work, but such dispute shall be treated as a grievance and shall be settled, if possible, by EPSCA and the Union. In the interests of expediting the procedures, the parties shall process grievances in the following manner:

35.2 **PRELIMINARY DISCUSSION**

Disputes arising out of the interpretation or alleged violation of this Agreement shall, if possible, be settled by discussion between the employee and/or his steward and the employee's supervisor.

35.3 **FIRST STEP**

If a dispute cannot be resolved by this method, the Accredited Union Representative for the Union may file a formal grievance on the prescribed form with EPSCA/the Employer. Such grievance shall be filed within fifteen (15) working days of the alleged grievous act.

Within ten (10) working days of the filing of the grievance, EPSCA/the Employer shall investigate the grievance and convene a meeting which he or the Accredited Union

Representative considers necessary to resolve it. EPSCA/the Employer shall give his reply on the prescribed form to the Accredited Union Representative within five (5) working days from the date of the First Step meeting.

Copies of completed grievance forms signed by the appropriate parties shall be filed by the Employer with the General Manager of EPSCA and by the Accredited Union Representative with the International Representative of the Union.

If a First Step grievance meeting is considered appropriate, the Management Committee shall comprise of EPSCA, or their designates, plus two (2) Management officials, one (1) of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall comprise the Accredited Union Representative plus two (2) additional Union officials.

#### 35.4 SECOND STEP

If a dispute has not been resolved at the First Step of the grievance procedure, the Accredited Union Representative may refer the grievance on the prescribed form to EPSCA's Grievance Officer. Such grievances shall be referred within ten (10) working days after the disposition has been issued under the First Step of this procedure. A copy of the grievance form shall be forwarded by the Accredited Union Representative to the International Representative of the Union.

The EPSCA Grievance Officer shall investigate the grievance and convene a meeting which he or the International Representative considers necessary to resolve it and give his reply on the prescribed form to the International Representative of the Union within five (5) working days from the receipt of the grievance form which was completed at First Step.

If a Second Step grievance meeting is considered appropriate, the Management Committee shall comprise the EPSCA Grievance Officer plus two (2) other Management representatives, one (1) of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall comprise three (3) persons, including the International Representative and the Accredited Representative for the grievor, plus one (1) other representative of the Union.

#### 35.5 EPSCA OR UNION GRIEVANCES

The processing of EPSCA grievances shall begin at the Second Step. EPSCA may submit either policy or specific grievances. The Union may also institute policy grievances at this Step. Such policy or specific grievances shall be submitted within thirty (30) days of the alleged grievous act.

#### 35.6 TIME LIMITS

The time limits as to both documents and procedure set out in the above Sections shall be complied with by the parties to this Agreement provided, however, that the parties may mutually agree in writing in respect to an extension or waiver of any of the time limits imposed. Where no answer is given within the time limits specified in the grievance procedure, the employee concerned, the Union or EPSCA shall be entitled to submit the grievance to the next step of the grievance procedure. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been settled and ineligible for arbitration.

35.7 Alleged unjustified termination, discharge, suspension or disciplinary action may be grieved beginning at First Step.

35.8 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

## **Article 36**

### **ARBITRATION**

36.1 If any dispute about the interpretation or application of particular clauses of this Agreement or about an alleged violation of this Agreement cannot be settled through the grievance procedure outlined in Article 35, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA or the Union to a Board of Arbitration for adjudication. The party desiring to submit the dispute to arbitration shall notify the other party in writing of its desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the arbitration board. The two (2) nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, the appointment shall be made by the Minister of Labour for Ontario upon the request of the other party. If the two nominees fail to agree upon a Chairman, the services of the Minister of Labour for Ontario shall be utilized and the request to the Minister may be made by either party. The arbitration board, when selected or appointed, shall proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. In the case of an arbitration board, the decision of a majority is the decision of the board, but if there is no majority, the decision of the Chairman governs.

36.2 The arbitration board or arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board or arbitrator shall not substitute its discretion for that of the parties except where the board or arbitrator determines that an employee has been discharged or otherwise disciplined for cause when this Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration. In such cases, the arbitration board or arbitrator may

substitute such other penalty for the discharge or discipline as to the arbitration board or arbitrator seems just and reasonable in all circumstances. The arbitration board or arbitrator shall not exercise any responsibility or function of the parties. The arbitration board or arbitrator shall not deal with any matter not contained in the original statement of grievance filed by the party referring the matter to arbitration.

