

SOURCE	ABCDC.		
EFF.	95	05	01
TERM.	98	04	30
No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	93		

**PRINCIPAL AGREEMENT**

for

**Generation Projects Construction**

in the

**Electrical Power Systems Sector**

made and entered into

between

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

and

**THE IBEW ELECTRICAL POWER SYSTEMS  
CONSTRUCTION COUNCIL OF ONTARIO**  
representing the following affiliated Local Unions  
**105, 115, 120, 303, 353, 402, 530, 586,  
773, 804, 894, 1687, 1739, 1788**  
(hereinafter called the "Union")

**May 1, 1995 - April 30, 1998**

02692(05)



**EPSCA / IBEW EPSCCO GENERATION PROJECTS COLLECTIVE AGREEMENT**

**GENERAL NOTE**

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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 most work on existing generating sites. Following is a more detailed explanation:

The “*Modified Provisions*” of this Construction Agreement will apply to:

all work on existing generating sites except the construction of:

- a new facility which provides a new function
- a new (ie. additional) generating unit

**Appendix A** contains the “*Modified Provisions of this Construction Agreement*”. All terms of this collective agreement shall apply to work covered by Appendix A, with the exception of Section 8 - Hours of Work and Section 11 - Travel and Room and Board Allowance. The above Sections 8 and 11 do not apply when working under the terms and conditions of the “*modified provisions*”, as these Sections are replaced by Articles 1 and 2 of Appendix A.

When work does not fall within the scope of Appendix A, all terms of this agreement, with the exception of Appendix A, apply.

A chart to illustrate the above applications follows:

<b>Generating - Existing Sites</b> <b>Excluding</b> construction of new facility (new function ) &/or new (additional) generating unit(s)	<b>Generating - Existing Sites</b> <b>Involving</b> construction of new facility (new function ) & /or new (additional) generating unit(s)	<b>Generating - New Sites</b> <b>(ie. Greenfield Work)</b>
<b>Use Appendix A - Modified Provisions</b> for Hours of Work, and Travel & Room & Board Allowance.	<b>Use all the provisions of the collective agreement, except Appendix A.</b>	<b>Use all the provisions of the collective agreement, except Appendix A.</b>



# EPSCA/IBEW EPSCCO GENERATION PROJECTS COLLECTIVE AGREEMENT

## INDEX

	<b>Title</b>	<b>Page</b>
Section 1	Preamble	1
Section 2	Scope of Agreement	1
Section 3	Duration of Agreement	6 *
Section 4	Work Assignment	6
Section 5	Union Rights and Representatives	9
Section 6	Employee Designation	11
Section 7	Employment Practices/Hiring	12
Section 8	Hours of Work	14
Section 9	Wages and Pay Procedure	19
Section 10	Union and Benefit Funds	21
Section 11	Travel and Room and Board Allowance	22
Section 12	Tools and Clothing	27
Section 13	Grievances and Arbitrations	29
Section 14	Committees	33
Section 15	Lunchroom Facilities	36
Section 16	Association Fund	36
Section 17	Radiation Work	36
Section 18	Aboriginal Content Commitment	37
	Tool List	38
Appendix A	Modified Provisions of this Construction Agreement	39
	Letter of Understanding No. 1	51
	Letter of Understanding dated May 26, 1996	52
	Letter dated June 23, 1992 from V. Medri to J. Sprckett re Definition of Major in the Recognition Clause	53
	Letter dated June 23, 1992 from V. Medri to J. Sprckett re Room & Board Allowance Understanding North of the French River	54

## **LOCAL UNION 1788 APPENDIX**

### INDEX

	<b>Title</b>	<b>Page</b>
Section 1	Union Security	i
Section 2	Seniority	ii
Section 3	Welfare and Pension	iii
Section 4	Transfer of Employees	iv
Section 5	Maternity Leave	v
Section 6	Switchyard Work	v
	Letter of Understanding - No. A1	vi



## SECTION 1

### PREAMBLE

100  
Witnesseth

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

WHEREAS the Union, as defined in the covering page of this Collective Agreement, has in its membership competent, skilled and qualified journeymen and apprentices to perform work coming within the trade and craft jurisdiction; and

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

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

## SECTION 2

### SCOPE OF AGREEMENT

200  
Recognition  
REV

- A. EPSCA recognizes the Union as the exclusive bargaining agency for a bargaining unit as defined in Item B engaged in
- (i) all construction industry work performed for or by Ontario Hydro undertaken by Design and Construction/ENCON Services Branch on generating facilities,
  - (ii) all Major\* construction industry work which is tendered/contracted for all other Divisions of Ontario Hydro and,

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

- (iii) work performed by the Design and Construction/ENCON Services Branch for any Operations Branch of Ontario Hydro where it has been determined by that Operations Branch that there does not exist internally the expertise or the current staff to perform the work.

This work shall be performed in the Province of Ontario on Ontario Hydro property for generating facilities. This work includes the building of generating stations, hydraulic works, including Miscellaneous Hydraulic Projects, heavy water facilities, microwave and repeater stations but excludes the building of commercial-type office facilities at urban locations remote from operating facilities and any work performed by Ontario Hydro on a Miscellaneous Hydraulic Project with its own employees. The work encompasses:

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

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

Electrician Journeyman including Foreman and Subforeman  
Electrician Welder  
Electrician Apprentice  
Communications Electrician

If additional classifications are required, they will be negotiated as appropriate for work in the electrical power systems sector.

- C. The Union **recognizes EPSCA** as the sole and exclusive collective bargaining agency for all of the Employers covered by this Agreement, and in all matters pertaining to the administration of this Collective Agreement.
- D. The term “employee” shall include all employees of the Employers in the classifications as set out in Item B above.



- E. A subforeman is an individual who exercises supervisory responsibility and may use the tools of the trade.
- F. The term “Employers” shall include individual members of EPSCA and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or any person that agrees to be bound by the terms and conditions of this Agreement.
- G. Notwithstanding the provisions contained in this Subsection, this Agreement does not alter existing agreements and practices operative between individual Employers and the Union with respect to General Foremen.
- H. The classifications referred to in Item B do not establish craft jurisdiction. Such jurisdiction is established in accordance with Section 4 of this Collective Agreement.
- I. EPSCA and the Union agree that the use of nomenclature is meant to refer to both genders.

201  
Form of  
Agreement

- A. This Agreement shall consist of a master portion of general application to the construction field forces represented by the Union together with the following Appendices and/or wage schedules of particular application to employees represented by the Union at Projects or in areas as noted in Subsection 202 below, and shall also be deemed to include any additional Appendix and/or wage schedule added, as the said Appendices and/or wage schedules may be revised by EPSCA and the Union from time to time.

