

SOURCE	Union		
EFF.	92	05	01
TERM.	95	04	30
No. OF EMPLOYEES	400		
NOMBRE D'EMPLOYÉS	400		

## PRINCIPAL AGREEMENT

for Transmission System Construction in the  
Electrical Power Systems Sector

made and entered into

BETWEEN

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

and

LOCAL UNION 1788  
of the  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
(hereinafter called the "Union")

*DISBANDED*  
*in 96/97*  
*CUSW*

May 1, 1992 - April 30, 1995

MAR 18 1993

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### LOCAL UNION 1788 APPENDIX

Applicable to Ontario Hydro Employees Only

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## **SECTION 1**

### **PREAMBLE**

100  
Witnesseth  
REV

- 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 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 all construction industry work performed on transmission systems for Ontario Hydro on Ontario Hydro property in the Province of Ontario. This work includes the construction of Lines over 50 KV, Transformation Stations, Switchyards, Sub-stations, System Control Centres, system control associated telecommunication systems (including microwave and repeater stations), and Miscellaneous Hydraulic Projects. This work excludes the building of commercial-type office facilities at urban locations remote from operating facilities.

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

Electrician Journeyman including Foreman and Subforeman  
Electrician Apprentice

Lineman Journeyman including Foreman and Subforeman  
Communications Electrician

Lineman Apprentice/Learner

Electrical Welder

Ground Work Foreman and Subforeman

Groundman

Groundman Driver

Groundman Operator

Utilityman

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

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

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. 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.
- H. A Miscellaneous Hydraulic Project is any hydraulic work undertaken by Ontario Hydro which will require less than one year to complete and comprise a total employers' workforce of not more than one hundred employees at one time.
- I. EPSCA and the Union agree the use of nomenclature is meant to refer to both genders.
- A. This Agreement shall consist of a master portion of general application to the construction field forces represented by the Union together with the attached Appendix of particular application to employees of Ontario Hydro represented by the Union 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 by mutual agreement, from time to time.

201  
Form of  
Agreement

202  
Geographic  
Jurisdiction

- A. Local                      Geographic Jurisdiction  
1788                              Province of Ontario



**SECTION 3**

**DURATION OF AGREEMENT**

300  
Duration  
REV

A. ~~This Agreement shall become effective May 1, 1992 and will expire on April 30, 1995.~~

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 new major Transmission Systems Division work assigned to the Transmission Systems staff and all subcontracted construction work coming under the scope of this Agreement for the construction field forces of the Employers.

At the request of the Union, EPSCA will convene a prejob conference before this 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 construction site.

B. EPSCA will provide written notice to the Union as far in advance as possible of new major work and prejob conferences as noted in item A above.

401  
Work  
Assignment

A. Regular mark-up meetings will be conducted for new major Transmission Systems Division, major Miscellaneous Projects work and all subcontracted construction work at times appropriate for the work in progress. The purpose of these mark-up meetings is to indicate to the Union the work which is about to be carried out by the Employers in order to minimize the potential for jurisdictional disputes. New work assignments will be made as outlined in the Procedural Rules and Regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction industry.

EPSCA will provide written notice to the Union as far in advance as possible of mark-up meetings.

The Union will attend these mark-up meetings, and every effort will be made to settle questions of jurisdiction before the dates that Management indicates the work is expected to commence.

B. 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.

C. in the event that a jurisdictional dispute arises over a work assignment, the Employer will make an assignment for the work to be done. Such assignment will remain in effect until the dispute is resolved and will not interfere in any way with the progress of the work. Jurisdictional disputes will not be the subject of a grievance under this Collective Agreement.

402  
Miscellaneous  
Projects

A. 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.

B. 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.

C. 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  
Representative-  
tives

- A. The Union will designate 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 Superintendent. 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 work locations. Upon entering the work location, 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 construction site where workmen are employed under the terms of this agreement. If a Steward is transferred to another construction site, he will continue to be recognized as a Steward unless there is another Steward on that site. In such cases, the transferred Steward will not be recognized unless the Employer is notified by the Union.
- B. The EPSCA Representative and the Employer shall be notified in writing when a Steward or Chief Steward is appointed and when such Stewards cease to act as Stewards.
- C. The Steward will be responsible for his 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/she is qualified to do the work, a Steward who is working on a station or tower site where overtime is being worked shall be given the first opportunity to work on that overtime work.
- Provided he/she is qualified to do the work, a Steward who is working in a work group where overtime is being worked on Saturdays, Sundays or Recognized Holidays shall be given the first opportunity to work.
- G. Where appropriate and where more than one Steward is required, one Steward shall be appointed Chief Steward.

