

COLLECTIVE AGREEMENT

by and between

THE ELECTRICAL POWER SYSTEMS

CONSTRUCTION ASSOCIATION

(hereinafter called “EPSCA”)

and the

MILLWRIGHT REGIONAL COUNCIL OF ONTARIO

UNITED BROTHERHOOD OF CARPENTERS AND

JOINERS OF AMERICA

On behalf of Affiliated Local Unions

1007,1151,1244,1410,1425,1592,1916 and 2309

(hereinafter called the “Union”)

May 1, 2004 - April 30, 2010

GENERAL NOTE

REV

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

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

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

Appendix D contains the “*Modified Provisions of this Construction Agreement*”. All terms of this collective agreement shall apply to work covered by Appendix D with the exception of Article 20 - Generation Projects Daily Travel Allowance and Room and Board and Article 34 – Overtime Rates. Article 20 and Article 34 do not apply when working under the terms and conditions of the “*modified provisions*”, as they are replaced by Section 1 and Section 2 of Appendix D respectively.

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

A chart to illustrate the above applications follows:

Lines & Stations - Existing <u>and</u> New Sites	Generating - Existing Sites <u>Excluding</u> construction of new facility (new function) &/or new (additional) generating unit(s)	Generating - Existing Sites <u>Involving</u> construction of new facility (new function) & /or new (additional) generating unit(s)	Generating - New Sites (i.e. Greenfield Work)
Use:4 <ul style="list-style-type: none"> • Article 21 for Lines and Stations Construction Daily Travel Allowance and Room and Board 	Use: <ul style="list-style-type: none"> • Modified Provisions (Appendix D) Section 1 - Generation Projects Daily Travel Allowance and Room and Board and Section 2 – Overtime Rates 	Use: <ul style="list-style-type: none"> • Article 20 for Generation Projects Daily Travel Allowance and Room and Board and Article 34 – Overtime Rates 	Use: <ul style="list-style-type: none"> • Article 20 for Generation Projects Daily Travel Allowance and Room and Board and Article 34 – Overtime Rates

**EPSCA/MILLWRIGHTS
COLLECTIVE AGREEMENT**

INDEX

		<u>Page</u>
Article 1	Recognition	2
Article 2	Classifications	3
Article 3	Executive Committees	3
Article 4	Project Committees	3
Article 5	Accredited Union Representatives	4
Article 6	Union Stewards	5
Article 7	Advance Notice	6
Article 8	Work Assignment	6
Article 9	Jurisdictional Disputes	8
Article 10	Union Security	10
Article 11	Employment	11
Article 12	Key Employees	13
Article 13	Recall	14
Article 14	Foremen	14
Article 15	Wages	16
Article 16	Pay Procedure	16
Article 17	Call-In Pay	18
Article 18	Reporting Pay on 8 Hour and 10 Hour Shifts	18
Article 19	Inclement Weather Pay	18
Article 20	Generation Projects	
	Daily Travel Allowance and Room and Board	19
Article 21	Lines and Stations Construction	
	Daily Travel Allowance and Room and Board	23
Article 22	Lines and Stations Construction	
	Daily Travel Time	26
Article 23	Travel and Transportation	26
Article 24	Standoff	27
Article 25	Rest Period	28
Article 26	Lunchroom Facilities	29
Article 27	Meals on Overtime	29
Article 28	Tools and Clothing	30
Article 29	Protective Clothing and Equipment	31
Article 30	Apprenticeship and Trades Training/Programs	32
Article 31	Hours of Work	33
Article 32	Shift Differential Rate	35
Article 33	Welding Tests	35
Article 34	Overtime Rates	36
Article 35	Statutory Holidays	36
Article 36	Grievance Procedure	37
Article 37	Arbitration	39

**EPSCA / MILLWRIGHTS'
COLLECTIVE AGREEMENT**

INDEX (continued)

	<u>Page</u>	
Article 38	No Strike - No Lockout	40
Article 39	Benefits	40
Article 40	Vacation and Statutory Holiday Pay Trust Funds	41
Article 41	Association Fund	41
Article 42	Radiation Work	42
Article 43	R.P.A. Qualification	42
Article 44	Aboriginal Content Commitment	43
Article 45	Term of Agreement	43
Appendix A	Moose River Basin: Northern Ontario	44
Appendix B	7-Day Coverage – Nuclear Sites	46
Appendix C	7-Day Coverage – Hydro One (Lines and Stations)	48
Appendix D	Modified Provisions of this Construction Agreement	50
Statement of Understanding No. 1		56
Statement of Understanding No. 2		58
Letter of Understanding (re Statement of Understanding No. 3)		60
Letter of Understanding (re Statement of Understanding No. 4)		61
Statement of Understanding No. 5		62
Statement of Understanding No. 6 – Employment Referrals		63
Statement of Understanding No. 7 – Late Payment of Board Allowance		64
Statement of Understanding – Room and Board Allowance North of the French River		65
Millwrights Regional Council of Ontario Collective Agreement – Tool List		66
Letter of Understanding – Re: Layout /Survey Type Work		68
Letter of Understanding – Re: Working Foremen		69

COLLECTIVE AGREEMENT

by and between

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

and the

**MILLWRIGHT REGIONAL COUNCIL OF ONTARIO
(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 Section 1.4 and foremen as defined in Section 1.5 engaged in all construction industry work* performed in the Province of Ontario on Ontario Power Generation Inc (OPGI) 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 Section 1.1 shall also include work on property acquired by Ontario Power Generation Inc (OPGI) 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) 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 Section 1.1.

1.4 The term "employee" shall include all employees of the Employers in the Millwright classifications as set in the wage schedules.

