

SOURCE	CON		
EFF.	95	05	01
TERM.	98	04	85
No. OF EMPLOYEES	500		
NOMBRE D'EMPLOYÉS	500		

## MASTER PORTION

**The amendments contained in the Statement of Settlement, dated February 27, 1996 have been incorporated into the Master Portion of the Collective Agreement in accordance with Article 37.5 of the Collective Agreement negotiated between the Senior Bargaining Committees of The Electrical Power Systems Construction Association and the Ontario Allied Construction Trades Council.**

# EPSCA/OACTC COLLECTIVE AGREEMENT

## MASTER PORTION

### GENERALNOTE

**This Collective Agreement distinguishes between two broad categories of work; namely, work that is covered by the “*modified provisions*” of this construction agreement and work that is not. “*Modified provisions*” apply to all work on Lines & Stations and most work on existing generating sites. o r e d e t a i l e d explanation:**

**The ‘*Modified Provisions*’ of this Construction Agreements will apply to:**

- (a) all work on Lines and Stations, and**
- (b) all work on existing generating sites except the construction of:**
  - a new facility which provides a new function
  - a new (ie. additional) generating unit

**Article 36 - contains the “*Modified Provisions of this Construction Agreement*”. All terms of this collective agreement shall apply to work covered by Article 36, with the exception of Article 20 - Generation Projects Daily Travel Allowance and Room and Board and Article 29 - Hours of Work. Articles 20 and 29 do not apply when working under the terms and conditions of the *\*modified provisions\**, as they are replaced by Articles 36.5 and 36.6 respectively.**

**When work does not fall within the jurisdiction of Article 36, all terms of this agreement, with the exception of Article 36, apply.**

**A chart to illustrate the above applications follows:**

Lines & Stations - Existing <u>and</u> New Sites	Generating - Existing Sites  <u>Excluding</u> construction of new facility (new function ) &/or new (additional) generating unit(s)	Generating - Existing Sites  <u>Involving</u> construction of new facility (new function ) &/or new (additional) generating unit(s)	Generating - New Sites  (ie. Greenfield Work)
Use Article 21 for L&S Construction Daily Travel Allowance and Room & Board; use Modified Provisions (Article 36) for Hours of Work	Use Modified Provisions (Article 36) for Generation Projects Daily Travel Allowance and Room & Board <u>and</u> Hours of Work	Use Articles 20, and 29 for Generation Projects Daily Travel Allowance & Room and Board <u>and</u> Hours of Work	Use Articles 20 and 29 for Generation Projects Daily Travel Allowance and Room & Board <u>and</u> Hours of Work

**A D D E N D U M**

**to the**

**Collective Agreement**

**by and between**

**THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION**

**and the**

**ONTARIO ALLIED CONSTRUCTION TRADES COUNCIL**

**May 1, 1974 - April 30, 1998**

WHEREAS the Operative Plasterers' and Cement Masons' International Association of the United States and Canada sent a letter to the Ontario Allied Construction Trades Council, dated May 9, 1977, requesting that it be accepted as an affiliate of the Council and thereby become a party to the Collective Agreement in effect between the Ontario Allied Construction Trades Council and The Electrical Power Systems Construction Association; and

WHEREAS the Ontario Allied Construction Trades Council notified The Electrical Power Systems Construction Association by letter, dated June 2, 1977, that the Operative Plasterers' and Cement Masons' International Association of the United States and Canada is a member of said Council;

THEREFORE, the Operative Plasterers' and Cement Masons' International Association of the United States and Canada is represented by the Ontario Allied Construction Trades Council and is a party to the Ontario Allied Construction Trades Council Agreement with The Electrical Power Systems Construction Association, which is attached hereto and which consists of a Master Portion including Statements of Understanding Nos. 1 and 2, a Foreman Appendix, and individual Trade Appendices applicable to the members of the Ontario Allied Construction Trades Council, including the Operative Plasterers' and Cement Masons' International Association of the United States and Canada.

IN WITNESS WHEREOF, the parties through their duly authorized officers have executed this Agreement, this 12<sup>th</sup> day of December, 1977.

For:

THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION

[Signature]  
President

[Signature]  
Director

[Signature]  
Director

[Signature]  
Director

[Signature]  
Director

[Signature]  
General Manager

[Signature]  
Secretary-Treasurer

For:

ONTARIO ALLIED CONSTRUCTION  
TRADES COUNCIL

[Signature]  
President

[Signature]  
Vice-President

[Signature]  
Secretary-Treasurer

For the Member Union

[Signature]  
Operative Plasterers' and  
Cement Masons' International  
Association of the United  
States and Canada

# EPSCA/OACTC COLLECTIVE AGREEMENT

## MASTER PORTION

### INDEX

		<u>Page</u>
Article 1	Recognition	2
Article 2	Members of the Council	4
Article 3	Form of Agreement	4
Article 4	Appendices	5
Article 5	Executive Committees	6
Article 6	Project Committees	6
Article 7	Accredited Union Representatives	8
Article 8	Union Stewards	8
Article 9	Advance Notice	9
Article 10	Work Assignment	10
Article 11	Jurisdictional Disputes	12
Article 12	Union Security	15
Article 13	Employment	16
Article 14	Pay Procedure	18
Article 15	Vacation and Statutory Holiday Pay Trust Funds	20
Article 16	Vacation Pay	21
Article 17	Statutory Holidays	22
Article 18	Call-In Pay	23
Article 19	Reporting Pay	24
Article 20	Generation Projects	
	Daily Travel Allowance and Room and Board	25
Article 21	Lines and Stations Construction	
	Daily Travel Allowance and Room and Board	29
Article 22	Lines and Stations Construction	
	Daily Travel Time	32
Article 23	Standoff	33
Article 24	Rest Period	34
Article 25	Lunchroom Facilities	35
Article 26	Meals on Overtime	35
Article 27	Tools and Clothing	36
Article 28	Apprenticeship and Trades Training	3 7
Article 29	Hours of Work	38
Article 30	Grievance Procedure	41
Article 31	Arbitration	44
Article 32	No Strike - No Lockout	45
Article 33	Association Fund	45
Article 34	Radiation Work	46
Article 35	Aboriginal Content	46
Article 36	Modified Provisions of this Construction Agreement	47
Article 37	Term of Agreement	54
Addendum	( to the Statement of Settlement )	58
Appendix A	Moose River Basin: Northern Ontario	59
	Statement of Understanding No. 1	
	Statement of Understanding No. 2	
	Statement of Understanding No. 3	
	Letter of Understanding (re Statement of Understanding No. 4)	
	Statement of Understanding No. 5	

**COLLECTIVE AGREEMENT**

**by and between**

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

**and the**

**ONTARIO ALLIED CONSTRUCTION TRADES COUNCIL  
(hereinafter called the "Council")**

WHEREAS EPSCA is an Association formed to represent Employers 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 Council is formed to represent the Unions listed in Article 2 in collective bargaining with EPSCA and to enter into collective agreements on their behalf and on behalf of their members in the bargaining unit as hereinafter defined;

AND WHEREAS it is the desire of the parties to conclude an agreement with a new concept designed to bring stability, harmony, and an effective method to amicably resolve problems in the electrical power systems sector of the construction industry, in the Province of Ontario;

NOW THEREFORE the parties hereby agree as follows:

## Article 1

### RECOGNITION

- 1.1 EPSCA recognizes the Council as the exclusive bargaining agency for a bargaining unit comprising employees as defined in Section 1.4 and foremen as defined in Section 1.5 engaged in all construction industry work\* performed in the Province of Ontario on 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.

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

- 1.2 The work described in Section 1.1 shall also include work on property acquired by Ontario Hydro for:
- (a) the supply of aggregate and concrete used in the construction of said facilities; and
  - (b) ancillary material yards which are defined as property acquired by Ontario Hydro for the storage of materials to be used on a project by Employers.

***\* For the purpose of The Electrical Power Systems Construction Association, the work performed is deemed to be under the responsibility of the Engineering and Construction Services Branch. The work encompasses:***

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

- 1.3 The Council recognizes EPSCA as the exclusive bargaining representative for all Employers in respect of work performed by their respective employees in the bargaining unit set forth in Section 1.1.
- 1.4 The term “employee” shall include all employees of the Employers in the classifications set out in the trade appendices provided in Article 4, Sections 4.1 and 4.2, save and except those described hereunder:
- (a) Carpenters and Laborers employed by an Employer signatory to the National Agreement for Canada, Stacks-Chimneys-Silos, when performing work covered by the scope of that agreement; and
  - (b) Operating Engineers employed by an Employer signatory to the Crane and Equipment Rental Agreement with Local Union 793, when performing work covered by the scope of that agreement; and
  - (c) When hiring trucks the Employer will give preference to Employers with contractual relations with the Teamsters Union provided they have suitable equipment and the rates are competitive.

The term “employee” includes foremen in Articles 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27.1(b), 27.1(c) and 29.

- 1.5 The term “foreman” shall include all foremen of the Employers between the ranks of, but not including, working foreman and general foreman, save and except those described hereunder:
- (a) Carpenter foremen and Laborer foremen employed by an Employer signatory to the National Agreement for Canada, Stacks-Chimneys-Silos, when performing work covered by the scope of that agreement; and
  - (b) Operating Engineer foremen employed by an Employer signatory to the crane and Equipment Rental Agreement with Local Union 793, when performing work covered by the scope of that agreement; and
- 1.6 The term “Employers” shall include individual members of EPSCA and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or any person that is bound by the terms and conditions of this Agreement.