36.3 In arbitration proceedings, each party shall pay the fees and expenses of its nominee, whether appointed by the party or by the Minister of Labour for Ontario, and the fees and expenses of the Chairman shall be shared equally by the parties.

36.4 The time limits as to both documents and procedure set out in the above section shall be observed by the parties to this Agreement provided, however, that the parties may mutually agree in writing in respect to an extension or waiver of any of the time limits imposed.

### **Article 37**

#### **NO STRIKE - NO LOCKOUT**

37.1 There shall be no strikes or lockouts so long as this agreement continues to operate.

### **Article 38**

#### **DE NOVO**

38.1 In support of the objectives of the De Novo Substance Dependency Program, the Parties to this Agreement agree that \$0.04 per hour paid shall be contributed to De Novo. Each Employer and employee, working under the terms and conditions of this Agreement shall contribute \$0.02 per hour worked as set out in the wage schedules attached hereto. The reflected deductions shall be forwarded from the respective employer association and union field dues checkoffs listed in this Agreement

### **Article 39**

#### **ABORIGINAL CONTENT COMMITMENT**

39.1 Where an aboriginal commitment has been established on a project, the Union will agree to the conditions required to meet the commitment. The Employer will advise the Union prior to implementing the commitments.

39.2 For a project that is less than \$100,000 field labour, and has aboriginal content commitments, the terms of this collective agreement will not apply to those aboriginal content commitments.

## **Article 40**

### **ENABLING AGREEMENT**

- 40.1 Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship in a specific Local Union jurisdiction territory, the terms and conditions in this Agreement for that Local Union area may be modified for a particular project by the mutual consent of the Local Union and the Employers when they deem it prudent. Such amendments made shall be submitted to the International Office and EPSCA for ratification.

It being understood and agreed that where mutual agreement for change cannot be achieved the request shall not be subject to either grievance or arbitration.

## **Article 41**

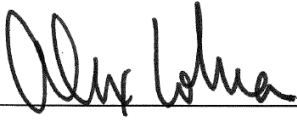
### **TERM OF AGREEMENT**

- 39.1 This Agreement shall continue in full force and effect from May 1, 2015 to April 30, 2020 inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month effective period either party serves written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Agreement.

In witness whereof, EPSCA and the Union have caused this Agreement to be executed in their names by duly authorized representatives at                      this        day of                      , 201    .


**For:**

**THE ELECTRICAL POWER  
SYSTEMS CONSTRUCTION  
ASSOCIATION**

  
\_\_\_\_\_  
Alex Lolua GM

**For:**

**INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING  
IRON WORKERS**

  
\_\_\_\_\_  
Kevin Beyerton: President OORW

## **TOOL LIST**

1 pliers  
1 belt and belt assembly  
1 reel and tape



## **APPENDIX I**

### **LINES AND STATIONS**

All other terms and conditions in collective agreement will apply to work on Lines and Stations unless modified or supplemented by this Appendix. In the event of a conflict between language in the collective agreement and the language in the Lines and Stations Appendix, the language in the Lines and Stations Appendix will prevail.

The following Articles will be moved from the main body of the agreement into this Appendix:

#### **Article 28– Lines and Stations Construction**

Daily Travel Allowance and Room and Board

#### **Article 1 - Foreperson/Senior Foreperson \***

- 1.1 There shall be a Senior Foreperson classification. For clarity, Article 10 – Foremen and Subforeman- applies to the Foreperson and Senior Foreperson classifications.
- 1.2 The rate of pay for Forepersons and Senior Forepersons working for Hydro One will be established provincially. This provincial rate will be calculated as the average of the base hourly foreperson/senior foreperson rate for all locals covered by the collective agreement.
- 1.3 The Senior Foreperson differential will be 15%.

**\* applies to direct hires of Hydro One only**

#### **Article 2 – Foreperson in Training \***

- 2.1 The parties agree to establish the Foreperson in Training (FIT) classification. It is understood that FITs hold responsible positions in the relationship between the Employer and the Union. Recognizing the responsibilities involved in being a supervisor and 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 FIT, the Employer and the Union.

