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NOMBRE D'EMPLOYÉS	44?		

COLLECTIVE AGREEMENT

between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

and the

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

May 1, 2004 - April 30, 2010

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EPSCA / IRON WORKER COLLECTIVE AGREEMENT

GENERAL NOTE

This Collective Agreement distinguishes between two broad categories of work; namely, work that is covered by the "*modified provisions*" of this construction agreement and work that is not. "*Modified provisions*" apply to **all** work on Lines & Stations and **most** work on existing generating sites. Following is a more detailed explanation:

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

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

Article **41** - contains the "*Modified Provisions of this Construction Agreement*". All terms of this collective agreement shall apply to work covered by Article **41**, with the exception of Article **23** - Overtime Rates. Article **23** does not apply when working under the terms and conditions of the '*modified provisions*', as it is replaced by Article **41.4**.

When work does not fall within the jurisdiction of Article **41**, all terms of this agreement, with the exception of Article **41**, apply.

A chart to illustrate the above applications follows:

Lines & Stations - Existing and New Sites	Generating - Existing Sites <u>Excluding</u> construction of new facility (new function) &/or new (additional) generating unit(s)	Generating - Existing Sites Involving construction of new facility (new function) &/or new (additional) generating unit(s)	Generating - New Sites (ie. Greenfield Work)
Use Article 41 - Modified Provisions for Overtime Rates	Use Article 41 - Modified Provisions for Overtime Rates	Use Article 23 for Overtime Rates	Use Article 23 for Overtime Rates

EPSCA/IRON WORKERS COLLECTIVE AGREEMENT

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COLLECTIVE AGREEMENT

by and between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(hereinafter called EPSCA)

and the

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

(hereinafter called the Union)

* * * * *

WITNESSETH

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

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

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

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

Article 1

RECOGNITION

- 1.1 EPSCA recognizes the Union as the exclusive bargaining agency for a bargaining unit as defined in Section 1.4 engaged in
- (i) all construction industry work under the responsibility of Design and Construction Branch (including Generation Projects Division and Transmission Systems Division),
 - (ii) all Major* construction industry work which is tendered/contracted for other than the Design and Construction Branch and,
 - (iii) work performed by the Design and Construction Branch for any Operations branch of Ontario Power Generation Inc (OPGI), Bruce Power LP and Ontario Hydro Services Company (OHSC) [formerly 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.

REV

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

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

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

- 1.2 The Union recognizes EPSCA as the sole and exclusive collective bargaining agency for all of the Employers covered by this Agreement, and in all matters pertaining to the administration of this Collective Agreement.

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

1.3 The term "employee" shall include all employees of the Employers in the classifications as set out in Section 1.4 below.

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

<i>IRON WORKERS</i>	<i>Journeyman Iron Worker**</i>
<i>Foreman</i>	<i>Rigger</i>
<i>Subforeman</i>	<i>Industrial Door Mechanic</i>

1.5 The term "Employers" shall include individual members of EPSCA and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or any person who is bound by the terms and conditions of this Agreement.

1.6 The classifications referred to in Section 1.4 do not establish craft jurisdiction. Such jurisdiction is established in accordance with Article 6 of this Collective Agreement.

*** This classification includes, but not limited to, the following job titles:*

<i>Machinery Mover</i>	<i>Layout Man</i>
<i>Window Mechanic</i>	<i>Field Fabricator</i>
<i>Precast Erector</i>	<i>Structural Erector</i>
<i>Pile Driver</i>	<i>Instrument Surveyor</i>
<i>Ornamental Miscellaneous</i>	<i>Welder</i>
<i>Steel Erector</i>	<i>Apprentice</i>
<i>Tower Crane Erector</i>	<i>Fence Erector</i>
<i>Finisher (window and</i>	<i>Fence Erector Helper A</i>
<i>Curtain Wall) Installer</i>	<i>Fence Erector Helper B</i>
<i>Sheeter</i>	

excepting those described hereunder:

- (i) *Employees as set out in Section 1.4 above, employed by an Employer signatory to the National Agreement for Canada, Stacks - Chimneys - Silos, when performing work covered by the scope of that Agreement.*

Article 2

EXECUTIVE COMMITTEE

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

Article 3

UNION REPRESENTATIVES

- 3.1 The Senior Representative of the Union will designate Local Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement on the basis of not more than two (2) representatives from the Union for each Project and suitable number for each Lines and Stations Construction Zone. The Union will notify 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. The Union undertakes that these representatives will not hinder or interfere in any way with the said work.

Article 4

STEWARDS

- 4.1 The Accredited Union Representative shall inform the appropriate EPSCA Representative in writing of the names of all stewards as they are appointed and when they cease to act as stewards. There shall not be more than one (1) steward per Employer unless the Employer and Union mutually agree that more stewards are required. A steward shall exercise his duties only in respect to employees of his Employer. A steward shall obtain permission from his immediate supervisor before leaving his work area for Union business. Such permission shall not be unreasonably denied. No Foreman or Subforeman shall be permitted to act as a Steward.

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

- 4.2 The steward shall be supplied by his Employer with a list of employees hired, discharged and to be laid off.
- 4.3 In the event of a work stoppage or threat of a work stoppage, or any other employee activity prohibited by this Agreement, affected stewards, in keeping with their responsibilities, as it is incumbent upon all Union representatives, shall immediately do all in their power to ensure that the prohibited action of the employees is prevented or stopped.
- 4.4 The Union shall be given written notice before a steward is released by the Employer, and under normal conditions, the steward will be the last employee retained by the Employer in a layoff situation, provided the steward is able to perform the work required.
- 4.5 A Union steward will not be transferred to another project unless mutually agreed to by the Employer and the Accredited Union Representative.
- 4.6 A steward shall be given the first opportunity to work overtime. When a crew not containing a steward is required to work overtime, one (1) member of the crew will be replaced by a steward in order that a steward may be present for overtime hours worked.

Article 5

ADVANCE NOTICES

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

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

Article 6

WORK A

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

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

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

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

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

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

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

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

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

Article 7

JURISDICTIONAL DISP

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

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

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

- (b) In the event of a jurisdictional dispute, the Employer will make an assignment for the work in dispute in accordance with the Procedural Rules and Regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. If the jurisdictional dispute cannot be settled on a local basis by the Unions

involved, it shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. The parties will settle such jurisdictional dispute in accordance with procedure as outlined by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry of the Building Trades Department, AFL-CIO or any successor agency of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry authorized by the Building Trades Department.

