

COLLECTIVE AGREEMENT

BETWEEN

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

(EPSCA)

AND

**THE ONTARIO COUNCIL of the INTERNATIONAL
UNION OF PAINTERS AND ALLIED TRADES**

(THE UNION)

MAY 1, 2020 – APRIL 30, 2025

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COLLECTIVE AGREEMENT

by and between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(hereinafter called EPSCA)

and the

**ONTARIO COUNCIL of the INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES**

(hereinafter called the Union)

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

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

NOW THEREFORE the parties hereby agree as follows:

Article 1

RECOGNITION

1.1 EPSCA recognizes the Union as the exclusive bargaining agent for a bargaining unit comprising employees as defined in Section 1.3 and foremen as defined in Section 1.4 engaged in all construction industry work* performed in the Province of Ontario on Ontario Power Generation, Bruce Power and Hydro One property for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities.

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

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

1.3 The term "employee" shall include all employees of the Employers in the classifications set out in Article 2.

The term "employee" includes foremen in Articles 15, 19, 21, 22, 25, 1 (Appendix F), 2 (Appendix F), 26, 27, 28, 29, 30.1 and in the applicable Statutory Holiday and Vacation Pay Article of this Agreement.

1.4 The term "foreman" shall include all foremen of the Employers between the ranks of, but not including, working foreman and general foreman.

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

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

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

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

Article 2

CLASSIFICATIONS

EPSCA and the Union have agreed to the following conditions to apply to employees in classifications listed below.

2.1 The following is a list of classifications covered by this Appendix:

Painter and Allied Trades

Brush Painter
Spray Painter
Paper Hanger and Fabric Hanger
Sandblaster
Wall Coverings Applicator
Sign Writer
Subforeman
Apprentice
Asbestos Remover and Trainee
Glass and Metal Technician
Glazier Metal Mechanic Apprentice
Drywall Taper
Drywall Taper Apprentice
Lead Abatement Worker

The "classifications" referred to above do not establish craft jurisdiction. Such jurisdiction is established in accordance with Articles 9 and 10 of this Collective Agreement.

2.2 An Apprentice is an employee in training who has been registered with the Ministry of Colleges, Training and Universities through the Union.

2.3 **Working Foremen**

Where the crew size is (5) or less, the foreman may work with the tools.

Article 3

FORM OF AGREEMENT

3.1 This Agreement shall apply to employees and to foremen who work for Employers while such employees and foremen are engaged in work as described in Article 1, Recognition.

There shall be an appendix negotiated by the Union for foremen. The agreement and the Foremen's appendix shall apply province-wide.

Article 4

EXECUTIVE COMMITTEES

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

Article 5

PROJECT COMMITTEES

- 5.1 A Project Committee shall be established for each of the Major Projects and the Lines and Stations Construction Zone.
- 5.2 The Committee will be responsible for conducting EPSCA/Union concerns for each Major Project and will meet as necessary to deal with working and living conditions on the job, excluding matters which may be grieved or negotiated and disputes involving work assignments.
- 5.3 On the part of EPSCA, each Project Committee shall be comprised of appropriate representatives, including contractors. In addition, the officers of EPSCA are ex officio members of this Committee.
- 5.4 On the part of the Union, each Project Committee shall be comprised of appropriate representatives. In addition, the officers of the Union are ex officio members of this Committee.
- 5.5 The chairman of each EPSCA Project Committee shall be appointed by EPSCA.
- 5.6 The chairman of each Union Project Committee shall be appointed by the Union members.
- 5.7 Chairmanship of the meetings will alternate between the EPSCA Project Committee chairman and the Union Project Committee chairman.
- 5.8 Answers to questions raised by either party shall be given, in writing, within five (5) working days of the meeting by the party answering the questions to the party who raised the questions.
- 5.9 When an urgent answer is needed to a problem not relevant to negotiation, grievance or work assignment, the Project Committee will be called to meet within forty-eight (48) hours, where practicable, to deal with the problem. The Committee's

answer will be given, in writing, to the party raising the question within forty-eight (48) hours of the meeting.

EPSCA and the Union will set the time and place of all Project Committee meetings.

Article 6

ACCREDITED UNION REPRESENTATIVES

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

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

Article 7

UNION STEWARDS

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

Except at Bruce Nuclear Power Development (BNPD):

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

- 7.2 The Union shall receive written notice before the employment of a steward is terminated by his Employer, and provided the steward is able to perform the work required, he will be the last employee to be retained by his Employer in a layoff/standoff situation.
- 7.3 The chief steward will be informed of all scheduled overtime. Where practical, a steward, in accordance with practices set out in individual trade appendices, shall be given the first opportunity to work the overtime providing he is qualified to perform the work.
- 7.4 No foreman or subforeman shall be permitted to act as a steward.

Article 8

ADVANCE NOTICE

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

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

- 8.2 Subsequent prejob conferences will be convened by EPSCA before specific portions of work commence to discuss the final details of the work and to establish conditions in accordance with this agreement for that work.
- 8.3 EPSCA will provide written notice to the Union as far in advance as possible of new work and prejob conferences as noted in Sections 8.1 and 8.2 above. For work of less than one week's duration and requiring five (5) or less employees, prejob meetings must be arranged with as much advance notice as possible by EPSCA, but without formal notice, in writing, unless the prejob meeting has been waived by the parties.

Article 9

WORK ASSIGNMENT

- 9.1 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 within the industry when making jurisdictional assignments.