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

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

502  
Certified  
Health &  
Safety  
Representatives  
NEW

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

B. If management feels that any Health and Safety representative 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 referred to in Section 15 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 15 - Committees, Subsection 1500 - 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 of foremen and subforemen will be the responsibility of the Employers. When making appointments to the foremen and subforemen levels, the Employers will give consideration to those employees they presently employ and members of Local Union 1788. The retention of foremen will be the exclusive right of the Employers.
- D. Such foremen and subforemen shall be members of the IBEW and shall register at the 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 percentage above the journeyman rate differential as set out in the existing wage schedules. The subforeman's differential shall be the greater of \$1.10 effective June 18, 1992 (\$1.15 effective May 1, 1993, and \$1.20 effective May 1, 1994) or the 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. Persons appointed to foreman positions will be provided supervisory training, prior to appointment, when possible.
- NEW H. Foremen may work with the tools on distribution station construction where the crew size is less than five (5) IBEW members. On stand alone jobs where the IBEW crew size is less than five (5) IBEW members, upon joint agreement of the Employer and the Union, the Foreman may work with the tools. In all instances, the primary responsibility of the foreman shall be to perform his/her safety and supervisory duties.

SECTION 7

UNION SECURITY

700  
Union  
Security

- A. All employees failing under the jurisdiction of Local Union 1788 will be members or will apply for membership in the IBEW within fifteen (15) calendar days, and will maintain such membership in good standing in the Union as a condition of employment.

**SECTION 8**

**EMPLOYMENT PRACTICES/HIRING**

**800  
Employment  
Practices**

- A. An office will be established by EPSCA for the purpose of co-ordinating employment as specified in this Section.**
- B. EPSCA and the Union will exchange the names of their representatives who will be responsible for co-operating in the referral and employment of reliable and competent Union members.**
- C. EPSCA will notify the Union of future manpower requirements for all employees coming within the scope of this Agreement.**
- D. The Employer reserves the right to transfer employees to meet its needs, having regard for the special requirements of transmission, transformation and Miscellaneous Hydraulic Projects 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 relative to the mode of transportation at the appropriate straight-time rate up to a maximum of eight (8) hours per day.**
- E. The Employer reserves the right to transfer key tradesmen. Key tradesmen will comprise union linemen, electricians, communications electricians, splicers, and other specialists. Key tradesmen so transferred will be issued a clearance card from the Union office.**
- F. The Union will co-operate with the Employer and advise the EPSCA office of the name, address and telephone number of those being referred as soon as it is known and before the employee commences work.**

**801  
Hiring  
and  
Layoff**

- A. The employment of tradesmen and apprentices, excluding the transferred key tradesmen referred to in Subsection 800 E, shall be carried out on the following basis and sequence:
  - 0 Such tradesmen and apprentices will not be employed unless they are in possession of a clearance card from the Union office.**
  - (ii) if the Union is unable to furnish qualified or certified Union or travel-card members, or non-member (permit) certified electricians/qualified linemen to the Employer within three (3) working days of the time the Union office receives the request for tradesmen (excepting Saturdays, Sundays, and Holidays),****

the Employer shall be afforded the right to employ qualified or certified tradesmen (travel-card members or permit holders) as are available. The Union will issue clearance cards to tradesmen hired in these circumstances. All employees shall register with the EPSCA office prior to commencing work. Non-members referred in this situation will be considered permit holders and the Union will notify the Employer when permit holders are referred.

Travel-card members may be replaced by Local Union members and permit holders may be replaced by Local Union members after three (3) working days' notice to the Employer but in no case until such travel-card members or permit holders have worked a minimum of one (1) month. This does not include the replacement of key tradesmen.

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:

- 0 permit holders;
- (ii) members of the international Brotherhood of Electrical Workers;
- (iii) Union members;
- (iv) key tradesmen.

802  
Standoff

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

(i) Layoff

if the Employer elects layoff, it shall be carried out in accordance with the terms of Subsection 801, item B.

(ii) Standoff

if the Employer elects standoff, it reserves the right to standoff its employees without pay up to a maximum of fifteen (15) consecutive working days. No daily travel or room and board allowance will be paid to an employee for a standoff period.

B. if standoff continues beyond fifteen (15) consecutive working days, an employee, at his option, may elect to remain on standoff up to a maximum of 45 days or be removed from standoff at anytime during that 45 days.

- C. An employee who elects to remain on standoff shall be issued a Record of Employment Form indicating "standoff - lack of work" dating back to his first day on standoff.
- D. if an employee elects layoff, it shall be carried out in accordance with the terms of Subsection 801, item B. Where appropriate, an employee laid off will be issued a Record of Employment Form indicating "layoff - shortage of work" dating back to his first day on standoff.
- E. No employee shall be placed on standoff more than twice annually, in a calendar year (January 1st to December 31st), unless additional standoff(s) is agreed to by the employee.

