

SOURCE	Temp		
EFF.	92	05	01
TERM.	95	04	30
No. OF EMPLOYEES	900		
NOMBRE D'EMPLOYÉS	dT		

**ONTARIO PROVINCIAL POWER SECTOR
COLLECTIVE AGREEMENT**

between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

and the

**UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY
OF THE UNITED STATES AND CANADA**

May 1, 1992 - April 30, 1995

02689(05)

1. Introduction
2. Methodology
3. Results
4. Discussion
5. Conclusion

(continued)

EPSCA/UA COLLECTIVE AGREEMENT

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ONTARIO PROVINCIAL POWER SECTOR

COLLECTIVE AGREEMENT

by and between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(hereinafter called the "Association")

on behalf of Ontario Hydro and all
other contractors performing work in the
Electrical Power Systems Sector

and the

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE
UNITED STATES AND CANADA

(hereinafter called the "Union")

WHEREAS the Association is 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 the Canadian Federation of Labour 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
REV bargaining unit as defined in Section 1.3 engaged in

- i) all construction industry work under the responsibility of Design and Construction Branch/ENCON Services Branch (including Generation Projects Division and Transmission Systems Division),
- ii) all Major* construction industry work which is tendered/contracted for all other Divisions of Ontario Hydro and,
- iii) work performed by the Design and Construction Branch for any Operations branch of Ontario Hydro 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 Hydro property for the bulk power system. 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 (voltages over 50 kV) and transmission stations, microwave and repeater stations save and except the building of commercial-type office facilities at urban locations remote from operating facilities.

1.2 The Union recognizes the Association 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 foremen, subforemen, journeymen and apprentices of the Employers as identified in section 1.1 above. "Subforemen" are working foremen who exercise supervisory responsibility and who may use the tools of the trade.

1.4 The term "Employers" shall include individual members of the Association
REV and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or any Employer engaged in the work as defined in section 1.1 above.

* ***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***

- 1.5 Notwithstanding the provisions contained in this Article, this Agreement does not alter existing practices operative between individual Employers and the Union with respect to general foremen and subforemen.
- 1.6 EPSCA and the Union agree that the use of nomenclature is meant to refer to both genders.

Article 2

EXECUTIVE COMMITTEE

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- 2.1 To advance harmonious relations between the Association, the Employers, the Union, and the employees, the Association and the Union shall each appoint an Executive Committee. The Executive Committee of the Association shall consist of the Board of Directors and Officers of the Association. The Executive Committee of the Union shall consist of the Senior Representatives of the Union and the Accredited Union Representatives.

The Committee shall meet together every six months or upon request of either Committee to review matters associated with the administration and application of this Agreement. It will be the intent of both Committees to implement the standardization of this Agreement and all of its provisions wherever employees are working in the Province.

- 2.2 Executive Committee minutes will be kept regarding the formal business conducted at these meetings, detailing those items discussed. The minutes must have the joint approval of the Executive Committee.
- NEW

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 and grievances on the basis of not more than two representatives from the Union for each Major Project and suitable number for the Construction and Services Division. The Union will notify the General Manager of the Association 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 Association 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.
- 3.2 An Accredited Union Representative may be appointed by the international Representative to be his designate in all matters requiring the involvement of the International Representative.

The International Representative will inform the Association of the name of such designate prior to his involvement.

Article 4

UNION STEWARDS

4.1 The Accredited Union Representative shall inform the appropriate Association representative in writing of the names of all stewards as they are appointed and when they cease to act as stewards. A steward shall exercise his duties only in respect to employees of his Employer. A steward shall obtain permission from his immediate supervisor before leaving his work area for Union business. Such permission shall not be unreasonably denied.

The Accredited Union Representative shall inform the appropriate Association representative in writing of the name of one steward who will be responsible for the conducting of business at the Project level. The Chief Steward shall be supplied by the Employer with a list of employees hired and discharged. He shall receive a copy of all correspondence related to disciplinary matters issued to the employee. The Chief Steward and the Accredited Union Representative shall be notified of all layoffs a minimum of one day in advance.

4.2 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 take all reasonable action to ensure that the prohibited action of the employees is prevented or stopped.

4.3 The Union shall be given written notice before a steward is released or transferred by the Employer and under normal conditions the steward will be the last employee retained by the Employer in a layoff situation, provided the steward is able to perform the work required in Management's opinion.

4.4 The Chief Steward will be informed of all scheduled overtime. Where practical, a steward shall be given the first opportunity to work the overtime providing he is qualified to perform the work.

Article 5

ADVANCE NOTICES

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

The Association will convene a prejob 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.

5.2 Subsequent prejob conferences will be convened by the Association before specific portions of work commence to discuss the final details of the work and to establish conditions in accordance with this Agreement for that work.

5.3 Upon the request of the Union, a prejob conference will be convened by the Association.

- 5.4 The Association will provide written notice to the International Representative and the Accredited Union Representative as far in advance as possible of new work and prejob conferences as noted in sections 5.1 and 5.2 above.

Article 6

WORK ASSIGNMENT

- 6.1 The Jurisdiction of the Union 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.
- 6.2 In recognition of the Union's jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or any successor agency of the Building and Construction Trades Department. When a jurisdictional dispute exists between unions and upon requests by the United Association, the Employer shall furnish the U.A. Director of Canadian Affairs 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. The Employer agrees to consider evidence of established practices within the construction industry generally when making jurisdictional assignments.
- 6.3 When there is a dispute as a result of a prejob mark-up, the Employer will make an assignment only after:
- (i) evidence has been submitted by the unions involved within a time limit specified by the Employer;
 - (ii) all evidence submitted has been evaluated by the Employer.

A copy of such assignments shall be submitted to the United Association Canadian Office and Accredited Union Representative. Where a local of the Union is in disagreement with an Employer's work assignment, the U.A. Canadian Office can submit the dispute in accordance with section 6.3 above and the Employer shall supply the U.A. Canadian Office and 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.

- 6.4 **REV** The International Representative of the Union will advise the Association in writing of his intent to submit a jurisdictional dispute to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry and will identify in detail the work in question. In the event that the International Office of the Union elects not to file with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, EPSCA and/or the Contractor agree to file the dispute at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry at the request of the UA Director of Canadian Affairs. The decision of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement.

