

COLLECTIVE AGREEMENT

between

THE ELECTRICAL POWER SYSTEMS

CONSTRUCTION ASSOCIATION

and

OPERATIVE PLASTERERS' AND CEMENT MASONS

INTERNATIONAL ASSOCIATION OF THE

UNITED STATES AND CANADA

UNION LOCAL 598

May 1, 2010 – April 30, 2020

**EPSCA/OPERATIVE PLASTERERS' AND CEMENT MASONS INTERNATIONAL
ASSOCIATION OF THE UNITED STATES AND CANADA UNION LOCAL 598 COLLECTIVE
AGREEMENT**

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COLLECTIVE AGREEMENT

between

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

and the

**OPERATIVE PLASTERERS' AND CEMENT MASONS INTERNATIONAL
ASSOCIATION OF THE UNITED STATES AND CANADA LOCAL UNION 598
(hereinafter called the "Union")**

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

AND WHEREAS the Union and the Association desire to mutually establish and stabilize wages, hours and working conditions for journeymen and apprentices employed by Employers within the Electrical Power Systems Sector of the construction industry, in the Province of Ontario and further to encourage closer co-operation and understanding between the Association and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement;

NOW THEREFORE the parties hereby agree as follows:

Article 1

RECOGNITION

- 1.1 EPSCA recognizes the Union as the exclusive bargaining agency for a bargaining unit comprising employees as defined in Article 1.3 engaged in all construction industry work* performed in the Province of Ontario on Ontario Power Generation Inc., Bruce Power LP and Hydro One property for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities.

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

- 1.2 The Union recognizes EPSCA as the exclusive bargaining representative for all Employers in respect of work performed by their respective employees in the bargaining unit set forth in Article 1.1.

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

Cement Mason Classifications

Cement Mason Subforeman
Cement Mason
Apprentice

Plasterer Classifications

Plasterer Subforeman
Plasterer
Apprentice

Restoration Steeplejack Classifications

Restoration Steeplejack Subforeman
Restoration Steeplejack Journeyman
Restoration Steeplejack Apprentice
Restoration Steeplejack Improver

Waterproofers

- 1.4 Working Foreman

Foremen working within their local geographic area may work with the tools upon mutual agreement of the Employer and union when the crew size is 5 or less.

- * *For the purpose of The Electrical Power Systems Construction Association, the work encompasses:*

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

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

Article 2

FOREMEN

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

2.2 Foremen are the first level of management supervision and, as such, are management representatives. In this capacity, they will exercise duties and responsibilities, as established by their Employers, and will not work with the tools of the trade, except as provided for in the working foreman classification.

The parties recognize the responsibility of foremen to discharge their managerial duties. If the Union feels that a foreman is not discharging his managerial duties in a manner that is fair, equitable and without bias, or if an Employer feels that the Union is interfering with a foreman in the performance of his managerial duties, the Employer or the Union may refer the problem to the Project Committee for resolution. If the matter cannot be resolved by the Project Committee, the grievance procedure may be invoked by either party.

2.3 The selection and retention of foremen will be the responsibility of the Employers. When making appointments to the foreman level, the Employers will give consideration to those journeymen they presently employ. The appointment of foremen in charge of composite or mixed crews will take into account the nature of the work to be done.

2.4 Wages

The rates of pay for foremen shall be the greater of:

- (i) \$3.00 per hour above the journeyman rate; or
- (ii) the Employer's current practice; or
- (iii) the rate negotiated in appropriate local agreements

The rate for subforemen shall be the appropriate journeyman rate plus \$1.50 per hour.

2.5 Mobility

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.

2.6 Tools and Clothing

On a charge-out basis, the Employer shall supply foremen with protective clothing appropriate for the conditions under which the work is being done.

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

Article 3

ACCREDITED UNION REPRESENTATIVES

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

3.2 An Accredited Union Representative may be appointed by the International Representative to be his designate in matters requiring the involvement of the International Representative.

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

Article 4

UNION STEWARDS

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

Except at Bruce Power LP:

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

4.2 The Union shall receive written notice before the employment of a steward is terminated by his Employer, and provided the steward is able to perform the work required, he will be the last employee to be retained by his Employer in a layoff/standoff situation.

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

4.4 No foreman or subforeman shall be permitted to act as a steward.

Article 5

ADVANCE NOTICE

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

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

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

5.3 EPSCA will provide written notice to the Union as far in advance as possible of new work and prejob conferences as noted in Articles 5.1 and 5.2 above. For work of less than one week's duration and requiring five (5) or less employees, prejob meetings must be arranged with as much advance notice as possible by the office of the General Manager of EPSCA, but without formal notice, in writing, unless the prejob meeting has been waived by the parties.

Article 6

WORK ASSIGNMENT

6.1 The jurisdiction of the Unions shall be that jurisdiction established by Agreements between International Unions claiming the work or Decisions of Record recognized by the AFL-CIO for the various classifications and the character of work performed, having regard for the special requirements of thermal, nuclear or hydraulic generation and transmission and
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transformation construction. An Agreement or Decision of Record is one that is published by the Building and Construction Trades Department, AFL-CIO (Agreement and Decisions Rendered Affecting the Building Industry).

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

- 6.2
- (a) A markup process will be utilized when an Employer intends to perform work on a project site*. The purpose of this markup process is to indicate to the Union the work which is planned to be carried out by the Employer in order to minimize the potential for jurisdictional disputes.
 - (b) When work is to be performed on a project site and it meets the following criteria: same employer, same work, same project site, the markup process will not be required. This procedure shall not preclude a Union's right to contest previously disputed work.

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

- (c) When an Employer has work that is less than three (3) week duration and there are ten (10) or fewer employees covered by EPSCA Collective Agreements employed on this specific work, the Union will be notified of the scope of work and the Employer's proposed work assignments. The Union will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union and Union affiliates of the final work assignments prior to the commencement of the work.
- (d) All work that does not meet the criteria set out in clauses 6.2(b) or 6.2(c) will be reviewed and assigned at a markup meeting.
- (e) EPSCA will provide written notice to the Union as far in advance as possible of markup meetings. The Unions may attend these markup meetings, and every effort will be made to settle questions of jurisdiction before the work is expected to commence.

