

COLLECTIVE AGREEMENT

by and between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(hereinafter called “EPSCA”)

and the

CARPENTERS DISTRICT COUNCIL OF ONTARIO

(CDC), UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF

AMERICA

(hereinafter called the “Union”)

May 1, 2020 - April 30, 2025

EPSCA/CARPENTERS DISTRICT COUNCIL

COLLECTIVE AGREEMENT

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

and the

**CARPENTERS DISTRICT COUNCIL OF ONTARIO (CDC), UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA
(hereinafter called the "Union")**

WHEREAS EPSCA is an Association formed to represent Employers in collective bargaining and on their behalf enter into collective agreements covering those of their employees in the bargaining unit as hereinafter defined;

AND WHEREAS the Union is the exclusive bargaining agent for a bargaining unit comprised of employees as defined in Article 1

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

NOW THEREFORE the parties hereby agree as follows:

Article 1

RECOGNITION

- 1.1 EPSCA recognizes the Union as the exclusive bargaining agency for a bargaining unit comprising employees as defined in Article 1.4 and foremen as defined in Article 1.4 engaged in all construction industry work* performed in the Province of Ontario on Ontario Power Generation Inc (OPGI), Bruce Power LP and Hydro One property for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities.

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

- 1.2 The work described in Article 1.1 shall also include work on property acquired by Ontario Power Generation Inc (OPGI), Bruce Power LP and Hydro One for:
- (a) the supply of aggregate and concrete used in the construction of said facilities; and
 - (b) ancillary material yards which are defined as property acquired by Ontario Power Generation Inc (OPGI), Bruce Power LP and Hydro One for the storage of materials to be used on a project by Employers.
- 1.3 The Union recognizes EPSCA as the exclusive bargaining representative for all Employers in respect of work performed by their respective employees in the bargaining unit set forth in Article 1.1.
- 1.4 The term "employee" shall include all employees of the Employers in classifications as set out in Article 2.2, save and except for:
- (a) Carpenters employed by an Employer signatory to the National Agreement for Canada, Stacks-Chimneys-Silos, when performing work covered by the scope of that agreement; and

- * ***For the purpose of The Electrical Power Systems Construction Association, the work performed is deemed to be under the responsibility of the Lines and Stations Construction Zone . The work encompasses:***
- ***construction of new facilities***
 - ***additions to existing facilities***
 - ***major - modifications***
 - ***rehabilitation***
 - ***reconstruction of existing facilities***

The term “employee” shall include all “foremen” of the Employers between the ranks of, but not including, working foreman and general foreman, save and except Carpenter foremen employed by an Employer signatory to the National Agreement for Canada, Stacks-Chimneys-Silos, when performing work covered by the scope of that agreement.

The term “employee” includes foremen in Articles 18, 19, 20, 22, 24, 25, 26, 27, 28 (b) & (c), 31, 35 and 41

- 1.5 The term "Employers" shall include individual members of EPSCA and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or any person that is bound to this agreement.
- 1.6 EPSCA and the Union agree the use of nomenclature is meant to refer to both genders.

Article 2

CLASSIFICATIONS

- 2.1 The classifications referred to below do not establish craft jurisdiction. Such jurisdiction is established in accordance with Articles 8 and 9 of this collective agreement.
- 2.2 The following is a list of classifications covered by this Agreement:
- Carpenter (includes Timberman, Cribman, Sawfiler and Pile Driver)
 - Carpenter Welder and Burner
 - Diver
 - Diver Tender
 - Diver Supervisor
 - Diver Welder and Burner
 - Acoustic and Drywall Worker
 - Acoustic and Drywall Welder and Burner
 - Resilient Floor Worker and Carpet Layer
 - Safety Diver
 - Subforeman
 - Apprentice
 - Pile Driver Welder
- 2.3 If additional classifications are required they will be negotiated as appropriate for work in the electrical power systems sector.

Article 3

EXECUTIVE COMMITTEES

- 3.1 The Union and EPSCA shall each appoint an Executive Committee. The Executive Committee of EPSCA shall consist of the Board of Directors and the officers of EPSCA. The Committees will meet together at least annually to review matters associated with the administration of this Collective Agreement, with the intent that administrative policies will be formulated for consideration by each Executive Committee. The Executive Committees will also meet together to receive reports of joint committees established under this Agreement.
- 3.2 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 alternations or modifications to this Agreement must be mutually agreed to by the Parties.

Article 4

PROJECT COMMITTEES

- 4.1 A Project Committee shall be established for each of the Major Projects and Lines and Stations Construction Zone.
- 4.2 The Committee will be responsible for conducting EPSCA/Carpenters District Council concerns for each Major Project or Lines and Stations Construction Zone and will meet quarterly or as necessary to deal with working and living conditions on the job, excluding matters which may be grieved or negotiated and disputes involving work assignments.
- 4.3 On the part of EPSCA, each Project Committee shall comprise the appropriate Manager of Construction, General Superintendent, EPSCA Representative, and a like number of contractor representatives elected from among and by the contractors on each particular Major Project or Lines and Stations Construction Zone. In addition, the officers of EPSCA are ex officio members of this Committee.
- 4.4 On the part of the Union, each Project Committee shall comprise the appropriate accredited Union Representative for each Major Project or Lines and Stations Construction Zone, as defined in Article 5, and may include the senior Union representatives. In addition, the officers of the Union are ex officio members of this Committee.

- 4.5 The chairman of each EPSCA Project Committee shall be the Manager of Construction for the appropriate Major Project or Lines and Stations Construction Zone, as the case may be.
- 4.6 The chairman of each Union Project Committee shall be appointed by the Union.
- 4.7 Chairmanship of the meetings will alternate between the EPSCA Project Committee chairman and the Union Project Committee chairman.
- 4.8 Answers to questions raised by either party shall be given, in writing, within five (5) working days of the meeting by the party answering the questions to the party who raised the questions.
- 4.9 When an urgent answer is needed to a problem not relevant to negotiation, grievance or work assignment, the Project Committee will be called to meet within forty-eight (48) hours, where practicable, to deal with the problem. The Committee's answer will be given, in writing, to the party raising the question within forty-eight (48) hours of the meeting.
- 4.10 EPSCA and the Union will set the time and place of all Project Committee meetings.

Article 5

ACCREDITED UNION REPRESENTATIVES

- 5.1 The senior representative of the Union will designate local union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement on the basis of not more than two representatives from the Union for each Major Project and a suitable number for the Lines and Stations Construction Zone. The Union will notify the General Manager of EPSCA, in writing, of the names of such Union Representatives, or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to the site. Such representatives, after identifying themselves to the EPSCA representative upon entering the job site, will be free to observe the progress and conduct of the work and to conduct normal union business. The Union undertakes that these representatives will not hinder or interfere in any way with the said work.
- 5.2 An Accredited Union Representative may be appointed by the International Representative to be his designate in matters requiring the involvement of the International Representative.

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

Article 6

UNION STEWARDS

- 6.1 The Accredited Union Representatives shall inform the appropriate EPSCA Representative and the Employer of the steward, in writing, of the names of all stewards, one of whom shall be designated Chief Steward, as they are appointed and when they cease to act as stewards. A steward, other than a Chief Steward, shall exercise his duties only in respect to employees of his Employer. A Chief Steward, in order to carry out his duties in respect to employees of other than his Employer, shall first involve the EPSCA Representative. A steward shall obtain permission from his immediate supervisor before leaving his work area for union business. Such permission shall not be unreasonably denied.

Except at Bruce Nuclear Power Development (BNPD):

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

- 6.2 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. Provided the Alternate Chief Steward is able to perform the work required, he will not be laid off until the manpower on site is reduced to ten (10) Carpenter members or less, unless by mutual consent between the accredited Union Representative and the Accredited Association Representative.
- 6.3 The union shall receive written notice before the employment of a steward is terminated by his employer. The chief steward/steward shall be one of the last two (2) employees on the job provided he is qualified to perform the available work. In the event the job is temporarily closed down to the extent that no employees are working, on re-opening the job, the steward shall be one of the first two (2) employees to be recalled.
- 6.4 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.
- 6.5 No foreman or subforeman shall be permitted to act as a steward.

Article 7

ADVANCE NOTICE

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

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

- 7.2 Subsequent prejob conferences will be convened by EPSCA before specific portions of work commence to discuss the final details of the work and to establish conditions in accordance with this agreement for that work.

- 7.3 EPSCA will provide written notice to the Union as far in advance as possible of new work and prejob conferences as noted in Articles 7.1 and 7.2 above. For work of less than one week's duration and requiring five (5) or less employees, prejob meetings must be arranged with as much advance notice as possible by the office of the General Manager of EPSCA, but without formal notice, in writing, unless the prejob meeting has been waived by the parties.

Article 8

WORK ASSIGNMENT

- 8.1 The jurisdiction of the Unions shall be that jurisdiction established by Agreements between International Unions claiming the work for the various classifications and the character of work performed, having regard for the special requirements of thermal, nuclear or hydraulic generation and transmission and transformation construction.

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

- 8.2 (a) A markup process will be utilized when an Employer intends to perform work on a project site*. The purpose of this markup process is to indicate to the Union the work which is planned to be carried out by the Employer in order to minimize the potential for jurisdictional disputes.
- (b) When work is to be performed on a project site and it meets the following criteria: same employer, same work, same project site, the markup process will

not be required. This procedure shall not preclude a Union's right to contest previously disputed work.

In the Electricity Production Zones when work falls within this criteria the EPSCA Office will send out a "Notification of Work" along with a copy of the original minutes of mark-up meeting(s) to the Local Union prior to work commencing. This procedure shall not preclude the Union's right to contest previously assigned work, if the work is in a Local Union jurisdiction other than the one it was marked up in.

- (c) When an Employer has work that is less than 3 weeks duration and there are ten (10) or fewer employees covered by EPSCA Collective Agreements employed on this specific work, the Union and Union affiliates will be notified of the scope of work and the Employer's proposed work assignments. The Unions will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union and Union affiliates of the final work assignments prior to the commencement of the work.
- (d) All work that does not meet the criteria set out in clauses 8.2 (b) or 8.2(c) will be reviewed and assigned at a markup meeting.

* ***For the purposes of this Article, Nanticoke, Lambton, Lakeview/Hearn, BNPD, Pickering, Darlington, Lines and Stations and the 5 Electricity Production Zones are each considered individual project sites.***

- (e) EPSCA will provide written notice to the Union as far in advance as possible of markup meetings. The Unions may attend these markup meetings, and every effort will be made to settle questions of jurisdiction before the work is expected to commence.
- (f) The Employer who has the responsibility for the work shall make a proposed assignment of the work involved. The Employer shall be responsible for providing copies of proposed assignments to the Union at the markup meeting. The Employer will specify a reasonable time limit for the Unions involved to submit evidence of their claims. The Employer will evaluate all evidence submitted and make a final assignment of the work involved. This final assignment will be in accordance with the procedural rules established by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. The Employer will advise the Unions of the final assignments prior to the work commencing.
- (g) The EPSCA representative will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to the Union.

- (h) The parties recognize that circumstances may arise, particularly with discovery and emergency work, where the process set out above may not be practical or possible, however reasonable effort will be made by the Employer to adhere to the appropriate trade jurisdiction.

