

Transmission Collective Agreement  
Electrical Power Systems Construction Association  
(EPSCA)

("the Employer")

- and -

Labourers' International Union of North America,  
Ontario Provincial District Council ("LIUNA OPDC")

("the Union")

May 1, 2015 – April 30, 2020

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## ARTICLE 1 - RECOGNITION

1.01 EPSCA, as the accredited bargaining agent, recognizes the Union as the exclusive bargaining agency for a bargaining unit comprising all employees and foremen of all Employers bound by the accreditation engaged in all construction industry work\* performed in the electrical powers systems sector in the Province of Ontario on Ontario Power Generation Inc. (OPGI), Hydro One, Bruce Power LP and Portlands Energy Centre property for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities.

\* The work encompasses:

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

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

The work described above shall include work on property acquired by Ontario Power Generation (OPGI), Hydro One and Bruce Power LP 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 (OPGI), Hydro One and Bruce Power LP for the storage of materials to be used on a project by Employees.

The term "employee" shall include all employees of the Employer in the classifications set out below:

Group II	Watchman
	Labourer
	Heaterman
	Power Sweeper Operator
	Siamese Blowgun Operator
	Carpenter Helper
	Flagman

	Signalman
	Spotter
	Janitorial Cleaner (Construction Site)
	Area Captain (BHWP)
Group VI	Formworker (Lakeview and Pickering Projects only)
	Conveyor Belt Attendant
	Scaler
	Wrecker – Demolition of Complete Buildings
	Yardman – Used Building Materials
	Form Stripper
	Powderman Helper
	Air Trac Driller Helper
	Bricklayer Helper / Mason Tender
	Stressing Operating Helper – Post-Tensioning and Prestressing
	Caulker including Tile and Concrete Pipe
	Grouter Operator (not machine)
	Portable Compressor Operator
	Small Pump Operator
	Pipe Layer
	Small Mixer Operator
	Concrete Worker
	Floatman
	Puddler
	Screedman
	Mortarman
	Air Tool Operator
	Concrete Core Drill Machine Operator
	Jackhammer Operator
	Tamper Operator
	Chainsaw Operator
	Vibrator Operator
	Electrical Tool Operator
	Pressurized Grouterman
	Bomag Operator
	Scotcrete Operator
	Chipping Hammer Operator
	Concrete Breaker
	Jackleg Operator
	Rocksplitter Operator
	Farm Tracker Operator
	Tool Crib Attendant
	Building Labourer (Lines and Stations only)
	Stump Cutter Operator
	Stress Operator Post-Tensioning and Prestressing
	Welder – Post-tensioning and Prestressing
Group IX	Powderman
	Air Trac/Hydraulic Drills and Self-Propelled Hydraulic Drills
	Diamond Driller
	Injection drillers*

## Blasters\*

*\* the addition of these classifications does not confer nor establish craft designation*

If classifications are required, they will be negotiated, as appropriate, for work in the electrical power sector.

The term "foreman" shall include all foremen between the ranks of, but not including, working foreman and general foreman, save and except those described hereunder.

The "classifications" referred to above do not establish craft jurisdiction. Such jurisdiction is established in accordance with Articles 6 and 7 of this Collective Agreement.

- 1.02 When the crew<sup>1</sup> size is five (5) or less, including the foreman, the foreman may be required to work with the tools of the trade. The foreman, if already eligible to act as a working foreman during the normal scheduled hours of work, will not act as a working foreman on overtime.

The "Wages", "Shift Differential Rate", "Benefits", "Overtime Rates" and "Hours of Work" Articles of this Agreement do not apply for work such as driveway and parking lot construction, railroad construction, landscaping, precast concrete erection, fencing or demolition. When such work is undertaken, the classifications, wages, weekly hours of work, shift differential rate and overtime rates appropriate for the class and character of work shall be as established by the nearest influencing representative agreements between locals of the Union and builders' exchanges, contractors' associations or contractors for the class and character of work.

For tunneling work the wages, classifications, shift differential rates, compressed air premiums, hours of work and other individual employee working conditions shall be as set forth in the Tunnel Schedule of the Collective Agreement between the Heavy Construction Association of Toronto and the Labourers Union.

- 1.03 EPSCA and the Union agree the use of nomenclature is meant to refer to both genders.

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<sup>1</sup> *A crew is defined as the foreman and the total number of tradespersons directly supervised*

## **ARTICLE 2 - CONTRACTING AND SUBCONTRACTING**

2.01 Hydro One will maintain its current “labour requirements” practice for the term of this agreement. For clarity purposes, the labour requirements documentation will be modified where necessary to reflect the new collective agreement between EPSCA and LIUNA OPDC in place of Hydro One /LIUNA collective agreement. For further clarity the labour requirements documentation will require contractors/sub-contractors to apply the terms and conditions of this collective agreement if and when the work being performed falls under this agreement. LIUNA OPDC agrees that contractors who are signatory to other LIUNA collective agreements will apply the terms and conditions of the EPSCA/ LIUNA OPDC collective agreement when performing work on Hydro One property or performing work on Hydro One assets which are located on Bruce Power or OPG property. The parties acknowledge that this collective agreement does not change nor alter the existing practices with respect to contracting out to non-union contractors.

## **ARTICLE 3 - ACCREDITED UNION REPRESENTATIVES**

- 3.01. 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 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 Employer 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.
- 3.02. An Accredited Union Representative may be appointed by LIUNA OPDC to be his designate in matters requiring the involvement of LIUNA OPDC. The LIUNA OPDC Representative will inform the Employer representative, in writing, of the name, duration of, appointment and function of such designate.

## ARTICLE 4 – UNION STEWARDS

- 4.01 The Accredited Union Representatives shall inform the appropriate Employer Representative 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 appropriate Employer Labour Relations 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.
- 4.02 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.
- 4.03 The chief steward will be informed of all scheduled overtime. Where practical, provided he/she is qualified to perform the work, a Steward who is working at a location where overtime is being worked shall be given the first opportunity to work on that overtime work.
- Where practical, provided he/she is qualified to perform the work, a Chief steward with responsibility for a work site(s) where scheduled overtime is being worked on a non-scheduled day (Saturday, Sunday, Recognized Holiday or Friday if working 4x10) shall be given the first opportunity to work on that overtime. If the Chief Steward is unable to perform the overtime, he/she may designate one (1) steward to work the entire overtime opportunity.
- 4.04 No foreman or subforeman shall be permitted to act as a steward.
- 4.05 No steward shall be discriminated against for the performance of their duties as a steward. Where practical and where requested by an employee, a Union Steward and/or Union Representative will be present at a meeting where there will be discipline or discharge meted out to an employee. There may be instances where this is not practicable or where a Union Steward and/or Union Representative is not available.
- 4.06 Certified Health and Safety Representative

Any worker acting as the designated Certified Health and Safety Representative or certified alternate as defined by the occupational health and safety act shall be treated the same as chief stewards for purposes of layoff. Providing he/she is qualified to perform the remaining work the designated certified health and safety representative or certified alternate shall be the last to be laid off prior to the chief steward. This article only applies to the Hydro One direct hire workforce and there will only be one (1) Certified Health and Safety Representative per zone (i.e. 4 for Hydro One in total).

