

COLLECTIVE AGREEMENT

between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

and the

**ONTARIO SHEET METAL WORKERS' CONFERENCE
FOR LOCALS 30, 47, 235, 269,
397, 473, 504, 537 and 562**

May 1, 2015 - April 30, 2020

**EPSCA/SHEET METAL COLLECTIVE AGREEMENT
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COLLECTIVE AGREEMENT

by and between

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

and the

**ONTARIO SHEET METAL WORKERS' CONFERENCE
FOR LOCALS 30, 47, 235, 269, 397, 473, 504, 537 and 562
(hereinafter called the "Union")**

Article 1

PREAMBLE

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

WHEREAS the Union is affiliated with the American Federation of Labour - Congress of Industrial Organizations and has in its membership competent, skilled and qualified journeymen and apprentices to perform work coming within the trade and craft jurisdiction; and

WHEREAS EPSCA and the Union desire to mutually establish and stabilize wages, hours and working conditions for journeymen and apprentices employed by Employers within the electrical power systems sector of the construction industry, and further, to encourage closer co-operation and understanding between EPSCA and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement;

NOW THEREFORE, EPSCA and the Union mutually agree that the working conditions as set out below shall be applicable throughout the Province of Ontario.

Article 2

RECOGNITION

2.1 EPSCA recognizes the Union as the exclusive bargaining agency for a bargaining unit as defined in Article 2.3 engaged in all construction industry work* performed in the Province of Ontario on Ontario Power Generation Inc., Hydro One and Bruce Power LP property for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities. The work encompasses:

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

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

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

2.3 The bargaining unit under this Agreement shall comprise the following classifications:

Acting General Foreman	Sheeter/Decker
Subforeman	Welder
Foreman	Sheeter's Assistant
Journeyman Sheet Metal Worker	Material Handler
Apprentice Sheet Metal Worker	Probationary Employee

2.4 The term "employee" shall include all employees of the Employers engaged in construction industry work at a project or work location in the classifications, as set out in Section 2.3 above.

2.5 The term "Employers" shall include individual members of EPSCA and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or any person that agrees to be bound by the terms and conditions of this Agreement.

* For the purpose of the Electrical Power Systems Construction Association, the work performed is deemed to be under the responsibility of the Generation Projects and Transmission Systems Divisions, Design and Construction Branch/Engineering and Construction Services Branch of Ontario Power Generation Inc. (OPGI) and Hydro One.

- 2.6 The term "personnel" means a certified journeyman sheet metal worker or registered apprentice; sheeter/decker, welder, sheeter's assistant, material handler and probationary employee in the sheeting and decking segment of the sheet metal industry eligible to be employed by the Employers on a project or at a work location. EPSCA recognizes that the sheet metal trade is a compulsory certified trade.
- 2.7 The term "applicant" means an employee who has qualified for membership in the Local Union, but who has not completed payment of prescribed initiation fees.
- 2.8 The term "Acting General Foreman", "foreman" or "subforeman" means an employee who is elevated by an Employer in view of his skills and ability to fulfill the duties required of him.
- 2.9 Sheeting and decking material handlers shall be restricted to the handling of material on the ground or on a roof, but excluding the handling and distribution of material from an Ontario Power Generation Inc. (OPGI) or a Hydro One central material yard.
- 2.10 The classifications referred to in Sections 2.3 do not establish craft jurisdiction. Such jurisdiction is established in accordance with Article 8 of this Collective Agreement.
- 2.11 EPSCA and the Union agree the use of nomenclature is meant to refer to both genders.

Article 3

SCOPE OF AGREEMENT

3.1 This Agreement will consist of a master portion of general application to the construction field forces represented by the Union together with the following wage schedules of particular application to employees represented by the Union at projects or in the areas noted in Section 3.2 below and shall be deemed to include any additional wage schedule added, as the said wage schedules may be revised by EPSCA and the Union from time to time.

3.2	<u>Local</u>	<u>Geographic Jurisdiction</u>	<u>Project</u>
	Hamilton Brantford Niagara	Hamilton Area: In the City of Burlington, the Township	Nanticoke

<u>Local</u>	<u>Geographic Jurisdiction</u>	<u>Project</u>
(537)	<p>of Nassagaweya, the Town of Milton, that part of the Town of Oakville being south of the Town of Milton and west of Provincial Highway Number 25 and that part of the Town of Oakville lying west of the Oakville Creek between Highway Number 25 and Lake Ontario all in the Regional Municipality of Halton; the City of Hamilton, the Regional Municipality of Hamilton-Wentworth, the Townships of Seneca, Oneida, Walpole, Rainham, North Cayuga, that part of the Township of South Cayuga lying west of Regional Road Number 36 and Number 9 and that part of the Township of Canborough lying west of Regional Road Number 17 all in the Regional Municipality of Haldimand-Norfolk and that part of the Township of West Lincoln lying between the easterly boundary of the Regional Municipality of Hamilton-Wentworth and Regional Road Number 16 as it extends from its intersection with Lincoln Regional Road Number 17 to the Town of Smithville and Lincoln County Road Number 36 as it extends from Smithville to the shores of Lake Ontario</p>	
<p>Hamilton Brantford Niagara (537)</p>	<p>Niagara Peninsula Area:</p> <p>Western Boundary: That portion of the Regional Municipality of Niagara and the Regional Municipality of Haldimand-Norfolk east of a line from Grimsby Beach formed by Regional Road Number 14 then south on Regional Road Number 16 to Regional Road Number 63 then south on Regional Road Number 17 then west on Highway 3 to Haldimand Regional Road Number 9 then westerly on Regional Road Number 17 to a point in line southeasterly with Haldimand Regional Roads Number 9 and Number 36 to Lake Erie</p>	

<u>Local</u>	<u>Geographic Jurisdiction</u>	<u>Project</u>
	<p>Eastern Boundary: Region of Niagara at the Niagara River</p> <p>Brantford Area: East Zorra, Blandford, Blenheim, East Oxford, North Norwich and South Norwich in Oxford County and the Counties of Brant and Norfolk</p>	
Kingston (269)	County of Prince Edward; the Townships of Sidney, Thurlow and Tyendinaga in the County of Hastings; the Counties of Lennox and Addington, Frontenac and Leeds; the City of Belleville and the Town of Trenton	
London (473)	The Counties of Bruce, Elgin, Huron, Middlesex, Oxford, excluding the Townships of North Norwich; South Norwich; East Oxford; Blenheim; Blandford and East Zorra; Perth, including the City of Stratford, but excluding the Townships of South Easthope; North Easthope; Ellice; Mornington; Elma and Wallace	Bruce
Ottawa (47)	The City of Ottawa; the Counties of Carleton, Dundas, Glengarry, Grenville, Lanark, Prescott, Renfrew, Russell, Stormont, and that part of the County of Nipissing south of a line from Mattawa on the Quebec border to the northwest corner of Boyd Township; southwest to the northwest corner of Paxton Township	
Peterborough (30)	All territory within the boundaries of Peterborough County, Victoria County, Northumberland County and Haliburton County in their entireties; the Townships of Cavan, Manvers and Hope; and that part of the Town of Newcastle east of the southerly continuation of the western border of the Township of Manvers, to the shore of Lake Ontario, in the County of Durham, and all the Townships in the County of Hastings with the exception of	Wesleyville

<u>Local</u>	<u>Geographic Jurisdiction</u>	<u>Project</u>
	the Townships of Sydney, Thurlow and Tyendinaga	
Sarnia (235)	The County of Lambton	
Sault Ste. Marie (504)	<p>Southern Boundary: International boundary line</p> <p>Northern Boundary: 49th parallel</p> <p>Western Boundary: The eastern limits of the Thunder Bay Region</p> <p>Eastern Boundary: A line running north and south at the easterly limits of Striker Township</p>	
Sudbury (504)	<p>The districts of Cochrane, Timiskaming, Nipissing, Sudbury, Parry Sound, Manitoulin Island, Algoma</p> <p>Western Boundary: The eastern limits of the district of Thunder Bay. A line running north and south at the easterly limits of the district of Thunder Bay south from the 49th parallel to the international boundary line</p> <p>Northern Boundary: Starting from the eastern limits of the district of Thunder Bay along the 49th parallel easterly to the Quebec border and includes district of Cochrane south of the 49th parallel</p> <p>Eastern Boundary: The Quebec border from the 49th parallel to Mattawa on the Quebec border</p>	

Local

Geographic Jurisdiction

Project

Southern Boundary:
Part of the district of Nipissing north of a line from Mattawa on the Quebec border to the northwest corner of Boyd Township; southwest to the northwest corner of Paxton Township. The district of Parry Sound with the exception of the Townships of Carling, Ferguson, McDougall, McKellar, Christie, Foley, Conger and Humphries, Manitoulin Island and Algoma district to a line running north from the international boundary to the 49th parallel

LESS that geographic area described for Sault Ste. Marie Local 504

Thunder Bay
(397)

Starting at the southeast corner of Thunder Bay District northeasterly to the 49th parallel, approximately at 45 degrees to Brunswick Lake and then following the 49th parallel to the Quebec border; and includes the district of Cochrane, north of the 49th parallel; Kenora, Rainy River and Thunder Bay Districts