Article 9

JURISDICTIONAL DISPUTES

- 9.1 (a) In the event there is a jurisdictional dispute which cannot be settled on a local basis by the Unions involved, it shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time.

The Union shall have the right to pursue or respond to any jurisdictional disputes at the Ontario Labour Relations Board.

- 9.2 EPSCA shall have the recourse to the Ontario Labour Relations Board for a decision provided it is processed as a jurisdictional dispute.

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

When a jurisdictional dispute exists in the electrical power system sector between Unions and upon written request by the International Representative of the Union, the Employer shall supply the International Representative of the Union involved with a copy of the evidence submitted by the other Union(s) involved along with drawings and/or prints plus a description of the work or process in dispute.

- 9.4 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 9.2 above, the arbitration board panel appointed by the Ontario Labour Relations Board pursuant to the Act is not authorized to award damages in respect of a misassignment of work only in circumstances where the other union(s) involved in the proceedings is (are) equally restricted in their ability to claim for damages. However, clause 9.6 shall not apply where the Jurisdictional Dispute and the misassignment of work involves the same employer and the same work, and on the same job previously the subject of a Jurisdictional Dispute before the Ontario Labour Relations Board or the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

- 9.5 The board panel appointed by the Ontario Labour Relations Board will govern its decision pursuant to its normal criteria.
- 9.6 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 9.2 above, the decision of the panel of the Ontario Labour Relations Board will be final and binding upon the parties to this agreement with no further recourse to the Plan on the issue decided by the Ontario Labour Relations Board.
- 9.7 Deminimus assignments made with respect to critical path or emergent work will not be subject to jurisdictional disputes. Such assignments will not set practice or precedent and cannot be relied upon as evidence for future assignments. This article is only applicable when dealing with trades that have similar language in their collective agreement. Deminimus shall mean the interpretation and application of this Article shall not take notice of small or trifling matters.

Notwithstanding the above the parties agree that the above Article shall have no applicability to the altering of scaffolds. For greater clarity, the altering of any scaffold shall require station qualification requirements, regardless of whether the work is deminimus or not.

Article 10

UNION SECURITY

10.1 UNION MEMBERSHIP

(a) **Employees**

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

(b) **Foremen**

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

10.2 CHECKOFF

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

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

Subject to 10.3 below, the Union, through its International Office, will notify EPSCA, in writing, of the appropriate initiation fees and Union dues and of any changes to such fees and dues.

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

10.3 Wage schedule, dues and remittance changes are to be provided in writing to EPSCA and changes shall only take place during the month of March of each calendar year. Once such changes are submitted they shall be implemented by May 1 of the applicable calendar year. The effective date of such changed wage schedules, dues and remittances shall be May 1 or the applicable retroactive pay will apply provided there is timely approval of the changes and there are no delays caused by disagreement over wage schedule calculations.

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

- a fixed dollar amount per month,
- a fixed percentage of vacationable gross earnings per month,
- a fixed cents per hour worked or paid,
- a fixed cents per hour worked or paid plus a fixed dollar amount per week or month,
- a fixed dollar amount per month plus a percentage of vacationable gross earnings.

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

Article 11

EMPLOYMENT

- 11.1 (a) For purposes of this Article, a geographic area will be established for each Major Project and geographic areas for the Lines and Stations Construction Zone. The size of these geographic areas will be dependent upon the location of the work and the trade concerned.
- (b) The boundaries of the geographic areas will be jointly established at prejob conferences.
- 11.2 An office will be established by EPSCA, or the Employer with the approval of EPSCA, for each Major Project and the Lines and Stations Construction Zone. A purpose of this office will be to co-ordinate employment as specified in this Article.
- 11.3 EPSCA, or the Employer with the approval of EPSCA, and the Union will exchange the names of their representatives in each of the areas described in 11.1(a), who will be responsible for co-operating in the referral and employment of reliable and competent union members.
- 11.4 EPSCA, or the Employer with the approval of EPSCA, will notify the appropriate Unions of future manpower requirements for all employees coming within the scope of this Agreement.
- 11.5 Where key tradesmen are required, Employers reserve the right to employ and transfer key tradesmen to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation projects and transmission and transformation construction. The parties agree that apprentices do not qualify as “key tradesmen” within the meaning of this Article.
- The employment of key tradesmen and tradesmen employed through the Employment Request Article will be negotiated between EPSCA and the Union.
- 11.6 The employment of additional tradesmen and apprentices, excluding key tradesmen and tradesmen employed Article 12, shall be carried out on the following basis and sequence:
- (a) Recall former employees within twelve (12) months of layoff with the employer, and who remain in good standing with the Union and are registered with the Local Union in whose geographic jurisdiction the work is to be performed;
- (b) Name hire employees from the Local Union hiring hall in whose geographic jurisdiction the work is being performed, with a total amount not to exceed 25% of the total employees required after Recall as per (a) above (effective May 1, 2015 the percentage will be changed from 25% to 50%);

- (c) The EPSCA office, or the Employer with the approval of EPSCA, will request the local union office for additional tradesmen and apprentices as required. The request will include a description of the work, the number of qualified tradesmen and apprentices required, and the name of the Employer for whom the tradesmen and apprentices will be working;
- (d) The Union members who are resident in the designated geographic area will be referred by the Union for employment through the EPSCA office. As much as their out-of-work lists will permit, the Union will supply members on a fan-out basis from the project or work location. The Employers will either hire such persons or substantiate their reasons, in writing, for not doing so.

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

- (e) If, after a request has been made, the Union is unable to supply sufficient tradesmen and apprentices to meet the manpower requirements of the Employers, the Employers may employ tradesmen and apprentices who are resident within the geographic area. Such tradesmen and apprentices shall comply with the requirements of Article 10 of this Agreement. EPSCA shall promptly notify the Accredited Union Representative, in writing, of the names, addresses, date of hire, social insurance numbers, telephone numbers, job location and classification of the persons hired.
- (f) Once the supply of suitable tradesmen and apprentices within the geographic area has been exhausted and additional tradesmen and apprentices are required, EPSCA will contact the International Representative, or his designee, in order to determine whether suitable union tradesmen and apprentices are available outside of the geographic area. EPSCA will co-operate in providing employment to such union tradesmen and apprentices on the basis that they be supplied from the nearest location where they are available.

- 11.7 Notwithstanding the provisions of Articles 11.5 and 11.6, re-employment as required by the Workers Compensation Board shall not be a violation of this collective agreement nor be subject to the provisions of Articles 36 and 37.

Article 12

KEY TRADESMEN

- 12.1 Employer reserves the right to transfer two (2) key tradesmen from one location to another to effectively utilize their special skills, having regard for the special

requirements of thermal, nuclear or hydraulic generation and transmission and transformation construction.

- 12.2 The right to transfer is subject to the provision that the two (2) key tradesmen will not represent more than 50% of the Employer's total required work force.

Article 13

RECALL

- 13.1 The employer may recall former employees who had previously been on the payroll of the Employer.

A member, at date of recall, must be in good standing in the Union and be registered as unemployed with the local union or District Council having jurisdiction where the work is to be performed. Before commencing work, the member must be given a referral slip. To qualify for recall a former employee must be requested within twelve (12) calendar months of termination. The former employee must have been on the payroll of the Employer for at least thirty (30) calendar days in order to be eligible for recall. In order to use this Recall article, an Employer must have previously worked under this Collective Agreement.

- 13.2 In the case of a recall to work, Employers reserve the right to recall Green qualified Atomic Radiation Workers in sequence from the out of work list to the location from where they were laid off. Recalled Greenmen will perform only Greenman work and will not work with the tools as a Carpenter.

Article 14

EMPLOYEE TRANSFER PROVISIONS

- 14.1 The Parties agree an employer is allowed to transfer employees within the geographic area of the Local Union for projects covered by this collective agreement.

Employees transferred must have been on the payroll of the employer for at least fourteen (14) calendar days. The number of employees transferred under this provision shall not exceed 50%.

Article 15

PROJECT LAYOFF PROCEDURE

15.1 The layoff of employees covered by this Agreement, except for employees hired under 11.6 (b), shall be governed by the following:

(a) For the purpose of this Article, there shall be four (4) groups of employees:

- (i) Employees working under a Union Work Permit.
- (ii) Employees who are members of the Union and their Local Union is outside of the Province of Ontario
- (iii) Employees who are non-members of the appropriate local union.
- (iv) Employees who are members of the appropriate local union.

The Union will be responsible for advising an Employer regarding the group status of individual employees.

(b) During a reduction of staff, layoff will commence with category (i) and progress through categories (ii), (iii) and (iv) respectively.

In established cases of compensable accident, or long-term sickness*, an employee will be maintained on the employer's payroll until fit to return to normal duties or until his normal date of layoff, whichever occurs first.

(c) Within category (iv) layoff will be carried out on a project seniority basis for employees having 3 months or more project service providing the remaining employees can perform the work yet to be completed.

For the purpose of this Article, project seniority shall be defined as the length of continuous service at the project in the bargaining unit classifications covered by this Appendix only.

(d) The percentage of employees hired under 11.6 (b) shall be maintained during layoff.

15.2 Subject to Article 16, Foremen, the employer shall have the right to move foremen from construction site to construction site.

When a requirement for foremen no longer exists, the treatment of foremen shall be as follows:

(i) Foremen who are transferred into, or hired as a Foreman at an Ontario Power Generation Inc or Bruce Power construction site as a foreman shall be laid off as a foreman or transferred out to another Ontario Power Generation Inc or Bruce Power construction site as a foreman.

(ii) An employee who has been promoted to the foreman level by the Employer during the course of his employment on an Ontario Power Generation Inc, or Bruce Power construction site, shall not be subject to (i) above and will be reduced to a working position at such site. For layoff purposes the employee will then be subject to Article 15.1.

** A long-term sickness is that which is 30 calendar days or more in duration. In order to remain eligible, an employee on long-term sickness will provide the employer with medical evidence before this period has expired and for every subsequent 30-day period indicating the expected date of return to work.*

15.3 An employee who voluntarily terminates their employment with an Employer on an EPSCA site shall not be entitled to be referred to another Employer on the same site for a period of thirty (30) days, unless both Employers agree.

Article 16

FOREMEN

16.1 It is understood that foremen hold a key position in the relationship between the Employers and the Union. Both parties agree that every effort should be made to recruit and retain foremen who have a high degree of efficiency in the performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of a Union, the Employers and the Union will make every effort to minimize problems that may arise which concern the relationship between the foremen, the Employers and the Union.

16.2 Foremen are the first level of management supervision and, as such, are management representatives. In this capacity, they will exercise duties and responsibilities, as established by their Employers, and will not work with the tools of the trade, except as specified elsewhere in the collective agreement. The parties recognize the responsibility of foremen to discharge their managerial duties. If the Union feels that a foreman is not discharging his managerial duties in a manner that is fair, equitable and without bias, or if an Employer feels that the Union is interfering with a foreman in the performance of his managerial duties, the Employer or the Union may refer the problem to the Project Committee for resolution. If the matter cannot be resolved by the Project Committee, the grievance procedure may be invoked by either party.

16.3 The selection and retention of foremen will be the responsibility of the Employers. When making appointments to the foreman level, the Employers will give consideration

to those journeymen they presently employ. The appointment of foremen in charge of composite or mixed crews will take into account the nature of the work to be done.

