

ONTARIO PROVINCIAL POWER SECTOR

COLLECTIVE AGREEMENT

between

THE ELECTRICAL POWER SYSTEMS

CONSTRUCTION ASSOCIATION

And the

UNITED ASSOCIATION OF JOURNEYMEN

AND APPRENTICES OF THE

PLUMBING AND PIPE FITTING INDUSTRY

OF THE UNITED STATES AND CANADA

May 1, 2004 - April 30, 2010

**EPSCA / UNITED ASSOCIATION 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 Agreement 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

Appendix B contains the “*Modified Provisions of this Construction Agreement*”. All terms of this collective agreement shall apply to work covered by Appendix B, with the exception of Article 5 - Advance Notices, Article 6 - Work Assignment, Article 24 - Overtime, Article 25 - Shift Differential and Article 28 - Generation Projects Daily Travel Allowance and Room and Board. The above Articles 5, 6, 24, 25 and 28 do not apply when working under the terms and conditions of the “*modified provisions*”, as these Articles are replaced by Sections 1 through 5 of Appendix B.

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

A chart to illustrate the above applications follows:

Lines & Stations - Existing <u>and</u> New Sites	Generating - Existing Sites <u>Excluding</u> construction of new facility (new function) &/or new (additional) generating unit(s)	Generating - Existing Sites <u>Involving</u> construction of new facility (new function) &/or new (additional) generating unit(s)	Generating - New Sites (ie. Greenfield Work)
Use Article 29 for L&S Construction Daily Travel Allowance and Room & Board; use Appendix B - Modified Provisions for Advance Notices, Work Assignment, Jurisdictional Disputes and Overtime Rates.	Use Appendix B - Modified Provisions for Advance Notices, Work Assignment, Jurisdictional Disputes, Overtime Rates and Generation Projects Daily Travel Allowance and Room and Board.	Use all the provisions of the collective agreement, <i>except</i> Appendix B.	Use all the provisions of the collective agreement, <i>except</i> Appendix B.

EPSCA/UA COLLECTIVE AGREEMENT

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ONTARIO PROVINCIAL POWER SECTOR

COLLECTIVE AGREEMENT

by and between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(hereinafter called the "Association")

**on behalf of Ontario Power Generation Inc, Bruce Power LP,
Hydro One and
all other contractors performing work in the
Electrical Power Systems Sector**

and the

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

(hereinafter called the "Union")

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

WHEREAS the Union is affiliated with the American Federation of Labour - Congress of Industrial Organizations and the Canadian Labour Congress 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 Article 1.3 engaged in

REV (i) all construction industry work under the responsibility of a construction unit* of the Ontario Power Generation Inc, Bruce Power LP or the Hydro One;

REV (ii) all Major** construction industry work which is tendered/contracted for an operating unit of Ontario Power Generation Inc, Bruce Power LP or the Hydro One and;

REV (iii) work performed by a construction unit of Ontario Power Generation Inc, Bruce Power LP or Hydro One for any operating unit of either company where it has been determined by that operating unit that there does not exist internally the expertise or current staff to perform the work.

REV This work shall be performed in the Province of Ontario on Ontario Power Generation Inc, Bruce Power LP or Hydro One property for the bulk power system. The work encompasses:

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

For the purpose of clarity, the bulk power system comprises generating stations, hydraulic works, heavy water facilities, transmission lines (voltages over 50 kV) and transmission stations, microwave and repeater stations save and except the building of commercial-type office facilities at urban locations remote from operating facilities.

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

* *See Letter of Understanding - Construction Unit*

** *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 foremen, subforemen, journeymen and apprentices of the Employers as identified in Article 1.1 above. "Subforemen" are working foremen who exercise supervisory responsibility and who may use the tools of the trade.
- 1.4 The term "Employers" shall include individual members of the Association and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or any Employer engaged in the work as defined in Article 1.1 above.
- 1.5 Notwithstanding the provisions contained in this Article, this Agreement does not alter existing practices operative between individual Employers and the Union with respect to general foremen and subforemen.
- 1.6 EPSCA and the Union agree that the use of nomenclature is meant to refer to both genders.

Article 2

EXECUTIVE COMMITTEE

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

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

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

NEW

- 2.3 In recognition of matters that may arise during the extended duration of this Collective Agreement, the Executive Committee may deal with any issues brought forward by the parties that represent a significant change. Any alterations or modifications to this Agreement must be mutually agreed to by the parties.

Article 3

ACCREDITED UNION REPRESENTATIVES

- 3.1 The Senior Representative of the Union will designate Local Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement and grievances on the basis of not more than two representatives from the Union for each Major Project and suitable number for the Construction and Services Division. The Union will notify the General Manger of the Association in writing of the names of such Union representatives, or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to the site. Upon entering the job site, such representatives after identifying themselves to the Association representative and the authorized representative of the Employer, will be free to observe the progress and conduct of the work and to conduct normal Union business. The Union undertakes that these representatives will not hinder or interfere in any way with the said work.
- 3.2 An Accredited Union Representative may be appointed by the International Representative to be his designate in all matters requiring the involvement of the International Representative.

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

Article 4

UNION STEWARDS

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

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

- 4.2 In the event of a work stoppage or threat of a work stoppage or any other employee activity prohibited by this Agreement, affected stewards, in keeping with their responsibilities, as it is incumbent upon all Union representatives, shall immediately take all reasonable action to ensure that the prohibited action of the employees is prevented or stopped.
- 4.3 The Union shall be given written notice before a steward is released or transferred by the Employer and under normal conditions the steward will be the last employee retained by the Employer in a layoff situation, provided the steward is able to perform the work required in Management's opinion.
- NEW** The Accredited Union Representative may appoint one (1) Alternate Chief Steward, to perform Chief Steward duties only when the regular Chief Steward is absent from work. The Alternate Chief Steward will not be laid off until the manpower on-site is reduced to ten (10) UA members or less, unless by mutual consent between the accredited Union Representative and the Accredited Association Representative.
- 4.4 The Chief Steward will be informed of all scheduled overtime. Where practical, a steward shall be given the first opportunity to work the overtime providing he is qualified to perform the work.

Article 5

ADVANCE NOTICES

***Article 5 is applicable to work which is not covered by
Appendix B - Modified Provisions of this Construction Agreement.
Please refer to the GENERAL NOTE preceding
the Index Page of this Agreement***

- 5.1 The Association will advise the Union of all new construction work coming under the scope of this Agreement for the construction field forces of the Employers.
- The Association will convene a prejob conference before work commences to discuss the preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement for the Project.
- 5.2 Subsequent prejob conferences will be convened by the Association before specific portions of work commence to discuss the final details of the work and to establish conditions in accordance with this Agreement for that work.

- 5.3 Upon the request of the Union, a prejob conference will be convened by the Association.
- 5.4 The Association will provide written notice to the International Representative and the Accredited Union Representative as far in advance as possible of new work and prejob conferences as noted in Articles 5.1 and 5.2 above.