* *For the purpose of The Electrical Power Systems Construction Association, the work performed is deemed to be under the responsibility of the Engineering and Construction Services Branch. The work encompasses:*

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

- 1.5 The term “employee” includes "foreman" and shall include all foremen of the Employers between the ranks of, but not including, working foreman and general foreman. The term “employee” includes foremen in Articles 16, 17, 18, 20, 21, 22, 24, 25, 26, 27, 28.1(b), 28.1(c), 31, 35 and 40.
- 1.6 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.
- 1.7 EPSCA and the Union agree the use of nomenclature is meant to refer to both genders.

Article 2

CLASSIFICATIONS

- 2.1 The terms of this collective agreement shall apply to the classification of Millwright.
- 2.2 Reference to Millwright in Article 2.1 above shall include welders, burners, subforemen, journeymen, and apprentices employed in the Millwright trade.
- 2.3 Working Foremen - Where the crew size is five (5) or less, the foreman may be required to work with the tools of the trade.
- REV**

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.

Article 4

PROJECT COMMITTEES

- 4.1 A Project Committee shall be established for each of the Major Projects and the Construction and Services Division.

- 4.2 The Committee will be responsible for conducting EPSCA/ Millwright concerns for each Major Project or Construction and Services Division 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 Construction and Services Division. 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 Construction and Service Division, 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 Construction and Services Division, 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 Construction and Services Division. 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 Executive Secretary
REV Treasurer of the Millwrights Council to be his designate in matters requiring the involvement of Executive Secretary-Treasurer of the Millwrights Council.

The Executive Secretary-Treasurer of the Millwrights Council 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
REV 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, except as noted below. 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 Union shall receive written notice before the employment of a steward is terminated by his Employer, and provided the steward is able to perform the work required, he will be the last employee to be retained by his Employer in a layoff/standoff situation.

- 6.3 The chief steward will be informed of all scheduled overtime. Where practical, a steward, in accordance with practices set out in individual trade appendices, shall be given the first opportunity to work the overtime providing he is qualified to perform the work.
- 6.4 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.

- 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 Sections 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 or Decisions of Record recognized by the AFL-CIO for the various classifications and the character of work performed, having regard for the special requirements of thermal, nuclear or hydraulic generation and transmission and transformation construction. An Agreement or Decision of Record is one that is published by the Building and Construction Trades Department, AFL-CIO (Agreement and Decisions Rendered Affecting the Building Industry).

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 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.
- (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

* *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.*

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.

Any Union shall have the right to elect to pursue or respond to any jurisdictional disputes at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. In the event the Union elects to pursue or respond to the jurisdictional disputes at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, clauses 9.1(b), 9.2, 9.3, and 9.4 will apply.

In the event another Union (or other Unions) has (have) the option to pursue jurisdictional disputes at the Ontario Labour Relations Board, the Union shall have the right to pursue or respond to any jurisdictional disputes at the Ontario Labour Relations Board when these Unions are involved in the jurisdictional dispute.

In the event the Union elects to pursue or respond to the jurisdictional dispute at the Ontario Labour Relations Board, clauses 9.1(b), 9.2, 9.3 and 9.4 will NOT apply.

- (b) In the event that a jurisdictional dispute arises over a work assignment, the Employer will make an assignment for the work in dispute in accordance with the Procedural Rules and Regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. Any Union which protests that a contractor has failed to assign work in accordance with the procedures specified above, shall remain at work and process the complaint through its international office. The parties will settle such jurisdictional dispute in

accordance with procedure as outlined by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry of the Building Trades Department, AFL-CIO or any successor agency of the Impartial Jurisdictional Disputes Board authorized by the Building Trades Department.

- 9.2** In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the Administrator of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for resolution. In the event that the International Office of the Union elects not to file with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, EPSCA agrees to file the dispute at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry at the request of the Executive Secretary Treasurer of the Millwrights Council. Those Unions and Employers involved shall advise the Union and EPSCA respectively, in writing, of an intent to submit a jurisdictional dispute to the Impartial Jurisdictional Disputes Board and will identify the work in question. An arbitration decision under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement with no further recourse to the Ontario Labour Relations Board on the issue decided by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.
- 9.3** EPSCA shall have direct recourse to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry when the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry has under its consideration a dispute involving the assignment of work being done by employees who are covered by this Agreement.
- 9.4** In the event that an arbitration decision under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry is not rendered within sixty (60) days of the disputed assignment being referred to the Plan, EPSCA and/or the Union shall have recourse to the Ontario Labour Relations Board for a decision provided it is processed as a jurisdictional dispute.
- 9.5** When a jurisdictional dispute exists in the electrical power systems sector, upon request by the Executive Secretary Treasurer of the Millwrights Council of either of the Unions involved, Employers shall furnish the Executive Secretary Treasurer of the Millwrights Council 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 Executive Secretary Treasurer of the Millwrights Council 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 Executive Secretary Treasurer of the Millwrights Council, the Employer shall supply the Executive Secretary Treasurer of the Millwrights Council 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.

- 9.6 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 9.4 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.
- 9.7 The board panel appointed by the Ontario Labour Relations Board will govern its decision pursuant to its normal criteria.
- 9.8 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 9.4 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.

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.

CHECKOFF

10.2 **REV** 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 the Executive Secretary-Treasurer of the Millwrights Council, 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 **REV** Wage schedule, dues and remittance changes are to be provided in writing to EPSCA and changes shall only take place during the months of April and November of each calendar year. The effective date of such changed wage schedules, dues and remittances shall be the date of issuance.

Dues deduction to be based on cents per hour paid and reflected on the wage schedule.

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 Construction and Services Division. 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 Construction and Services Division. 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 employment of key tradesmen and tradesmen employed through the Employment Request Article will be negotiated between EPSCA and the Union and will be contained in the trade appendices.