202  
Geographic  
Jurisdiction

A.	<u>Local</u>	<u>Geographic Jurisdiction</u>	<u>Project</u>
	Hamilton (105)	<b>Brant, Norfolk, and Wentworth Counties, the Townships of Seneca, Rainham, North Cayuga, South Cayuga, Oneida and Walpole in Haldimand County and that portion of Halton County west of the Eighth Concession Line and south of Highway 401.</b>	<b>Nanticoke</b>

<u>Local</u>	<u>Geographic Jurisdiction</u>	<u>Project</u>
Quinte-St. Lawrence (Kingston) (115)	Counties of Prince Edward, Hastings, Lennox and Addington, Frontenac, Leeds, Grenville, Dundas, Stormont and Glengarry .	
London (120)	Counties of Oxford, Huron, Middlesex and Elgin.	
Niagara Peninsula (St. Catharines) (303)	Counties of Lincoln and Welland, the Townships of Canborough, Moulton, Dunn, Sherbrooke in the County of Haldimand.	
Thunder Bay (402)	Districts of Thunder Bay, Rainy River and that portion of the District of Kenora bounded on the West by the Manitoba border and on East by the 87° Meridian, in the Province of Ontario.	Thunder Bay Atikokan
Toronto (353)	The Counties of York and Peel and that portion of Halton County east of the Eighth Concession Line and that portion of Ontario County west of the Rouge River.	Lakeview R.L. Hearn
Sarnia (530)	Lambton County.	
Ottawa (586)	Counties of Carleton, Lanark, Renfrew, Prescott and Russell in the Province of Ontario and the Counties of Hull, Papineau, Gatineau, and Pontiac in the Province of Quebec.	
Windsor (773)	Essex and Kent Counties.	J.C. Keith

<u>Local</u>	<u>Geographic Jurisdiction</u>	<u>Project</u>
Central Ontario (Kitchener) (804)	Counties of Bruce, Grey, <b>Dufferin</b> , Perth, Waterloo Wellington and <b>Halton</b> north of the 401 Highway.	Bruce
Oshawa-Port Hope (894)	Counties of Ontario, Durham, Victoria, Northumberland, Peterborough and <b>Haliburton</b> , excepting all work performed in that portion of Ontario County on the westerly side of the Rouge River.	Pickering Darlington Wesleyville
Sudbury (1687)	Districts of , <b>Cochrane</b> , <b>Nipissing</b> , <b>Sudbury</b> , <b>Timiskaming</b> , <b>Manitoulin</b> Island and the District of Parry Sound save and except the townships of <b>Humphrey</b> , <b>Conger</b> , <b>Christie</b> , <b>Foley</b> , <b>Cowper</b> , <b>McKellar</b> , <b>McDougall</b> and <b>Hagerman</b> , that portion of the District of <b>Kenora</b> bounded on the West by the 87° Meridian and on the East by the Quebec border.	
Georgian Bay (1739)	The Towns of <b>Barrie</b> and <b>Orillia</b> , all of <b>Simcoe</b> and <b>Muskoka</b> Counties, and the Townships of <b>Humphrey</b> , <b>Conger</b> , <b>Christie</b> , <b>Foley</b> , <b>Cowper</b> , <b>McKellar</b> , <b>McDougall</b> and <b>Hagerman</b> in the County of Parry Sound.	
(1788)	Province of Ontario.	All employees of Ontario <b>Hydro</b> for whom the Union holds bargaining rights.



### SECTION 3

### DURATION OF AGREEMENT

300  
Duration  
REV

- A. ~~-This Agreement shall become effective. May 1, 1995 and will expire on April 30, 1998.~~

301  
Notice

- A. Either party to this Agreement may give notice in writing to the other party not more than 90 days prior to the **expiry** date and not less than 30 days prior to the **expiry** date of this Agreement and negotiations must begin within 15 days of the giving of notice. If there is no notice given of change or termination of this Agreement, as mentioned in this Section, this Agreement shall remain in effect from term to term thereafter.

302  
Amendments

- A. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union, the same as this Agreement.

### SECTION 4

### WORK ASSIGNMENT

400  
Advance  
Notice

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

**EPSCA** will convene a **prejob** conference before work commences to discuss the preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement for the Project.

- B. 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.
- C. Upon the request of the Union a **prejob** conference will be convened by **EPSCA**.
- D. **EPSCA** will provide written notice to the Union as far in advance as possible of new work and **prejob** conferences as noted in Item A and Item B above.

401  
Work  
Assignment  
**REV**

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

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

The parties **recognize** that circumstances may arise, particularly with discovery and emergency work, where the process set out above may not be practical or possible. However, reasonable effort will be made by the Employer to adhere to the jurisdiction of the **IBEW**.

When a jurisdictional dispute exists between unions and upon request by the **IBEW**, the Employer shall furnish the **IBEW** International Office a signed letter from a duly **authorized** official of the company on employer stationery, stating whether or not the Union was employed on specific types of work on a given project. The Employer agrees to consider evidence of established practices within the construction industry generally when making jurisdictional assignments.

- B. A markup process will be **utilized** when an Employer intends to perform work on a project site\*. The purpose of the markup process is to indicate to the Union the work which is planned to be carried out by the Employer in order to **minimize** the potential for jurisdictional disputes.

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

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 the Union's right to contest previously disputed work.

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

All work that does not meet the criteria set out in paragraphs 2 and 3 above, will be reviewed and assigned at a markup meeting.

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

402  
Jurisdictional  
Disputes  
NEW

- A. The jurisdiction of the Union shall be that jurisdiction established by agreements between International Unions claiming the work or decisions of record **recognized** by the AFL-CIO for the various classifications and the character of work performed.
- B. In the event that a jurisdictional dispute arises over a work assignment, the Employer will make an assignment for the work to be done. If any Union or Unions disagree with such a work assignment, 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, or any successor thereto.

- C. In the event that a jurisdictional dispute cannot be settled on a local basis by the Unions involved, it shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for resolution. The International Representative of the Union will advise EPSCA in writing of his intent to submit a jurisdictional dispute to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry and will identify in detail the work in question. The decision of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement.
- D. 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.

**SECTION 5**

**UNION RIGHTS AND REPRESENTATIVES**

500  
Accredited  
Union  
Representatives

- A. The Union will designate local Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement on the basis of not more than two representatives from the Union for each Project. The Union 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. Upon entering the job site, such representatives after identifying themselves to the EPSCA Representative and the **authorized** representative of the Employer, will be free to observe the progress and conduct of the work and to conduct normal union business associated with the administration of this Collective Agreement. The Union undertakes that these representatives will not unduly interfere in any way with said work.

501  
Union  
Stewards

- A. The Accredited Union Representative reserves the right to appoint or remove a steward or stewards on any job where workmen are employed under the terms of this Agreement.
- B. The EPSCA Representative and the Employer shall be notified in writing when a steward is appointed and when such stewards cease to act as stewards.
- C. The steward will be responsible for his regularly assigned work on behalf of his Employer.
- D. Such stewards shall be allowed sufficient time to see that the provisions of this Agreement are observed.
- E. No steward shall be discriminated against by the Employer because of the performance of his duties as a steward.
- F. Provided he is qualified to perform the work, the steward shall have the opportunity to work on all overtime. The steward shall be notified in advance of all overtime.
- G. Where appropriate and where more than one steward is required, one steward shall be appointed Chief Steward.
- H. The Chief Steward shall not have his employment terminated without the consent of the Accredited Union Representative until as near as possible to the completion of the job, unless with just cause. Where an Employer has only one steward appointed for a job, such steward will receive the same consideration given a Chief Steward as noted above.
- I. The Employer shall receive the approval of the Accredited Union Representative prior to transferring a steward to another Project.

502  
Health &  
Safety  
Representatives

- A. As the parties **recognize** the responsibilities of the Health and Safety Representative/Joint Health & Safety Committee member, this individual will be among the last five (5) employees kept on a project, providing s/he is capable of performing the remaining work.



- B. If management feels that the Health and Safety representative/Joint Health & Safety Committee member is not discharging his/her health and safety duties in a manner that follows the intent and spirit of the legislation , the Employer may refer the issue to the Executive Committee for resolution. If the matter cannot be resolved by the Executive Committee, the grievance procedure may be invoked.