- 16.4 In accordance with Article 10 – Union Security and Article 16.3 above, the appropriate Union affiliation for foremen shall be determined, as follows:
- (a) Foremen appointed by internal promotion shall retain the Union membership held prior to appointment.
 - (b) Foremen recruited externally shall:
 - (i) if a Union member, continue that Union membership; or
 - (ii) if not a Union member, join the Union in keeping with the nature of the work to be done.
- 16.5 The rates of pay for foremen shall be 12% above the journeyman rate. Any locals with a foremen differential over 12% will remain at their current foremen differential, the remaining locals will be brought up to 12%.
- 16.6 Foremen required to work shift work other than the regular day shift shall receive the same shift differential rate as the tradesmen represented by the Union.
- 16.7 Overtime rates for Foremen for work performed outside normal hours as defined in Article 31- Hours of Work shall be the same as for tradesmen represented by the Union.
- 16.8 The Employer agrees to pay into operative welfare, pension, and supplementary unemployment benefit plans on behalf of foremen. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradesmen represented by the Union.
- 16.9 To maintain efficiency and productivity, an Employer shall have the right to move foremen from construction site to construction site, as determined at the pre-job conference.
- 16.10 The Employer agrees to pay into operative apprenticeship and training funds on behalf of foremen. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradesmen represented by the Union.
- 16.11 On a charge-out basis, the Employer shall supply foremen with protective clothing appropriate for the conditions under which the work is being done.
- 16.12 Foremen shall be accountable, but not liable, for gang tools used by their crew.

- 16.13 When the crew size is five (5) or less, including the foreman, the foreman may be required to work with the tools of the trade. The foreman if not already eligible to act as a working foreman on the shift will not be used to replace a journeyman on overtime.

Article 17

WAGES

- 17.1 The rates of pay for employees in the classifications listed in Article 2 of this Agreement shall be as set forth in the wage schedules.
- 17.2 Rates of pay for Acoustic and Drywall Workers and Resilient Floor Worker and Carpet Layers shall be as set out in the wage schedules attached hereto and will maintain the existing differentials between these trades and the Carpenter Journeyman rate where applicable.
- 17.3 The rate of pay for sub foreman covered by this Agreement shall be 7% above the journeyman rate.
- 17.4 Effective May 1, 2020 and until April 30, 2025, the rates of pay for employees listed in the classifications listed in Article 2 of this Agreement shall be as set forth in the wage schedules attached hereto.
- 17.5 EPSCA will provide the Union with the current wage schedules.
- 17.6 Hydro One Direct Hires Only: For any overpayment that amounts to \$150.00 or less, the Employer will deduct the full amount of the overpayment from the next regular pay. Notification of the overpayment will be sent to the employees and the union. The employer shall advise the union and obtain the employee's consent prior to recovery of the funds for any overpayment over \$150.00. Should the employee withhold consent, the employer reserves the right to seek recovery through the grievance procedure or other legal proceedings.
- 17.7 In the event that an error is subsequently discovered on the wage schedules the error shall be corrected and applied on a prospective basis and there shall be no retroactive adjustment or claw back.

Article 18

PAY PROCEDURE

18.1 NORMAL

- (a) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week. Except as provided for in 18.1(c) employees who are at work on Thursday and are not paid will be paid on Friday. Such employees will be released one (1) hour, with pay, prior to normal quitting time on Friday to enable them to cash their cheque.
- (b) Wages shall be paid by the Employers on the job site, before quitting time, in cash or by cheque, payable at par in the locality of the job site. Accompanying each payment of wages shall be a written, or electronic statement, which can be retained by the employee, setting forth:
 - (i) the period of time or the work for which the wages are being paid;
 - (ii) the rate of wages to which the employee is entitled;
 - (iii) the amount of wages to which the employee is entitled;
 - (iv) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
 - (v) any allowance or other payment to which the employee is entitled;
 - (vi) the amount of vacation pay for which the employee is being credited;
 - (vii) the amount of statutory holiday pay for which the employee is being credited; and
 - (viii) the net amount of money being paid to the employee.
- (c) In cases of inclement weather being declared on payday, employees will receive their pay before leaving the site provided it is available on the site.

18.2 ON TERMINATION

- (a) An employee who voluntarily terminates his employment will be provided his final pay on the next regular payday.
- (b) An employee who is laid off from a Generation Project will have his final pay and termination documents mailed to his last known address on file with the

Employer by Priority Post within five (5) working days of termination. An employee who is laid off from a Lines and Stations construction site will have his final pay and termination documents mailed to his last known address on file with the Employer within eight (8) working days of termination. This does not preclude an employee being issued his final pay and termination documents on the job prior to the five or eight-day period. After 48 hours of notifying the Employer, the Employee will be entitled to four (4) hours at straight time for each normal workday for which there is non-compliance thereafter.

- (c) An employee who is discharged shall be provided with his final pay immediately if the Employer's pay facilities are on site or as per 18.2(b) if the Employer's pay facilities are not on site.
- (d) Employers will provide one hour's notice of layoff or one hour's pay in lieu of notice to employees who are to be laid off.

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

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

18.3 The Employer may implement direct deposit. An Employer will provide assistance to employees who require assistance obtaining a bank account of the employee's choosing.

18.4 The Employer will provide a Record of Employment (ROE) Form in the employee's final pay or will send the ROE information electronically to Service Canada within the timelines specified by the relevant legislation.

Article 19

CALL-IN PAY

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

If the employee's normal hours of work commence within this four (4) hour period, the employee will be paid premium time from the time he commences work until the start of his normal hours and will revert to his normal hourly rate at the commencement of his normal hours of work.

Article 20

REPORTING PAY ON 8 HOUR AND 10 HOUR SHIFTS

- 20.1 An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of a half shift's pay (4 hours or 5 hours) at the applicable rate when he reports for work, but is given no opportunity to work because none is available. This allowance will be paid to an employee if he is requested to report for any part of the first half of a shift and an additional half shift's pay (4 hours or 5 hours) will also be paid if he is requested to report for work for any part of the second half of the same shift. It is not intended by this Section that an employee receive a reporting pay allowance greater than his pay for normal daily hours.
- 20.2 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.
- 20.3 Notwithstanding that work is available and an employee is able to commence or continue work, the Employer may shut down a job to avoid the possible loss of human life because of an emergency situation such as H2S leaks, bomb threats, fire, etc., that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked.

Article 21

INCLEMENT WEATHER PAY

- 21.1 When an employee reports at the beginning of a shift, but is unable to commence work because weather conditions are unsuitable, he shall receive two (2) hours' pay at the appropriate straight-time rate plus shift differential if on shift or the appropriate premium rate if on overtime, plus travel allowance where applicable. The employee shall remain at his place of work for two (2) hours unless he is permitted to leave by his Employer.

Article 22

GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

DAILY TRAVEL ALLOWANCE

- 22.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Section 22.2, on the following basis:
- (a) If an employee lives within forty (40) radius kilometers* of the project, no travel allowance will be paid.
 - (b) If an employee lives within 40 to 56 radius kilometers the project, he shall receive the rates as set out below for each day worked or reported for.
 - (c) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive the rates as set out below for each day worked or reported for.
 - (d) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive the rates as set out below for each day worked or reported for.
 - (e) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Article 22.2 below, he shall receive the rates as set out below for each day worked or reported for.

Article	Daily Travel			
	22.1 b	22.1 c	22.1 d	22.1 e
	40-56 radius km	56-80 radius km	80-97 radius km	>97 radius km
5/1/2020	\$31.07	\$36.10	\$41.38	\$47.84
5/1/2021	\$31.38	\$36.46	\$41.79	\$48.32
5/1/2022	\$31.69	\$36.82	\$42.21	\$48.80
5/1/2023	\$32.01	\$37.19	\$42.63	\$49.29
5/1/2024	\$32.33	\$37.56	\$43.06	\$49.78

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

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

When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement.

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

ROOM AND BOARD

22.2 The following conditions will apply for employees whose regular residence* is more than 97 radius kilometers from the project:

(a) An Employer may supply either:

- (i) Room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or
- (ii) a subsistence allowance;

subject to Article 22.2 (b), (c) and (d) below.

(b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance as set out below for each day worked or reported to for when employed at a location south of the French river and as set out below for each day worked or reported for when employed at a location north of the French River subject to Article 22.2 (c) and 22.2 (d) below.

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

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

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

Article	Room and Board			
	22.2 b	22.2 b	22.2 c	22.2 d
	North of French	South of French	Travel >97	Pickering & Darlington
5/1/2020	\$116.18	\$94.77	\$57.50	\$76.83
5/1/2021	\$117.34	\$95.72	\$58.08	\$78.75
5/1/2022	\$118.51	\$96.68	\$58.66	\$80.72
5/1/2023	\$119.70	\$97.65	\$59.25	\$82.74
5/1/2024	\$120.90	\$98.63	\$59.84	\$84.81

- 22.3 If an apprentice does not qualify for Room and Board under Article 22.2, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel rates as per the rates in Article 22.1 (e).
- 22.4 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 22.1 and 22.2 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer.
- 22.5 An employee who maintained a regular residence within the geographic area for the purposes of employment and who relocates outside the geographic area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.
- 22.6 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:
- (a) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day, unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.
- (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday

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

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

22.7 For OPG Generation construction projects within the geographical area of Local 2486 and Local 1669 the following will occur:

- (a) EPSCA, the Union and OPG will review, on a project-by-project basis, the travel, board and initial/return travel provisions to determine if they are adequate.
- (b) Considerations include, but are not limited to the location of work, availability of accommodations and travel time etc.
- (c) The review will normally be conducted as part of the pre-bid information process (i.e. prior to awarding the final contract).
- (d) If new conditions arise, EPSCA, the Union and OPG will attempt to rectify the situation within seven (7) days of being notified by either party;
- (e) If additional travel/board allowances are not required for the project, the existing Collective Agreement provisions will apply.

22.8 All distances for the purpose of this section will be determined by electronic means, such as Google Earth.

22.9 Travel Time Within Local 2486 and Local 1669

This article applies to Ontario Power Generation (OPG) construction projects within the geographical jurisdiction of Local 2486 and Local 1669. When an employee is in receipt of Room and Board allowance on remote projects, where the roads from the temporary accommodation to the work location are loose surface and where the nearest place of accommodation is in excess of forty (40) radius kilometers from the job, an employee will receive the following when travelling from the nearest available accommodation:

- (a) If travelling to a project within 40-56 road km, ½ hour regular time pay;
- (b) If travelling to a project within 57-80 road km, 1 hour regular time pay;
- (c) If travelling to a project within 81-120 road km, 1 ½ hours regular time pay;
- (d) If travelling to a project within 121-160 road km, 2 hours regular time pay;

- (e) If travelling to a project over 160 road kms, then actual travel time will be paid at the regular rate of pay.

Travel allowance will be adjusted when the employee's work location changes.

- 22.10 All applications for daily travel and room and board must be completed and filed with the Employer within twenty-one (21) days of employment. The Employer will not be responsible for any applications filed thereafter, inclusive of an employee who has been laid off, has quit or has been terminated within the first twenty-one (21) days of employment.
- 22.11 Employees using company vehicles are not entitled to daily travel.