Thunder Bay
Atikokan

Toronto
Barrie
(30)

Toronto Area:
Esquesing Township in Halton County and that portion of Trafalgar Township in Halton County lying east of Oakville Creek; Erin Township in Wellington County; Peel County; York County; Metropolitan Toronto; Ontario County; Cartwright and Darlington Townships in the County of Durham; Dufferin County; Simcoe County, District of Muskoka, Townships of Rama, Mara and Thorah in the County of Ontario and the Townships of Carling, Ferguson, McDougall, McKellar, Christie, Foley, Conger, Cowper and Humphrey in the District of Parry Sound, including all the Municipalities contained therein

Lakeview
R.L. Hearn
Pickering
Darlington

<u>Local</u>	<u>Geographic Jurisdiction</u>	<u>Project</u>
	<p>Barrie Area:</p> <p>Simcoe County, District of Muskoka, Townships of Rama, Mara and Thorah in the County of Ontario and the Townships of Carling, Ferguson, McDougall, McKellar, Christie, Foley, Conger, Cowper and Humphrey in the District of Parry Sound, including all the Municipalities therein</p>	
Waterloo-Wellington (562)	<p>The Cities of Kitchener-Waterloo, Guelph, Cambridge.</p> <p>The Counties of Waterloo, Wellington, Grey, Perth; excluding the City of Stratford and the Townships of Blanchard, Downie, Fullerton, Hibbert, Logan, including all the Municipalities in the Counties or portion thereof within the geographic scope of this Appendix</p>	
Windsor Chatham (235)	<p>Windsor: The County of Essex</p> <p>Chatham: The County of Kent</p>	J.C. Keith

Article 4

EXECUTIVE COMMITTEE

- 4.1 To advance harmonious relations between EPSCA, the Employers, the Union and the employees, EPSCA and the Union shall each appoint an Executive Committee. The Executive Committee shall consist of the Board of Directors and officers of EPSCA. The Executive Committee of the Union shall consist of the senior representatives of the Union and the accredited Union representatives.

The committees shall meet together at least annually to review matters associated with the administration of this Collective Agreement with the intent of achieving uniformity of application of this Agreement wherever employees are working in the Province.

Article 5

ACCREDITED UNION REPRESENTATIVES

- 5.1 The Business Manager of the Ontario Sheet Metal Workers' Conference will designate Local Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement on the basis of not more than two representatives from the Union for each Project and a suitable number for Lines and Stations Construction. The Union will notify the EPSCA office in writing, of the names of such Union representatives, or alternatives in the event of illness or unavailability, so that they may be issued identification cards to permit entry to the site. Upon entering the job site, such representatives after identifying themselves to the authorized representative of the Employer, will be free to observe the progress and conduct of the work and to conduct normal Union business. The Union undertakes that these representatives will not hinder or interfere in any way with the said work.

Article 6

UNION STEWARDS

- 6.1 Accredited Union Representatives shall inform the appropriate EPSCA representative, 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 with respect to employees of other than his Employer, shall first involve the EPSCA representative. Any steward shall obtain permission from his immediate supervisor before leaving his work area for Union business. Such permission shall not be unreasonably denied.
- 6.2 In the event of a work stoppage or threat of a work stoppage or any other employee activity prohibited by this Agreement, affected stewards, in keeping with their responsibilities, as it is incumbent upon all Union representatives, shall immediately do all in their power to ensure that the prohibited action of the employees is prevented or stopped.
- 6.3 Providing he is capable of doing the work available on a job, a steward will be the last employee laid off (excluding foremen). A steward shall not be laid off or transferred to another job without prior consultation with the Accredited Union Representative.
- 6.4 The job steward will be informed of all scheduled overtime. Where practical, a steward shall be given the first opportunity to work the overtime providing he is qualified to perform the work. In the event the steward declines the work, he or

she shall be responsible to designate a steward from the same crew assigned to the overtime, providing he or she is qualified to perform the work.

- 6.5 No foreman or subforeman shall be appointed or permitted to act as a steward.
- 6.6 Where practicable and where requested by an employee, a Union Steward and/or Union Representative will be present at a meeting where there will be discipline or discharge meted out to an employee. There may instances where this is not practicable (e.g. security breaches, fighting, safety breaches) or where a Union Steward and/or Union Representative is not available. This Article applies to generation sites only.

Article 7

ADVANCE NOTICE

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

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

Article 8

WORK ASSIGNMENT

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

An Agreement or Decision of Record is one that is published by the Building and Construction Trades Department AFL-CIO (Agreement and Decisions Rendered Affecting the Building Industry).

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

- 8.2 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.

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.

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/final assignments of mark-up 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.

When an Employer has work that is less than a 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 weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union of the final work assignments prior to the commencement of the work.

All work that does not meet the criteria set out in paragraphs 2 and 3 will be reviewed and assigned at a markup meeting.

EPSCA will provide written notice to the Union (Ontario Conference Office and Local Union Office) as far in advance as possible of markup meetings. The Union may attend these markup meetings, and every effort will be made to settle questions of jurisdiction before the work is expected to commence.

- 8.3 The Employer who has the responsibility for the installation shall make a proposed assignment of the work involved. The Employer will specify a time limit for the Unions involved to submit evidence of their claims. The Employer will evaluate all evidence submitted as per Article 8.1 and make a final assignment of the work involved. The Employer will advise the Union of the final assignment prior to the work commencing. A copy of such assignments shall be submitted to the Business Manager of the Ontario Sheet Metal Workers' Conference.

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.

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

Article 9

JURISDICTIONAL DISPUTES

- 9.1 When a jurisdictional dispute exists between Unions, and upon request by the Union, the Employer shall furnish the Business Manager of the Ontario Sheet Metal Workers' Conference with a signed letter from a duly authorized official of the company on Employer stationery, stating whether or not the Union was employed on specific types of work on a given project. The Employer shall supply the Business Manager of the Ontario Sheet Metal Workers' Conference 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 when requested.
- 9.2 In the event that a jurisdictional dispute cannot be settled on a local basis by the Unions involved, it shall be submitted to the Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. In the event the dispute is not settled by the Unions involved, EPSCA and/or the Union may then submit the dispute to the Ontario Labour Relations Board under the Labour Relations Act or the Plan for Settlement of Jurisdictional Disputes in the Construction Industry. EPSCA and the Ontario Sheet Metal Workers Conference will advise each other, in writing, of their intent to submit a jurisdictional dispute to the Ontario Labour Relations Board and will identify in detail the work in question. The decision of the Ontario Labour Relations Board with respect to the jurisdictional dispute will be final and binding on the parties to this Agreement. The Ontario Labour Relations Board will determine the jurisdictional dispute before it pursuant to its normal criteria.
- 9.3 In the event the Union pursues or responds to a jurisdictional dispute at the Ontario Labour Relations Board or the Plan for Settlement of Jurisdictional Disputes in the Construction Industry. The hearings panel appointed by the Ontario Labour Relations Board pursuant to the Act is not authorized to award damages in respect of a misassignment of work, only in circumstances where the other Union(s) involved in the proceedings is (are) equally restricted in their ability to claim for damages. However, this paragraph 9.3 shall not apply where the jurisdictional dispute and the misassignment of work involves the same Employer and the same work previously the subject matter of a jurisdictional dispute, relating to a construction project covered by this Agreement or its predecessors, before the Ontario Labour Relations Board.

9.4 In the event the building trades in the Province of Ontario are successful in establishing a Provincial Impartial Jurisdictional Disputes Board, EPSCA and the Union agree to meet and discuss implementation of procedures set forth by said Board.

9.5 Zone 3 Critical Path

Assignments made with respect to nuclear critical path or emergent work will not be subject to jurisdictional disputes provided the work is performed in two (2) hours by no more than two (2) employees and limited to the movement of uninstalled tools and/or materials. Such assignments will not set practice or precedent and cannot be relied upon as evidence for future assignments. This Article is only applicable when dealing with trades that have similar language in their Collective Agreement

Article 10

UNION SECURITY

10.1 All employees will be members or will apply for and secure membership in one of the Local Unions and will maintain such membership in good standing as a condition of employment.

10.2 Where applicable and in accordance with local practice, the Employers agree to deduct Union dues. The Employers will supply full checkoff lists of employees subject to checkoff at regular intervals, and agree to collect monthly for the Union dues payable to the Union. The Employers will transmit the monies so collected to the designated officials of Locals of the Union. The Union will indemnify the Employers for any liability arising from the deduction of dues, as requested by the Union.

10.3 Any changes in dues will be confirmed, in writing, by the Business Manager of the Local Union having geographic jurisdiction for the project or work location to the General Manager of EPSCA before such changes are put into effect. Within three (3) weeks of receipt of an acceptable written notice the change in dues will be implemented.

Article 11

EMPLOYMENT – LAYOFF

11.1 For the purposes of this Article, a geographic area will be established for each Project and for Lines and Stations Construction in accordance with the geographic jurisdiction established in Article 3, Section 3.2 of this Agreement.