- 1.7 EPSCA and the Council agree the use of nomenclature is meant to refer **to both genders.**

## **Article 2**

### MEMBERS OF THE COUNCIL

- 2.1 It is recognized that the Council comprises certain International Unions whose, names are listed hereunder:

International Association of Heat and Frost Insulators and Asbestos Workers

International Brotherhood of Painters and Allied Trades

International Brotherhood of Teamsters

International Union of Operating Engineers

Laborers' International Union of North America

Operative Plasterers' and Cement Masons' International Association of the United States and Canada

United Brotherhood of Carpenters and Joiners of America

- 2.2 Individual Unions of the Council shall be hereinafter called the "Union".

## **Article 3**

### FORM OF AGREEMENT

- 3.1 This Agreement shall consist of a master portion which shall apply to employees and to foremen who work for Employers while such employees and foremen are engaged in work as described in Article 1, Recognition. There shall be one appendix negotiated by and for each member Union of the Council and one appendix for foremen. The appendices shall apply province-wide.

## **Article 4**

### **APPENDICES**

- 4.1 The trade appendix applicable to each member Union of the Council will contain those provisions which are not common to all member Unions of the Council, and those provisions will apply to appropriate members of each International Union as provided in its appendix while they are working under the terms of this Collective Agreement. Such appendices shall be deemed to be part of this Agreement.
- 4.2 Items which can be included in the trade appendices are:
- wages
  - classifications
  - benefits (pension, welfare and supplementary unemployment benefits)
  - hours of work not covered in the master portion of this Agreement
  - overtime rate
  - premiums
  - shift differential rate
  - inclement weather pay
  - apprenticeship and training programs
  - seniority
  - supply of tools
  - key tradesmen
  - protective clothing and equipment
  - welding tests
  - travel and transportation
  - Employer's responsibility
- 4.3 Because a variety of practices exist in the construction industry regarding representation of foremen, an appendix applicable to foremen shall form part of this Agreement. The Foreman Appendix will be negotiated by the executive officers of EPSCA and the Council.
- 4.4 The "classifications" referred to in Subsection 4.2 appearing in the trade appendices do not establish craft jurisdiction. Such jurisdiction is established in accordance with Articles 10 and 11 of this Collective Agreement.

4.5 The parties agree that wages are an item to be negotiated at Trade Appendix bargaining. However, in recognition of this settlement at Master Portion negotiations, the parties agree to amend the wage schedules in all Trade Appendices in the following manner:

Effective upon ratification of Master Portion - - \$0.25/hour  
Effective May 1, 1996 - - \$0.35/hour

The above amendments do not preclude any additional amendments to wages at Trade Appendix bargaining. The Memorandum of Settlement for Trade Appendix bargaining will reflect the total change to wages including the above-mentioned increases.

**Article 5**

**EXECUTIVE COMMITTEES**

5.1 The Council and EPSCA shall each appoint an Executive Committee; The Executive Committee of EPSCA shall consist of the Board of Directors and the officers of EPSCA. The Executive Committee of the Council shall consist of the officers of the Council and the senior representative of each Union. The Committees will meet together at least annually to review matters associated with the administration of this Collective Agreement, with the intent that administrative policies will be formulated for consideration by each Executive Committee. The Executive Committees will also meet together to receive reports of joint committees established under this Agreement.

**Article 6**

**PROJECT COMMITTEES**

6.1 A Project Committee shall be established for each of the Major Projects and the Construction and Services Division.

- 6.2 The Committee will be responsible for conducting EPSCNOACTC concerns for each Major Project or Construction and Services Division and will meet quarterly or as necessary to deal with working and living conditions on the job, excluding matters which may be grieved or negotiated and disputes involving work assignments.
- 6.3 On the part of EPSCA, each Project Committee shall comprise the appropriate Manager of Construction, General Superintendent, EPSCA Representative, and a like number of contractor representatives elected from among and by the contractors on each particular Major Project or Construction and Services Division. In addition, the officers of EPSCA are ex officio members of this Committee. 6/7
- 6.4 On the part of the Council, each Project Committee shall comprise the appropriate accredited Union Representative for each Major Project or Construction and Service Division, as defined in Article 7, and may include the senior union representatives. In addition, the officers of the Council are ex officio members of this Committee.
- 6.5 The chairman of each EPSCA Project Committee shall be the Manager of Construction for the appropriate Major Project or Construction and Services Division, as the case may be.
- 6.6 The chairman of each Council Project Committee shall be appointed by the Council members.
- 6.7 Chairmanship of the meetings will alternate between the EPSCA Project Committee chairman and the Council Project Committee chairman.
- 6.8 Answers to questions raised by either party shall be given in writing within five (5) working days of the meeting by the party answering the questions to the party who raised the questions.
- 6.9 When an urgent answer is needed to a problem not relevant to negotiation, grievance or work assignment, the Project Committee will be called to meet within forty-eight (48) hours, where practicable, to deal with the problem. The Committee's answer will be given in writing to the party raising the question within forty-eight (48) hours of the meeting.

- 6.10 EPSCA and the OACTC will set the time and place of all Project Committee meetings.

## **Article 7**

### **ACCREDITED UNION REPRESENTATIVES**

- 7.1 The senior representative of each 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 representatives from each Union for each Major Project and a suitable number for the Construction and Services Division. The Council will notify the General Manager of 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. Such representatives, after identifying themselves to the EPSCA representative upon entering the job site, will be free to observe the progress and conduct of the work and to conduct normal union business. The Council undertakes that these representatives will not hinder or interfere in any way with the said work.
- 7.2 An Accredited Union Representative may be appointed by the International Representative to be his designate in matters requiring the involvement of the International Representative.

The International Representative will inform EPSCA, in writing, of the name, duration of, appointment and function of such designate.

## **Article 8**

### **UNION STEWARDS**

- 8.1 Accredited Union Representatives shall inform the appropriate EPSCA Representative and the Employer of the steward in writing of the names of all stewards, one of whom shall be designated Chief Steward, as they are appointed and when they cease to act as stewards. A steward, other than a Chief Steward, shall exercise his duties only in respect to employees of

his Employer. A Chief Steward, in order to carry out his duties in respect to employees of other than his Employer, shall first involve the EPSCA Representative. A steward shall obtain permission from his immediate supervisor before leaving his work area for union business. Such permission shall not be unreasonably denied.

Except at Bruce Nuclear Power Development (BNPD):

Only in situations where an accredited Union Representative is unable to attend pre-job and/or mark-up meetings, may the Chief Steward be designated and attend, as part of the Chief Steward's duties, on behalf of the accredited union representative.

- 8.2** The appropriate Union shall receive written notice before the employment of a steward is terminated by his Employer, and provided the steward is able to perform the work required, he will be the last employee to be retained by his Employer in a layoff situation. 26  
A
- 8.3** The chief steward will be informed of all scheduled overtime. Where practical, a steward, in accordance with practices set out in individual trade appendices, shall be given the first opportunity to work the overtime providing he is qualified to perform the work.
- 8.4** No foreman or subforeman shall be permitted to act as a steward.

## **Article 9**

### **ADVANCE NOTICE**

- 9.1** EPSCA will advise the Council of all new Generation Station Projects and  
**REV** Lines and Stations Construction Projects coming under the provisions of this Agreement for the construction field forces of the Employers.

Upon the request of the Council, EPSCA will convene a prejob conference before work commences to discuss preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement for the project. EPSCA will record the minutes of prejob conferences and forward them within fifteen (15) working days to the Council and those affiliates in attendance at the conference.

- 9.2 Subsequent prejob conferences will be convened by EPSCA 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.
- 9.3 EPSCA will provide written notice to the Council as far in advance as possible of new work and prejob conferences as noted in Sections 9.1 and 9.2 above. For work of less than one week's duration and requiring five (5) or less employees, prejob meetings must be arranged with as much advance notice as possible by the office of the General Manager of EPSCA, but without formal notice in writing, unless the prejob meeting has been waived by the parties.

## Article 10

### **WORK ASSIGNMENT**

#### **REV**

- 10.1 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. An Agreement or Decision of Record is one that is published by the Building and Construction Trades Department, AFL-CIO (Agreement and Decisions Rendered Affecting the Building Industry).

Where no Decision or Agreement applies, the Employer agrees to consider evidence of established practices within the industry when making jurisdictional assignments.

- 10.2 (a) 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 Council and union affiliates the work which is planned to be carried out by the Employer in order to minimize the potential for jurisdictional disputes.

***\* For the purposes of this Article, Lines and Stations will be considered a single project site and the Bruce Nuclear Power Development (BNPD) will be considered a single project site.***

- (b) 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. This procedure shall not preclude a Union's right to contest previously disputed work.
- (c) When an Employer has work that is less than a 3 week duration and there are ten (10) or fewer employees covered by EPSCA Collective Agreements employed on this specific work, the Council and union affiliates will be notified of the scope of work and the Employer's proposed work assignments, The Unions 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 Council and Union affiliates of the final work assignments prior to the commencement of the work.
- (d) All work that does not meet the criteria set out in clauses 10.2(b) or 10.2(c) will be reviewed and assigned at a markup meeting.
- (e) EPSCA will provide written notice to the Council as far in advance as possible of markup meetings. The Unions may attend these markup meetings, and every effort will be made to settle questions of jurisdiction before the work is expected to commence.
- (f) The Employer who has the responsibility for the work shall make a proposed assignment of the work involved. The Employer shall be responsible for providing copies of proposed assignments to the Council and union affiliates in attendance at the markup meeting. The Employer will specify a reasonable time limit for the Unions involved to submit evidence of their 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 Unions of the final assignments prior to the work commencing.
- (g) The EPSCA representative will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to the Council and Union affiliates



- (h) 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, however reasonable effort will be made by the Employer to adhere to the appropriate trade jurisdiction.