Article 23

TRAVEL AND TRANSPORTATION

23.1 INITIAL EMPLOYMENT

On recruitment of tradesmen who live between 97 and 162 radius kilometers from the project, the Employer shall pay \$32.00 for the initial trip to the project.

- 23.2 On recruitment of tradesmen who live in Ontario but beyond 162 radius kilometers from the project, the Employer shall pay 33¢ per radius kilometer (40 cents per radius kilometer for Lines and Stations only), plus an allowance for travel time equivalent to one hour's pay for each 81 radius kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives.

- 23.3 On recruitment of tradesmen who live outside Ontario and beyond 162 radius kilometers from the project, the Employer shall pay the equivalent of the cost of public transportation plus an allowance for travel time equivalent to one hour's pay for each 81 radius kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

- 23.4 To qualify for payment in 23.1, 23.2 and 23.3, the employee must be available for work for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

- 23.5 On termination of employment due to a reduction of staff, an employee entitled to payment under 23.1, 23.2, or 23.3 will be entitled to return expenses calculated in the same manner as in 23.1, 23.2, or 23.3 above, for the return trip from the project. An employee whose employment terminates for any reason other than reduction of staff will not be eligible for return payment.

23.6 TRANSFER

When transferring employees the Employer will pay the equivalent of the cost of public transportation for the initial trip to the project from the employee's most recent work location. For Lines and Stations only, the Employer may elect instead to pay mileage at \$.40/km. In addition, the Employer will pay an allowance for travelling time equivalent to the straight-time rate up to a maximum of 8 hours.

23.7 Use of Personal Vehicle – Lines and Stations

An employee who is requested or receives approval from an authorized representative of his/her Employer to use his/her personal vehicle for the convenience of his/her Employer shall be reimbursed at \$0.40 per kilometer travelled for such use of his/her vehicle.

Article 24

STANDOFF

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

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

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

- 24.3 If an employee elects layoff beyond the tenth (10th) consecutive working day, it shall be carried out in accordance with the terms of the Layoff/Seniority provisions of this Collective Agreement. An employee laid off will be issued a Record of Employment form on his date of layoff indicating "Layoff – Shortage of Work". The Employer does not retain recall rights if the employee elects Layoff.

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

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

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

Article 25

REST PERIOD

- 25.1 For employees working normal hours, a fifteen (15) minute rest period will be allotted, at the time and in a reasonable location as directed by the Employer, for each half shift worked. Where a half shift is less than four (4) hours, there shall be no rest period.
- 25.2 For employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift before commencing overtime work.
- 25.3 For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two hours of overtime worked.

Article 26

LUNCHROOM FACILITIES

- 26.1 Adequately heated accommodation separate from change rooms and washrooms shall be provided by the Employer on each project when necessary and where such accommodation can be reasonably provided for. Such accommodation shall be weatherproof and shall be kept reasonably clean. A table and sufficient benches or seats for the employees on the job shall be provided in the accommodation. Trailerized or portable accommodation shall include tables, benches, light, heat maintained at a minimum of sixty-eight (68) degrees Fahrenheit, proper access and egress, and shall not be used for material storage.

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 ½) hours beyond the normal quitting time of

the third shift, he shall be provided with a meal (or an equivalent meal allowance of \$17.00) 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) 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 (or an equivalent meal allowance of \$17.00).

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 ½) 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 (or an equivalent meal allowance of \$17.00) 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 (or an equivalent meal allowance of \$17.00).

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 and second shifts.

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

Article 28

TOOLS AND CLOTHING

- 28.1 An employee shall be required to provide himself with the ordinary hand tools of his trade, based on established trade union practices at the time of signing of this Agreement. EPSCA and the Union shall establish an appropriate tool list (list attached hereto). Each Employer will provide, insofar as is practical, separate facilities for storing tools but shall not be held responsible for losses, except as noted hereunder:
- (a) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider the full estimated value on the merit of each case in determining replacement or payment. This will include only personal tools that a tradesman is required to have to perform his normal duties with his Employer.
 - (b) Each Employer will compensate his employees for ordinary hand tools and clothing lost by theft from locked storage provided by him for his employees. Claims must be submitted, in writing, and must provide substantiating evidence of forcible entry to locked storage. Payment or replacement for personal clothing lost by theft on the work site shall be limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.
 - (c) In the event of loss by fire at an Employer's camp or on the work site in an Employer designated storage area, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$1,100.00 for the loss of personal clothing will be made by the Employer. Payment or replacement for personal clothing lost by fire on the work site shall be limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.
- 28.2 An employee who has obtained tools from his Employer shall be allowed sufficient time, in the opinion of Management, to return such tools to his Employer during working hours. An employee receiving tools from his Employer shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, an employee will be allowed reasonable time to return tools to his Employer.
- 28.3 Gang tools shall be the responsibility of the Employer.
- 28.4 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive seventeen dollars (\$17.00) per day effective May 1, 2020. A day for the purposes of this item shall be

defined as any period up to twelve (12) hours.

- 28.5 Employees who report to work and are not in possession of the ordinary hand tools of the trade shall not be eligible for employment and the employer shall have the right to refuse employment or to continue to employ such employees. In the latter instance, the employer shall not be required to pay reporting pay as established in Article 20.
- 28.6 The employer shall supply the necessary equipment for use by an employee or outside services to keep employee's tools in good condition. If an employee is required to maintain his own tools in good condition, he shall be allowed to do so during working hours.

Article 29

PROTECTIVE CLOTHING AND EQUIPMENT

- 29.1 Employees must, at their own expense, provide suitable clothing for the performance of their regular duties.
- 29.2 Employees are required to wear protective clothing and use protective equipment, as determined by the Employer, for the work being done.
- 29.3 The Employer shall provide suitable rainwear when required.
- 29.4 The protective clothing and equipment that is provided by the Employer shall be charged out to an employee and the employee shall be responsible for the return of such clothing and equipment to his Employer.
- 29.5 On abnormally dirty and/or corrosive work in which employees' clothes may be permanently damaged, the Employer shall supply and maintain the appropriate protective clothing at no cost to the employee. Such protective clothing will remain the property of the Employer and will be returned by the employee upon completion of the work involved.

Article 30

APPRENTICESHIP AND TRADES TRAINING

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

- 30.3 The Employer agrees to pay into operative apprenticeship or training funds the amount specified for apprenticeship or training as set forth in the wage schedules attached hereto.
- 30.4 The Union agrees to supply EPSCA with all pertinent information regarding these funds including all administrative material that is required for their implementation.
- 30.5 Training programs established by the Employers to provide skills required in the electrical power systems sector shall be funded by reducing the Employer's contribution to the training fund in the specific locality where the training is taking place by an amount of money equivalent to the cost of such programs
- 30.6 Apprentices shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to three (3) Journeymen. By agreement of the parties the ratio may be further reduced.
- 30.7 Both parties to this Agreement acknowledge the Employer's and the Union's responsibilities, respectively, in the training of apprentices to meet the Employer's current and future needs. To this end the Employer and the Union agree to participate in an apprenticeship program under the auspices of the Trade Qualification and Apprenticeship Act. The Employer agrees to maintain a training program appropriate to his needs and class and character of work.

The Union and the Employer agree that an apprentice who is laid off to attend Trade School shall not lose their seniority for the time spent to attend said schooling, and will retain their original placement on the site upon completion of Trade School.

- 30.8 In addition to working the required hours, it is understood that apprentices shall not be entitled to the next applicable term or yearly wage rate unless and until they have completed the required in school training sessions and passed any required exams; or approved for advancement by the Local Apprenticeship Committee.

The Employer of an apprentice shall grant time off for the apprentice to attend training.

Article 31

HOURS OF WORK

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

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

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

but not concurrently on the same work program.*

Employees will not be moved from work program to work program to circumvent overtime. Disputes arising from this Article are subject to the grievance procedure.

Each Employer will notify the Local Union of the weekly hours of work for each work program* at the site.

Weekly hours of work will be established for a minimum period of two (2) weeks.

If an Employer intends to change the weekly hours of work, a minimum of five (5) days written notice shall be sent to the Local Union.

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

The shift differential for those employees working the afternoon shift when a two shift operation has been established by the Employer will be one-seventh (1/7) for scheduled hours worked on that shift.

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

Nuclear Sites Only

The start time for the day shift shall be between 6:00am and 9:00am. The start time for the afternoon shift shall be immediately following the day shift or within 2 hours either way of the end of the day shift. Crews may have different start times. The start times are not to circumvent overtime.

Notwithstanding any other Article in this collective agreement, employees performing plastics work in a Zone 3 nuclear environment will have the following meal and rest periods:

- (a) 1-30 minute meal period in each 8 or 10 hour shift (a meal break will not be delayed more than five (5) hours from the start of the shift);
- (b) 1-30 minute meal period for the first 2 hours worked beyond the regular quitting time on a 8 or 10 hour shift and for each 4 hours worked thereafter. Overtime meal periods will be at straight time if the employee has been

notified of the overtime the day before or if a free meal is provided. The meal period will be at a premium time if a meal is not provided.

- (c) 2-15 minute rest periods in each 8 or 10 hour shift; in the event that rest periods are not taken, the employee will either be paid an additional ½ hour of wages or be allowed to leave work ½ hour early with pay;
- (d) If an employee works beyond the normal quitting time of a 10 hour shift and does not take rest periods or overtime meal period the employee will either be paid 1.5 hours at the appropriate additional wages or allowed to leave 1.5 hours early;
- (e) An employee will receive a 15 minute rest break for each 2 hours of overtime worked when not entitled to a meal break and has taken rest breaks as per (b) above;
- (f) Employees who are medically required to take more or different rest or meal periods will be accommodated.

31.2 Three (3) Shift Operation

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

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

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

- *Outages,*
- *Specific contracted scopes of work,*
- *Various and different modifications in an operating plant where the owner dictates the hours of work, or*
- *Subcontracts for a prime contractor where the prime contractor dictates the hours of work.*

Those employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift at the straight time plus the appropriate shift differential as set out in the Shift Differential Article of this agreement.

Those employees working on the night shift shall work seven (7) hours per shift plus the appropriate shift differential as set out in the Shift Differential Article of this agreement.

31.3 Shift Change

A shift will be deemed to be established providing at least four (4) consecutive days of a shift are to be worked excluding Saturdays, Sundays and recognized holidays. If an employee is removed from their scheduled shift prior to completing four (4)

consecutive shifts, the employee will be paid shift differential for the balance of the four (4) consecutive shifts that would have been worked had the employee not been reassigned.

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

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

31.6 LUNCH PERIODS FOR MAJOR PROJECTS, AND
LINES AND STATIONS CONSTRUCTION ZONE

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

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

31.7 When an employee is required to return to work without an eight (8) hour break, all work performed shall be at the premium rate until such time as the employee receives an eight (8) hour break. This provision does not apply when a change in an employee's normal shift (as defined in this Article) occurs or to call-in situations.

Article 32

PREMIUMS

32.1 When an employee is required to work from a bosun chair, swing stage or rope access equipment he will receive an additional fifty-five (55) cents per hour for each hour worked.

32.2 When an employee is required to erect or dismantle suspended or free-hanging scaffold, he shall receive an additional forty-five (45) cents per hour for each hour worked. This premium shall only apply when employees are required to perform the erection or dismantling of this scaffold above a working floor or platform.