- 11.2 An office will be established by the Employer, with the approval of EPSCA for each Project and for Lines and Stations Construction. A purpose of this office will be to coordinate employment, as specified in this Article.
- 11.3 The Employer, with the approval of EPSCA and the Union will exchange the names of their representatives in each of the areas described in Section 11.1 who will be responsible for cooperating in the referral and employment of reliable and competent Union personnel.
- 11.4 The Employer, with the approval of EPSCA will notify the Union of future manpower requirements for all employees coming within the scope of this Agreement.
- 11.5 Employers reserve the right to employ and transfer two (2) key tradesmen to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation projects and transmission and transformation construction.

The two (2) key tradesmen sent by an Employer to work on a contract at a project or work location in the territorial jurisdiction of another Local Union shall be permitted to work without interference from any Local Union for such period as the Employer may require them to do so. Such employees shall register with the EPSCA office and the Local Union office prior to commencing work.

- 11.6 The employment of qualified personnel, excluding two (2) key tradesmen, shall be carried out on the following basis and sequence:
- (a) The Employer, with the approval of EPSCA, will request the appropriate Local Union office for personnel required. The request will include a description of the work, personnel required, and the name of the Employer for whom personnel will be working.
 - (b) Union personnel who are resident in the designated geographic area will be referred by the Local Union for employment through the Employer office. As much as their out-of-work lists will permit, the Local Union will supply personnel on a fan-out basis from the project or work location.

The Employers will either hire such person or substantiate their reasons, in writing, for not doing so.
 - (c) In the event the Local Union is unable to supply sufficient qualified and competent personnel, the Employer may request the Business Manager of the Conference to furnish such additional personnel as it requires and the Business Manager of the Conference will attempt to obtain the required Union members to fill the request from the affiliated Local Union that is closest to the Project on a fan-out basis.

Out of Province personnel will only be recruited after all available members of Province of Ontario Local Unions are employed and only on the mutual agreement of the General Manager of EPSCA.

- (d) Notwithstanding Article 10, Section 10.1, if upon request, the Local Union or the Business Manager of the Ontario Sheet Metal Workers' Conference is unable, within two (2) full working days, to supply personnel, including personnel with special skills, the Employer may secure personnel from other available sources. The Employer agrees that such personnel shall be qualified and will be covered by the terms and conditions of this Agreement.
- (e) The Union will cooperate with the Employer and advise the name and address of members being referred for work with Lines and Stations Construction as soon as they are known and before the employee commences work.
- (f) Notwithstanding Article 11.5, Employers may transfer local employees from project to project or from work locations to work locations which are located within the geographic jurisdiction of the Local Union. Such employees shall register with the Employer office prior to commencing work.

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

- (i) members of other Local Unions
- (ii) applicants for Local Union membership
- (iii) Local Union members

Notwithstanding the above-noted sequence, Employers reserve the right to retain two (2) key tradesmen to utilize their special skills.

The Chief Steward shall be notified of the number of employees to be laid off a minimum of one (1) day in advance.

11.8 The Local Union reserves the right to replace employees who are members of other local Unions and are working on a project within the geographic

jurisdiction of the Local Union with members of the Local Union who are unemployed and are available for work, subject to the following:

- (a) Employees designated as key tradesmen shall not be replaced.
- (b) No replacement shall take place within five (5) working days of the end of the job.

- (c) The Local Union shall provide the Employer with a minimum of two (2) working days notice when an employee is to be replaced. Such replacement shall take place on the first working day of the week following the week in which appropriate notice is given.
- (d) Members of the Local Union shall only replace non-local employees of the same classification.
- (e) Notwithstanding Article 28, the local members who replace non-local employees shall not be entitled to initial travel monies and the non-local employees being replaced shall not be entitled to return travel monies.
- (f) The Employer shall decide which employee or employees shall be replaced.
- (g) **Nuclear Sites Only – Zone 3**

Replacement of members will not take place during an outage or for forty (40) days, whichever is the lesser. Members must be security cleared and possess the required skills and training in order to replace members of other Local Unions.

11.9 Re-employment of Sheet Metal members as required by the Workers' Compensation Board shall not be a violation of this collective agreement nor be subject to the provisions of Article 11.

11.10 **Nuclear Sites Only**

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.

Article 12

PAY PROCEDURE

12.1 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.
- (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 or paid;
 - (vii) the amount of recognized holiday pay for which the employee is being credited or paid; 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.
- (d) The parties agree to direct deposit for all employees. An Employer will provide assistance to employees who require assistance obtaining a bank account.

12.2 VOLUNTARY TERMINATION OR DISCHARGE FOR CAUSE

An employee who voluntarily terminates his employment or who is discharged for cause will have his final pay including his record of employment and vacation pay, if applicable, sent registered mail to his last known address on record with the Employer within five (5) working days of termination or discharge.

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 five (5) days.

12.3 LAYOFF

- (a) An employee who is laid off from a Generation Stations Project or a Lines and Stations Construction site will have his final pay and record of employment and vacation pay, if applicable, sent registered mail to his last known address on record with the Employer within five (5) working days of termination. This does not preclude an employee being issued his final pay and termination documents, on the job, prior to the five (5) day period.
- (b) 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 five (5) days.
- (c) If the Employer does not mail an employee's final pay and record of employment and vacation pay as required in Section 12.3 (a) above, the Employer shall pay waiting time in excess of the five (5) day period at the rate of two (2) hours' pay for each working day until such pay and record of employment are mailed by the Employer.
- (d) Employers will provide two (2) hours' notice of layoff or two hours' pay in lieu of notice to employees who are to be laid off.

12.4 APPRENTICES

An apprentice who completes the hourly contract requirement and becomes qualified as a journeyman sheet metal worker will be paid as a journeyman effective the date of successful completion of the Provincial qualifying examination.

Article 13

WAGES

- 13.1 The rates of pay for employees in the classifications listed in Article 2 of this Agreement shall be as set forth in the wage schedules, attached hereto.

Article 14

RECOGNIZED HOLIDAYS

- 14.1 The holidays recognized under this Agreement are:

New Year's Day

Civic Holiday

Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

- 14.2 EPSCA agrees to recognize any additional new statutory holidays if and when proclaimed by legislation.
- 14.3 Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday or Sunday, it shall be observed either on the preceding Friday or following Monday.
- 14.4 EPSCA reserves the right to change the day of observance of a recognized holiday when such holiday falls on a Tuesday, Wednesday (Canada Day only) or Thursday.

Article 15

VACATION AND RECOGNIZED HOLIDAY PAY

- 15.1 The vacation and recognized holiday pay rate shall be ten percent (10%) [four percent (4%) vacation and six percent (6%) in lieu of recognized holidays] of total earnings.
- 15.2 The Employer, except as noted in Section 15.3 below, agrees to pay into operative vacation and recognized holiday pay plans established or recognized in the locality by Employers under agreement with the Union for construction work of a related nature.
- 15.3 For employees of Ontario Power Generation Inc (OPGI) and Hydro One, payment of vacation and recognized holiday pay shall be made on the regular weekly pay cheque.

Article 16

BENEFITS

- 16.1 The Employer agrees to pay into operative welfare, pension and SUB plans established or recognized in the locality by Employers under agreement with

the Union for construction work of a related nature, the hourly or monthly amounts specified as welfare, pension and SUB in such agreement, whether in addition to the wage rates or deducted from the wage rates, for employees covered by this Agreement during the time they are employed in the specific locality covered by such agreement. The amount(s) of welfare, pension and SUB contributions to be paid will be set out in the wage schedules, attached hereto. The Employer agrees to remit welfare, pension and SUB contributions by the 15th day of the month following that month in which such contributions were accumulated.

- 16.2 Should the welfare, pension, SUB or any other contribution or deduction recognized under this Agreement change during the term of this Agreement then an adjustment will be made to the base rate. The total wage package will not be changed.

Wage schedules, dues and remittance changes are to be provided in writing to EPSCA and changes shall be subject to agreement and shall take place during March (EPSCA to prepare) or during November (Union to prepare). The effective date of such changed schedules, dues and remittances shall be the date of issuance. If changes are received during the windows referenced above (March/November), the effective date will be as early as May 1/December 1.

- 16.3 The Union agrees to supply the Employer with all information necessary to implement and administer the welfare, pension and SUB plans.
- 16.4 The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the Union of the failure by any Employer to pay any employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the program administrator of the Employee Wage Protection Plan may deem that there has been an assignment of compensation under the said program in compliance with the regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.
- 16.5 The Employers agree to deduct from each employee and remit the amounts set forth in the wage schedules, attached hereto, and the area rate schedules for the Ontario Sheet Metal Workers' Conference Union Dues Promotion Trust Fund.

All monies deducted and received in accordance with this Article are the property of the Ontario Sheet Metal Workers' Conference, and shall be used by the Conference in its absolute discretion as directed by representatives of Locals 30, 47, 235, 269, 397, 473, 504, 537 and 562.