## **ARTICLE 5 – ADVANCE NOTICE**

- 5.01 The Employer will advise the Union of all new construction Projects coming under the provisions of this Agreement for the construction field forces of the Employer.

Upon the request of the Union, the Employer will convene a pre- job 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. The Employer will record the minutes of prejob conferences and forward them within fifteen (15) working days to the Union.

- 5.02 Subsequent prejob conferences will be convened by the Employer before specific portions of work commence to discuss the final details of the work and to establish conditions in accordance with this agreement for that work.
- 5.03 The Employer will provide written notice to the Union as far in advance as possible of new work and pre job conferences as noted in Sections 5.01 and 5.02 above. For work of less than one week's duration and requiring five (5) or less employees, pre job meetings must be arranged with as much advance notice as possible by the Employer but without formal notice, in writing, unless the pre job meeting has been waived by the parties.

## **ARTICLE 6 – WORK ASSIGNMENT**

- 6.01 (a) A markup process will be utilized when an Employer intends to perform work on a project site<sup>2</sup>. 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.

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<sup>2</sup> For the purposes of this Article, Lines and Stations is considered one project site



- (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.

However, if a specific scope of work is being assigned contrary to past practice, the union may request and the employer shall hold a mark-up meeting to correct or confirm the assignment. A maximum of one mark-up meeting can be requested by the union each calendar year for the same scope of work.

- (c) When an Employer has work that is less than 3 weeks duration and there are ten (10) or fewer employees covered by this Collective Agreement and/ or applicable BTU agreement employed on this specific work, the Union will be notified of the scope of work and the Employer's proposed work assignments. The Union will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union of the final work assignments prior to the commencement of the work.
- (d) All work that does not meet the criteria set out in clauses 6.01 (b) or 6.01(c) will be reviewed and assigned at a markup meeting.
- (e) The Employer will provide written notice to the Union as far in advance as possible of markup meetings. The Union may attend these markup meetings, and every effort will be made to settle questions of jurisdiction before the work is expected to commence.
- (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 in attendance at the markup meeting. The Employer will specify a reasonable time limit for the Union involved submitting evidence of their claims. The Employer will evaluate all evidence submitted and make a final assignment of the work involved. The Employer will advise the Union of the final assignments prior to the work commencing.

- (g) EPSCA and/or the Employer 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 7 - JURISDICTIONAL DISPUTES**

- 7.01 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 Ontario Labour Relations Board without permitting it to interfere in any way with the progress of the work at any time.
- 7.02 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 7.01 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 mis-assignment of work only in the circumstances where the other unions involved in the proceedings is (are) equally restricted in their ability to claim for damages. However this clause 7.02 shall not apply where the Jurisdictional Dispute and the mis-assignment 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.
- 7.03 The board panel appointed by the Ontario Labour Relations Board will govern its decision pursuant to its normal criteria.
- 7.04 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 7.01 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 8 – UNION SECURITY**

### **8.01 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.

## 8.02 UNION DUES AND CHECKOFF

- (a) The Employer agrees to deduct from each employee covered by the terms of this agreement working dues at the rate provided for in the applicable Local Union Schedule which shall be remitted to the Secretary-Treasurer of the applicable Local Union by the fifteenth (15<sup>th</sup>) day of the month following the month in which such deduction was made.
- (b) Ontario Provincial District Council working dues consisting of forty cents (\$0.40) per hour shall be deducted and remitted by the Employer directly to the Labourers's Pension Fund of Central and Eastern Canada, along with the pension contributions
- (c) The amounts of the Ontario Provincial District Council working dues deductions, as well as the recipient of said deductions, may only be altered by the Secretary-Treasurer of the Ontario Provincial District Council in accordance with Article 8.02 (f) below.
- (d) The Employer shall, when remitting such dues, submit a list of names and social insurance numbers (where permissible under applicable legislation) for and on whose behalf such deductions were made, on one (1) Standard Benefits Form showing all applicable deductions and/or contributions.
- (e) The aforesaid remittances shall be made directly by the Employer as aforesaid notwithstanding anything contained in any other article, Appendix or Schedule to this Agreement.
- (f) Wage Schedule, dues and remittance changes are to be provided in writing to EPSCA and changes shall only take place during the month of March of each calendar year. The effective date of such changed wage schedules,

dues and remittances shall be within 30 days of receipt of such notice.

The above-noted time frame shall not apply proceeding contract ratification for a period of forty-five days.

Upon mutual agreement of EPSCA and the Union, in exceptional circumstances, EPSCA and/or the Union may require changes to the wage schedules outside of the window outlined above. Such agreement shall not be unreasonably denied.

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

- (a) a fixed dollar amount per month;
- (b) a fixed percentage of vacationable gross earnings per month;
- (c) a fixed cents per hour worked or paid;
- (d) a fixed cents per hour worked or paid plus a fixed dollar amount per week or month;
- (e) a fixed dollar amount per month plus a percentage of vacationable gross earnings.

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

## **ARTICLE 9 – EMPLOYMENT**

- 9.01 (a) For purposes of this Article, a geographic area will be established for each Major Project and geographic areas for 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 pre-job conferences.
- 9.02 An office will be established by the Employer, with the approval of EPSCA, for each Major Project. A purpose of this office will be to co-ordinate employment as specified in this Article

- 9.03 The Employer, with the approval of EPSCA, and the Union will exchange the names of their representatives in each of the areas described in 9.01 (a), who will be responsible for co-operating in the referral and employment of reliable and competent union members.
- 9.04 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.
- 9.05 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 the Employer and the Union.
- 9.06 The employment of additional tradesmen, excluding key tradesmen and tradesmen employed through the Employment Request Article, shall be carried out on the following basis and sequence:
- (a) The Employer, with the approval of EPSCA, will request the local union office for tradesmen as required. The request will include a description of the work, the number of qualified tradesmen required, and the name of the Employer for whom the tradesmen will be working.
  - (b) The Union members who are resident in the designated geographic area will be referred by the Union for employment. 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 Employer 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 to meet the manpower requirements of the Employers, the Employers may employ tradesmen who are resident within the geographic area. Such tradesmen shall comply with the requirements of Article 8 of this Agreement. The Employer 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 within the geographic area has been exhausted and additional tradesmen are required, the Employer with the approval of EPSCA will contact the LIUNA OPDC Representative, or his designee, in order to determine whether suitable union tradesmen are available outside of the geographic area. The Employer will co-operate in providing employment to such union tradesmen on the basis that they be supplied from the nearest location where they are available.