Article 6

WORK ASSIGNMENT

Article 6 is applicable to work which is not covered by Appendix B - Modified Provisions of this Construction Agreement. Please refer to the GENERAL NOTE preceding the Index Page of this Agreement.

- 6.1 The Jurisdiction of the Union shall be that jurisdiction established by agreements between International Unions claiming the work or decisions of record recognized by the AFL-CIO for the various classifications and the character of work performed.
- 6.2 In recognition of the Union's jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or any successor agency of the Building and Construction Trades Department. When a jurisdictional dispute exists between unions and upon requests by the United Association, the Employer shall furnish the U.A. Director of Canadian Affairs a signed letter from a duly authorized official of the company on Employer stationery, stating whether or not the Union was employed on specific types of work on a given project. The Employer agrees to consider evidence of established practices within the construction industry generally when making jurisdictional assignments.
- 6.3 When there is a dispute as a result of a prejob mark-up, the Employer will make an assignment only after:
- (i) evidence has been submitted by the unions involved within a time limit specified by the Employer;
 - (ii) all evidence submitted has been evaluated by the Employer.

A copy of such assignments shall be submitted to the United Association Canadian Office and Accredited Union Representative. Where a local of the Union is in disagreement with an Employer's work assignment, the U.A. Canadian Office can submit the dispute in accordance with Article 6.3 above and the Employer shall supply the U.A. Canadian Office and Accredited Union Representative with a copy of the evidence submitted by the other union(s) involved along with drawings and/or prints plus a description of the work or process in dispute from a qualified representative of the Employer when requested.

- 6.4 The International Representative of the Union will advise the Association in writing of his intent to submit a jurisdictional dispute to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry and will identify in detail the work in question. In the event that the International Office of the Union elects not to file with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, EPSCA and/or the Contractor agree to file the dispute at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry at the request of the UA Director of Canadian Affairs. The decision of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement.
- 6.5 There shall be no sit down or work stoppage because of jurisdictional disputes.
- 6.6 In the event that the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry fails to render a decision within sixty (60) days of the disputed assignment or if the said Plan is unable to convene and issue decisions or if the Union is unable to refer the dispute to the Plan, the Association and the Union shall have recourse to the Ontario Labour Relations Board for a decision.
- 6.7 In the event the building trades in the Province of Ontario are successful in establishing a Provincial Impartial Jurisdictional Disputes Board, the Association and the Union agree to meet and discuss implementation of procedures set forth by said Board.

Article 7

UNION SECURITY

- 7.1 The Employers agree that all employees under this Agreement will be members of the Union and will maintain such membership in good standing as a condition of employment.

- 7.2 **REV** At the request of the Union, a checkoff system of Union dues will be instituted and made operative for the duration of this Agreement. All deductions will be based on hours paid. The Employers will supply full checkoff lists of employees subject to checkoff at regular intervals, and agree to collect monthly for the Union dues payable to the Union. The Employers will transmit the monies so collected to the designated officials of locals of the Union. The Union will indemnify the Association and the Employers for any liability arising from the deduction of dues as requested by the Union.
- 7.3 Any changes in dues will be confirmed by the International Representative to the General Manager of the Association before such changes are put into effect.

Article 8

EMPLOYMENT

REV

- 8.1 (a) For the purposes of this Section, a geographic area will be established for each Major Project and geographic areas for the Construction and Services Division. The size of these geographic areas will be dependent upon the location of the work.
- (b) The boundaries of the geographic areas will be jointly established at prejob conferences.
- 8.2 An office will be established by the Association, or by the Employer with the approval of the Association, for each Major Project and the Construction and Services Division. A purpose of this office will be to coordinate employment as specified in this Section.
- 8.3 The Association, or the Employer with the approval of the Association, and the Union will exchange the names of their representatives in each of the areas described in Section 8.1 (a), who will be responsible for cooperating in the referral and employment of reliable and competent Union members.
- 8.4 The Association, or the Employer with the approval of the Association, will notify the Union of future manpower requirements of all employees coming within the scope of this Agreement.
- 8.5 Where key tradesmen are required, Employers reserve the right to employ and transfer two (2) key tradesmen to a project site. The key tradesmen will be considered name hires in accordance with Section 8.6 (b).

An Employer reserves the right to transfer employees within the geographic area of the Local Union between projects covered by this collective agreement.

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

- (a) The Employer may elect to:
 - (i) hire employees currently on Recall (see Section 8.6 (e) Recall and Statement of Understanding #4 - Application of Recall - Nuclear Sites only)
 - OR
 - (ii) request union members from the Local Union,
 - OR
 - (iii) hire a combination of employees from (i) and (ii) above.

- (b) The Association office, or the Employer's office, with the approval of the Association, will request the appropriate Local Union office for tradesmen and apprentices required. The Union will furnish competent workmen on request. The Employer shall have the right to determine competency and qualifications and to reject any new applicant and to discharge and discipline any employee for just and sufficient cause.

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

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. This ratio shall not be exceeded at any point during the project.

- (c) Local Union members who are resident in the Province of Ontario will be referred by the Union for employment through the Association office, or the Employer's office, with the approval of the Association. 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.

- (d) When the supply of local union member tradesmen and apprentices has been exhausted and additional tradesmen and apprentices are required, Employers may transfer employees in their employ in the local union geographic area (no sectoral restriction), prior to contacting the International Representative for the trade concerned in order to determine whether Union tradesmen and apprentices are available outside of the local union. The United Association will co-operate in providing employment to such union tradesmen and

apprentices on the basis that they be supplied from the nearest location where they are available.

- REV** (e) RECALL (Nuclear Sites Only) - An Employer may recall former Local Union employees and key tradesmen, for a period of twenty (20) working days from the last date of the employee's layoff provided the employee is not employed elsewhere.

If an Employer chooses to bypass employees who are eligible for Recall, the Employer forfeits the rights to recall those bypassed employees. (Also see Statement of Understanding #4 - Application of Recall – Nuclear Sites Only.)

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

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

- (g) Re-employment of UA members as required by the Workplace Safety and Insurance Board shall not be a violation of the collective agreement nor be subject to the provisions of Article 8.

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

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

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

- 8.8 Construction Radiation Protection Assistant (R.P.A.) is a Construction Trades Person (Greenman) who has achieved the full radiation qualification via (i) the approved Bruce Power LP and Ontario Power Generation Inc. Training Program,
- REV**

(ii) has successfully completed the construction R.P.A. training and checkouts, and

(iii) has performed R.P.A. functions while under supervision of a fully qualified Construction R.P.A. to the satisfaction of the Construction Site Safety Officer and the Station Health Physics Unit.