This premium shall not apply to foremen engaged in the supervision of this work.

32.3 Notwithstanding the "Wages" article of this Agreement, when an employee is required to work as a Diver, he shall receive one hundred dollars (\$100.00) per day over and above the journeyman rate, provided he has carried out a diving function during that day. Diving conditions shall be in accordance with the "*Occupational Safety Code for Diving Operations*" established by the Canadian Standards Association.

32.4 Divers and Tenders shall have complete Provincial mobility. A Diver and Tender shall register by telephone with the Local Union or District Council having jurisdiction over the area where the work is to be performed.

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

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

Article 33

SHIFT DIFFERENTIAL RATE

33.1 Employees required to work shift work, other than the regular day shift, 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 34

OVERTIME RATES

34.1 Overtime rates are paid for work performed outside of normal hours as defined in the "Hours of Work" Article of this Agreement and for work performed on Saturday, Sunday and the Statutory Holidays listed in Article 35 of this Agreement. Overtime rates shall be calculated as a premium over the appropriate shift rate.

34.2 Overtime rates of pay for employees listed in Article 2 of this Agreement shall be as set forth in the wage schedules.

34.3 Overtime rates for divers as per the classifications listed in Article 2 of this Agreement shall be two times the appropriate shift rate paid for all hours worked outside of the normal hours in any one day, Monday to Friday, and for all hours worked on Saturday, Sunday and the Statutory Holidays listed in Article 35 of this Agreement.

- 34.4 The overtime rates for Resilient Floor Worker and Carpet Layers shall be as set forth in wage schedules attached hereto.
- 34.5 When overtime work is required Monday to Friday, a minimum of one-half (1/2) hour's work will be provided at the appropriate rate of pay.
- 34.6 Effective May 1, 2020 and until April 30, 2025, the overtime rates shall be as set forth in wage schedules attached hereto, except for Divers.
- 34.7 EPSCA will provide the Union with current wage schedules.
- 34.8 The Chief Steward will be informed of all overtime and shall be given the opportunity to work. In the event, he declines the work; he shall be responsible to designate a steward to work the overtime who is qualified to perform the available work.

Article 35

STATUTORY HOLIDAYS

- 35.1 Statutory Holiday pay rate shall be six (6) percent of vacationable gross earnings. Payment shall be made weekly on the employee's regular pay cheque.

The Statutory Holidays recognized under this Agreement are:

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

Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday or Sunday, it shall be observed on either the preceding Friday or the following Monday.

EPSCA reserves the right to change the day of observance of a Statutory Holiday when such a holiday falls on a Tuesday, Wednesday (Canada Day only) or Thursday.

Article 36

GRIEVANCE PROCEDURE

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

The grievance procedure and arbitration procedure in Article 36 & 37 does not apply to jurisdictional disputes.

36.2 **PRELIMINARY DISCUSSION**

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

36.3 **FIRST STEP**

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

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

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

The Appropriate EPSCA Representative shall give his reply on the prescribed form to the Accredited Union Representative within five (5) working days from the date of the First Step meeting.

Copies of completed grievance forms signed by the appropriate parties shall be filed by the Appropriate EPSCA Representative with the General Manager of EPSCA. The Accredited Union Representative for the grievor will file a copy with the Union.

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

36.4 SECOND STEP

Within ten (10) working days after the disposition has been issued under the First Step of this procedure, the Accredited Union Representative may refer the grievance on the prescribed form to the Appropriate EPSCA Representative. A copy of the grievance form shall be forwarded by the Accredited Union Representative to the International Representative of the Union.

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

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

36.5 EPSCA OR UNION GRIEVANCES

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

36.6 TIME LIMITS

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

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

36.8 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

Article 37

ARBITRATION

37.1 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 36, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA or the Union to a Board of Arbitration for adjudication.

The party desiring to submit the dispute to arbitration shall notify the other party, in writing, of its desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board, when selected or appointed, will proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.

37.2 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.

37.3 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.

- 37.4 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 38

NO STRIKE - NO LOCKOUT

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

Article 39

BENEFITS

- 39.1 The Employer agrees to pay into operative welfare, pension and supplementary unemployment benefit plans, the hourly or monthly amounts, whether in addition to the wage rates or deducted from the wage rates, for employees covered by this Agreement. The amounts will be as set out in the wage schedules attached hereto.

The Employer also agrees to follow the administrative practices associated with such plans.

- 39.2 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 for greater than fifteen (15) days provided the Employer has received five (5) days' written notice to correct such 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.
- 39.3 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 Act 1991*, as amended, in relation to the Employee Wage Protection Program.
- 39.4 The Union agrees to supply the Employer with all information regarding the welfare, pension and supplementary unemployment benefit plans and also all administrative material that is required for the implementation of them.

- 39.5 In any area where the rate of pay for Resilient Floor Worker and Carpet Layer has been established as 85 percent (85%) of the EPSCA Carpenter Journeyman rate for that area, the Employer will pay to the Resilient Floor Worker and Carpet Layer as a special allowance the amount of welfare, pension and supplementary unemployment benefits that has been established by EPSCA as payable on behalf of Carpenter Journeymen when employed in that area.
- 39.6 Any changes in welfare, pension or S.U.B. plan contributions during the term of this Agreement will be confirmed, in writing, by the Union to EPSCA before such changes are put into effect. Any changes in contributions will reflect an adjustment of the base rate; the total package will not be changed.

Article 40

VACATION PAY

- 40.1 The Vacation Pay rate shall be four (4) percent of vacationable gross earnings*. Payment shall be made weekly on the employee's regular pay cheque.

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

** "Vacationable gross earnings" means pay for regular hours, overtime, premium pay, shift differential, lines and stations daily travel time, retroactive pay adjustments, reporting pay, inclement weather pay, call-in pay, Saturday and Sunday premiums and trade training, but does not include payment for initial and return travel.*

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

Article 41

ASSOCIATION FUND

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

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

EPSCA shall indemnify the Union for any liability arising from an Employer's failure to remit such contributions.

Article 42

RADIATION WORK

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

Article 43

WELDING TESTS

- 43.1 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.
- 43.2 A welder referred to the Employer by the Union who has never had a welding certificate will take the applicable test on his own time and pay for such test.
- 43.3 Employees required to take welding tests at time of hire or any other time during their period of employment will be paid their normal wages for the time required to take such tests.
- 43.4 When an employee is required to perform welding work, the Employer where required shall supply, at no cost to the employee, welding gloves, welding helmets, welding and burning goggles, welding sleeve leathers and welding jacket.

Article 44

ABORIGINAL CONTENT COMMITMENT

- 44.1 Where an aboriginal commitment has been established on a project, the Union will agree to the conditions required to meet the commitment. The Employer will advise the Union prior to implementing the commitments.

Article 45

TERM OF AGREEMENT

- 45.1 This Agreement shall continue in full force and effect from May 1, 2020 until April 30, 2025.

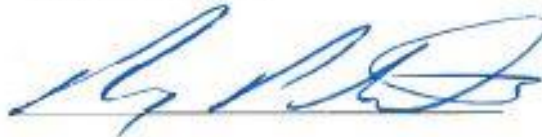
In Witness whereof, EPSCA and the union have caused this Agreement to be executed in their names by duly authorized representatives at Toronto this 1 day of May, 2020.

For: The Electrical Power Systems
Construction Association



Alex Lolua

For: Carpenters District Council of Ontario,
United Brotherhood of Carpenters and
Joiners of America



Ryan Plante

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 Articles 22.1 and 22.2 (or Appendix C, Articles 1.1 and 1.2 for Lines and Stations).
- (c) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.
- (d) An employee who is absent from work without approval and who remains in camp and is still absent from work the following day without approval will be charged \$25.00 for the day of absence and each successive day of unapproved absence.

Hours of Work

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

(APPENDIX A – Moose River Basin: Northern Ontario - continued)

Wrap Around

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

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

(*) For work performed on Hydro One sites: "161 radius kilometers" shall be converted into one hundred and eighty-nine (189) road-driven kilometers

(**) For work performed on Hydro One sites: "eighty (80) kilometres" shall be converted into eighty (80) road-driven kilometers

APPENDIX B

7-DAY COVERAGE

NUCLEAR SITES

When working under the provisions of this 7-day shift schedule, all conditions listed below will supersede those in the other Articles/Sections of this Collective Agreement. Where this shift schedule is silent, the appropriate Article/Section in the Collective Agreement applies.

These provisions would only apply to work performed on a Nuclear Facility and the work must be covered by the “Modified Provisions of this Construction Agreement”.

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

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

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

Shift work may be established by the Employer to provide seven days per week work coverage, on a 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 which shall be equal to the Shift Differential as found in the collective agreement for this shift.

(APPENDIX B – 7-Day Coverage Nuclear Sites - continued)

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 which shall be equal to the Shift Differential as found in the collective agreement for this shift.

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid at the appropriate overtime 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.

APPENDIX C

LINES AND STATIONS

All other terms and conditions of the collective agreement will apply to work on Lines and Stations unless modified or supplemented by this Appendix. In the event of a conflict between language in the collective agreement and the language in the Lines and Stations Appendix, the language in the Lines and Stations Appendix will prevail.

The following Articles have been moved from the main body of the agreement into this Appendix:

D 1.1 – Lines and Stations – Foreman Rate

The rate of pay for Foremen working in Lines and Stations under the Modified Provisions of this construction agreement shall be twelve percent (12%) per hour above the journeyman rate. Any locals with a foremen differential over 12% will remain at their current foremen differential, the remaining locals will be brought up to 12%.

D 1.2 – Lines and Stations – Daily Travel Allowance and Room and Board

1.1 DAILY TRAVEL ALLOWANCE

The daily travel allowance will be paid by the Employers to their employees who are not living in camp or receiving a subsistence allowance as referred to in Section 1.2 on the following basis:

- (a) If an employee lives less than fifty (50) road-driven kilometers from the work location or declared assembly point, no travel allowance will be paid.
- (b) If an employee lives within fifty (50) to seventy (70) road-driven kilometers from the work location or declared assembly point, he shall receive the rates as set out below for each day worked or reported for.
- (c) If an employee lives within seventy (70) to ninety-six (96) road-driven kilometers from the work location or declared assembly point, he shall receive the rates as set out below for each day worked or reported for.
- (d) If an employee lives within ninety-six (96) to one hundred and ten (110) road-driven kilometers from the work location or declared assembly point, he shall receive the rates as set out below for each day worked or reported for.
- (e) If an employee lives greater than or equal to one hundred and ten (110) road-driven kilometers from the work location or declared assembly point, and does not qualify for

subsistence allowance under Section 1.2 below, he shall receive the rates as set out below for each day worked or reported for.

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

For the purpose of the Collective Agreement, “road-driven kilometres” is based on the shortest available road-driven distance from where an employee lives to either the work location or declared assembly point, depending on where the employee is directed to report, as measured through Google Maps.

Employees using company vehicles are not entitled to daily travel.