The parties recognize the responsibilities of FITs to discharge their managerial duties. If the Union feels that the FIT is not discharging his/her managerial duties in a manner that is fair and equitable or if the Employer feels that the union is interfering with the FIT in the performance of his/her managerial duties, the Employer and the accredited Union Representative shall discuss for resolution. If the matter cannot be resolved, the grievance procedure may be invoked by either party.

The selection of FITs will be the responsibility of the Employer. Nothing regarding the selection of FITs is subject to the grievance procedure. For clarity, the specific criteria utilized, or the selection of FITs will not be subject to the grievance procedure. When

making appointments, the Employer will give consideration to those employees presently employed.

The retention of FITs will be the exclusive right of the Employer. In the interest of efficiency and productivity, the Employer shall have the right to move FITs from construction site to construction site.

The FIT differential shall be 8% above the journeyperson wage rate as set out in the existing wage schedules. The rates of pay for all FITs covered by this Agreement will be set forth in the current wage schedules.

FITs may be required to work with the tools where the crew size is six (6) or less Union members. In all instances, the primary responsibility of the FIT shall be to perform his/her safety and supervisory duties”.

**\* applies to direct hires of Hydro One only**

### **Article 3 - Mobility**

- 3.1 In order to address the issues of crew consistency, timeliness and cost competitiveness, the parties agree that the following shall constitute the principles that will govern mobility for the term of the collective agreement.
1. When performing work on a new construction project that spans multiple local union geographic jurisdictions, EPSCA and/or the Employer shall have the opportunity to keep the crew intact, and move the entire crew across geographic jurisdictions.
  2. EPSCA and/or the Employer will inform the local union hall of who the “travellers” are, the classifications they occupy and the local they belong to *in advance* of beginning work in the new geographic area (e.g. at the mark-up meeting, if one is required for the specific project).
  3. Where mutually agreeable, EPSCA and/or the Employer may agree to modify the make-up of the crew by replacing incumbent “travellers” with local members on the local union’s out-of-work list”.

### **Article 4 – Union Stewards \***

- 4.1 The provisions of Article 4.6 are not applicable to Union Stewards in Lines and Stations. Lines and Stations Union Stewards shall be notified of all overtime work. Additionally, for Lines and Stations work, a steward shall be given the first opportunity to work overtime provided he/she is able to perform the work required and is currently working on the site where the overtime is being worked. If overtime is scheduled on a non-scheduled work day, the Steward will be given the first opportunity to work overtime, providing they are qualified to perform the work.

**\* applies to direct hires of Hydro One only**

**Article 5 - LINES AND STATIONS CONSTRUCTION**  
**DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD**

**5.1 DAILY TRAVEL ALLOWANCE**

The daily travel allowance will be paid by the Employers to their employees who are not living in camp or receiving a subsistence allowance as referred to in Section 5.3, on the following basis:

- (a) If an employee lives within forty (40) radius kilometers of the work location, no travel allowance will be paid.
- (b) If an employee lives within forty (40) to fifty-six (56) radius kilometers of the work location, he shall receive \$25.65 per day effective August 14, 2015 (\$25.91 effective May 1, 2016, \$26.17 effective May 1, 2017, \$26.43 effective May 1, 2018, \$26.70 effective May 1, 2019) travel allowance for each day worked or reported for.
- (c) If an employee lives within fifty-six (56) to eighty (80) radius kilometers of the work location he shall receive \$29.60 per day effective August 14, 2015 (\$29.90 effective May 1, 2016, \$30.20 effective May 1, 2017, \$30.50 effective May 1, 2018, \$30.81 effective May 1, 2019) per day travel allowance for each day worked or reported for.
- (d) If an employee lives within eighty (80) to ninety-seven (97) radius kilometers of the work location he shall receive \$33.60 per day effective August 14, 2015 (\$33.94 effective May 1, 2016, \$34.28 effective May 1, 2017, \$34.62 effective May 1, 2018, \$34.97 effective May 1, 2019) per day travel allowance for each day worked or reported for.
- (e) If an employee lives greater than ninety-seven (97) radius kilometers from the work location and does not qualify for subsistence allowance under Section 5.3 below, he shall receive \$36.16 per day effective August 14, 2015 (\$36.52 effective May 1, 2016, \$36.88 effective May 1, 2017, \$37.25 effective May 1, 2018, \$37.63 effective May 1, 2019) per day travel allowance for each day worked or reported for, provided he continues to travel greater than ninety-seven (97) radius kilometers daily.
- (f) When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement. A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.