## SECTION 6

### EMPLOYEE DESIGNATION

600

Foremen and  
Subforemen

- A. It is understood that foremen and subforemen hold responsible positions in the relationship between the Employers and the Union, Both parties agree that every effort should be made to recruit and retain foremen and subforemen who have a high degree of efficiency in the performance of their jobs and in the handling of their men. **Recognizing** the responsibilities involved in being a supervisor and a member of the Union, the Employers and the Union will make every effort to **minimize** problems that may arise which concern the relationship between the foremen and subforemen, the Employers and the Union.
- B. The parties **recognize** the responsibilities of foremen and subforemen to discharge their managerial duties. If the Union feels that the foreman or subforeman is not discharging his managerial duties in a manner that is fair and equitable, or if an Employer feels that the Union is interfering with the foreman or subforeman in the performance of his managerial duties, the Employer or the Union may refer the problem to the Executive Committee referred to in Section 14 - Committees, Subsection 1400 - Executive Committee, for resolution. If the matter cannot be resolved by the Executive Committee, the grievance procedure may be invoked by either **party**.
- C. The selection and retention of foremen and subforemen will be the responsibility of the Employers. When making appointments to the foreman and subforeman level, the Employers will give consideration to those journeymen they presently employ, however this consideration does not create an obligation to make an appointment from these employees.

REV

- D. Such foremen and subforemen shall be members of the **IBEW and** shall register at the local union office and shall be issued with clearance cards.
  - E. In the interest of efficiency and productivity, the Employer shall have the right to move foremen and subforemen from construction site to construction site.
  - F. The foremen's differential shall be the greater of two dollars and twenty-five cents (**\$2.25**) or the established percentage above the journeyman rate differential as set out in the existing wage schedules. The subforeman's differential shall be the greater of **\$1.20** or the established percentage differential above the journeyman rate as set out in the existing wage schedules. The rates of pay for **all** foremen and subforemen covered by this Agreement will be set forth in the, current wage schedules. **EPSCA** will provide the Union with current wage schedules.
  - G. For conditions applying to General Foremen, refer to Subsection 200, Item **G**.
- NEW**
- H. Where the crew size is five (**5**) or less, including the foreman, the foreman may be required to work with the tools of the trade.

**SECTION 7**

**EMPLOYMENT PRACTICES/HIRING**

**700**  
Employment  
Practices

- A. For purposes of this Section, a geographic area will be established for each Project in accordance with the geographic jurisdiction established in Section 2, Subsection 202, of this Agreement.
- B. An office will be established by **EPSCA** for each Project. A purpose of this office will be to coordinate employment as specified in this Section.
- C. **EPSCA** and the Union will exchange the names of their representatives in each of the areas described in Item A **who** will be responsible for co-operating in the referral and employment of reliable and competent Union members.

701  
Hiring

- D. EPSCA will notify the Union of future manpower requirements for all employees coming within the scope of this Agreement.
- E. The Union recognizes that where key tradesmen are required, the number will be jointly determined at a prejob conference provided for in Section 4, Subsection 400, of this Agreement.
- A. The employment and layoff of tradesmen and apprentices, excluding key tradesmen, shall be carried out on the following basis and sequence:
  - (i) The Employer agrees to hire and employ only members of the International Brotherhood of Electrical Workers on all electrical work. The EPSCA office will request the appropriate Local Union office for certified tradesmen and apprentices required and no one will be employed unless they are in possession of a clearance card from the Local Union office.
  - (ii) If the Local Union is unable to furnish certified Local Union or travel card members to the Employer within three (3) working days of the time the Local Union office receives the request for tradesmen (excepting Saturdays, Sundays and Holidays), the Employer shall be afforded the right to employ certified tradesmen (travel card members or permit holders) as are available. The Local Union will issue clearance cards to tradesmen hired in these circumstances. All employees shall register with the EPSCA office prior to commencing work. Travel card members may be replaced by Local Union members and permit holders may be replaced by Local Union members or travel card members who maintain a regular residence in the geographic area of the project after three (3) working days' notice to the Employer, but in no case until a tradesman has worked a minimum of one week.
- B. In all cases of layoff, except as noted in the Local Union 1788 Appendix, the Employer shall layoff its employees in the following sequence:

- (i) permit holders;
- (ii) travel card members from Local Unions outside Ontario;
- (iii) travel card members from Local Unions within Ontario;
- (iv) (a) where Ontario Hydro is the Employer: travel card members from the Local Union in the geographic area of the job; or  
 (b) where Ontario Hydro is not the Employer: travel card members from Local Union 1788;
- (v) Applicable Local Union members.

**REV**

- C. When possible, the Employer shall notify the Local Union Office three (3) days prior to layoff but no later than by the day of the layoff. Failure of the Employer to notify the Union office by the day of layoff will entitle the Employee to an additional one (1) hour's pay.

**NEW**

- D. Notwithstanding 701 A, 701 B and 701 C, re-employment as required by the Workplace Safety and Insurance Board shall not be a violation of this collective agreement nor be subject to the provisions of Section 7.

**SECTION 8      HOURS OF WORK**

**Section 8 is applicable to work which is *not* covered by  
*Appendix A - Modified Provisions of this Construction Agreement.*  
 Please refer to the *GENERAL NOTE* preceding  
 the Index Page of this Agreement**

800  
Hours of  
Work

- A. The normal weekly hours of work for all employees of Employers covered by this Agreement shall be thirty-eight (38) except as described in subsection 800B below.

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.

- B. The normal 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 on Miscellaneous Projects (excluding Lakeview and R.L. Hearn Generating Stations) shall be forty (40) hours per week made up of five (5) days of eight (8) hours each, Monday to Friday inclusive.

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

801  
Daily  
Hours

- A. The normal starting time for day work hours shall be 8:00 a.m. By mutual agreement between EPSCA and the Union, the starting time may be varied by one-half (1/2) hour either way. This variance will be established at the prejob conference or while the job is in progress.

802  
Rest  
Periods

- A. For employees working normal hours, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked. Where a half shift is less than four (4) hours, there shall be no rest period excluding the third shift.
- B. 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.
- C. 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.

803  
Reporting  
Pay

- A. An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of three (3) hours' pay plus his appropriate daily travel or board allowance at the applicable rate when he reports for work but is unable to commence or continue to work because of circumstances beyond his control. An employee will not receive this allowance if he is unable to complete his shift as a result of inclement weather.
- B. Notwithstanding Subsection 803, Item A above, when an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked.

804  
Inclement  
Weather Pay

- A. An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive three (3) hours' pay at the applicable rate. To qualify, the employee must remain at a protected place or area as designated by the Employer for three (3) hours unless excused by an authorized representative of his Employer.
- B. An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive three (3) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is the greater.
- C. An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.

805  
Recognized  
Holidays

- A. The holidays **recognized** under this Agreement are:

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

- B. EPSCA agrees to recognize Heritage Day when proclaimed by legislation.
- C. **Recognized** holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday or Sunday, it shall be observed either on the preceding Friday or following Monday.
- D. EPSCA reserves the right to change the day of observation of a **recognized** holiday when such holiday falls on a Tuesday or Thursday.

806  
Overtime  
Rates

- A. Overtime shall be paid at two times the straight time rate for all work performed outside of normal hours as defined in Section 8 and for work performed on Saturday, Sunday and the **recognized** holidays listed in Subsection 805, Item A above.
- B. When an employee has not been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of his shift and after approximately two (2) hours has been worked, he shall be provided with a lunch and allowed thirty (30) minutes to consume same and be paid at the 'base hourly rate of pay. After each additional four (4) hours is worked, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and a lunch when work is required beyond that four (4) hour period. Where an employee has been notified the previous day, no lunch will be provided, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay.

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

To qualify for the above-noted provisions, on a Friday, 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 and **Recognized Holidays**.