9.2 (a) A markup process will be utilized when an Employer intends to perform work on a project site*. The purpose of this markup process is to indicate to the Union the work which is planned to be carried out by the Employer in order to minimize the potential for jurisdictional disputes.

(b) When work is to be performed on a project site and it meets the following criteria: same employer, same work, same project site, the markup process will not be required. This procedure shall not preclude a Union's right to contest previously disputed work.

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

(c) When an Employer has work that is less than 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 (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union of the final work assignments prior to the commencement of the work.

(d) All work that does not meet the criteria set out in clauses 9.2(b) or 9.2(c) will be reviewed and assigned at a markup meeting.

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

(f) The Employer who has the responsibility for the work shall make a proposed assignment of the work involved. The Employer shall be responsible for providing copies of proposed assignments to the Unions in attendance at the markup meeting. The Employer will specify a reasonable time limit for the Unions involved to submit evidence of their claims. The Employer will evaluate all evidence submitted and make a final assignment of the work involved. This final assignment will be in accordance with the procedural rules established by the

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

Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. The Employer will advise the Unions of the final assignments prior to the work commencing.

- (g) The EPSCA representative will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to the Union.
- (h) The parties recognize that circumstances may arise, particularly with discovery and emergency work, where the process set out above may not be practical or possible, however reasonable effort will be made by the Employer to adhere to the appropriate trade jurisdiction.

Article 10

JURISDICTIONAL DISPUTES

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

Any Union shall have the right to elect to pursue or respond to any jurisdictional disputes at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. In the event the Union elects to pursue or respond to the jurisdictional disputes at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, clauses 10.1(b), 10.2, 10.3, and 10.4 will apply.

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

In the event the Union elects to pursue or respond to the jurisdictional dispute at the Ontario Labour Relations Board, clauses 10.1(b), 10.2, 10.3, and 10.4 will NOT apply.

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

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

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

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

- 10.6 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 10.4 above, the arbitration board

panel appointed by the Ontario Labour Relations Board pursuant to the Act is not authorized to award damages in respect of a mis-assignment of work only in circumstances where the other union(s) involved in the proceedings is (are) equally restricted in their ability to claim for damages. However this clause 10.6 shall not apply where the Jurisdictional Dispute and the mis-assignment of work involves the same employer and the same work, and on the same job previously the subject of a Jurisdictional Dispute before the Ontario Labour Relations Board or the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

- 10.7 The board panel appointed by the Ontario Labour Relations Board will govern its decision pursuant to its normal criteria.
- 10.8 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 10.4 above, the decision of the panel of the Ontario Labour Relations Board will be final and binding upon the parties to this agreement with no further recourse to the Plan on the issue decided by the Ontario Labour Relations Board.

Article 11

UNION SECURITY

11.1 UNION MEMBERSHIP

(a) Employees

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

(b) Foremen

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

11.2 CHECKOFF

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

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

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

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

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

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

11.4 Wage schedule, dues and remittance changes are to be provided in writing to EPSCA and changes shall only take place during the month of March in each calendar year. The effective date of such changed wage schedules, dues and remittances shall be the date of issuance.

11.5 In the event that an error is subsequently discovered on the wage schedules the error shall be corrected and applied on a prospective basis and there shall be no retroactive adjustment or claw back.

Article 12

EMPLOYMENT

12.1 (a) For purposes of this Article, a geographic area will be established for each Major Project. The size of these geographic areas will be dependent upon the location of the work and the trade concerned.

(b) The boundaries of the geographic areas will be jointly established at prejob conferences.

12.2 An office will be established by EPSCA, or the Employer with the approval of EPSCA, for each Major Project. A purpose of this office will be to co-ordinate employment as specified in this Article.

12.3 EPSCA, or the Employer with the approval of EPSCA, and the Union will

exchange the names of their representatives in each of the areas described in 12.1(a), who will be responsible for co-operating in the referral and employment of reliable and competent union members.

- 12.4 EPSCA, or the Employer with the approval of EPSCA, will notify the appropriate Union of future manpower requirements for all employees coming within the scope of this Agreement.
- 12.5 Where key tradesmen are required, Employers reserve the right to employ, transfer and retain 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.
- 12.6 The employment of additional tradesmen and apprentices, excluding key tradesmen and tradesmen employed through the Employment Request Article, shall be carried out on the following basis and sequence:

- (a) The EPSCA office, or the Employer with the approval of EPSCA, will request the appropriate local union office for tradesmen and apprentices required. The request will include a description of the work, the number of qualified tradesmen and apprentices required, and the name of the Employer for whom the tradesmen and apprentices will be working.
- (b) The Union members who are resident in the designated geographic area will be referred by the Union for employment through the EPSCA office. As much as their out-of-work lists will permit, the Unions will supply members on a fan-out basis from the project or work location.

The Employers will either hire such persons or substantiate their reasons, in writing, for not doing so.

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

- (c) If, after a request has been made, the Union is unable to supply sufficient tradesmen and apprentices to meet the manpower requirements of the Employers, the Employers may employ tradesmen and apprentices who are resident within the geographic area. Such tradesmen and apprentices shall comply with the requirements of Article 11 of this Agreement. EPSCA shall promptly notify the Accredited Union Representative, in writing, of the names, addresses, date of hire, social insurance numbers, telephone numbers, job location and classification of the persons hired.
- (d) Once the supply of suitable tradesmen and apprentices within the geographic area has been exhausted and additional tradesmen and apprentices are required, EPSCA will contact the International Representative for the trade concerned, or his designee, in order to determine whether suitable union tradesmen and apprentices are available outside of the geographic area. EPSCA will co-operate in providing employment to such union tradesmen and

apprentices on the basis that they be supplied from the nearest location where they are available.