11.6 Employment Requests

The Employer shall have the right to request Union members from that Local having jurisdiction for the geographic area by name, in writing, who shall be issued a referral slip by the Local Union. The number of employees so requested shall not exceed twenty-five percent (25%) of the employees supplied to the job by the Local Union. Upon layoff, the ratio of name hires to those members referred off the list (excluding foremen and key persons) shall be maintained.

- 11.7 **REV** The employment of additional tradesmen and apprentices, excluding key tradesmen and tradesmen employed through the Employment Request Article 11.6, shall be carried out on the following basis and sequence:

- (a) The EPSCA office, or the Employer with the approval of EPSCA, will request the local union office for tradesmen and apprentices 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.
- (b) 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.

- (c) If, after a request has been made, the Union is unable to supply sufficient tradesmen and apprentices to meet the manpower requirements of the Employers, the Employers may employ tradesmen and apprentices who are resident within the geographic area. Such tradesmen and apprentices shall comply with the requirements of 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.
- (d) 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 Executive Secretary-Treasurer of the Millwrights Council, 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.

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

Article 12

KEY EMPLOYEES

12.1 The parties agree that an Employer shall be allowed to transfer from one project to another two (2) key employees in order to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation and transmission and transformation construction.

If the Employer finds it necessary to transfer additional key employees, the number shall be mutually agreed to by the Employer and the Union.

12.2 After the work force of an Employer reaches twenty (20) Millwrights, the total number of key employees to be transferred will be based on a ratio of 1 to 10, but in no case will exceed 10.

12.3 An apprentice shall not be considered a key employee for the purposes of this Article.

12.4 Construction Radiation Protection Assistant (R.P.A.) is a Construction tradesperson who has achieved the full radiation qualification (Green) via the approved Health and Safety Division Training Program, plus has successfully completed the Construction R.P.A. (Green Manning) training and checkouts, also has performed R.P.A. functions while

under the 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 equivalent to the appropriate foreman's rate while 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 13

RECALL

- 13.1 In the case of a recall to work, the Employer reserves the right to recall qualified Greenmen in sequence from the out of work list to the location from which they were laid off. Recalled Greenmen will perform sufficient Greenmen work to maintain their skill levels.

Article 14

FOREMEN

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 In accordance with Article 10 – Union Security and Article 14.3 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.
- 14.5 (a) The rates of pay for foremen shall be the greater of:
- (i) \$3.00 per hour above the journeyman rate; or
 - (ii) the Employer's current practice; or
 - (iii) the rate negotiated in appropriate local agreements; except, as noted, in (b) hereunder:
- 14.6 When the normal weekly hours of work are amended by the "exceptions" recognized under this Agreement, the weekly hours of work for foremen shall be the same as for the tradesmen represented by the Union with which the foreman is affiliated.
- 14.7 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.
- 14.8 Overtime rates for Foremen for work performed outside normal hours as defined in Article 31 - Hours of Work and outside hours of work amended by the "exceptions" recognized under this Agreement, shall be the same as for tradesmen represented by the Union.
- 14.9 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.
- 14.10 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.
- 14.11 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.
- 14.12 On a charge-out basis, the Employer shall supply foremen with protective clothing appropriate for the conditions under which the work is being done.

14.13 Foremen shall be accountable, but not liable, for gang tools used by their crew.

14.14 Working Foremen:

Where the crew size is five (5) or less, including the foreman, the foreman may be required to work with the tools of the trade.

Article 15

WAGES

15.1 Effective May 1, 2004 and until April 30, 2010 EPSCA will amend the wage schedules for the classifications referred to in Article 2 as set forth in the wage schedules, attached hereto. The ICI increase/date will be used to adjust the wage schedules for years 4, 5 and 6.

REV

EPSCA will provide the Millwrights Regional Council of Ontario with the current wage schedules.

Article 16

PAY PROCEDURE

16.1 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 16.1(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 statement, in writing, which can be retained by the employee, setting forth:
 - (i) the period of time or the work for which the wages are being paid;
 - (ii) the rate of wages to which the employee is entitled;
 - (iii) the amount of wages to which the employee is entitled;
 - (iv) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
 - (v) any allowance or other payment to which the employee is entitled;
 - (vi) the amount of vacation pay for which the employee is being 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.

16.2 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 16.2(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.

16.3 Direct deposit to be implemented at the Employers' option.

REV

Article 17

CALL-IN PAY

- 17.1 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 18

REPORTING PAY ON 8 HOUR AND 10 HOUR SHIFTS

- 18.1 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.
- 18.2 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.
- 18.3 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 19

INCLEMENT WEATHER PAY

- 19.1 An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather, will receive two (2) hours' pay at the applicable rate. To qualify, the employee must remain on the job site for two (2) hours, unless excused earlier by an authorized representative of the Employer.

- 19.2 An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive four (4) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is the greater.
- 19.3 An employee who qualifies for inclement weather pay shall also receive travel or board allowance, if applicable.

Article 20

GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

Article 20 is applicable to work at Existing Generating Sites where work involves construction of a new facility (new function) and/or new (additional) generating unit(s) and at New Generating Sites (i.e. Greenfield Work).

For work at Existing Generating Sites excluding work involving construction of a new facility (new function) And / or new (additional) generating unit(s) please refer to Section 1, Appendix D - Modified Provisions of this Construction Agreement.