Article 17

REPORTING PAY

- 17.1 An employee who reports for work at his regular starting time and for whom no work is available for reasons other than inclement weather shall be paid for three (3) hours' work at the applicable rate, unless the employee has been notified before leaving his home or camp not to report.
- 17.2 An employee who reports for and commences work at the direction of his Employer shall receive four (4) hours' pay at the applicable rate. This allowance will be paid to an employee if he is requested to report for work for any part of the first half of the shift and an additional four (4) hours will also be paid if he is requested to report for work for any part of the second half of the same shift. An employee will not receive this allowance if he is unable to complete his shift as a result of inclement weather. It is not intended by this Article that an employee receive a reporting pay allowance greater than his pay for normal daily hours.
- 17.3 When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked.
- 17.4 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.

Article 18

INCLEMENT WEATHER PAY

- 18.1 Except as noted in Section 18.3 below, an employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive three (3) hours' pay at the applicable rate. To qualify, the employee must remain at a protected place designated by the Employer for three (3) hours unless excused by an authorized representative of his Employer.
- 18.2 Except as noted in Section 18.3 below, an employee who reports for and commences work but is unable to continue work due to inclement weather shall receive three (3) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is the greater.
- 18.3 An employee engaged in sheeting and decking work shall receive two (2) hours' pay for the circumstances outlined in Section 18.1 and 18.2 above.

- 18.4 An employee in receipt of inclement weather pay shall also receive travel or board allowance, if applicable.

Article 19

EMPLOYER'S RESPONSIBILITY

- 19.1 Where the word "shop" is used in this Article, it shall be defined as a sheet metal shop under Agreement with the Sheet Metal Workers' International Association or one of its Local Unions or the Ontario Sheet Metal Workers' Conference. It being understood that such shops shall be shops using the yellow label of the International Association.
- 19.2 All sheet metal work at the option of the Employer shall be fabricated on the job site or in a shop.
- 19.3 Notwithstanding Section 19.2 above, EPSCA and the Union acknowledge that packaged equipment, catalogue items and engineered assemblies may be supplied for installation. Such packaged equipment, catalogue items and engineered assemblies shall be installed by members of the Union in accordance with their jurisdiction as provided for in Article 8, Work Assignment and Article 9, Jurisdictional Disputes of this Agreement.
- 19.4 Both EPSCA and the Union acknowledge that situations may arise where the terms packaged equipment, catalogue items or engineered assemblies may require interpretation. In such circumstances, this matter will be immediately referred to a permanent review panel consisting of three (3) members appointed by the Union and three (3) members appointed by EPSCA.
- 19.5 Nothing in this Collective Agreement shall be taken to interfere with the existing divisions of work in the plants of the Employer or affiliated companies, or as established between the Sheet Metal Workers' International Association and other certified or recognized unions operating in the plants where special building products are produced.

Article 20

FOREMEN AND SUBFOREMEN

- 20.1 It is understood that foremen and subforemen hold key positions in the relationship between the Employers and the Union. Both parties agree that every effort should be made to recruit and retain foremen and subforemen who have a high degree of efficiency in the performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employers and the Union will make

every effort to minimize problems that may arise which concern the relationship between the foremen and subforemen, the Employers and the Union.

- 20.2 The parties recognize the responsibilities of foremen and subforemen to discharge their managerial duties. If the Union feels that the foreman or subforeman is not discharging his managerial duties in a manner that is fair and equitable, or if an Employer feels that the Union is interfering with the foreman or subforeman in the performance of his managerial duties, the Employer or the Union may refer the problem to the Executive Committee for resolution. If the matter cannot be resolved by the Executive Committee, the grievance procedure may be invoked by either party.
- 20.3 The selection and retention of foremen and subforemen will be the responsibility of the Employers. When making appointments to the foreman and subforeman level, the Employers will give consideration to those employees they presently employ on a project or at a work location.
- 20.4 In the interest of efficiency and productivity, the Employer shall have the right to move foremen and subforemen from project to project or from work location to work location, providing the moving of these foremen and subforemen is consistent with the key tradesmen provisions of Article 11, if they are not from the Local Union geographic area.
- 20.5 The foremen's differential shall three dollars (\$3.00; \$3.25 effective June 1, 2004; \$3.50 effective May 1, 2006) above the journeyman rate of the locally negotiated rate, whichever is greater.
- The subforemen's differential shall be one dollar and fifty cents (\$1.50; \$1.75 effective June 1, 2004) above the journeyman rate.
- 20.6 An Employer who employs Sheet Metal Workers shall assign a Sheet Metal Foreman for a Sheet Metal crew. This clause does not apply to composite crews.

Article 21

CALL-IN PAY

- 21.1 When an employee is called in outside of his normal hours of work, he shall receive a minimum of four (4) hours' work at the appropriate premium rate.

If the employee's normal hours of work commence within this four (4) hour period, the employee will be paid premium time 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 22

HOURS OF WORK

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

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 daily hours of work for all employees may be arrived at by having the employees work four (4) consecutive ten-hour shifts or by having the employees work five (5) consecutive eight-hour shifts. These shifts may run concurrently. Daily hours of work will be established for a minimum period of 30 days. If an Employer intends to change the daily hours of work, in the previous week, but no less than five (5) days written notice shall be sent to the Local Union.

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

Employer will notify the Local Union of its start times in advance of the work commencing.

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

Shift differential will not be paid on overtime hours (*Note: This provision is effective May 1, 2006*).

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The start time for the day shift shall be between 6:00am and 9:00am. The start time for the afternoon shift shall be immediately following the day shift or within two (2) hours either way of the end of the day shift. Crews may have different starting times.

22.2 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. A shift differential of one-seventh (1/7) shall be paid for all normal scheduled shift hours worked.

Those employees working on the night shift shall work seven (7) hours per shift. A shift differential of one-fifth (1/5) shall be paid for all normal scheduled shift hours worked.

Shift differential will not be paid on overtime hours (*Note: This provision is effective May 1, 2006*).

- 22.3 A shift will be deemed to be established providing at least four (4) consecutive days of a shift are to be worked excluding Saturdays, Sundays and recognized holidays. If an employee is removed from their scheduled shift prior to completing four (4) consecutive shifts, the employee will be paid shift differential for the remainder of the hours that would have been worked had the employee not been reassigned.
- 22.4 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.
- 22.5 When employees engaged in sheeting and decking work are not able, due to weather conditions, to work a full day, it is agreed that the daily time limit may be exceeded on any of the remaining working days of the week, providing the weekly time limit is not exceeded thereby, but in no case under this provision shall the daily limit be exceeded by more than one (1) hour without the consent of the Union. Pay for such extended hours shall be at the basic hourly rate.

Article 23

OVERTIME RATES

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

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

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

- 23.2 Overtime rates of pay for employees in the classifications covered by this Agreement shall be as set forth on the wage schedules, attached hereto.
- 23.3 Overtime shall be assigned as equally and as impartially as possible among all members of the crew.
- 23.4 The parties have a mutual interest in reducing unauthorized absenteeism. At the Employer's discretion, an unapproved absence of the Employee may disentitle the Employee to overtime opportunities. The application of the employer's discretion, will be subject to referral to the Nuclear Project Committee.

Article 24

REST PERIOD

- 24.1 Fifteen (15) minutes will be allotted at the direction of the Employer for employees to rest at their place of work for each half (1/2) shift worked.
- 24.2 For employees required to work two (2) hours of overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift before commencing overtime work.
- 24.3 For employees, working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two (2) hours of overtime worked.
- 24.4 **Zone 3 Work**

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

- a) 1- 30 minute meal period in each eight (8) or ten (10) hour shift;
- b) 1-30 minute meal period for the first two (2) hours worked beyond the regular quitting time on an eight (8) or ten (10) hour shift and for each four (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) 2-15 minute rest periods in each eight (8) or ten (10) hour shift;
- d) 1-10 minute rest period if an employee works beyond the normal quitting time of an eight (8) or ten (10) hour shift;

- e) An employee will receive a 15 minute rest break for each two (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;
- g) The lunch break will begin no later than five (5) hours after the commencement of the shift

Article 25

MEALS ON OVERTIME

25.1 If an employee is notified during the time he is working that he will be required to work for more than two (2) hours past 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, the Employer will provide a free meal to the employee after approximately two (2) hours of overtime worked and for each four (4) hours of overtime worked thereafter.

The employee will be allowed thirty (30) minutes paid at the straight time rate to eat each meal at the time directed by the Employer. When a paid meal period overlaps a rest period the paid meal period will supplant the rest period. The Employer will supply a hot meal when possible.

To qualify for the above-noted provisions on a Friday for work on the first and second shifts, an employee will be required to work for more than four (4) hours beyond the normal quitting time of his shift.

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

25.2 Where an employee has been notified the previous day, no meal will be provided, but the employee will be allowed thirty (30) minutes paid at the straight time rate to eat, at the time directed by the Employer.