- 12.7 An employer may transfer employees from one employer to another on the same site, or from one project to another within the geographic jurisdiction of the Local Union. This provision shall have no sectoral restrictions.
- 12.8 Notwithstanding the provisions of Articles 12.5 and 12.6, re-employment as required by the Workers Safety and Insurance Board shall not be a violation of this collective agreement nor be subject to the provisions of Articles 33 and 34.
- 12.9 The Employer reserves the right to transfer employees from one project to another to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation and transmission and transformation construction.
- 12.10 The Employer shall have the right to request up to fifty (50) per cent name hire from the Local Union Hall. If the percentage of name hires in the ICI sector exceeds fifty (50) per cent, then the Employer will be entitled to the higher percentage.
- 12.11 It is understood that the Employer will hire at least 75% of employees from within the geographic area designated for the Project or Hydro One (Lines and Stations) Zone providing sufficient suitable employees are available to meet the Employer's requirements.
- 12.12 An employee who voluntarily terminates their employment with an Employer on an EPSCA site shall not be entitled to be referred to another Employer on the same site for a period of thirty (30) days unless both Employers agree.
- 12.13 In the event that the percentages of Employer selection (i.e. name hire, transfers, recall) in the ICI sector are greater than contained in this Article, the Employers under this agreement will have access to those higher percentages.

Article 13

LAYOFF PROCEDURE

- 13.1 Layoff will be carried out on a project seniority basis for employees who have more than 30 calendar days project service providing the remaining employees are:
 - (i) able to perform the work remaining to be done, and
 - (ii) capability and performance are at an acceptable level.
- 13.2 As per Article 10.1 of the Foreman's Appendix, the Employer shall have the right to move foremen from construction site to construction site.

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

- (i) Foremen who are transferred into an OPG, Bruce Power or Hydro One construction site as a foreman shall be laid off as a foreman or transferred out to another OPG, Bruce Power or Hydro One construction site as a foreman,
- (ii) A tradesman who has been elevated to the foreman level by the Employer during the course of his employment on an OPG, Bruce Power or Hydro One construction site, shall be returned to his last trade classification. The tradesman will assume his position on the seniority list based on his total continuous service credit with the Employer.

Article 14

RECALL PROCEDURE

- 14.1 The Employer may recall former employees who are on the Unions' out-of-work list provided that they are in good standing with the Union and have been employed by the Employer within the previous six months.

Article 15

HOURS OF WORK

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

The weekly hours of work for all employees may be arrived at by having the employees work four (4) consecutive ten-hour shifts, either Monday –Thursday or Tuesday – Friday but not concurrently on the same project, or by having the employees work five (5) consecutive eight-hour shifts. Weekly hours of work will be established for a minimum period of two (2) weeks. The Employer will notify the Local Union of the weekly hours of work for each work program at the site. If an employer, with the approval of the owner, intends to change the weekly hours of work. The union shall be informed in the previous week, with no less than three (3) days notice.

The start time for the day shift shall be between the hours of 6:00 a.m. to 9:00 a.m. 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. The Employer will notify the Local Union of its start times in advance of the work commencing. Crews may have different start times.

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

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

Shift Differential will not be paid on overtime hours.

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.

Employees required to work shift work on the third shift of a three shift operation shall receive a shift differential of one-fifth (1/5) for normal scheduled hours worked. Shift differential will not be paid on overtime hours.

15.2 Shift Change

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

15.3 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.

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

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

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

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

Article 16

OVERTIME RATES

16.1 Overtime rates are paid for work performed outside of normal hours as defined in the "Hours of Work" article of this Agreement and for work performed on non-shift days. Overtime rates shall be calculated as a premium over the basic wage rate.

16.2 Effective May 1, 2020 and until April 30, 2025 the overtime rates for the classifications listed in Article 2 of this Agreement shall be as set forth in the wage schedules, attached hereto.

- 16.3 In any area where an overtime rate for Glazier Metal Mechanic has not been established by Employers under agreement with the Union for construction work of a related nature, the EPSCA Glazier Metal Mechanic overtime rate shall be the same as the EPSCA Painter journeyman overtime rate for that area.
- 16.4 The Chief Steward shall be informed of all overtime work on a site and shall be given the opportunity to work providing he is qualified to perform the work and it is with his employer. When the Chief Steward declines the opportunity to work overtime, he will appoint an acting union steward from the workers assigned to work the overtime.
- 16.5 On Monday to Friday inclusive, overtime work shall be paid at one and one-half (1-1/2) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours, up to a maximum of 12 hours per day. All hours in excess of 12 hours per day shall be paid at two (2) times the basic hourly rate.
- 16.6 Overtime work performed on non-shift days, shall be paid at two (2) times the basic hourly rate.
- 16.7 The Union and Employer 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 17

STATUTORY HOLIDAY AND VACATION PAY

- 17.1 The Statutory Holiday and Vacation pay rate shall be ten (10) percent (six (6) percent vacation pay and four (4) percent statutory holiday pay) of vacationable gross earnings*. Payment shall be made weekly on the employee's regular pay cheque.
- 17.2 The Statutory Holidays recognized under this Agreement are:

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

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

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

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

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

Article 18

WAGES

- 18.1 Effective May 1, 2020 and until April 30, 2025 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.
- 18.2 In any area where a rate for Glass and Metal Technician has not been established by Employers under agreement with the Union for construction work of a related nature, the EPSCA Glazier Metal Technician rate shall be 90 percent of the EPSCA Painter journeyman rate for that area.
- 18.3 The following premiums are to be applied to Generation Station Projects, Hydro One (Lines and Stations) Construction Zones, and Miscellaneous Projects.