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

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

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

NEW

- 8.10 The employer may transfer employees between the Pickering and Darlington sites during outages or emergency situations on mutual consent between the Unions

Article 9

FOREMEN AND SUBFOREMEN

- 9.1 It is understood that foremen and subforemen hold key positions in the relationship between the Employers and the Union. Both parties agree that every effort should be made to recruit and retain foremen and subforemen who have a high degree of efficiency in the performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employers and the Union will make every effort to minimize problems that may arise which concern the relationship between the foremen and subforemen, the Employers and the Union. In a situation where a crew is established on a shift and is comprised of five (5) or less UA members, including the foreman, the foreman may work with the tools of the trade. There shall be no more than two (2) subforemen per foreman, per crew.
- 9.2 The parties recognize the responsibilities of foremen and subforemen to discharge their managerial duties. If the Union feels that the foreman or subforeman is not discharging his managerial duties in a manner that is fair and equitable, or if an Employer feels that the Union is interfering with the foreman or subforeman in the performance of his managerial duties, the Employer 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.

9.3 The selection and retention of foremen and subforemen will be the responsibility of the Employers. When making appointments to the foreman and subforeman level, the Employers will give consideration to those journeyman they presently employ on site.

9.4 In the interest of efficiency and productivity, the Employer shall have the right to move foreman and subforemen from construction site to construction site.

REV

9.5 The foremen's differential shall be the higher of the differential paid in the locality by Employers under Agreement with the Union for construction work of a related nature of \$3.00 per hour (increase to \$3.50 on May 1, 2007). The subforemen's differential shall be 50 percent of the foremen's differential.

9.6 The rates of pay for all foremen and subforemen covered by this Agreement will be set out in the wage schedules attached hereto.

9.7 No Foreman or subforeman shall be appointed or permitted to act as a Steward.

9.8 Travel card subforemen shall be laid off before local union subforemen.

Article 10

FABRICATION CLAUSE

10.1 All piping at the option of the Employer shall be fabricated or bent on the job site or in a shop.

10.2 Where the word "shop" is used in this Article it shall be defined as a qualified pipe fabrication shop under agreement with the United Association or one of its Local Unions.

10.3 The United Association and its affiliated Local Unions reserve the right to refuse to handle, erect or install fabricated piping sent to the job that has not been fabricated in a shop.

10.4 Both the Union and the Employer acknowledge that exceptions may arise where the Employer is required to install component parts of an industrial piping system such as skid mounted vessels, pumps, driers, exchangers, etc, (but excluding pipe and piping formations between such components). Prior to commencement of this work where the Employer is required to install such components and if the matter cannot be mutually resolved between the Employer and the Union, it shall be immediately referred to a permanent review panel consisting of three members appointed by the Union and three members appointed by the Employer.

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

Article 11

PIPE HANGERS AND PIPE SUPPORTS

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

Article 12

NON-DESTRUCTIVE TESTING

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

Article 13

TAGGING

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

Article 14

APPRENTICESHIP AND TRAINING PROGRAMS

- 14.1 It is recognized and agreed that in order to update the skills of tradesmen and registered apprentices covered by the terms of this Agreement all Employers shall pay into the United Association Canadian Training Trust Fund eight cents (8¢) per hour for each hour worked by its employees under the terms of this Agreement.
- 14.2 Employers shall pay into operative local apprenticeship or training funds the amounts set out in the wage schedules attached hereto.
- 14.3 The Union agrees to supply pertinent information regarding the fund(s) to the Association.
- 14.4 The responsibility for selecting and employing the required numbers of apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Local Union Training Committees.
- 14.5 The Association will identify as far in advance as possible its training needs and communicate those needs to the Local Training Committee. The Association agrees to co-ordinate with the Local Union the specialized training required to accommodate new technology and new methods with the intent to utilize local union members wherever practical.
- 14.6 No Apprentice or Journeyman shall be required to work overtime or shift work when it interferes with his attending classes related to the Local Union Journeyman and Apprenticeship Training program.

Article 15

PAY PROCEDURE

- 15.1 NORMAL PAY PROCEDURE
 - (a) Employees will be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week. When a holiday occurs on a Thursday or Friday, then payment of wages by negotiable cheque or cash shall be made not later than the preceding Wednesday. Cheques issued on the Wednesday prior to the Friday holiday shall be negotiable on the Thursday prior to the Friday holiday. The final pay cheque will be dated no later than the regular pay day for the former employee's final pay period.

- (b) Accompanying each payment of wages shall be a statement in writing which will be retained by the employee setting forth:
 - (i) the period of time or the work for which the wages are being paid;
 - (ii) the rate of wages to which the employee is entitled;
 - (iii) the amount of wages to which the employee is entitled;
 - (iv) the amount of each deduction from the wages of the employee and the purposes for which each deduction is made;
 - (v) any allowance or other payment to which the employee is entitled;
 - (vi) the amount of vacation pay for which the employee is being paid;
 - (vii) the amount of recognized holiday pay for which the employee is being paid;
 - (viii) the net amount of money being paid to the employee.
- (c) In cases of inclement weather being declared on pay day, employees will receive their pay before leaving the site provided it is available on the site.
- NEW (d)** The parties agree to direct deposit for direct hire employees of OPG, Hydro One and Bruce Power LP. An employer will provide assistance to employees who require assistance obtaining a bank account. Employers other than OPG, Hydro One and Bruce Power LP may implement direct deposit upon mutual consent in writing between the parties

15.2 PAY PROCEDURE ON TERMINATION

- (a) An employee who voluntarily terminates his employment will have the option of picking up his final pay on the next regular pay day or may elect to have his final pay mailed to his last known address on record with the Employer by registered mail within five (5) working days of termination.
- (b) An employee who is laid off will be paid in full no later than two (2) hours prior to the end of the normal shift providing the Employer's pay facilities are on site.

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

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

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

- (c) An employee who is discharged or laid off shall be provided with his final pay immediately if the Employer's pay facilities are on site or as per Article 15.2 (b) if the Employer's pay facilities are not on site. If the Employer fails to provide an employee with his final pay and related documents as required above, within the prescribed time period, the Employer shall pay waiting time in excess of the stated time period at the applicable hourly rate of wages for regular working hours until the receipt of such pay and documents by the employee.
- (d) If, at the time of termination, an Employer is not prepared to consider an employee eligible for rehire, the employee will be notified in writing and a copy of said notification will be forwarded to the Accredited Union Representative.
- (e) In established cases of long-term sickness or compensable accident, an employee will be maintained on the Employer's payroll for a minimum period of six (6) months or his normal date of layoff, whichever occurs first.

Article 16

WAGES

16.1 GENERATION STATION PROJECTS

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

16.2 LINES AND STATIONS CONSTRUCTION ZONES AND MISCELLANEOUS PROJECTS

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

- 16.3 **REV** Effective May 1, 2004, and until April 30, 2010, the Association will amend the attached wage schedules and area rates schedules for the classifications listed in Article 1 of this Agreement as per the wage schedules attached hereto.
- 16.4 When a complete and finalized breakdown of the total wage packages from all the local unions is received through the Canadian Director, the Association will produce and implement the wage schedules within thirty (30) days.