9.07 Notwithstanding the provisions of Articles 9.05 and 9.06, re-employment as required by the Workplace Safety and Insurance Board shall not be a violation of this collective agreement nor be subject to the provisions of Articles 32 and 33.

## **ARTICLE 10 – KEY TRADESMEN**

Employers reserve the right to transfer tradesmen from one location to another to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation projects and transmission and transformation construction.

- 10.01 The number of key tradesmen to be transferred will be jointly determined at a pre job conference as provided for in Article 5 - Advance Notice.
- 10.02 All key tradesmen, requested by the Employer and agreed to by the Union, must obtain clearance from the Local Union before commencing work.

## **ARTICLE 11 - HIRING, RECALL AND TRANSFER**

### Hiring and Recall

- 11.01 The Employer agrees to contact the Local Union having jurisdiction over the work for its needed supply of men for the following day. All employees hired through the Union shall present to the Employer a referral slip from the Union prior to commencing employment, unless such referral has been transmitted electronically by the Union to the Employer. It is understood that if the Local Union is unable to provide the required men within 24 hours, the Employer is free to hire such labour as is available, but such labour shall

acquire a referral slip prior to commencing work on the second day after hiring and as a condition of employment, either be in good standing or apply for membership in the union within 7 days.

- 11.02. (a) Except as set out in (b), the Employer may recall former employees who had previously been on the payroll of the Employer. A member at date of recall, must be in good standing in the union and be registered as unemployed with the Local Union having jurisdiction where the work is to be performed. To qualify for recall a former employee must be requested within 12 calendar months of termination. The former employee must have been on the payroll of the Employer for at least (20) twenty calendar days in order to be eligible for recall.
- (b) No recall in the area of Local 1059. In Local 183 employees will be recalled in accordance with the Local's dispatch rules.
- 11.03 The Employer may request and the Local Union may agree to clear additional tradesmen.

#### Transfer

- 11.04 The parties agree the employer is allowed to transfer employees within the geographic area of the Local Union for projects covered by this collective agreement
- 11.05 The Employer shall have the right to transfer employees to projects within a zone provided that employees from Local Unions other than the Local Union having jurisdiction over the work shall not comprise more than 25% of the employees at a project. The 25% figure includes sub-foremen, FITS and key tradesmen. Where a crew consists of three persons, one person will constitute the 25% figure.
- 11.06 On line projects that span the geographic jurisdiction of more than one Local Union, the Employer may keep the crew intact and move the entire crew across Local Union jurisdictions. The parties (which may include the Local Union representatives) will meet prior to the commencement of the project and establish a ratio of members of each local to man the project for its duration. Best efforts will be made such that the crew make-up reflects the amount of work (percentage) in each local union territory.

11.07 For line projects as outlined in 11.06 above, the wage package for LIUNA members on the project will be a weighted –average based on the percentages established in 11.06.

## **ARTICLE 12 - PROJECT LAYOFF PROCEDURE**

12.01 During staff reductions the Employer shall lay off the last employee hired, provided the remaining employees are able to perform the work currently underway as follows:

- (a) In all layoff situations (other than those impacting a crew as outlined in 11.06) transferees will be laid off (or transferred back) prior to members of the Local Union having jurisdiction where the work is being performed.
- (b) For crews constituted under Article 11.06, the ratios established under 11.06 shall be maintained as closely as possible.

12.02 Subject to Article 13.09 the employer shall have the right to move foremen from construction site to construction site.

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

- (a) Foremen who are transferred into, or hired as a Foreman at, an EPSCA construction site as a foreman shall be laid off as a foreman or transferred out to another EPSCA construction site as a foreman.
- (b) An employee who has been promoted to the foreman level by the Employer during the course of his employment on an EPSCA construction site, shall not be subject to (a) above and will be reduced to a working position at such site. For layoff purposes, the employee will then be subject to Article 12.01.

## **ARTICLE 13 – FOREMEN**

13.01 It is understood that foremen hold a key position in the relationship between the Employer 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 Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the foremen, the Employer and the Union.



- 13.02 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 Employer, and will not work with the tools of the trade, except as specified elsewhere in this 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 for resolution. If the matter cannot be resolved, the grievance procedure may be invoked by either party.
- 13.03 The selection and retention of foremen will be the responsibility of the Employer. When making appointments to the foreman level, the Employer 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.
- 13.04 In accordance with Article 8 Union Security and Article 13.03 above, the appropriate Union affiliation for foremen shall be determined, as follows:
- (a) Prior to appointment:
    - i. Foremen appointed by internal promotion shall retain the union membership held
  - (b) Foreman 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
- 13.05 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.
- 13.06 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.

- 13.07 Overtime rates for Foremen for work performed outside normal hours as defined in Article 28 - 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.
- 13.08 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.
- 13.09 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.
- 13.10 The Employer agrees to pay into operative apprenticeship and training funds on behalf of foremen. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradesmen represented by the Union.
- 13.11 On a charge-out basis, the Employer shall supply foremen with protective clothing appropriate for the conditions under which the work is being done.
- 13.12 Foremen shall be accountable, but not liable, for gang tools used by their crew.
- 13.13 **FOREMAN RATES**

Hourly wage rate shall be the LIUNA Labourer Trade Group II hourly wage rate plus the amount calculated as follows:

Sub-Foreman – 7% of the then applicable LIUNA Trade Group II hourly wage rate

FIT – 8% of the then current LIUNA Labourer Trade Group II hourly wage rate

Foreman – 12% of the then current LIUNA Labourer Trade Group II hourly wage rate

Composite Crew Foreman (if introduced by the Employer) – 15% of the then current LIUNA Labourer Trade Group II hourly wage rate

Senior Foreman – (if introduced by Employer) – 17% of the then current LIUNA Labourer Trade Group II hourly wage rate

No existing foreman shall suffer any reduction in their current hourly wage rate as a result of this agreement. Further, existing foremen shall maintain their current hourly wage rate in the event such rate is higher than as set out in this provision, until such time as the hourly wage rate for foremen surpasses their current hourly wage rate at which time they shall be paid the higher hourly wage rate or until they are no longer foreman or are subject to a bona fide layoff.