* *For the purposes of this Article, Nanticoke, Lambton, Bruce Power, Pickering, Darlington, Lines and Stations and the 5 Electricity Production Zones are each considered individual project sites*

- (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 Unions in attendance at the markup meeting. The Employer will specify a reasonable time limit for the Unions involved to submit evidence of their claims. The Employer will evaluate all evidence submitted and make a final assignment of the work involved. This final assignment will be in accordance with the procedural rules established by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. The Employer will advise the Unions of the final assignments prior to the work commencing.
- (g) The EPSCA representative will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to the Unions.
- (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

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

Any Union shall have the right to elect to pursue or respond to any jurisdictional disputes at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. In the event the Union elects to pursue or respond to the jurisdictional disputes at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, clauses 7.1(b), 7.2, 7.3, and 7.4 will apply.

In the event another Union (or other Unions) not signatory to this collective agreement has (have) the option to pursue jurisdictional disputes at the Ontario Labour Relations Board, the Union shall have the right to pursue or respond to any jurisdictional disputes at the Ontario Labour Relations Board when these Unions are involved in the jurisdictional dispute.

In the event the Union elects to pursue or respond to the jurisdictional dispute at the Ontario Labour Relations Board, clauses 7.1(b), 7.2, 7.3, and 7.4 will NOT apply.

(b) In the event that a jurisdictional dispute arises over a work assignment, the Employer will make an assignment for the work in dispute in accordance with the Procedural Rules and Regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. Any Union which protests that a contractor has failed to assign work in accordance with the procedures specified above, shall remain at work and process the complaint through its international office. The parties will settle such jurisdictional dispute in accordance with procedure as outlined by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry of the Building Trades Department, AFL-CIO or any successor agency of the Impartial Jurisdictional Disputes Board authorized by the Building Trades Department.

- 7.2 In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the Administrator of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for resolution. In the event that the International Office of the Union elects not to file with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, EPSCA agrees to file the dispute at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry at the request of the International Representative of the Union. Those Unions and Employers involved shall advise the Union and EPSCA respectively, in writing, of an intent to submit a jurisdictional dispute to the Impartial Jurisdictional Disputes Board and will identify the work in question. An arbitration decision under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement with no further recourse to the Ontario Labour Relations Board on the issue decided by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.
- 7.3 EPSCA shall have direct recourse to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry when the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry has under its consideration a dispute involving the assignment of work being done by employees who are covered by this Agreement.
- 7.4 In the event that an arbitration decision under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry is not rendered within sixty (60) days of the disputed assignment being referred to the Plan, EPSCA and/or the Union Affiliates shall have recourse to the Ontario Labour Relations Board for a decision provided it is processed as a jurisdictional dispute.
- 7.5 When a jurisdictional dispute exists in the electrical power systems sector, upon request by the International Representative of either of the Unions involved, Employers shall furnish the International Representative with a letter from a duly authorized official of the Employer on the Employer's stationery, stating that the Union requesting the letter was employed on specific types of work on a given project. The Union requesting the information will supply the Employer with the name of the other Union involved in the dispute and the Employer will provide that Union's International Representative with a copy of the letter being given to the requesting Union.

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

- 7.6 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 7.4 above, the arbitration board panel appointed by the Ontario Labour Relations Board pursuant to the Act is not authorized to award damages in respect of a mis-assignment of work only in circumstances where the other union(s) involved in the proceedings is (are) equally restricted in their ability to claim for damages. However this clause 7.6 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 or the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.
- 7.7 The board panel appointed by the Ontario Labour Relations Board will govern its decision pursuant to its normal criteria.
- 7.8 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 7.4 above, the decision of the panel of the Ontario Labour Relations Board will be final and binding upon the parties to this agreement with no further recourse to the Plan on the issue decided by the Ontario Labour Relations Board.

Article 8

UNION SECURITY

8.1 UNION MEMBERSHIP

(a) Employees

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

(b) Foremen

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

8.2 CHECKOFF

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

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

The Union, through its International Office, will notify EPSCA, in writing, of the appropriate initiation fees and Union dues and of any changes to such fees and dues. The Employer will check off initiation fees on receipt from the Union of authorization signed by the employee.

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

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

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

Article 9

BENEFITS

- 9.1 The Employer agrees to pay into operative welfare, pension and supplementary unemployment benefit plans, whether in addition to the wage rates or deducted from the wage rates, for employees covered by this Appendix. The amounts shall be as set out in the wage schedules, attached hereto.
- 9.2 The Union agrees to supply the Employer with all information regarding the welfare, pension and supplementary unemployment benefit plans and also all administrative material that is required for the implementation of them. 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 the date of issuance.
- 9.3 Any changes in welfare, pension plan or S.U.B. contributions recognized under this Agreement will be confirmed in writing by the Union to EPSCA before such changes are put into effect. Should the welfare or pension plan contributions 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.
- 9.4 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 fault. 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.

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- 9.5 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 contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the program administrator of the Employee Wage Protection Plan may deem that there has been an assignment of compensation under the said program in compliance with the regulation to *the Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

Article 10

EMPLOYMENT

- 10.1 (a) For purposes of this Article, a geographic area will be established for each Major Project. The size of these geographic areas will be dependent upon the location of the work and the trade concerned.
- (b) The boundaries of the geographic areas will be jointly established at prejob conferences.
- 10.2 An office will be established by EPSCA, or 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.
- 10.3 EPSCA or the Employer with the approval of EPSCA, and the Union will exchange the names of their representatives in each of the areas described in 10.1(a), who will be responsible for co-operating in the referral and employment of reliable and competent union members.
- 10.4 EPSCA, or the Employer with the approval of EPSCA, will notify the appropriate Unions of future manpower requirements for all employees coming within the scope of this Agreement.
- 10.5 Employers reserve the right to transfer key tradesmen from one location to another to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation projects and transmission and transformation construction.
- The number of key tradesmen and tradesmen employed and transferred shall be determined at a pre-job conference.
- 10.6 The employment of additional tradesmen and apprentices, excluding key tradesmen and tradesmen employed through the Employment Request Article, shall be carried out on the following basis and sequence:
- (a) The EPSCA office, or the Employer with the approval of EPSCA, will request the appropriate local union office for tradesmen and apprentices required. The request will include a description of the work, the number of qualified tradesmen and apprentices required, and the name of the Employer for whom the tradesmen and apprentices will be working.
- (b) The Employer may elect to:

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- (a) Hire employees currently on recall; or
- (b) Transfer existing employees from projects under this collective agreement; or
- (c) Transfer existing employees from sector to sector within the Local Union area; or
- (d) Name hire members from the Local Union; or
- (e) Hire a combination of employees from (a) to (d) above. The total of employees hired from (a) to (d) above not to exceed 50% of all employees hired.