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

5.3 ROOM AND BOARD

The following conditions will apply for employees whose regular residence\* is more than ninety-seven (97) radius kilometers from the work location:

- (a) An Employer may supply either:
  - (i) room and board in camp or a good standard of board and lodging within a reasonable distance of the work location; or
  - (ii) a subsistence allowance; or
  - (iii) a travel allowance
- (b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$94.16 per day effective August 14, 2015 (\$96.04 effective May 1, 2016, \$97.96 effective May 1, 2017, \$99.92 effective May 1, 2018, \$101.92 effective May 1, 2019) worked or reported for when employed at a location north of the French River and receive \$79.22 per day effective August 14, 2015 (\$80.81 effective May 1, 2016, \$82.42 effective May 1, 2017, \$84.07 effective May 1, 2018, \$85.75 effective May 1, 2019) worked or reported for when employed at a location south of the French River, subject to Sections 5.3(c), 5.4, and 5.5.
- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the work location. Employees who travel daily to locations beyond ninety-seven (97) radius kilometers from the work location will be entitled to \$30.77 per day effective August 14, 2015 (\$31.39 effective May 1, 2016, \$32.02 effective May 1, 2017, \$32.66 effective May 1, 2018, \$33.31 effective May 1, 2019) worked or reported for.

- 5.4 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 5.1 and 5.3 above, when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer. Such permission shall not be unreasonably denied.

\* *For the purpose of this Article, "regular residence":*

- (i) *for metropolitan areas (Toronto and Hamilton) is the place where an employee maintains a self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides, and for which he can show proof of financial commitment.*

- (ii) *for all other areas, shall be deemed to be the city or town hall of the municipality where an employee maintains a self-contained domestic establishment described in (i) above. In those municipalities where a city or town hall does not exist, then the post office serving his permanent self-contained domestic establishment will apply.*

5.5 An employee who maintained a regular residence within the geographic area of the Local Union for the purposes of employment and who relocates outside the geographic area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.

5.6 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at twenty-five dollars (\$25.00) per day. This will be applied on the following basis:

- (a) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged twenty-five dollars (\$25.00) per day, unless he is excused from work by an authorized representative of his Employer.
- (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
- (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
- (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

#### **Article 7 – New Article of Hydro One Direct Hires Only**

7.1 The Employer, with the mutual agreement of the union (which shall not be unreasonably denied), may establish the following hours of work arrangement for work north of the French River:

- i. The Employer may establish a shift consisting of eight (8) consecutive ten (10) hour days at straight time followed by six (6) consecutive days off
- ii. Board allowance will be paid for all days worked. Board allowance will be as per Appendix II Article 5.3 or the employer may pay expenses in lieu of Board Allowance

## **Article 8**

The Hydro One reserves the right to implement bi-weekly pay for Hydro One Direct Hires only, and will notify the union in advance of such implementation.

## **Article 9 - Flame Resistant Clothing \***

The wearing of flame and arc resistant clothing has been made mandatory on Hydro One construction sites. In recognition of this requirement, employees will be issued an initial allotment of \$600.00 to purchase such clothing from the approved supplier, as directed by the Employer.

The replacement or mending of flame and arc resistant clothing is the responsibility of the Employer. Employees will be allowed to replace worn or damaged clothing with alternate items up to the value of the item being replaced.

This LOU will expire automatically upon the expiry of the collective agreement (unless renewed by the parties) or if flame resistant clothing becomes a legislated requirement on Hydro One sites, whichever is sooner”.

**\* applies to direct hires of Hydro One only**

## **APPENDIX A**

### **MOOSE RIVER BASIN: NORTHERN ONTARIO**

Where the Employer elects to establish a camp, the following conditions will apply for employees working in the Moose River Basin:

#### **Camp Conditions**

- (a) An Employer may elect to provide free room and board in camp at no cost to the employee. Where the Employer elects to provide a camp such employees will not be entitled to receive a daily travel or room and board allowance.
- (b) When an Employer does not elect to provide free room and board in camp, the employee will be entitled to receive a daily travel or room and board allowance as set out in Article 28.
- (c) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.
- (d) An employee who is absent from work without approval and who remains in camp and who is still absent from work on the following day without approval will be charged \$25.00 for the day of absence and each successive day of unapproved absence.