- (c) Where a local of the Union is in disagreement with an Employer's work assignment, the Employer shall supply the Accredited Union Representative with a copy of the evidence submitted by the other

union(s) involved along with drawings and/or prints plus a description of the work or process in dispute from a qualified representative of the Employer when requested.

- (d) When a jurisdictional dispute exists between unions and upon requests by the Ironworkers, the Employer shall furnish the International Representative a signed letter from a duly authorized official of the company on Employer stationery, stating whether or not the Union was employed on specific types of work on a given project.

7.2 In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the Administrator of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for resolution. The Union and Employer involved shall advise EPSCA respectively, in writing, of an intent to submit a jurisdictional dispute to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry and will identify the work in question. The arbitration decision will be final and binding on the parties to this Agreement.

7.3 EPSCA shall have direct recourse to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry when the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry has under its consideration a dispute involving the assignment of work being done by employees who are covered by this Agreement.

7.4 In the event that the Plan for the settlement of Jurisdictional Disputes in the Construction Industry fails to render a decision within sixty (60) days of the disputed assignment being referred to the Plan, EPSCA, or the Union, shall have recourse to the Ontario Labour Relations Board.

- 7.5 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the OLRB, the arbitration board panel appointed by the Ontario Labour Relations Board pursuant to the Act is not authorized to award damages in respect of a mis-assignment of work only in circumstances where the other union(s) involved in the proceedings is (are) equally restricted in their ability to claim for damages. However this paragraph 7.5 shall not apply where the Jurisdictional Dispute and the mis-assignment of work involves the same employer and the same work previously the subject of a Jurisdictional Dispute before the OLRB or the Plan.
- 7.6 The board panel appointed by the OLRB will govern its decision pursuant to its normal criteria.
- 7.7 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the OLRB, the decision of the panel of the OLRB will be final and binding upon the parties to this agreement with no further recourse to the Plan on the issue decided by the OLRB.

Article 8

UNION SECURITY

8.1 UNION MEMBERSHIP

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

8.2 CHECKOFF

The Employer will deduct amounts specified in the current EPSCA wage schedule for each hour paid for each employee covered by this Agreement.

The Employer will forward same to the Financial Secretary of the Local Union where the work is being performed, postmarked not later than the fifteenth (15th) day of the month following the month for which the deductions are made. This amount is for working dues assessment and will be deducted from gross wages and identified on the employee's pay statement. The Union shall indemnify EPSCA and the Employers for any liability arising from the deduction of initiation fees or dues.

- 8.3 Where an employee works in more than one (1) Local Union territory for a week or less, the Employer will forward deductions to the Local Union in whose territory the employee worked the greater percentage of hours.
- 8.4 The Union through its International Office will notify EPSCA, in writing, of any changes to initiation fees and dues. Within three (3) weeks of receipt of an acceptable written notice any changes to such fees and dues will be implemented. The effective date will be the date of implementation.

Article 9

EMPLOYMENT

- 9.1 (a) For purposes of this Article, a geographic area will be established for each Project and geographic areas for each Lines and Stations Zone. The size of these geographic areas will be dependent upon the location of the work.
- (b) The boundaries of the geographic areas will be jointly established at pre-job conferences.
- 9.2 An office will be established by EPSCA, or the Employer with the approval of EPSCA, for each Project and each Lines and Stations Zone. A purpose of this office will be to coordinate employment as specified in this Article.
- 9.3 EPSCA, or the Employer with the approval of EPSCA, and the Union will exchange the names of their representatives in each of the areas described in Section 9.1(a), who will be responsible for cooperating in the referral and employment of reliable and competent Union members.
- 9.4 EPSCA, or the Employer with the approval of EPSCA, will notify the Union ~~of~~ all manpower required for all work to be undertaken by Employers coming under the scope of this Agreement. All employees employed under the terms of this Article will be required to obtain a referral slip from the Local Union having jurisdiction for the geographic area except as noted in Section 9.5(b) below. All employees will report to the EPSCA/Employer referral office prior to starting work.
- 9.5 (a) The Employer shall have the right to request Union members from that Local Union having jurisdiction for the geographic area by name, in writing, who shall be issued a referral slip by the Local Union. The number of employees so

requested shall not exceed fifty percent (50%) of the employees supplied to the job by the Local Union, subject to the Local Union being able to supply.

- (b) Employee members who are transferred within the territory of their Local Union including sector to sector by an employer will not require an additional referral slip. The parties agree that there is no restriction on the number of employees so transferred. However such transfers will not result in layoff of employee members presently on these projects.
- (c) When Union members are transferred from one (1) Local Union territory to another, including sector to sector, the number of Union members will not exceed forty percent (40%) of the total crew on the job unless approval is obtained from the Local Union office. Such transferred Union members must secure a referral slip from the Local Union in whose territory the work is being performed. However, before members are transferred from one (1) Local Union territory to another, the Employer shall contact the Local Union Business Agent of the territory where the work is to be performed.
- (d) The transfer of employees by an Employer will not result in a lay-off of the Employer's existing employees at the project before 14 days or the completion of the project whichever is earlier.
- (e) The Employer shall have the right to recall former employees provided that:
 - (i) The employee being recalled is a Local Union member in good standing.
 - (ii) The employee has not worked for another employer since being laid off.

Recalled employees, if not named, shall not be considered as name hires and the number of employees recalled will not affect the name hire percentage in Section 9.5 (a).

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

- (a) The EPSCA office, or the Employer with the approval of EPSCA, will request the appropriate Local Union office for tradesmen and apprentices required. The request will include a description of the work, the number of tradesmen and apprentices required, and the name of the Employer for whom the tradesmen and apprentices will be working.
- (b) The Union members who are resident in the designated geographic area will be referred by the Union for employment through the EPSCA/Employer's office. **As**

much as their out-of-work list will permit, the Union will supply members on a fanout basis from the project or work location.

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

- (c) **If**, after a request has been made, the Union is unable to supply sufficient tradesmen and apprentices to meet the manpower requirements of the Employers, the Employers may employ tradesmen and apprentices who are resident within the geographic area. Such tradesmen and apprentices shall comply with the requirements of the Union Security Article of this Agreement.