If the Local Union hiring in the ICI sector exceeds 50% Employer selection, any Employer under this collective agreement will be entitled to the same percentage(s) in their hiring.

- (c) If, after a request has been made, the Union is unable to supply sufficient tradesmen and apprentices to meet the manpower requirements of the Employers, the Employers may employ tradesmen and apprentices who are resident within the geographic area. Such tradesmen and apprentices shall comply with the requirements of Article 8 of this Agreement. EPSCA shall promptly notify the Accredited Union Representative, in writing, of the names, addresses, date of hire, social insurance numbers, telephone numbers, job location and classification of the persons hired.
- (d) Once the supply of suitable tradesmen and apprentices within the geographic area has been exhausted and additional tradesmen and apprentices are required, EPSCA will contact the International Representative for the trade concerned, or his designee, in order to determine whether suitable union tradesmen and apprentices are available outside of the geographic area. EPSCA will co-operate in providing employment to such union tradesmen and apprentices on the basis that they be supplied from the nearest location where they are available.

- 10.7 Notwithstanding the provisions of Articles 10.5 and 10.6, re-employment as required by the Workers Compensation Board shall not be a violation of this collective agreement nor be subject to the provisions of Articles 27 and 28.
- 10.8 Key tradesmen shall have the option to accept or reject a transfer.
- 10.9 In the case of a recall to work, Employers reserve the right to recall Green qualified Atomic Radiation Workers in sequence from the out of work list to the location from where they were laid off. Recalled Greenmen will perform sufficient Greenman work to maintain their skill level.
- 10.10 An employee who voluntarily terminates their employment with an Employer on an EPSCA site shall not be entitled to be referred to another Employer on the same site for a period of thirty (30) days unless both Employers agree.

Article 11

LAYOFF PROCEDURE

- 11.1 New employees will be subject to a 60-day probationary period during which time their work performance and capability will be assessed. The Employer may terminate the employment of any probationary employee whose work performance and capability is deemed unsatisfactory. The provisions of 13.2 below will not apply during this 60-day probationary period.

Article 12

WAGES

- 12.1 Effective May 1, 2010 and until April 30, 2020 the rates of pay for employees in the classifications listed in Article 1 of this Appendix shall be as set forth in the wage schedules, attached hereto.

EPSCA shall provide the Union with the current wage schedules.

- 12.2 The rate for subforemen covered by this Appendix shall be the appropriate journeyman rate plus \$1.20 per hour.
- 12.3 The wage increases effective May 1, 2010 through April 30, 2010 shall be as per the ICI wage increases for the same area effective May 9, 2010 in Year 1 and May 1 of each subsequent year for Years 2-10.

Article 13

SHIFT DIFFERENTIAL RATE

- 13.1 Employees required to work shift work, other than the regular day shift, shall receive a shift differential of one-seventh (1/7) for normal scheduled shift hours worked.

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

- 13.2 Shift differential will not be paid on overtime hours.

Article 14

OVERTIME RATES

- 14.1 Overtime rates are paid for work performed outside of normal hours as defined in the "Hours of Work" article of this Agreement and for work performed on Saturday, Sunday and Statutory Holidays listed in Article 21.
- 14.2 On Monday to Friday inclusive, overtime work shall be paid at one and one-half (1-1/2) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours

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up to a maximum of 12 hours per day. All hours in excess of 12 hours per day shall be paid at two (2) times the base hourly rate.

- 14.3 Overtime work performed on Saturday, Sunday and the Statutory Holidays listed in Article 16 of this Appendix shall be paid at two (2) times the basic hourly rate.
- 14.4 When overtime work is required, a minimum of one-half (1/2) hour's work will be provided.
- 14.5 Where practical and when an additional person is required for a crew, the Chief Steward shall be given the first opportunity to work overtime providing he is qualified to perform the work. When the Chief Steward declines the opportunity to work overtime, he will appoint an acting union steward from the workers assigned to work the overtime.

Article 15

PAY PROCEDURE

15.1 NORMAL

- (a) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week. Except as provided for in 15.1(c) employees who are at work on Thursday and are not paid will be paid on Friday. Such employees will be released one (1) hour, with pay, prior to normal quitting time on Friday to enable them to cash their cheque.
- (b) Wages shall be paid by the Employers on the job site, before quitting time, in cash or by cheque, payable at par in the locality of the job site. Accompanying each payment of wages shall be a statement, in writing, which can be retained by the employee, setting forth:
 - (i) the period of time or the work for which the wages are being paid;
 - (ii) the rate of wages to which the employee is entitled;
 - (iii) the amount of wages to which the employee is entitled;
 - (iv) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
 - (v) any allowance or other payment to which the employee is entitled;
 - (vi) the amount of vacation pay for which the employee is being credited;
 - (vii) the amount of statutory holiday pay for which the employee is being credited; and
 - (viii) the net amount of money being paid to the employee.
- (c) In cases of inclement weather being declared on payday, employees will receive their pay before leaving the site provided it is available on the site.

15.2 ON TERMINATION

- (a) An employee who voluntarily terminates his employment will be provided his final pay on the next regular payday.

- (b) An employee who is laid off from a Generation Project will have his final pay and termination documents mailed to his last known address on file with the Employer by Priority Post within five (5) working days of termination, or will have his Record of Employment (ROE) Form submitted electronically by his Employer to Service Canada within the timelines specified by the relevant legislation. 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, or will have his Record of Employment (ROE) Form submitted electronically by his Employer to Service Canada within the timelines specified by the relevant legislation. This does not preclude an employee being issued his final pay and termination documents on the job prior to the five or eight-day period. After 48 hours of notifying the Employer, the Employee will be entitled to four (4) hours at straight time for each normal workday for which there is non-compliance thereafter.
- (c) An employee who is discharged shall be provided with his final pay immediately if the Employer's pay facilities are on site or as per 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.