- 6.5 There shall be no sit down or work stoppage because of jurisdictional disputes.
- 6.6 REV 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 or if the said Plan is unable to convene and issue decisions or if the Union is unable to refer the dispute to the Plan, the Association and the Union shall have recourse to the Ontario Labour Relations Board for a decision.
- 6.7 In the event the building trades in the Province of Ontario are successful in establishing a Provincial Impartial Jurisdictional Disputes Board, the Association and the Union agree to meet and discuss implementation of procedures set forth by said Board.

Article 7

UNION SECURITY

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 1/1
 4.6
 (a)
- 7.1 The Employers agree that all employees under this Agreement ~~will be~~ members of ~~the Union~~, and will maintain such membership in good standing as a ~~condition~~ of employment.
- 7.2 At the request of the Union, a checkoff system of Union dues will be instituted and made operative for the duration of this Agreement. The Employers will supply full checkoff lists of employees subject to checkoff at regular intervals, and agree to collect monthly for the Union dues payable to the Union. The Employers will transmit ~~the~~ monies so collected to the designated officials of locals of the Union. The Union will indemnify the Association and the Employers for any liability arising from the deduction of dues as requested by the Union.
- 7.3 Any changes in dues will be confirmed by the ~~International~~ Representative to the General Manager of the Association before such changes are put into effect.

Article 8

EMPLOYMENT

- 8.1 (a) For the purposes of this Article, a geographic area will be established for each Major Project and geographic areas for the Construction and Services Division. 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.
- 8.2 An office will be established by the Association for each Major Project and the Construction and Services Division. A purpose of this office will be to coordinate employment as specified in this Article.
- 8.3 The Association and the Union will exchange the names of their representatives in each of the areas described in section 8.1 (a), who will be responsible for cooperating in the referral and employment of reliable and competent Union members.

8.4 The Association will notify the Union of future manpower requirements of all employees coming within the scope of this Agreement.

8.5 Where key tradesmen are required, Employers reserve the right to employ and transfer key tradesmen. The number of key tradesmen to be transferred will be determined at the initial prejob conference provided for in Article 5.

8.6 The employment of tradesmen and apprentices, excluding key tradesmen, shall be carried out on the following basis and sequence:

(a) The Association office will request the appropriate Local Union office for tradesmen and apprentices required. The Union will furnish competent workmen on request. The Employer shall have the right to determine competency and qualifications and to reject any new applicant and to discharge and discipline any employee for just and sufficient cause.

The Employer shall not discriminate against any employee by reason of his membership in the Union or his participation in its lawful activities.

(b) Local Union members who are resident in the Province of Ontario will be referred by the Union for employment through the Association office. As much as their out-of-work list will permit, the Union will supply members on a fanout basis from the project or work location.

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

(c) When the supply of local union member tradesmen and apprentices has been exhausted and additional tradesmen and apprentices are required, the Association will contact the International Representative for the trade concerned in order to determine whether Union tradesmen and apprentices are available outside of the local union. The United Association will co-operate in providing employment to such union tradesmen and apprentices on the basis that they be supplied from the nearest location where they are available.

(d) The Employer agrees to hire and employ only members of the United Association when available on all work within the jurisdiction of the Union. Such employees as a condition of their employment shall continue to maintain their membership in the United Association. No one will be employed unless they are in possession of a referral slip from the Local Union office. All employees in possession of a referral slip from the Local Union shall register with the Association office on site prior to commencing work. Where possible on Generation Projects, the Association office will make available a list of names of any new hires at the earliest convenience which may be reviewed by the union steward.

Notwithstanding Article 7, section 7.1, if, upon request, the Local Union or the United Association is unable, within three (3) full working days, to supply journeymen, including journeymen with special skills, the Association may secure journeymen from other available sources.

8.7 Should it be necessary to reduce the working forces on the job, the Employer shall lay off or terminate his employees in the following sequence:

- (i) potential members
- (ii) travel cards
- (iii) Local Union members

It is recognized that the remaining employees must be capable of performing the work remaining to be done.

8.8 Construction Radiation Protection Assistant (R.P.A.) is a Construction Trades Person (Greenman) who ~~has~~ achieved the full radiation qualification via (i) the approved Ontario Hydro Training Program, (ii) has successfully completed the construction R.P.A. training and checkouts, and (iii) has performed 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.

The Employer will select for Greenman training only those employees who are members of the Local Union for the Project.

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.

8.9 ~~in~~ the case of a recall to work, Employers ~~reserve~~ the right to recall qualified Greenmen (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.

Article 9

FOREMEN AND ~~EN~~

9.1 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. The foremen will not work with the tools of the trade with the intent to replace a journeyman.

9.2 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 of

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.

- 9.3 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 consideration to those journeyman they presently employ on site.
- 9.4 In the interest of efficiency and productivity, the Employer shall have the right to move foreman and subforemen from construction site to construction site.
- 9.5 REV The foremen's differential shall be the higher of the differential paid in the locality by Employers under Agreement with the Union for construction work of a related nature or \$2.50 per hour effective June 18, 1992 (effective May 1, 1993 - \$2.50; effective May 1, 1994 - \$2.75). The subforemen's differential shall be 50 percent of the foremen's differential.
- 9.6 The rates of pay for all foremen and subforemen covered by this Agreement will be set out in the wage schedules attached hereto.
- 9.7 No Foreman or Subforeman shall be appointed or permitted to act as a Steward.
- 9.8 NEW Travel card subforemen shall be laid off before local union subforemen.

Article 10

EMPLOYER'S RESPONSIBILITY

- 10.1 All piping at the option of the Employer shall be fabricated or bent on the job site or in a shop.
- 10.2 Where the word "shop" is used in this Article it shall be defined as a qualified pipe fabrication shop under agreement with the United Association or one of its Local Unions.
- 10.3 The United Association and its affiliated Local Unions reserve the right to refuse to handle, erect or install fabricated piping sent to the job that has not been fabricated in a shop.
- 10.4 Both the Union and the Employer acknowledge that exceptions may arise where the Employer is required to install component parts of an industrial piping system such as skid mounted vessels, pumps, driers, exchangers, etc, (but excluding pipe and piping formations between such components). Prior to commencement of this work where the Employer is required to install such components and if the matter cannot be mutually resolved between the Employer and the Union, it shall be immediately referred to a permanent review panel consisting of three members appointed by the Union and three members appointed by the Employer.