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

- (i) No replacement shall take place within five (5) working days of the end of the job.
- (ii) The Local Union shall provide the Employer with, a minimum of two (2) working days notice when an employee is to be replaced.
- (iii) Notwithstanding Article 28, the local members who replace probationary employees shall not be entitled to initial travel monies and the probationary employees being replaced shall not be entitled to return travel monies.
- (iv) The Employer shall decide which probationary employee or employees shall be replaced.
- (v) This provision will not be cause for grievance by any probationary member.
- (vi) Employees will be laid off in the following sequence:
 - 1. Probationary Members
 - 2. Out-of-Province Members
 - 3. Ontario Travel Cards/Local Members where the work is being performed maintaining the ratios of Local Union members to Travellers as specified in Article 9.5 (c).

- (d) Once the supply of suitable tradesmen and apprentices within the geographic area has been exhausted and additional tradesmen and apprentices are required, EPSCA, or the Employer with the approval of EPSCA, will contact the International Representative or his designee, in order to determine whether suitable Union tradesmen and apprentices are available outside of the geographic area. EPSCA, or the Employer with the approval of EPSCA, will cooperate in providing employment to such Union tradesmen and apprentices on the basis that they be supplied from the nearest location where they are available.

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

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

- 9.7 Re-employment as required by the Workers' Compensation Board shall not be a violation of this collective agreement nor be subject to the provisions of Article 9.

Article 10

[AND SUBFOREMEN]

- 10.1 It is understood that foremen and subforemen hold key positions in the relationship between the Employers and the Union. Both parties agree that every effort should be made to recruit and retain foremen and subforemen who have a high degree of efficiency in the performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employers and the Union will make every effort to minimize problems that may arise which concern the relationship between the foremen and subforemen, the Employers and the Union.
- 10.2 The parties recognize the responsibilities of foremen and subforemen to discharge their managerial duties. If the Union feels that the foreman or subforeman is not discharging his managerial duties in a manner that is fair and equitable, or if an Employer feels that the Union is interfering with the foreman or subforeman in the performance of his managerial duties, the Employer or the Union may refer the problem to the Executive

Committee for resolution. If the matter cannot be resolved by the Executive Committee, the grievance procedure may be invoked by either party.

- 10.3 The selection and retention of foremen and subforemen will be the responsibility of the Employers. When making appointments to the foreman and subforeman level, the Employers will give first consideration to those local journeyman ironworkers they presently employ on site. When making appointments to the subforeman level, the provisions of Article 9.5(c) employment will be maintained.
- 10.4 The foremen's differential shall be \$3.00 above the journeyman's rate as set out in the wage schedules. The subforeman's differential shall be \$2.50 above the journeyman's rate as set out in the existing wage schedules. The rates of pay for all foremen and subforemen covered by this Agreement will be set forth in the current wage schedules. EPSCA will provide the Union with current wage schedules.
- 10.5 Adequate Ironworker supervision shall be employed on all overtime work where a crew is required.
- 10.6 Where the crew size is **six (6)** or less, including the foreman, the foreman may work with the tools of the trade. The foreman may not be used to replace a journeyman on overtime.

Article 11

MEMBERS ON RIGS

- 11.1 Not less than four **(4)** employees and a foreman or subforeman shall be employed on or around mobile or power operated rigs of any description used on structural steel erection. When mobile or power operated rigs are used for other than structural steel erection, the number of employees required on said rig shall be determined by the foreman or subforeman who, after conferring with the steward, shall keep in mind the safe and efficient operation of the job.

Article 12

AI

- 12.1 The Employer and the Union agree to participate in the Apprenticeship Program through the auspices of the Employment Training Branch, Ministry of Education and Training. To that end, the Employer agrees to employ a full complement of apprentices who are duly registered with the Employment Training Branch, Ministry of Education and Training.
- 12.2 One (1) apprentice shall be permitted for the first journeyman employed by the Employer, plus one (1) additional apprentice for each additional five (5) journeymen on all work.
- 12.3 After a six thousand (6,000) hour term of apprenticeship, the apprentice must satisfy the requirements as set out in the Apprenticeship and Tradesmen's Qualification Act and applicable regulations pertaining to Ironworkers, and when he has successfully completed same, he shall be paid at the prevailing journeyman rate.
- 12.4 The rates of pay for apprentices covered by this agreement will be set out in the wage schedules attached hereto.
- 12.5 When an apprentice leaves employment to attend trade school, the Employer agrees to hire another apprentice to take his/her place for the period of time the apprentice is in attendance at school.

Article 13

PAY E

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

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

13.2 ON TERMINATION

- (a) **An** employee who voluntarily terminates his employment will be provided his final pay on the next regular pay day.
- (b) An employee who is laid off will have his final pay mailed to his regular residence*, or as otherwise requested by the employee, by priority post within 5 days of termination.
- (c) An employee who is discharged shall be provided with his final pay immediately if the Employer's pay facilities are on site or as per Section 13.2(b) if the Employer's pay facilities are not on site.

- (d) Included in an employee's final pay will be vacation and recognized holiday pay owing him, his UIC, Record of Employment Form.
- (e) No employee shall be laid off during the first four **(4)** hours of his shift.
- (f) When an employee is laid off from a job where he **is** accommodated in a camp, he will be paid one (1) hour at the applicable straight-time rate to check out of camp.
- (g) Should an Employer fail to provide an employee such wages and/or forms as required above within the prescribed five (5) working day time period, then said employee shall be paid any waiting time in excess of the five **(5)** working day time period at straight-time rates of pay applicable to the regular working hours.

Article 14

WAGES

14.1 **REV** Effective July 13, 2004, and until April 30, 2010, the rates of pay for employees in the classifications listed in Article 1 of this Agreement and working in Generation Projects, Miscellaneous Projects and Lines and Stations Construction shall be as set forth in the wage schedules attached hereto.

Article 15

ZE HOLIDAYS

15.1 The holidays recognized under this Agreement are:

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

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

- 15.3 Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday, it shall be observed either on the preceding Friday or following Monday.
- 15.4 EPSCA reserves the right to change the day of observance of Canada Day to the preceding Monday if it falls on Tuesday and to the following Friday if it falls on Thursday.