Wage schedules to be updated accordingly

#### 13.14 **FOREMAN IN TRAINING**

The parties agree to establish the Foreperson in Training (FIT) classification. It is understood that FITs hold responsible positions in the relationship between the Employer and the Union. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the FIT, the Employer and the Union.

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

The selection of FITs will be the responsibility of the Employer. Nothing regarding the selection of FITs is subject to the grievance procedure. For clarity, the specific criteria utilized, or the selection of FITs will not be subject to the grievance procedure. When making appointments, the Employer will make such appointments from those employees currently employed.

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

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

When the crew size is six (6) or less, including the Foremen and the FIT, one or the other may be required to work with the tools of the trade but not both (crews without FITS are governed by Article 1.02). FITS who are not working foremen during regular time shall not be assigned duties of a working foreman on overtime. In all instances, the primary responsibility of the FIT shall be to perform his/her safety and supervisory duties.

Management will have 24 months to determine whether or not the FIT will become a foreman. Employees who are not made a foreman may be placed in the bargaining unit as labourers, only if at the time they commenced the FIT program they were employees in the bargaining unit. Otherwise they will be laid off or transferred.

**ARTICLE 14 - WAGES**

14.01 Effective May 1, 2015 and until April 30, 2020, the rates of pay for employees in the classifications listed in Article 1 of this agreement shall be as set forth in the wage schedules attached hereto.

14.02 EPSCA shall provide the Union with current wage schedules.

May 1, 2015 – 2.5% TWP Increase – Retro to May 1, 2015  
 Year 2 – 1.25% TWP  
 Year 3 – 1.25% TWP  
 Year 4 – 1.25% TWP  
 Year 5 – 1.25% TWP

14.03 **FOUR (4) ZONE CONCEPT**

EPSCA and the Union have implemented a four (4) zone concept that covers all LIUNA locals. The total wage package (TWP) will be the same throughout the zone, across the locals.

The four (4) zones will be as follows:

<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
Local 625 – Windsor	Local 183 – Toronto	Local 183 – Peterborough	Local 607 – Thunder Bay
Local 625 – Chatham	Local 183 – Barrie	Local 183 – Huntsville	Local 493 – Timmins
Local 837 – Hamilton	Local 183 – Oshawa	Local 527 – Cornwall	Local 493 – NE Misc
Local 837 – St. Catherines		Local 527 – Hawkesbury	Local 493 – Sudbury
Local 1059 (4A) – London		Local 527 – Ottawa	Local 1036 – Sault St. Marie

Local 1059 (4B) – London		Local 247 - Kingston	
Local 1081 – Brantford			
Local 1081 – Kitchener			
Local 1089 – Sarnia			

Once the zone total wage packages are determined the monetary increases shall be added to the total wage package.

No employee will suffer a reduction in total wage package as a result of this agreement and the introduction of the zone concept.

Employees shall maintain their current total wage package in the event their current total wage package is higher than the zone total wage package, until such time as the total wage package surpasses their total wage package at which time they shall receive the higher rates.

## **ARTICLE 15 – PAY PROCEDURE**

### **15.01 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 15.01(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 Employer 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.

#### 15.02 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 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 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.  
  
The Employer will provide a Record of Employment (ROE) Form in the employee's final pay or will send the ROE information electronically to Service Canada within the timelines specified in Article 15.02.
- 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 15.2(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.
- 15.03 The parties agree to direct deposit. An employer will provide assistance to employees who require assistance obtaining a bank account.
- 15.04 A laid off employee shall have his final pay direct deposited no later than the next pay period or mailed out in accordance with Article 15.02 (b).
- 15.05 Hydro One Direct Hires Only: For any overpayment that amounts to \$150.00 or less, the Employer will deduct the full amount of the overpayment from the next regular pay. Notification of the overpayment will be sent to the employee and the union. The employer shall advise the union and obtain the employee's consent prior to recovery of the funds for any overpayment over \$150.00. Should the employee withhold consent, the employer reserves its right to seek recovery through the grievance procedure or other legal proceedings.

#### **ARTICLE 16 - CALL-IN PAY**

- 16.01 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 17 - REPORTING PAY ON 8 HOUR AND 10 HOUR SHIFTS**

- 17.01 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.

- 17.02 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.
- 17.03 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 18 - INCLEMENT WEATHER PAY**

- 18.01 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 by an authorized representative of the Employer.
- 18.02 An employee who reports for and commences work, but is unable to continue work due to inclement weather, shall receive two (2) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is greater.
- 18.03 An employee who qualifies for inclement weather pay shall also receive travel or board allowance, if applicable.

#### **ARTICLE 19 - DAILY TRAVEL ALLOWANCE / ROOM AND BOARD**

##### **DAILY TRAVEL ALLOWANCE**

- 19.01 The daily travel allowance will be paid by the Employers to their employees who are not living in camp or receiving a subsistence allowance as referred to in Section 19.03 (ii) on the following basis:
  - a) If an employee lives within forty (40) radius kilometres of the work location or declared assembly point, no travel allowance will be paid.
  - b) If an employee lives within 40 to 56 radius kilometres of the work location or declared assembly point, he shall receive effective August 14, 2015 \$27.05, per day travel allowance, (effective May 1, 2016 \$27.32; May 1, 2017



\$27.59; May 1, 2018 \$27.87; May 1, 2019 \$28.15) for each day worked or reported for.

- c) If an employee lives within 56 to 80 radius kilometres of the work location or declared assembly point, he shall receive effective August 14, 2015 \$31.15 per day travel allowance, (effective May 1, 2016 \$31.46; May 1, 2017 \$31.77; May 1, 2018 \$32.09; May 1, 2019 \$32.41) for each day worked or reported for.
- d) If an employee lives within 80 to 97 radius kilometres of the work location or declared assembly point, he shall receive effective August 14, 2015 \$35.24 per day travel allowance, (effective May 1, 2016 \$35.59; May 1, 2017 \$35.95; May 1, 2018 \$36.31; May 1, 2019 \$36.67) for each day worked or reported.
- e) If an employee lives greater than 97 radius kilometres from the work location or declared assembly point, and does not qualify for subsistence allowance under Section 19.03 below, he shall receive effective August 14, 2015 \$39.05 per day travel allowance, (effective May 1, 2016 \$39.44; May 1, 2017 \$39.83; May 1, 2018 \$40.23; May 1, 2019 \$40.63) provided he continues to travel greater than 97 radius kilometres daily for each day worked or reported for.
- f) When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement. A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometres and actual kilometres traveled.  
  