- 15.3 The Parties agree to direct deposit. An Employer will provide assistance to employees who require assistance obtaining a bank account.
- 15.4 The Employer will provide a Record of Employment (ROE) Form in the employee's final pay or will send the ROE information electronically to Service Canada within the timelines specified by the relevant legislation.

Article 16

INCLEMENT WEATHER PAY

- 16.1 When an employee reports for work at the beginning of a shift and inclement weather is declared, an employee shall be entitled to the following payment unless notified not to report by his Employer:
 - (a) If not put to work, a minimum of two (2) hours' pay at the appropriate rate, providing he remains at his place of work for two (2) hours unless given his Employer's permission to leave;

OR

(b) If put to work, a minimum of four (4) hours' pay at the appropriate rate.

16.2 If inclement weather is declared during the shift, an employee shall receive a minimum of two (2) hours' pay at the appropriate rate,

OR

pay for the actual time worked for that shift, whichever is the greater.

Article 17

PREMIUMS

17.1 When an employee is required to work from a bosun chair or swing stage, more than ten (10) feet above a fixed, safe surface, the employee will receive an additional one dollar (\$1.25) per hour for each hour worked.

Article 18

CALL-IN PAY

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

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

Article 19

REPORTING PAY

19.1 An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of a half shifts 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 work for any part of the first half of a shift and an additional half shifts 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 Article that an employee receive a reporting pay allowance greater than his pay for normal daily hours.

An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.

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 20

VACATION PAY

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

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

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

Article 21

STATUTORY HOLIDAYS

21.1 The 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 |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Family Day | |

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

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

Article 22

GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

DAILY TRAVEL ALLOWANCE

- 22.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Section 22.4, on the following basis:
- (a) If an employee lives within forty (40) radius kilometers* of the project, no travel allowance will be paid.
 - (b) If an employee lives within 41 to 56 radius kilometers of the project, he shall receive the following amount per day travel allowance for each day worked or reported for:
 - \$24.30 effective May 1, 2010
 - \$24.75 effective May 1, 2011
 - \$25.25 effective May 1, 2012
 - \$25.75 effective May 1, 2013
 - \$26.25 effective May 1, 2014
 - \$26.80 effective May 1, 2015
 - \$27.30 effective May 1, 2016
 - \$27.85 effective May 1, 2017
 - \$28.40 effective May 1, 2018
 - \$28.95 effective May 1, 2019
 - (c) If an employee lives within 57 to 80 radius kilometers of the project, he shall receive the following amount per day travel allowance for each day worked or reported for:
 - \$28.20 effective May 1, 2010
 - \$28.75 effective May 1, 2011
 - \$29.35 effective May 1, 2012
 - \$29.90 effective May 1, 2013
 - \$30.50 effective May 1, 2014
 - \$31.10 effective May 1, 2015
 - \$31.75 effective May 1, 2016
 - \$32.35 effective May 1, 2017
 - \$33.00 effective May 1, 2018
 - \$33.65 effective May 1, 2019
 - (d) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive the following amount per day travel allowance for each day worked or reported for:
 - \$32.35 effective May 1, 2010
 - \$33.00 effective May 1, 2011
 - \$33.60 effective May 1, 2012
 - \$34.40 effective May 1, 2013
 - \$35.00 effective May 1, 2014
 - \$35.65 effective May 1, 2015
 - \$36.40 effective May 1, 2016
 - \$37.10 effective May 1, 2017

- \$37.85 effective May 1, 2018
 - \$38.60 effective May 1, 2019
- (e) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Article 22.4 below, he will receive the following amount per day travel allowance for each day worked or reported for:
- \$37.40 effective May 1, 2010
 - \$38.10 effective May 1, 2011
 - \$38.90 effective May 1, 2012
 - \$39.65 effective May 1, 2013
 - \$40.45 effective May 1, 2014
 - \$41.25 effective May 1, 2015
 - \$42.05 effective May 1, 2016
 - \$42.90 effective May 1, 2017
 - \$43.75 effective May 1, 2018
 - \$44.60 effective May 1, 2019

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

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

22.2 All applications for daily travel allowance and room and board must be complete and filed with the Employer during the course of employment or within fourteen (14) days of the cessation of employment. The Employer will not be responsible for any application filed after an employee has been laid off, has quit, or has been terminated or after fourteen (14) days of the cessation of employment as specified above.

22.3 All distances for the purposes of this Article will be determined by electronic means such as Google Earth.

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

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

ROOM AND BOARD

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

- (a) An Employer may supply either:
- (i) Room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or

(ii) a subsistence allowance;

subject to Sections 22.4(b), (c) and (d) below.

(b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of the following amount per day for each day worked or reported for when employed at a location south of the French River:

- \$74.05 effective May 1, 2010
- \$75.55 effective May 1, 2011
- \$77.05 effective May 1, 2012
- \$78.60 effective May 1, 2013
- \$80.15 effective May 1, 2014
- \$81.75 effective May 1, 2015
- \$83.40 effective May 1, 2016
- \$85.05 effective May 1, 2017
- \$86.75 effective May 1, 2018
- \$88.45 effective May 1, 2019

Or the following amount per day for each day worked or reported for when employed at a location north of the French River subject to Articles 22.2(c) and 22.2(d) below:

- \$90.80 effective May 1, 2010
- \$92.60 effective May 1, 2011
- \$94.45 effective May 1, 2012
- \$96.30 effective May 1, 2013
- \$98.25 effective May 1, 2014
- \$100.20 effective May 1, 2015
- \$102.20 effective May 1, 2016
- \$104.25 effective May 1, 2017
- \$106.30 effective May 1, 2018
- \$108.45 effective May 1, 2019

(c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near a project. Employees who travel daily to locations beyond 97 radius kilometers from the project will be entitled to the following amount per day for each day worked or reported for:

- \$38.35 effective May 1, 2010
- \$39.10 effective May 1, 2011
- \$39.90 effective May 1, 2012
- \$40.70 effective May 1, 2013
- \$41.50 effective May 1, 2014
- \$42.30 effective May 1, 2015
- \$43.15 effective May 1, 2016
- \$44.00 effective May 1, 2017
- \$44.90 effective May 1, 2018
- \$45.80 effective May 1, 2019

- (d) An employee employed at the Pickering or Darlington Project who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance of the following per day for each day worked or reported for:
- \$60.30 effective May 1, 2010
 - \$61.50 effective May 1, 2011
 - \$62.70 effective May 1, 2012
 - \$63.95 effective May 1, 2013
 - \$65.20 effective May 1, 2014
 - \$66.50 effective May 1, 2015
 - \$67.85 effective May 1, 2016
 - \$69.20 effective May 1, 2017
 - \$70.60 effective May 1, 2018
 - \$72.00 effective May 1, 2019

22.5 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 22.1 and 22.4 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.