Article 16

VACATION AND RECOGNIZED HOLIDAY PAY

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

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

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

Article 17

WELFARE AND PENSION PLANS

- 17.1 For each of his employees working within the territorial jurisdiction of Locals 700, 721, 736, 765, 786, and 759 the Employer agrees to pay welfare contributions on his behalf to the Ironworkers' Central Welfare Fund.
- 17.2 For each of his employees working within the territorial jurisdiction of Locals 700, 721, 736, 765, 786 and 759, the Employer agrees to pay pension contributions on his behalf to the Ironworkers' Ontario Pension Fund.
- 17.3 The Union agrees to supply the Employer with all necessary information regarding these welfare and pension plans, including all administrative material that is required.
- 17.4 The amount(s) of welfare and pension contributions to be paid will be set out in the wage schedules attached hereto.
- 17.5 Contributions shall be postmarked by the fifteenth (15th) day of the month following the month in which the hours were paid and at no time will the contributions be paid directly to the employee. A penalty of three percent (3%) of any unpaid amount of contributions shall become due and payable to the applicable plan by a contributing Employer on the sixteenth (16th) day following the day designated for postmark by the Collective Agreement. A further charge of three percent (3%) of any monies owing shall become due and payable on the expiry of each succeeding thirty (30) day period until all monies due and owing including both contribution and charges) have been paid.
- 17.6 Any changes in welfare or pension plan contributions recognized under this Agreement will be confirmed in writing by the Union to EPSCA before such changes are put into effect. Within three (3) weeks of receipt of an acceptable written notice, such changes will be implemented. The effective date will be the date of implementation. Should the welfare or pension plan contributions change during the term of this Agreement then an adjustment shall be made to the base rate. The total wage package will not be changed.

- 17.7 The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the Union (or Council) of the failure by any Employer to pay any employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.
- 17.8 To reduce administrative costs the parties agree that the number of monthly separate remittance and deduction cheques will be kept to a minimum. (status quo)

Article 18

IRONWORKERS' TRADE IMPROVEMENT PLAN

- 18.1 Employers employing employees covered by this Agreement will contribute to the Ironworkers' Trade Improvement Plan Trust for Locals 700, 721, 736, 765 and 786, or Local 759 as applicable. The Fund is to be used for the education of apprentices, the testing of welders and any purpose deemed necessary and advantageous for the improvement of the trade.
- 18.2 The amount(s) of contributions to the Ironworkers' Trade Improvement Plan for Locals 700, 721, 736, 759, 765 and 786 will be set out in the wage schedules attached hereto.
- 18.3 Employer contributions, including nil reports, shall be postmarked by the fifteenth (15th) day of the month following the month in which the hours were paid, and at no time will the Ironworkers' Trade Improvement Plan Trust contributions be paid directly to the employees. A charge of three percent (3%) of any unpaid amount of contributions shall become due and payable to the Trust by a contributing Employer on the sixteenth (16th) day following the day designated for postmark by the Collective Agreement in effect between EPSCA and the Union. A further charge of three percent (3%) of any monies owing shall become due and payable on the expiry of each succeeding thirty (30) day period until all monies due and owing (including both contributions and charges) have been paid.
- 18.4 Employers agree to be bound by the decisions of the Trustees of the Ironworkers' Trade Improvement Plan Trust on matters pertaining to the Trust.
- 18.5 The Union agrees to supply all pertinent information regarding the Trust to the Employer.

18.6 To reduce administrative costs the parties agree that the number of monthly separate remittance and deduction cheques will be kept to a minimum. (status quo)

NEW

18.7 Wage schedule, dues and remittance changes are to be provided in writing to EPSCA and changes shall only take place during the months of April and November of each calendar year. The effective date of such changed wage schedules, dues and remittances shall be the date of issuance.

Article 19

ASSOCIATION FUND

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

Article 20

REPORTING PAY

20.1 **An** employee who reports for work at the usual starting time for his shift shall receive a minimum of two (2) hours' pay plus his appropriate daily travel or board allowance at the applicable rate when he reports for work but is unable to commence work because of circumstances beyond his control. To qualify for this allowance, the employee must remain on the job during the two (2) hour period and perform any work requested which, in the opinion or judgment of his foreman or subforeman, after conferring with the steward, can be accomplished safely.

Article 21

CALL-IN PAY

- 21.1 When an employee is called in outside of his normal hours of work, he shall receive a minimum of four **(4)**hours' work at two (2) times the basic rate plus his appropriate daily travel allowance. If the employee's normal hours of work commence within this four **(4)**hour period, the employee will be paid premium time until the start of his normal hours and will revert to his normal hourly rate at the commencement of his normal hours of work, except in the circumstances provided for in Section 23.2.

Article 22

HOURS OF WORK

22.1 One (1) or Two (2) Shift Operation

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

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

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

but not concurrently on the same work program.

Weekly hours of work will be established for a minimum of two (2) weeks. The Employer will notify the Local Union of the weekly hours of work for each work program at the site. If an Employer intends to change the weekly hours of work, a minimum of seven **(7)** days written notice shall be sent to the Local Union.

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

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.

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

NEW Shift Differential will not be paid on overtime hours.

22.2 Three (3) Shift Operation

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

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

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

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

A shift will be deemed to be established providing at least four (4) consecutive days of a shift are to be worked excluding Saturdays, Sundays and recognized holidays. If an employee is removed from their scheduled shift prior to completing four (4) consecutive shifts, the employee will be paid shift differential for the remainder of the hours that would have been worked had the employee not been reassigned.

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

NEW Shift Differential will not be paid on overtime hours.

Article 23

OVERTIME RATES

Article 23 is applicable to work at Existing Generating Sites where work involves construction of a new facility (new function) and/or new (additional) generating unit(s) and at New Generating Sites (ie Greenfield Work).

For work at Existing Generating Sites excluding work involving construction of a new facility (new function) and/or new (additional) generating unit(s) please refer to Article 41 - Modified Provisions of this Construction Agreement. (Article 41.4)

- 23.1 On Monday to Friday inclusive, overtime work shall be paid at two (2) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours.
- Overtime work performed on Saturday, Sunday and Recognized Holidays shall be paid at two (2) times the basic hourly rate.
- 23.2 When an employee is required to return to work without an eight (8) hour break, all work performed shall be paid for at the appropriate overtime rate, until such time as the employee receives an eight (8) hour break.
- 23.3 Overtime shall be assigned as impartially as possible amongst all members of the crew, subject to their ability to perform the work required.

Article 24

REST PERIOD

- 24.1 For employees working normal hours, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked.

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

Article 25

MEALS ON OVERTIME

- 25.1 If an employee is notified during the time he is working that he will be required to work for more than two (2) hours past his normal quitting time of the first or second shifts or for more than three and one-half (3-1/2) hours beyond the normal quitting time of the third shift, the Employer will provide a free meal to the employee after approximately two (2) hours of overtime worked and for each four (4) hours of overtime worked thereafter. The Employee will be allowed thirty (30) minutes with pay at straight time rates to eat each meal at the time directed by the Employer. When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period.