Article 26

GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

DAILY TRAVEL ALLOWANCE

- 26.1 The daily travel allowance will be paid by the Employers to their employees who are not receiving free room and board as referred to in Section 26.2, on the following basis:
- (a) If an employee lives within forty (40) radius kilometres* of the project, no travel allowance will be paid.
 - (b) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive \$27.87 per day travel allowance effective August 14, 2015 (\$28.14 effective May 1, 2016, \$28.43 effective May 1, 2017, \$28.71 effective May 1, 2018, \$29.00 effective May 1, 2019) for each day worked or reported for.
 - (c) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive \$32.37 per day travel allowance effective August 14, 2015(\$32.69 effective May 1, 2016, \$33.02 effective May 1, 2017 \$33.35 effective May 1, 2018, \$33.68 effective May 1, 2019) for each day worked or reported for.
 - (d) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive \$37.12 per day travel allowance effective August 14th, 2015 (\$37.49 effective May 1, 2016, \$37.86 effective May 1, 2017, \$38.24 effective May 1, 2018, \$38.62 effective May 1, 2019) for each day worked or reported for.

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

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

- (e) Excluding Pickering and Darlington Generating Stations, if an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 26.2 below, or does not maintain a temporary accommodation at or near the project, he shall receive \$42.91 per day travel allowance effective August 14, 2015 (\$43.34 effective May 1, 2016, \$43.78 effective May 1, 2017, \$44.22 effective May 1, 2018, \$44.66 effective May 1, 2019) provided he

continues to travel greater than 97 radius kilometers for each day worked or reported for.

- (f) Pickering and Darlington Projects:
An employee who becomes employed at the Pickering or Darlington Project on or after June 1, 1984 and who lives greater than 97 radius kilometers from the Project shall receive \$42.91 per day travel allowance effective August 14, 2015 (\$43.34 effective May 1, 2016, \$43.78 effective May 1, 2017, \$44.22 effective May 1, 2018, \$44.66 effective May 1, 2019) for each day worked or reported for.
- (g) Employees using company vehicles are not entitled to daily travel
- (h) If a journeyman does not qualify for Room and Board under Article 26.2, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel as per the rates in Article 26.1 (e) or (f).

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

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

ROOM AND BOARD

26.2 The following conditions will apply for employees whose regular residence* is more than 97 radius kilometers from the project (except at Pickering and Darlington Generating Stations) refer to Article 26.1(f):

- (a) An Employer may supply either:
 - (i) Free room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or
 - (ii) a subsistence allowance.
- (b) An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:
 - (i) The Province will be divided into three (3) regions for the payment of subsistence allowance; a Northern region and a Southern region and the Bruce Project. The Northern region is the geographic area north

of a line drawn between the mouth of the French River and Mattawa. The Southern region is comprised of all remaining geographic areas except that described for the Northern region and the Bruce Project.

* ***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). This is in contrast to a boarding type of situation such as a hotel/motel room, or boarding house facility which is not self-contained; and***
- 2. The total financial responsibility for the continued maintenance and upkeep of the residence rests solely with the employee. The employee must be able to show proof of such financial responsibility in accordance with the "Application for Daily Travel/Room and Board Allowance"; and***
- 3. 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.***

- (ii) An employee working at the Northern Region whose regular residence is more than 97 radius kilometers from the Project shall be paid a subsistence allowance of \$105.24 per day effective August 14, 2015 (\$107.35 effective May 1, 2016, \$109.50 effective May 1, 2017, \$111.69 effective May 1, 2018, \$113.92 effective May 1, 2019) for each day worked or reported for.
- (iii) An employee working in the Southern Region, excluding the Bruce Project, whose regular residence is more than 97 radius kilometers from the Project in the Southern Region shall be paid a subsistence allowance of \$87.21 per day effective August 14, 2015 (\$88.95 effective May 1, 2016, \$90.73 effective May 1, 2017, \$92.55 effective May 1, 2018, \$94.40 effective May 1, 2019) for each day worked or reported for.
- (iv) When an employee's regular residence is more than 97 radius kilometers from the Bruce Project, the employee shall be paid a subsistence allowance of \$89.98 per day effective August 14, 2015 (\$91.78 effective May 1, 2016, \$93.62 effective May 1, 2017, \$95.49 effective May 1, 2018, \$97.40 effective May 1, 2019) for each day worked or reported for.
- (v) An employee working at the Pickering and Darlington Nuclear Projects, whose regular residence is greater than 97 kilometers from the Project shall be paid a subsistence allowance of \$66.58 per day effective August 14, 2015 (\$67.91 effective May 1, 2016, \$69.27 effective May 1, 2017,

\$70.65 effective May 1, 2018, \$72.06 effective May 1, 2019)
for each day worked or reported for.

- 26.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 26.1 and 26.2 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer.
- 26.4 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:
- (a) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day, unless he is excused from work for a legitimate reason by the project medical attendant or 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.
- 26.5 All distances for the purposes of this Section will be determined by electronic means
- 26.6 The Employer will notify the Union in advance when it intends to provide room and board in camp and agrees to ensure that camp facilities meeting all standards and regulations are provided. (e.g. OSHA regulations)
- 26.7 All applications for daily travel allowance and room and board must be complete and filed with the Employer during the course of employment. The Employer will not be responsible for any application filed more than fourteen (14) days after an employee has been laid off, has quit or has been terminated.

Article 27

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

DAILY TRAVEL ALLOWANCE

- 27.1 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 Section 27.3 and 27.4 on the following basis:
- (a) If an employee lives within forty (40) radius kilometres of the work location or declared assembly point, no travel allowance will be paid.
 - (b) If an employee lives within 40 to 56 radius kilometers of the work location or declared assembly point, he shall receive \$25.76 per day travel allowance effective August 14, 2015 (\$26.01 effective May 1, 2016, \$26.27 effective May 1, 2017, \$26.54 effective May 1, 2018, \$26.80 effective May 1, 2019) for each day worked or reported for.
 - (c) If an employee lives within 56 to 80 radius kilometers of the work location or declared assembly point, he shall receive \$29.66 per day travel allowance effective August 14, 2015 (\$29.96 effective May 1, 2016, \$30.26 effective May 1, 2017, \$30.56 effective May 1, 2018, \$30.87 effective May 1, 2019) for each day worked or reported for.
 - (d) If an employee lives within 80 to 97 radius kilometers of the work location or declared assembly point, he shall receive \$33.56 per day travel allowance effective August 14, 2015 (\$33.90 effective May 1, 2016, \$34.24 effective May 1, 2017, \$34.58 effective May 1, 2018, \$34.93 effective May 1, 2019) for each day worked or reported for.
 - (e) If an employee lives greater than 97 radius kilometers from the work location or declared assembly point, and does not qualify for subsistence allowance under Section 27.3 below, or does not maintain a temporary accommodation at or near the work location or declared assembly point, he shall receive \$37.19 per day travel allowance effective August 14, 2015 (\$37.56 effective May 1, 2016, \$37.94 effective May 1, 2017, \$38.32 effective May 1, 2018, \$38.70 effective May 1, 2019) provided he continues to travel greater than 97 radius kilometers daily for each day worked or reported for.
 - (f) Employees using company vehicles are not entitled to daily travel
 - (g) If a journeyman does not qualify for Room and Board under Article 27.3, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel as per the rates in Article 27.1 (e).

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

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

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

ROOM AND BOARD

- 27.3 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.
- (b) An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:
 - (i) The Province will be divided into two (2) regions for the payment of subsistence allowance; a Northern region and a Southern region. The Northern region is the geographic area north of a line drawn between the mouth of the French River and Mattawa. The Southern region is comprised of all remaining geographic areas except that described for the Northern region.

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

- (i) ***For metropolitan areas (Toronto and Hamilton) is the place where an employee maintains a self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps). This is in contrast to a boarding type of situation such as a hotel/motel room, or boarding house***

facility which is not self-contained, and the total financial responsibility for the continued maintenance and upkeep of the residence rests solely with the employee. The employee must be able to show proof of such financial responsibility in accordance with the "Application for Daily Travel/Room and Board Allowance"; and 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.

(ii) For all other areas, shall be deemed to be the city or town hall of the municipality where an employee maintains a regular residence described in (i) above. In those municipalities where a city or town hall does not exist, then the post office serving his self-contained domestic establishment will apply.

- (ii) An employee working at the Northern Region whose regular residence is more than 97 radius kilometers from the Project shall be paid a subsistence allowance of \$92.34 per day effective August 14, 2015 (\$94.19 effective May 1, 2016, \$96.07 effective May 1, 2017, \$97.99 effective May 1, 2018, \$99.95 effective May 1, 2019) for each day worked or reported for.
- (iii) An employee working in the Southern Region, excluding the Bruce Project, whose regular residence is more than 97 radius kilometers from the Project in the Southern Region shall be paid a subsistence allowance of \$77.70 per day effective August 14, 2015 (\$79.26 effective May 1, 2016, \$80.84 effective May 1, 2017 \$82.46 effective May 1, 2018, \$84.11 effective May 1, 2019) for each day worked or reported for.
- (iv) The Employer will notify the Union in advance when it intends to provide room and board in camp and agrees to ensure that suitable camp facilities are provided.

27.4 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 27.1 and 27.3 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.