All work on Swing Stage, Bosun Chair, and exterior work on Scaffolding and Ladders:

15 meters or over - \$0.50 hourly premium
46 meters or over - \$1.00 hourly premium
76 meters or over - \$2.00 hourly premium

These premiums are in addition to the rates for the classifications listed in Article 2.

Article 19

PAY PROCEDURE

- 19.1 NORMAL
- (a) Employees will be paid weekly or bi-weekly at the Employer’s option. Prior to implementation, the Employer will provide 30 days notice to the Union.
- (b) Direct deposit may be implemented at the Employer’s option. Prior to implementation, the Employer will provide 30 days notice to the Union.

- (c) Payment for any given payroll period 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. For employees who are paid by cheque, except as provided for in 19.1(f), employees who are at work on Thursday and are not paid will be paid on Friday. Such employees will be released one (1) hour, with pay, prior to normal quitting time on Friday to enable them to cash their cheque.
- (d) Except for when wages are paid by direct deposit, 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
- (e) Accompanying each payment of wages shall be a written, or electronic statement, which can be retained by the employee, setting forth:
 - (i) the period of time or the work for which the wages are being paid;
 - (ii) the rate of wages to which the employee is entitled;
 - (iii) the amount of wages to which the employee is entitled;
 - (iv) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
 - (v) any allowance or other payment to which the employee is entitled;
 - (vi) the amount of vacation pay for which the employee is being credited;
 - (vii) the amount of statutory holiday pay for which the employee is being credited; and
 - (viii) the net amount of money being paid to the employee.
- (f) Where employees are paid by cheque, 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.

19.2 ON TERMINATION

- (a) An employee who voluntarily terminates his employment will be provided his final pay on the next regular payday.
- (b) An employee who is laid off from a Generation Project will have his final pay and termination documents mailed to his last known address on file with the Employer by Priority Post within five (5) working days of termination. An employee who is laid off from a Hydro One (Lines and Stations) construction site will have his final pay and termination documents mailed to his last known address on file with the Employer within eight (8) working days of termination. This does not preclude an employee being issued his final pay and termination documents on the job prior to the five or eight-day period. After 48 hours of notifying the Employer, the Employee will be entitled to four (4) hours at straight time for each normal workday for which there is non-compliance thereafter.
- (c) An employee who is discharged shall be provided with his final pay immediately if the Employer's pay facilities are on site or as per 19.2(b) if the Employer's pay facilities are not on site.

- (d) Employers will provide one hour's notice of layoff or one hour's pay in lieu of notice to employees who are to be laid off.

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

- (e) When an employee is laid off, he will be paid for a reasonable amount of time by the Employer if he is required to travel or wait unduly before he receives his final pay.
- (f) The Employer will provide a Record of Employment (ROE) Form in the employee's final pay or will send the ROE information electronically to Service Canada within the timelines specified by the relevant legislation.
- (g) In established cases of long-term sickness, compensable accident or jury duty, an employee will be maintained on the Employer's payroll until his normal date of layoff.

Article 20

BENEFITS

20.1 The Employer agrees to pay into the International Union of Painters and Allied Trades Province of Ontario Pension Plan Trust Fund, Health & Welfare Trust Fund and Vacation Pay Trust Fund the amounts specified as set forth in the wage schedules, attached hereto, for employees covered by this Agreement during the time they are employed.

20.2 The Union agrees to supply the Employer with all information regarding remittances and also all administrative material that is required for the implementation of them.

Any changes in welfare or pension plan contributions recognized under this Agreement will be confirmed in writing by the Union to EPSCA before such changes are put into effect. Within three (3) weeks of receipt of an acceptable written notice, such changes will be implemented. The effective date will be the date of implementation. Should the welfare or pension plan contributions change during the term of this Agreement, then an adjustment may be made to the base rate. The total wage package will not be changed.

20.3 In any area where the rate of pay for Glazier Metal Mechanic has been established as 90 percent of the EPSCA Painter journeyman rate for that area, the Employer will pay into operative Painter welfare and pension benefit plans on behalf of the Glazier Metal Mechanic the amount of welfare and pension benefits which have been established by EPSCA as payable on behalf of Painter journeymen when employed in that area.

20.4 In the event an Employer is more than fifteen (15) days in arrears of the requirement to forward contributions and/or deductions to the Trustees by the fifteenth of the month following, the Employer shall pay as liquidated damages and not as a penalty an amount equal to two (2%) percent (equivalent to 24%) per annum for each month or part thereof that the contributions and/or deductions are in default for greater than

fifteen (15) days provided the Employer has received five (5) days' written notice to correct such default. The trustees may require a delinquent Employer to pay for the costs, legal or otherwise, of collecting the amount owing, as outlined in the operative benefit plan trust documents.

- 20.5 The Trustees of the Plans referred to in 20.1 above shall promptly notify the Union of the failure by the 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 Program 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.
- 20.6 In support of the objectives of the De Novo Substance Dependency Program, the Parties to this Agreement agree that \$0.04 per hour paid shall be contributed to De Novo. Each Employer and employee, working under the terms and conditions of this Agreement shall each contribute \$0.02 per hour worked as set out in the wage schedules attached hereto.