To qualify for the above-noted on a Friday for work on the first and second shifts, an employee working a thirty-eight (38) hour week will be required to work for more than four (4) hours beyond the normal quitting time of his shift.

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

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

- 25.2 Where an employee has been notified the previous day, no lunch will be provided but the employee will be allowed time to eat without loss of pay.

Article 26

GENERATIONPROJECTS **DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD**

26.1 **DAILY TRAVEL ALLOWANCE**

- (a) A daily travel allowance will be paid by the Employers to their employees on the following basis:
- (i) If an employee lives within forty (40) radius kilometers* of the Project, no travel allowance will be paid.
 - REV** (ii) If an employee lives within forty (40) to fifty-six (56) radius kilometers of the Project, he shall receive \$20.60 per day effective July 13, 2004 (\$21.00 effective May 1, 2005, \$21.40 effective May 1, 2006, \$22.25 effective May 1, 2007, \$22.70 effective May 1, 2008 and \$23.15 effective May 1, 2009) travel allowance for each day worked or reported for.
 - REV** (iii) If an employee lives within fifty-six (56) to eighty (80) radius kilometers of the Project, he shall receive \$23.95 per day effective July 13, 2004 (\$24.45 effective May 1, 2005, \$24.95 effective May 1, 2006, \$25.95 effective May 1, 2007, \$26.45 effective May 1, 2008 and \$27.00 effective May 1, 2009) travel allowance for each day worked or reported for.
 - REV** (iv) If an employee lives within eighty (80) to ninety-seven (97) radius kilometers of the Project, he shall receive \$27.60 per day effective July 13, 2004 (\$28.15 effective May 1, 2005, \$28.70 effective May 1, 2006, \$29.85 effective May 1, 2007, \$30.45 effective May 1, 2008 and \$31.05 effective May 1, 2009) travel allowance for each day worked or reported for.
 - REV** (v) If an employee lives greater than ninety-seven (97) radius kilometers from the project and does not qualify for subsistence allowance under Subsection 26.2 below, he shall receive \$31.00 per day effective July 13, 2004 (\$31.60 effective May 1, 2005, \$32.25 effective May 1, 2006, \$33.55 effective May 1, 2007, \$34.20 effective May 1, 2008 and \$34.90 effective May 1, 2009) travel allowance for each day worked or reported for.

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

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

- (b) When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement. A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.

26.2 ROOM AND BOARD
(Excluding Darlington and Pickering Projects)

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

- (a) **An** Employer may supply either:
- (i) room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or
 - (ii) a subsistence allowance; or
 - (iii) a travel allowance
- REV** (b) An employee may exercise his option not to stay in a camp or accept room and board. **An** employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of **\$79.05** per day effective July 13, 2004 (**\$80.65** effective May 1, 2005, **\$82.25** effective May 1, 2006, **\$85.55** effective May 1, 2007, **\$87.25** effective May 1, 2008 and **\$89.00** effective May 1, 2009) worked or reported for when employed at a location north of the French River and \$65.50 per day effective July 13, 2004 (\$66.80 effective May 1, 2005, \$68.15 effective May 1, 2006, \$70.90 effective May 1, 2007, \$72.30 effective May 1, 2008 and **\$73.75** effective May 1, 2009) for each day worked or reported for when employed at a location south of the French River subject to Sections 26.2(c), 26.2(d), 26.3 and 26.4.
- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the Project. Employees who travel daily to locations beyond ninety-seven (97) radius kilometers ~~from~~ the Project will be entitled to **\$27.80** per day for each day worked or reported for.

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

(d) Pickering and Darlington Projects

- REV**
- (i) An employee who qualifies for subsistence allowance shall receive a subsistence allowance of \$39.55 per day effective July 13, 2004 (\$40.35 effective May 1, 2005, \$41.15 effective May 1, 2006, \$42.80 effective May 1, 2007, \$43.65 effective May 1, 2008 and \$44.50 effective May 1, 2009) worked or reported for, subject to Sections 26.2(c), 26.3 and 26.4.
 - (ii) Employees who don't qualify for board allowance and commute beyond ninety-seven (97) radius kilometers shall receive \$27.80 per day for each day worked or reported for.

26.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 26.1 and 26.2 above when such employee reports for work but does not remain at work for his scheduled daily hours of work unless excused by an authorized representative of the Employer. Such permission shall not be unreasonably denied.

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

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

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

- (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

Article 27

LINES AND STATIONS CONSTRUCTION TRAVEL ALLOWANCE AND ROOM AND BOARD

27.1 DAILY TRAVEL ALLOWANCE

The daily travel allowance will be paid by the Employers to their employees who are not living in camp or receiving a subsistence allowance as referred to in Section 27.3, on the following basis:

- (a) If an employee lives within forty (40) radius kilometers of the work location, no travel allowance will be paid.
- REV** (b) If an employee lives within forty (40) to fifty-six (56) radius kilometers of the work location, he shall receive \$20.05 per day effective July 13, 2004 (\$20.55 effective May 1, 2005, \$21.05 effective May 1, 2006, \$21.55 effective May 1, 2007, \$22.05 effective May 1, 2008 and \$22.55 effective May 1, 2009) travel allowance for each day worked or reported for.
- REV** (c) If an employee lives within fifty-six (56) to eighty (80) radius kilometers of the work location he shall receive \$23.55 per day effective July 13, 2004 (\$24.05 effective May 1, 2005, \$24.55 effective May 1, 2006, \$25.05 effective May 1, 2007, \$25.55 effective May 1, 2008 and \$26.05 effective May 1, 2009) travel allowance for each day worked or reported for.
- REV** (d) If an employee lives within eighty (80) to ninety-seven (97) radius kilometers of the work location he shall receive \$27.05 per day effective July 13, 2004 (\$27.55 effective May 1, 2005, \$28.05 effective May 1, 2006, \$28.55 effective May 1, 2007, \$29.05 effective May 1, 2008 and \$29.55 effective May 1, 2009) travel allowance for each day worked or reported for.
- REV** (e) If an employee lives greater than ninety-seven (97) radius kilometers from the work location and does not qualify for subsistence allowance under Section 27.3 below, he shall receive \$29.30 per day effective July 13, 2004 (\$29.80 effective May 1, 2005, \$30.30 effective May 1, 2006, \$30.80 effective May 1, 2007, \$31.30

effective May 1, 2008 and \$31.80 effective May 1, 2009) travel allowance for each day worked or reported for, provided he continues to travel greater than ninety-seven (97) radius kilometers daily.