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

- (a) An employee who remains in camp on a normally scheduled workday on which he does not work will be charged \$25.00 per day unless he is excused from work by an authorized representative of his Employer.

- (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
 - (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
 - (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
- 27.6 The Employer will notify the Union in advance when it intends to provide room and board in camp and agrees to ensure that camp facilities meeting all standards and regulations are provided. (e.g. OHS regulations)
- 27.7 All applications for daily travel allowance and room and board must be complete and filed with the Employer during the course of employment. The Employer will not be responsible for any application filed more than fourteen (14) days after an employee has been laid off, has quit or has been terminated.

Article 28

TRAVEL AND TRANSPORTATION

- 28.1 On recruitment of tradesmen who live between 97 and 161 radius kilometers from the project, the Employer shall pay \$34.00 effective October 18, 2010 for the initial trip to the project.
- 28.2 **ONTARIO RESIDENTS**
- On recruitment of tradesmen who live in Ontario but beyond 161 radius kilometers from the project, the Employer shall pay \$0.41 per radius kilometer effective October 18, 2010 plus travel time based on one (1) hour's pay for each 80 radius kilometers of travel to a maximum of eight (8) hours' pay, for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.
- 28.3 **NON-ONTARIO RESIDENTS**
- On recruitment of tradesmen who live outside Ontario and beyond 161 radius kilometers from the project, the Employer shall pay the equivalent of the cost of public transportation plus travel time based on one (1) hour's pay for each 80 radius kilometers of travel to a maximum of eight (8) hours' pay, for the initial

trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

- 28.4 To qualify for payment in Sections 28.1, 28.2, or 28.3, the employee must remain at the project for a minimum of thirty (30) working days or the duration of the job, whichever is lesser.
- 28.5 On termination of employment for reasons other than discharge for cause, an employee entitled to payment under Sections 28.1, 28.2, or 28.3 shall be entitled to return expenses calculated in the same manner as in Sections 28.1, 28.2, or 28.3 above for the return trip from the project to where the tradesman lives or place of recruitment, whichever is closer to the project. To be eligible for return payment an employee must remain at the project for a minimum of thirty (30) days or the duration of the job, whichever is the lesser.

Article 29

LUNCHROOM FACILITIES

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

29.2 TOILET FACILITIES

The Employer will provide clean, heated, lighted and ventilated flush toilets facilities where such facilities can be reasonably provided for. The toilet facilities shall contain sufficient number of water closets, hand basins and showers to meet the employees' requirements

Article 30

GRIEVANCE PROCEDURE

- 30.1 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 about alleged violations of this Agreement. In the event of any dispute concerning the meaning or application of any provision of this Agreement or a dispute concerning an alleged violation of this Agreement, there shall be no suspension or disruption of work, but such dispute shall be

treated as a grievance and shall be settled, if possible, by EPSCA and the Union. Settlement discussions shall be held without prejudice. In the interests of expediting the procedure, the parties shall process grievances in the following manner:

30.2 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.

30.3 FIRST STEP

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

Within ten (10) working days of the filing of the grievance, the EPSCA/the Employer shall investigate the grievance and convene a meeting which he or the Accredited Union Representative considers necessary to resolve it. EPSCA/The Employer 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 Employer with the General Manager of EPSCA and by the Accredited Union Representative with the Business Manager of the Ontario Sheet Metal Workers' Conference.

If a first step grievance meeting is considered appropriate, the Management Committee shall comprise of EPSCA/the Employer with at least one representative against whom the grievance has been filed. The Union Committee shall comprise the Accredited Union Representative plus two (2) additional Union officials.

30.4 SECOND STEP

If a dispute has not been resolved at the First Step of the grievance procedure, the Accredited Union Representative may refer the grievance on the prescribed form to EPSCA's Grievance Officer. Such grievances shall be referred within ten (10) working days after the disposition has been issued under the First Step of this procedure. A copy of the grievance form shall be forwarded by the Accredited Union Representative to the Business Manager of the Ontario Sheet Metal Workers' Conference.

The EPSCA Grievance Officer shall investigate the grievance and convene a meeting which he or the Business Manager of the Ontario Sheet Metal Workers' Conference considers necessary to resolve it and give his reply on the prescribed form to the Business Manager of the Ontario Sheet Metal Workers' Conference within five (5) working days from the receipt of the grievance form which was completed at First Step.

If a Second Step grievance meeting is considered appropriate, the Management Committee shall comprise the EPSCA Grievance Officer plus two (2) other management representatives, one of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall comprise three (3) persons, including the Business Manager of the Ontario Sheet Metal Workers' Conference and the Accredited Representative for the grievor, plus one other representative of the Union.

30.5 EPSCA OR UNION GRIEVANCES

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

30.6 TIME LIMITS

The time limits as to both documents and procedure set out in the above sections shall be complied with by the parties to this Agreement provided, however, that the parties may mutually agree, in writing, in respect to an extension or waiver of any of the time limits imposed. Where no answer is given within the time limits specified in the grievance procedure, the employee concerned, 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.

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

30.8 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

Article 31

ARBITRATION

- 31.1 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 30, 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, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. If the two nominees fail to agree upon a Chairman, the services of the Minister of Labour for Ontario shall be utilized and the request to the Minister may be made by either party. The Arbitration Board, when selected or appointed, shall proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.
- 31.2 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.
- 31.3 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.
- 31.4 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 32

STANDOFF

32.1 When unable to proceed with his work, an Employer may elect to either layoff or standoff part or all of his crew. If an employee is stood off, the employee may elect to remain on standoff or be laid off. The Employer has an obligation to advise the employee the duration of the standoff.

(a) Layoff

If layoff is elected, it shall be carried out in accordance with the terms of this Collective Agreement. An employee laid off will be issued a Record of Employment Form indicating "Layoff - Shortage of Work". The ROE information may be sent electronically.

(b) Standoff

If standoff is elected, the Employer reserves the right to standoff its employees without pay up to a maximum of ten (10) consecutive working days. Notification of standoff will be made by the Employer during normal working hours. No travel allowance will be paid to an employee for the standoff period. Subsistence allowance will only be paid when proof of temporary residence is being maintained is provided. If standoff continues beyond ten (10) consecutive working days, an employee shall be issued a Record of Employment Form indicating "Standoff - Lack of Work" dating back to his first day on standoff. The ROE information may be sent electronically.

32.2 An employee qualifying for subsistence allowance subject to 32.1(b) who is placed on standoff will receive subsistence allowance up to a maximum of three (3) days, or upon agreement of the Employer, will receive the cost of a return trip to the employee's regular residence calculated in accordance with Article 26 not to exceed an amount equivalent to three (3) days subsistence allowance.

32.3 North of French River Only

If a standoff continues beyond three (3) consecutive working days, an employee at this option may elect to remain on or be removed from standoff. Subsistence allowance will cease after three (3) consecutive working days on standoff. If a standoff continues for beyond three (3) consecutive working days, those employees who do not exercise their right to be removed from standoff

shall receive the cost of a return trip to their regular residence calculated in accordance with Article 28.

- 32.4 If an employee elects layoff, he will be issued a Record of Employment Form indicating "Layoff- Shortage of Work" dating back to his first day on standoff

Article 33

NO STRIKE - NO LOCKOUT

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

Article 34

TOOL LIST

- 34.1 All journeymen sheet metal workers and apprentices shall provide themselves with a lockable toolbox and the full complement of tools as set out below:

<u>Journeyman</u>	<u>Term of Apprenticeship</u>					
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
1 scratch awl	x	x	x	x	x	x
1 tinner's hammer (16 ounces)	x	x	x	x	x	x
1 pair bull snips	x	x	x	x	x	x
1 small, medium & large screw drivers (slotted & Robertson)	x	x	x	x	x	x
1 rule 10'	x	x	x	x	x	x
1 scribe	x	x	x	x	x	x
1 tool box (lockable)	x	x	x	x	x	x
1 pair pliers	x	x	x	x	x	x
1 hacksaw frame		x	x	x	x	x
1 pair vice grips		x	x	x	x	x
1 right & left hand aircraft snips		x	x	x	x	x
1 pair tongs folding		x	x	x	x	x
1 plumb bob & line		x	x	x	x	x
1 chalk line		x	x	x	x	x
1 crescent or adjustable wrench 10"		x	x	x	x	x
1 ball peen hammer		x	x	x	x	x

1	12" spirit level	x	x	x	x	x
1	6" divider		x	x	x	x
1	12" divider		x	x	x	x
1	centre punch		x	x	x	x
1	set of trammel points		x	x	x	x
1	cold chisel 12"		x	x	x	x
1	set of Allen wrenches			x	x	x

34.2 Journeymen sheet metal workers and apprentices who report for work and are not in possession of a full set of tools as set out above shall not be eligible for employment and the Employer shall have the right to refuse employment or to continue to employ such journeymen or apprentices. In such instances the Employer shall not be required to pay reporting pay as established under the relative Article of this Agreement.