**807  
Call-In  
Pay**

- A. When an employee is called in to work outside of his normal hours of work, he shall receive a minimum of two (2) hours' work at the appropriate premium rate plus travel allowance where applicable.
- B. If the employee's normal hours of work commences within this two (2) hour period, the employee will be paid premium time for the actual hours worked and revert to his normal rate at the commencement of his normal hours of work.

**808  
Shift Work**

- A.
  - (i) Shift work may be established providing there are at least four (4) consecutive days of shifts to be worked excluding Saturdays, Sundays and **Recognized Holidays**.
  - (ii) Where shift work is established, the normal shift hours shall be the same as the day hours. The third shift hours shall be worked between 1:00 a.m. and 8:00 a.m. Monday through Friday with an unpaid one-half (1/2) hour lunch period.
  - (iii) The normal starting time for day shift hours shall be the same as the day work hours described in Subsection 801.
  - (iv) On Monday to Thursday inclusive, the second shift hours shall start at 4:30 p.m. or a variance of one-half (1/2) 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.
- B.
  - (i) Employees required to work shift work on the second shift of a two or three-shift operation shall receive a shift differential of time and one-seventh (1/7) for normal scheduled shift hours worked. Employees required to work shift work on the third shift shall receive a shift differential of time and one-fifth (1/5) for normal scheduled shift hours worked.



- (ii) No employee shall be required to work more than one shift in any twenty-four (24) hour period unless the overtime rate is paid.
- (iii) The shift rate will be based on the day in which the shift begins.

809  
Special  
Circumstances

- A. The normal days of work and normal hours of work established in the Subsections 800, 801 and 808 may be varied. Any amendments to the hours of work or working days will be established by mutual agreement between the Local Union, the Employer and EPSCA.

SECTION 9

WAGES AND PAY PROCEDURE

900  
Wages

- A. The rates of pay for employees in the classifications listed in Subsection 200, Item B, of this Agreement and working on Generation Station Projects shall be as set forth in the wage schedules attached hereto.

901  
Pay  
Procedure

- A. Normal
  - (i) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week.
  - (ii) Wages shall be paid by the employers 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:
    - (a) the period of time or the work for which the wages are being paid;
    - (b) the rate of wages to which the employee is entitled;

- (c) the amount of wages to which the employee is entitled;
  - (d) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
  - (e) any allowance or other payment to which the employee is entitled;
  - (f) the amount of vacation pay for which the employee is being credited;
  - (g) the amount of **recognized** holiday pay for which the employee is being credited; and
  - (h) the net amount of money being paid to the employee.
- (iii) In cases of inclement weather being declared on pay day, employees will receive their pay before leaving the site provided it is available on the site.

**B. On Termination**

- (i) An employee who voluntarily terminates his employment will be provided his final pay on the next regular pay day.
- (ii) At projects where the Employer does not have an on-site pay office, an employee will have his final pay and termination documents mailed to his last known address by registered mail within five **(5)** working days from termination. This does not preclude an employee being paid his final pay, on the job, prior to the expiration of the five **(5)** day period.
- (iii) 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 Item B (ii) above if the Employer's pay facilities are not on site.

- (iv) Failure of the Employer to comply with the requirements in Clause 901 B (i), (ii) and (iii) will entitle the employee to two (2) hours at the straight time rate for each normal work day of non-compliance.

902  
Vacation and  
**Recognized**  
Holiday Pay

- A. The vacation and **recognized** holiday pay rate shall be ten (10) percent of hourly earnings. For conditions applying to vacation and **recognized** holiday pay, refer to Section 10, Subsection 1001.

**SECTION 10**

**UNION AND BENEFIT FUNDS**

1000  
Benefit  
Funds

- A. The Employer agrees to pay into operative welfare, pension and S.U.B. plans the amounts specified by the **IBEW-EPSCCO** and identified in the wage schedules attached hereto. Payment to the above-noted funds shall be based on each hour earned.

1001  
Vacation and  
**Recognized**  
Holiday Pay

- A. The Employer agrees to pay vacation and **recognized** holiday pay on a weekly basis. The vacation pay rate shall be four (4) percent of hourly earnings and the **recognized** holiday pay rate shall be six (6) percent of hourly earnings.

1002  
Union  
Funds

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

1003  
Administration

- A. The Union agrees to supply the Employers with administrative material and information regarding the Funds identified in this Section.

1004  
Assignment  
of Benefits

- A. The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the union of the failure by any employer to pay any employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the program administrator of the Employee Wage Protection Plan may deem that there has been an assignment of compensation under the said program in compliance with the regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.

**Section 11 is applicable to work which is *not* covered by  
Appendix A - Modified Provisions of this Construction Agreement.  
Please refer to the *GENERAL NOTE* preceding  
the Index Page of this Agreement**

**SECTION 11**

**TRAVEL AND ROOM AND BOARD ALLOWANCE**

1100  
Daily  
Travel  
Allowance

- A. The daily travel allowance will be paid by the Employers to their employees who are not receiving room and board allowance as referred to in Subsection 1101, on the following basis:
- (i) If an employee lives within 20 radius kilometers\* of the project, no travel allowance will be paid.
  - (ii) 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.
  - (iii) 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.
  - (iv) 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.

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

**Note:** 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.

- (v) 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.
- (vi) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Subsection 1101 below, he shall receive \$27.80 per day travel allowance for each day worked or reported for provided he continues to travel greater than 97 radius kilometers daily.
- (vii) 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, board allowance entitlement and initial and return allowance entitlement.
- (viii) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.
- (ix) Upon application, payment of Room and Board/Travel Allowance will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period, will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

1101  
Room and  
Board  
Allowance

- A. The following conditions will apply for employees whose regular residence\* is more than 97 radius kilometers from the project:
- (i) An Employer may supply either:
    - (a) free room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or
    - (b) a subsistence allowance; or
    - (c) a travel allowance.
  - (ii) An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a room and board allowance as follows:
    - (a) When an employee's regular residence is more than 97 radius kilometers from a Project located North of the French River and the employee maintains temporary accommodation at or near the Project, the employee shall be paid a subsistence allowance of \$54.00 per day for each day worked or reported for.
    - (b) When an employee's regular residence is more than 97 radius kilometers from a Project located South of the French River and the employee maintains temporary accommodation at or near the project, the employee shall be paid a subsistence allowance of \$53.00 per day for each day worked or reported for, subject to (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 obtains temporary accommodation for that work location.

- (c) When an employee's regular residence is more than 97 radius kilometers from the Project and the employee commutes to work on a daily basis, the employee shall receive \$28.05 per day for each day worked or reported for.
  - (d) At the Pickering and Darlington Projects, employees who live beyond 97 radius kilometers from the Project, shall receive \$33.55 per day for each day worked or reported for.
- B. An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Subsection 1100 and Subsection 1101, Item A 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.
- C. The Union **recognizes** the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:
- (i) 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.
  - (ii) 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.
  - (iii) An employee who remains in camp and 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.

- (iv) An employee who remains in camp and 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.

1102  
Initial and  
Return  
Travel and  
Transportation

- A. On recruitment of tradesmen who live between 97 and 161 radius kilometers from the project, the Employer shall pay \$20.00 for the initial trip to the project.
- B. On recruitment of tradesmen who live beyond 161 radius kilometers from the project, the Employer shall pay 27¢ per radius kilometer plus travel time based on one hour's pay for each 80 radius kilometers of travel, or part thereof, to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives or the Local Union Referral Hall for the project, whichever is closer to the project.
- C. To qualify for payment in Items A or B, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.
- D. On termination of employment due to a reduction of staff, an employee entitled to payment under Items A or B shall be entitled to return expenses calculated in the same manner as in Items A or B above for the return trip from the project to where the tradesman lives or place of recruitment, whichever is closer to the project. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.
- E. (i) On the Thunder Bay Project and Atikokan Project, an employee shall qualify for a return trip from the Project to his regular residence for each thirty (30) days worked on the Project providing his regular residence is more than four hundred (400) radius kilometers from the Project.