Article 21

CALL-IN PAY

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

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

Article 22

REPORTING PAY

- 22.1 An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of a half shifts pay (4 hours or 5 hours) at the applicable rate when he reports for work, but is given no opportunity to work because none is available. This allowance will be paid to an employee if he is requested to report for any part of the first half of a shift and an additional half shifts pay (4 hours or 5 hours) will also be paid if he is requested to report for work for any part of the second half of the same shift. It is not intended by this Section that an employee receive a reporting pay allowance greater than his pay for normal daily hours.
- 22.2 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.

- 22.3 Notwithstanding that work is available and an employee is able to commence or continue work, the Employer may shut down a job to avoid the possible loss of human life because of an emergency situation such as H2S leaks, bomb threats, fire, etc., that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked.

Article 23

INCLEMENT WEATHER PAY

- 23.1 When an employee reports at the beginning of a shift but is unable to commence work because weather conditions are unsuitable, two (2) hours' pay at the appropriate straight-time rate, plus shift differential if on shift or the appropriate premium rate if on overtime, will be allowed, plus travel allowance where applicable, when an employee reports at the beginning of a shift and remains for two (2) hours at his place of work.
- 23.2 When an employee reports at the beginning of a shift and commences work but is unable to continue work because weather conditions are unsuitable, he shall receive two (2) hours' pay at the appropriate straight-time rate, plus shift differential if on shift or the appropriate premium rate if on overtime, plus travel allowance where applicable, or pay for the actual time worked for that shift, whichever is greater.

Article 24

GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

DAILY TRAVEL ALLOWANCE

- 24.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Article 24.2, on the following basis:
- (a) If an employee lives within forty (40) radius kilometers* of the project, no travel allowance will be paid.
 - (b) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive \$27.80 per day travel allowance effective May 1, 2020 (\$28.08 effective May 1, 2021, \$28.36 effective May 1, 2022, \$28.64 effective May 1, 2023, & \$28.93 effective May 1, 2024) 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.***

All distances for the purposes of Article 24 will be determined by electronic means.

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.

- (c) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive \$32.29 per day travel allowance effective May 1, 2020 (\$32.61 effective May 1, 2021, \$32.94 effective May 1, 2022, \$33.27 effective May 1, 2023, & \$33.60 effective May 1, 2024) for each day worked or reported for.
- (d) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive \$37.02 per day travel allowance effective May 1, 2020 (\$37.39 effective May 1, 2021, \$37.76 effective May 1, 2022, \$38.14 effective May 1, 2023, & \$38.52 effective May 1, 2024) for each day worked or reported for.
- (e) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Article 24.2 below, he will receive \$42.69 per day travel allowance effective May 1, 2020 (\$43.12 effective May 1, 2021, \$43.55 effective May 1, 2022, \$43.99 effective May 1, 2023, & \$44.43 effective May 1, 2024) provided he continues to travel greater than 97 radius kilometers for each day worked or reported for.
- (f) Employees using company vehicles are not entitled to daily travel.

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. All distances for the purposes of Article 24 will be determined by electronic means.

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

24.2 The following conditions will apply for employees whose regular residence* is more than 97 radius kilometers from the 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 and for which he can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and***
 2. ***The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee is forced to obtain temporary accommodation at that work location.***

- (a) An Employer may supply either:
 - (i) Room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or
 - (ii) a subsistence allowance;
 subject to Sections 24.2 (b), (c) and (d) below.
- (b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$90.99 per day effective May 1, 2020 (\$91.90 effective May 1, 2021, \$92.82 effective May 1, 2022, \$93.75 effective May 1, 2023, & \$94.69 effective May 1, 2024) for each day worked or reported for when employed at a location south of the French River and of \$111.54 per day effective May 1, 2020 (\$112.66 effective May 1, 2021, \$113.79 effective May 1, 2022, \$114.93 effective May 1, 2023, & \$116.08 effective May 1, 2024) per day for each day worked or reported for when employed at a location north of the French River subject to Sections 24.2(c) and 24.2(d) below.
- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near a project. Employees who travel daily to locations beyond 97 radius kilometers from the project will be entitled to of \$55.21 per day effective May 1, 2020 (\$55.76 effective May 1, 2021, \$56.32 effective May 1, 2022, \$56.88 effective May 1, 2023, & \$57.45 effective May 1, 2024) per day worked or reported for.
- (d) An employee employed at the Pickering or Darlington Project who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance of \$75.17 per day effective May 1, 2020 (\$77.05 effective May 1, 2021, \$78.98 effective May 1, 2022, \$80.95 effective May 1, 2023, & \$82.97 effective May 1, 2024) per day for each day worked or reported for.

24.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 24.1 and 24.2 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.

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

24.5 All applications for daily travel and room and board must be completed and filed with the Employer within seven (7) days of employment. The Employer will not be responsible for any applications filed thereafter, inclusive of an employee who has been laid off, has quit or has been terminated within the first seven (7) days of employment.

- 24.6 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:
- (a) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day, unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.
 - (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
 - (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
 - (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

Article 25

TRAVEL AND TRANSPORTATION

25.1 INITIAL EMPLOYMENT

On recruitment of tradesmen who live between 80 and 161 radius kilometers from the project, the Employer shall pay \$25.00 in Year 1 of the agreement (\$28.00 in Year 3 and \$31.00 in Year 6) for the initial trip to the project.