Unreasonable relationship (radius vs actual km) for employees in the 80 to 97 km travel ring, and who travel 120 km or more by the most direct road route, are eligible to apply for Room and Board allowance as per the collective agreement
- g) Employees using company vehicles are not entitled to daily travel

19.02 The Employer reserves the right to base daily travel allowance on the distance in radius kilometres 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**

19.03 The following conditions will apply for employees whose regular residence <sup>3</sup>is more than 97 radius kilometres 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 19.03(b) and (c) below.

- (b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance effective August 14, 2015 of \$95.79 per day, (effective May 1, 2016 \$97.70; May 1, 2017 \$99.66; May 1, 2018 \$101.65; May 1, 2019 \$103.68) for each day worked or reported for subject to Section 19.03(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 kilometres from the project will be entitled to effective August 14, 2015 \$45.93 per day, (effective May 1, 2016 \$46.85; May 1, 2017 \$47.79; May 1, 2018 \$48.74; May 1, 2019 \$49.72) for each day worked or reported for.
- (d) When an employee's regular residence is more than five hundred (500) radius kilometres from the project, and the job or project is worked on a four ten (4x 10) hour work

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<sup>3</sup> 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 a 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.

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.

- 19.04 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 19.01 and 19.03 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.
- 19.05 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.
- 19.06 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.

- 19.07 Upon application, payment of Room and Board/ Daily Travel Allowance will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period, will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

## **ARTICLE 20 - DAILY TRAVEL TIME**

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

- 20.02 (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.

An employee who is driving a company vehicle shall be paid for all time spent travelling from the work location and back to the assembly point on normal working days.

20.03 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.

An employee who is driving a company vehicle shall be paid premium time for all time spent travelling from the work location and back to the assembly point on days other than normal working days.

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

## **ARTICLE 21 - TRAVEL AND TRANSPORTATION**

### **21.01 INITIAL EMPLOYMENT**

On recruitment of tradesmen who live between 80 to 161 radius kilometres from the project, effective September 23, 2010, the Employer shall pay \$30.00 for the initial trip to the project.

## 21.02 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario but beyond 161 radius kilometres from the project, effective September 23, 2010, the Employer shall pay as an allowance \$0.35 cents per radius kilometre, plus travel time based on one (1) hour's pay for each 80 radius kilometres of travel to a maximum of eight (8) hours' pay, for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

## 21.03 NON-ONTARIO RESIDENTS

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

21.04 To qualify for payment in 21.01, 21.02 or 21.03, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

21.05 On termination of employment due to a reduction of staff, an employee entitled to payment under 21.01, 21.02 or 21.03 shall be entitled to return expenses calculated in the same manner as in 21.01, 21.02 or 21.03 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.

## 21.06 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 travelling time equivalent at straight-time rates up to a maximum of eight (8) hours.

## **ARTICLE 22 - STANDOFF**

22.01 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 electronically upon the commencement of the Standoff. No travel allowance will be paid to an employee for the Standoff period. Subsistence allowance will only be paid when proof that temporary residence is being maintained is provided. Proof of residency will be in a form acceptable to Management such as a Landlord receipt, hotel/motel receipt, etc.

- 22.02 An employee who qualifies for subsistence allowance and who is placed on Standoff will be paid subsistence allowance up to a maximum of ten (10) consecutive working days.
- 22.03 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.
- 22.04 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.
- 22.05 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:

- (a) Eight (8) scheduled working days will be considered the equivalent of ten (10) consecutive working days.
- (b) Sixteen (16) scheduled working days will be considered the equivalent of twenty (20) consecutive working days.
- (c) Twenty-four (24) scheduled working days will be considered the equivalent of thirty (30) consecutive working days.

## **ARTICLE 23 - REST PERIOD**

- 23.01 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.
- 23.02 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.
- 23.03 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 24 - LUNCHROOM FACILITIES**

- 24.01 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 25 - MEALS ON OVERTIME**

### **25.01 SCHEDULED EIGHT (8) HOUR SHIFTS**

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

minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

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

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

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

#### **25.02 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 26 - TOOLS AND CLOTHING**

26.01 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 for the trade. Employers may supply tools and equipment to employees. Employees receiving such tools and equipment shall be responsible for them in accordance with this Article.

The 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) The 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.

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 \$500.00 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.

- 26.02 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.

- 26.03 Gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Gang tools shall be the responsibility of the Employer
- 26.04 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.
- 26.05 Power tools, torque wrenches and other gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Such tools are not identified on trades' tool lists, nor are they the tools and equipment identified in 26.01 of this article.

#### **ARTICLE 27 - PROTECTIVE CLOTHING AND EQUIPMENT**

- 27.01 Employees must, at their own expense, provide suitable clothing for the performance of their regular duties. Employees are required to wear protective clothing and use protective equipment, as determined by the Employer, for the work being done, subject to sections 27.02 and 27.03 below.
- 27.02 The Employer shall provide suitable rainwear, when required.
- 27.03 The protective clothing and equipment covered in sections 27.01 and 27.02 of this Article that is provided by the Employer shall be charged out to the employee and the employee shall be responsible for the return of such clothing and equipment to his Employer.

No charge will be made against an employee for protective clothing which may be substantiated as having been lost or stolen due to circumstances beyond the employee's control. Any lost or stolen articles are to be reported to the supervisor immediately.

- 27.04 On abnormally dirty and /or corrosive work in which employees' clothes may permanently damaged, the Employer shall supply and maintain the appropriate protective clothing at no cost to the employee. Such protective clothing will remain the property of the Employer and will be returned by employee upon completion of the work involved.

#### **ARTICLE 28 - HOURS OF WORK**

- 28.01 **One (1) or Two (2) Shift Operation**

The weekly hours of work Monday to Friday inclusive shall consist of forty (40) hours for all employees of Employers covered by this agreement and working on a one (1) or two (2) shift operation except as described in Sections 28.02, 28.03, 28.04, 28.05, 28.06 and 28.07.