This panel shall establish its own terms of reference which will include provisions for a final and binding settlement on such matters contained herein, including situations where **non-competitive** bidding has occurred.

Article 11

PIPE HANGERS AND PIPE SUPPORTS

- 11.1 All pipe supports and pipe hangers made of structural shapes only which can be fabricated from drawings or specifications prepared by the responsible designing engineering company or companies are not covered by this Agreement. Such pipe supports and pipe hangers shall be shipped to the job unattached and erection shall be covered by the terms of this Agreement.
- 11.2 All hanger rods, pipe supports and pipe hangers which require field dimensions for fabrication by the Employer on or off site are covered by this Agreement.
- 11.3 All catalogue items such as clamps, U-bolts, etc, may be purchased from any sources at the option of the Employer. Erection of such items shall be covered by the terms of this Agreement.

Article 12

NON-DESTRUCTIVE TESTING

- 12.1 For on site work where the Employer is responsible for and has control over non-destructive testing or sublets such work, this work shall be performed in accordance with an agreement acceptable to the Union.

Article 13

TAGGING

- 13.1 Where the Employer is responsible for the initial identification tagging of valves and instruments in "situ", the affixing of such tags shall be performed by a member of the United Association.

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Article 14

APPRENTICESHIP AND TRAINING PROGRAMS

- 14.1 It is recognized and agreed that in order to update the skills of tradesmen and registered apprentices covered by the terms of this Agreement all Employers shall pay into the United Association Canadian Training Trust Fund eight cents (8¢) per hour for each hour worked by its employees under the terms of this Agreement.
- 14.2 Employers shall pay into operative local apprenticeship or training funds the amounts set out in the wage schedules attached hereto.
- 14.3 The Union agrees to supply pertinent information regarding the fund(s) to the Association.

- 14.4 The responsibility for selecting and employing the required numbers of apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Local Union Training Committees.
- 14.5 REV The Association will identify as far in advance as possible its training needs and communicate those needs to the Local Training Committee. The Association agrees to co-ordinate with the Local Union the specialized training required to accommodate new technology and new methods with the intent to utilize local union members wherever practical.
- 14.6 No Apprentice or Journeyman shall be required to work overtime or shift work when it interferes with his attending classes related to the Local Union Journeyman and Apprenticeship Training programme.

Article 15

PAY PROCEDURE

15.1 NORMAL PAY PROCEDURE

- (a) Employees will be paid weekly and payment for any given week will be made not later than ~~the sixth working days~~ after the close of the payroll period, but in any event not later than ~~Thursday~~ of the following week. When a holiday occurs on a Thursday or Friday, then ~~payment of wages by negotiable cheque or cash shall be made not later than the preceding Wednesday.~~ Cheques issued on the Wednesday prior to the Friday holiday shall be negotiable on the Thursday prior to the Friday holiday.
- (b) Accompanying each payment of wages shall be a statement in writing which will 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 purposes 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 recognized holiday pay for which the employee is being paid;
 - (viii) the net amount of money being paid to the employee.
- (c) In cases of ~~inclement~~ whether being declared on pay day, employees will receive their pay before leaving the site provided it is available on the site.

15.2 PAY PROCEDURE ON TERMINATION

(a) An employee who voluntarily terminates his employment will have the option of picking up his final pay on the next regular pay day or may elect to have his final pay mailed to his last known address on record with the Employer by registered mail within five (5) working days of termination.

REV (b) An employee who is laid off will be paid in full no later than **two** (2) hours prior to the end of the normal shift providing the Employer's pay facilities are on site.

An employee who is laid off will be paid as per Article 20.1 and shall be paid to the completion of the normal hours of work for the shift and shall be allowed to commence clearing the project within **two** (2) hours of the end of the shift.

If the Employer's pay facilities are off site, an employee who is laid off a Generation Projects Division construction site will have his final pay mailed to his last known address within five (5) **working** days from termination or if written notice is given by the employee to the **Employer**, he may pick up his final pay at the payroll office of the Project on the next regular pay day. An employee who is laid off a Transmission Systems Division construction site will have his final pay mailed to his last known address within eight (8) working days from termination.

Included in the employee's final pay will be his vacation and recognized holiday pay and his Unemployment Insurance certificate.

(c) An employee who is discharged or laid off shall be provided with his final pay immediately if the Employer's pay facilities are on site or as per section 15.2 (b) if the Employer's pay facilities are not on site. If the Employer fails to provide an employee with his final pay and **related** documents as required above, within the prescribed time period, the Employer shall pay waiting time in excess of the stated time period at the applicable hourly rate of wages for regular working hours until the receipt of such pay and documents by the employee.

(d) If, at the time of termination, an Employer is not prepared to consider an employee eligible for rehire, the employee will be notified in writing and a copy of said notification will be forwarded to the Accredited Union Representative.

(e) In established cases of long-term sickness or compensable accident, an employee will be maintained on the Employer's payroll for a minimum period of six (6) months or his normal date of layoff, whichever occurs first.

Article 16

WAGES

16.1 GENERATION STATION PROJECTS

The rates of pay for employees in the classifications listed in Article 1 of this Agreement and working on Generation Station Projects shall be as set forth in the wage schedules attached hereto, subject to section 16.3 below.

16.2 LINES AND STATIONS CONSTRUCTION ZONES AND MISCELLANEOUS PROJECTS

Wages rates for employees in the classifications listed in Article 1 of this **Agreement** and working in Lines and Stations Construction Zones and on Miscellaneous Projects shall be as set forth in the area rate schedules for each work location and area, subject to the section 16.3 below.

16.3 REV Effective May 1 1992, and until April 30, 1995, **the** Association will amend the attached **wage** schedules and area rates schedules for the classifications listed in Article 1 of this Agreement as per the wage schedules attached hereto.

16.4 REV When a complete and finalised breakdown of the total wage packages from all the local unions is received through the Canadian Director, the Association will **produce** and implement the wage schedules within thirty (30) days.

Article 17

RECOGNIZED HOLIDAYS

17.1 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

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17.2 Should any recognized holiday in addition to those listed in section 17.1 be proclaimed by federal or provincial legislation, such holiday shall be recognized in the same manner as those listed in section 17.1.

17.3 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.