- (f) When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement. A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.

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

27.3 ROOM AND BOARD

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

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

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

- (i) for metropolitan areas (Toronto and Hamilton) is the place where an employee maintains a permanent self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides, and for which he can show proof of financial commitment.
- (ii) for all other areas, shall be deemed to be the city or town hall of the municipality where an employee maintains a permanent self-contained domestic establishment described in (i) above. In those municipalities where a city or town hall does not exist, then the post office serving his permanent self-contained domestic establishment will apply.

REV (b) **An** employee may exercise his option not to stay in a camp or accept room and board. **An** employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$77.00 per day effective July 13, 2004 (\$78.00 effective May 1, 2005, \$79.00 effective May 1, 2006, \$80.00 effective May 1, 2007, \$81.00 effective May 1, 2008 and \$82.00 effective May 1, 2009) for each day worked or reported for when employed at a location north of the French River and \$64.00 per day effective July 13, 2004 (\$65.00 effective May 1, 2005, \$66.00 effective May 1, 2006, \$67.00 effective May 1, 2007, \$68.00 effective May 1, 2008 and \$69.00 effective May 1, 2009) for each day worked or reported for when employed at a location south of the French River, subject to Sections 27.3(c), 27.4, and 27.5.

(c)
REV To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the work location. Employees who travel daily to locations beyond ninety-seven (97) radius kilometers from the work location will be entitled to \$27.30 per day effective July 13, 2004 (\$27.80 effective May 1, 2005, \$28.30 effective May 1, 2006, \$28.80 effective May 1, 2007, \$29.30 effective May 1, 2008 and \$29.80 effective May 1, 2009) for each day worked or reported for.

27.4 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 27.1 and 27.3 above, when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer. Such permission shall not be unreasonably denied.

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

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

(a) **An** employee who remains in camp on a normally scheduled work day on which he does not work will be charged twenty-five dollars (\$25.00) per day, unless he is excused from work by **an** authorized representative of his Employer.

(b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday

without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.

- (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
- (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

Article 28

INITIAL AND RETURN TRAVEL AND TRANSPORTATION

28.1 On recruitment of tradesmen who live between ninety-seven (97) and one hundred and
REV sixty-one (161) radius kilometers from the Project, the Employer shall pay twenty-five dollars (\$25.00) for the initial trip to the Project.

28.2 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario, but beyond one hundred and
sixty-one
REV (161) radius kilometers from the Project, the Employer shall pay thirty cents (30¢) per radius kilometer, plus travel time based on one (1) hour's pay for each eighty (80) radius kilometers of travel to a maximum of eight (8) hours' pay, for the initial trip to the Project from where the tradesman lives or place of recruitment, whichever is closer to the Project.

28.3 NON-ONTARIO RESIDENTS

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

28.4 To qualify for payment on Sections 28.1, 28.2 or 28.3, the employee must remain at the Project for a minimum of thirty (30) calendar days or the duration of the job, whichever is lesser. Such payment shall be included in the employee's first pay cheque. Should

the employee subsequently fail to qualify for payment as noted above, the Employer will deduct the payment from the employee's final pay.

- 28.5 On termination of employment for reasons other than discharge for cause, **an** employee entitled to payment under Sections 28.1, 28.2 or 28.3 shall be entitled to return expenses calculated in the same manner as in Sections 28.1, 28.2 or 28.3 above, for the return trip from the Project to where the tradesman lives or place of recruitment, whichever is closer to the Project. **To** be eligible for return payment, an employee must remain at the Project for a minimum of sixty (60) calendar days or the duration of the job, whichever is the lesser.
- 28.6 (a) On the Thunder Bay Project and Atikokan Project, an employee shall qualify for a return trip from the Project to his regular residence* for each thirty (30) days worked on the Project providing his regular residence is more than four hundred (400) radius kilometers from the Project.
- (b) For each entitlement, the Employer shall pay travel expenses on the basis of the equivalent cost of public transportation plus travel time based on one (1) hour's pay for each eighty (80) radius kilometers of travel to a maximum of eight (8) hours' pay.

Article 29

WELDING TESTS

- 29.1 On hire a welder must possess the satisfactory qualifications and be in possession of either a current Canadian Welding Bureau (All Position) Certificate **or** an equivalent Ministry of Consumer and Commercial Relations (MCCR) Certificate in accordance with Section 9 of the ASME code, as required by his Employer. It shall be at the discretion of the Employer whether a welder will be hired who does not possess the satisfactory qualifications **or** either one (1) **of** the above certificates.

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

- 29.2 Employees scheduled to take Canadian Welding Bureau welding tests during their period of employment shall receive a monetary grant from and as per the regulations of the Ironworkers' Trade Improvement Fund in lieu of wages and allowances lost in taking such tests. Ironworker Welders will be released from duty for necessary Canadian Welding Bureau retesting.

Article 30

TOOLS AND CLOTHING

- 30.1 Employees shall be required to provide themselves with the ordinary hand tools of their trade. The Employer will provide, insofar as is practical, separate facilities for storing the tools, but shall not be held responsible for losses, except as noted hereunder:
- (a) When personal tools valued in excess of fifteen dollars (\$15.00) are lost due to fire, the Employer will consider replacement or payment value to a maximum of four hundred dollars (\$400.00), based on the merit of each case. This will include only personal tools that a tradesman is required to have to perform his normal duties with the Employer.
 - (b) The Employer agrees to compensate employees for tools and work clothing lost by theft, as supported by claims submitted in writing with substantiating evidence to establish theft resulting from forcible entry to locked storage provided by the Employer to a maximum of four hundred dollars (\$400.00). The Employer agrees to replace personal tools broken on the job or lost over water to a maximum of four hundred dollars (\$400.00).
 - (c) In the event of a loss by fire at a work site, replacement or payment of the full estimated value in excess of fifteen dollars (\$15.00) but not exceeding four hundred dollars (\$400.00) for the loss of personal clothing will be made.
 - (d) In the event of a loss by fire at an Employer-operated camp, replacement or payment of the full estimated value in excess of fifteen dollars (\$15.00) but not exceeding seven hundred and fifty dollars (\$750.00) for the loss of personal clothing will be made.