#### **Hours of Work**

- (a) The hours of work will consist of a 21 day cycle of fourteen (14) consecutive work days followed by seven (7) consecutive days off.
- (b) Regularly scheduled hours of work of ten (10) hours per day shall be paid at straight time hourly rates.
- (c) Regularly scheduled hours of work on Saturday, Sunday, Recognized Holidays, and the fifth (5th) consecutive weekday shall be paid at two times the straight time hourly rate.

### Wrap Around

An employee shall qualify for a return trip from the project every second twenty-one (21) day cycle he is on the project on the following basis:

- (a) If an employee lives within 161 radius kilometers from the project, the Employer shall pay forty dollars (\$40.00).
- (b) If an employee lives greater than 161 radius kilometres from the project, the Employer shall pay as an allowance, forty dollars (\$40.00) plus travel time based on the equivalent of one (1) hours base rate of pay for each eighty (80) radius kilometers, or portion thereof, of travel time to a maximum of 800 kilometers from where the employee lives or place of recruitment, whichever is closer to the project.



## **APPENDIX B**

When working under the provisions of this appendix all conditions listed below will supersede those contained in the main agreement. Where this appendix is silent, the appropriate article in the collective agreement applies.

This shift schedule is intended for work greater than four (4) weeks in duration, however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

If in the transition onto or off this 7-day shift schedule an employee would receive less than 40 paid hours in a pay period, the employee shall receive the difference between the total paid hours for that pay period and 40 hours pay. This does not apply to those employees who are laid off during or at the end of the schedule.

The employee(s) shift schedule consists of four consecutive shifts (day, afternoon, or night) followed by four scheduled days off. Shift overlap may be required.

Shift work may be established by the employer to provide seven days per week work coverage, on a one, two, or three shift per day basis. When this occurs, a specific shift arrangement will be established by the employer detailing the shift schedule to be worked. The employer will provide the Union with 48 hours notice prior to the implementation of these shift provisions.

### **First Shift**

Regularly scheduled hours of work of up to ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates.

### **Second Shift**

Regularly scheduled hours of work of up to ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of one-fifth of the straight time hourly rate.

### **Third Shift**

Regularly scheduled hours of work of up to ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of one-fifth of the straight time hourly rate.

## All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid at two times the straight time hourly rate. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

The rate for the shift will be based on the day in which the shift begins.

An unpaid lunch period of one-half hour shall be allowed to be taken no later than five hours after the commencement of a shift.

For employees working regularly scheduled hours, two fifteen (15) minute rest periods will be allotted at a time and location directed by the employer for employees to rest.

It may be necessary, from time to time, to vary the established shift arrangements. When this occurs, a revised shift arrangement will be established.

### **Appendix C – 7 Day Coverage Nuclear Sites**

The implementation of this Appendix is contingent on EPSCA and the Millwrights agreeing to comparable rates for regularly scheduled hours on Saturday and Sunday on 7 day coverage. This agreement shall become effective immediately upon such agreement between EPSCA and the Millwright Regional Council of Ontario. In the 30 day period immediately following the date this Appendix becomes effective, the union shall have the option to put forth other alternatives that will provide savings at least equivalent to those that would result from the implementation of this Appendix and EPSCA will consider all such alternatives. Failure to agree to an acceptable alternative will result in the continued application of this Appendix.

If EPSCA provides an incentive to the Millwright Regional Council of Ontario to obtain the agreement of this Appendix within the Millwright Agreement, then EPSCA shall make available the same incentives to the unions that have become bound to this Appendix. This “me too” is effective only for the duration of the collective agreement and will expire on April 30, 2020.

When an employee is assigned to, and working as a member of, a composite crew with one or more employees working under the Carpenter Collective Agreement who is also working under provisions of the applicable 7 Day Coverage of the Carpenter Collective Agreement (7 Day Coverage), he or she shall receive the same premium pay treatment as the Carpenter for regular scheduled hours for Saturday and Sundays.

The above paragraphs do not change the existing language in the 7 Day Coverage Appendix for non-Nuclear sites.