Article 18

VACATION AND RECOGNIZED HOLIDAY PAY

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- 18.1 The Vacation and recognized holiday pay rate shall be ten (10) percent of vacationable gross earnings. The vacation pay rate shall be six (6) percent and the recognized holiday pay rate shall be four (4) percent.
- 18.2 Payment of vacation and recognized holiday pay shall be made on the regular weekly pay cheque.
- 18.3 A leave of absence for the purpose of taking an annual vacation of three (3) weeks will be granted. In special circumstances where the work schedule permits, additional time off may be granted to an employee and this additional time off shall not be unreasonably withheld.

REV

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Article 19

BENEFITS AND UNION FUNDS

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- 19.1 The Employer agrees to pay into operative **welfare, pension** and SUB plans established or recognized in the locality by Employers under Agreement with the Union for construction work of a related nature. The amount(s) of welfare, pension and SUB contributions to be paid will be set out in the wage schedules attached hereto.

The Union agrees to supply the Employers with information regarding the welfare, pension and SUB plans and also administrative material that is required for the implementation of them.

Should the contributions recognized under this Article change during the term of this Agreement, then an adjustment may be made to the base rate. The total wage package will not be changed.

Within three (3) weeks of receipt of a written notice from the Union, any changes to such contributions will be implemented. The effective date will be the date of implementation.

- 19.2 There shall be an Ontario Provincial Power Sector Promotion Fund and the Employers agree to deduct from each employee the sum of three cents (3¢) for each hour earned and shall remit same to the Trust Fund of the United Association Ontario Provincial Power Sector Promotion Fund.

- 19.3 (a) The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the union 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 Plan 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.

NEW

NEW (b) In the event an Employer is more than fifteen (15) days in arrears of the requirement to forward contributions and/or deductions to the Trustees by the fifteenth of the month following, the Employer shall pay as liquidated damages and not as a penalty an amount equal to two (2%) percent (equivalent to 24% per annum) for each month or part thereof that the contributions and/or deductions are in default. The trustees may require a delinquent Employer to pay for the costs, legal or otherwise, of collecting the amount owing, as outlined in the operative benefit plan trust documents.

NEW (c) Effective June 18, 1992, the Contractor will contribute three (\$0.03) per hour earned to the Local Union employee benefits plans of this Collective Agreement to assure the continuation of benefit coverage as provided in Bill 162.

Article 20

REPORTING PAY

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20.1 An employee who reports for work at his regular starting time and for whom no work is available for reasons other than inclement weather shall receive pay for four (4) hours at the applicable rate, unless the employee has been notified the previous day not to report to work.

20.2 An employee who reports for and commences work at the direction of his Employer shall receive four (4) hours' pay, and if more than four (4) hours are worked in any one day, he shall receive eight (8) hours' pay for the first and second shifts or six and one-half (6-1/2) hours' pay for the third shift. An employee will not receive this allowance if he is unable to complete his shift as a result of inclement weather. It is not intended by this Article that an employee receive a reporting pay allowance greater than his pay for normal daily hours.

20.3 When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation, that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked.

20.4 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.

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Article 21

INCLEMENT WEATHER PAY

21.1 An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive two (2) hours' pay at the applicable rate. To qualify, the employee must remain at a protected place designated by the Employer for two (2) hours unless excused by an authorized representative of his Employer.

21.2 An employee who **reports** for and commences work but is unable to continue work due to inclement weather shall receive two (2) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is the greater.

- 21.3 An employee in receipt of inclement weather pay shall also receive travel & board allowance if applicable.

Article 22

CALL-IN PAY

- 22.1 When an employee is called in outside of his normal hours of work, he shall receive a minimum of four (4) hours' pay at the appropriate premium rate plus all travel allowance monies where applicable.
- 22.2 If the employee's normal hours of work commences within this four (4) hour period, the employee will be paid the appropriate premium rate for the actual hours worked and revert to his normal rate at the commencement of his normal hours of work.

Article 23

HOURS OF WORK

- 23.1 The normal weekly hours of work for all employees of Employers covered by this Agreement shall be thirty-eight (38), except as described in sections 23.2(a) and 23.2(b).

The weekly hours shall be worked in five (5) days four (4) eight (8) hour days, Monday to Thursday inclusive, with the remaining six (6) hours to be worked on Friday.

- 23.2 (a) The hours of work on all Lines and Stations Construction locations and Miscellaneous Projects (excluding Lakeview and R.L. Hearn Generating Stations) shall be forty (40) hours per week made up of five (5) days of eight (8) hours each, Monday to Friday inclusive.
- (b) The hours of work for employees working the third shift shall be thirty-two and one-half (32-1/2) made up of five (5) days of six and one-half (6-1/2) hours each.

23.3 PROJECT DAILY HOURS

(a) Day Work

The normal starting time for day work hours shall be 8:00 a.m. By mutual agreement between the Association and the Union, the starting time may be varied by one hour either way. This variance will be established at the prejob conference or while the job is in progress.

(b) Shift Work

- (i) Shift work may be established providing there are at least four consecutive days of shifts to be worked excluding Saturdays, Sundays and Recognized Holidays. For the purposes of the third shift, Saturday will be regarded as a consecutive day.

- (ii) Where shift work is established, the normal shift hours for the first (day) and second shifts shall be the same as the day hours. The third shift normal hours shall be six and one-half (6-1/2) hours to be worked between 1:00 a.m. and 8:00 a.m., with an unpaid one-half (1/2) hour lunch period.
 - (iii) The normal starting time for day shift hours shall be the same as the day work hours described in section 23.3 (a).
 - (iv) On Monday to Thursday inclusive, the second shift hours shall start at 4:30 pm or a variance of one-half hour either way to coincide with the end of the day shift. On Friday, the second shift hours may start at 4:30 p.m. or at the end of the day shift. Employees shall be notified twenty- four (24) hours prior to reassignment to a new shift.
 - (v) The third shift may start at either 1:00 a.m. Monday or 1:00 a.m. Tuesday.
 - (vi) Where the third shift is established as starting at 1:00 a.m. Monday, it shall be worked between 1:00 a.m. and 8:00 a.m. Monday, Tuesday, Wednesday, Thursday and Friday.
 - (vii) Where the third shift is established as starting at 1:00 a.m. Tuesday, the first four shifts shall be worked between 1:00 a.m. and 8:00 a.m. Tuesday, Wednesday, Thursday and Friday. The fifth shift may start at 1:00 a.m. Saturday or at the end of the second shift on Friday.
- (c) It may be necessary from time to time to vary the hours of work established in sections 23.3 (a) and (b). Any amendments to the hours of work will be established by mutual agreement between the Association and the Accredited Union Representative at the ~~pre~~job conference or while the job is in progress.