25.2 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario but beyond 161 radius kilometers from the project, the Employer shall pay \$0.25 per radius kilometer in Year 1 of the agreement (\$0.30 in Year 3 and \$0.33 in Year 6) plus an allowance for travel time of one hour's base rate of pay for each 80 radius kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

25.3 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 an allowance for travel time of one hour's base rate of pay for each 80 radius kilometers of travel to a maximum of 8 hours' pay for the initial trip to the

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

- 25.4 To qualify for payment in 25.1, 25.2 and 25.3, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of his job, whichever is lesser.
- 25.5 On termination of employment due to a reduction of staff, an employee entitled to payment under 25.1, 25.2 or 25.3 shall be entitled to return expenses calculated in the same manner as in 25.1, 25.2 or 25.3 above, for the return trip from the project to where the tradesman lives or place of recruitment whichever is closer to the project. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.

25.6 **TRANSFER**

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

Article 26

STANDOFF

- 26.1 When unable to proceed with his work, an Employer may elect to Standoff part or all of his crew. The parties agree Standoff is not intended to circumvent the layoff procedure.
- 26.2 The Employer reserves the right to Standoff its employees without pay up to a maximum of ten (10) consecutive working days. Notification of Standoff will be made by the Employer during normal working hours. A Record of Employment will be issued upon the commencement of the Standoff. No travel or subsistence allowance will be paid to an employee for the Standoff period.
- 26.3 If Standoff continues beyond ten (10) consecutive working days, an employee, at his option, may elect to remain on Standoff for an additional twenty (20) consecutive working days or be removed from Standoff. The Employer retains recall rights on employees electing to continue on Standoff.
- 26.4 If an employee elects layoff beyond the tenth (10th) consecutive working day, it shall be carried out in accordance with the terms of the Layoff/Seniority provisions this Agreement. An employee will be issued a Record of Employment (ROE) or provided an ROE electronically on his date of layoff indicating 'Layoff shortage of work'.
- 26.5 Standoff shall only continue beyond thirty (30) consecutive working days with the mutual consent of the Employer and the Union, in writing.

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

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

Article 27

REST PERIOD

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

Article 28

LUNCHROOM FACILITIES

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

Article 29

MEALS ON OVERTIME

29.1 Scheduled Eight (8) Hour Shifts

When an employee has not been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of the first or second shifts or for more than three and one half (3 ½) hours beyond the normal quitting time of

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

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

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

The above-noted is not applicable to the first six and one half (6 ½) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the third shift.

29.2 Scheduled Ten (10) Hour Shifts

When an employee has not been notified the previous day that he will be required to work beyond his normal quitting time, prior to commencing the overtime work, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible.

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

The above-noted is not applicable to the first ten (10) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the first and second shifts.

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

Article 30

TOOLS AND CLOTHING

- 30.1 An employee shall be required to provide himself with the ordinary hand tools of his trade, based on established trade union practices at the time of signing of this Agreement. EPSCA and the Union shall establish an appropriate tool list for each trade. The tool list is specified in the attached Appendix. Each Employer will provide, insofar as is practical, separate facilities for storing the tools of each trade, but shall not be held responsible for losses, except as noted hereunder:
- (a) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider the full estimated value on the merit of each case in determining replacement or payment. This will include only personal tools that a tradesman is required to have to perform his normal duties with his Employer.
 - (b) Each Employer will compensate his employees for ordinary hand tools and clothing lost by theft from locked storage provided by him for his employees. Claims must be submitted, in writing, and must provide substantiating evidence of forcible entry to locked storage. Payment or replacement for personal clothing lost by theft on the work site shall be limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.
 - (c) In the event of loss by fire at an Employer's camp or on the work site in an Employer designated storage area, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$500.00 for the loss of personal clothing will be made by the Employer. Payment or replacement for personal clothing lost by fire on the work site shall be limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.
 - (d) Employers may supply additional tools and equipment to employees. Employees receiving such tools or equipment shall be responsible for them in accordance with the provisions of this article. Employees will be charged for tools lost and not reported immediately.
- 30.2 An employee who has obtained tools from his Employer shall be allowed sufficient time, in the opinion of Management, to return such tools to his Employer during working hours. An employee receiving tools from his Employer shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, an employee will be allowed reasonable time to return tools to his Employer.
- 30.3 Gang tools shall be the responsibility of the Employer. They are tools which are issued to a foreman and are used by one or more members of the crew. Such tools are not identified on the Tool List, nor are they the tools and equipment identified in 30.1 of this article.

Article 31

PROTECTIVE CLOTHING AND EQUIPMENT

- 31.1 When an Employer determines that weather conditions warrant it, he will supply rainwear to employees.
- 31.2 Employees are required to wear protective clothing and use protective equipment appropriate for the work being done.
- 31.3 The protective clothing and equipment covered in 31.1 and 31.2 of this Article will be charged out to an employee and the employee shall be responsible for the return of such clothing and equipment to his Employer.
- 31.4 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$17.00 per day. A day for the purposes of this item shall be defined as any period up to twelve (12) hours.