**SECTION 9**

**HOURS OF WORK**

**900  
Hours of  
Work**

- A. The normal weekly hours of work for ail employees of Employers covered by this Agreement shall be forty (40).

The weekly hours shalt be worked in five (5) days of eight (8) hours each, Monday to Friday inclusive.

**901  
Daily  
Hours**

- A. The normal daily hours, as provided for in Subsection 900, Item A, are to be worked between 7:00 am and 5:00 pm.

**902  
Rest  
Periods**

- A. For employees workin normal hours, a fifteen (15) minute rest perio8 will be allotted, at the time directed by the Employer, for each half shift worked.
- B. For employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift 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 (2) hours of overtime worked.

**903  
Reporting  
Pay**

- A. An employee who reports for work, unless directed not to report the previous day by his Employer, shalt receive a minimum of two (2) hou 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 wilt not receive this allowance if he is unable to complete his shift as a result of inclement weather.

B. Notwithstanding Subsection 903, Item A above, when an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated for the actual time worked.

904  
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 four (4) hours' pay at the applicable rate. To qualify, the employee must remain at a protected place or area as designated by the Employer for four (4) 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 four (4) 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.

905  
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 Federal or Provincial 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, it shall be observed either on the preceding Friday or following Monday.

906  
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 9 and for work performed on Saturday, Sunday and the Recognized Holidays listed in Subsection 905, Item A above. Employees who work in excess of twenty four (24) hours continuously will continue to be paid a premium rate for all additional hours worked until such time as the employee receives an eight (8) hour break from work.

- 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 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 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 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.

907  
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 commence 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.

908  
Shift Work

- A. 0 Shift work may be established on all work excepting tower erection and stringing operations 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.
- (iii) The normal starting time for day shift hours shall be the same as the day work hours described in Subsection 901.
- (iv) The second shift hours shall commence with the conclusion of the day shift hours.
- B. 0 Employees required to work shift work on the second shift of a two-shift operation shall receive shift differential of time and one-seventh for non-scheduled shift hours worked.







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

**B. On Termination**

- (i) An employee who voluntarily terminates his employment will be provided his final pay on the next regular pay day for the period worked.
- (ii) At work locations where the Employer does not have an on-site pay office, an employee will have his final pay and termination documents mailed to his residence within eight (8) working days from termination. This does not preclude an employee being paid his final pay at the work location prior to the expiration of the eight-day period.
- (iii) An employee who is discharged shall be provided with his final pay immediately if the Employer's pay facilities are at the work locations or as per item B(ii) above, if the Employer's pay facilities are not at the work location.
- (iv) Failure of the Employer to comply with the requirements in Clause 1001 B (i), (ii) and (iii) will entitle the employee to two (2) hours at the straight time rate for each normal work day of non-compliance.

**SECTION 11 UNION AND BENEFIT FUNDS**

**1100  
Benefit  
Funds**

- A. The Employer agrees to pay welfare, pension, and SUB benefit funds. The amounts of welfare, pension and SUB benefit funds to be paid will be as set forth in the current wage schedules provided by EPSCA. The amounts to be paid for welfare, pension, and SUB benefit funds will be paid to the employees as special allowance subject to item B below.**
- B. The Employer agrees to deduct from the special allowance referred to in item A above and pay into an operative welfare plan eighty cents (80¢) per hour for all hours earned. When 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. Such adjustment rate and the welfare payments of eighty cents (80¢) will be set forth in the wage schedules provided by EPSCA, in accordance with Item A above.**
- C. The Employer agrees to deduct from the special allowance referred to in Item A above and pay into an operative pension plan one dollar (\$1.00) per hour for all hours earned. When 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. Such adjustment rate and the pension payments of one dollar (\$1.00) will be set forth in the wage schedules provided by EPSCA, in accordance with item A above.**

**1101  
Vacation &  
Recognized  
Holiday Pay**

- A. The vacation and recognized holiday pay rate shall be ten (10) percent of vacationable gross earnings. The vacation pay rate shall be four (4) percent and the recognized holiday pay rate shall be six (6) percent. The Employer will maintain its current practice with respect to the payment of vacation and recognized holiday pay entitlements. The Employer will advise the Union of its practice at the prejob conference.**
- B. The Union agrees to supply the Employer with administrative material and information regarding the funds identified in this Subsection.**

C. Where no operative vacation and recognized holiday pay plan is in existence in a locality, the employer will maintain its current practice with respect to the payment of vacation and recognized holiday pay entitlements.