DAILY TRAVEL ALLOWANCE

- 20.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Section 20.2, on the following basis:
- REV**
- (a) If an employee lives within twenty (20) radius kilometers* of the project, no travel allowance will be paid.
 - (b) If an employee lives within 20 to 40 radius kilometers of the project, he shall receive \$17.80 per day travel allowance effective July 1, 2004 (\$18.15 effective May 1, 2005, \$18.50 effective May 1, 2006, \$19.25 effective May 1, 2007, \$19.65 effective May 1, 2008, and \$20.05 effective May 1, 2009) for each day worked or reported for.
 - (c) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive \$21.15 per day travel allowance effective July 1, 2004 (\$21.55 effective May 1, 2005, \$22.00 effective May 1, 2006, \$22.90 effective May 1, 2007, \$23.35 effective May 1, 2008, \$23.80 effective May 1, 2009) for each day worked or reported for.

* *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.

- (d) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive \$24.55 per day travel allowance effective July 1, 2004 (\$25.05 effective May 1, 2005, \$25.55 effective May 1, 2006, \$26.55 effective May 1, 2007, \$27.10 effective May 1, 2008, \$27.65 effective May 1, 2009) for each day worked or reported for.
- (e) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive \$28.20 per day travel allowance effective July 1, 2004 (\$28.75 effective May 1, 2005, \$29.35 effective May 1, 2006, \$30.50 effective May 1, 2007, \$31.10 effective May 1, 2008, \$31.70 effective May 1, 2009) for each day worked or reported for.
- (f) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 22.2 below, he will receive \$32.60 per day travel allowance effective July 1, 2004 (\$33.25 effective May 1, 2005, \$33.90 effective May 1, 2006, \$35.25 effective May 1, 2007, \$35.95 effective May 1, 2008, \$36.65 effective May 1, 2009) provided he continues to travel greater than 97 radius kilometers for each day worked or reported for.

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 traveled.

ROOM AND BOARD

20.2 The following conditions will apply for employees whose regular residence* is more
REV 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 Sections 20.2(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 of \$64.50 per day effective July 1, 2004 (\$65.80 effective May 1, 2005, \$67.10 effective May 1, 2006 \$69.80 effective May 1, 2007, \$71.20 effective May 1, 2008, \$72.60 effective May 1, 2009) for each day worked or reported for when employed at a location south of the French River and \$79.05 per day effective July 1, 2004 (\$80.65 effective May 1, 2005, \$82.25 effective May 1, 2006, \$85.55 effective May 1, 2007, \$87.25 effective May 1, 2008, \$89.00 effective May 1, 2009) for each day worked or reported for when employed at a location north of the French River subject to Sections 20.2(c) and 20.2(d) below.
- (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 \$39.10 per day effective July 1, 2004 (\$39.90 effective May 1, 2005, \$40.70 effective May 1, 2006, \$42.35 effective May 1, 2007, \$43.20 effective May 1, 2008, \$44.05 effective May 1, 2009) worked or reported for.

* *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.*

- (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 \$51.50 per day effective July 1, 2004 (\$52.55 effective May 1, 2005, \$53.60 effective May 1, 2006, \$55.75 effective May 1, 2007, \$56.85 effective May 1, 2008, \$58.00 effective May 1, 2009) worked or reported for.
- 20.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 20.1 and 20.2 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.
- 20.4 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.
- 20.5 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 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.

Article 21

LINES AND STATIONS CONSTRUCTION DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

Article 21 is applicable to all work on Lines & Stations at both existing and new sites

DAILY TRAVEL ALLOWANCE

- 21.1 The daily travel allowance will be paid by the Employers to their employees who
REV are not living in camp or receiving a subsistence allowance as referred to in Section
21.3 on the following basis:
- (a) If an employee lives within forty (40) radius kilometers of the work location or declared assembly point, no travel allowance will be paid.
 - (b) If an employee lives within 40 to 56 radius kilometers of the work location or declared assembly point, he shall receive \$20.60 per day travel allowance effective July 1, 2004 (\$21.10 effective May 1, 2005, \$21.60 effective May 1, 2006, \$22.10 effective May 1, 2007 (\$22.60 effective May 1, 2008, \$23.10 effective May 1, 2009, for each day worked or reported for.
 - (c) If an employee lives within 56 to 80 radius kilometers of the work location or declared assembly point, he shall receive \$24.10 per day travel allowance effective July 1, 2004 (24.60 effective May 1, 2005, \$25.10 effective May 1, 2006, \$25.60 effective May 1, 2007, 26.10 effective May 1, 2008, \$26.60 effective May 1, 2009,) for each day worked or reported for.
 - (d) If an employee lives within 80 to 97 radius kilometers of the work location or declared assembly point, he shall receive \$27.60 per day travel allowance effective July 1, 2004 (\$28.10 effective May 1, 2005, \$28.60 effective May 1, 2006, \$29.10 effective May 1, 2007 \$29.60 effective May 1, 2008, \$30.10 effective May 1, 2009, for each day worked or reported.
 - (e) If an employee lives greater than 97 radius kilometers from the work location or declared assembly point, and does not qualify for subsistence allowance under Section 18.3 below, he shall receive \$30.85 per day travel allowance effective July 1, 2004 (\$31.35 effective May 1, 2005, \$31.85 effective May 1, 2006, \$32.35 effective May 1, 2007 \$32.85 effective May 1, 2008, \$33.35 effective May 1, 2009 provided he continues to travel greater than 97 radius kilometers daily for each day worked or reported for.