34.3 Employees engaged in sheeting and decking work shall provide themselves with and have in their possession on the job a lockable toolbox and the following tools:

		(1) Probationary Employee (2) Material Handler (3) Sheeter/Decker Assistant (4) Sheeter/Decker			
		(1)	(2)	(3)	(4)
1	16 foot tape	x	x	x	x
1	pair straight snips	x	x	x	x
1	pair standard pliers		x	x	x
1	slotted screw driver		x	x	x
1	hammer		x	x	x
1	vice grip			x	x
2	vice grip "C" clamps			x	x
1	Robertson screw driver green			x	x
1	Robertson screw driver red			x	x
1	Robertson screw driver black			x	x
1	cold chisel			x	x
1	10" crescent wrench			x	x
1	pair aircraft snips RH			x	x
1	pair aircraft snips LH			x	x
1	pair folding tongs			x	x
1	18" level			x	x
1	12" divider			x	x
1	chalk line			x	x

1	hacksaw frame	x	x
1	50 foot tape	x	x

Article 35

ASSOCIATION FUND

- 35.1 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.

Article 36

PROTECTIVE CLOTHING AND EQUIPMENT

- 36.1 All employees shall provide themselves with and maintain in good condition the clothing required for performance of their normal duties including approved safety helmet and approved safety footwear.

The Employer shall provide all specialized equipment, e.g., safety glasses, glare shields, welding goggles, welders' gloves, painters' masks or other specialized clothing necessary for the safe operation of an employee's normal employment. The protective clothing and equipment that is provided by the Employer will be charged out to the employee and the employee will be responsible for the return of such clothing and equipment to his Employer. Employees will be charged for clothing and equipment which are lost and not reported immediately.

- 36.2 An employee shall be required to provide himself with the tools of his trade as set out in Article 34. The Employer shall not be held responsible for losses, except as noted hereunder:

- (a) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider the full estimated value on the merit of each case in determining replacement or payment. This will include only personal tools that a tradesman is required to have to perform his normal duties with his Employer.
- (b) The Employer will compensate his employees for ordinary hand tools and clothing lost by theft from locked storage provided by the Employer for the

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 worksite shall be limited to clothing that a tradesperson 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 cost by fire on the work site shall be limited to clothing that a tradesperson is required to have to perform his normal duties with his Employer.

- 36.3 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$8.10 per day (\$12.00 effective August 1, 2004, \$15.00 effective May 1, 2007). A day for the purposes of this item shall be defined as any period up to twelve (12) hours.
- 36.4 Welding jackets, welding sleeves, welding hoods or hard hats broken or damaged on the job shall be replaced by the Employer.
- 36.5 When and Employer wishes an Employee to wear a specifically identified safety helmet, the Employer shall provide it, complete with a new liner.

Article 37

WELDING TESTS

- 37.1 An existing employee who is required to take a welding test by his Employer will remain in the employ of his Employer while taking such a test and will continue to receive his appropriate pay and all applicable benefits.

New employees required to take the test shall not be paid for the time spent taking the test. New employees who fail the welding tests will be paid the appropriate travel allowance at the applicable rate.

- 37.2 Results of the welding test shall be given to the welder by his Employer as soon as reasonably possible.

Article 38

STABILIZATION FUND

38.1 All Employers bound by this agreement agree to pay into operative Sheet Metal Workers' Union Stabilization Funds in Locals 562, 473 and 235 (Sarnia) established or recognized in the locality by Employers under agreement with the Union for construction work of a related nature.

The Employers will contribute the amounts specified in the wage schedules, attached hereto, for every hour worked by each of their employees within the jurisdictions of Locals 562, 473 and 235 (Sarnia).

38.2 In the event that this fund is discontinued for any reason whatsoever, the hourly contributions herein will then become part of the hourly wages of the employee on whose behalf they have been formerly contributed.

Article 39

RADIATION WORK

- 39.1
- (a) Local Union to be provided with a copy of Ontario Power Generation Inc (OPGI) Radiation Protection Regulations and any revisions.
 - (b) Local Union to be provided with a copy of Ontario Power Generation Inc (OPGI) 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.
- 39.2 Construction Radiation Protection Assistant is a Construction Trades Person who has achieved the full radiation qualification (Green) via the approved Ontario Power Generation Inc (OPGI) Training Program, plus has successfully completed the Construction R.P.A. training and checkouts, also has performed R.P.A. functions while under supervision of a fully qualified Construction R.P.A. to the satisfaction of the Construction Site Safety Officer and the Station Health Physics Unit.

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

Article 40

AIR BALANCING

- 40.1 When air balancing is subcontracted to an independent air balancing contractor, one (1) journeyman sheet metal worker from the Local Union will be supplied to the air balancing contractor by the contractor subcontracting the work.

Article 41

APPRENTICESHIP AND TRAINING PROGRAM

- 41.1 The Association will identify as far in advance as possible its training needs and communicate those needs to the Local Training Committee. The Association agrees to co-ordinate with the Local Union the specialized training required to accommodate new technology, methods, etc.
- 41.2 Apprentices required to attend trade school shall be provided with a Record of Employment.

Article 42

ABORIGINAL CONTENT COMMITMENT

- 42.1 Where an aboriginal commitment has been established on a project, the Union will agree to the conditions required to meet the commitment providing the candidates meet the minimum requirements of the Local Union.

Article 43

BILL 162

- 43.1 Upon written request of a Local Union or the Multi-Employer Benefit Plan, EPSCA agrees to meet with the Union to discuss, with the intent to comply, with any increase negotiated between the Ontario Sheet Metal Workers' Conference and the Ontario Sheet Metal and Air Handling Group with respect to the \$0.03 Bill 162 hourly contributions required in the wage schedules.

Article 44

TERM OF AGREEMENT

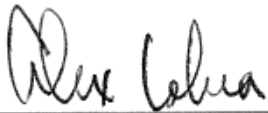
44.1 This Agreement shall continue in full force and effect for a term of five (5) years, from **May 1, 2015 to April 30, 2020**.

This Agreement shall be considered automatically renewed for successive periods of twelve (12) months commencing May 1, 2020, unless at least sixty (60) days prior to the end of any twelve (12) month period either party serves written notice upon the other that it desires termination, revision, or modification of any provision of this Agreement.

Dated at Toronto, this **30** day of **November** 2015

For:

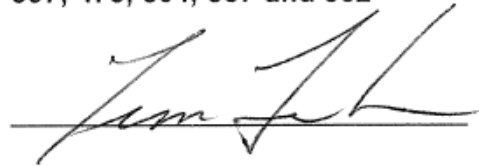
**THE ELECTRICAL POWER
SYSTEMS CONSTRUCTION
ASSOCIATION**



Alex Lolua GM

For:

**ONTARIO SHEET METAL
WORKERS' CONFERENCE
FOR LOCALS 30, 47, 235, 269,
397, 473, 504, 537 and 562**



APPENDIX A

MOOSE RIVER BASIN: NORTHERN ONTARIO

Where the Employer elects to establish a camp, the following conditions will apply for employees working in the Moose River Basin:

Camp Conditions

- (a) An Employer may elect to provide free room and board in camp at no cost to the employee. Where the Employer elects to provide a camp such employees will not be entitled to receive a daily travel or room and board allowance.
- (b) When an Employer does not elect to provide free room and board in camp, the employee will be entitled to receive a daily travel or room and board allowance as set out in Article 26.
- (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 who is still absent from work the following day without approval will be charged \$25.00 for the day of absence and each successive day of unapproved absence.

Hours of Work

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

Wrap Around

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

- (a) If an employee lives within 161 radius kilometres from the project, the Employer shall pay forty dollars (\$40.00).
- (b) If an employee lives greater than 161 radius kilometres from the project, the Employer shall pay as an allowance, forty dollars (\$40.00) plus travel time based on the equivalent of one (1) hours base rate of pay for each eighty (80) radius kilometres, or portion thereof, of travel time
- (c) to a maximum of 800 kilometres from where the employee lives or place of recruitment, whichever is closer to the project.

APPENDIX B

7-DAY COVERAGE

When working under the provisions of this Appendix, all conditions listed will supersede those contained in the main agreement. Where this Appendix is silent, the appropriate article in the Collective Agreement applies.

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

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

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

Shift work may be established by the Employer to provide seven days per week work coverage, on a 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 of up to ten (10) hours per shift, Monday to Friday inclusive, shall be paid at straight time hourly rates.

Second Shift

Regularly scheduled hours of work of up to ten (10) hours per shift, Monday to Friday inclusive, shall be paid at straight time hourly rates, plus a shift differential of one-seventh of the straight time hourly rate.

Third Shift

Regularly scheduled hours of work of up to ten (10) hours per shift, Monday to Friday inclusive, shall be paid at straight time hourly rates, plus a shift differential of one-fifth of the straight time hourly rate.

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid at two times the straight time hourly rate. Recognized Holidays

will be observed on the actual day on which the holiday occurs or as declared by legislation. The rate for the shift will be based on the day in which the shift begins.