	Daily Km Travel			
	1.1 b	1.1 c	1.1 d	1.1 e
	50-70 road- driven KM	70-96 road- driven KM	96-110 road- driven KM	≥110 road- driven KM
5/1/2020	\$30.23	\$34.81	\$ 39.39	\$ 43.64
5/1/2021	\$30.61	\$35.25	\$ 39.88	\$ 44.19
5/1/2022	\$30.99	\$35.69	\$ 40.38	\$ 44.74
5/1/2023	\$31.38	\$36.14	\$ 40.88	\$ 45.30
5/1/2024	\$31.77	\$36.59	\$ 41.39	\$ 45.87

ROOM AND BOARD

1.2 The following conditions will apply for employees whose regular residence* is greater than or equal to one hundred and ten (110) road-driven kilometers from the work location:

- a) An employer may supply either:
 - (i) room and board in camp or a good standard of board and lodging; or
 - (ii) a subsistence allowance;

subject to Sections 1.2 (b) and (c) below.

- b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence

allowance shall receive the rates as set out below for each day worked or reported for subject to Section 1.2 (c) below.

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

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

- c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the work location. Employees who travel daily to locations greater than or equal to one hundred and ten (110) road-driven kilometers from the project will be entitled to the rates as set out below for each day worked or reported for subject to Section 1.3 for each day worked or reported for.

Room and Board		
	1.2 b	1.2 c
	Board Allowance	Travel ≥97 Radius KM
5/1/2020	\$106.78	\$ 50.84
5/1/2021	\$108.92	\$ 51.48
5/1/2022	\$111.10	\$ 52.12
5/1/2023	\$113.32	\$ 52.77
5/1/2024	\$115.59	\$ 53.43

- d) When an employee's regular residence is more than six hundred (600) road-driven kilometers from the project, and the job or project is worked on a four ten (4x10) hour work week, the employee shall receive room and board allowance on a five day basis for a regular work week. If the employee is required to work an additional ten (10) hour shift beyond the normal four ten (4x10) hour shift, the employee will be entitled to room and board allowance for an additional ten (10) hour shift worked to a maximum of seven (7) days room and board in a week.

1.3 An employee shall not qualify for daily travel allowance or room and board allowance

as provided for in Sections 1.1 and 1.2 above, when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer. Such permission shall not be unreasonably denied.

- 1.4 An employee who maintained a regular residence within the geographic area for the purposes of employment and who relocates outside the geographic area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.
- 1.5 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 \$25.00 per day. This will be applied on the following basis:
 - (a) An employee who remains in camp on a normally scheduled workday on which he does not work will be charged \$25.00 per day unless he is excused from work by an authorized representative of his Employer.
 - (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
 - (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
 - (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
- 1.6 If an apprentice does not qualify for Room and Board under Article 1.2 and lives beyond 110 road-driven kilometers from the project, he or she shall receive daily travel rates as per the rates in Article 1.1 (e).
- 1.7 All applications for daily travel and room and board must be completed and filed with the Employer within twenty-one (21) days of employment. The Employer will not be responsible for any applications filed thereafter, inclusive of an employee who has been laid off, has quit or has been terminated within the first twenty-one (21) days of employment.

D 1.3 – Lines and Stations Construction – Daily Travel Time

- 1.1 All travel time will be outside of normal working hours.

- 1.2 (a) An employee will be paid his straight-time rate for all time spent travelling from his assembly point to his work location on normal working days.
- An employee will be paid premium time for all time spent travelling from his assembly point to his work location on days other than normal working days.
- (b) An employee will travel up to a maximum of one hour on his own time when returning from his work location to his assembly point. An employee will be paid his straight-time rate for all time spent travelling in excess of one hour.
- 1.3 All time in excess of one hour spent travelling from the work location to the assembly point on non-working days shall be compensated for at the appropriate premium rates of pay.
- 1.4 The Employer will supply transportation between the assembly points and work locations.
- 1.5 Employees using company vehicles are not entitled to daily travel.

D 1.4 – Lines and Stations Construction – TRAVEL AND TRANSPORTATION

1.1 INITIAL EMPLOYMENT

On recruitment of tradesmen who live between one hundred and ten (110) and one hundred and eighty nine (189) road-driven kilometers from the project, the Employer shall pay \$32.00 for the initial trip to the project.

- 1.2 On recruitment of tradesmen who live in Ontario but beyond one hundred and eighty nine (189) road-driven kilometers from the project, the Employer shall pay 40¢ per road-driven kilometer, plus an allowance for travel time equivalent to one hour's pay for each ninety-six (96) road-driven kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives.
- 1.3 On recruitment of tradesmen who live outside Ontario and beyond one hundred and eighty nine (189) road-driven kilometers from the project, the Employer shall pay the equivalent of the cost of public transportation plus an allowance for travel time equivalent to one hour's pay for each ninety-six (96) road-driven kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.
- 1.4 To qualify for payment in 1.1, 1.2 and 1.3, the employee must be available for work for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.
- 1.5 On termination of employment due to a reduction of staff, an employee entitled to payment under 1.1, 1.2, or 1.3 will be entitled to return expenses calculated in the same manner as in

23.1, 23.2, or 23.3 above, for the return trip from the project. An employee whose employment terminates for any reason other than reduction of staff will not be eligible for return payment

1.6 TRANSFER

When transferring employees the Employer will pay the equivalent of the cost of public transportation for the initial trip to the project from the employee's most recent work location. The Employer may elect instead to pay mileage at \$0.40 per road-driven kilometers. In addition, the Employer will pay an allowance for travelling time equivalent to the straight-time rate up to a maximum of 8 hours.

1.7 Use of Personal Vehicle

An employee who is requested or receives approval from an authorized representative of his/her Employer to use his/her personal vehicle for the convenience of his/her Employer shall be reimbursed at \$0.40 per road-driven kilometer travelled for such use of his/her vehicle.

D 1.5 – Lines and Stations – 7 Day Coverage Hydro One

This shift schedule is intended for work greater than two (2) weeks in duration; however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

These provisions will only apply to work performed on Lines and Stations as follows: “for emergency work until the system is restored to the pre-emergent state”

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

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

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

First Shift

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

Second Shift

Regularly scheduled hours of work, Monday to Friday inclusive, shall be paid at straight time hourly rates, plus a shift differential which shall be equal to the Shift Differential as found in the collective agreement for this shift.

Third Shift

Regularly scheduled hours of work, Monday to Friday inclusive, shall be paid at straight time hourly rates, plus a shift differential which shall be equal to the Shift Differential as found in the collective agreement for this shift.

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid the appropriate overtime rate for that trade. 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.

D 1.6 – Lines and Stations – Foreperson/Senior Foreperson

- 1.1 The parties agree to add a new classification of Senior Foreperson, Article 16 applies to the Foreperson and Senior Foreperson Classifications
- 1.2 The rates of pay for the Senior Foreperson will be **15%** above the journeyman rate

D 1.7 – Lines and Stations – Foreperson in Training

The parties agree to establish the Foreperson in training (FIT) Classification. For clarity, only a journeyperson carpenter is eligible for selection as a FIT. It is understood that FITs hold responsible positions in the relationship between the Employer and the Union. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employer and the Union will make every effort to minimize problems that may arise

which concern the relationship between the Employer and the Union. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the FIT, the Employer and the Union.

The parties recognize the responsibilities of FITS to discharge their managerial duties. If the Union feels that the FIT is not discharging his or her managerial duties in a manner that is fair and equitable or if the Employer feels that the union is interfering with the FIT in the performance of his or her managerial duties, the Employer and the accredited Union Representative shall discuss for resolution. If the matter cannot be resolved, the grievance procedure may be invoked by either party.

The selection of FITs will be the responsibility of the Employer. Nothing regarding the selection of FITs is subject to the grievance procedure. For clarity, the specific criteria utilized, or the selection of FITS will not be subject to the grievance procedure. When making appointments, the Employer will give consideration to those employees presently employed.

The retention of Fits will be the exclusive right of the Employer. In the interest of efficiency and productivity, the Employer shall have the right to move FITs from construction site to construction site.

The FIT differential shall be **8%** above the journeyperson wage rate as set out in the existing wage schedules. The rates of pay for all FITs covered by this agreement will be set forth in the current wage schedules.

FITs may be required to work with the tools where the crew size is five (5) or less Union members. In all instances, the primary responsibility of the FIT shall be to perform his or her safety and supervisor duties.

D 1.8 – Lines and Stations – Mobility

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

- 1.1 When performing work on a new construction line project that spans multiple local union geographic jurisdictions, the EPSCA owner and or contractor shall have the opportunity to keep the crew intact, and move the entire crew across geographic jurisdictions.
- 1.2 Crew members and local union requirements will be determined and communicated to the affected local union representative in advance of beginning to work on the project (e.g. at the mark-up meeting, if one is required for the specific project). The crew will reflect the amount of work (percentage) in each union territory

- 1.3 An increase or decrease to the crew (e.g. hiring, layoff, etc.) will be done in accordance with the collective agreement save and except as modified in this Appendix.
- 1.4 When mutually agreeable, the EPSCA owner/contractor may agree to modify the make up of crew by replacing incumbent “travelers” with local members on the union’s out of work list.

D 1.9 – Lines and Stations – Union Stewards

The provisions of Article 6.4 are not applicable to Union Stewards in Lines and Stations. The Chief Steward shall be notified of all overtime work. Additionally, for Lines and stations work, a steward shall be given the first opportunity to work scheduled overtime provided he/she is able to perform the work required and is currently working on the site where the overtime is being worked. If overtime is scheduled on a non-scheduled work day, the Steward will be given the opportunity to work overtime, providing it is practical and they are qualified to perform the work.

With respect to overtime as outlined above, a steward(s) opportunity to work overtime shall not be unreasonably denied.

D 2.0 – Lines and Stations – Flame Resistant Clothing

The wearing of flame and arc resistant clothing has been made mandatory on Hydro One construction sites. In recognition of this requirement, employees will be issued an initial allotment of \$900.00 to purchase such clothing from the approved supplier, as directed by the Employer.

The replacement or mending of clothing is the responsibility of the Employer. Employees will be allowed to replace work or damaged clothing with equivalent items or with alternate items up to the value of the item being replaced.

This article will expire automatically upon the expiry of the collective agreement (unless renewed by the parties) or if flame resistant clothing becomes a legislated requirement on Hydro One sites, whichever is sooner.

D 2.1 – Lines and Stations – Competitive Transmission Re-opener

It is understood and agreed by both parties that reasonable steps may be made to ensure competitiveness and market share. Taking into account such consideration, the terms and conditions of this Collective Agreement may be modified by written agreement between the Union and the Employer.

D 2.2 – Lines and Stations – Layoff Procedure

1.1 The layoff of employees covered by this Appendix, except for employees hired under 11.6(b) in the main portion of the agreement, shall be governed by the following:

- (a) For the purposes of this Article, there shall be four (4) groups of employees:
 - (i) Employees working under a Union work permit
 - (ii) Employees who are members of the union and their Local Union is outside of the Province of Ontario.
 - (iii) Employees who are non-members of the appropriate local union.
 - (iv) Employees who are members of the appropriate local union.

The Union will be responsible for advising an Employer regarding the group status of individual employees.

- (b) During a reduction of staff, layoff will commence with category (i) and progress through categories (ii), (iii), and (iv) respectively. In established cases of compensable accident or long term sickness*, an employee will be maintained on the employer's payroll until fit to return to normal duties or until his normal date of layoff, whichever occurs first.
- (c) *Within category (iv) the superintendent of construction services shall layoff on a seniority basis within their geographic area employees having 3 months or more service, providing remaining employees can perform the work yet to be completed.*
- (d) The percentage of employees hired under 11.6(b) in the main portion of the agreement, shall be maintained.