Article 17

RECOGNIZED HOLIDAYS

- 17.1 The holidays recognized under this Agreement are:
- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- 17.2 Should any recognized holiday in addition to those listed in Article 17.1 be proclaimed by federal or provincial legislation, such holiday shall be recognized in the same manner as those listed in Article 17.1.
- 17.3 Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday or Sunday, it shall be observed either on the preceding Friday or following Monday.

Article 18

VACATION AND RECOGNIZED HOLIDAY PAY

- 18.1 The Vacation and recognized holiday pay rate shall be ten (10) percent of vacationable gross earnings. The vacation pay rate shall be six (6) percent and the recognized holiday pay rate shall be four (4) percent.

- 18.2 Payment of vacation and recognized holiday pay shall be made on the regular weekly pay cheque.
- 18.3 A leave of absence for the purpose of taking an annual vacation of three (3) weeks will be granted. Where the work schedule permits, additional time off may be granted to an employee and this additional time off shall not be unreasonably withheld.

Article 19

BENEFITS AND UNION FUNDS

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

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

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

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

NEW 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. If changes are received during the windows referenced above (April/November), the effective date will be as early as May 1/December 1.

- 19.2 There shall be an Ontario Provincial Power Sector Promotion Fund and the Employers agree to deduct from each employee an amount, as noted on the attached wage schedules, for each hour earned and shall remit same to the Trust Fund of the United Association Ontario Provincial Power Sector Promotion Fund.

- 19.3 (a) The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the union of the failure by any employer to pay any employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the program administrator of the Employee Wage Protection Plan may deem that there has been an assignment of compensation under the said program in compliance with the regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.
- (b) In the event an Employer is more than fifteen (15) days in arrears of the requirement to forward contributions and/or deductions to the Trustees by the fifteenth of the month following, the Employer shall pay as liquidated damages and not as a penalty an amount equal to two (2%) percent (equivalent to 24% per annum) for each month or part thereof that the contributions and/or deductions are in default. The trustees may require a delinquent Employer to pay for the costs, legal or otherwise, of collecting the amount owing, as outlined in the operative benefit plan trust documents.
- (c) Effective June 18, 1992, the Contractor will contribute three (\$0.03) per hour earned to the Local Union employee benefits plans of this Collective Agreement to assure the continuation of benefit coverage as provided in Bill 162.
- REV** (d) In support of the objectives of the De Novo Substance Dependency Program, the Parties to this Agreement agree that \$0.02 per hour paid shall be contributed to De Novo. Each Employer and employee, working under the terms and conditions of this Agreement shall each contribute \$0.01 per hour worked as set out in the wage schedules attached hereto.

Article 20

REPORTING PAY

- 20.1 An employee who reports for work at his regular starting time and for whom no work is available for reasons other than inclement weather shall receive pay for four (4) hours at the applicable rate, unless the employee has been notified the previous day not to report to work.
- 20.2 An employee who reports for and commences work at the direction of his Employer shall receive four (4) hours' pay, and if more than four (4) hours are worked in any one day, he shall receive eight (8) hours' pay for the first and second shifts or six and one-half (6-1/2) hours' pay for the third shift. An employee will not receive this allowance if he is unable to complete his shift as a result of inclement weather. It is not intended by this Article that an employee receive a reporting pay allowance greater than his pay for normal daily hours.

- 20.3 When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation, that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked.
- 20.4 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.

Article 21

INCLEMENT WEATHER PAY

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

Article 22

CALL-IN PAY

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

Article 23

HOURS OF WORK

REV

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 Section. Any amendments to the hours of work will be established by mutual agreement between EPSCA and the Union.

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

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

The regular weekly hours of work (Monday to Friday inclusive) for all employees may be arrived at by having the employees work five (5) consecutive eight (8) hour shifts or by having employees work four (4) consecutive ten hour shifts.

REV Each employer will notify the Local Union of the weekly hours of work. Weekly hours of work will be established for a minimum period of two (2) weeks. The employer will notify the Local Union at the applicable mark-up meeting 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 fifteen (15) days notice shall be sent to the Local Union.

****** *For the purposes of this section, a work program will be defined as work taking place on a site that includes the following:*

- *Scheduled Outages*
- *Specific tendered scopes of work that have a defined start and finish*
- *Subcontracts with a defined start and finish for a prime contractor where the prime contractor dictates the hours of work*

REV The start time for the day shift shall be 8:00 AM with a possible one (1) hour variance either way. The afternoon shift shall be immediately following the day shift or within two (2) hours either way at 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.

23.2 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 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.

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

NEW

- 23.4** Shift differential will not be paid on overtime hours.

Article 24

OVERTIME RATES

***Article 24 is applicable to work which is not covered by
Appendix B - Modified Provisions of this Construction Agreement.
Please refer to the GENERAL NOTE preceding
the Index Page of this Agreement***

- 24.1 Overtime shall be paid at two times the basic hourly rate including benefits for all work performed outside of normal hours as defined in the "Hours of Work" Article (ie. Article 23) of the Agreement and for work performed on Saturday, Sunday and the recognized holidays listed in the Agreement, except where a third shift has been established in accordance with Article 23.2. In such case the normal scheduled third shift hours worked on Saturday will be paid at the appropriate shift rate.

REV

- 24.2 When an employee is told to return to work without an eight (8) hour break, all work performed shall be at the premium rate until such time as the employee receives an eight (8) hour break. In situations where the eight (8) hour break does not allow an employee to return to work at the normal starting time, the employee shall report for regular work at the end of the eight (8) hour break. The employee shall be paid at the straight time rate from the beginning of their normal work shift.
- 24.3 When overtime work is required as an extension of the normal daily hours, a minimum of one (1) hour's work will be provided.

Article 25

SHIFT DIFFERENTIAL

***Article 25 is applicable to work which is not covered by
Appendix B - Modified Provisions of this Construction Agreement.
Please refer to the GENERAL NOTE preceding
the Index Page of this Agreement.***

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

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

Article 26

WORK BREAKS

- 26.1 For employees working scheduled eight (8) hour or ten (10) hour shifts, a fifteen (15) minute work break will be allotted at the discretion of the Employer for employees to rest or to drink coffee, etc, at their immediate work area for each half shift worked.

When employees, working a scheduled eight (8) hour shift, are required to work overtime, a ten (10) minute work break will be allotted prior to the end of the normal shift before commencing overtime work.

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

Article 27

MEALS ON OVERTIME

27.1 Scheduled Eight (8) Hour Shifts

When an employee has not been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of the first or second shifts or for more than three and one half (3-1/2) hours beyond the normal quitting time of the third shift, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. This meal break will be taken following the first two (2) hours of overtime worked. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided after the first two (2) hours of overtime worked, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

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

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

27.2 Scheduled Ten (10) Hour Shifts

When an employee has not been notified the previous day that he will be required to work beyond his normal quitting time, prior to commencing the overtime work, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at

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

The above-noted is not applicable to the first ten (10) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the first or second shifts.