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

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

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

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

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

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

Article 23

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

23.1 The daily travel allowance will be paid by the Employers to their employees who are not living in camp or receiving a subsistence allowance as referred to in Article 23.3 on the following basis:

- (a) If an employee lives within forty (40) radius kilometers of the work location or declared assembly point, no travel allowance will be paid.
- (b) If an employee lives within 41 to 56 radius kilometers of the work location or declared assembly point, he shall receive the following amount per day for each day worked or reported for:
 - \$23.55 effective May 1, 2010
 - \$24.05 effective May 1, 2011
 - \$24.50 effective May 1, 2012
 - \$25.00 effective May 1, 2013
 - \$25.50 effective May 1, 2014
 - \$26.00 effective May 1, 2015
 - \$26.55 effective May 1, 2016
 - \$27.05 effective May 1, 2017
 - \$27.60 effective May 1, 2018
 - \$28.15 effective May 1, 2019
- (c) If an employee lives within 57 to 80 radius kilometers of the work location or declared assembly point, he shall receive the following amount per day for each day worked or reported for:
 - \$27.15 effective May 1, 2010
 - \$27.70 effective May 1, 2011
 - \$28.20 effective May 1, 2012
 - \$28.80 effective May 1, 2013
 - \$29.35 effective May 1, 2014
 - \$29.95 effective May 1, 2015
 - \$30.50 effective May 1, 2016
 - \$31.15 effective May 1, 2017
 - \$31.75 effective May 1, 2018
 - \$32.40 effective May 1, 2019

- (d) If an employee lives within 81 to 97 radius kilometers of the work location or declared assembly point, he shall receive the following amount per day for each day worked or reported for:
- \$30.70 effective May 1, 2010
 - \$31.30 effective May 1, 2011
 - \$31.95 effective May 1, 2012
 - \$32.55 effective May 1, 2013
 - \$33.20 effective May 1, 2014
 - \$33.90 effective May 1, 2015
 - \$34.55 effective May 1, 2016
 - \$35.25 effective May 1, 2017
 - \$35.95 effective May 1, 2018
 - \$36.65 effective May 1, 2019
- (e) If an employee lives greater than 97 radius kilometers from the work location or declared assembly point, and does not qualify for subsistence allowance under Article 23.3 below, he shall receive the following amount per day provided he continues to travel greater than 97 radius kilometers daily for each day worked or reported for:
- \$34.00 effective May 1, 2010
 - \$34.70 effective May 1, 2011
 - \$35.40 effective May 1, 2012
 - \$36.10 effective May 1, 2013
 - \$36.80 effective May 1, 2014
 - \$37.55 effective May 1, 2015
 - \$38.30 effective May 1, 2016
 - \$39.05 effective May 1, 2017
 - \$39.80 effective May 1, 2018
 - \$40.60 effective May 1, 2019

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

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

ROOM AND BOARD

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

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

(ii) a subsistence allowance;

subject to Articles 23.3(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 in the following amount per day for each day worked or reported for subject to Article 23.3(c) below:

- \$82.60 effective May 1, 2010
- \$84.30 effective May 1, 2011
- \$85.95 effective May 1, 2012
- \$87.65 effective May 1, 2013
- \$89.40 effective May 1, 2014
- \$91.20 effective May 1, 2015
- \$93.00 effective May 1, 2016
- \$94.90 effective May 1, 2017
- \$96.75 effective May 1, 2018
- \$98.70 effective May 1, 2019

(c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the work location. Employees who travel daily to locations beyond 97 radius kilometers from the project will be entitled to the following amount per day for each day worked or reported for:

- \$40.15 effective May 1, 2010
- \$40.95 effective May 1, 2011
- \$41.75 effective May 1, 2012
- \$42.60 effective May 1, 2013
- \$43.40 effective May 1, 2014
- \$44.30 effective May 1, 2015
- \$45.15 effective May 1, 2016
- \$46.05 effective May 1, 2017
- \$47.00 effective May 1, 2018
- \$47.90 effective May 1, 2019

(d) When an employee's regular residence is more than five hundred (500) radius kilometers from the project, and the job or project is worked on a four ten (4x10) hour work week, the employee shall receive room and board allowance on a five day basis for a regular work week. If the employee is required to work an additional ten (10) hour shift beyond the normal four ten (4x10) hour shift, the employee will be entitled to room and board allowance for an additional ten (10) hour shift worked to a maximum of seven (7) days room and board in a week.

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

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

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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.*
- 23.4 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Articles 23.1 and 23.3 above, when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer. Such permission shall not be unreasonably denied.
- 23.5 An employee who maintained a regular residence within the geographic area for the purposes of employment and who relocates outside the geographic area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.
- 23.6 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:
- (a) An employee who remains in camp on a normally scheduled workday on which he does not work will be charged \$25.00 per day unless he is excused from work by an authorized representative of his Employer.
 - (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
 - (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
 - (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

Article 24

LINES AND STATIONS CONSTRUCTION **DAILY TRAVEL TIME**

- 24.1 All travel time will be outside of normal working hours.
- 24.2 (a) An employee will be paid his straight-time rate for all time spent travelling from his assembly point to his work location on normal working days.

An employee will be paid premium time for all time spent travelling from his assembly point to his work location on days other than normal working days.