- (ii) For each entitlement, the Employer shall pay travel expenses on the basis of the equivalent cost of public transportation plus travel time based on one (1) hour's pay for each eighty (80) radius kilometers of travel, or part thereof, to a maximum of eight (8) hours' pay.

1103  
Use of  
Personal  
Vehicle

- A. An employee who is requested or receives approval from an **authorized** representative of his Employer to use his personal vehicle for the convenience of his Employer shall be reimbursed thirty-one cents (31 ¢) per kilometer travelled for such use of his vehicle.

## SECTION 12

### TOOLS AND CLOTHING

1200  
Tools and  
Clothing

- A. Employees shall be required to provide themselves with the ordinary hand tools of the trade as specified in the attached tool list. The Employer will provide insofar as is practical, separate facilities for storing the tools, but shall not be held responsible for losses, except as noted hereunder:
  - (i) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider replacement or payment value to a maximum of \$500.00 based on the merit of each case. This will include only personal tools that a tradesman is required to have to perform his normal duties with the Employer.
  - (ii) The Employer agrees to compensate employees for tools lost by theft, as supported by claims submitted in writing with substantiating evidence to establish theft resulting from forcible entry to locked storage provided by the Employer to a maximum of \$500.00.
  - (iii) In the event of a loss by fire at a work location, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$500.00 for the loss of personal clothing will be made.

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

- B. Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to the tool crib during working hours. Employees receiving tools from such tool crib shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, employees will be allowed reasonable time to return tools to the tool crib.
- C. Gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Such tools are not identified on trade tool lists, nor are they the tools and equipment identified in Items A and B of this Section. Such tools shall be the responsibility of the Employer.
- D. Employees eligible for payment under A above shall be reimbursed within 60 days after the date of submitting a claim. The Employer shall provide tools for the employee to use during the replacement period.

1201  
Protective  
Clothing and  
Equipment

- A. Employees are required to wear protective clothing and use protective equipment appropriate for the work being done. The Employer shall supply employees working in close proximity to obvious fire hazards (i.e. open flame) with fire retardant coveralls.

On abnormally dirty and/or corrosive work, in which the employee's clothing may be excessively or permanently damaged, the Employer will supply protective clothing and equipment (including gloves and coveralls where appropriate) at no cost to the employee.

- B. Employees shall supply themselves with, and wear at all times on the job, an approved safety helmet and safety shoes.

When an Employer wishes an employee to wear a specifically identified safety helmet, the Employer shall provide it on loan, complete with a new liner.

- C. Protective clothing and equipment (including gloves, coveralls and fire retardant coveralls) and rainwear that is provided by the Employer will be charged out to an employee and the employee shall be responsible for the return of such protective clothing and equipment (including gloves, coveralls and fire retardant coveralls) and rainwear upon completion of the work involved.

## **SECTION 13**

### **GRIEVANCES AND ARBITRATIONS**

#### **1300 Grievances**

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

#### **B. PRELIMINARY DISCUSSION**

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

#### **C. FIRST STEP**

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

Within ten (10) working days of the filing of the grievance, the Manager of Construction shall investigate the grievance and convene a meeting which he or the Accredited Union Representative considers necessary to resolve it. The Manager of Construction 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 with the General Manager of **EPSCA** and by the Accredited Union Representative with the Secretary of the **IBEW** Electrical Power Systems Construction Council of Ontario.

If a First Step grievance meeting is considered appropriate, the Management Committee shall comprise the Manager of Construction plus two Management officials, one of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall comprise the Accredited Union Representative plus two additional Union officials.

#### **D. SECOND STEP**

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

The **EPSCA** Grievance Officer shall investigate the grievance and convene a meeting which he or the Secretary of the **IBEW** Electrical Power Systems Construction Council of Ontario considers necessary to resolve it and give his reply on the prescribed form to the Secretary of the **IBEW** Electrical Power Systems Construction Council of Ontario within five (5) working days from the receipt of the grievance form which was completed at First Step.

If a Second Step grievance meeting is considered appropriate, the Management Committee shall comprise the **EPSCA** Grievance Officer plus two other Management representatives, one of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall comprise three persons, including one of the Secretary-Treasurer, Chairman or a designate appointed by the Secretary-Treasurer or Chairman of the **IBEW** Electrical Power Systems Construction Council of Ontario and the Accredited Representative for the grievor, plus one other representative of the Union.

**E. EPSCA OR UNION GRIEVANCES**

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

**F. TIME LIMITS**

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

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

H. Disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement shall not be processed under Section 124 of the Labour Relations Act of Ontario by either party until the provisions set forth in this Section for the resolution of such disputes have been fully exhausted.

I. GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

1301  
Arbitrations

A. 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 Subsection 1300, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA or the Union to a Board of Arbitration for adjudication. The party desiring to submit the dispute to arbitration shall notify the other party in writing of its desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the arbitration board. The two 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.

B. 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.

- C. 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.
- D. The time limits as to both documents and procedure set out in this Subsection 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.
- A. There shall be no strikes or lockouts so long as this Agreement continues to operate.

1302  
No Strike-  
No Lockout

## **SECTION 14**

### **COMMITTEES**

1400  
Executive  
Committee

- A. To advance harmonious relations between **EPSCA**, the Employers, the Union, and the employees, **EPSCA** and the Union shall each appoint an Executive Committee. The Executive Committee of **EPSCA** shall consist of the Board of Directors and Officers of **the** Association. The Executive Committee of the Union shall consist of the **IBEW** Electrical Power Systems Construction Council of Ontario.

The Committee shall meet together at least annually to review matters associated with the administration of this Collective Agreement with the intent of achieving uniformity of application of this Agreement wherever employees are working in the Province.

The Committees may also consider matters related to construction safety .

Standing  
Committee

- B. The parties agree that a Joint Committee will be established consisting of the Superintendents and Staff Planning Committee and other Employer representatives as necessary and the EPSCCO Executive Committee or Local Union 1788 Executive Board which shall meet on a semi-annual basis to address issues of mutual concern and when deemed necessary make recommendations to the appropriate authorities.

1401  
Apprenticeship  
Committee

- A. An Apprenticeship Council shall be established within each Local Union's jurisdictional area and shall meet on a regular basis. This Council shall consist of an equal number of members of the Local Union and representative of the Employers from the area covered by the Local Union. Where applicable, a representative of the Apprenticeship Branch of the Ontario Government may also be appointed as an advisor to the regular Council members.
- B. The Joint Apprenticeship Council shall be responsible for the establishment and maintenance of an apprenticeship training program, as well as adopting operating rules and conditions with respect thereto which are complementary to and in keeping with the intent of the Apprenticeship and Tradesmen's Qualification Act R.S.O. 1970 as amended.
- C. All founding documents and/or agreements, and terms of reference establishing and guiding the activities of the local Apprenticeship Councils shall be registered with the Provincial Joint Council.
- D. Apprentices shall be hired by the Employers, as and when required, from a pool of qualified apprentices established by the local JAC (or LAC) in accordance with the procedures established under the local JAC (LAC) Terms of Reference.



- E. All apprentices shall be governed by the Ontario Apprenticeship and Tradesman's Qualification Act and Regulations but the ratio of apprentices to journeymen may be set from time to time by the Executive Committee.
  