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

Article 28

GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

***Article 28 is applicable to work which is not covered by
Appendix B - Modified Provisions of this Construction Agreement.
Please refer to the GENERAL NOTE preceding
the Index Page of this Agreement.***

28.1 DAILY TRAVEL ALLOWANCE

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

- (a) If an employee lives within 20 radius kilometers* of the project, no travel allowance will be paid.
- REV** (b) If an employee lives within 20 to 56 radius kilometers of the Project, he shall receive \$25.60 per day travel allowance effective May 1, 2004, (\$26.10 effective May 1, 2005, \$26.60 effective May 1, 2006, \$27.65 effective May 1, 2007, \$28.20 effective May 1, 2008 and \$28.75 effective May 1, 2009) for each day worked or reported for.

- REV** (c) If an employee lives within 56 and 97 radius kilometers of the Project, he shall receive \$26.60 per day travel allowance effective May 1, 2004, (\$27.15 effective May 1, 2005, \$27.70 effective May 1, 2006, \$28.80 effective May 1, 2007, \$29.40 effective May 1, 2008 and \$30.00 effective May 1, 2009) for each day worked or reported for.
- REV** (d) An employee who lives greater than 97 radius kilometers from the Project and who travels to work daily from that location, shall receive \$33.40 per day travel allowance effective May 1, 2004, (\$34.05 effective May 1, 2005, \$34.75 effective May 1, 2006, \$36.15 effective May 1, 2007, \$36.85 effective May 1, 2008 and \$37.60 effective May 1, 2009) for each day worked or reported for.
- (e) When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel or subsistence allowance entitlement.
- (f) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.

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

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

28.2 ROOM AND BOARD

The following conditions will apply for employees whose regular residence* is more than 97 radius kilometers from the project [except as set out in Article 28.1 (d) and 28.2 (c)]:

- (a) An Employer may supply either:
- (i) free room and board in camp or a good standard of board and lodging within a reasonable distance of a Project; or
 - (ii) a subsistence allowance.

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

REV (i) When an Employee's regular residence is more than 97 radius kilometers from a project in the Northern Region, the employee shall be paid a subsistence allowance of \$79.05 per day effective May 1, 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) for each day worked or reported for. The Northern Region is comprised of the geographic area north of the French River.

REV (ii) Subject to 28.2 (b) (iii) and 28.2 (c) when an employee's regular residence is more than 97 radius kilometers from a project in the Southern Region, the employee shall be paid a subsistence allowance of \$65.50 per day effective May 1, 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, \$73.75 effective May 1, 2009) for each day worked or reported for.

The Southern Region is comprised of all remaining geographic areas, except that described for the Northern Region.

REV (iii) When an employee's regular residence is more than 97 radius kilometers from the Bruce Project, the employee shall be paid a subsistence allowance of \$67.60 per day effective May 1, 2004 (\$68.95 effective May 1, 2005, \$70.35 effective May 1, 2006, \$73.15 effective May 1, 2007, \$74.60 effective May 1, 2008 and \$76.10 effective May 1, 2009) for each day worked or reported for.

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

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

REV (c) Employees employed at the Pickering and Darlington Generating Stations who have a regular residence greater than 97 radius kilometers shall receive a board allowance of \$52.55 per day effective May 1, 2004, (\$53.60 effective May 1, 2005, \$54.65 effective May 1, 2006, \$56.85 effective May 1, 2007, \$58.00 effective May 1, 2008 and \$59.15 effective May 1, 2009) for each day worked or reported for. This board allowance applies to non-commuters*.

28.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Articles 28.1 and 28.2 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of the Employer.

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

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

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

Article 29

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

Article 29 is applicable to all work on Lines & Stations at both existing and new sites

29.1 DAILY TRAVEL ALLOWANCE

The daily travel allowance will be paid by the Employers to their employees who are not living in camp or receiving a subsistence allowance as referred to in Article 29.3, on the following basis:

- (a) If an employee lives within 40 radius kilometers of the work location or assembly point, 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 or assembly point, he shall receive \$24.60 per day travel allowance effective May 1, 2004, (\$25.10 effective May 1, 2005, \$25.60 effective May 1, 2006, \$26.10 effective May 1, 2007, \$26.60 effective May 1, 2008 and \$27.10 effective May 1, 2009) for each day worked or reported for.
- REV** (c) If an employee lives within fifty-six (56) to ninety-seven (97) radius kilometers of the work location or assembly point, he shall receive \$25.60 per day travel allowance effective May 1, 2004, (\$26.10 effective May 1, 2005, \$26.60 effective May 1, 2006, \$27.10 effective May 1, 2007, \$27.60 effective May 1, 2008 and \$28.10 effective May 1, 2009) for each day worked or reported for.
- REV** (d) An employee who lives greater than 97 radius kilometers from the work location or assembly point and who travels to work daily from that location, shall receive \$32.10 per day travel allowance effective May 1, 2004, (\$32.60 effective May 1, 2005, \$33.10 effective May 1, 2006, \$33.60 effective May 1, 2007, \$34.10 effective May 1, 2008 and \$34.60 effective May 1, 2009) for each day worked or reported for.
- (e) When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement.

- (f) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.

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

29.3 ROOM AND BOARD

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

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

REV (b) An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$64.00 per day effective May 1, 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 and \$77.00 per day effective May 1, 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 north of the French River.

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

- (i) ***for metropolitan areas (Toronto and Hamilton) is the place where an employee maintains a permanent self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which he resides, and for which he can show proof of financial commitment.***
- (ii) ***for all other areas, shall be deemed to be the city or town hall of the municipality where an employee maintains a permanent self-contained domestic establishment described in *(1) above. In those municipalities where a city or town hall does not exist, then the post office serving his permanent self-contained domestic establishment will apply***

- 29.4 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Articles 29.1 and 29.3 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of the Employer.
- 29.5 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$10.00 per day. This will be applied on the following basis:
- (a) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$10.00 per day unless he is excused from work by an authorized representative of this Employer.
 - (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
 - (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
 - (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

Article 30

INITIAL TRAVEL AND TRANSPORTATION

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

30.2 **ONTARIO RESIDENTS**

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

30.3 NON-ONTARIO RESIDENTS

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

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

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

30.6 TRANSFER

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

Article 31

WELDING TESTS

31.1 On hire welders must possess the qualifications and class of welding ticket specified by the Employer. It will be at the Employer's discretion whether a welder who does not possess the qualifications and class of welding ticket specified will be hired.

31.2 A welder who is required to take a welding test by this Employer will remain in the employ of his Employer while taking such test and will continue to receive his appropriate pay and all applicable benefits.