Article 32

APPRENTICESHIP AND TRADES TRAINING

- 32.1 Apprenticeship and other training programs should be instituted as required to maintain an adequate skilled and competent work force to perform work within the electrical power systems sector by apprenticeship training programs, upgrading programs and retraining programs.
- 32.2 Apprentices shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to three (3) Journeymen. By agreement of the parties the ratio may be further reduced.
- 32.3 Effective May 1, 2020 and until April 30, 2025 the Employer agrees to pay into operative apprenticeship or training funds \$1.00 per hour worked to be deducted from each apprentice for "Apprenticeship Education Fund" and sent to the same Administrator as all other funds.
- 32.4 The Union agrees to supply EPSCA with all pertinent information regarding these funds.
- 32.5 Training programs established by the Employers to provide skills required in the electrical power systems sector shall be funded by reducing the Employer's contributions to the training fund in the specific locality where the training is taking place by an amount of money equivalent to the cost of such programs.
- 32.6 For the purposes of continued employment, the Employer may transfer apprentices to any work location.

Article 33

GRIEVANCE PROCEDURE

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

The grievance procedure and arbitration procedure in Article 33 does not apply to jurisdictional disputes.

33.2 PRELIMINARY DISCUSSION

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

33.3 FIRST STEP

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

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

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

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

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

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

33.4 SECOND STEP

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

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

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

33.5 EPSCA OR UNION GRIEVANCES

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

33.6 TIME LIMITS

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

33.7 Alleged unjustified termination, discharge, suspension or disciplinary action may be grieved against the grievor's employer beginning at First Step.

33.8 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

Article 34

ARBITRATION

- 34.1 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 33, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA or the Union to 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 arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board, when selected or appointed, will proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.

- 34.2 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.
- 34.3 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.
- 34.4 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 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.

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

Article 36

RADIATION WORK

- 36.1 (a) Local Union to be provided with a copy of Ontario Power Generation or Bruce Power Radiation Protection Regulations and any revisions.
- (b) Local Union to be provided with a copy of Ontario Power Generation or Bruce Power 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.

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

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

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

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

Article 37

ABORIGINAL CONTENT COMMITMENT

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

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

Article 38

NO STRIKE - NO LOCKOUT

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


Article 39

TERM OF AGREEMENT

39.1 This Agreement shall continue in full force and effect from May 1, 2020 until April 30, 2025, inclusive, and thereafter it shall be considered automatically renewed for successive periods of two (2) years unless at least sixty (60) days prior to the end of any two (2) year period, either party serves written notice upon the other that it desires termination, revision, or modification of any provision or provisions of this Agreement.

Upon the third (3rd) anniversary of this collective agreement the parties may initiate discussions regarding proposed changes to the agreement. These discussions will take place upon mutual consent by both parties with the requesting party providing a minimum of sixty (60) days notice.

IN WITNESS WHEREOF, the parties through their duly authorized officers have executed this Agreement, this 16 day of April, 2020.



THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION



ONTARIO COUNCIL of the INTERNATIONAL
UNION of PAINTERS and ALLIED TRADES

APPENDIX A

TOOL LIST

ONTARIO COUNCIL of the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

PAINTERS

- clean white overalls
- dusters
- putty knife
- broad knife

GLAZIERS

- 1 - safety helmet
- 1 - pair of eye goggles with case
- 1 - pair of hand rubber pads
- 1 - set allen keys
- 1 - caulking gun
- 1 - c-clamp
- 1 - centre punch
- 1 - chalk line
- 1 - wood chisel
- 1 - cold chisel
- 1 - 15 m 3-wire extension cord
- 1 - pair of glass pliers
- 1 - hack saw frame
- 1 - claw hammer
- 1 - rubber or plastic hammer
- 1 - hole saw with arbor
- *1 - 600 mm level
- *1 - 5 m measuring tape
- 1 - nail punch
- 1 - 100 mm paint brush
- 1 - combination pliers
- 1 - plumb bob
- 1 - pointing trowel
- 1 - putty knife - straight
- 1 - putty knife - bent
- 1 - neoprene roller

**Measurement Sensitive*

(APPENDIX A -Tool List - continued)

- 1 - razor blade scraper
- 1 - screwdriver - Robertson drive - green, red and black
- 1 - screwdriver - Phillips drive - #1, #2, and #3
- 1 - screwdriver - straight drive - 150 mm, 200 mm, and 250 mm
- 1 - adjustable wrench
- 1 - set of open end wrenches - 3/8" to 1"
plus metric size 8 mm to 21 mm
- 1 - scribe
- 1 - combination square
- 1 - bevel square
- 1 - set of triple suction cups
- 1 - pair of tin snips 1 - tool box
- 1 - wrecking bar - webbing straps
approximately 3 mm x 100 mm x 18 m

TAPERS

- 3 - broad knives
- 1 - taper's trowel
- 1 - corner knife
- 1 - hawk
- 1 - hammer
- 1 - sandpaper block

APPENDIX B

FOREMAN APPENDIX

EPSCA and the Union have agreed that the following conditions apply to Foremen

Article 1

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

Article 2

- 2.1 Foremen are the first level of management supervision and, as such, are management representatives. In this capacity, they will exercise duties and responsibilities, as established by their Employers, and will not work with the tools of the trade, except as provided for in the individual trade appendices' articles.

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

Article 3

EMPLOYERS' RIGHT TO SELECT

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

Article 4

UNION AFFILIATION

- 4.1 In accordance with the "Union Security" article of this Agreement, and in accordance with Article 3, Employers' Right to Select, contained in this Appendix, the appropriate Union affiliation for foremen shall be determined, as follows:

(APPENDIX B – Foreman Appendix - continued)

- (a) Foremen appointed by internal promotion shall retain the Union membership held prior to appointment.
- (b) Foremen recruited externally shall:
 - (i) if a Union member, continue that Union membership; or
 - (ii) if not a Union member, join the appropriate Union in keeping with the nature of the work to be done.