## **Article 11**

### **JURISDICTIONAL DISPUTES**

#### **NEW**

- 11.1 (a) In the event there is a jurisdictional dispute which 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.

Any Union shall have the right to elect to pursue or respond to any jurisdictional disputes at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. In the event the Union elects to pursue or respond to the jurisdictional disputes at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, clauses 11.1(b), 11.2, 11.3, and 11.4 will apply.

In the event another Union (or other Unions) not signatory to this collective agreement has (have) the option to pursue jurisdictional disputes at the Ontario Labour Relations Board, the Council Affiliates shall have the right to pursue or respond to any jurisdictional disputes at the Ontario Labour Relations Board when these Unions are involved in the jurisdictional dispute.

In the event the Union elects to pursue or respond to the jurisdictional dispute at the Ontario Labour Relations Board, clauses 11.1(b), 11.2, 11.3, and 11.4 will NOT apply.

- (b) In the event that a jurisdictional dispute arises over a work assignment, 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. Any Union which protests that a contractor has failed to assign work in accordance with the procedures specified above, shall remain at work and process the complaint through its international office. 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 Impartial Jurisdictional Disputes Board authorized by the Building Trades Department.
- 11.2 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. 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 agrees to file the dispute at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry at the request of the International Representative of the Union. Those Unions and Employers involved shall advise the Council and EPSCA respectively, in writing, of an intent to submit a jurisdictional dispute to the Impartial Jurisdictional Disputes Board and will identify the work in question. An arbitration decision under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement with no further recourse to the Ontario Labour Relations Board on the issue decided by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.
- 11.3 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.
- 11.4 In the event that an arbitration decision under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry is not rendered within sixty (60) days of the disputed assignment being referred to the Plan, EPSCA and/or the Council Affiliates shall have recourse to the Ontario Labour Relations Board for a decision provided it is processed as a jurisdictional dispute.

- 11.5 When a jurisdictional dispute exists in the electrical power systems sector, upon request by the International Representative of either of the Unions involved, Employers shall furnish the International Representative with a letter from a duly authorized official of the Employer on the Employer's stationery, stating that the Union requesting the letter was employed on specific types of work on a given project. The Union requesting the information will supply the Employer with the name of the other Union involved in the dispute and the Employer will provide that Union's International Representative with a copy of the letter being given to the requesting Union.

When a jurisdictional dispute exists in the electrical power system sector between Unions and upon written request by the International Representative of the Union, the Employer shall supply the International Representative of the Union involved 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.

- 11.6 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 11.4 above, 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 clause 11.6 shall not apply where the Jurisdictional Dispute and the mis-assignment of work involves the same employer and the same work, and on the same job previously the subject of a Jurisdictional Dispute before the Ontario Labour Relations Board or the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.
- 11.7 The board panel appointed by the Ontario Labour Relations Board will govern its decision pursuant to its normal criteria.
- 11.8 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 11.4 above, the decision of the panel of the Ontario Labour Relations Board will be final and binding upon the parties to this agreement with no further recourse to the Plan on the issue decided by the Ontario Labour Relations Board.

## **Article 12**

### **UNION SECURITY**

#### 12.1 UNION MEMBERSHIP

( a ) Employees

As a condition of employment, all employees covered by this Agreement shall either be members of, or will apply for membership in, the appropriate member Union of the Council within seven (7) days of employment. It shall also be a condition of continued employment that employees maintain their union membership in good standing.

(b) Foremen

As a condition of employment, all foremen covered by this Agreement shall either be members of, or will apply for membership in, the appropriate member Union of the Council within seven (7) days of employment. It shall also be a condition of continued employment that foremen maintain their union membership in good standing.

#### 12.2 CHECKOFF

*2/1* The Employers shall deduct union initiation fees and dues from their employees' and foremen's wages. Such fees and dues will be deducted weekly or monthly and transmitted to the designated officials of the Unions, on or before the 15th day of the month following the month in which deductions are made, together with full checkoff lists of employees and foremen subject to checkoff.

The Council and member Unions shall indemnify EPSCA and the Employers for any liability arising from the deduction of initiation fees and dues.

The Union, through its International Office, will notify EPSCA in writing of the appropriate initiation fees and Union dues and of any changes to such fees and dues. 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.

The Employer will check off initiation fees on receipt from the Union of authorization signed by the employee.

12.3 The Union may designate dues from any of the following options:

- a fixed dollar amount per month,
- a fixed percentage of vacationable gross earnings (as defined in Article 16) per month,
- a fixed cents per hour worked or paid,
- a fixed cents per hour worked or paid plus a fixed dollar amount per week or month,
- a fixed dollar amount per month plus a percentage of vacationable gross earnings.

Regardless of the option selected, the Employer will only remit monies to a single location. Any redistribution is the responsibility of the Union. By mutual agreement with the Union, an Employer may elect to continue current administrative practices relative to the deduction of union dues.

## Article 13

### **EMPLOYMENT**

- 13.1 (a) For 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 and the trade concerned.
- (b) The boundaries of the geographic areas will be jointly established at prejob conferences.

- 13.2 An office will be established by EPSCA for each Major Project and the Construction and Services Division. A purpose of this office will be to co-ordinate employment as specified in this Article.
- 13.3 EPSCA and the Council will exchange the names of their representatives in each of the areas described in 13.1(a), who will be responsible for co-operating in the referral and employment of reliable and competent union members.
- 13.4 EPSCA will notify the appropriate Unions of future manpower requirements for all employees coming within the scope of this Agreement.
- 13.5 Where key tradesmen are required, Employers reserve the right to employ and transfer key tradesmen to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation projects and transmission and transformation construction.

REV

The employment of key tradesmen and tradesmen employed through the Employment Request article will be negotiated between EPSCA and the Union for each trade and will be contained in the trade appendices.

- 13.6 The employment of additional tradesmen and apprentices, excluding key tradesmen and tradesmen employed through the Employment Request article, shall be carried out on the following basis and sequence:

REV

- (a) The EPSCA office 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 office. As much as their out-of-work lists will permit, the Unions 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.

The Union will co-operate with the Employer and advise the EPSCA office of the name, address and telephone number of members being referred for work with Lines and Stations Construction as soon as they are known.

- (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, the Employers may employ tradesmen and apprentices who are resident within the geographic area. Such tradesmen and apprentices shall comply with the requirements of Article 12 of this Agreement. EPSCA shall promptly notify the Accredited Union Representative in writing of the names, addresses, date of hire, social insurance numbers, telephone numbers, job location and classification of the persons hired.
- (d) Once the supply of suitable tradesmen and apprentices within the geographic area has been exhausted and additional tradesmen and apprentices are required, EPSCA will contact the International Representative for the trade concerned, or his designee, in order to determine whether suitable union tradesmen and apprentices are available outside of the geographic area. EPSCA 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.

13.7 Notwithstanding the provisions of Articles 13.5 and 13.6, re-employment  
**NEW** as required by the Workers Compensation Board shall not be a violation of this collective agreement nor be subject to the provisions of Articles 30 and 31.

## **Article 14**

### **PAY PROCEDURE**

14.1 NORMAL

- (a) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week. Except as provided for in 14.1(c) employees who are

at work on Thursday and are not paid will be paid on Friday. Such employees will be released one (1) hour, with pay, prior to normal quitting time on Friday to enable them to cash their cheque.

- (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. 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 credited;
  - (vii) the amount of statutory holiday pay for which the employee is being credited; and
  - (viii) the net amount of money being paid to the employee.
- (c) In cases of inclement weather being declared on pay day, employees will receive their pay before leaving the site provided it is available on the site.

#### 14.2 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 from a Generation Project will have his final pay and termination documents mailed to his last known address on file with the Employer by Priority Post within five (5) working days of termination. An employee who is laid off from a Lines and Stations construction site will have his final pay and termination documents mailed to his last known address on file with the Employer within eight (8) working days of termination. This does not preclude an employee being



issued his final pay and termination documents on the job prior to the five or eight-day period. After 48 hours of notifying the Employer, the Employee will be entitled to four (4) hours at straight time for each normal work day for which there is non-compliance thereafter.

- (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 14.2(b) if the Employer's pay facilities are not on site.
- (d) Employers will provide one hour's notice of layoff or one hour's pay in lieu of notice to employees who are to be laid off.

When possible, the Employer shall notify the Local Union three (3) days prior to layoff.

- (e) When an employee is laid off, he will be paid for a reasonable amount of time by the Employer if he is required to travel or wait unduly before he receives his final pay.
- (f) In established cases of long-term sickness, compensable accident or jury duty, an employee will be maintained on the Employer's payroll until his normal date of layoff.

## **Article 15**

### **VACATION AND STATUTORY HOLIDAY PAY TRUST FUNDS**

- 15.1 EPSCA and the Council have entered into appropriate agreements and declarations of trust and have established a vacation pay trust fund and a statutory holiday pay trust fund called, respectively, the Electrical Power Systems Sector Vacation Pay Trust Fund and the Electrical Power Systems Sector Statutory Holiday Pay Trust Fund. These funds are jointly trusteeed for the purpose of funding accrued benefits as described in Articles 16 and 17 of this Agreement.
- 15.2 EPSCA, all Employers, the Council and its members, shall be bound by the terms and conditions of the agreements and declarations of trust entered into to establish these trust funds, and any amendments to these documents.

- 15.3 EPSCA shall, and the Council shall, instruct and cause the trustees appointed by it to carry out the duties and obligations set forth in the agreements and declarations of trust entered into to establish these trust funds, including the obligation to determine that all payments to the funds are made as required under the terms and conditions of such agreements and declarations of trust.