1.2 Subject to Article 16, Foremen (in the main portion of the agreement), the employer shall have the right to move foremen from construction site to construction site.

When a requirement for foremen no longer exists, the treatment of foremen shall be as follows:

- (i) Foremen who are transferred into, or hired as a Foremen at a Hydro One construction site as a foremen shall be laid off as a foremen or transferred out to another Hydro One construction site as a foremen.
- (ii) An employee who has been promoted to the foremen level by the Employer during the course of his employment on a Hydro One construction site, shall not be subject to (i) above and will be reduced to a working position at such site. For layoff purposes the employee will then be subject to Article 15.1 (in the main portion of the agreement).

**A long-term sickness is that which is 30 calendar days or more in duration. In order to remain eligible, an employee on long-term sickness will provide the employer with medical evidence before this period has expired and for every subsequent 30-day period indicating the expected date of return to work.*

- 1.3 An employee who voluntarily terminates their employment with an Employer on an EPSCA site

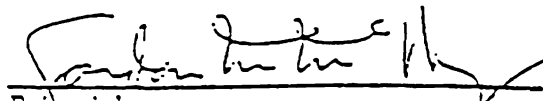
STATEMENT OF UNDERSTANDING NO. 1

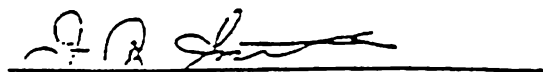
Notwithstanding Article 1, Recognition, of the Collective Agreement between The Electrical Power Systems Construction Association and the Ontario Allied Construction Trades Council, it is recognized and agreed by The Electrical Power Systems Construction Association and the Ontario Allied Construction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

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

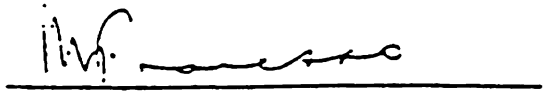
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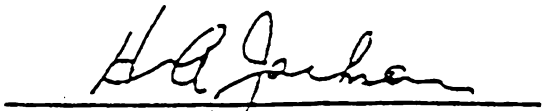
THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

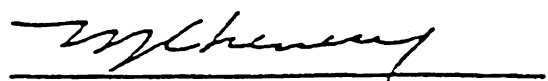

President


Director


Director


Director

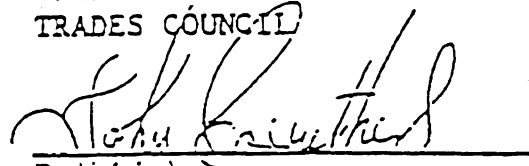

Director



General Manager


Secretary-Treasurer

For:

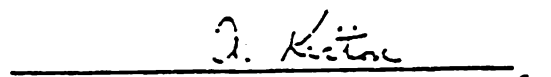
ONTARIO ALLIED CONSTRUCTION
TRADES COUNCIL



President


Vice-President


Secretary-Treasurer

For the Member Unions

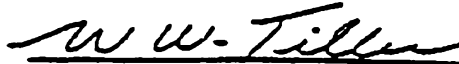

International Association of
Heat and Frost Insulators and
Asbestos Workers


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

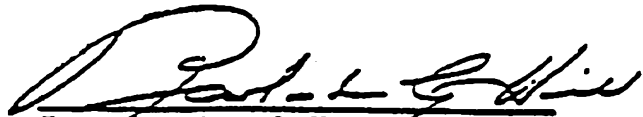
STATEMENT OF UNDERSTANDING NO. 1 (continued)



International Brotherhood of
Painters and Allied Trades



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



International Union of
Operating Engineers



Labourers' International Union
of North America



United Brotherhood of
Carpenters and Joiners of
America

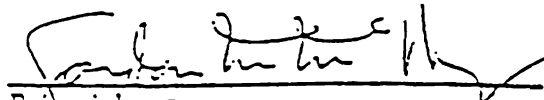
STATEMENT OF UNDERSTANDING NO. 2

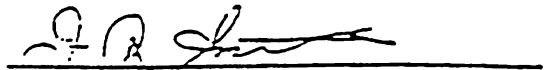
It is recognized and agreed by The Electrical Power Systems Construction Association and the Ontario Allied Construction Trades Council that foremen covered by the Collective Agreement between The Electrical Power Systems Construction Association and the Ontario Allied Construction Trades Council who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

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

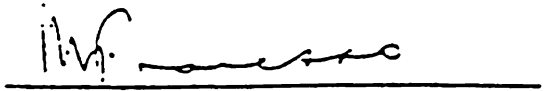
For:

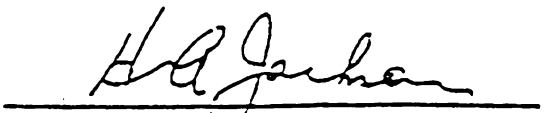
THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

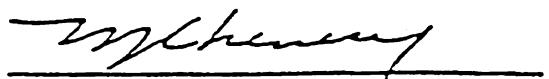

President


Director


Director


Director

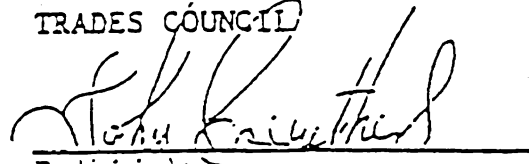

Director



General Manager


Secretary-Treasurer

For:

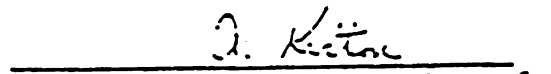
ONTARIO ALLIED CONSTRUCTION
TRADES COUNCIL



President


Vice-President


Secretary-Treasurer

For the Member Unions



International Association of
Heat and Frost Insulators and
Asbestos Workers


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

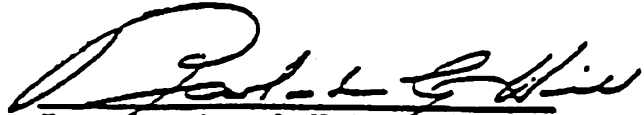
STATEMENT OF UNDERSTANDING NO. 2 (continued)



International Brotherhood of
Painters and Allied Trades



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



International Union of
Operating Engineers



Labourers' International Union
of North America



United Brotherhood of
Carpenters and Joiners of
America

LETTER OF UNDERSTANDING NO.3

between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

and the

**ONTARIO ALLIED CONSTRUCTION
TRADES COUNCIL**

It is agreed that STATEMENT OF UNDERSTANDING No. 3 which is dated August 28, 1974 and appended to the Master Portion of the EPSCA/OACTC Collective Agreement, is hereby withdrawn and cancelled effective January 28, 1999.

DATED at Toronto, Ontario, this *16th* day of *August*, 1999.

**For: The Electrical Power
Systems Construction Association**

Joe Dotchin

Barry Roberts

**For: International Union of
Operating Engineers**

Matthew Elliot

Bryon Black

LETTER OF UNDERSTANDING NO. 4

between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

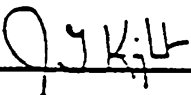
and the

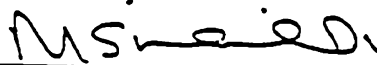
**ONTARIO ALLIED CONSTRUCTION
TRADES COUNCIL**

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


Dated at Toronto, Ontario, this *14th* day of *May*, 1984.

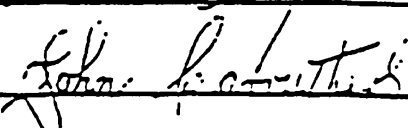
For: THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION





For: ONTARIO ALLIED CONSTRUCTION
TRADES COUNCIL





STATEMENT OF UNDERSTANDING NO. 5

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

STATEMENT OF UNDERSTANDING NO. 6

Between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LABOURERS INTERNATIONAL UNION OF NORTH AMERICA

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
EMPLOYMENT REFERRALS**

It is agreed by the Parties to this understanding, that prior to any member being referred for employment under this agreement, the member must submit to a security clearance (OPG and Bruce Power) and reliability screening (Hydro One). Hydro One will make reasonable efforts to provide advance notice of screening requirements. Only members who successfully obtain security clearance will be referred for employment. Once a member has been hired on, they will receive an allowance of \$50.00 on their first weeks' pay-cheque, in consideration of their time spent filling out the security clearance forms. For clarity, the allowance will only be paid to employees when they have been hired on and such forms have been required to be filled out.

The union will be notified, as soon as possible, whether or not an individual has successfully obtained security clearance. This pre-clearance does not prohibit the Union from filing a grievance against the Employer on behalf of any member who is refused employment due to his/her failure to obtain security clearance.

Dated at Toronto, this 28th day of April, 2000.

*Phil Bertrand
John Anderson*

IUOE

Rick Weiss

LIUNA

Claude Cournoyer

UBCJA

*Barry Roberts
Helen Viveiros
Ros Rioux
Robert Gibson
Denis Flynn
Doug Wilson*

EPSCA

STATEMENT OF UNDERSTANDING NO. 7

Between

THE ELECTRICAL POWER SYSTEMS

CONSTRUCTION ASSOCIATION

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LABOURERS INTERNATIONAL UNION OF NORTH AMERICA

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

ROOM AND BOARD ALLOWANCE

NORTH OF THE FRENCH RIVER

The Parties agree that individuals in the 80-97 kilometre radius ring working north of the French River will be eligible for room and board allowance if their actual road kilometres travelled exceeds 120 kilometres.

Dated at Toronto, this 28th day of April, 2000.

*Phil Bertrand
John Anderson*

IUOE

Rick Weiss

LIUNA

Claude Cournoyer

UBCJA

*Barry Roberts
Helen Viveiros
Ros Rioux
Robert Gibson
Denis Flynn
Doug Wilson*

EPSCA

LETTER OF UNDERSTANDING NO. 8

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

CARPENTERS DISTRICT COUNCIL, UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA

RE: BOARD/TRAVEL AT NORTHERN SITES

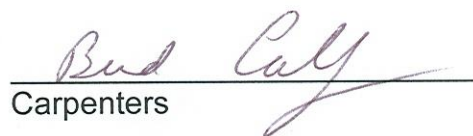
During current negotiation discussions, the Union raised concerns about room and board/travel at certain northern sites.

The Parties agree to meet annually at the request of the Union to identify those sites where the Union has issues and discuss appropriate compensation for Room and Board/Travel at those sites.

Dated this 28th day of July, 2004.



EPSCA



Carpenters

Signatures: Jon Rebeck for EPSCA
Bud Calligan for the Carpenters

LETTER OF UNDERSTANDING NO. 9

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

CARPENTERS DISTRICT COUNCIL, UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA

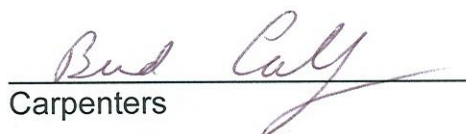
RE: GRIEVANCE PROCEDURE

During bargaining, the Union raised concerns to EPSCA regarding the grievance process and timelines in which grievances are being heard. In recognition of this, the Parties agree to meet by the end of October 2004 to discuss a suitable process that will be adopted that is mutually acceptable to the Parties.

Dated this 28th day of July, 2004.