31.3 Results of welding tests shall be given to the welder by his Employer.

Article 32

TOOLS AND CLOTHING

- 32.1 In the event of a loss by fire on a project covered by this collective agreement, replacement or payment of the full estimated value in excess of fifteen dollars (\$15.00), but not exceeding seven hundred and fifty dollars (\$750.00), for the loss of personal clothing will be made.

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

- 32.2 Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to the tool crib during working hours. Employees receiving tools from such tool crib shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff or termination, employees will be allowed reasonable time as per Article 15.2(b) to return tools to the tool crib.

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

Article 33

PROTECTIVE CLOTHING AND EQUIPMENT

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

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

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

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

Article 34

LUNCHROOM AND TOILET FACILITIES

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

Article 35

GRIEVANCE PROCEDURE

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

35.2 PRELIMINARY DISCUSSION

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

35.3 FIRST STEP

If a dispute cannot be resolved by this method, the Accredited Union Representative for the Union may file a formal grievance on the prescribed form with the Manager of Construction or the Manager of Lines and Stations Construction. Such grievance shall be filed within three (3) working days of the alleged grievous act.

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

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

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

35.4 SECOND STEP

If a dispute has not been resolved at the First Step of the grievance procedure, the Accredited Union Representative may refer the grievance on the prescribed form to the Association's Grievance Officer. Such grievances shall be referred within five (5) working days after the disposition has been issued under the First Step of this procedure. A copy of the grievance form shall be forwarded by the Accredited Union Representative to the International Representative of the Union.

The Association's Grievance Officer shall investigate the grievance and convene a meeting which he or the International Representative considers necessary to resolve it and give his reply on the prescribed form to the International Representative of the Union within two (2) working days from the receipt of the grievance form which was completed at First Step.

If a Second Step grievance meeting is considered appropriate, the Management Committee shall comprise the Association's Grievance Officer plus two other Management representatives, one of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall be comprised of at least the International Representative and the Accredited Representative for the grievor.

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

35.5 ASSOCIATION OR UNION GRIEVANCES

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

35.6 TIME LIMITS

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

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

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

35.9 GRIEVANCE FACILITIES

The Association shall provide the necessary facilities for all grievance meetings.

Article 36

ARBITRATION

- 36.1 If any dispute about the interpretation or application of particular clauses of this Agreement or about an alleged violation of this Agreement cannot be settled through the grievance procedure outlined in Article 35, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either the Association or the Union to a Board of Arbitration for adjudication. The party desiring to submit the dispute to arbitration shall notify the other party in writing of its desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The arbitration board, when selected or appointed, shall proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.
- 36.2 The arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board shall not substitute its discretion for that of the parties except where the board determines that an employee has been discharged or otherwise disciplined for cause when this Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration. In such cases, the arbitration board may substitute such other penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all circumstances. The arbitration board shall not exercise any responsibility or function of the parties. The arbitration board shall not deal with any matter not contained in the original statement of grievance filed by the party referring the matter to arbitration.
- 36.3 In arbitration proceedings, each party shall pay the fees and expenses of its nominee, whether appointed by the party or by the Minister of Labour for Ontario, and the fees and expenses of the Chairman shall be shared equally by the parties.
- 36.4 The time limits as to both documents and procedure set out in the above sections shall be observed by the parties to this Agreement provided, however, that the parties may mutually agree in writing in respect to an extension or waiver of any of the time limits imposed.

Article 37

NO STRIKE - NO LOCKOUT

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

Article 38

TERM OF AGREEMENT

- 38.1 This Agreement shall continue in full force and effect from May 1, 2004 until April 30, 2010, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to April 30, 2010 or sixty (60) days prior to the end of any twelve (12) month effective period thereafter either party serves written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

REV

Article 39

ASSOCIATION FUND

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

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

Article 40

RADIATION WORK

- 40.1
- (a) Local Union to be provided with a copy of Ontario Power Generation Inc Radiation Protection Regulations and any revisions.
 - (b) Each employee will have access to his personal radiation exposure record.
 - (c) Long-term employees who reach their exposure limit will be given alternate employment until they can resume radiation work.
 - (d) Short-term employees will be given a guaranteed period of employment at their time of hire.

- REV**
- (e) Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$12.00 per day (\$15.00 per day effective January 1, 2006). A day for the purpose of this item shall be defined as any period up to twelve (12) hours.

Article 41

MANUFACTURERS' EMPLOYEES

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

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

Article 42

LEAVE OF ABSENCE

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

Article 43

ABORIGINAL CONTENT COMMITMENT

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

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

Dated at Toronto, this 2nd day of December, 2004.

For:

**THE ELECTRICAL POWER
SYSTEMS CONSTRUCTION
ASSOCIATION**

I. Starasts

For:

**UNITED ASSOCIATION OF
JOURNEYMAN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE U.S. AND CANADA**

Michel A. Grenier

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 28.
- (c) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.
- (d) An employee who is absent from work without approval and who remains in camp and is still absent from work the following day without approval will be charged \$25.00 for the day of absence and each successive day of unapproved absence.

Hours of Work

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

Wrap Around

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

- (a) If an employee lives within 161 radius kilometres from the project, the Employer shall pay forty dollars (\$40.00).
- (b) If an employee lives greater than 161 radius kilometres from the project, the Employer shall pay as an allowance, forty dollars (\$40.00) plus travel time based on the equivalent of one (1) 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

MODIFIED PROVISIONS OF THIS CONSTRUCTION AGREEMENT

These provisions will apply to:

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

Definitions:

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

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

Dispute Resolution Process

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

All terms of this collective agreement shall apply to work covered by Appendix B, with the exception of **Article 5 - Advance Notices, Article 6 - Work Assignment, Article 24 - Overtime Rates, Article 25 - Shift Differential and Article 28 - Generation Projects Daily Travel Allowance and Room and Board.**

EPSCA/UA COLLECTIVE AGREEMENT

APPENDIX B

MODIFIED PROVISIONS

OF THIS CONSTRUCTION AGREEMENT

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Section 1

ADVANCE NOTICES

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

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

Section 2

WORK ASSIGNMENT

- 2.1 The jurisdiction of the Union shall be that jurisdiction established by Agreements between International Unions claiming the work or decisions of record recognized by the AFL-CIO for the various classifications and the character of work performed.
- 2.2 In recognition of the Union's jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or any successor agency of the Building and Construction Trades Department. When a jurisdictional dispute exists between unions and upon request by the United Association, the Employer shall furnish the U.A. Director of Canadian Affairs a signed letter from a duly authorized official of the company on Employer stationery, stating whether or not the Union was employed on specific types of work on a given project. The Employer agrees to consider evidence of established practices within the construction industry generally when making jurisdictional assignments.
- 2.3 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.