(b) An employee will travel up to a maximum of one hour on his own time when returning from his work location to his assembly point. An employee will be paid his straight-time rate for all time spent travelling in excess of one hour.

24.3 All time in excess of one hour spent travelling from the work location to the assembly point on non-working days shall be compensated for at the appropriate premium rates of pay.

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

Article 25

TRAVEL AND TRANSPORTATION

25.1 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario but beyond 162 radius kilometers from the project, the Employer shall pay 30¢ per radius kilometer plus an allowance for travel time equivalent to one hour's pay for each 81 radius kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

25.2 NON-ONTARIO RESIDENTS

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

25.3 To qualify for payment in 25.1, and 25.2, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of his job, whichever is lesser.

25.4 On termination of employment due to a reduction of staff, an employee entitled to payment under 25.1, and 25.2, will be entitled to return expenses calculated in the same manner as in 25.1, and 25.2, above, for the return trip from the project. An employee whose employment terminates for any reason other than reduction of staff will not be eligible for return payment.

25.5 TRANSFER

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

Article 26

STANDOFF

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

The Employer reserves the right to Standoff its employees without pay up to a maximum of twenty (20) consecutive working days. Notification of Standoff will be made by the Employer during normal working hours. A Record of Employment will be issued upon the commencement of the Standoff. No travel allowance will be paid to an employee for the Standoff period. Subsistence allowance will only be paid when proof that temporary residence is being maintained is provided.

26.2 An employee who qualifies for subsistence allowance (subject to 26.1) and who is placed on Standoff will be paid subsistence allowance up to a maximum of ten (10) consecutive working days.

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

26.4 If an employee elects layoff beyond the tenth (10th) consecutive working day, it shall be carried out in accordance with the terms of the Layoff/Seniority provisions of the appropriate Trade Appendix of this 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.

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

- For the purpose of this Article, when working on a 4 x 10 hour shift arrangement, the following will apply:
- eight (8) scheduled working days will be considered the equivalent of ten (10) consecutive working days.
- sixteen (16) scheduled working days will be considered the equivalent of twenty (20) consecutive working days.
- twenty-four (24) scheduled working days will be considered the equivalent of thirty (30) consecutive working days.

Article 27

REST PERIOD

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

Article 28

LUNCHROOM FACILITIES

- 28.1 Adequately heated accommodation separate from changerooms 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 sixty-eight (68) degrees Fahrenheit, proper access and egress, and shall not be used for material storage.

Article 29

MEALS ON OVERTIME

29.1 **Scheduled Eight (8) Hour Shifts**

When an employee has been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of the first or second shifts or for more than three and one-half (3-1/2) hours beyond the normal quitting time of the third shift, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. This meal break will be taken following the first two (2) hours of overtime worked. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided after the first two (2) hours of overtime worked, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and 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.

Scheduled Ten (10) Hour Shifts

When an employee has been notified the previous day that he will be required to work beyond his normal quitting time, prior to commencing overtime, 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 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 30

TOOLS AND CLOTHING

- 30.1 An employee shall be required to provide himself with the ordinary hand tools of his trade, based on established trade union practices at the time of signing of this Agreement. EPSCA and the Union shall establish an appropriate tool list for each trade. Each Employer will provide, insofar as is practical, separate facilities for storing the tools of each trade, but shall not be held responsible for losses, except as noted hereunder:
- (a) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider the full estimated value on the merit of each case in determining replacement or payment. This will include only personal tools that a tradesman is required to have to perform his normal duties with his Employer.
 - (b) Each Employer will compensate his employees for ordinary hand tools and clothing lost by theft from locked storage provided by him for his employees. Claims must be submitted, in writing, and must provide substantiating evidence of forcible entry to locked storage. Payment or replacement for personal clothing lost by theft on the work site shall be limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.

- (c) In the event of loss by fire at an Employer's camp or on the work site in an Employer designated storage area, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$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.
- 30.2 An employee who has obtained tools from his Employer shall be allowed sufficient time, in the opinion of Management, to return such tools to his Employer during working hours. An employee receiving tools from his Employer shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. Employees will immediately report any losses or damages to the Employer and the Employer shall assess the merits of each case prior to charging employees for such losses and damages. On layoff, an employee will be allowed reasonable time to return tools to his Employer.
- 30.3 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.
- 30.4 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$8.00 per day. A day for the purposes of this item shall be defined as any period up to twelve (12) hours.

Article 31

PROTECTIVE CLOTHING AND EQUIPMENT

- 31.1 Employees are required to wear protective clothing and use protective equipment appropriate for the work being done. Where deemed necessary by the Employer on abnormally dirty work or for the safe performance of work, coveralls and gloves will be supplied.
- 31.2 Protective clothing and equipment and rainwear that is provided by the Employer will be charged out to an employee and the employee shall be responsible for the return of such clothing and equipment to his Employer.

Article 32

APPRENTICESHIP AND TRAINING PROGRAMS

- 32.1 The Employer agrees to pay into operative apprenticeship or training funds the amounts specified for apprenticeship or training as set forth in the wage schedules, attached hereto, for employees covered by this Appendix during the time they are employed.
- 32.2 The Union agrees to supply EPSCA with all pertinent information regarding these funds.
- 32.3 Training programs established by the Employer to provide skills required in the electrical power systems section shall be funded by reducing the Employer's contribution to the training fund in the specific locality where the training is taking place by an amount of money equivalent to the cost of such programs.

- 32.4 When employing apprentices, the provisions of the Ontario Apprenticeship and Tradesman Qualification Act pertaining to Cement Masons shall apply.
- 32.5 The Union agrees that for purposes of continuity of employment, the Employer may transfer apprentices to any work location or Project.

Article 33

HOURS OF WORK

33.1 One (1) or Two (2) Shift Operations

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

The weekly hours of work for all employees may be arrived at by having employees work four (4) consecutive ten-hour shifts, either Monday-Thursday or Tuesday-Friday, or by having the employees work five (5) consecutive eight-hour shifts. Weekly hours of work will be established for a minimum period of two (2) weeks. The Employer will notify the Local Union of the weekly hours of work for each work program at the site. If an employer with the approval of the owner, intends to change the weekly hours of work, a minimum of three (3) days written notice shall be sent to the Local Union.