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

- (a) Four (4) consecutive ten-hour shifts, Monday to Thursday or;
- (b) Four (4) consecutive ten-hour shifts, Tuesday to Friday;
- (c) Five (5) consecutive eight-hour shifts but not concurrently on the same work program<sup>4</sup>.
- (d) 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<sup>4</sup> at the site.

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

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

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

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

### **Three (3) Shift Operation**

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<sup>4</sup> 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

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.

- 28.02 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.

- 28.03 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.
- 28.04 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.
- 28.05 The weekly hours of work for Watchmen shall be forty-eight (48) hours per week. Watchmen may be required to work up to twelve (12) hours per day.
- 28.06 The weekly hours for tunneling shall be forty (40) per week.
- 28.07 The weekly hours of work for mason tenders shall be forty (40) comprised of eight hour and one-half hours Monday through Thursday and six hours on Friday. All work in excess of the daily hours shall be overtime.
- 28.08 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.

28.09 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 the Employer with the approval of EPSCA and the Union.

28.10 Any changes to the hourly or weekly work hours will be made effective the first day of the new pay period.

28.11 NORTH OF FRENCH RIVER

Applies to Hydro One Direct Hires Only:

For work North of the French River, in remote locations where it is not practical for employees to return home daily, the employer, at their discretion, may establish the following hours of work arrangement:

- i. The Employer may establish a shift consisting of eight (8) consecutive ten (10) hours days at straight time followed by six (6) consecutive days off
- ii. Board allowance will be paid for all days worked. Board allowance will be as per Article 19.03 or the employer may pay expenses in lieu of Board Allowance. If the Employer deems it necessary to fly employees to the work location, flights will be paid for by the Employer.
- iii. Employees who qualify for additional day(s) of Board allowance, as per Article 19.03 (d) shall receive two (2) additional days' Board allowance.
- iv. The return trip to the assembly point (2 hours minimum to maximum length of the shift) will be during working hours.

28.12 LUNCH PERIODS FOR MAJOR PROJECTS

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.

- 28.13 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 29 - SHIFT DIFFERENTIAL RATE**

- 29.01 Employees required to work shift work, other than the regular day shift, shall receive a shift differential rate of one-seventh (1/7) for normal scheduled shift hours worked. Employees required to work shift work on the third shift of a three-shift operation shall receive a shift differential of one-fifth (1/5) for normal scheduled shift hours worked.
- 29.02 For employees required to work shift work on tunnelling, the following conditions will apply: Where three shifts are worked, the shift times shall be as follows, subject to variation by agreement of the Union and an employer:
- (a) 1<sup>st</sup> Shift: 7:00 am - 3:00 pm
  - (b) 2<sup>nd</sup> Shift: 3:00 pm - 11:00 pm
  - (c) 3<sup>rd</sup> Shift: 11:00 pm - 7:00 am

On such three shift tunnelling operations, it is agreed the meal break will be paid. Where three shifts are working involving payment of Saturday or Sunday overtime under the provisions of this agreement, it is agreed that shift premium, where applicable, will be paid in addition to the overtime. All second shift work to be paid at time and one-eighth the regular day shift rate, and all third shift work to be paid at time and one-seventh the regular day shift rate. On tunnel work, all hours worked on a second shift after 11:00 pm will be paid at third shift premium rate (time and one-seventh), but this does not apply when the regular quitting time for the second shift is 12:00 midnight.

- 29.03 Shift differential will be paid on overtime hours.

## **ARTICLE 30 OVERTIME RATES**

- 30.01 Overtime rates are paid for work performed outside of normal hours as defined in the Article 28 -"Hours of Work"- of this

Agreement and for work performed on Saturday, Sunday and the Statutory Holidays listed in Article 31 and shall be as set forth in the wage schedules subject to 30.02 below.

When an employee is required to return to work without an eight-hour (8-hour) break, all work performed shall be paid for at the applicable overtime rate until such time as the employee receives an eight-hour (8-hour) break. This provision does not apply to a shift change.

30.02 Effective May 1, 2010 until April 30, 2015, EPSCA shall amend wage schedules with respect to overtime to conform to the overtime rates of pay for the classifications listed in Article 1 of this Agreement paid in the locality by Employers under agreement with the Union for construction work of a related nature.

30.03 When overtime work is required, a minimum of one-half (1/2) hour's work will be provided.

30.04 WATCHMEN

Overtime rates for Watchmen (excluding tunnelling) shall be one and one-half times the basic rate for all hours worked outside of twelve (12) hours per day or in excess of forty-eight (48) hours per week.

Two times the basic rate shall be paid for all hours worked on the Statutory Holidays listed in Article 31 of this Agreement.

## **ARTICLE 31 STATUTORY HOLIDAYS**

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

The Statutory Holidays recognized under this Agreement are:

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

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

Year's Day falls on a Saturday or Sunday, it shall be observed on either the preceding Friday or the following Monday.

EPSCA or the Employer with the approval of 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 32 GRIEVANCE PROCEDURE**

32.01 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, there shall be no suspension or disruption of work, but such dispute shall be treated as a grievance and shall be settled, if possible, by the Employer and the Union. In the interests of expediting the procedure, the parties shall process grievances in the manner set out below. The grievance procedure and arbitration procedure in Article 33 do not apply to jurisdictional disputes.

### **32.02 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.

### **32.03 FIRST STEP**

If a dispute cannot be resolved by this method, the Accredited Union Representative may file a formal grievance with the Site EPSCA Representative or Area Construction Manager within fifteen (15) working days of the alleged grievous act. Within ten (10) working days of the filing of the grievance, the Site EPSCA Representative or Area Construction Manager shall investigate the grievance and convene a First Step meeting with the Accredited Union Representative and any other necessary parties. Within five (5) working days of the First Step meeting, the Site EPSCA Representative or Area Construction Manager shall issue his grievance disposition.

### **32.04 SECOND STEP**

Within ten (10) working days after the first step disposition has been issued, the Accredited Union Representative may refer the grievance to the Employer's Labour Relations Department (or equivalent) or the Senior EPSCA Representative. Within fifteen



(15) working days of the referral, the parties will meet to attempt resolution

#### 32.05 EMPLOYER OR UNION GRIEVANCES

The processing of EPSCA, Employer or Union grievances will begin at the Second Step. The Employer 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.

#### 32.06 TIME LIMITS

The time limits set out in the above sections shall be complied with by the parties, unless the parties mutually agree, in writing, to extend or waive the time limits imposed. Where no answer is given within the time limits specified, the employee concerned, the Union, or the Employer 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.