## **Article 16**

### **VACATION PAY**

- 16.1 The vacation pay rate shall be four (4) per cent of vacationable gross earnings\*.
- 16.2 Each Employer will calculate weekly the amount of vacation pay accruing to each employee and deduct the appropriate income tax on the basis of his gross weekly taxable income.
- 16.3 Each Employer shall remit monies accrued on behalf of his employees into the Electrical Power Systems Sector Vacation Pay Trust Fund. The remittance shall be recorded on the approved form detailing the amount credited to each employee. Payments will be made by the 15th of the month for the immediately preceding calendar month. An assessment of 2% per month (24% per annum) shall, at the discretion of the Trustees of the Fund, be charged to all remittances that are received by the Administrator later than the 15th day of the month.
- 16.4 Employees will be paid their vacation pay from the Fund on or before June 15th of each year. 55  
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\* **“Vacationable gross earnings” means pay for regular hours, overtime, premium pay, shift differential, lines and stations daily travel time, retroactive pay adjustments, reporting pay, inclement weather pay, call-in, Saturday and Sunday premiums and trade training, but does not include payment for initial and return travel.**

- 16.5 A three (3) week leave of absence for the purpose of taking an annual vacation will be granted in the calendar year in which the employee completes one year of service\*. In special circumstances, where the work schedule permits, additional time off may be granted an employee. The additional time off will not be unreasonably denied.

## **Article 17**

### **STATUTORY HOLIDAYS**

- 17.1 The Statutory Holiday pay rate shall be six (6) per cent of vacationable gross earnings.
- 17.2 Each Employer shall remit monies accrued on behalf of his employees into the Electrical Power Systems Sector Statutory Holiday Pay Trust Fund. The remittance shall be recorded on the approved form detailing the amount credited to each employee. Payments will be made by the 15th of the month for the immediately preceding calendar month.
- 17.3 An assessment of 2% per month (24% per annum) shall, at the discretion of the Trustees of the Fund, be charged to all remittances that are received by the Administrator later than the 15th day of the month.
- 17.4 Employees will be paid their Statutory Holiday pay from the Fund on or before November 15th of each year.
- 17.5 An employee whose employment is terminated may, at his option:
- (a) be paid his Statutory Holiday pay within sixty (60) days following the end of the payroll period in which he' terminated, or
  - (b) leave his Statutory Holiday pay in the Fund until the next normal Statutory Holiday pay date.

**\* Service will be calculated based on an employee's length of continuous service with his Employer.**

17.6 The Statutory Holidays recognized under this Agreement are:

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

17.7 EPSCA agrees to recognize Heritage Day when proclaimed by legislation.

17.8 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 on either the preceding Friday or the following Monday.

Notwithstanding the above, for shiftworkers on boilers and pumps and firefighters as provided for in the International Union of Operating Engineers' Appendix attached hereto, recognized holidays will be observed on the actual day on which the holiday occurs.

17.9 EPSCA reserves the right to change the day of observance of a statutory holiday when such holiday falls on a Tuesday or Thursday.

## Article 18

### CALL-IN PAY

18.1 When an employee is called in to work outside of his normal hours of work, he shall receive a minimum of four (4) hours' work at the appropriate premium rate plus travel allowance where applicable.

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If the employee's normal hours of work commence within this four (4) hour period, the employee will be paid premium time from the time he commences work 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 19**

### **REPORTING PAY**

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- 19.1 An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of four (4) hours' pay 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 work for any part of the first half of a shift and an additional four (4) hours on the first and second shifts or two and one-half (2-1/2) hours on the third shift 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 Article that an employee receive a reporting pay allowance greater than his pay for normal daily hours.
- 19.2 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.
- 19.3 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 H<sub>2</sub>S 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 20

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

*Article 20 is applicable to work at Existing Generating Sites where work involves construction of a new facility (new function) and/or new (additional) generating unit(s) and at New Generating Sites. (ie Greenfield Work).*

*For work at Existing Generating Sites excluding work involving construction of a new facility (new function) and/or new (additional) generating unit(s) please refer to Article 36 - Modified Provisions of this Construction Agreement. (Article 36.5)*

#### DAILY TRAVEL ALLOWANCE

- 20.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Section 20.2, on the following basis:
- (a) If an employee lives within twenty (20) radius kilometers” of the project, no travel allowance will be paid.
  - (b) If an employee lives within 20 to 40 radius kilometers of the project, he shall receive \$13.55 per day travel allowance for each day worked or reported for.

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

**Bruce G.S. "A", Bruce G.S. "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 G.S. "A" and Bruce G.S. "B" turbine halls.**

- (c) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive \$16.80 per day travel allowance for each day worked or reported for.
- (d) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive \$20.05 per day travel allowance for each day worked or reported for.
- (e) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive \$23.55 per day travel allowance for each day worked or reported for.
- (f) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 20.2 below, he will receive \$27.80 per day travel allowance provided he continues to travel greater than 97 radius kilometers for each day worked or reported for.

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 the radius kilometers and actual kilometers travelled.

## ROOM AND BOARD

20.2 The following conditions will apply for employees whose regular residence\* is more than 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;subject to Section 20.2(b), (c) and (d) below.
- (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 \$51.00 per day for each day worked or reported for subject to Sections 20.2(c) and 20.2(d) below.
- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near a project. Employees who travel daily to locations beyond 97 radius kilometers from the project will be entitled to \$28.55 per day worked or reported for.

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

1. **The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he 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 is forced to obtain temporary accommodation at that work location.**



- (d) An employee employed at the Pickering or Darlington Project who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance of \$30.05 per day for each day worked or reported for.
- 20.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 20.1 and 20.2 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 his Employer.
- 20.4 An employee who maintained a regular residence within the geographic area 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.
- 20.5 The Council 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 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 21

### **LINES AND STATIONS CONSTRUCTION** **DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD**

*Article 21 is applicable to all work on Lines & Stations at both existing and new sites*

#### DAILY TRAVEL ALLOWANCE

21.1 The daily travel allowance will be paid by the Employers to their  
**REV** employees who are not living in camp or receiving a subsistence allowance as referred to in Section 21.3 on the following basis:

- (a) Effective May 1, 1996, if an employee lives within forty (40) radius kilometers of the work location or declared assembly point, no travel allowance will be paid.
- (b) If an employee lives within 40 to 56 radius kilometers of the work location or declared assembly point, he shall receive \$16.55 per for each day worked or reported for.
- (c) If an employee lives within 56 to 80 radius kilometers of the work location or declared assembly point, he shall receive \$20.05 per day for each day worked or reported for.
- (d) If an employee lives within 80 to 97, radius kilometers of the work location or declared assembly point, he shall receive \$23.55 per day for each day worked or reported for.
- (e) If an employee lives greater than 97 radius kilometers from the work location or declared assembly point, and does not qualify for subsistence allowance under Section 20.3 below, he shall receive \$26.80 per day provided he continues to travel greater than 97 radius kilometers daily for each day worked or reported for.

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.

- 21.2** 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.

#### ROOM AND BOARD

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

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

- 1. The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he 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 is forced to obtain temporary accommodation at that work location.**
- 3. For metro areas (Toronto and Hamilton) the calculation of distance shall be from the employee's regular residence.**
- 4. For all other areas, the calculation of distance shall be based on the location of the city or town hall of the municipality where an employee maintains a self-contained domestic establishment described above. In those municipalities where a city or town hall does not exist, then the post office serving his regular residence will apply.**

- (a) An employer may supply either:
  - (i) room and board in camp or a good standard of board and lodging; or
  - (ii) a subsistence allowance;subject to Section 21.3(b) and (c) below.
- (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 \$66.00 per day for each day worked or reported for subject to Section 21.3(c) below.
- (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 97 radius kilometers from the project will be entitled to \$26.80 per day for each day worked or reported for.

21.4 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 21.1 and 21.3 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.

21.5 An employee who maintained a regular residence within the geographic area 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.

21.6 The Council 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 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 22**

### **LINES AND STATIONS CONSTRUCTION** **DAILY TRAVEL TIME**

22.1 All travel time will be outside of normal working hours.

22.2 (a) An employee will be paid his straight-time rate for all time spent travelling from his assembly point to his work location on normal working days.

An employee will be paid premium time for all time spent travelling from his assembly point to his work location on days other than normal working days.

(b) An employee will travel up to a maximum of one hour on his own time when returning from his work location to his assembly point. An employee will be paid his straight-time rate for all time spent travelling in excess of one hour.

- 22.3 All time in excess of one hour spent travelling from the work location to the assembly point on non-working days shall be compensated for at the appropriate premium rates of pay.
- 22.4 The Employer will supply transportation between the assembly points and work locations.

Article 23

STANDOFF

23.1 When unable to proceed with his work, an Employer may elect to either layoff or standoff part or all of his crew. The parties agree standoff is not intended to circumvent the layoff procedure.

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If the Employer elects layoff, it shall be carried out in accordance with the terms of the layoff/seniority provisions of the appropriate Trade Appendix of this Agreement. An employee laid off will be issued a Record of Employment Form indicating "Layoff - shortage of work".

(b) Standoff

If the Employer elects standoff, it reserves the right to standoff its employees without pay up to a maximum of five (5) consecutive working days. Notification of standoff will be made by the employer during normal working hours. No travel allowance will be paid to an employee for the standoff period.

23.2 An employee who qualifies for subsistence allowance and who is placed on standoff will be paid subsistence allowance up to a maximum of five (5) consecutive working days.