- 30.2 Employees who have obtained tools from 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.
- 30.3 Gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Such tools are not identified on trade tool lists, nor are they the tools and equipment identified in Sections 30.1 and 30.2 **of** this Article. Such tools shall be the responsibility of the Employer.
- 30.4 **An** employee, upon becoming aware of the theft or loss of Employer supplied tools, or clothing, will immediately report such theft or loss to his Employer. Failures to do so will result in employees being charged for the value of the lost or stolen tools or clothing.

Article 31

E L I P M E N T

- 31.1 On jobs of **an** abnormally dirty nature or on jobs where acid or other chemicals damage clothing, the Employer agrees to supply gloves and coveralls.
- 31.2 On the Thunder Bay and Atikokan Projects the Employer will, without cost to the employee, supply helmet, welding gloves and protective sleeves but the employee will be responsible to return same.
- 31.3 Welding jackets, welding sleeves, welding hoods or hard hats broken or damaged on the job shall be replaced by the Employer.

Article 32

DRINKING WATER AND CLOTHES ROOM

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

Article 33

RADIATION WORK

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

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

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

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

- 33.2 Employees working in a radiation area, in plastic suits of the fully enveloping type with an independent air supply, will receive \$10.00 per day. A day for the purposes of this item shall be defined as any period up to twelve (12) hours.

REV

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

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

Article 34

STANDOFF

NEW

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

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

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

- 34.3 If an employee elects layoff beyond the tenth (10th) consecutive working day, it shall be carried out in accordance with the terms of the Layoff provisions of this Agreement. An employee laid off will be issued a Record of Employment form on his/her date of layoff indicating "Layoff - Shortage of Work".

- 34.4 Standoff shall only continue beyond thirty (30) consecutive working days with the mutual consent of the Employer and the Union, in writing.

34.5 For the purpose of this Article, when working on a 4 x 10 hour shift arrangement, the following will apply:

- eight (8) scheduled working days will be considered the equivalent of ten (10) consecutive working days.
- sixteen (16) scheduled working days will be considered the equivalent of twenty (20) consecutive working days.
- twenty-four (24) scheduled working days will be considered the equivalent of thirty (30) consecutive working days.

Article 35

GRIEVANCE PROCEDURE

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

35.2 PRELIMINARY DISCUSSION

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

35.3 FIRST STEP

If a dispute cannot be resolved by this method, the Accredited Union Representative for the Union may file a formal grievance on the prescribed form with the Manager of Construction or 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 Manager of Construction or Field Construction Manager shall investigate the grievance and convene a meeting which he or the Accredited Union Representative considers necessary to resolve it. The Manager of Construction or Field Construction Manager shall give his reply on the prescribed form to the Accredited Union Representative within five (5) working days from the date of the First Step meeting.

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

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

35.4 SECOND STEP

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

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

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

35.5 EPSCA OR UNION GRIEVANCES

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

35.6 TIME LIMITS

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

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

35.8 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

Article 36

1

36.1 If any dispute about the interpretation or application of particular clauses of this Agreement or about an alleged violation of this Agreement cannot be settled through the grievance procedure outlined in Article **34**, 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 this desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (**5**) working days, inform the other party of the name of its nominee to the arbitration board. The two (**2**) nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, the appointment shall be made by the Minister of Labour for Ontario upon the request of

the other party. If the two (2) nominees fail to agree upon a Chairman, the services of the Minister of Labour for Ontario shall be utilized and the request to the Minister may be made by either party. The arbitration board, when selected or appointed, shall proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.

- 36.2 The arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board shall not substitute its discretion for that of the parties except where the board determines that an employee has been discharged or otherwise disciplined for cause when this Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration. In such cases, the arbitration board may substitute such other penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all circumstances. The arbitration board shall not exercise any responsibility or function of the parties. The arbitration board shall not deal with any matter not contained in the original statement of grievance filed by the party referring the matter to arbitration.
- 36.3 In arbitration proceedings, each party shall pay the fees and expenses of its nominee, whether appointed by the party or by the Minister of Labour for Ontario, and the fees and expenses of the Chairman shall be shared equally by the parties.
- 36.4 The time limits as to both documents and procedure set out in the above Sections shall be observed by the parties to this Agreement provided, however, that the parties may mutually agree in writing in respect to an extension or waiver of any of the time limits imposed.

Article 37

NO STRIKE - NO LOCKOUT

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

Article 38

FENCE ERECTION

- 38.1 For employers engaged in fence erection, the terms and conditions of employment will be those contained in Appendix I attached hereto.

Article 39

ABORIGINAL CONTENT COMMITMENT

- 39.1 Where an aboriginal commitment has been established on a project, the Union will cooperate in meeting the content commitments.
- 39.2 For a project that is less than \$100,000 field labour, and has aboriginal content commitments, the terms of this collective agreement will not apply to those aboriginal content commitments.

Article 40

ENABLING AGREEMENT

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

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

Article 41

MODIFIED PROVISIONS OF THIS CONSTRUCTION AGREEMENT

41.1 These provisions will apply to all work on Lines and Stations and on existing generating sites except the construction of:

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

41.2 Definitions:

Facility: A facility is something that is built composed of multi-systems which serves a specific function

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

41.3 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.

41.4 **OVERTIME RATES**

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

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

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

41.4.2 When an employee is required to return to work without an eight (8) hour break, all work performed shall be paid for at the appropriate overtime rate, until such time as the employee receives an eight (8) hour break.

41.4.3 Overtime shall be assigned as impartially as possible amongst all members of the crew, subject to their ability to perform the work required.

[REDACTED]
[REDACTED]

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

In witness whereof, EPSCA and the Union have caused this agreement to be executed in their names by duly authorized representatives at *Toronto* this *25th* day of *November, 2004*

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

I. Starasts

General Manager,
Ivars Starasts

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

Joseph J. Hunt

General President,
Joseph J. Hunt

F. Marr

Ontario District Council President,
Fred Marr

APPENDIX I
to the
Collective Agreement
between
THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION
and the
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL IRON WORKERS
May 1, 1990 - April 30, 1992

If members of the Union are to be engaged in fence erection, the master portion articles of this Agreement shall apply in full with the exception of Article 15, Vacation and Recognized Holiday Pay; Article 13, Wages; Article 21, Hours of Work; Article 22, Overtime Rates; Article 16, Welfare and Pension Plans; Article 11, Apprentices; and Article 17, Ironworkers' Trade Improvement Plan, which are amended as follows:

Article 15 - Vacation and Recognized Holiday Pay

The vacation and recognized holiday pay rate shall be ten percent (10%) (six percent [6%] vacation and four percent [4%] in lieu of recognized holidays) of total earnings.