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

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

ROOM AND BOARD

- 21.3 **REV** The following conditions will apply for employees whose regular residence* is more than 97 radius kilometers from the work location:

- (a) An employer may supply either:
- (i) room and board in camp or a good standard of board and lodging; or
 - (ii) a subsistence allowance;
- subject to Sections 21.3(b) and (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.*
3. *For metro areas (Toronto and Hamilton) the calculation of distance shall be from the employee's regular residence.*
4. *For all other areas, the calculation of distance shall be based on the location of the city or town hall of the municipality where an employee maintains a self-contained domestic establishment described above. In those municipalities where a city or town hall does not exist, then the post office serving his regular residence will apply.*

- (b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$76.00 per effective July 1, 2004 (\$77.00 effective May 1, 2005, \$78.00 effective May 1, 2006, \$79.00 effective May 1, 2007, \$80.00 effective May 1, 2008, \$81.00 effective May 1, 2009) for each day worked or reported for subject to Section 21.3(c) below.
 - (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the work location. Employees who travel daily to locations beyond 97 radius kilometers from the project will be entitled to \$36.35 per day effective July 1, 2004 (\$36.85 effective May 1, 2005, \$37.35 effective May 1, 2006, \$37.85 effective May 1, 2007, \$38.35 effective May 1, 2008, \$38.85 effective May 1, 2009) for each day worked or reported for.
 - (d) When an employee's regular residence is more than five hundred (500) radius 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.
- 21.4 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 21.1 and 21.3 above, when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer. Such permission shall not be unreasonably denied.
- 21.5 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.
- 21.6 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 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.

Article 22

LINES AND STATIONS CONSTRUCTION **DAILY TRAVEL TIME**

- 22.1 All travel time will be outside of normal working hours.
- 22.2 (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.
- 22.3 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.
- 22.4 The Employer will supply transportation between the assembly points and work locations.

Article 23

TRAVEL AND TRANSPORTATION

23.1 INITIAL EMPLOYMENT

On recruitment of tradesmen whose regular residence* or place of recruitment, whichever is closer to the project, is between 80 to 161 radius kilometers from the project, the Employer shall pay \$29.00 for the initial trip to the Project.

* *As defined in Article 20 or Article 21 of this Agreement, whichever is applicable.*

- 23.2 On recruitment of tradesmen whose regular residence is in Ontario but beyond 161 radius kilometers from the project, the Employer shall pay mileage based on 30¢ per radius kilometer, plus an allowance for travel time equivalent to one (1) hour's pay for each 80 radius kilometers of travel to a maximum of eight (8) hours' pay for the initial trip to the project from the tradesman's regular residence or place of recruitment, whichever is closer to the project.
- 23.3 On recruitment of tradesmen whose regular residence is outside Ontario and beyond 161 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 (1) hour's pay for each 80 radius kilometers of travel to a maximum of eight (8) hours' pay for the initial trip to the project from the tradesman's regular residence or place of recruitment, whichever is closer to the project.
- 23.4 To qualify for payment in 23.1, 23.2 or 23.3, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.
- 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 shall 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 to the tradesman's regular residence or place of recruitment, whichever is closer to the project. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.
- 23.6 TRANSFER

When transferring employees, the Employer shall pay the equivalent of the cost of public transportation for the initial trip to the project from the employee's most recent work location. In addition, the Employer shall pay an allowance for travelling time equivalent to the straight-time rate up to a maximum of eight (8) hours.

Article 24

STANDOFF

- 24.1 **REV** 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 allowance will be paid to an employee for the Standoff period.

- 24.2 **REV** An employee who qualifies for subsistence allowance (subject to 24.1) and who is placed on Standoff will be paid subsistence allowance up to a maximum of ten (10) consecutive working days. Proof of board (proper receipts) must be shown in order for subsistence allowance to be paid to an employee for the Standoff period.
- 24.3 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. Subsistence allowance will cease after ten (10) consecutive working days on Standoff.
- 24.4 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.
- 24.5 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 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.

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

The above-noted is not applicable to the first ten (10) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the first 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 **REV** 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 \$750.00 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 as described in the appendices 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 \$6.00 (\$7.50 effective May 1, 2007) for every half shift worked or portion thereof. A day for the purposes of this item shall be defined as any period up to twelve (12) hours.

28.5 Employers may supply additional tools and equipment to employees. Employees receiving such tools or equipment shall be responsible for them in accordance with this Article. Employees will immediately report the loss of any Employer-supplied tools or equipment.

Article 29

PROTECTIVE CLOTHING AND EQUIPMENT

29.1 Employees are required to wear protective clothing and use protective equipment, as determined by the Employer, for the work being done.

29.2 The protective clothing and equipment covered in 29.1 of this Article that is provided by the Employer shall be charged out to the employee. Employees will not be held liable for items which are returned in reasonable condition or which are lost or damaged under conditions where no employee negligence is evident and where the loss or damage is reported immediately. Where negligence is determined, the employee will be charged for the cost of repair or replacement.

- 29.3 If job conditions necessitate coveralls and gloves, as determined by the Employer, the Employer shall supply and maintain the necessary protective equipment at no cost to the employee.

Article 30

APPRENTICESHIP AND TRADES TRAINING/PROGRAMS

- 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 amounts specified for apprenticeship or training as set forth in the wage schedules, attached hereto, for employees covered by this agreement during the time they are employed.
- 30.4 The Union agrees to supply EPSCA with all administrative material that is required for implementation of these funds.
- 30.5 Training programs established by the Employers to provide skills required in the electrical power systems sector shall be funded by reducing the Employers' contributions 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 Where programs are established, the Employer shall ensure that sufficient journeymen are available and supervisions is provide so that the apprentice has ample opportunity to obtain related his training and work experience to the degree possible during the Employer's tenure on site.
- 30.7 Both parties acknowledge the Employer's and Union's responsibilities, respectively, in the training of apprentices to meet the Employer's current and future needs.
- Apprentices, when available, shall be employed on work covered by this agreement in the ratio of one (1) Apprentice to four (4) Journeymen. When requested, the first Apprentice shall be a fourth or third year Apprentice, if available.
- 30.8 Apprentices will not be required to work shift work when it interferes with attendance at classes by the Local Apprenticeship training program.