- 23.3 If standoff continues beyond five (5) consecutive working days, an employee, at his option, may elect to remain on or be removed from standoff. Subsistence allowance will cease after five (5) consecutive working days on standoff.
- 23.4 Standoff shall only continue beyond fifteen (15) days with the mutual consent of the Employer and the Union in writing.
- 23.5 An employee who elects to remain on standoff beyond five (5) days shall be issued a Record of Employment Form indicating "Standoff - lack of work" dating back to his first day on standoff. The Employer retains recall rights on employees electing to continue on standoff.
- 23.6 If an employee elects layoff beyond the fifth day it shall be carried out in accordance with the terms of the layoff/seniority provisions of the appropriate Trade Appendix of this Agreement. An employee laid off will be issued a Record of Employment Form indicating "Layoff - shortage of work" dating back to his first day on standoff. The Employer does not retain recall rights if the employee elects layoff.

## **Article 24**

### **REST PERIOD**

- 24.1 For employees working normal hours, a fifteen (15) minute rest period will be allotted, at the time and in a reasonable location as directed by the Employer, for each half shift worked. Where a half shift is less than four (4) hours, there shall be no rest period.
- 24.2 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.
- 24.3 For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two hours of overtime worked.

## Article 25

### LUNCHROOM FACILITIES

- 25.1 Adequately heated accommodation separate from changerooms and washrooms 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.

## Article 26

### MEALS ON OVERTIME

- 26.1 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 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 time of the third shift, the Employer will provide a free meal to the employee after approximately two (2) hours of overtime worked (first or second shifts) or three and one-half (3-1/2) hours of overtime worked (third shift) and for each four (4) hours of overtime worked thereafter. The employee will be allowed thirty (30) minutes paid at the straight time rate 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. The Employer will supply a hot meal when possible. When a free meal is not provided, the Employer will pay the employee one-half (1/2) hour at his appropriate rate.

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To qualify for the above-noted 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 Statutory Holidays for employees who normally work the first or second shifts, nor is it 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.

- 26.2 Where an employee has been notified the previous day, no meal will be provided but the employee will be allowed thirty (30) minutes paid at the straight time rate to eat each meal at the time directed by the Employer.

## **Article 27**

### **TOOLS AND CLOTHING**

- 27.1 An employee shall be required to provide himself with the ordinary hand tools of his trade, based on established trade union practices at the time of signing of this Agreement. EPSCA and the Council shall establish an appropriate tool list for each trade. Each Employer will provide, insofar as is practical, separate facilities for storing the tools of each trade, 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 the full estimated value on the merit of each case in determining replacement or payment. This will include only personal tools that a tradesman is required to have to perform his normal duties with his Employer.
  - (b) Each Employer will compensate his employees for ordinary hand tools and clothing lost by theft from locked storage provided by him for his employees. Claims must be submitted in writing and must provide substantiating evidence of forcible entry to locked storage. Payment or replacement for personal clothing lost by theft on the work site shall be limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.
  - (c) In the event of loss by fire at an Employer's camp or on the work site in an Employer designated storage area, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding

\$500.00 for the loss of personal clothing will be made by the Employer. Payment or replacement for personal clothing lost by fire on the work site shall be limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.

- 27.2 An employee who has obtained tools from his Employer shall be allowed sufficient time, in the opinion of Management, to return such tools to his Employer during working hours. An employee receiving tools from his Employer shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, an employee will be allowed reasonable time to return tools to his Employer.
- 27.3 Gang tools as described in the appendices shall be the responsibility of the Employer.
- 27.4 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$8.00 per day. A day for the purposes of this item shall be defined as any period up to twelve (12) hours.

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## **Article 28**

### **APPRENTICESHIP AND TRADES TRAINING**

- 28.1 Apprenticeship and other training programs should be instituted as required to maintain an adequate skilled and competent work force to perform work within the electrical power systems sector by apprenticeship training programs, upgrading programs and retraining programs.
- 28.2 Where a ratio of apprentices to journeymen employed has been established in a trade appendix, this ratio shall be maintained.

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## Article 29

### HOURS OF WORK

**Article 29 is applicable to work at Existing Generating Sites where work involves construction of a new facility (new function) and/or new (additional) generating unit(s) and at New Generating Sites (ie Greenfield Work).**

**For work at Existing and New Lines & Stations Sites and at Existing Generating Sites excluding work involving construction of a new facility (new function) and/or new (additional) generating unit(s) please refer to Article 36 - Modified Provisions of this Construction Agreement.  
(Article 36.6)**

29.1 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 29.2, 29.3, 29.4, 29.5, 29.6 and ~~29.7~~.

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

29.2 The hours of work for such work as driveway and parking lot construction, railroad construction, landscaping, tunnelling, precast concrete erection, fencing or demolition, shall be as established in applicable local agreements for the class and character of work.

An applicable local agreement shall be an agreement between a local of any union signatory to this Agreement and a builders' exchange, contractors' association or contractor applicable in the locality of the project for the class and character of the work.

29.3 The weekly hours of work for structural steel erection shall be forty (40) hours made up of five (5) days of eight (8) hours each, Monday to Friday inclusive.

- 29.4 The weekly hours of work for site preparation and earth dams shall be 45 hours made up of five (5) days of nine (9) hours each, Monday to Friday inclusive.
- 29.5 The weekly hours of work for Watchmen shall be as set forth in the Laborers' International Union of North America Appendix, attached hereto.
- 29.6 The weekly hours of work for Operating Engineers engaged in tunnel work shall be as set forth in the International Union of Operating Engineers' Appendix attached hereto.
- 29.7' The normal weekly 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.

The hours of work at all Lines and Stations Construction locations and Miscellaneous Projects (excluding Lakeview and R.L. Hearn Generating Stations), except those set forth in Sections 29.2 and 29.4, shall be 40 hours per week made up of five (5) days of eight (8) hours each, Monday to Friday inclusive. The normal daily hours are to be worked between 7:30 am and 5:00 pm.

A Miscellaneous Project is any work undertaken by Ontario Hydro's Generation Projects Division which will require less than one year to complete and comprise a total project work force of not more than one hundred men at one time.

29.8 PROJECT DAILY HOURS

(a) Day Work Only

The normal starting time for day work hours shall be 8:00 a.m. By mutual agreement between EPSCA and the Council, the starting time may be varied by one-half 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 will be deemed to be established providing there are at least four consecutive days of shifts to be worked excluding Saturdays, Sundays and Statutory Holidays.
- (ii) The normal starting time for day shift hours shall be the same as the day work hours described in Section 29.8(a).
- (iii) 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' work, to be worked between 1:00 a.m. and 8:00 a.m., with an unpaid one-half (1/2) hour lunch period.
- (iv) On Monday to Thursday inclusive, the second shift hours shall start at 4:30 p.m. 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.
- (v) The third shift to start at 1:00 a.m. Monday.
- (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.

(c) Hours of Work - Special Circumstances

It may be necessary from time to time to vary the hours of work established in Sections 29.8(a) and (b). Any amendments to the hours of work will be established by mutual agreement between EPSCA and the Council at the prejob conference or while the job is in progress.

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

29.10 LUNCH PERIODS FOR MAJOR PROJECTS, AND  
CONSTRUCTION AND SERVICES DIVISION

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A lunch period will be given no earlier than four (4) hours and no more than five (5) hours after the start of the shift and will be one-half (1/2) hour in duration.

A lunch period will be given no earlier than three and one-half (3-1/2) hours and no more than five (5) hours after the start of the third shift and will be one-half (1/2) hour in duration.

- 29.11 When an employee is required 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. This provision does not apply when a change in an employee's normal shift (as defined in this Article) occurs or to call-in situations.

**Article 30**

**GRIEVANCE PROCEDURE**

- 30.1 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 appropriate Union. In the interests of expediting the procedure, the parties shall process grievances in the following manner:

The grievance procedure and arbitration procedure in Article 30 do not apply to jurisdictional disputes.

## 30.2 PRELIMINARY DISCUSSION

Disputes arising out of the interpretation or alleged violation of this Agreement should, if possible, be settled by discussion between the employee and/or his steward and the employee's supervisor. If the employee affected is a foreman, the preliminary discussion will be between the Accredited Union Representative and the foreman's supervisor.

## 30.3 FIRST STEP

If a dispute cannot be resolved by this method, the Accredited Union Representative for the trade concerned may file a formal grievance on the prescribed form with the Manager of Construction or the Field Construction Manager within fifteen (15) working days of the alleged grievous act.

Within ten (10) working days of the filing of the grievance, the Manager of Construction or Field Construction Manager shall investigate the grievance and convene a First Step meeting which he or the Accredited Union Representative considers necessary to resolve it.

The Management Committee shall be comprised of the Manager of Construction or the Field Construction Manager or their designate plus at least one representative of the Employer named in the grievance. The Union Committee shall include at least two persons, one of whom shall be the Accredited Union Representative for the grievor.

The Manager of Construction or Field Construction Manager 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 Manager of Construction or the Field Construction Manager with the General Manager of EPSCA. The Accredited Union Representative for the grievor will file a copy with the Council.

The EPSCA Representative will send a copy of any signed first step grievance settlement between the Accredited Union Representative and EPSCA to the OACTC and EPSCA office.

#### 30.4 SECOND STEP

Within ten (10) working days after the disposition has been issued under the First Step of this procedure, the Accredited Union Representative may refer the grievance on the prescribed form to EPSCA's Grievance Officer. 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.

The Management Committee shall comprise the EPSCA Grievance Officer plus two other Management Representatives, one of whom shall be a representative of the Employer named in the grievance. The Union Committee shall be comprised of at least the International Representative or his designate for the grievor. If the International Representative elects to appoint a designate, he shall inform EPSCA in writing of the name of the designate and the duration of appointment.