- F. In order to expedite the Apprentice's entrance into Journeyman status, the following policy shall apply:
  - (i) The Apprentice must apply to the Apprenticeship Branch to write his examination as soon as possible after he has reached his total hours, less 300.
  - (ii) The Apprentice will give the LAC/JAC two weeks' notice that he is going to write his examination.
  - (iii) After writing the examination, the Apprentice will check his hours in his Progress Record Book, with LAC/JAC.
  - (iv) The Employer will commence paying the Journeyman's rate of pay the day after the Apprentice completes his hours and providing the following conditions have been met:
    - (a) The Employer is satisfied that the Apprentice has completed his hours. If there is a question concerning the completion of hours, confirmation will be supplied by the LAC/JAC and/or the Union, and,
    - (b) The Employer is shown written proof of Certification from the Apprenticeship Branch, or has verbal confirmation from the LAC/JAC and/or the Union, and
    - (c) The Apprentice has passed his examination for his Certification of Qualification (C of Q).
  
- G. In the event that an Apprentice fails his examination for his C of Q, he will be paid the journeyman rate of pay from the day he passes any future examinations.

- H. Where the Apprenticeship Council is unable to reach an agreement on any matter concerning apprenticeship, the issue shall be referred to the Executive Committee for their decision.

**SECTION 15**

**LUNCHROOM FACILITIES**

1500  
Lunchroom  
Facilities

- A. 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. Trailered 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.

Washroom  
Facilities

- B. The Employer will provide, where practical, clean, heated, lighted and ventilated facilities containing flush toilets and hand basins.

**SECTION 16**

**ASSOCIATION FUND**

1600  
Association  
Fund

- A. 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.

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

**SECTION 17**

**RADIATION WORK**

1700

- 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.
- F. Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$8.00 per day. A day for the purpose of this item shall be defined as any period up to twelve (12) hours.

**SECTION 18  
NEW**

**ABORIGINAL CONTENT COMMITMENT**

1800

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

For projects, 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 these aboriginal commitments.

Dated at Toronto, this 24 day of ne, 1999.

For:

**THE ELECTRICAL POWER  
SYSTEMS CONSTRUCTION  
ASSOCIATION**

J. G. Hetch  
[Signature]

For:

**THE IBEW ELECTRICAL POWER  
SYSTEMS CONSTRUCTION COUNCIL  
OF ONTARIO**

[Signature]  
[Signature]

## TOOL LIST

All journeymen electricians are required to have the following tools:

- 1 Centre Punch
- 1 1/2" Cold Chisel
- 1 Half-round File
- 1 Ball Peen Hammer
- 1 Adjustable Hacksaw Frame
- 1 Knife
- 1 Medium Level
- 5 Prs. of Pliers -
- 8" Sidecutters, Diagonal, Longnose and 2 pairs of Channellock
- 6 Screwdrivers, Robertson and Standard types
- 1 6" Square or Combination Square
- 1 Steel Tape, 10 or 12-foot
- 1 Small Tap Wrench
- 1 Tool box
- 1 Tool Pouch and belt for hand tools

**APPENDIX A**

**MODIFIED PROVISIONS  
OF THIS CONSTRUCTION AGREEMENT**

**NEW**

**1. These provisions will apply to:**

- (a) All work on existing generating sites except the construction of:
- a new facility which provides a new function
  - a new (ie. additional) generating unit

**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)

**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 five (5) working days. If the Executive Committee is unable to resolve the dispute, the dispute will be referred to a single arbitrator within ten (10) working days for a final and binding resolution. The arbitrator shall give an oral decision within five (5) working days, and a written decision, if requested, within twenty (20) working days.

All terms of this collective agreement shall apply to work covered by Appendix A, with the exception of Section 8 - Hours of Work, and Section 11 - Travel and Room and Board Allowance.

**EPSCA/IBEW EPSCCO  
GENERATION PROJECTS  
COLLECTIVE AGREEMENT**

**APPENDIX A**

**MODIFIED PROVISIONS**

**OF THIS CONSTRUCTION AGREEMENT**

**INDEX**

		<u>Page</u>
Article 1	Hours of Work	41
Article 2	Travel and Room and Board Allowance	45

Article 1

**HOURS OF WORK**

100  
Hours of  
Work

- A. 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.

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

**B. One (1) or Two (2) Shift Operation**

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

The weekly hours of work (Monday to Friday inclusive) for all employees may be arrived at by having the employees work four (4) consecutive ten-hour shifts or by having the employees work five (5) consecutive eight-hour shifts. 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 a.m. 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 (1/2) 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.

C. 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 at the straight time rate.

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

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

101  
Rest  
Periods

- A. For employees working normal hours, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked. Where a half shift is less than four (4) hours, there shall be no rest period excluding the third shift.
- B. 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.
- C. 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.



102  
Reporting  
Pay

- A. An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of three (3) hours' pay plus his appropriate daily travel or board allowance at the applicable rate when he reports for work but is unable to commence or continue to work because of circumstances beyond his control. An employee will not receive this allowance if he is unable to complete his shift as a result of inclement weather.
- B. Notwithstanding Subsection 102, Item A above, when an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked.

103  
Inclement  
Weather Pay

- A. An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive three (3) hours' pay at the applicable rate. To qualify, the employee must remain at a protected place or area as designated by the Employer for three (3) hours unless excused by an **authorized** representative of his Employer.
- B. An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive three (3) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is the greater.
- C. An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.

104  
Recognized  
Holidays

- A. The holidays **recognized** under this Agreement are:

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

- B. EPSCA agrees to recognize Heritage Day when proclaimed by legislation.
- C. Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday or Sunday, it shall be observed either on the preceding Friday or following Monday.
- D. EPSCA reserves the right to change the day of observation of a recognized holiday when such holiday falls on a Tuesday or Thursday.

105  
Overtime  
Rates

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

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

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

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

After each additional four (4) hours is worked, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and a lunch when work is required beyond that four (4) hour period. Where an employee has been notified the previous day, no lunch will be provided, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay.

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

The above-noted is not applicable to the first eight (8) hours worked on Saturdays, Sundays and Recognized Holidays.

106  
Call-In  
Pay

- A. When an employee is called in to work outside of his normal hours of work, he shall receive a minimum of two (2) hours' work at the appropriate premium rate plus travel allowance where applicable.
- B. If the employee's normal hours of work commences within this two (2) hour period, the employee will be paid premium time for the actual hours worked and revert to his normal rate at the commencement of his normal hours of work.

**ARTICLE 2**

**TRAVEL AND ROOM AND BOARD ALLOWANCE**

200  
Daily  
Travel  
Allowance

- A. The daily travel allowance will be paid by the Employers to their employees who are not receiving room and board allowance as referred to in Article 201, on the following basis:
  - (i) If an employee lives within forty (40) radius kilometers\* of the project, no travel allowance will be paid.

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

Note: 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.

- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Article 201 below, he shall receive \$27.80 per day travel allowance for each day worked or reported for provided he continues to travel greater than 97 radius kilometers daily.
- (vi) When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier 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, board allowance entitlement and initial and return allowance entitlement.
- (vii) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.

- (viii) Upon application, payment of Room and Board/Travel Allowance will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period, will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.
- 201  
Room and  
Board  
Allowance
- A. The following conditions will apply for employees whose regular residence\* is more than 97 radius kilometers from the project:
- (i) An Employer may supply either:
- (a) free room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or
- (b) a subsistence allowance; or
- (c) a travel allowance.
- (ii) An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a room and board allowance as follows:

\* 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 obtains temporary accommodation for that work location.