EPSCA



Carpenters

Signatures: Jon Rebeck for EPSCA
Bud Calligan for the Carpenters

LETTER OF UNDERSTANDING NO. 10

Between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

AND

**CARPENTERS DISTRICT COUNCIL, UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA**

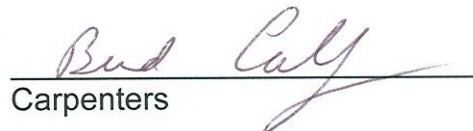
RE: DEFINITION OF THE POWER SECTOR

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 investigate the impacts of the definition on this agreement and consider the possibility of applying this agreement in the context of this definition.

Dated this 28th day of July, 2004.



EPSCA



Carpenters

Signatures: Jon Rebick for EPSCA
Bud Calligan for the Carpenters

LETTER OF UNDERSTANDING NO. 11

LETTER OF UNDERSTANDING

RE: PAYMENT OF SHIFT DIFFERENTIAL ON OVERTIME

May 26, 2005

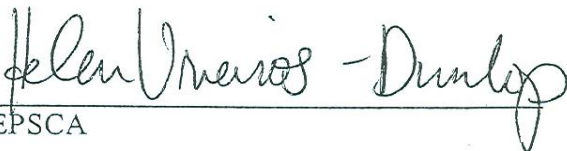
The following constitutes full and final settlement of the grievance filed January 24, 2005 by the Carpenters, Local 27 against members employed by Crossby Dewar at the Pickering Nuclear Generating Station.

It is recognized by EPSCA that the matter raised in this grievance concerns Carpenters employed on all EPSCA sites across the province. As a result, this settlement, regarding payment of shift differential on overtime, will take effect August 1, 2004 as follows:

- EPSCA and the Carpenters agree that Article ^{37.1 BE} 4.1 of the collective agreement allows for payment of shift differential on overtime hours.
- Specifically, overtime rates are to be calculated on top of the applicable shift premium rate as set out in the collective agreement.
- The shift differential premium payment would apply to all overtime hours worked – including that performed on Saturdays, Sundays and Recognized Holidays.
- Employers will calculate any retroactive monies owing to Carpenters as a result of this settlement back to August 1, 2004.
- No other terms and conditions of the EPSCA/Carpenters collective agreement will be altered by way of this Letter

Signed this 31 day of MAY, 2005.


Carpenters


EPSCA

Signatures: Bud Calligan for the Carpenters
Helen Viveiros-Dunlop for EPSCA

LETTER OF UNDERSTANDING NO. 12

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

CARPENTERS DISTRICT COUNCIL, UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA


RE: CONTRACTING OUT

Ontario Power Generation Inc., Bruce Power LP and Hydro One Networks will maintain their “labour requirements” practice for the term of this agreement. The labour requirements documentation will require contractors/subcontractors to apply the terms and conditions of this collective agreement if and when work being performed falls under this agreement and require the contractor to submit to the grievance/arbitration provisions under the collective agreement, including any arbitration decision in respect of any conditions of the collective agreement.


If the union is unable to enforce provisions of the collective agreement because the contractor is not bound to the agreement and will not attorn to the jurisdiction of the arbitration under the agreement, the union may enforce against the EPSCA member contracting or subcontracting with the contractor. Said EPSCA member will be responsible for and liable to the Union for any violation of the Collective Agreement by the contractor/subcontractor.

The parties acknowledge that this collective agreement does not change nor alter the existing practices with respect to contracting out to non-union contractors.

Signed this 26th day of August, 2010.



**Electrical Power Systems Construction
Association**



**Carpenters District Council of Ontario
(CDC), United Brothers of Carpenters
And Joiners of America**

LETTER OF UNDERSTANDING NO. 13

Between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

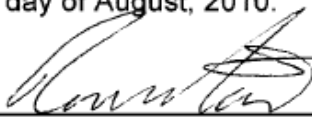
AND

**CARPENTERS DISTRICT COUNCIL, UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA**

RE: TRAINING FUND

Employers to contribute (i.e. not a deduction from the Total Wage Package) \$0.03 per hour worked effective date of ratification into the Carpenters District Council Administrative Training Fund. Union to provide EPSCA with remittance information

Signed this 26th day of August, 2010.



**Electrical Power Systems Construction
Association**



**Carpenters District Council of Ontario
(CDE), United Brothers of Carpenters
And Joiners of America**

LETTER OF UNDERSTANDING NO. 14

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

CARPENTERS DISTRICT COUNCIL, UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA

RE: 6 x 3 SCHEDULE- Nuclear Only

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

This shift schedule is intended for work durations of greater than sixty-three (63) days, however, it is recognized that unforeseen circumstances may require an interruption, suspension or cancellation of this schedule.

If in the transition onto or off this schedule, other than a layoff, 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.

This schedule will consist of rotations of six (6) consecutive eight (8) hour shifts, followed by three (3) consecutive days off. When employees work Monday to Friday, they shall be paid at straight time, with overtime as required. When working on a Saturday, Sunday and Statutory Holidays, employees will be paid at the applicable rate. Where this schedule is utilized, there will be a scheduled rest rotation where the employee will not be scheduled to work - this scheduled rest rotation will occur on every 8th rotation. Overlap of shift and/or start/finish times may be required.

Shift work may be established by the employer on a two or three, eight (8) hour per day shift basis, with overtime as required. When this occurs, a specific shift arrangement will be established by the employer detailing the shift schedule to be worked.

Where an employee works a full rotation before and after the scheduled rest rotation, the employer will pay the applicable room and board for the scheduled rest rotation.

Shift changes amongst employees must be authorized by the employer.

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-seventh (1/7) 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 (1/5) 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.

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

It is intended that this schedule will be worked on a six (6) day, ten (10) hour per day schedule, with two (2) hours paid in accordance with Article 34 - Overtime Rates after eight (8) hours per day Monday to Friday.

Overtime Rates

This is to clarify that overtime will be paid in accordance with Article 34 - Overtime Rates.

Dated: May 1, 2020

For: The Electrical Power Systems
Construction Association



Alex Lolug

For: Carpenters District Council of Ontario,
United Brotherhood of Carpenters and
Joiners of America



Ryan Plante

LETTER OF UNDERSTANDING NO. 15

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

CARPENTERS DISTRICT COUNCIL, UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA

RE: DE NOVO

In support of the objectives of the De Novo Substance Dependency Program, the Parties to this Agreement agree that \$0.04 per hour worked shall be contributed to De Novo. Each Employer and employee, working under the terms and conditions of this Agreement shall contribute \$0.02 per hour worked as set out in the wage schedules attached hereto. EPSCA shall remit on behalf of the Employers.

Dated: May 1, 2020

For: The Electrical Power Systems
Construction Association



Alex Lohry

For: Carpenters District Council of Ontario,
United Brotherhood of Carpenters and
Joiners of America



Ryan Plante

LETTER OF UNDERSTANDING NO. 16

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

CARPENTERS DISTRICT COUNCIL, UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA

RE: Collective Agreement and Wage Schedules

The Union will have 45 calendar days from ratification to provide the breakdown of pension, welfare, benefits to EPSCA.


The parties will have 60 calendar days upon ratification to review, approve and implement the wage schedules.

The parties will have 90 calendar days from ratification to review, approve the new collective agreement.

If no approval is received by the accredited union representative, within the timelines above the Association shall approve the wage schedule and shall apply any negotiated increase to the base wage. The union will only be able to make changes in the next available window per the collective agreement.

Dated: May 1, 2020

For: The Electrical Power Systems
Construction Association


Alex Lohua

For: Carpenters District Council of Ontario,
United Brotherhood of Carpenters and
Joiners of America


Ryan Plante

LETTER OF UNDERSTANDING NO. 17

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

CARPENTERS DISTRICT COUNCIL, UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA

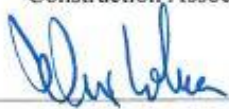
RE: TRAINING

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

1. The EPSCA Owners will continue to mandate the training requirements for workers on EPSCA owner sites.
2. Carpenters will attend industry standard training on their own time and complete it prior to referral and the Union will provide proof of successful completion to the Owner with the referral package. The parties agree that the following training courses will be recognized as industry standard:
 - WHMIS
 - Working at Heights/ Fall Protection
 - Confined Space
 - Scaffold Certification* (as required at the discretion of the employer)
3. The parties agree that EPSCA owners/contractors can request workers with industry standard training (as outlined above).

Dated: May 1, 2020

For: The Electrical Power Systems
Construction Association



Alex Lolka

For: Carpenters District Council of Ontario,
United Brotherhood of Carpenters and
Joiners of America



Ryan Plante

**CARPENTERS DISTRICT COUNCIL, UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA**

TOOL LIST

Tools listed below must be supplied by the tradesmen as required to perform assigned tasks.

CARPENTERS

- 1 Tool Box with lock and key
- 1 Wrecking Bar
- 1 each Wood Chisels, 1/4", 1/2", 3/4" and 1"
- 1 Claw Hammer
- * 1 Spirit Level, 24" or longer
- 1 Chalk Line
- 1 Plier
- 1 Plumb Bob with line
- * 1 Steep Tape, minimum 16'
- 1 Utility Knife
- 2 Nail sets
- (3 Screwdrivers, flat blade, 4", 8" and 12")
- (or equivalent) or Ratchet
- (1 set Robertson Screwdrivers) Screwdriver
- (1 set Phillips Screwdrivers) set
- 1 Tinner's Snips, 10" or equivalent
- * 1 24" Carpenter's Square
- 1 Combination Square
- * 1 100' Steel Tape
- 1 12" Crescent Wrench, adjustable
- 1 Vise Grip
- 1 Torpedo Level
- 1 Leather Apron
- * See Next Page

CARPENTERS TOOL LIST (continued)

* On jobs which require metric tools, the tool list is adjusted as follows:

- 1 set Twist Drills from 1.5 mm to 6.5 mm diameter in 0.5 mm steps (replaceable by company)
- 1 Spirit Level, 600 mm or longer
- 1 Steel Tape, minimum 3 m
- 1 Carpenter's Square, 600 mm x 400 mm
- 1 15 m Steel Tape

RESILIENT FLOOR WORKERS

All Mechanics shall provide themselves with the following list of tools in a suitable grip:

Hammer
Dividers
Hack Saw
Files
Snips
Hand Saw
Cold Chisel
Scribers
Trowel
Seam Rollers
Pinch Bar
Lino Knives
Sharpening Stone
Nail Sets
Chalk Line
Screwdrivers
Adhesive Spreaders
Stanley Blade Knife

CARPENTERS TOOL LIST (continued)

CARPET LAYERS

In addition, all Carpet Layers shall carry in their grip the following list of tools:

Magnetic Hammer
Carpet Kicker
Stair Tool
Carpet Knife
Pinch Bar
Shears
Trimming Scissors
Protective Goggles
Trimmer
Napping Scissors
Smooth-edge Shears

ACOUSTIC AND DRYWALL WORKERS

Measuring Tape
Wallboard Knife
Surform Tool
Drywall Saw
Aircraft Snips
Wallboard Hatchet
Crown Head Claw Hammer
Tin Snips
Plumb Bob
Chalk Box
Ball Peen Hammer
Magnetic Nail Holder
Cold Chisel
Hank Benders
Circle CutterHack Saw
Bullnose Snippers
Wallboard Footlift