Article 31

HOURS OF WORK

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

REV

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 seven (7) 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 one (2) hour either way to coincide with the end of the day shift.

* *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*

Millwrights 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.

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.

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 The hours of work for such work as driveway and parking lot construction, railroad construction, landscaping, tunnelling, precast concrete erection, fencing or demolition, shall be as established in applicable local agreements for the class and character of work.

An applicable local agreement shall be an agreement between a local of the Union and a builders' exchange, contractors' association or contractor applicable in the locality of the project for the class and character of the work.

31.4 The weekly hours of work for structural steel erection shall be forty (40) hours made up of five (5) days of eight (8) hours each, Monday to Friday inclusive.

31.5 The weekly hours of work for site preparation and earth dams shall be 45 hours made up of five (5) days of nine (9) hours each, Monday to Friday inclusive.

31.6 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.

31.7 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.

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

31.9 LUNCH PERIODS FOR MAJOR PROJECTS, AND
CONSTRUCTION AND SERVICES DIVISION

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.

31.10 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

SHIFT DIFFERENTIAL RATE

32.1 Employees required to work shift work, other than the regular day shift, will receive a shift differential rate of one-fifth (1/5) for normal scheduled shift hours worked..

32.2 Shift differential will not be paid on overtime hours.

REV

Article 33

WELDING TESTS

33.1 On hire, welders must possess the qualifications and class of welding 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.

33.2 A welder who has been referred to the Employer by the Union and who has never had a welding certificate will take an applicable test on his own time and pay for such test.

Article 34

OVERTIME RATES

- 34.1 **REV** Overtime rates will be paid at two times the base rate for work performed outside 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.
- 34.2 Overtime rates will be set out on the wage schedules, attached hereto.
- 34.3 The Chief Steward /and or Job 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. Whenever practical, overtime shall be divided as equally as possible amongst all employees.

Article 35

STATUTORY HOLIDAYS

- 35.1 The Statutory Holidays recognized under this Agreement are:

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

EPSCA agrees to recognize Heritage Day when proclaimed by legislation.

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 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 do 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 Manager of Construction or the Field Construction Manager within fifteen (15) working days of the alleged grievous act.

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

The Management Committee shall be comprised of the Manager of Construction or the Field Construction Manager 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 Manager of Construction or Field Construction Manager shall give his reply on the prescribed form to the Accredited Union Representative within five (5) working days from the date of the First Step meeting.

Copies of completed grievance forms signed by the appropriate parties shall be filed by the Manager of Construction or the Field Construction Manager with the General

Manager of EPSCA. 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.

SECOND STEP

36.4 REV 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 EPSCA's Grievance Officer. A copy of the grievance form shall be forwarded by the Accredited Union Representative to the Executive Secretary-Treasurer of the Millwrights Council.

The EPSCA Grievance Officer shall investigate the grievance and convene a meeting which he or the Executive Secretary –Treasurer of the Millwrights Council 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 Executive Secretary –Treasurer of the Millwrights Council or his designate for the grievor. If the Executive Secretary – Treasurer of the Millwrights Council 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, whether in addition to the wage rates or deducted from the wage rates, for employees covered by this Agreement. The amounts shall be as set out in the wage schedules, attached hereto.
- 39.2 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 same.
- 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 Amendment Act, 1991 in relation to the Employee Wage Protection Program.
- 39.3 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.

Article 40

VACATION AND STATUTORY HOLIDAY PAY TRUST FUNDS

- 40.1 Each Employer shall contribute to The Millwright Benefit Plan Trust Funds, ten percent (10%) of the vacationable gross earning * of each employee covered by this Agreement. The money is to be distributed by the Fund in the following manner: five percent (5%) Vacation Pay to be paid out in June of each calendar year and five percent (5%) Statutory Holiday Pay to be paid out in November of each calendar year.

Each Employer shall remit contributions on behalf of his employees into the Millwright Benefit Plan Trust Funds by the 15th day of the month, following the month in which the hours were earned to the Administrator. At no time will any contribution be paid directly to the employee.

Any Employer in default more than fifteen (15) days in remitting payment, shall pay to the Trustees, as liquidated damages and not as penalty, the amount equal to two percent (2%) of the arrears for each month or part thereof in which he is in default. In addition, the defaulting Employer shall be liable to pay and agrees to pay interest at the rate of 1 ½% per month on any unpaid arrears including the liquidated damages specified herein.

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.

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.

- *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 42

RADIATION WORK

- 42.1 (a) Local Union to be provided with a copy of Radiation Protection Regulations and
REV any revisions from Ontario Power Generation Inc., Bruce Power and any other Nuclear Plant covered by the EPSCA collective agreement.
- (b) Local Union to be provided with a copy of Radiation Protection Procedures and any revisions from Ontario Power Generation Inc., Bruce Power and any other Nuclear Plant covered by the EPSCA collective agreement.
- (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

R.P.A. QUALIFICATION

- 43.1 *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 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 foremen's rates 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.

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

Article 44

ABORIGINAL CONTENT COMMITMENT

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

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

Article 45

TERM OF AGREEMENT

46.1 This Agreement shall continue in full force and effect from May 1, 2004 until April 30, 2010 inclusive, and thereafter it shall be considered automatically renewed for successive periods of two (2) years unless at least sixty (60) days prior to the end of any two (2) year period, either party serves written notice upon the other that it desires termination, revision or modification of any provision or provisions of this Agreement.

In Witness Whereof, EPSCA and the Union have caused this Agreement to be executed in their names by duly authorized representatives at *Toronto* this *6th* day of *October* *2005*.