The start time for the day shift shall be between 6:00 am and 9:00 am. The start time for the afternoon shift shall be immediately following the day shift or within two (2) hours either way of the end of the day shift. Crews may have different start times. The Employer will notify the Local Union of its start times in advance of the work commencing.

33.2 Three (3) Shift Operation

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

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

Those employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift at the straight time plus the appropriate shift differential.

Those employees working on the night shift shall work seven (7) hours per shift plus the appropriate shift differential.

33.3 Shift Change

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

- 33.4 It may be necessary from time to time to vary the hours of work established in this Article. Any amendments to the hours of work will be established by mutual agreement between EPSCA and the Union.
- 33.5 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.
- 33.6 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 the employee's normal shift (as defined in this Article) occurs or to call-in situations.
- 33.7 Trades assigned firewatch duties may commence work after the start of the rest of the crew. In these cases, normal scheduled hours of work beyond the quit time of the rest of the crew will not be subject to overtime premiums.
- 33.8 Shift differential will not be paid on overtime hours.
- 33.9 The shift rate will be based on the day in which the shift begins.

Article 34

GRIEVANCE PROCEDURE

- 34.1 Grievances within the meaning of the grievance and arbitration procedure shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement. In the event of any dispute concerning the meaning or application of any provision of this Agreement or a dispute concerning an alleged violation of this Agreement, there shall be no suspension or disruption of work, but such dispute shall be treated as a grievance and shall be settled, if possible, by EPSCA and the appropriate Union. In the interests of expediting the procedure, the parties shall process grievances in the following manner:
- The grievance procedure and arbitration procedure in Article 34 do not apply to jurisdictional disputes.
- 34.2 **PRELIMINARY DISCUSSION**
- Disputes arising out of the interpretation or alleged violation of this Agreement should, if possible, be settled by discussion between the employee and/or his steward and the employee's supervisor. If the employee affected is a foreman, the preliminary discussion will be between the Accredited Union Representative and the foreman's supervisor.

34.3 FIRST STEP

If a dispute cannot be resolved by this method, the Accredited Union Representative for the trade concerned may file a formal grievance on the prescribed form with the EPSCA Representative/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 EPSCA Representative/Area Construction Manager shall investigate the grievance and convene a First Step meeting which he or the Accredited Union Representative considers necessary to resolve it.

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

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

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

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

34.4 SECOND STEP

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

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

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

34.5 EPSCA OR UNION GRIEVANCES

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

34.6 TIME LIMITS

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

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

34.8 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

Article 35

ARBITRATION

35.1 If any dispute about the interpretation or application of particular clauses of this Agreement or about an alleged violation of this Agreement cannot be settled through the grievance procedure outlined in Article 34, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA or the Union to a Board of Arbitration for adjudication.

The party desiring to submit the dispute to arbitration shall notify the other party, in writing, of 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.

35.2 The arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board shall not substitute its discretion for that of the parties except where the board determines that an employee has been discharged or otherwise disciplined for cause when this Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration. In such cases, the arbitration board may substitute such other penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all circumstances. The arbitration board shall not exercise any responsibility or function of the parties. The arbitration board shall not deal with any matter

not contained in the original statement of grievance filed by the party referring the matter to arbitration.

35.3 In arbitration proceedings, each party shall pay the fees and expenses of its nominee, whether appointed by the party or by the Minister of Labour for Ontario, and the fees and expenses of the Chairman shall be shared equally by the parties.

35.4 The time limits as to both documents and procedure set out in the above sections shall be observed by the parties to this Agreement provided, however, that the parties may mutually agree, in writing, in respect to an extension or waiver of any of the time limits imposed.

Article 36

NO STRIKE - NO LOCKOUT

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

Article 37

ASSOCIATION FUND

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

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

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

Article 38

RADIATION WORK

- 38.1
- (a) Local Union to be provided with a copy of Ontario Power Generation Inc. Radiation Protection Regulations and any revisions.
 - (b) Local Union to be provided with a copy of Ontario Power Generation Inc Radiation Protection Procedures and any revisions.
 - (c) Each employee will have access to his personal radiation exposure record.
 - (d) Long-term employees who reach their exposure limit will be given alternate employment until they can resume radiation work.
 - (e) Short-term employees will be given a guaranteed period of employment at their time of hire.

38.2 Construction Radiation Protection Assistant (R.P.A.) is a Construction Trades Person (Greenman) who has achieved the full radiation qualification via (i) approved Ontario Power Generation Inc. and/or Bruce Power Training Program, (ii) has successfully completed the construction R.P.A. training and checkouts, and (iii) has performed R.P.A. functions while under supervision of a fully qualified Construction Site Safety Officer and the Station Health Physics Unit.

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

R.P.A. will be paid the appropriate equivalent foreman`s rate when performing an R.P.A. function. An R.P.A. is a "qualification" and not a "trade function" irrespective of union or trades affiliation.

In cases of recall to work, Employers reserve the right to recall qualified Greenmen in sequence from the out-of-work list to the location where they were laid off. Recalled Greenmen will perform sufficient Greenmen work to maintain their skill level.

Article 39

ABORIGINAL CONTENT COMMITMENT

Where an aboriginal commitment has been established on a project, the Union will agree to the conditions required to meet the commitments.

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

Article 40

TERM OF AGREEMENT

40.1 This Agreement shall continue in full force and effect from May 1, 2010 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.

40.2 During the term of this collective agreement it is expected that major refurbishment/rehabilitation projects may occur and they will require the parties to meet and discuss how these projects can be accomplished successfully. These discussions may result in mutually agreed to amendments to this collective agreement. Either party may initiate these discussions upon sixty (60) days notice.

Article 41

RECALL

41.1 In accordance with Article 10 – Employment, the Employer shall have the right to recall former employees provided the employees have been employed by the Employer in the past twelve (12) months and are Local Union members in good standing.