1102  
Union  
Funds

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

B. A checkoff system of Union initiation fees and dues will be made operative for the lifetime of- this Agreement. The Employer will supply full checkoff lists of employees subject to checkoff at regular intervals and agrees to collect monthly for the union dues and initiation fees payable to Local Union 1788. The Employer will transmit the monies so collected to the designated officials of the Union. The Union will indemnify the Employer for any liability arising from the deduction of Initiation fees and dues as requested by the Union.

C. Any changes in initiation fees or dues will be referred to the Employer through the Accredited Union Representative before such changes are put into effect.

D. The Employer will arrange for each workman falling under the jurisdiction of the Union to sign a Union dues checkoff authorization at the time he is employed.

E. The Union is required to make arrangements with new employees for them to join the Union as provided for in Subsection 700, item A, of this Agreement. The Employer will check off initiation fees on receipt from the Union of an authorization signed by the employee.

1103  
Administra-  
tion

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

1104  
Assignment  
of Benefits  
NEW

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 n t o the Employee Wage Protection Program.

SECTION 12 TRAVEL AND ROOM AND  
BOARD ALLOWANCE

1200  
Daily  
Travel  
Allowance

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

- 0 If an employee lives within 20 radius kilometers of the work location or declared assembly point\* no travel allowance will be paid.
- REV (ii) If an employee lives within 20 to 40 radius kilometers of the work location or declared assembly point, he shall receive \$11.50 per day travel allowance for each day worked or reported for, effective June 18, 1992; \$12.40 per day effective May 1, 1993; \$13.30 per day effective May 1, 1994.
- REV (iii) If an employee lives within 40 to 56 radius kilometers of the work location or declared assembly point, he shall receive \$14.75 per day travel allowance for each day worked or reported for, effective June 18, 1992; \$15.65 per day effective May 1, 1993; \$16.55 per day effective May 1, 1994.
- REV (iv) If an employee lives within 56 to 80 radius kilometers of the work location or declared assembly point, he shall receive \$18.25 per day travel allowance for each day worked or reported for, effective June 18, 1992; \$19.15 per day effective May 1, 1993; \$20.05 per day effective May 1, 1994.
- REV (v) If an employee lives within 80 to 97 radius kilometers of the work location or declared assembly point, he shall receive \$21.75 per day travel allowance for each day worked or reported for, effective June 18, 1992; \$22.65 per day effective May 1, 1993; \$23.55 per day effective May 1, 1994.
- REV (vi) if an employee lives greater than 97 radius kilometers from the work location or declared assembly point, and does not qualify for subsistence allowance under Subsection 1201 below, he shall receive \$25.00 per day travel allowance for each day worked or reported for provided the employee continues to travel greater than 97 radius kilometers daily, effective June 18, 1992; \$25.90 per day effective May 1, 1993; \$26.80 per day effective May 1, 1994.

\* For the purpose of this Section, 'declared **assembly point**' is a material yard, field office or other location that may from time to time be designated by the Employer as a location for assembling prior to leaving for the work location.

- (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 distance 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.

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

1201  
Room and  
Board  
Allowance

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

- 0 An Employer may supply either:
  - (a) free room and board in camp or a good standard of board and lodging; or
  - (b) a subsistence allowance; or
  - (c) a travel allowance.

. For the purpose of this Section "regular residence":

1. **The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and**
2. **The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee obtains temporary accommodation for that work location.**
3. **For metropolitan areas (Toronto and Hamilton) the calculation of distance shall be the employee's regular residence.**
4. **For all other areas, the calculation of distance shall be based on the location of the city or town hall of the municipality where an employee maintains a self-contained domestic establishment described above. In those municipalities where a city or town hall does not exist, then the post office serving his self-contained domestic establishment will apply.**

(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 subsistence allowance as follows:

REV

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

REV

(b) When an employee's regular residence is more than **97** radius kilometers from the work location and the employee commutes to work daily, the employee shall receive **\$25.00** per day, effective June 18, 1992; **\$25.90** per day May 1, 1993; and **\$26.80** per day effective May 1, 1994, 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 1200 and Subsection 1201, 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 **existin** services in camps at **\$25.00** per day. This will be **applie8** on the following basis:

0 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 an **authorized** representative of **his** Employer.

0 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 is absent from work without approval on Friday and who remains in camp 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 works the Friday and who remains in camp 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.

D 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.

1202  
Travel  
Time

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

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

C. On normal working days an employee will be paid his straight-time rate for all time spent travelling from his assembly point to his work location.