**** For the purposes of this Section, Lines and Stations, Nanticoke, Lambton, Lakeview/Hearn, Bruce Nuclear Power Development (BNPD), Pickering and Darlington and the five (5) Electricity Production Zones are each considered individual project sites***

- 2.4 When work is to be performed on a project site* and it meets the following criteria: same employer, same work, same project site*, the markup process will not be required. This procedure shall not preclude a Union's right to contest previously disputed work. The EPSCA Office will send out a "notification of work" along with a copy of the original minutes of mark-up meetings to the Local Unions prior to work commencing.
- 2.5 When an Employer has work that is less than a three 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 Unions will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union of the final work assignments prior to the commencement of the work.
- 2.6 All work that does not meet the criteria set out in Sections 2.4 or 2.5 will be reviewed and assigned at a markup meeting.

EPSCA will provide written notice to the Union 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.

The Employer who has the responsibility for the work shall make a proposed assignment of the work involved. The Employer shall be responsible for providing copies of proposed assignments to the Union. The Employer will specify a reasonable time limit for the Union to submit evidence of 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.

EPSCA will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to the United Association Canadian Office and Accredited Union Representative.

Upon request, the employer shall supply the UA Canadian Office and Accredited Union Representative with a copy of the evidence submitted by the other Union(s) involved along with drawings and/or prints plus a description of the work or process in dispute from a qualified representative of the Employer.

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

Section 3

JURISDICTIONAL DISPUTES

- 3.1 The International Representative of the Union will advise the Association in writing of his intent to submit a jurisdictional dispute to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry and will identify in detail the work in question. In the event that the International Office of the Union elects not to file with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, EPSCA and/or the Contractor agree to file the dispute at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry at the request of the UA Director of Canadian Affairs. The decision of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement.
- 3.2 There shall be no sit down or work stoppage because of jurisdictional disputes.
- 3.3 In the event that the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry fails to render a decision within sixty (60) days of the disputed assignment or if the said Plan is unable to convene and issue decisions or if the Union is unable to refer the dispute to the Plan, the Association and the Union shall have recourse to the Ontario Labour Relations Board for a decision.
- 3.4 In the event the building trades in the Province of Ontario are successful in establishing a Provincial Impartial Jurisdictional Disputes Board, the Association and the Union agree to meet and discuss implementation of procedures set forth by said Board.

Section 4

OVERTIME RATES

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

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

- 4.2 When an employee is told to return to work without an eight (8) hour break, all work performed shall be at the premium rate until such time as the employee receives an eight (8) hour break. In situations where the eight (8) hour break does not allow an employee to return to work at the normal starting time, the employee shall report for regular work at the end of the eight (8) hour break. The employee shall be paid at the straight time rate from the beginning of their normal work shift.
- 4.3 When overtime work is required as an extension of the normal daily hours, a minimum of one (1) hour's work will be provided.

Section 5

GENERATION PROJECTS

DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

5.1 DAILY TRAVEL ALLOWANCE

The daily travel allowance will be paid by the Employers to their employees who are not receiving free room and board, as referred to in section 5.2, on the following basis:

- (a) If an employee lives within 40 radius kilometers* of the project, no travel allowance will be paid.

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

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

Modified Provisions

- REV** (b) If an employee lives within 40 to 56 radius kilometers of the Project, he shall receive \$25.60 per day travel allowance effective May 1, 2004, (\$26.10 effective May 1, 2005, \$26.60 effective May 1, 2006, \$27.65 effective May 1, 2007, \$28.20 effective May 1, 2008 and \$28.75 effective May 1, 2009) for each day worked or reported for.
- REV** (c) If an employee lives within 56 and 97 radius kilometers of the Project, he shall receive \$26.60 per day travel allowance effective May 1, 2004, (\$27.15 effective May 1, 2005, \$27.70 effective May 1, 2006, \$28.80 effective May 1, 2007, \$29.40 effective May 1, 2008 and \$30.00 effective May 1, 2009) for each day worked or reported for.
- REV** (d) An employee who lives greater than 97 radius kilometers from the Project and who travels to work daily from that location, shall receive \$33.40 per day travel allowance effective May 1, 2004, (\$34.05 effective May 1, 2005, \$34.75 effective May 1, 2006, \$36.15 effective May 1, 2007, \$36.85 effective May 1, 2008 and \$37.60 effective May 1, 2009) for each day worked or reported for.
- (e) When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel or subsistence allowance entitlement.
- (f) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.

5.2 ROOM AND BOARD

The following conditions will apply for employees whose regular residence* is more than 97 radius kilometers from the project [except as set out in Section 5.1 (d)]:

- (a) An Employer may supply either:
 - (i) free room and board in camp or a good standard of board and lodging within a reasonable distance of a Project; or
 - (ii) a subsistence allowance.
- (b) An Employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance subject to 5.1 (d) as follows:

REV (i) When an Employee's regular residence is more than 97 radius kilometers from a project in the Northern Region, the employee shall be paid a subsistence allowance of \$79.05 per day effective May 1, 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) for each day worked or reported for. The Northern Region is comprised of the geographic area north of the French River.

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

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

- REV** (ii) Subject to 5.1(e) and 5.2 (b) (iii) and (c) when an employee's regular residence is more than 97 radius kilometers from a project in the Southern Region, the employee shall be paid a subsistence allowance of \$65.50 per day effective May 1, 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, \$73.75 effective May 1, 2009) for each day worked or reported for.
The Southern Region is comprised of all remaining geographic areas, except that described for the Northern Region.
- REV** (iii) When an employee's regular residence is more than 97 radius kilometers from the Bruce Project, the employee shall be paid a subsistence allowance \$67.60 per day effective May 1, 2004 (\$68.95 effective May 1, 2005, \$70.35 effective May 1, 2006, \$73.15 effective May 1, 2007, \$74.60 effective May 1, 2008 and \$76.10 effective May 1, 2009) for each day worked or reported for.
- REV** (c) Employees employed at the Pickering and Darlington Generating Stations who have a regular residence greater than 97 radius kilometers shall receive a board allowance \$52.55 per day effective May 1, 2004, (\$53.60 effective May 1, 2005, \$54.65 effective May 1, 2006, \$56.85 effective May 1, 2007, \$58.00 effective May 1, 2008 and \$59.15 effective May 1, 2009) for each day worked or reported for. This board allowance applies to non-commuters*.
- 5.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in sections 5.1 and 5.2 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of the Employer.

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

- 5.4 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:
- (a) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day, unless he is excused from work for a legitimate reason by the project medical attendant or by an authorized representative of his Employer.
 - (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
 - (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
 - (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

APPENDIX C – 7 Day Coverage

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

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

This shift schedule is intended for work of at least five (5) 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 two or three ten (10) hour per day shift basis. When this occurs, a specific shift arrangement will be established by the employer detailing the shift schedule to be worked.

Notice Provision

If this shift schedule is to be used for work on a “ planned outage “, the employer will provide the Union with two (2) weeks notice prior to the implementation of these shift provisions.