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

23.5 An unpaid lunch period will be taken no more than four (4) hours after the start of the shift and will be one-half hour in duration. The lunch period may be varied by one hour when it is necessary to have employees complete a weld.

Article 24

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OVERTIME RATES

24.1 Overtime shall be ~~paid at two times the~~ basic hourly rate including benefits for all work performed **outside of normal hours** as defined in the "Hours of Work" Article of the Agreement and for work performed on Saturday, Sunday and the recognized holidays listed in the Agreement, except where a third shift has been established in accordance with Article 23.3 (b). In such case the normal scheduled third shift hours worked on Saturday will be paid at the appropriate shift rate.

24.2 REV When an employee is told to return to work without an eight (8) hour break, all work performed shall be at the premium rate until such time as the employee receives an eight (8) hour break. In situations where the eight (8) hour break does not allow an employee to return to work at the normal starting time, the employee shall report for regular work at the end of the eight (8) hour break. The employee shall be paid at the straight time rate from the beginning of their normal work shift.

The above-noted provisions do not apply to a shift change.

24.3 When overtime work is required as an extension of the normal daily hours, a minimum of one (1) hour's work will be provided.

Article 25

SHIFT DIFFERENTIAL

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25.1 Employees required to work shift work on the second shift of a two or three shift operation shall receive a shift differential of one-seventh (1/7) for normal scheduled shift hours worked.

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Employees required to work shift work on the third shift of a three shift operation shall receive a shift differential of one-fifth (1/5) for normal scheduled shift hours worked.

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Article 26

WORK BREAKS

26.1 For employees working normal hours, a fifteen (15) minute work break will be allotted at the direction of the Employer for employees to rest or to drink coffee, etc., at their immediate work area for each half shift worked.

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

26.3 For employees working overtime, fifteen (15) minute work break will be allotted, at the time directed by the Employer, after each two (2) hours of overtime worked.

Article 27

MEALS

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27.1 When an employee has not been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of the first or second shifts or for more than three and one-half (3-1/2) hours beyond the normal quitting of the third shift, he shall be provided with a meal

and allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay at the time directed by the Employer. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay.

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

To qualify for the above-noted provisions on a Friday for work on the first and second shifts, an employee 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 Sundays or Recognized Holidays for employees who normally work the third shift.

Article 28

GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

28.1 DAILY TRAVEL ALLOWANCE

The daily travel allowance will be paid by the Employers to their employees who are not receiving free room and board, as referred to in section 28.2, on the following basis:

- (a) If an employee lives within 20 radius kilometers* of the project, no travel allowance will be paid.
- REV (b) If an employee lives within 20 to 56 radius kilometers of the Project, he shall receive \$19.25 effective June 18, 1992 (effective May 1, 1993 - \$20.15; May 1, 1994 - \$21.05) 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" turbines halls.

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

- REV (c) If an employee lives within 56 and 97 radius kilometers of the Project, he shall receive \$20.25 effective June 18, 1992 (effective May 1, 1993 - \$21.15; May 1, 1994 - \$22.05) per day travel allowance for each day worked or reported for.
- REV (d) An employee who lives greater than 97 radius kilometers from the Project and who travels to work daily from that location, shall receive \$26.75 effective June 18, 1992 (effective May 1, 1993 - \$27.65; May 1, 1994 - \$28.55) per day travel allowance for each day worked or reported for.
- REV (e) Employees employed at the Pickering and Darlington Generating Stations who have a regular residence greater than 97 radius kilometers shall receive a board allowance of \$27.75 effective June 18, 1992 (effective May 1, 1993 - \$28.65; May 1, 1994 - \$29.55) per day for each day worked or reported for. This board allowance applies to non-commuters.
- (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 or subsistence allowance entitlement.
- (g) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.

28.2 ROOM AND BOARD

The following conditions will apply for employees whose regular residence" is more than 97 radius kilometers from the project [except as set out in Article 28.1 (d) and (e)]:

- (a) An Employer may supply either:
- (i) free 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.

*** The distinction between commuters and non-commuters shall be based on the following wording: A non-commuting employee shall be an employee with a regular residence greater than 97 radius kilometers from the Project who maintains temporary accommodation at or near the Project.**

**** An employee's regular residence" is:**

- 1. The place where he maintains a permanent self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained: and**
- 2. The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee obtains temporary accommodation for that work location.**

- (b) An Employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance subject to 28.1 (c) as follows:

REV (i) When an Employee's regular residence is more than 97 radius kilometers from a project in the Northern Region, the employee shall be paid a subsistence allowance of \$52.00 per day effective June 18, 1992 (effective May 1, 1993 - \$54.00; May 1, 1994 - \$55.00) for each day worked or reported for. The Northern Region is comprised of the geographic area north of the French River.

REV (ii) Subject to 28.1(e) and 28.2(b)(iii) and (c) when an employee's regular residence is more than 97 radius kilometers from a project in the Southern Region, the employee shall be paid a subsistence allowance of \$47.00 per day effective June 18, 1992 (effective May 1, 1993 - \$49.00; May 1, 1994 - \$50.00) for each day worked or reported for. The Southern Region is comprised of all remaining geographic areas, except that described for the Northern Region.

REV (iii) When an employee's regular residence is more than 97 radius kilometers from the Bruce Project, the employee shall be paid a subsistence allowance of \$49.00 per day effective June 18, 1992 (effective May 1, 1993 - \$51.00; May 1, 1994 - \$52.00) for each day worked or reported for.

- (c) When a current employee who was hired prior to June 29, 1984 has a regular residence more than 97 radius kilometers from the Pickering Generating Station, the employee shall be paid a subsistence allowance of \$31.00 for each day worked or reported for. This amount will be reduced by \$1.00 May 1, 1985 and each subsequent anniversary date.

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 unless excused by an authorized representative of the Employer.

28.4 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 \$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 \$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.