D. On Saturdays, Sundays and Recognized Holidays identified in Subsection 905 A, B and C, an employee will be paid his premium rate for all time spent travelling from his assembly point to his work location.

E. An employee will travel up to a maximum of one hour on his own time when returning from his work location to his assembly point.

(i) On normal working days an employee will be paid his straight-time rate for all time spent travelling in excess of one hour.

(ii) On Saturdays, Sundays and Recognized Holidays identified in Subsection 905 A, B and C, an employee will be paid his premium rate for all time spent travelling in excess of one hour.

1203  
Initial and  
Return  
Travel and  
Transportation  
REV

A . On recruitment of tradesmen who live between 97 and 161 radius kilometers from the work location, the Employer shall pay \$20.00 for the initial trip to the work location.

B. On recruitment of tradesmen who live beyond 161 radius kilometers from the work location, the Employer shall pay 29¢, effective June 18, 1992 per radius kilometer, plus travel time based on one hour's pay for each 80 radius kilometers, or part thereof, of travel to a maximum of 8 hours' pay for the initial trip to the work location from where the tradesman lives or the Local Union Referral Hall, whichever is closer to the work location.

- C. To qualify for payment in **Items A or B**, the employee must **be engaged in construction industry work for the Transmission Systems Division or Miscellaneous Projects 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 qualified for payment as a result of Item C above, shall be entitled to return travel expenses calculated in the same manner **as in Items A or B above for the return trip from the current work location to where the tradesman lives or Local Union Referral Hall, whichever is closer to the current work location.** An employee whose employment terminates for **any** reason other than reduction of staff shall not be eligible for return payment.
  - E. At the end of each three **(3)** months of continuous employment at a construction site where **the** employee **resides** in a camp or a camp situation, he shall receive eight **(8)** hours' pay at his appropriate straight time rate to **assist** in defraying costs of returning home.
- 1204  
Use of  
Personal  
Vehicle  
REV
- 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¢)** **effective June 18, 1992, per kilometer travelled** for such use of his vehicle.

SECTION 13 **TOOLS AND CLOTHING**

1300  
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 **practice** **separate facilities for storing the tools**, but **shall not be held responsible for losses, except as noted** hereunder:
  - 0 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 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.**

\* ***Notwithstanding the attached tool list, this Agreement does not alter existing agreements operative between individual Employers and other Local Unions of the IBEW with respect to the provision of tools.***



- (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 or standoff employees will be allowed reasonable time to return tools.

**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.

**1301**  
Protective  
Clothing &  
Equipment  
REV

**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 flame resistant 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 footwear.

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

- C. The Employer agrees to supply gloves as required to employees engaged on line work and station work when the nature of the work involves the use of synthetic ropes or galvanized steel.
- REV D. Protective clothing and equipment (including gloves, coveralls and fire resistant 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 resistant coveralls) and rainwear upon completion of the work involved.

**SECTION 14 GRIEVANCES AND ARBITRATIONS**

**1400  
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. 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 Field Construction Manager. 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 Field Construction Manager shall investigate the grievance and convene a meeting which he or the Accredited Union Representative considers necessary to resolve it. The Field Construction Manager shall give his reply on the prescribed form to the Accredited Union Representative within five (5) working days from the date of the First Step meeting.

Copies of completed grievance forms signed by the appropriate parties shall be filed by the Field Construction Manager with the General Manager of EPSCA and by the Accredited Union Representative with the Business Manager of Local Union 1788.

If a First Step grievance meeting is considered appropriate, the management Committee shall comprise the Field Construction Manager 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

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 Business Manager of Local Union 1788.

The EPSCA Grievance Officer shall investigate the grievance and convene a meeting which he or the Business Manager of Local Union 1788 considers necessary to resolve it and give his reply on the prescribed form to the Business Manager of Local Union 1788 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 the Business Manager of the Local Union 1788 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.**

1401  
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 1400, 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.

1402  
No Strike-  
No Lockout

## **SECTION 15 COMMITTEES**

1500  
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 Executive Board of Local Union 1788.

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

The Committees may also consider matters related to construction safety.