Article 42

Zone 3 Work

42.1 Employees performing plastics work in a Zone 3 nuclear environment will have the following meal and rest period conditions:

- (a) One 30-minute meal period in each 8 or 10 hour shift;
- (b) One 30-minute meal period for the first 2 hours worked beyond the regular quitting time on an 8 or 10 hour shift and for each 4 hours worked thereafter. Overtime meal periods will be at straight time if the employee has been notified of the overtime the day before or if a free meal is provided. The meal period will be at premium time if a meal is not provided.
- (c) Two 15-minute rest periods in each 8 or 10 hour shift;
- (d) One 10-minute rest period if an employee works beyond the regular quitting time of an 8 or 10 hour shift;
- (e) An employee will receive a 15-minute rest break for each 2 hours of overtime worked when not entitled to a meal break as per (b) above;
- (f) Meal and rest breaks will be taken as conditions permit and may be postponed to allow employees to start or complete work assignments but will comply with the *Employment Standards Act*.

In Witness Whereof, EPSCA and the Union have caused this Agreement to be executed in their names by duly authorized representatives at Toronto this 9th day of May, 2011.

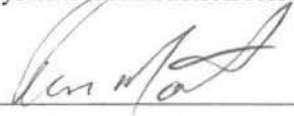
For: Electrical Power
Systems Construction Association

For: Operative Plasterers' and Cement Masons'
International Association of the United States and
Canada Local Union 598

- (e) An employee will receive a 15-minute rest break for each 2 hours of overtime worked when not entitled to a meal break as per (b) above;
- (f) Meal and rest breaks will be taken as conditions permit and may be postponed to allow employees to start or complete work assignments but will comply with the *Employment Standards Act*.

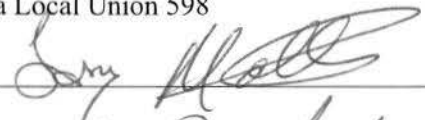
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For: Electrical Power
Systems Construction Association






For: Operative Plasterers' and Cement Masons'
International Association of the United States and
Canada Local Union 598





LOU re: Definition of the Power Sector to be included in final collective agreement. 

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 & board allowance.
- (b) When an Employer does not elect to provide free room and board in camp, the employee will be entitled to receive a daily travel or room and board allowance as set out in Articles 22.1 and 22.2.
- (c) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.
- (d) An employee who is absent from work without approval and who remains in camp and is still absent from work the following day without approval will be charged \$25.00 for the day of absence and each successive day of unapproved absence.

Hours of Work

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

Wrap Around

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

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

APPENDIX B
7-DAY COVERAGE
NUCLEAR SITES

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

These provisions would only apply to work performed on a Nuclear Facility.

This shift schedule is intended for work of at least three (3) weeks in duration; however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

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

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

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

Notice Provision

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

Shift Provisions

Day Shift

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

Afternoon Shift

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

Night Shift

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

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid at the appropriate overtime rate for that trade. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

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

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

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

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

APPENDIX C

7-DAY COVERAGE

HYDRO ONE (LINES AND STATIONS)

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

These provisions will only apply to work performed on Lines and Stations as follows:

“for emergency work until the system is restored to the pre-emergent state”

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

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

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

First Shift

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

Second Shift

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

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid the appropriate overtime rate for that trade. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

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

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

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

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

STATEMENT OF UNDERSTANDING #1

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION OF
THE UNITED STATES AND CANADA

EMPLOYMENT REFERRALS

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

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

Dated at Toronto, this 12th day of June, 2000.

Steve Zarich

Barry Roberts

Cement Masons

EPSCA

STATEMENT OF UNDERSTANDING #2

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION OF
THE UNITED STATES AND CANADA

HIRING AND MOBILITY REOPENER

The Union agrees that, in the event of legislation being introduced in the ICI sector that would put EPSCA at a disadvantage regarding hiring and mobility, they would reopen negotiations to deal with these issues. If the parties are unable to come to an agreement on hiring and mobility, EPSCA will be afforded the same hiring and mobility provisions that are provided in the ICI agreements.

Dated at Toronto, this 12th day of June, 2000

Steve Zarich

Cement Masons

Barry Roberts

EPSCA

LETTER OF UNDERSTANDING

Between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

AND

OPERATIVE PLASTERERS', CEMENT MASONS AND RESTORATION STEEPLEJACKS
INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA,
UNION LOCAL 598

RE: DEFINITION OF THE POWER SECTOR

In the event the Minister of Labour defines the Power Sector, or there is a decision of the Ontario Labour Relations Board that impacts on the definition of the Power Sector, the parties agree to meet to investigate the impacts of the definition on this agreement and consider the possibility of applying this agreement in the context of this definition.

Dated this 14th day of September, 2004.

EPSCA

Cement Masons

**OPERATIVE PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA APPENDIX**

TOOL LIST

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

CEMENT MASONS

- 1 Chalk line
 - 1 Tool box
 - 1 Set Kneeling pads
 - 1 Set socket wrenches
 - 1 Cutting pliers (bull nose)
 - 1 1/8" radius fine edger
 - 1 Sidewalk jointer
 - 1 Sidewalk edger
 - * 1 Rubbing stone (carborundum)
 - * 2 Brushes (1 fine, 1 coarse)
 - * 1 Pointing trowel
 - 1 8" screwdriver
 - 2 Cold chisels
 - 1 Round nose chisel
 - * 1 Wooden float
 - * 1 Sponge or cork float
 - * 1 Metal float
 - * 1 Set of steel trowels (10-1/2", 12", and 14")
-
- * Employer to replace when worn out on job.

TOOL LIST (continued)

PLASTERERS

- 1 Browning trowel
- 1 Finishing trowel
- 1 Gauging trowel
- * 1 Pointing trowel
- 1 Hawk
- 1 Float
- 1 Paddle
- 1 Proper finishing brush
- 1 Set mitre tools
- 1 Set small tools containing a set of joint rods, a pointing tool, and a tool brush
- 1 Hammer
- 1 Chalk line
- 1 Level
- 1 Snips
- 1 Saw
- 1 Square
- 1 Rule
- 1 Axe
- 1 Set of broad knives
- 1 Gyproc knife
- 1 Tool bag or box

RESTORATION STEEPLEJACKS

- 1 Club hammer
- 1 Brick trowel
- 1 Steel Float
- 1 2" Square Trowel
- 1 Pointing trowel
- 1 Tape measure
- 1 Wood Float
- 1 of each slick 1/4", 3/8", 1/2", 5/8", 3/4"

- * Employer to replace when worn out on job.