#### 30.5 EPSCA OR COUNCIL GRIEVANCES

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

#### 30.6 TIME LIMITS

The time limits as to both documents and procedures 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, the Council 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.



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

30.8 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

**Article 31**

**ARBITRATION**

31.1 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 30, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA or the Council 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 the request of either party. The arbitration board, when selected or appointed, will 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.

31.2 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.

31.3 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.

31.4 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 32**

**NO STRIKE - NO LOCKOUT**

32.1 There shall be no strikes or lockouts so long as this Agreement continues to operate.

**Article 33**

**ASSOCIATION FUND'**

33.1 Each Employer bound by this agreement shall contribute to the Electrical Power Systems Construction Association Fund, the amount specified on the wage schedules attached hereto for each hour worked by each employee covered by this agreement.

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9

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9

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

EPSCA shall indemnify the Council and member Unions for any liability arising from an Employer's failure to remit such contributions.

#### **Article 34**

##### **RADIATION WORK**

- 52/0
- 34.1
- (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.

#### **Article 35**

##### **ABORIGINAL CONTENT COMMITMENT**

13/1  
NEW

Where an aboriginal commitment has been established on a project, the Union will co-operate in meeting the content commitments.

For a project, or jobs within a project, that are less than \$100,000 field labour, and have aboriginal content commitments, the terms of the collective agreement will not apply to those aboriginal content commitments.

## Article 36

**NEW**

### **MODIFIED PROVISIONS OF THIS CONSTRUCTION AGREEMENT**

36.1 These provisions will apply to:

- (a) all work on Lines and Stations, and
- (b) all work on existing generating sites except the construction of:
  - a new facility which provides a new function
  - a new (ie. additional) generating unit

36.2 Definitions:

*Facility*                      Something that is built composed of multi-systems which serves a specific function

- *Function*                      Examples - Generation, Administration, Warehousing, Heavy Water Production, Flue Gas Desulphurization, Tritium Removal, Site Services (eg. Shops)

36.3 Dispute Resolution Process

A dispute as to whether the 'Modified Provisions of this Construction Agreement' apply to the construction of a new facility will be referred to the Executive Committee for resolution and the Executive Committee will meet within 5 (five) working days. If the Executive Committee is unable to resolve the dispute, the dispute will be referred to a single arbitrator within 10 (ten) working days for a final and binding resolution. The arbitrator shall give an oral decision within 5 (five) working days, and a written decision, if requested, within 20 (twenty) working days.

36.4 All terms of this collective agreement shall apply to work covered by this article, with the exception of Article 20 - Generation Projects Daily Travel Allowance and Room and Board and Article 29 - Hours of Work.

36.5

**GENERATION PROJECTS DAILY TRAVEL ALLOWANCE  
AND ROOM AND BOARD**

DAILY TRAVEL ALLOWANCE

36.5.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Article 36.52, on the following basis:

- (a) Effective May 1, 1996, if an employee lives within forty (40) radius kilometers” of the project, no travel allowance will be paid.
- (b) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive \$16.80 per day travel allowance for each day worked or reported for.
- (c) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive \$20.05 per day travel allowance for each day worked or reported for.
- (d) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive \$23.55 per day travel allowance for each day worked or reported for.
- (e) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 19.2 below, he will receive \$27.80 per day travel allowance provided he continues to travel greater than 97 radius kilometers for each day worked or reported for.

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

**Bruce G.S. “A”, Bruce G.S. "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 G.S. “A” and Bruce G.S. "B" turbine halls.**

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 the radius kilometers and actual kilometers travelled.

## ROOM AND BOARD

**36.5.2** The following conditions will apply for employees whose regular residence\* is more than 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;

subject to Section 36.5.2(b), (c) and (d) below.

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

- 1. The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he 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 is forced to obtain temporary accommodation at that work location.**

- (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 \$51.00 per day for each day worked or reported for subject to Sections 36.5.2(c) and 36.5.2(d) below.
- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near a project. Employees who travel daily to locations beyond 97 radius kilometers from the project will be entitled to \$28.55 per day worked or reported for.
- (d) An employee employed at the Pickering or Darlington Project who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance of \$30.05 per day for each day worked or reported for.

36.5.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 36.5.1 and 36.5.2 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 his Employer.

36.5.4 An employee who maintained a regular residence within the geographic area 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.

36.5.5 The Council 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 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.

**36.6**

**HOURS OF WORK**

The effective date of this article is to be determined by the Employer. The Employer agrees to notify the Council prior to implementing this Hours of Work Article.

**36.6.1 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 except as described in Sections 36.7.2, 36.7.3, 36.7.4, 36.7.5 and 36.7.6.

The weekly hours of work for all employees may be arrived at by having the employees work four (4) consecutive ten-hour shifts, either Monday-Thursday or Tuesday-Friday but not concurrently on the same project, or by having the employees work five (5) consecutive eight-hour shifts. On ratification of this agreement, each project site will notify the Local Union of the weekly hours of work that the site has elected to work (4 days x 10 hours per day or 5 days x 8 hours per day). Weekly hours of work will be established for a minimum period of thirty (30) days. If a project site intends to change the weekly hours of work, a minimum of fifteen (15) days written notice shall be sent to the Local Union.



The start time for the day shift shall be 8:00 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 one-half hour either way to coincide with the end of the day shift.

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.

### 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 at the straight time plus the appropriate shift differential as set out in the trade appendices.

Those employees working on the night shift shall work seven (7) hours per shift plus the appropriate shift differential as set out in the trade appendices.

- 36.6.2 The hours of work for such work as driveway and parking lot construction, railroad construction, landscaping, tunnelling, precast concrete erection, fencing or demolition, shall be as established in applicable local agreements for the class and character of work.

An applicable local agreement shall be an agreement between a local of any union signatory to this Agreement and a builders' exchange, contractors' association or contractor applicable in the locality of the project for the class and character of the work.

- 36.6.3 The weekly hours of work for structural steel erection shall be forty (40) hours made up of five (5) days of eight (8) hours each, Monday to Friday 'inclusive.

36.6.4 The weekly hours of work for site preparation and earth dams shall be 45 hours made up of five (5) days of nine (9) hours each, Monday to Friday inclusive.

36.6.5 The weekly hours of work for Watchmen shall be as set forth in the Laborers' International Union of North America Appendix, attached hereto.

36.6.6 The weekly hours of work for Operating Engineers engaged in tunnel work shall be as set forth in the International Union of Operating Engineers' Appendix attached hereto.

36.6.7 Shift Change

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 balance of the four (4) consecutive shifts that would have been worked had the employee not been reassigned.

36.6.8 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 Council.

36.6.9 LUNCH PERIODS FOR MAJOR PROJECTS, AND  
CONSTRUCTION AND SERVICES DIVISION

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A lunch period will be given no earlier than four (4) hours and no more than five (5) hours after the start of the shift and will be one-half (1/2) hour in duration.

A lunch period will be given no earlier than three and one-half (3-1/2) hours and no more than five (5) hours after the start of the third shift and will be one-half (1/2) hour in duration.

36.6.10 When an employee is required 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. This provision does not apply when a change in an employee's normal shift (as defined in this Article) occurs or to call-in situations.

## **Article 37**

### **TERM OF AGREEMENT**

**37.1**    Subject to the contract reopener provision of this Article, this Agreement  
**REV**    shall continue in full force and effect for a term of twenty-six (26) years, from the first day of May, 1974 to the thirtieth day of April, 2000, inclusive, and thereafter it shall be considered automatically renewed for successive periods of two (2) years unless, at least sixty (60) days prior to the end of any two (2) year period, either party serves written notice upon the other that it desires termination, revision or modification of any provision or provisions of this Agreement.

The provisions of the contract reopener will not apply for the term beginning May 1, 1995 until April 30, 1998.

#### **37.2**    IN-TERM MEETINGS

This Agreement may be re-opened at the request of EPSCA or the Union to discuss appendix items only commencing the second year of operation of the Agreement.

The parties will meet for negotiations when written notice of the amendment or amendments requested has been submitted at least thirty (30) days prior to an eligible date for a negotiating meeting. Proposed amendments received less than thirty (30) days before an eligible date for a negotiating meeting will be dealt with at the next eligible date for a negotiating meeting.

**37.3**    Proposed amendments to the master portion of this Agreement shall be negotiated by the Senior Bargaining Committees which, are the executive officers of EPSCA and the Council respectively.

**37.4**    Proposed amendments to the Appendices to this Agreement shall be considered by the Trade Bargaining Committees named by the Board of Directors of EPSCA and the Officers of the Council. Amendments agreed upon through Trade Appendix negotiations are subject to approval by the EPSCA Board of Directors and the Officers of the Council.

37.5 The proposed amendment or amendments agreed upon in writing at the bargaining sessions provided above will be incorporated as a revision on the date agreed to by the EPSCA Board of Directors and the Officers of the Council.

37.6 CONTRACT REOPENER

If the parties fail to reach settlement through the process of negotiation described above, the proposed amendment or amendments may be submitted by either party to the other sixty (60) days prior to the second or each succeeding anniversary date of the Agreement. When such a request is submitted by either party, the agreement will automatically become open at such anniversary date for negotiation of the submitted amendment or amendments. If agreement cannot be reached, the parties may refer the matter to conciliation and the provisions of The Labour Relations Act shall apply as it would on the final anniversary date. All provisions of this Agreement will continue to operate until:

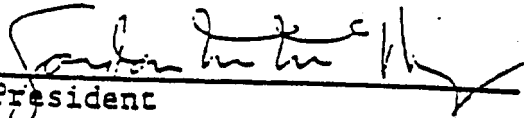
- (a) agreement is reached on the disputed provision or provisions, or
- (b) until conciliation procedures have been concluded and either party may, under The Labour Relations Act of Ontario, resort to the sanctions provided under the Act. If settlement is not reached by the time the conciliation procedures have been concluded, this Agreement will be conclusively deemed to have been terminated.