1501  
Apprentice-  
ship  
Committees

- A. A Joint Apprenticeship Council (JAC) shall be established and shall meet on a regular basis. This Council shall consist of an equal number of members of the Union and representatives of the Employers. 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 JAC 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 RSO 1970 as amended.
- C. All founding documents and/or agreements, and terms of reference establishing and guiding the activities of the JAC 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 JAC in accordance with the procedures established under the JAC 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 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 the 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:

1502  
Joint Lineman  
Apprentice  
Committee

- (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 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 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 JAC is unable to reach an agreement on any matter concerning apprenticeship, the issue shall be referred to the Executive Committee for their decision.**
- A. **A Joint Lineman Apprenticeship Council (JLAC) shall be established and shall meet on a regular basis. This Council shall consist of an equal number of members of the Union and representatives of Ontario Hydro.**
- B. **The parties agree that the apprenticeship training program is intended to prepare the apprentice to write the certificate of qualification for the appropriate lineman certificate. (R.S.O. 1980 as amended).**
- C. **The Ontario Hydro/IBEW Local Union 1788 Lineman Apprenticeship Council shall be responsible for revising, guiding and maintaining the Ontario Hydro/IBEW Local Union 1788 Lineman Apprenticeship training program. The Joint Lineman Apprenticeship training Council will be concerned with the training and development of Lineman Apprentices employed by Ontario Hydro and Employers while working under this collective agreement.**
- D. **It is the intent of the Council to adopt operating rules and conditions consistent with the needs of Ontario Hydro and Lineman Apprentices in accordance with the Terms of Reference.**
- E. **Apprentices shall be hired by Ontario Hydro and Employers, as and when required, from a pool of qualified apprentices established by the JLAC in accordance with the procedures established under the JLAC Terms of Reference.**

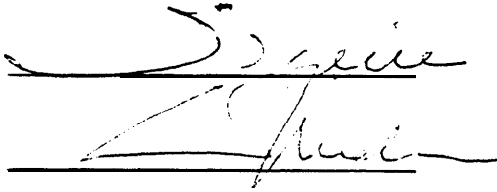
SECTION 16 LUNCHROOM FACILITIES

1600  
Lunchroom  
Facilities

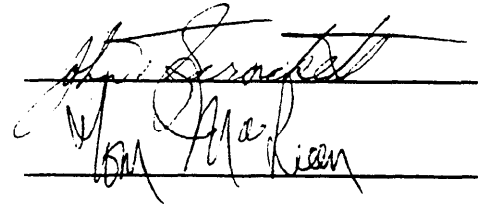
- A. The Employer will provide clean and adequately heated facilities for employees to eat their lunch where such facilities may reasonably be provided. These facilities are to include adequate space with tables and benches and are to be separated from storage areas.

Dated at Toronto this 14<sup>th</sup> day of December, 1992.

FOR: THE ELECTRICAL POWER  
SYSTEMS CONSTRUCTION  
ASSOCIATION



FOR: LOCAL UNION 1788  
OF THE INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS





## TOOL LIST

All journeymen electricians are required to have the following tools:

- Centre punch
- 1/2" Cold Chisel
- Half-round File
- Ball Peen Hammer
- Adjustable Hacksaw Frame
- Knife
- Medium Level
- 5 Prs of Pliers - 8" Sidecutters, Diagonal,  
Longnose and 2 pairs of  
Channellock
- 6 Screwdrivers, Robertson and Standard Types
- 6" Square or Combination Square
- 6' Folding Wood Rule
- Small Tap Wrench
- Tool Box
- Tool Pouch and belt for hand tools

### Lineman Tool List

- 1 Tool Box and lock
- 1 Ball Peen Hammer
- 1 Jackknife or Stripping Knife
- 1 9" Pliers
- 1 6' Folding Wood Rule
- 1 Screwdriver, fiat blade, 8"
- 1 8" Adjustable Crescent Wrench
- 1 10" or 12" Adjustable Crescent Wrench
- 1 Set Belt and Spurs\*
- 1 Nut and Bolt Bag\*
- 1 Ratchet Handle with Sockets (sizes as required)\*
- 1 Spud Wrench\*
- 1 L Wrench\*

### Groundman 1 st Year Tool List

- 1 Ball Peen Hammer
- 1 9" Lineman's Pliers

### Groundman 2nd Year and Groundman 3rd Year Tool List

- 1 Ball Peen Hammer
- 1 Jackknife or Stripping Knife
- 1 9" Lineman's Pliers
- 1 6' Folding Wood Rule
- 1 8" Screwdriver, fiat blade
- 1 8" Adjustable Crescent Wrench
- 1 10" or 12" Adjustable Crescent Wrench

\* Applies to Contractor Employees Only.