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

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

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

Appendix C

7 Day Coverage - Nuclear Sites

The implementation of this Appendix is contingent on EPSCA and the Millwrights agreeing to comparable rates for regularly scheduled hours on Saturday and Sunday on 7 day coverage. This agreement shall become effective immediately upon such agreement between EPSCA and the Millwright Regional Council of Ontario. In the 30 day period immediately following the date this Appendix becomes effective, the union shall have the option to put forth other alternatives that will provide savings at least equivalent to those that would result from the implementation of this Appendix and EPSCA will consider all such alternatives. Failure to agree to an acceptable alternative will result in the continued application of this Appendix.

If EPSCA provides an incentive to the Millwright Regional Council of Ontario to obtain the agreement of this Appendix within the Millwright Agreement, then EPSCA shall make available the same incentives to the unions that have become bound to this Appendix. This “me too” is effective only for the duration of the collective agreement and will expire on April 30, 2020.

When an employee is assigned to, and working as a member of, a composite crew with one or more employees working under the Carpenter Collective Agreement who is also working under provisions of the applicable 7 Day Coverage of the Carpenter Collective Agreement (7 Day Coverage), he or she shall receive the same premium pay treatment as the Carpenter for regular scheduled hours for Saturday and Sundays.

The above paragraphs do not change the existing language in the 7 Day Coverage Appendix for non-Nuclear sites.

APPENDIX C

7 DAY COVERAGE – Nuclear Sites Only

This shift schedule is intended for work greater than four (4), eight (8) day cycles (32 days) 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 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 seven (7) calendar days' notice prior to the implementation of these shift provisions.

First Shift (Day Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates.

Second Shift (Afternoon Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus the applicable shift differential per the collective agreement.

Third Shift (Night Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus the applicable shift differential per the collective agreement.

All Shifts

Regularly scheduled hours of work on Saturday and Sunday shall be paid at one and a half times the straight time hourly rate.

Statutory and Recognized Holidays shall be paid at two times the straight time hourly rate. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

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

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

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

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

Overtime will be in accordance with the provisions of the collective agreement.

Letter of Understanding No. 1

between the

ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

and the

ONTARIO SHEET METAL WORKERS' CONFERENCE

For

Locals 30, 47, 235, 269, 392, 397, 473, 504
537, 539 AND 562

Local Union Hiring Practices

It has been agreed that employers working under the EPSCA collective agreement will be able to utilize the current Local Union Hiring Hall Practices when they wish to name hire tradespersons.

It is also agreed that an employer may transfer employees from one project to another within the geographic jurisdiction of the Local Union. This provision shall have no sectoral restrictions.

Dated at *Toronto* this *3rd* of May 2000.

Barry Roberts

Owen Pettipas

For:

Electrical Power Systems
Construction Association

For:

Ontario Sheet Metal Workers
Workers' Conference

Letter of Understanding No. 2

between the

ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

and the

ONTARIO SHEET METAL WORKERS' CONFERENCE
For
Locals 30, 47, 235, 269, 392, 397, 473, 504
537, 539 AND 562

Employment Referrals

It is agreed by the parties to this understanding that, prior to any member being referred for employment under this collective agreement, the member must submit to a security check. Only members who successfully obtain security clearance will be referred to the facility for employment, **subject to Articles 11.6 (b) or Article 30.7.** Once these referrals have been hired on, they will receive on the first paycheque fifty dollars (\$50) in consideration of the time and cost associated with the procedure for completing the authorizing forms and submitting to a Security Clearance check.

The union will be notified, as soon as possible, whether or not an individual has successfully obtained security clearance. This pre-clearance process 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 *3rd* of May 2000.

Barry Roberts

Owen Pettipas

For:

Electrical Power Systems
Construction Association

For:

Ontario Sheet Metal Workers
Workers' Conference

Letter of Understanding No.3

Between

The Electrical Power Systems Construction Association

And The

Ontario Sheet Metal Workers' Conference
For Locals 30, 47, 235, 269, 392, 397, 473,
504, 537, 539 and 562

It is agreed that an employer may refuse to hire a former employee who has retired and signed a waiver that he/she will not be re-employed. This refusal for employment will be for the duration stipulated in this waiver.

Dated at Toronto, this 3rd day of May 2000.

Barry Roberts

For: Electrical Power Systems
Construction Association

Owen Pettipas

For: Ontario Sheet Metal
Workers Conference

Letter of Understanding No.4

Between

The Electrical Power Systems Construction Association

And The

Ontario Sheet Metal Workers' Conference
For Locals 30, 47, 235, 269, 392, 397, 473,
504, 537, 539 and 562

HIRING AND MOBILITY REOPENER

The Unions agree 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.

Dated at Toronto, this 3rd day of May 2000.

Barry Roberts

Owen Pettipas

For: Electrical Power Systems
Construction Association

For: Ontario Sheet Metal
Workers' Conference

Letter of Understanding No.5

Between

The Electrical Power Systems Construction Association

And The

Ontario Sheet Metal Workers' Conference
For Locals 30, 47, 235, 269, 397, 473,
504, 537, 539 and 562

NORTHERN TRAVEL

1.0 Pre-Bid Review

For OPG Generation Construction Projects within the geographic area of Local 397 and Local 504 the following will occur:

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

2.0 Travel Time within Local 397 and Local 504

The following applies to OPG Generation Construction Projects within the geographic jurisdiction of Local 397 and Local 504.

When an employee is in receipt of Room and Board Allowance on remote projects, where the roads from the temporary accommodation to the work location are loose surface and where the nearest place of accommodation is in

excess of forty (40) radius kilometers from the job, an employee will receive the following when travelling from the nearest available accommodation:

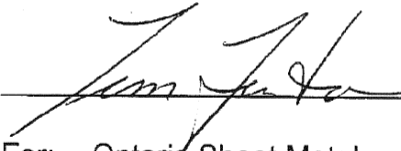
- If travelling to a project within 40-56 road km, ½ hour regular time pay;
- If travelling to a project within 57-80 road km, 1 hour regular time pay;
- If travelling to a project within 81-120 road km, 1 ½ hour regular time pay;
- If travelling to a project within 121-160 road km, 2 hours regular time pay;
- If travelling to a project over 160 road km, then actual time will be paid at the regular rate of pay

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

Dated at Toronto, this 19 day of 04 2011



For: Electrical Power Systems
Construction Association



For: Ontario Sheet Metal
Workers' Conference

Letter of Understanding No.6

Between

The Electrical Power Systems Construction Association

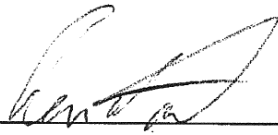
And The

Ontario Sheet Metal Workers' Conference
For Locals 30, 47, 235, 269, 397, 473,
504, 537, 539 and 562

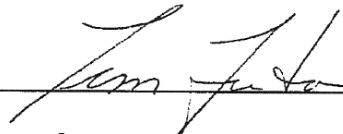
LOWER MATTAGAMI PROJECT

Any agreement reached regarding the Lower Mattagami Project will form part of this collective agreement.

Dated at Toronto, this *19* day of *OCT* 2011



For: Electrical Power Systems
Construction Association



For: Ontario Sheet Metal
Workers' Conference

Letter of Understanding No.7

Between

The Electrical Power Systems Construction Association

And The

Ontario Sheet Metal Workers' Conference
For Locals 30, 47, 235, 269, 397, 473,
504, 537, and 562

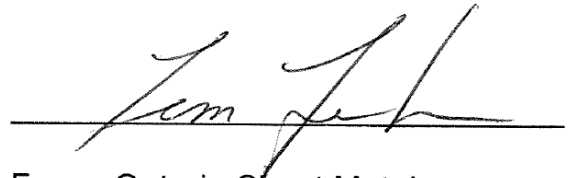
APPRENTICES

1. The Union and the Employer shall maintain a balanced apprentice program, all levels of apprentices shall be made available, in accordance with the out of work list.
2. If an apprentice does not qualify for Room and Board under Article 26.2, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel as per the rates in Article 26.1 (e) or (f).

Dated at Toronto, this **30** day of **November** 2015



For: Electrical Power Systems
Construction Association



For: Ontario Sheet Metal
Workers' Conference

Letter of Understanding No.8

Between

The Electrical Power Systems Construction Association

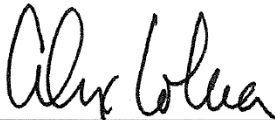
And The

Ontario Sheet Metal Workers' Conference
For Locals 30, 47, 235, 269, 397, 473,
504, 537, and 562

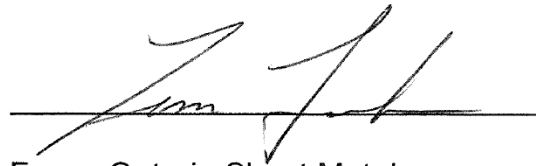
IMPLEMENTATION OF WAGE SCHEDULES AND AGREEMENT

1. The parties will have 60 calendar days upon ratification to review, approve and implement the wage schedules and collective agreement
2. If no approval is received by the accredited union representative, within the timelines above the Association shall approve the wage schedule and shall apply any negotiated increase to the base wage. The union will only be able to make changes in the next available window per the collective agreement.

Dated at Toronto, this 30 day of November 2015



For: Electrical Power Systems
Construction Association



For: Ontario Sheet Metal
Workers' Conference