37.7 Any changes to this Agreement or any renewal or successor Collective Agreement will be confined to the specific amendments in respect of which submissions were made under Article 37.6.

IN WITNESS WHEREOF the **parties** through their duly authorized officers have executed **this** Agreement, this 28th day of August, 1974.

For:

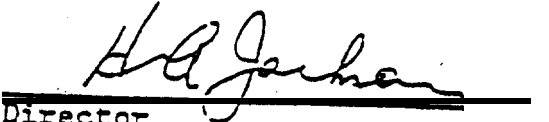
THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION

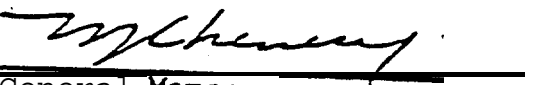
  
President

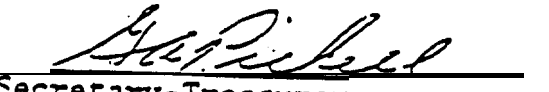
  
Director

  
Director

  
Director

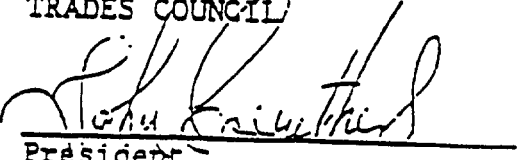
  
Director

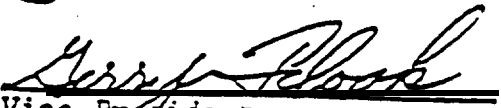
  
General Manager

  
Secretary-Treasurer

For:

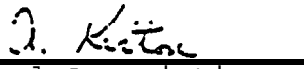
ONTARIO ALLIED CONSTRUCTION  
TRADES COUNCIL


  
President

  
Vice-President

  
Secretary-Treasurer

For the Member Unions

  
International Association of  
Heat and Frost Insulators and  
Asbestos Workers

  
International Brotherhood of  
Boilermakers, Iron Shio  
Builders, Blacksmiths, Forgers  
and Helpers

*W. H. O.*

International Brotherhood of  
Painters and Allied Trades

*W. W. Tillen*

International Brotherhood of  
Teamsters, Chauffeurs,  
Warehousemen and Helpers of  
America.-

*Paul E. Hill*

International Union of  
Operating Engineers

*Gerry Flook*

Labourers International Union  
of North America

*John G. Bennett*

United Brotherhood of  
Carpenters and Joiners of  
America

**ADDENDUM  
to the  
STATEMENT OF SETTLEMENT**

**between**

**THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION**

**and**


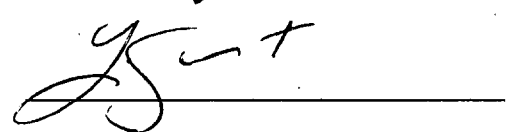
**THE ONTARIO ALLIED CONSTRUCTION TRADES COUNCIL**

All of the amendments in the Statement of Settlement dated February 27, 1996 are approved for incorporation into the Collective Agreement effective May 1, 1995.

DATED at Toronto, Ontario, this *17th* day of *February*, 1997.

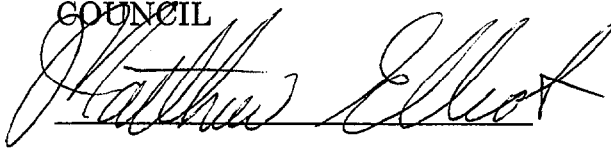
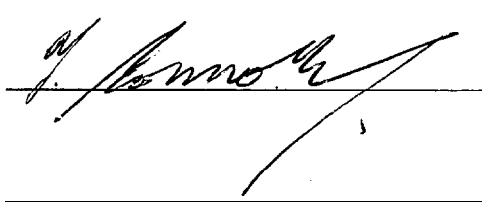
For:

THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION

  
\_\_\_\_\_  
  
\_\_\_\_\_

For:

THE ONTARIO ALLIED  
CONSTRUCTION TRADES  
COUNCIL

  
\_\_\_\_\_  
  
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## **APPENDIX A**

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

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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 & 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 articles 20.1 and 20.2.
- (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

- (1) The hours of work will consist of a 21 day cycle of fourteen (14) consecutive work days followed by seven (7) consecutive days off.
- (2) Regularly scheduled hours of work of ten (10) hours per day shall be paid at straight time hourly rates.



- (3) 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) hour's base rate of pay for each eighty (80) kilometres from where the employee lives or place of recruitment, whichever is closer to the project.

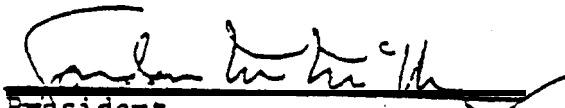
STATEMENT OF UNDERSTANDING NO. L

Notwithstanding Article 1, Recognition, of the Collective Agreement between The Electrical Power Systems Construction Association and the Ontario Allied Construction Trades Council, it is recognized and agreed by The Electrical Power Systems Construction Association and the Ontario Allied Construction Trades Council that employees of Ontario Hydro who, at April 30, 1953, possessed full regular status and who are engaged on property acquired for Ontario Hydro, are exempt from the provisions of this Agreement and that the Council or member Unions of the Council will not attempt to either negotiate for these employees, unless bargaining rights are obtained, or restrict their movements or work on such property.

Dated at Rexdale, Ontario, this 28th day of August, 1974.


For :


THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION


  
President

  
Director

  
Director

  
Director

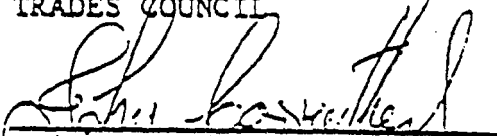
  
Director

  
General Manager

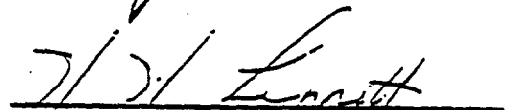
  
Secretary-Treasurer

For:

ONTARIO ALLIED CONSTRUCTION  
TRADES COUNCIL


  
President

  
Vice-President

  
Secretary-Treasurer

For the **Member Unions**

  
International Association of  
Heat and Frost Insulators and  
Asbestos Workers

  
International Brotherhood of  
Boilermakers, Iron Ship  
Builders, Blacksmiths, Forgers  
and Helpers

STATEMENT OF UNDERSTANDING No. 1

W. J. O'Connell

International Brotherhood of  
Painters and Allied Trades

W. W. Tillen

International Brotherhood of  
Teamsters, Chauffeurs,  
Warehousemen and Helpers of  
America

Paul L. Hill

International Union of  
Operating Engineers

Harry F. Cook

Labourers International Union  
of North America

John L. Smith

United Brotherhood of  
Carpenters and Joiners of  
America

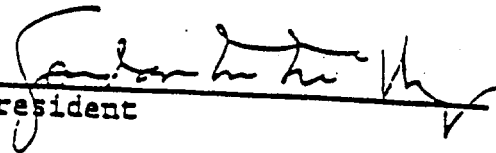
STATEMENT OF UNDERSTANDING NO. 2

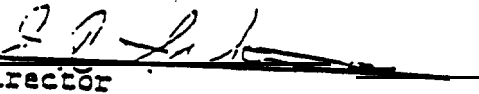
It is recognized and agreed by The Electrical Power Systems Construction Association and the Ontario Allied Construction Trades Council that foremen covered by the Collective Agreement between The Electrical Power Systems Construction Association and the Ontario Allied Construction Trades Council who are employed by Ontario Hydro and who possess regular status will not be required to comply with subsection (b) section .1 of Article 12, Union Security of the Master Portion of the Collective Agreement. However, if any of these foremen join a member Union of the Council, they will be put on checkoff and will be required to maintain their membership in the Union.

Dated at Rexdale, Ontario, this 28th day of August, 1974.