**LOCAL UNION 1788 APPENDIX**

**Applicable to Ontario Hydro Employees Only**

**to the**

**PRINCIPAL AGREEMENT**

**for Transmission System Construction in the  
Electrical Power Systems Sector**

**BETWEEN**

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

**and**

**LOCAL UNION 1788  
of the  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
(hereinafter called the "Union")**

**May 1, 1992 - April 30, 1995**

LOCAL UNION **1788** APPENDIX

Applicable to Ontario **Hydro** Employees Only

SECTION 1 **SENIORITY**

100  
Seniority

- 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.
- 0** The retention of employees who are members of Local Union **1788** and covered by this Agreement in the Employer's service shall be governed by this Section.
- (ii) For the purposes of this Section, there shall be nine **(9)** classifications of employees:
- Electrician Journeyman (including Subforeman)
  - Electrician Apprentice
  - Lineman Journeyman (including Subforeman)
  - Lineman Apprentice/Learner
  - Groundman (including Groundwork Subforeman)
  - Groundman Operator (including Groundwork Subforeman)
  - Groundman Driver (including Groundwork Subforeman)
  - Utilityman (including Groundwork Subforeman)
  - Communications Electrician
- (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 **(ECD)**.
- (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.

- (vi) Subject to (iii) and (iv) above, the following conditions shall **apply**:
- (a) Employees shall qualify for consideration under this Section when they have nine **(9)** months' seniority.
  - (b) in the event of a reduction of staff (excluding standoffs), the Employer will decide which of the classifications listed in (ii) will be affected.
  - (c) In the event of a reduction of staff (excluding standoffs), employment retention by seniority shall be as follows:
 

nine <b>(9)</b> months to <b>two (a) years</b>	- seniority in - employee's own work <b>group</b>
<b>two (2) to five (5) years</b>	- seniority within a - Superintendent's responsibility
over five <b>(5)</b> years	- seniority province <b>wide</b> in Lines, <b>Stations</b> and Miscellaneous Projects

Note: "work group" is that **organizational** unit reporting to a General Foreman.

- (d) When relocating employees as a result **of the** application of this Section, the Employer shall provide transportation or pay the equivalent of the cost of public transportation or mileage, whichever is deemed appropriate by the Employer, 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 **eight (8)** hours **per** day.

**B.** in cases involving reduction of staff, an employee will not lose **his** service credit unless he has a break in service of greater than **six (6)** months. An employee terminated for any of the **following** reasons will not lose his service credit unless he has a break in service of greater than three **(3)** months:

- (i) discharge for cause;
- (ii) voluntary termination;

- (iii) layoff necessitated by refusal to accept a transfer resulting from the implementation of the Seniority Clause.

## SECTION 2 VACATION PAY

### 200 Vacation Pay

- A. For employees covered by this Appendix, payment of vacation and **recognized** holiday pay shall be made weekly .

### 201 Vacation Entitlement

- A. Annual vacation shall be as follows: fifteen working days' vacation in the calendar year in which the employee completes one year of **service\*** and, in special circumstances, an additional five working days' vacation in the calendar year in which he completes two years of service **providing** work scheduling will permit.

The employee will take his vacation entitlement at the time approved by **Line** Management.

## SECTION 3 TRANSFER OF EMPLOYEES

### 300 Transfer of Employees

- A. The Employer **reserves** the right to transfer employees to meet its needs, having regard for the special requirements of transmission, transformation and Miscellaneous Projects 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 **may** only elect to provide transportation when no reasonable means of public or personal transportation is available to the transferring employee. The Employer shall also pay travelling time relative to the mode of transportation at the appropriate straight-time rate up to a maximum of eight (**8**) hours per day.
- B. Employees who are receiving subsistence allowance shall be **notified** of all potential transfers or layoffs no later than Friday of the previous week when possible.

- \* ***Service will be calculated based on an employee's Established Commencement Date.***

301  
Transfers  
for line  
work

A. When making decisions regarding the transfer of individual- employee+ or crews for line work, the Employer shall adhere to the transfer process detailed in subsections **B** and **C**, subject to the following exclusions from application:

- 0 Transfers within a Superintendent's jurisdiction.
- 0 Individual employees and crews with **specialized** skills.
- (iii) Foremen.
- (iv) Apprentice/learner linemen.
- 0 Groundmen **1st** period, and groundmen **2nd** period.

**B. . Individual Transfers**

- 0 Prior to implementing any transfers of Individual employees for line work, the Employer shall identify the work location requiring additional manpower and the work location with staff available for transfer. The Employer shall first attempt to satisfy a requirement for **additional** manpower by considering any outstanding requests for transfers which are on file and requesting volunteers from the work location with available manpower.
- 0 if there is an insufficient number of volunteers to meet manpower requirements, the Employer shall request additional volunteers from the "**Work Group**" covering the above work location.
- (iii) Volunteers from the appropriate classification will be transferred to meet manpower requirements.
- (iv) If after soliciting **volunteers** through steps (i) and (ii) there are still insufficient volunteers, then the most junior **person** in the **appropriate** classification within the "**Work Group**" will **be** transferred.