32.07 Alleged unjustified termination, discharge, suspension or disciplinary action may be grieved against the Grievor's Employer beginning at First Step.

32.08 The union has the right to refer any grievance to arbitration pursuant to section 133 of the Labour Relations Act

#### 32.09 Grievance Facilities

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

### **ARTICLE 33 - ARBITRATION**

33.01 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 32, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either the Employer 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.

- 33.02 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.
- 33.03 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 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 parties.
- 33.04 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 34 - NO STRIKE – NO LOCKOUT**

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

## ARTICLE 35 - BENEFITS

- 35.01 The Employer agrees to pay into operative welfare, pension, prepaid legal 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.
- 35.02 The Union agrees to supply the Employer with all information regarding the welfare, pension and supplementary unemployment benefit plans and also all administrative material that is required for the implementation of them. Should the welfare, pension or SUB plan contributions recognized under this Agreement change during the term of this Agreement then an adjustment may be made to the base rate. The total wage package will not be changed. Within three (3) weeks of receipt of an acceptable written notice from the Union, any changes to such contributions will be implemented. The effective date will be the date of implementation.
- 35.03 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.
- 35.04 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 that said program in compliance with the regulation to the *Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

## **ARTICLE 36 - VACATION PAY**

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

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

\*"Vacationable gross earnings" means pay for regular hours, overtime, premium pay, shift differential, lines and stations 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 of initial and return travel.

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

## **ARTICLE 37 - FIRST NATIONS CONTENT COMMITMENT**

37.01 When a First Nations employment commitment is established on a project, the employer will meet with the Union and the First Nations representatives to deal with labour relations issues prior to the implementation of any commitment. If necessary these issues will be dealt with through the Labour Relations Committee.

37.02 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 38 - PREMIUMS**

38.01 When an employee covered by this Agreement is required to work from a bosun chair, swing stage, he/she will receive an additional forty-five cents (\$0.45) per hour for each hour worked.

## **ARTICLE 39 - ASSOCIATION FUND**

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

## **ARTICLE 40 - ENABLING CLAUSE-COMPETITIVE TRANSMISSION RE-OPENER**

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

## **ARTICLE 41 – LABOUR RELATIONS COMMITTEE**

41.01 The parties hereby establish a Labour Relations Committee comprised of representatives of EPSCA and the owner(s) and up to an equal number of representatives chose by the Union which will, upon the request of either party, meet semi-annually to deal with Labour Relations issues impacting the relationship between the parties.

## **ARTICLE 42- CONSTRUCTION CRAFT WORKER**

42.01 EPSCA is interested in exploring this concept further, subject to the understanding that if the Construction Craft Worker is added to the collective agreement, it in no way alters the existing jurisdiction of the union or impacts the jurisdiction of other unions' in the Electrical Power Sector.

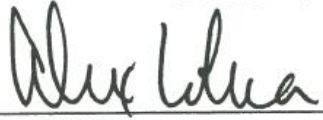
The parties agree to meet and discuss the concept of the Construction Craft Worker and its inclusion in this collective agreement within 2 months of ratifying the agreement.


## **ARTICLE 43 - TERM OF AGREEMENT**

43.01 This Agreement shall continue in full force and effect from May 1, 2015 until April 30, 2020 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.

Witness Whereof, EPSCA and the Union have caused this Agreement to be executed in their names by duly authorized representatives at

Toronto, this 16 day of, January 2016.

  
\_\_\_\_\_  
For EPSCA  
Alex Lolua

  
\_\_\_\_\_  
For OPDC  
JACK OLIVEIRA

## 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) Where an Employer does not elect to provide free room and board in camp, the employee will be entitled to receive daily travel or room and board allowance as set out in Articles 19.01 and 19.03.
- (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 the 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 (5<sup>th</sup>) consecutive weekday will be paid at two (2) times the straight time hourly rate.

## WRAP AROUND

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

- (a) If an employee lives within 161 radius kilometres from the project, the Employer shall receive 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 (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.

When this occurs, a revised shift arrangement will be established

### 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

**Letter of Understanding No. 1**

**B E T W E E N:**

**EPSCA**

- and -

**LABOURERS INTERNATIONAL UNION  
OF NORTH AMERICA  
ONTARIO PROVINCIAL DISTRICT COUNCIL**

Employment Referrals

It is agreed by the parties to this understanding, that if required by the Employer, a member being referred for employment under this agreement must submit to a security check prior to being referred. Only members who successfully obtain security clearance will be referred for employment in roles that require such clearance. Once a member has been hired on, they will receive an allowance of fifty (\$50.00) on their first week's pay cheque, in consideration of their time spent filing 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.

Harold Bartlett

Ron Martin

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For EPSCA

Dated on this 25<sup>th</sup> day of August, 2010

**STATEMENT OF UNDERSTANDING No. 2**

**B E T W E E N:**

**EPSCA**

- and -

**LABOURERS INTERNATIONAL UNION  
OF NORTH AMERICA**

**ONTARIO PROVINCIAL DISTRICT COUNCIL**

**MOOSE RIVER BASIN**

Moose river Basin shall be defined as that part of the District of Cochrane, North of the fiftieth (50<sup>th</sup>) parallel of latitude which drains into the Moose River. EPSCA will meet with the Union to discuss and update this portion of the agreement when work is scheduled for that geographic location

Renewed at Toronto this 25<sup>th</sup> day of August, 2010.

Harold Bartlett

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For the Union

Ron Martin

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For EPSCA

**INN ON THE PARK ACCORD ADDENDUM (attachment)**

The signing parties agree that the Inn On The Park Accord Addendum (“IOPAA”) dated February 6, 1996 is revised to implement the following changes:

1. The Parties recognize that all references to Ontario Hydro are replaced with Hydro One Inc.
2. The Parties recognize that Hydro One Inc. replaces Ontario Hydro for all purposes of the IOPAA.
3. The Parties recognize that all references to Labourers’ International Union of North America (“LIUNA”) are replaced with the Labourers’ International Union of North America, Ontario Provincial District Council (“LIUNA OPDC”).
4. The Parties recognize LIUNA OPDC as the BTU signatory party to this agreement that replaces LIUNA for all purposes of the IOPAA.
5. The IOPAA does not apply to joint ventures as per Article 12 and only applies to trades work where Hydro One Inc. acts as a contractor as per Article 4.01 (1)a the word “Contractor” refers to having a direct responsibility for the performance of the trades work versus the design or project management components of a job.

Signed this 2<sup>nd</sup> day of May, 2007

On behalf of

Steve Strome

\_\_\_\_\_  
Hydro One Inc.