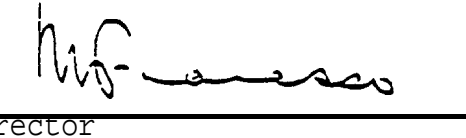
For :

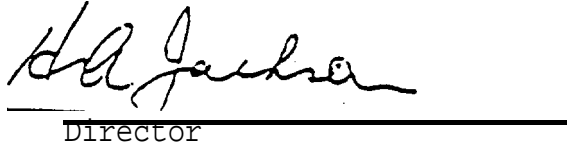
THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION

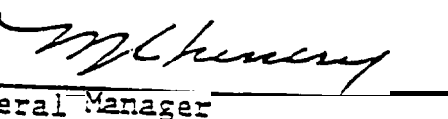
  
President

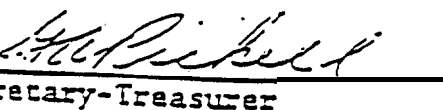
  
Director

  
Director

  
Director

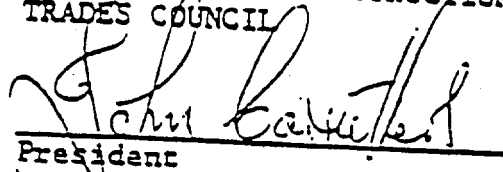
  
Director

  
General Manager

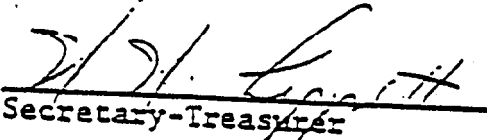
  
Secretary-Treasurer

For:

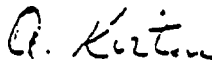
ONTARIO ALLIED CONSTRUCTION  
TRADES COUNCIL

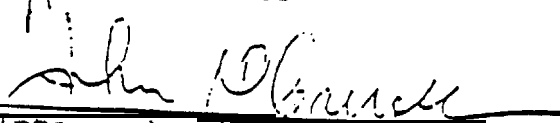
  
President

  
Vice-President

  
Secretary-Treasurer

For the Member Unions

  
International Association of  
Heat and Frost Insulators and  
Asbestos Workers

  
International Brotherhood of  
Boilermakers, Iron Ship  
Builders, Blacksmiths, Forgers  
and Helpers

STATEMENT OF UNDERSTANDING NO. 2

*W. J. Di*

International Brotherhood of  
Painters and Allied Trades of

*W. W. Tillman*

International Brotherhood of  
Teamsters, Chauffeurs,  
Warehousemen and Helpers of  
America

*Paul L. Griffin*

International Union of  
Operating Engineers

*George F. Black*

Labourers' International Union  
of North America

*John Barrett*

United Brotherhood of  
Carpenters and Joiners of  
America

STATEMENT OF UNDERSTANDING NO. 3

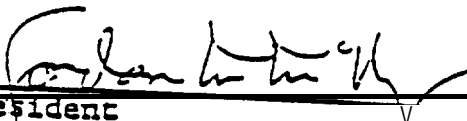
It is agreed that the Holiday Pay and Statutory  
Holiday Pay Trust Documents will be set up to provide for:

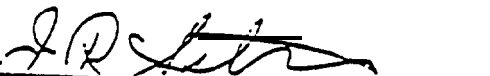
1. Joint trusteeship
2. Professional administration
3. Earnings of the Funds to be used to meet legal requirements, with the balance of earnings distributed to the employees minus an amount necessary to fund the Ontario Allied Construction Trades Council


&ted at Rexdale, Ontario, this 28th day of August, 1974.


For:

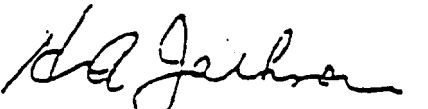
THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION

  
President

  
Director

  
Director

  
Director

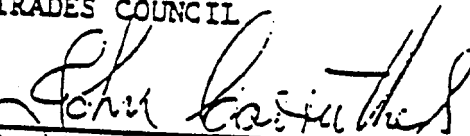
  
Director

  
General Manager

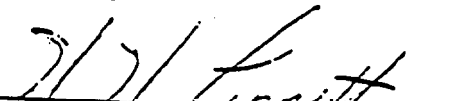
  
Secretary-Treasurer

For:

ONTARIO ALLIED CONSTRUCTION  
TRADES COUNCIL

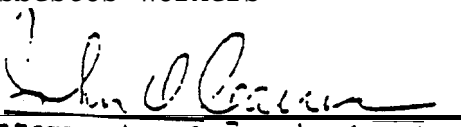
  
President

  
Vice-President

  
Secretary-Treasurer

For the Member Unions

  
International Association of  
Heat and Frost Insulators and  
Asbestos Workers

  
International Brotherhood of  
Boilermakers, Iron Ship  
Builders, Blacksmiths, Forgers  
and Helpers

STATEMENT OF UNDERSTANDING NO. 3

W. W. T. L.

International Brotherhood of  
Painters and Allied Trades

W. W. T. L.

International Brotherhood of  
Teamsters, Chauffeurs,  
Warehousemen and Helpers of  
America

J. P. O'Neil

International Union of  
Operating Engineers

Gerrit F. Cook

Labourers International Union  
of North America

John Caruthers

United Brotherhood of  
Carpenters and Joiners of  
America

LETTER OF UNDERSTANDING

between

THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION

and the

ONTARIO ALLIED CONSTRUCTION  
TRADES COUNCIL

It is agreed that STATEMENT OF UNDERSTANDING NO. 4 which is dated August 28, 1974 and appended to the Master Portion of the EPSCA/OACTC Collective Agreement, is hereby withdrawn and cancelled effective May 31, 1984.

Dated at Toronto, Ontario, this 14<sup>th</sup> day of May, 1984.

For: THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION

For: ONTARIO ALLIED CONSTRUCTION  
TRADES COUNCIL

J. J. Kilk  
MS [signature]

A. W. Mc [signature]  
John [signature]



STATEMENT OF UNDERSTANDING NO. 5

Nothing contained in any other Collective Agreement negotiated by EPSCA will prejudice any of the affiliates of the OACTC so far as the trade jurisdiction is concerned.

## **FOREMAN APPENDIX**

The amendments contained in the Statement of Settlement, effective February 27, 1996, have been incorporated into the Foreman Appendix in accordance with the "Term of Agreement" article contained in the master portion of this Agreement.

**FOREMAN APPENDIX**

**to the**

**COLLECTIVE AGREEMENT**

**by and between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**(hereinafter called "EPSCA")**

**and the**

**ONTARIO ALLIED CONSTRUCTION TRADES COUNCIL  
(hereinafter called the "Council")**

As provided in the "Appendices" article of the master portion of the Collective Agreement, EPSCA and the Council have agreed to the following conditions to apply to foremen.

**Article 1**

- 1.1 It is understood that foremen hold a key position in the relationship between the Employers and the Unions. Both parties agree that every effort should be made to recruit and retain foremen 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 a union, the Employers, the Council and the Unions will make every effort to minimize problems that may arise which concern the relationship between the foremen, the Employers and the Unions.

## **Article 2**

2.1 **REV** Foremen are the first level of management supervision and as such are management representatives. In this capacity, they will exercise duties and responsibilities as established by their Employers and will not work with the tools of the trade, except as provided for in the individual trade appendices' articles.

The parties recognize the responsibility of foremen to discharge their managerial duties. If a union feels that a foreman is not discharging his managerial duties in a manner that is fair, equitable and without bias, or if an Employer feels that a union is interfering with a foreman in the performance of his managerial duties, the Employer or the union may refer the problem to the Project Committee for resolution. If the matter cannot be resolved by the Project Committee, the grievance procedure may be invoked by either party.

## **Article 3**

### **EMPLOYERS' RIGHT TO SELECT**

3.1 The selection and retention of foremen will be the responsibility of the Employers. When making appointments to the foreman level, the Employers will give consideration to those journeymen they presently employ. The appointment of foremen in charge of composite or mixed crews will take into account the nature of the work to be done.

## **Article 4**

### **UNION AFFILIATION**

4.1 In accordance with the "Union Security" article of the master portion, and in accordance with Article 3, Employers' Right to Select, contained in this Appendix, the appropriate union affiliation for foremen shall be determined as follows:

- (a) Foremen appointed by internal promotion shall retain the union membership held prior to appointment.

- (b) Foremen recruited externally shall:
  - (i) if a union member, continue that union membership; or
  - (ii) if not a union member, join the appropriate union in keeping with the nature of the work to be done.

## **Article 5**

### WAGES

5.1  
REV

- (a) The rates of pay for foremen covered by this Appendix shall be the greater of:
  - (i) \$2.75 per hour above the journeyman rate; or
  - (ii) the Employer's current practice; or
  - (iii) the rate negotiated in appropriate local agreements; except as noted in (b) hereunder:
- (b) The rates of pay for foremen engaged in the supervision of work covered by the "exceptions" contained in the Operating Engineer, Teamster and Laborer Appendices shall be the greater of:
  - (i) the Employer's current practice; or
  - (ii) the locally negotiated rate for work of the same class and character.

## **Article 6**

### WEEKLY HOURS OF WORK

- 6.1 When the normal weekly hours of work are amended by the "exceptions" recognized under this Agreement, the weekly hours of work for foremen shall be the same as for the tradesmen represented by the unions with which the foreman is affiliated.

**Article 7**

**SHIFT DIFFERENTIAL RATE**

- 7.1 Foremen required to work shift work other than the regular day shift shall receive the same shift differential rate as the tradesmen represented by the union with which the foreman is affiliated.

**Article 8**

**OVERTIME RATES**

- 8.1 Overtime rates for work performed outside normal hours as defined in the "Hours of Work" article contained in the master portion of this Agreement and outside hours of work amended by the "exceptions" recognized under this Agreement, shall be the same as for tradesmen represented by the union with which the foreman is affiliated.

**Article 9**

**BENEFITS**

- 9.1 The Employer agrees to pay into operative welfare, pension, and supplementary unemployment benefit plans on behalf of foremen covered by this Appendix. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradesmen represented by the unions with which the foremen are affiliated.

**Article 10**

**MOBILITY**

- 10.1 To maintain efficiency and productivity, an Employer shall have the right to move foremen from construction site to construction site as determined at the pre-job conference.

## **Article 11**

### **APPRENTICESHIP AND TRAINING PROGRAMS**

- 11.1 The Employer agrees to pay into operative apprenticeship and training funds on behalf of foremen covered by this Appendix, Payments will be made on the same basis and in the same amounts as are paid on behalf of tradesmen represented by the unions with which the foremen are affiliated.

## **Article 12**

### **TOOLS AND CLOTHING**

- 12.1 On a charge-out basis, the Employer shall supply foremen with protective clothing appropriate for the conditions under which the work is being done.
- 12.2 Foremen shall be accountable, but not liable, for gang tools used by their crew.