Article 29

LINES AND STATIONS CONSTRUCTION
DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

29.1 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 29.3, on the following basis:

- (a) If an employee lives within **20** radius kilometers of the project, no travel allowance will be paid.
- REV** (b) If an employee lives within **20 to 56** radius kilometers of the work location or assembly point, he shall receive **\$18.75** per day travel allowance effective June 18, 1992 (effective May 1, 1993 - **\$19.65**; May 1, 1994 - **\$20.55**) for each day worked or reported for.
- REV** (c) If an employee lives within **56 to 97** radius kilometers of the work location or assembly point, he shall receive **\$19.75** per day travel allowance effective June 18, 1992 (effective May 1, 1993 - **\$20.65**; May 1, 1994 - **\$21.55**) for each day worked or reported for.
- REV** (d) An employee who lives greater than **97** radius kilometers from the work location or assembly point and who travels to work daily from that location, shall receive **\$26.25** per day travel allowance effective June 18, 1992 (effective May 1, 1993 - **\$27.15**; May 1, 1994 - **\$28.05**) for each day worked or reported for.
- (e) 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.
- (f) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.

29.2 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.

29.3 ROOM AND BOARD

The following conditions will apply for employees whose regular residence* is more than 97 radius kilometers from the work location [except as set out in Article 29.1 (d)]:

- (a) An Employer may supply either:
 - (i) free 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.
- (b) An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:
 - (i) The Province will be divided into two regions for the payment of subsistence allowance: a Northern region and a Southern region. The Northern region is comprised of the geographic area established for Local 628 Thunder Bay. The Southern region is comprised of all remaining geographic areas except that described for the Northern region.

REV (a) When an employee's regular residence is more than 97 radius kilometers from the work location in the Northern region, the employee shall be paid a subsistence allowance of \$63.00 per day effective June 18, 1992 (effective May 1, 1993 - \$65.00; May 1, 1994 - \$66.00) for each day worked or reported for.

REV (b) When an employee's regular residence is more than 97 radius kilometers from the work location in the Southern region, the employee shall be paid a subsistence allowance of \$63.00 per day effective June 18, 1992 (effective May 1, 1993 - \$65.00; May 1, 1994 - \$66.00) for each day worked or reported for.

29.4 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in sections 29.1 and 29.3 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 the Employer.

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

- (i) ***for metropolitan areas (Toronto and Hamilton) is the place where an employee 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.***
- (ii) ***for all other areas, shall be deemed to be the city or town hall of the municipality where an employee maintains a permanent self-contained domestic establishment described in *(1) above. In those municipalities where a city or town hall does not exist, then the past office serving his permanent self-contained domestic establishment will apply.***

29.5 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 \$10.00 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 \$10.00 per day unless he is excused from work by an authorized representative of this 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 30

INITIAL TRAVEL AND TRANSPORTATION

30.1 On recruitment of tradesmen who live between 97 and 161 radius kilometers from the project, the Employer shall pay \$25.00 for the initial trip to the project.

30.2 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario but beyond 161 radius kilometers from the project, the Employer shall pay 25¢ per radius kilometer, plus travel time based on one hour's pay for each 80 radius kilometers of travel to a maximum of 8 hours' pay, for the initial trip to the project from where the tradesmen lives or place of recruitment, whichever is closer to the project.

30.3 NON-ONTARIO RESIDENTS

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

30.4 To qualify for the payment in sections 30.1, 30.2 or 30.3, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

30.5 On termination of employment due to a reduction of staff, an employee entitled to payment under sections 30.1, 30.2 or 30.3, shall be entitled to return expenses calculated in the same manner as in sections 30.1, 30.2 or 30.3 above for the return trip from the project to where the tradesmen lives or place of recruitment, whichever is closer to the project. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.

30.6 TRANSFER

When transferring employees, the Employer shall pay the equivalent cost of public transportation for the initial trip to the project from the employee's most recent work location. In addition, the Employer shall pay travelling time at straight-time rates up to a maximum of eight (8) hours' pay based on one (1) hours pay for each 80 radius kilometers of travel. All payment of wages shall be based on the employee's wage rate at the location to which he is being transferred.

Article 31

WELDING TESTS

- 31.1 On hire welders must possess the qualifications and class of welding ticket specified by the Employer. It will be at the Employer's discretion whether a welder, who does not possess the qualifications and class of welding ticket specified will be hired.
- 31.2 A welder who is required to take a welding test by this Employer will remain in the employ of his Employer while taking such test and will continue to receive his appropriate pay and all applicable benefits.
- 31.3 Results of welding tests shall be given to the welder by his Employer.

Article 32

TOOLS AND CLOTHING

32.1 REV In the event of a loss by fire on an Ontario Hydro Project, 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.

In the event of a loss by fire at an Employer operated camp, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$750.00 for the loss of personal clothing will be made.

32.2 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 condition, subject to normal wear and tear. On layoff or termination, employees will be allowed reasonable time as per 15.2(b) to return tools to the tool crib.

- 32.3 Gang tool are tools which are issued to a foreman and are used by one or mo. members of the crew. Such tools are not identified on trade tool lists, nor are they the tools and equipment identified in sections 32.1 and 32.2 of this Article. Such tools shall be the responsibility of the Employer.

Article 33

PROTECTIVE CLOTHING AND EQUIPMENT

- 33.1 Employees are required to wear protective clothing and use protective equipment, as determined by the Employer, for the work being done. When in the opinion of the Employer it is required, wet weather clothing including rubber boots will be supplied by the Employer.

On abnormally dirty or corrosive work such as work on raw ~~sewage~~ piping or plant, pickling plant, entry to pipe or vessels, concrete drilling or ~~oil~~ related jobs such as - threading pipe, rods, etc, oil lines, acid systems and installing embedded parts in forms that are oil coated, in which the employee's clothing may be permanently damaged, the Employer shall supply and maintain the necessary protective clothing including gloves and coveralls.

Supply of the above-noted clothing shall be at no cost to the employee and shall be subject to the provisions of section 33.3.

- 33.2 The Employer shall supply the welder with a welder's safety hat, safety goggles, heat resistant gloves, and welder's leathers. Similar equipment shall be supplied to a fitter assisting a welder during the welding process.
- 33.3 The protective clothing and equipment covered in sections 33.1 and 33.2 that is provided by the Employer will be charged out to the employee and the employee shall be responsible for the return of such clothing and equipment to his Employer.