- (a) When an employee's regular residence is more than 97 radius kilometers from a Project located North of the French River and the employee maintains temporary accommodation at or near the Project, the employee shall be paid a subsistence allowance of \$54.00 per day for each day worked or reported for.
  - (b) When an employee's regular residence is more than 97 radius kilometers from a Project located South of the French River and the employee maintains temporary accommodation at or near the project, the employee shall be paid a subsistence allowance of \$53.00 per day for each day worked or reported for, subject to (d) below .
  - (c) When an employee's regular residence is more than 97 radius kilometers from the Project and the employee commutes to work on a daily basis, the employee shall receive \$28.05 per day for each day worked or reported for.
  - (d) At the Pickering and Darlington Projects, employees who live beyond 97 radius kilometers from the Project, shall receive \$33.55 per day for each day worked or reported for.
- B. An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Article 200 and Article 201, Item A 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.
- C. The Union **recognizes** the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:

- (i) 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.
- (ii) 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.
- (iii) An employee who remains in camp and 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.
- (iv) An employee who remains in camp and 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.

202  
Initial and  
Return  
Travel and  
Transportation

- A. On recruitment of tradesmen who live between 97 and 161 radius kilometers from the project, the Employer shall pay \$20.00 for the initial trip to the project.
- B. On recruitment of tradesmen who live beyond 161 radius kilometers from the project, the Employer shall pay 27¢ per radius kilometer plus travel time based on one hour's pay for each 80 radius kilometers of travel, or part thereof, to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives or the Local Union Referral Hall for the project, whichever is closer to the project.

- C. To qualify for payment in Items A or B, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.
- D. On termination of employment due to a reduction of staff, an employee entitled to payment under Items A or B shall be entitled to return expenses calculated in the same manner as in Items A or B above for the return trip from the project to where the tradesman lives or place of recruitment, whichever is closer to the project. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.
- E. (i) On the Thunder Bay Project and Atikokan Project, an employee shall qualify for a return trip from the Project to his regular residence for each thirty (30) days worked on the Project providing his regular residence is more than four hundred (400) radius kilometers from the Project.  
(ii) For each entitlement, the Employer shall pay travel expenses on the basis of the equivalent cost of public transportation plus travel time based on one (1) hour's pay for each eighty (80) radius kilometers of travel, or part thereof, to a maximum of eight (8) hours' pay.
- A. An employee who is requested or receives approval from an **authorized** representative of his Employer to use his personal vehicle for the convenience of his Employer shall be reimbursed thirty-one cents (31 ¢) per kilometer travelled for such use of his vehicle.

203  
Use of  
Personal  
Vehicle



Letter of Understanding #1

between

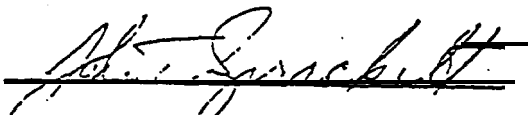
The Electrical Power Systems  
Construction **Association**

and

The **IBEW** Electrical Power  
**Systems Construction Council**  
of Ontario

It is agreed by the parties to this understanding that any issues arising from the definition of "Major" referred to in Section 200 A (ii) shall be referred to the Executive Committee for resolution and shall not be subject to the grievance/arbitration process as outlined in Section 13 of the collective agreement.

Signed at Toronto this 9 th day of Sept., 1992.



**J. Sprckett**  
-President  
**IBEW EPSCCO**



**V.W. Medri**  
Secretary-Treasurer  
**EPSCA**

LETTER OF UNDERSTANDING

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION  
EPSCA

AND

THE IBEW ELECTRICAL POWER SYSTEMS CONSTRUCTION COUNCIL OF  
ONTARIO  
EPSCCO

Neil Donnelly  
Chairman EPSCA  
Negotiating Committee

Dear Sir:

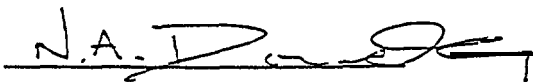
The **IBEW EPSCCO/EPSCA** Negotiating Committee **agree** to the **following**:

**ANY NON RESIDENT EMPLOYER UNDERTAKING ELECTRICAL WORK WITHIN THE JURISDICTION OF A LOCAL UNION SHALL BE ALLOWED TO BRING IN TWO (2) KEY TRADESPERSON(S) IN THEIR EMPLOY. SUCH KEY TRADESPERSON(S) SHALL BE MEMBERS OF THE IBEW AND SHALL NOTIFY THE LOCAL UNION OFFICE, IN THE APPROPRIATE JURISDICTION, PRIOR TO COMMENCING WORK. UPON COMPLETION OF SAID WORK THE KEY TRADESPERSON(S) SHALL NOTIFY THE APPLICABLE LOCAL UNION IN THE AREA WHERE WORK WAS COMPLETED OF HIS/HER DEPARTURE. ADDITIONAL KEY TRADESMEN WILL BE SUBJECT TO MUTUAL AGREEMENT.**

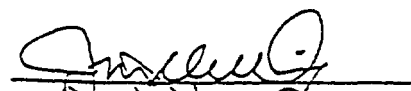
DATED THIS **23rd** DAY OF MAY 1996.

**EXPIRY: DURATION OF THE COLLECTIVE  
AGREEMENT**

FOR EPSCA:

  
\_\_\_\_\_

FOR IBEW EPSCCO:

  
\_\_\_\_\_

June 23, 1992

Mr. J.T. Sprackett  
President  
IBEW Electrical Power Systems  
Construction Council of Ontario  
61 International Blvd.  
Toronto, Ontario

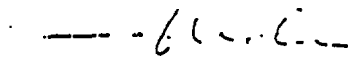
Dear Mr. Sprackett:

In the discussions that arose with regard to the definition of Major in the Recognition clause (Section 200) of the IBEW EPSCCO collective agreement, I can **offer** you the **following clarification**.

1. Major construction industry work is defined in the **Ontario Hydro policy (OOH v. 3 NO. 3.2.5.5)**. Currently the **amount** is **\$100,000** field labour. The dollar amount in the definition is periodically reviewed **and** adjusted by the General Manager of **EPSCA** to reflect changes in the **CPI**.
2. It is not the intent or **policy of Ontario Hydro to divide** Purchasing Requisitions in order to have **the** dollar value **fall** below the **definition** of Major **described** above.

Trusting this meets your needs.

Yours truly, ,

  
V.W. Medri  
Secretary Treasurer

June 23, 1992

MR. J. SPRACKETT  
President,  
Electrical Power Systems  
Construction Council of Ontario  
International Brotherhood of  
Electrical Workers  
61 International Blvd.  
Toronto, Ontario

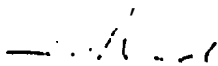
Dear **Mr. Sprckett:**

Room & Board Allowance Understanding  
North of the French River

This letter will confirm an understanding reached at current bargaining between **EPSCA** and the **IBEW EPSCCO** ("Generation Project") as **follows:**

Individuals in the **80-97** kilometre radius ring working **north of** the French River will be eligible for room and board allowance if their actual road kilometres travelled exceed their radius distance by **more** than thirty-three (**33%**) percent.