Don MacKinnon

\_\_\_\_\_  
Power Workers Union

Harold Bartlett

\_\_\_\_\_  
Labourers’ International Union  
Of North America, Ontario  
Provincial District Council

Larry Cann

\_\_\_\_\_  
BTU Chair

**Letter of Understanding No. 3**

**B E T W E E N:**

**EPSCA**

- and -

**LABOURERS INTERNATIONAL UNION  
OF NORTH AMERICA  
ONTARIO PROVINCIAL DISTRICT COUNCIL**

**PROTECTIVE CLOTHING**

The wearing of high-visibility flame and arc resistant clothing has been made mandatory on Hydro One construction sites. In recognition of this requirement, new employees will be issued an initial credit of \$600 for the clothing allotment from an employer-approved supplier.

An additional allowance to address specific seasonal or work conditions may be considered by the employer and will not be unreasonably denied.

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

This LOU does not impact the ability of current LIUNA-represented employees to have their clothing replaced or mended.

This LOU will expire automatically upon the expiry of the collective agreement (unless renewed by the parties).

Dated this 25<sup>th</sup> day of August, 2010

Harold Bartlett

\_\_\_\_\_  
For the Union

Ron Martin

\_\_\_\_\_  
For EPSCA

**Letter of Understanding No. 4**

**B E T W E E N:**

**EPSCA**

- and -

**LABOURERS INTERNATIONAL UNION  
OF NORTH AMERICA  
ONTARIO PROVINCIAL DISTRICT COUNCIL**

The parties agreed that LIUNA Local 183 has the right to, and may, change its name and the Employer agrees that upon written notice from LIUNA OPDC that there has been a formal name change. Local 183, under its new name, will enjoy the same status, rights and obligations as it presently has under the EPSCA/LIUNA OPDC collective agreement.

Harold Bartlett

Ron Martin

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For EPSCA

Dated this 25<sup>th</sup> day of August, 2010

**Letter of Understanding No. 5**

**B E T W E E N:**

**EPSCA**

- and -

**LABOURERS INTERNATIONAL UNION  
OF NORTH AMERICA  
ONTARIO PROVINCIAL DISTRICT COUNCIL**

**TRAINING**

1) The union shall supply members with standard safety, first aid, CPR and & AED training.

2) A meeting will be held with one (1) LiUNA Representative from each Local, four (4) Employer Representatives, and two (2) Representatives from EPSCA within 60 days of ratification. The purpose of this meeting will be to review the curriculum of the courses listed in #3 below, currently offered by the union's local training centers and to identify any gaps between the training and the standards of the Employer.

3) The union shall supply members effective January 1, 2016 with the following additional standard training:

- a. WHMIS\*
- b. FORKLIFT
- c. FALL PROTECTION/WORKING AT HEIGHTS
- d. TRAFFIC CONTROL
- e. FIRE SAFETY

\* Except Local 1059. Should Local 1059 begin offering WHMIS this exception becomes null and void

4) The parties agree all training courses provided by the union must meet Hydro One's and/or the Employer's recognized equivalent.

5) Refreshers/renewals during the course of employment shall be the responsibility of the Employer

6) Exceptional circumstances shall be discussed between the parties



Dated at Toronto, this 16 day of January, 2016

  
\_\_\_\_\_  
Jack Oliveira for the Union

  
\_\_\_\_\_  
Alex Lolua for EPSCA

**Letter of Understanding No. 6**

**B E T W E E N:**

**EPSCA**

- and -

**LABOURERS INTERNATIONAL UNION  
OF NORTH AMERICA  
ONTARIO PROVINCIAL DISTRICT COUNCIL**

**Training/Other Assignments**

This LOU only applies to Hydro One's direct hire workforce.

When a LIUNA represented member is temporarily placed in a position outside the bargaining unit, Hydro One will continue to collect and remit all union contributions including all benefits. Unless another bargaining agent exercises jurisdiction, the member shall continue to be represented by the Union and under this collective agreement.

Harold Bartlett

\_\_\_\_\_  
For the Union

Ron Martin

\_\_\_\_\_  
For EPSCA

Dated this 25<sup>th</sup> day of August, 2010

**Letter of Understanding No. 7**

**B E T W E E N:**

**EPSCA**

- and -

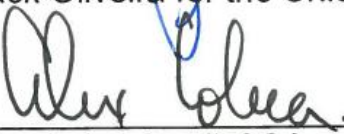
**LABOURERS INTERNATIONAL UNION  
OF NORTH AMERICA  
ONTARIO PROVINCIAL DISTRICT COUNCIL**

**Implementation of Wage Schedule and Agreement**

The parties will have 60 calendar days upon ratification to review, approve and implement the wage schedule and collective agreement

Dated at Toronto, this 16 day of January, 2016

  
\_\_\_\_\_  
Jack Oliveira for the Union

  
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Alex Lolua for EPSCA

## **COMMITTEE ON ELECTRONIC TRAVEL**

The parties agree to form a committee, to which CUSW and the PWU (Appendix A) will be invited to participate as full members, to determine the methodology in changing the kilometre measurements in the collective agreement:

- 1) to convert radius km to actual road km
- 2) to determine an electronic means of taking sure measurements
- 3) to determine the daily travel allowance, room and board, and travel and transportation and any other compensation that is appropriate under the revised system.
- 4) any amended methodology and compensation scheme must be cost neutral to the employer

CUSW and the PWU must confirm their agreement to participate in this committee during their respective 2011 collective bargaining with the employer. The committee shall be composed of equal number of employer and union representatives and will be given six months from the date of CUSW and PWU confirmation to reach consensus on (1), (2) (3) and (4) above. This timeframe may be extended by mutual consent. Should either CUSW or the PWU fail to confirm their agreement with this committee, the current language in the Collective Agreement will remain.

In the event the committee cannot reach consensus either the employer or the union may refer any outstanding issues to arbitration before Arbitrator Rob Herman or Jules Bloch or Martin Teplitsky for final determination of any issues in dispute. For greater certainty the parties agree that the arbitrator, in addition to the powers of an arbitrator under the Labour Relations Act, 1995, will have the authority to settle the terms of (1), (2) and (3) above. For clarity, any party may take the position at arbitration

that the current method for calculating Board and Travel entitlements (e.g. radius kilometres) is appropriate and should not be changed.

Dated at Toronto this 25<sup>th</sup> day of August, 2010.

Harold Bartlett

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For the Union

Ron Martin

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For EPSCA