## **APPENDIX C**

### **7 DAY COVERAGE – Nuclear Sites Only**

This shift schedule is intended for work greater than four (4), eight (8) day cycles (32 days) in duration, however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

If in the transition onto or off this 7-day shift schedule an employee would receive less than 40 paid hours in a pay period, the employee shall receive the difference between the total paid hours for that pay period and 40 hours pay. This does not apply to those employees who are laid off during or at the end of the schedule.

The employee(s) shift schedule consists of four consecutive shifts (day, afternoon, or night) followed by four scheduled days off. Shift overlap may be required.

Shift work may be established by the employer to provide seven days per week work coverage, on a one, two, or three shift per day basis. When this occurs, a specific shift arrangement will be established by the employer detailing the shift schedule to be worked. The employer will provide the Union with **seven (7) calendar** days’ notice prior to the implementation of these shift provisions.

### First Shift (Day Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates.

### Second Shift (Afternoon Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus the applicable shift differential per the collective agreement.

### Third Shift (Night Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus the applicable shift differential per the collective agreement.

### All Shifts

Regularly scheduled hours of work on Saturday and Sunday shall be paid at one and a half times the straight time hourly rate.

Statutory and Recognized Holidays shall be paid at two times the straight time hourly rate. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

The rate for the shift will be based on the day in which the shift begins.

An unpaid lunch period of one-half hour shall be allowed to be taken no later than five hours after the commencement of a shift.

For employees working regularly scheduled hours, two fifteen (15) minute rest periods will be allotted at a time and location directed by the employer for employees to rest.

It may be necessary, from time to time, to vary the established shift arrangements. When this occurs, a revised shift arrangement will be established.

Overtime will be in accordance with the provisions of the collective agreement.

## **APPENDIX D**

During the term of this collective agreement, the parties will meet to negotiate terms and conditions for Nuclear sites that will establish the framework for Nuclear Projects and/or outages.

This appendix will come into effect at the date of the successful completion of these negotiations and will form part of the EPSCA/Ironworker Agreement.

## STATEMENT OF UNDERSTANDING #1

### EMPLOYMENT EQUITY

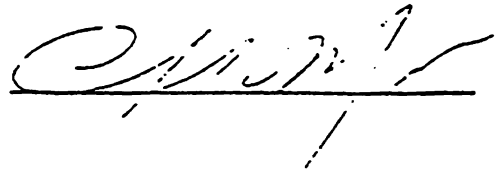
It is recognized by the Electrical Power Systems Construction Association and the International Association of Bridge, Structural and Ornamental Ironworkers on behalf of Reinforcing Rodmen, that Employment Equity legislation will be passed during the life of this collective agreement.

The parties therefore agree to consider and address the legislation as it affects the accommodation of aboriginals and any other group designated by the legislation.

Signed at Toronto this 29<sup>th</sup> day of June, 1992.



\_\_\_\_\_  
For the Electrical Power  
Systems Construction  
Association



\_\_\_\_\_  
For the International  
Association of Bridge,  
Structural and Ornamental Iron  
Workers on behalf of  
Reinforcing Rodmen

## **LETTER OF UNDERSTANDING**

### **NORTHERN BOARD AND TRAVEL**

- .1 This LOU applies to major OPG construction projects in remote parts of the Province. “Major construction project” is defined as a large scale, temporary, site-specific scope of work that may entail maintenance work or the ongoing operation of the generating station.
- .2 EPSCA, the Union and OPG will review, on a project by project basis, the board and travel and initial/return travel provisions to determine if they are adequate. Considerations include location of the work, availability of accommodations, travel time, etc.
- .3 The review will be conducted as part of the pre-bid information process (i.e. prior to awarding of the final contract).
- .4 If special funding is found to be unnecessary, the existing collective agreement provisions will apply.

Letter of Understanding

between

The Electrical Power Systems  
Construction Association

and

The International Association of Bridge, Structural and Ornamental Ironworkers  
on behalf of Reinforcing Rodmen

It is agreed by the parties to this understanding that any issues arising from the definition of “Major” referred to in Article 1.1 (ii) shall be referred to a joint committee co-chaired by the an EPSCA Representative and the Ontario District Council President. It is not subject to the grievance/arbitration process as outlined in Articles 35 and 36.