Article 34

LUNCHROOM AND TOILET FACILITIES

- 34.1 Adequately heated accommodation shall be provided by the Employer on each project when necessary and where such accommodation can be reasonably provided for. Such accommodation shall be weatherproof and shall be kept reasonably clean. A table and sufficient benches or seats for the employees on the **job** shall be provided in the accommodation. ~~Trailerized~~ or portable accommodation shall include tables, benches, light, heat maintained at a minimum sixty-eight (68) degrees ~~fahrenheit~~, proper access and egress, and shall not be used for material storage.
- 34.2 The Employer will provide clean, heated, lighted and ventilated flush toilet facilities where such facilities can be reasonably provided for. The toilet facilities shall contain sufficient numbers of water closets, hand basins and showers to meet the employees' requirements.

Article 35

GRIEVANCE PROCEDURE

35.1 Grievances within the meaning of the grievance and arbitration procedure shall consist only of disputes about and 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 the Association and the Union. In the interest of expediting the procedure, 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 the Manager of Construction or the Manager of Lines and Stations Construction. Such grievance shall be filed within three (3) working days of the alleged grievous act.

Within five (5) working days of the filing of the grievance, the appropriate Manager of Construction shall investigate the grievance and convene a meeting which he or the Accredited Union Representative considers necessary to resolve it. The appropriate Manager of Construction shall give his reply on the prescribed form to the Accredited Union Representative within ~~two~~ (2) 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 appropriate Manager of Construction with the General Manager of the Association and by the Accredited Union Representative with the International Representative of the Union.

If a first step grievance meeting is considered appropriate, the Manager of Construction or the Manager of Lines and Stations Construction shall appoint three people to represent management, one of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall be comprised of at least the Accredited Union Representative.

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 the Association's Grievance Officer. Such grievances shall be referred within five (5) 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 Association's 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 ~~two~~ (2) 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 Association's Grievance Officer plus two other Management representatives, one of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall be comprised of at least the International Representative and the Accredited Representative for the grievor.

A designate appointed by the International Representative of the Union to represent the International Union at the second step of the grievance procedure shall not be an Accredited Union Representative from the Project or Lines and Stations Construction Zone from which the grievance originated.

35.5 ASSOCIATION OR UNION GRIEVANCES

The processing of Association grievances shall begin at the Second Step. The Association 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 imposed. Where no answer is given within the time limits specified in the grievance procedure, the employee concerned, the Union or the Association 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, discharged, suspension or disciplinary action may be grieved beginning at First Step.

35.8 In order to advance harmonious relations between the Association and the Union, it is the intention of the parties to fully exhaust the provisions set forth in this Article for the resolution of disputes concerning the interpretation or application of particular clauses of this Agreement prior to submitting such disputes or alleged violations to a third party for resolution.

35.9 GRIEVANCE FACILITIES

The Association 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 the Association 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 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, or if the nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour for Ontario upon request of 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. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.
- 36.2 The arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board shall not substitute its discretion for that of the parties except where the board 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 may substitute such other penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all circumstances. The arbitration board shall not exercise any responsibility or function of the parties. The arbitration board 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 sections 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

TERM OF AGREEMENT

38.1 This Agreement shall continue in full force and effect from May 1, 1992 until **REV** April 30, 1995, inclusive, and thereafter it shall be considered automatically **renewed for successive** periods of twelve (12) months unless at least sixty (60) days prior to April 30, 1992 or sixty (60) days prior to the end of any twelve (12) month effective period thereafter either party serves written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

Article 39

ASSOCIATION FUND

39.1 Each Employer bound by this Agreement shall contribute to the Electrical Power Systems Construction Association Fund the amount per hour worked by each employee covered by this Agreement as specified on the attached wage schedules.

The Employer shall remit such contribution together with the supporting information as required on the reporting forms.

Article 40

RADIATION WORK

- 40.1 (a) Local Union to be provided with a copy of Ontario Hydro Radiation Protection Regulations and any revisions.
- (b) Local Union to be provided with a copy of Ontario Hydro Radiation Protection Procedures and any revisions.
- (c) Each employee will have access to his personal radiation exposure record.
- (d) Long-term employees who reach their exposure limit will be given alternate employment until they can resume radiation work.
- (e) Short-term employees will be given a guaranteed period of employment at their time of hire.
- REV** (f) Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$6.25 per day effective date of ratification, 1992, \$7.50 per day effective May 1, 1993 and \$8.00 per day effective May 1, 1994. A day for the purpose of this item shall be defined as any period up to twelve (12) hours.

)

Article 41

MANUFACTURERS' EMPLOYEES

41.1 Due to the nature of the Employer's business, the use of manufacturers' employees may be required on occasion to perform work associated with the warranty of manufacturers' equipment.

Prior to these manufacturers' employees coming on site to commence work, the Business Manager of the appropriate local union will be notified by the Employer. This article shall only be implemented with the consent of the executive committee (see Article 2).

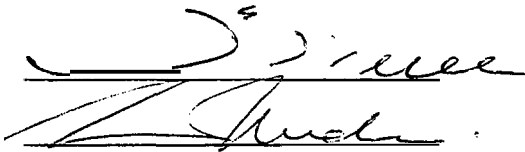
Article 42

LEAVE OF ABSENCE

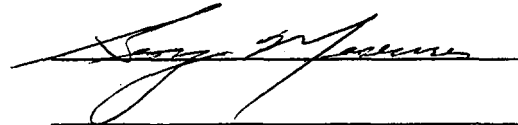
42.1 An unpaid leave of absence of up to three (3) days may be granted upon the death of an immediate family member (spouse, mother, father, brother, sister, or child). This leave of absence shall not be unreasonably withheld.

Dated at Toronto, this *3rd* day of *December*, 1992.

For:
THE ELECTRICAL POWER
SYSTEMS CONSTRUCTION
ASSOCIATION



For:
UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE U.S. AND CANADA



APPENDIX A

SHIFT WORK PROVISIONS SEVEN DAYS PER WEEK COVERAGE

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.

The following shift work provisions may be applied to all retube or rehabilitation work programs, in existing operating plants, of a minimum of eight week duration requiring seven day per week scheduling. This does not apply to new construction work.

It is agreed by the Parties that upon ratification it will be agreed that Appendix A will apply to the retube program scheduled to start at the Bruce Nuclear Power Development and Pickering G.S. All future implementation of the Appendix for other than retube will be jointly determined as described in Section 23.3(c) of the current collective agreement.