Article 13 - Wages

The wage rates for employees engaged in fence erection shall be as follows:

Subforeman - Fence Erector rate plus fifty-four cents (54¢) per hour.

	<u>% of J'Man</u>	<u>June 25, 1990</u>	<u>May 1, 1991</u>
Fence Erector	75	\$16.94	Not
Fence Erector Helper "A"	70	15.81	Available
Fence Erector Helper "B"	60	13.55	

Following completion of not more than three (3) months of continuous employment, an employee classified as Fence Erector Helper "B" shall be reclassified to Fence Erector Helper "A", and be paid the appropriate rate.

Article 21 - Hours of Work

The normal hours of work for employees engaged in fence erection shall be forty-four (44) hours made up of four (4) days of nine (9) hours each, Monday to Thursday inclusive, and eight (8) hours on Friday.

Article 22 - Overtime Rates

One and one-half (1-1/2) times the basic rate for hours worked in excess of normal hours in any one (1) day, Monday to Friday and for all hours worked on Saturdays and the Statutory Holidays listed in the master portion of this Agreement. Two (2) times the basic rate will be paid for all hours worked on Sundays.

Article 16 - Welfare and Pension Plans

Not applicable.

Article 17 - Ironworkers' Trade Improvement Plan

Not applicable.

APPENDIX A

MOOSE RIVER BASIN: NORTHERN ONTARIO

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

Camp Conditions

- (a) An Employer may elect to provide free room and board in camp at no cost to the employee. Where the Employer elects to provide a camp such employees will not be entitled to receive a daily travel or room and board allowance.
- (b) When an Employer does not elect to provide free room and board in camp, the employee will be entitled to receive a daily travel or room and board allowance as set out in Article 26.
- (c) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.
- (d) An employee who is absent from work without approval and who remains in camp and is still absent from work the following day without approval will be charged \$25.00 for the day of absence and each successive day of unapproved absence.

Hours of Work

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

Wrap Around

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

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

APPENDIX B

7 DAY COVERAGE

These provisions would only apply to work covered by the “Modified Provisions” of this Construction Agreement.

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

The overtime rates will be as per the Modified Provisions.

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

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

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

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

First Shift

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

Second Shift

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

Third Shift

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

All Shifts

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

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

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

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

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

STATEMENT OF UNDERSTANDING #1

EMPLOYMENT EQUITY

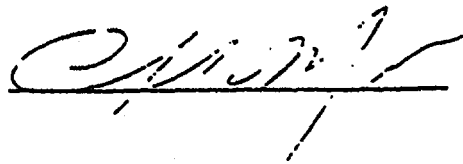
It is recognized by the Electrical Power Systems Construction Association and the International Association of Bridge, Structural and Ornamental Ironworkers that Employment Equity legislation will be passed during the life of this collective agreement.

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

Signed at Toronto this 29th day of June, 1992.



For the Electrical Power
Systems Construction
Association



For the International
Association of Bridge,
Structural and Ornamental Iron
Workers

Letter of Understanding

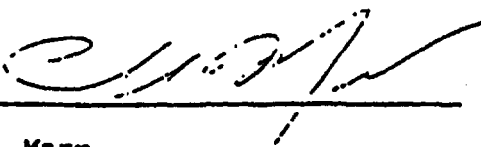
between

The Electrical Power Systems
Construction Association

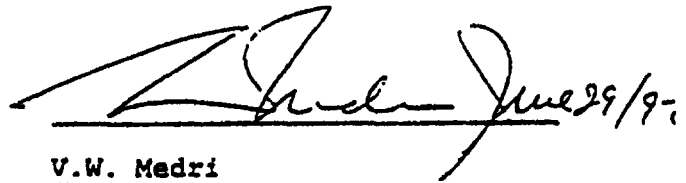
and

The International Association
of Bridge, Structural and Ornamental Ironworkers

It is agreed by the parties to this understanding that any issues arising from the definition of "Major" referred to in Article 1.1 (ii) shall be referred to a joint committee co-chaired by the General Manager of EPSCA and the Eastern Canadian General Organizer of the Union. It is not subject to the grievance/arbitration process as outlined in Articles 34 and 35.



F. Marr
Eastern Canadian General
Organizer



V.W. Medri
Secretary Treasurer

Letter of Understanding

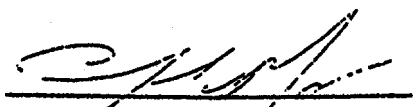
between

The Electrical Power Systems
Construction Association

and

The International Association
of Bridge, Structural and Ornamental Ironworkers

Effective May 1, 1993 employers will forward to the credit of Institute of the Ironworking Industry (Triple I) two cents (2¢) for each paid hour received by Ironworkers working under E.P.S.C.A. Collective Agreements. This money will be forwarded to the Ironworkers Benefit Plan, Administrator along with other Health and Welfare deductions.



Fred Marr
General Organizer



Vello Medri
Secretary & Treasurer
E.P.S.C.A.

LETTER OF UNDERSTANDING

Compensation for Travel Time at Remote Hydro Electric Generating Sites

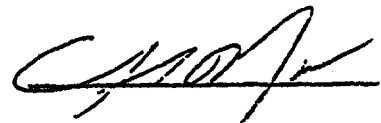
Considering the travelling conditions and availability of accommodation, the Employer may establish as assembly point different than the work location. Where the assembly point is different than a work location, the following provisions will apply:

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

Dated this 26th day of November, 1998.



for EPSCA



for Iron Workers

LETTER OF UNDERSTANDING

between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

and

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

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

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

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

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

Dated at Toronto this 30th day of March, 2000

J.K. Dotchin

For the Electrical Power Systems
Construction Association

F. Marr

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

LETTER OF UNDERSTANDING

between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

and

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

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

Dated at Toronto this 30th day of March, 2000

J.K. Dotchin

F. Marr

For the Electrical Power Systems
Construction Association

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

LETTER OF UNDERSTANDING

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

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

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

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

Dated at Toronto this 25th day of November, 2004

I. Starasts

F Marr

EPSCA

Ironworkers