Shift Provisions

Day Shift

Regularly scheduled hours of work per shift Monday to Friday inclusive shall be paid at straight time hourly rates.

Afternoon Shift

Regularly scheduled hours of work 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.

Night Shift

Regularly scheduled hours of work 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.

Overtime Rates

This is to clarify that overtime will be paid in accordance with the Modified Provisions of this Construction Agreement, **Section 4 – Overtime Rates.**

STATEMENT OF UNDERSTANDING NO. 1

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

Dated at Toronto, this 26th day of August, 1997.8

For:

THE ELECTRICAL POWER
SYSTEMS CONSTRUCTION
ASSOCIATION

NA. Donnelly

For:

UNITED ASSOCIATION OF
JOURNEYMAN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES
AND CANADA

[Signature]

STATEMENT OF UNDERSTANDING NO. 2

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

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

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

Dated at Toronto, this 26th day of August, 1997.8

For:

THE ELECTRICAL POWER
SYSTEMS CONSTRUCTION
ASSOCIATION



For:

UNITED ASSOCIATION OF
JOURNEYMAN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES
AND CANADA



Statement of Understanding - #3

between the

ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

and the

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES

Of the

PLUMBING AND PIPEFITTING INDUSTRY

Of the

UNITED STATES AND CANADA

Security Clearance Expense Allowance

A member who successfully passes the required security clearance and hires on with an employer shall receive on the first paycheck \$50.00 in consideration of the time and cost associated with the procedure for completing the authorizing forms and submitting to the security clearance check.

Dated at Toronto this 15th day of January, 1999.



For:
Electrical Power
Systems Construction
Association



For:
United Association

Statement of Understanding - # 4
between the
ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION
and the
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
of the PLUMBING AND PIPEFITTING INDUSTRY of the
UNITED STATES AND CANADA

APPLICATION OF RECALL
Nuclear Sites Only

Example # 1

Twenty (20) employees are laid off; assume that five (5) of those employees had been previously name hired :

- Employer wishes to hire 12
- Employer has option to Recall all or portion of the twelve (12) from the original twenty (20) or hire from the out-of-work list (using 25% name hire) or a combination thereof on the following basis

Combination

- assume twelve (12) employees needed
- assume twenty (20) on Recall (five (5) name hired)
- Employer elects to Recall eight (8) from the twenty (20) on Recall as follows:
 - six (6) name recalled (previously dispatched employees)
 - two (2) previously name hired employee on Recall list

Employer elects to staff the remaining four (4) from the out-of-work list as follows:

- three (3) referred from the Union
- one (1) name hired

Loss of Recall

An Employer loses right to Recall employees whenever the Employer hires from the out-of-work list.

In Example #1 above, the Employer loses Recall of the eight (8) employees not selected since the out-of-work list was used.

Example # 2

There are twenty (20) employees on Recall, however the Employer chooses to bypass the employees on Recall and hires two (2) employees form the out-of-work list. By doing so the Employer forfeits Recall to the twenty (20) employees.

Dated this 15th day of January, 1999


for the UA


for EPSCA

REVISED

Statement of Understanding - #5

Between

The United Association of Journeymen and Apprentices of
The Plumbing and Pipefitting Industry of
The United States and Canada

And the

Electrical Power Systems Construction Sector

In the event the Minister of Labour defines the Power Sector, or there is a decision of the Ontario Labour Relations Board that impacts on the definition of the Power Sector, the parties agree to meet to:

1. Investigate the impacts of the definition on this agreement
2. Consider the possibility of applying this agreement in the context of this definition
3. Address the Union's concerns re : their recognition/jurisdiction in the defined sector. If necessary, this will include developing language for the collective agreement to recognize the union's bargaining relationship.

Dated this 2nd _____ day of December, 2004.

For: EPSCA

For: UA

I. Starasts

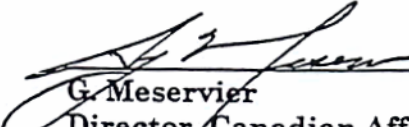
Michel A. Grenier

Letter of Understanding
between
The Electrical Power Systems
Construction Association
and
United Association of Journeymen
and Apprentices of the Plumbing
and Pipe Fitting Industry of the
United States and Canada

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

Signed at Toronto, this 26th day of August, 1997.8


N.A. Donnelly
General Manager


G. Meservier
Director, Canadian Affairs

Letter of Understanding

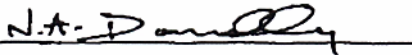
Construction Unit

Construction industry work has been under the responsibility of various Branches, Divisions or Departments within Ontario Hydro since 1971. These Divisions have been:

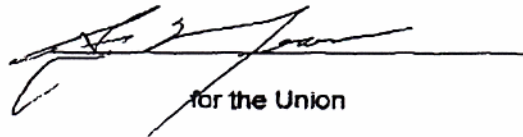
- 1972-76 Generation Projects Division and the Lines and Stations Construction Department of the Transmission and Distribution Division of the Employer.
- 1980 Generation Projects and Transmission Systems Divisions of Ontario Hydro
- 1988 Design and Construction Branch of Ontario Hydro
- 1990 Design and Construction Branch of Ontario Hydro [which includes Major Projects, and Construction and Services Division (Lines and Stations, Miscellaneous Projects, Hydraulic Projects and in-Service Thermal, Nuclear and Hydraulic Stations)]
- 1992 Design and Construction Branch / ENCON Services Branch

The term "construction unit" in this collective agreement defines all of the successor entities to these former Branches, Divisions or Departments of Ontario Hydro as of the date hereof. The Parties agree that this Letter of Understanding neither expands nor limits the Union's existing bargaining rights.

Dated at *Toronto* this *19th* day of *January* 1999.



for EPSCA


for the Union

LETTER OF UNDERSTANDING

Between

ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA

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 this 6th day of June, 2000.

George Meservier

For: UA

Barry Roberts

For: EPSCA

LETTER OF UNDERSTANDING

Between

ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA

RE: REPORTING PAY AND CALL-IN PAY

When working four (4) ten (10) hour days, Articles 20 (Reporting Pay) and 22 (Call-In Pay) shall be amended to allow for a minimum payment of five (5) hours.

Dated this 2nd _____ day of December, 2004

For: EPSCA

For: UA

I. Starasts

Michel A. Grenier

LETTER OF UNDERSTANDING

Between

ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA

RE: WALKING AND WASH-UP TIME

Walking Time and Wash-up is a matter fit for discussion at a pre-job meeting.

Dated this 2nd day of December , 2004

For: EPSCA

For: UA

I. Starasts

Michel A. Grenier

LETTER OF UNDERSTANDING

Between

ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA

RE: BOARD/TRAVEL AT NORTHERN SITES

Issues concerning room and board/travel at Northern sites is a matter fit for discussion at a pre-job meeting.

Dated this 2nd _____ day of December, 2004

For: EPSCA

For: UA

I. Starasts

Michel A. Grenier