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**Kevin Bryenton**  
**Ontario District Council President,**  
**on behalf of Reinforcing Rodmen**

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**EPSCA**



## LETTER OF UNDERSTANDING

### Compensation for Travel Time at Remote Hydro Electric Generating Sites

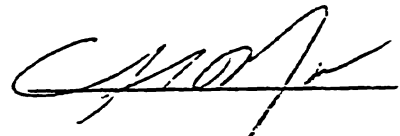
Considering the travelling conditions and availability of accommodation, the Employer may establish as assembly point different than the work location. Where the assembly point is different than a work location, the following provisions will apply:

- 1.0 An employee will be paid an allowance equivalent to his straight-time rate, up to a maximum of one (1) hour, for all time spent travelling from his assembly point to his work location.
- 2.0 An employee will travel on his own time when returning from his work location to his assembly point.
- 3.0 The Employer is entitled to 50% name hire for work covered by these provisions.

Dated this 26<sup>th</sup> day of November, 1998.



for EPSCA



for Iron Workers

**LETTER OF UNDERSTANDING**

**between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**and**

**THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRONWORKERS**

**EMPLOYMENT REFERRALS TO NUCLEAR FACILITIES  
AND ONTARIO HYDRO SERVICES COMPANY**

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It is agreed by the parties to this understanding, that prior to any member being referred for employment at a nuclear generating facility or Ontario Hydro Services Company property, the member must submit to a security check. Only members who successfully obtain security clearance will be referred to the facility for employment. Once a member has been hired on, they will receive an allowance of \$50.00 on their first weeks pay cheque, in consideration of their time spent filling out the security forms.

The Union will be notified in writing of the names of the individuals who were not successful in obtaining security clearances.

The parties to this understanding also acknowledge that this pre-clearance process does not prohibit the Union from filing a grievance on behalf of any member who is refused employment due to their failure to obtain security clearance.

Dated at Toronto this 30<sup>th</sup> day of March, 2000

*J.K. Dotchin*

*F. Marr*

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For the Electrical Power Systems  
Construction Association

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For the International Association  
of Bridge, Structural, Ornamental  
And Reinforcing Ironworkers

**LETTER OF UNDERSTANDING**

**between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**and**

**THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRONWORKERS**

It is agreed that an employer may refuse to hire a former employee who has retired and signed a waiver that they will not be re-employed.

Dated at Toronto this 30<sup>th</sup> day of March, 2000

*J.K. Dotchin*

*F. Marr*

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For the Electrical Power Systems  
Construction Association

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For the International Association  
of Bridge, Structural, Ornamental  
And Reinforcing Ironworkers

## **LETTER OF UNDERSTANDING**

Between

THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND REINFORCING  
IRON WORKERS and REINFORCING RODMEN

In order to address the issues of training and cost competitiveness, the parties agree that the following shall constitute the principles that will govern training for the term of the collective agreement.

1. The EPSCA Owners will continue to mandate the training requirements for workers on EPSCA owner sites
2. Rodmen will attend industry standard training on their own time. The parties agree that the following training courses will be recognized as industry standard:
  - Standard First Aid/CPR
  - First Safety
  - Traffic Control
  - WHMIS
  - Fall Arrest
  - Fork Lift
  - Elevated Work Platform
  - Basic First Aid
  - High Voltage Awareness
  - Powder activated tools
3. The parties agree that EPSCA owners/contractors can request workers with industry standard training (as outlined above).

Dated at Toronto this day of

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EPSCA

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Rodmen

## **LETTER OF UNDERSTANDING**

Between

THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND REINFORCING  
IRON WORKERS and REINFORCING RODMEN

### **Implementation of Wage Schedules and Agreement**

The parties will have 60 calendar days from ratification to review, approve and implement the wage schedules and the new collective agreement.

## **LETTER OF UNDERSTANDING**

Between

THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND REINFORCING  
IRON WORKERS and REINFORCING RODMEN

### **Apprentices**

1. The Union and the Employer shall maintain a balanced apprenticeship program. All levels of apprentices shall be made available.
2. If an apprentice does not qualify for Room and Board under Article 28.2, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel rates as per the rates in Article 28.1 (v).
3. The Joint Training and Apprenticeship Committee (JTAC) shall allow for participation of EPSCA and/or an Employer Delegate.