**C. Crew Transfers**

- 0 Crew transfers will be of a temporary nature and last no more than six **(6)** weeks in duration. Subject to the approval by the **Union**, crew transfers may be extended beyond six **(6)** weeks in duration.

302  
Transfers  
for station  
work.

0 Prior to selecting the crew(s) to transfer for line work, the Employer will identify the location requiring the additional crew(s) and the work location having the available crew(s) for transfer.

A. When making decisions regarding the transfer of employees for station work, the Employer shall adhere to the transfer process detailed in subsection B, subject to the following exclusions from application:

0 Transfers within a Superintendent's jurisdiction.

0 individual employees with **specialized** skills.

(iii) Foremen.

(iv) Electrician apprentices in conjunction with the mandate of the Joint Apprenticeship Council on transfers.

B. Transfers

0 Prior to implementing any transfers for station work, the Employer shall identify the work location requiring additional manpower and the Superintendent with staff available for transfer. The employer shall first attempt to satisfy a requirement for additional manpower by considering requests for transfer from volunteers.

0 if there is an insufficient number of volunteers to meet manpower requirements, the Employer will select the most junior person in the appropriate classification under the Superintendent to be transferred.

(iii) Exception: When the superintendent has responsibility for an unusually large geographic area, the Employer will transfer the most junior person from the appropriate classification within the "Work Group".

it is agreed that the current **geographic** area of the Superintendent in the **North** falls under this exception rule. Any extension of the application of this exception will be made by mutual agreement.

303  
Health &  
Safety  
Represent-  
atives  
NEW

- A. The designated certified Health & Safety Representative and certified alternate, Joint Health & Safety Committee members; Health & Safety Representatives, and Union Safety Representative shall be excluded from the transfer provisions. These individuals will be transferred by joint **agreement** of the Superintendent and the Local Union **1788 Business Manager** based on the overall health, safety and efficiency needs of both parties.

#### SECTION 4 **VOLUNTARY TERMINATION**

400  
Voluntary  
Termination

- A. An employee who voluntarily terminates his employment shall not be referred to the same Employer for a period of 3 months without the prior written consent of the Employer. The employer will make every effort to transfer employees as near as possible to their regular residence as the work permits.

#### SECTION 5 **WORK PROGRAM REVIEW**

500

- A. Ontario **Hydro** will hold a meeting semi-annually, with the Union, to review the current and anticipated work program falling within the scope of this collective agreement.

#### SECTION 6 **MATERNITY LEAVE**

600

- A. 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 7 **STANDING COMMITTEE**

700

- A. The parties agree that a joint committee will be established consisting of Lines and Station management and the Executive Board of **LU 1788** which shall meet on a semi-annual basis to address issues of mutual concern and when deemed necessary make recommendations to the appropriate authorities.



AGREEMENT NUMBER: 02693-04

**CAIRS INDEX**

Effective Date:		Expiry Date:	
Settlement Date:		Wage Reopen Date:	
Sector 1:	<b>Construction</b>	NAICS Code:	<b>2313</b>
Sector 3:	<b>Private Sector</b>	Metro Area Code:	<b>887</b>
		Province:	<b>Ont.</b>
Jurisdiction:	<b>30 - PROV</b>	Responsibility Code:	<b>MAR</b>
Number of Employees:	<b>400</b>	Settlement Stage:	<b>OTH</b>
Structure of CB:	<b>11211</b>	Current Agreement Ind:	<b>C</b>
Duration of Negotiations:	<b>6</b>	Duration of W.C. :	

**TOMBSTONE FILE**

Date of First Agreement on File:	<b>1982/05/01</b>	Activity Code:	<b>A</b>	Strat. Ind.:	<input checked="" type="checkbox"/>
Joint-Bargaining Number of Employees:		Sample Indicator:	<b>Sample</b>		
Fishing/Working-Condition:		Copy Code:			
Master Agreement Number if Member of Joint-Bargaining Unit:					

Company Name: \_\_\_\_\_ Official Language: **English**  
 English: **Elec.Power Syst.Constr.Assn.(IBEW Line & Stn.)**  
 French: **Electrical Power Systems Construction Association**

Occupation(s):  
 Code: **025** Description: **electricians**

Union(s):  
 Code: **0161** Local: **1788**

Name: **International Brotherhood of Electrical Workers**

Affiliation Code: **1** Affiliation Desc.: **AFL-CIO/CLC**

Location(s):  
**province-wide, Ont.**

Health Plan Codes:  
 Health: \_\_\_\_\_ Insurance: \_\_\_\_\_ Pension: \_\_\_\_\_ Other: \_\_\_\_\_

*DELETED  
 FROM CAIRS  
 & DEACTIVATED*