The schedule consists of four consecutive shifts (day or night) followed by four scheduled days off.

1. Shift work may be established by the employer to provide seven days per week work coverage, on a one or two shift per day basis, with shift hours being a minimum of ten up to a maximum of eleven per shift. When this occurs, a specific shift arrangement will be established by the Employer detailing the shift schedule to be worked and the Union will be so advised.
2. First Shift
 - (a) Regularly scheduled hours of work up to nine and one half hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates. Regularly scheduled hours of work beyond nine and one half hours per shift Monday to Friday inclusive shall be paid at two times the straight time hourly rate.
 - (b) Regularly scheduled hours of work on Saturday, Sunday 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.
 - (c) Overtime hours worked in excess of nine and one half hours per day and on scheduled days off shall be paid at two times the straight time hourly rate.

3. Second Shift

- (a) The first nine and one half regularly scheduled hours of work 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. Regularly scheduled hours of work beyond nine and one-half hours per shift Monday to Friday inclusive shall be paid at ~~two~~ times the straight time hourly rate.
 - (b) Regularly scheduled hours of work on Saturday, Sunday and Recognized Holidays shall be paid at two times the straight time hourly rate. Recognized Holidays will be observed on the day on which the holiday occurs or as declared by legislation.
 - (c) Overtime hours worked in excess of nine and one half hours per day and on scheduled days off shall be paid at ~~two~~ times the straight time hourly rate.
4. The rate for the shift will be based on the day in which the shift begins.
5. 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.
6. For employees working regularly scheduled hours, ~~two~~ fifteen (15) minute rest periods will be allotted at the time and location directed by the Employer for employees to rest.
7. It may be necessary, from time to time, to vary the established shift arrangement. When this occurs, a revised shift arrangement will be established.
8. The Employer agrees to pay into operative plans as outlined in Article 19 and as per the attached schedule on a per hours earned basis.

APPENDIX B

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 is still absent from work 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 kilometres 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 kilometres, or portion thereof, of travel time to a maximum of 800 kilometres from where the employee lives or place of recruitment, whichever is closer to the project.

STATEMENT OF UNDERSTANDING NO. 1

Letter of Understanding

between

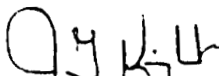
The Electrical Power Systems
Construction Association

and

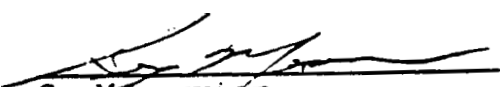
United Association of Journeymen
and Apprentices of the Plumbing
and Pipe Fitting Industry of the
United States and Canada

It is agreed by the parties to this understanding that any issues arising from the definition of "Major" referred to in Article 1 (ii) shall be referred to the Executive Committee for resolution and shall not be subject to the grievance/arbitration process as outlines in Articles 35 & 36 of the collective agreement.

Signed at ~~Montreal~~ this 14th day of Oct, 1992.



J.G. Knight
General Manager



G. Meservier
Director, Canadian
Affairs

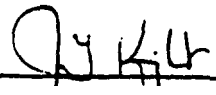
- (b) If an employee lives greater than 161 radius kilometres from the project, the Employer shall pay as an allowance, forty dollars (\$40.00) plus travel time based on the equivalent of one (1) **hours** base rate of pay **for** each eighty (80) radius kilometres, or portion thereof, of travel time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

STATEMENT OF UNDERSTANDING NO. 1

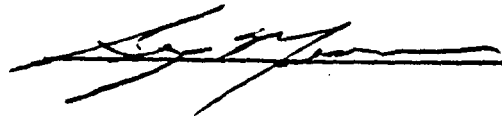
It is recognized and agreed by The Electrical Power Systems Construction Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada that Ontario Hydro directly (not through EPSCA) employs X-Ray Technicians who are covered by a collective agreement to the Canadian Union of Public Employees. This will confirm that it is not the intention of the U.A. to interfere with such Technicians who may be assigned to perform their work on Ontario Hydro projects.

Dated at Toronto, this 14th day of October, 1992.

For: THE ELECTRICAL POWER
SYSTEMS CONSTRUCTION
ASSOCIATION



For: UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE
UNITED STATES AND CANADA



STATEMENT OF UNDERSTANDING NO. 2

It is recognized and agreed by The Electrical Power Systems Construction Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada that the policy of the U.A. in respect to "large diameter rolled plate pipe" is the following:

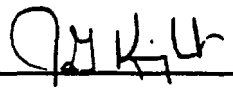
The U.A. shall not refuse to install large diameter rolled plate pipe and fittings described as:

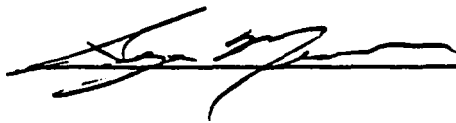
1. Large diameter rolled plate pipe with the cans welded together to form a pipe length of 18 feet to 24 feet, will be installed by the U.A. if joined together by others. Any pipe longer than 24 feet shall be considered as fabrication and shall not be accepted unless the joining is performed by U.A. members.
2. Individual large diameter rolled plate fittings such as elbows, tees, laterals, reducers, increasers and transition pieces shall be installed by the U.A. if supplied by others. Rolled plate fittings connected to roiled plate pipe shall not be acceptable, these are classified as spools for process piping and must be joined together by U.A. members.

Dated at Toronto, this 14th day of October . , 1992.

For: **THE ELECTRICAL POWER
SYSTEMS CONSTRUCTION
ASSOCIATION**

For: **UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE
UNITED STATES AND CANADA**





Letter of Understanding

between

The Electrical Power Systems
Construction Association

and

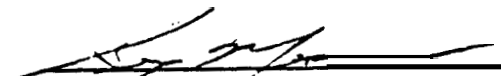
United Association of Journeymen
and Apprentices of the Plumbing
and Pipe Fitting Industry of the
United States and Canada

It is agreed by the parties to this understanding that any issues arising from the definition of "Major" referred to in Article 1 (ii) shall be referred to the Executive Committee for resolution and shall not be subject to the grievance/arbitration process as outlines in Articles 35 & 36 of the collective agreement.

Signed at ~~Montreal~~ this 14th day of Oct, 1992.



J.G. Knight
General Manager



G. Meservier
Director, Canadian
Affairs