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

**For: Millwrights Regional Council of
Ontario**

Ivars Starasts

Ian McIsaac

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 20.1 and 20.2.
- (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.

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 five (5) weeks in duration; however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

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

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

Shift work may be established by the Employer to provide seven days per week work coverage, on a two or three ten (10) hour per day shift basis. When this occurs, a specific shift arrangement will be established by the Employer detailing the shift schedule to be worked.

Notice Provision

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

Shift Provisions

Day Shift

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

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

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.

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

7-DAY COVERAGE

HYDRO ONE (LINES AND STATIONS)

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.

(APPENDIX C – 7-Day Coverage Hydro One [Lines and Stations] - continued)

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.

APPENDIX D

MODIFIED PROVISIONS OF THIS CONSTRUCTION AGREEMENT

These provisions will apply to:

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

Definitions:

<i>Facility</i>	Something that is built composed of multi-systems which serves a specific function
<i>Function</i>	Examples - Generation, Administration, Warehousing, Heavy Water Production, Flue Gas Desulphurization, Tritium Removal, Site Services (e.g. Shops)

Dispute Resolution Process

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

All terms of this collective agreement shall apply to work covered by this Appendix D with the exception Article 20 – Generation Projects Daily Travel Allowance and Room and Board and Article 34 – Overtime Rates.

EPSCA/MILLWRIGHTS' COLLECTIVE AGREEMENT

APPENDIX D

MODIFIED PROVISIONS

OF THIS CONSTRUCTION AGREEMENT

INDEX

		<u>Page</u>
Section 1	Generation Projects Daily Travel Allowance and Room and Board	53
Section 2	Overtime Rates	56

Section 1

GENERATION PROJECTS
DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

DAILY TRAVEL ALLOWANCE

1.1 **REV** The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Section 1.2, 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 of the project, he shall receive \$21.15 per day travel allowance effective July 1, 2004 (\$21.55 effective May 1, 2005, \$22.00 effective May 1, 2006, \$22.90 effective May 1, 2007, \$23.35 effective May 1, 2008, \$23.80 effective May 1, 2009) for each day worked or reported for
- (c) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive \$24.55 per day travel allowance effective July 1, 2004 (\$25.05 effective May 1, 2005, \$25.55 effective May 1, 2006, \$26.55 effective May 1, 2007, \$27.10 effective May 1, 2008, \$27.65 effective May 1, 2009) for each day worked or reported for.
- (d) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive \$28.20 per day travel allowance effective July 1, 2004 (\$28.75 effective May 1, 2005, \$29.35 effective May 1, 2006, \$30.50 effective May 1, 2007, \$31.10 effective May 1, 2008, \$31.70 effective May 1, 2009) for each day worked or reported for.

* *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.

- (e) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 17.2 below, he will receive \$32.60 per day travel allowance effective July 1, 2004 (\$33.25 effective May 1, 2005, \$33.90 effective May 1, 2006, \$35.25 effective May 1, 2007, \$35.95 effective May 1, 2008, \$36.65 effective May 1, 2009) provided he continues to travel greater than 97 radius kilometers for each day worked or reported for.

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

- 1.2 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 Sections 1.2(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 of \$64.50 effective July 1, 2004 (\$65.80 effective May 1, 2005, \$67.10 effective May 1, 2006, \$69.80 effective May 1, 2007, \$71.20 effective May 1, 2008, \$72.60 effective May 1, 2009) for each day worked or reported for when employed at a location south of the French River and \$79.05 effective July 1, 2004 (\$80.65 effective May 1, 2005, \$82.25 effective May 1, 2006, \$85.55 effective May 1, 2007, \$87.25 effective May 1, 2008, \$89.00 effective May 1, 2009) for each day worked or reported for when employed at a location north of the French River subject to Sections 1.2(c) and 1.2(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 \$39.10 per day effective July 1, 2004 (\$39.90 effective May 1, 2005, \$40.70 effective May 1, 2006, \$42.35 effective May 1, 2007, \$43.20 effective May 1, 2008, \$44.05 effective May 1, 2009) 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 \$51.50 per day effective July 1, 2004 (\$52.55 effective May 1, 2005, \$53.60 effective May 1, 2006, \$55.75 effective May 1, 2007, \$56.85 effective May 1, 2008, \$58.00 effective May 1, 2009) worked or reported for.
- 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.
- 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 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.

Section 2

OVERTIME RATES

2.1 When working on an eight (8) hour day and five (5) day per week schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 – ½) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of two (2) hours per day. All hours in excess of ten (10) hours per day shall be paid at two (2) times the basic hourly rate.

When working on a ten (10) hour day and four (4) day per week work schedule (Monday to Friday inclusive) overtime work shall be paid at one and one-half (1 – ½) times the basic rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of two (2) hours per day. All hours in excess of twelve (12) hours per day shall be paid at two (2) times the basic hourly rate.

2.2 Overtime work performed on Saturday, Sunday, non-shift days, and the Statutory Holidays listed in Article 35 shall be paid at two (2) times the basic hourly rate.

2.3 The Chief Steward/and or Job 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. Whenever practical, overtime shall be divided as equally as possible amongst all employees.

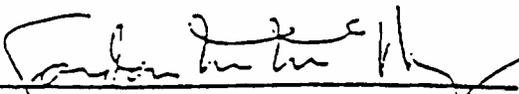
STATEMENT OF UNDERSTANDING NO. 1

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.