Yours truly,



J.W. Medri,  
Secretary-Treasurer

**IBEW LOCAL UNION 1788 APPENDIX**

**PRINCIPAL AGREEMENT**

**Applicable to Ontario Hydro Employees Only**

**for**

**Generation Projects Construction**

**in the**

**Electrical Power Systems Sector**

**made and entered into**

**between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**and**

**THE IBEW ELECTRICAL POWER SYSTEMS  
CONSTRUCTION COUNCIL OF ONTARIO**

**May 1, 1995 - April 30, 1998**

LOCAL UNION 1788 APPENDIX  
Applicable to  
Ontario **Hydro** Employees Only

SECTION 1            UNION SECURITY

100  
Union  
Security

- A. All employees falling under the jurisdiction of Local Union 1788 as noted in Section 2 - Scope of Agreement, Subsection 202 -Geographic Jurisdiction, of the master portion of this Agreement will be members or will apply for membership in Local Union 1788 within fifteen (15) calendar days, and will maintain such membership in good standing in the Union as a condition of employment.
- B. A checkoff system of Local Union 1788 initiation fees and dues will be made operative for the lifetime of this Agreement. The Employer will supply full checkoff lists of employees subject to checkoff at regular intervals, and agrees to collect monthly for the Union dues and initiation fees payable to Local Union 1788. The Employer will transmit the monies so collected to the designated officials of Local Union 1788. Local Union 1788 will indemnify the Employer for any liability arising from the deduction of initiation fees and dues as requested by Local Union 1788.
- C. Any changes in initiation fees or dues will be referred to the Employer through the Accredited Union Representative of Local Union 1788 before such changes are put into effect.
- D. The Employer will arrange for each workman falling under the jurisdiction of Local Union 1788, as noted in Section 2 - Scope of Agreement, Subsection 202 - Geographic Jurisdiction, of the master portion of this Agreement who is covered by this Agreement, to sign a Local Union 1788 dues checkoff **authorization** at the time he is employed.
- E. Local Union 1788 is required to make arrangements with new employees for them to join Local Union 1788 as provided for in Subsection 100, Item A, of this Section. The Employer will checkoff initiation fees on receipt from Local Union 1788 of such **authorization** signed by the employee.

**SECTION 2            SENIORITY**

200  
Seniority  
**REV**

- A.     The purpose of this Section is to ensure fair and equitable treatment of employees in the event of reductions in the work force while, at the same time, allowing the Employer to direct and deploy the work force. Nothing in this Section restricts the Employer's right to transfer employees to meet work demands.
- (i)     The retention of employees who are members of Local Union 1788 and covered by this Agreement shall be governed by this Section. This Section is only applicable to employees on the payroll as of the date of ratification of the 1995-1998 collective agreement. If an employee covered by this Section terminates his/her employment with Ontario Hydro for whatever reason, he/she shall not be subject to the provisions of Section 2 - Seniority in any subsequent re-hire. When employees transfer from one project to another they retain their seniority.
  - (ii)     For the purposes of this Section, there shall be two (2) classifications of employee:  
  
          Electrician including Subforemen  
          Electrician Apprentice
  - (iii)     Employees to be retained must have the necessary skills and ability to satisfactorily perform the work to be done.
  - (iv)     Seniority as used in this Section is based on the employee's Established Commencement Date (E.C.D.).
  - (v)     In the event of a reduction of staff (excluding standoffs\*) and subject to (iii) and (iv) above, employees who are not members of Local Union 1788 shall be laid off prior to employees who are members of Local Union 1788. Employees who are not members of Local Union 1788 shall not be subject to the conditions contained in (vi) below.

\* **An employee may be subject to standoff for up to six (6) weeks' time accumulated in any one calendar year (January 1st to December 31st).**

- (vi) Subject to (iii) and (iv) above, the following conditions shall apply:
  - (a) In the event of a reduction of staff (excluding standoffs), the Employer will decide which of the classifications listed in (ii) will be affected.
  - (b) In the event of a reduction of staff (excluding standoffs) employment retention by seniority shall be by seniority on the employee's project.

**SECTION 3**

**WELFARE AND PENSION**

**300**  
Welfare  
and Pension

- A. Notwithstanding Section 10 - Union and Benefit Funds, Subsection 1000 - Benefit Funds, for those employees who are members of Local Union 1788 and working within the jurisdiction of Local Union 1788 as noted in Section 2 - Scope of Agreement, Subsection 202 - Geographic Jurisdiction of the master portion of this Agreement, the amounts to be paid for welfare; pension and S.U.B. will be paid to the employees as a special allowance subject to Subsection 300 B below.
- B. The Employer agrees to deduct from the special allowance referred to in Subsection 300 A above and pay into an operative welfare plan eighty cents (80¢) per hour for all hours earned, for those employees who are members of Local Union 1788 and working within the jurisdiction of Local Union 1788 as noted in Section 2 - Scope of Agreement, Subsection 202 - Geographic Jurisdiction of the master portion of this Agreement. Where the special allowance is not sufficient to accommodate this deduction, the amount due as special allowance will be supplemented by an additional amount derived from the wage rates which would otherwise be applicable for the area where such allowance and wage rates apply to produce the eighty cents (80¢) per hour earned payment referred to above.



Local Union 1788 agrees to supply the Employer with all information regarding the welfare plan and also all administrative material that is required for the implementation of the welfare plan.

- C. The Employer agrees to deduct from the special allowance referred to in Subsection 300 A above and pay into an operative pension plan one dollar (\$1.00) per hour for all hours earned, for those employees who are members of Local Union 1788 and working within the jurisdiction of Local Union 1788 as noted in Section 2 - Scope of Agreement, Subsection 202 - Geographic Jurisdiction of the master portion of this Agreement. Where the special allowance is not sufficient to accommodate this deduction, the amount due as special allowance will be supplemented by an additional amount derived from the wage rates which would otherwise be applicable for the area where such allowance and wage rates apply to produce the one dollar (\$1.00) per hour earned payment referred to above.

Local Union 1788 agrees to supply the Employer with all information regarding the pension plan and also all administrative material that is required for the implementation of the pension plan.

#### **SECTION 4**

#### **TRANSFER OF EMPLOYEES**

400  
Transfer of  
Employees

- A. The Employer reserves the right to transfer employees to meet its needs, having regard for the special requirements of thermal, nuclear or hydraulic generation and transmission and transformation construction. The Employer shall provide transportation or pay the equivalent of the cost of public transportation or mileage, whichever is deemed appropriate by Management, for the initial trip to the new work location from the employee's most recent work location. The Employer shall also pay travelling time at the appropriate straight-time rate up to a maximum of 8 hours per day.

**SECTION 5            MATERNITY LEAVE**

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

**SECTION 6            SWITCHYARD WORK**  
**NEW**

To facilitate work on switchyards the employer may utilize employees covered by the Transmission Systems Agreement between EPSCA and IBEW Local 1788. Such employees will be covered by the terms of the Transmission Systems Agreement for the duration of the switchyard work.

Letter of Understanding *# A 1*

between

The Electrical Power Systems  
Construction Association

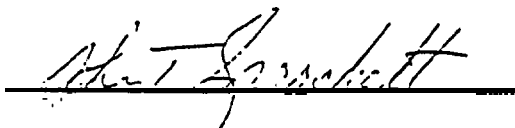
and

**IBEW LU 1788**

(Travel, Room & Board Allowances)  
Residents of Manitoba and Quebec

THE PARTIES **agree** that effective the date of ratification of the 1992 Collective Agreement, Local 1788 members, employed under the "Generation Projects" collective agreement, who live in Manitoba or Quebec will, subject to the joint agreement of the Business Manager of Local 1788 and the General Manager of **EPSCA**, **become** eligible to claim travel or room and board allowances as specified in the collective agreement. The distance for the allowance entitlement will be as measured from the nearest point of entry from Quebec or Manitoba' that is either in close proximity of the employee's residence (less than or equal to five kilometres) or in the direction of the work location in Ontario.

Signed at Toronto this 9 th day of Sept, 1992.



**J.T. Sprackett**  
Business Manager  
Local 1788, IBEW



**V.W. Medri**  
Secretary-Treasurer  
**EPSCA**