For:

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION



President



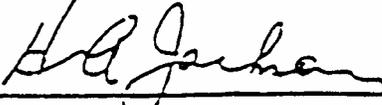
Director



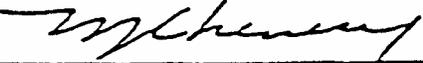
Director



Director



Director



General Manager



Secretary-Treasurer

For:

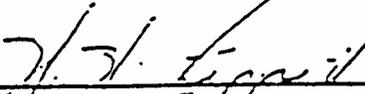
ONTARIO ALLIED CONSTRUCTION
TRADES COUNCIL



President

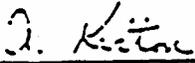


Vice-President



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. 1 (continued)

W. J. D.

International Brotherhood of
Painters and Allied Trades

W. W. Tillen

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

Paul E. G. Hill

International Union of
Operating Engineers

Harold F. Block

Labourers' International Union
of North America

John W. Smith

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)

W. J. O'Connell

International Brotherhood of
Painters and Allied Trades

W. W. Tillen

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

Paul L. Collins

International Union of
Operating Engineers

Harvey F. Black

Labourers' International Union
of North America

John J. Carver

United Brotherhood of
Carpenters and Joiners of
America

LETTER OF UNDERSTANDING

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: Ontario Allied
Construction Trades
Council**

Matthew Elliot

Bryon Black

LETTER OF UNDERSTANDING

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

J. Kil

MS

Al. Mc

John

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.

*Replace Statement of Understanding - #6 dated January 28th, 1999,
with the following:*

STATEMENT OF UNDERSTANDING

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 check. 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.

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

RE: Late Payment of Board Allowance

During the current negotiation discussions, the Unions raised concerns about the late payment of board allowance. It was unclear to what extent payments were being delayed. In order to assess how much of a problem this is, EPSCA agrees to investigate the payment process by June 15, 2000 to determine the extent of the problem and to pinpoint the cause. Once the investigation is complete and the Parties have determined that a problem exists, the Parties agree to re-open negotiations to negotiate an appropriate penalty clause.

Dated this 12th of May 2000.

Phil Bertrand

IUOE

Barry Roberts

EPSCA

Rick Weiss

LIUNA

Claude Cournoyer

UBCJA

STATEMENT OF UNDERSTANDING

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

**MILLWRIGHTS REGIONAL COUNCIL OF ONTARIO
COLLECTIVE AGREEMENT**

TOOL LIST

The Millwright will supply, on reasonable notice, the following list of ordinary hand tools of the trade when required in the performance of his normal duties.

- 1 carry-type tool Box with lock and key
- 1 set feeler gauges, .0015 to .035 inches
- 1 outside micrometer 0 to 1 inch
- 1 6-inch calipers (inside and outside)
- 1 6-inch or 9-inch machinist's level
- 1 combination square with protractor
- 2 scribes
- 1 set centre punches
- 1 set ½-inch drive sockets, 3/8-inch to 1-¼ inch, consisting of:
 - 10-inch reversible ratchet
 - 5-inch extension
 - 10-inch extension
 - universal joint
 - flex handle
 - extra-deep sockets, 3/16-inch,
7/8-inch, 15/26-inch
- 1 set combination wrenches 3/8-inch to 1-1/4-inch or 1 set box-end and 1 set open-end
- 1 set regular screwdrivers (3)
- 1 offset screwdriver
- 1 set Phillips screwdrivers
- 1 set Robertson screwdrivers
- 1 set Allen wrenches 1/8-inch to ½-inch
- 1 set taper punches
- 1 set chisels
- 1 vise grip pliers
- 1 6-inch diagonal cutting pliers
- 1 10-inch rib joints pliers
- 1 needle nose pliers
- 1 8-inch adjustable wrench
- 1 12-inch adjustable wrench
- 2 ball peen hammers
- 1 Pry bar
- 1 hack saw
- 1 tin snips
- 1 hole magnet
- 1 rawhide hammer
- 1 pocket knife

- 1 flat scraper
- 1 bearing scraper
- 1 chalk line
- 1 vernier calipers 6-inch
- 1 set thread gauges
- 1 set depth gauges
- 1 flashlight
- 1 inspection mirror
- 1 adjustable steel tape, 8-foot minimum
- 1 oil stone
- 1 50-foot steel tape
- 1 set dividers
- 1 plumb bob with line

LETTER OF UNDERSTANDING

between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

and the

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

It is agreed by the parties that if an Employer under this agreement assigns layout/survey type work to the Millwright District Council of Ontario, United Brotherhood of Carpenters and Joiners of America, the Employer will pay those Millwrights in accordance with the Journeyman rates listed in the appropriate EPSCA wage schedules. EPSCA Vacation and Statutory Holiday Pay entitlement shall be calculated in the amount of ten percent (10%) of the base hourly rate. Welfare, Pension and Training Fund amounts shall be as set out in the appropriate EPSCA wage schedule. All other conditions contained the the EPSCA Collective Agreement apply.

DATED AT Toronto THIS 5th DAY OF Nov 1990.

FOR: EPSCA BARGAINING
COMMITTEE:

[Signature]

FOR: MILLWRIGHT DISTRICT COUNCIL
OF ONTARIO BARGAINING
COMMITTEE:

[Signature]
[Signature]

FOR: THE ELECTRICAL
POWER SYSTEMS
CONSTRUCTION
ASSOCIATION:

[Signature]
[Signature]

FOR: THE ONTARIO ALLIED
CONSTRUCTION TRADES
COUNCIL:

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING
Between
ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION
And
MILLWRIGHT DISTRICT COUNCIL OF ONTARIO
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

RE: WORKING FOREMEN

This will confirm that any issues encountered during the term of the collective agreement regarding the amendment to the language of Article 14.14 - Working Foremen - may be referred to the Executive Committee.

Dated this 10th day of March 2006

For: EPSCA:

For: Millwright District Council:

Ivars Starasts

Ian McIsaac