Article 5

WAGES

- 5.1 The rates of pay for foremen covered by this Appendix shall be the greater of:
- (i) \$3.00 per hour above the journeyman rate; or
 - (ii) the Employer's current practice; or
 - (iii) the rate negotiated in appropriate local agreements.

Article 6

WEEKLY HOURS OF WORK

- 6.1 When the normal weekly hours of work are amended by the "exceptions" recognized under this Agreement, the weekly hours of work for foremen shall be the same as for the tradesmen represented by the Union with which the foreman is affiliated.

Article 7

SHIFT DIFFERENTIAL RATE

- 7.1 Foremen required to work shift work other than the regular day shift shall receive the same shift differential rate as the tradesmen represented by the Union with which the foreman is affiliated.

Article 8

OVERTIME RATES

- 8.1 Overtime rates for work performed outside normal hours as defined in the "Hours of Work" article contained in this Agreement and outside hours of work amended by the "exceptions" recognized under this Agreement, shall be the same as for tradesmen represented by the Union with which the foreman is affiliated.

(APPENDIX B – Foreman Appendix - continued)

Article 9

BENEFITS

- 9.1 The Employer agrees to pay into operative welfare and pension plans on behalf of foremen covered by this Appendix. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradesmen represented by the Unions with which the foremen are affiliated.

Article 10

MOBILITY

- 10.1 To maintain efficiency and productivity, an Employer shall have the right to move foremen from construction site to construction site, as determined at the pre-job conference.

Article 11

APPRENTICESHIP AND TRAINING PROGRAMS

- 11.1 The Employer agrees to pay into operative apprenticeship and training funds on behalf of foremen covered by this Appendix. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradesmen represented by the Union with which the foremen are affiliated.

Article 12

TOOLS AND CLOTHING

- 12.1 On a charge-out basis, the Employer shall supply foremen with protective clothing appropriate for the conditions under which the work is being done.
- 12.2 Foremen shall be accountable, but not liable, for gang tools used by their crew.

APPENDIX C

MOOSE RIVER BASIN: NORTHERN ONTARIO

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

Camp Conditions

- (a) An Employer may elect to provide free room and board in camp at no cost to the employee. Where the Employer elects to provide a camp such employees will not be entitled to receive a daily travel or room & board allowance.
- (b) When an Employer does not elect to provide free room and board in camp, the employee will be entitled to receive a daily travel or room and board allowance as set out in Articles 24.1 and 24.2 (and Sections 1.1 and 1.4 in Appendix F Lines and Stations).
- (c) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.
- (d) An employee who is absent from work without approval and who remains in camp and is still absent from work the following day without approval will be charged \$25.00 for the day of absence and each successive day of unapproved absence.

Hours of Work

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

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

Wrap Around

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

- (a) If an employee lives within 161 radius kilometres* from the project, the Employer shall pay forty dollars (\$40.00).
- (b) If an employee lives greater than 161 radius kilometres* from the project, the Employer shall pay as an allowance, sixty dollars (\$60.00) plus travel time based on the equivalent of one (1) hour's base rate of pay for each eighty (80) kilometres** from where the employee lives or place of recruitment, whichever is closer to the project.

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

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

APPENDIX D
7-DAY COVERAGE
NUCLEAR SITES

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

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

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

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

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

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

Notice Provision

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

Shift Provisions

Day Shift

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

Afternoon Shift

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

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

Night Shift

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

All Shifts

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

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

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

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

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

APPENDIX E

7-DAY COVERAGE

HYDRO ONE (LINES AND STATIONS)

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

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

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

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

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

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

First Shift

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

Second Shift

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

Third Shift

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

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

All Shifts

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

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

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

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

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

APPENDIX F

LINES AND STATIONS

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

The following Articles will be moved from the main body of the agreement into this Appendix;

Article 26 - Hydro One (Lines and Stations) Construction Daily Travel Allowance and Room and Board

Article 27 - Hydro one (Lines and Stations) Daily Travel Time

ARTICLE 1 - LINES AND STATIONS CONSTRUCTION DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

1.1 DAILY TRAVEL ALLOWANCE

The daily travel allowance will be paid by the Employers to their employees who are not living in camp or receiving a subsistence allowance as referred to in Article 1.4, on the following basis:

- (a) If an employee lives less than fifty (50) road-driven kilometers from the work location or declared assembly point, no travel allowance will be paid.
- (b) If an employee lives fifty (50) to seventy (70) road-driven kilometers from the work location or declared assembly point, he shall receive \$26.20 per day effective May 1, 2020 (\$26.46 effective May 1, 2021, \$26.72 effective May 1, 2022, \$26.99 effective May 1, 2023, & \$27.26 effective May 1, 2024) for each day worked or reported for.
- (c) If an employee lives seventy (70) to ninety-six (96) road-driven kilometers from the work location or declared assembly point, he shall receive \$30.17 per day effective May 1, 2020 (\$30.47 effective May 1, 2021, \$30.77 effective May 1, 2022, \$31.08 effective May 1, 2023, & \$31.39 effective May 1, 2024) for each day worked or reported for.
- (d) If an employee lives ninety-six (96) to one hundred and ten (110) road-driven kilometers from the work location or declared assembly point, he shall receive \$34.14 per day effective May 1, 2020 (\$34.48 effective May 1, 2021, \$34.82 effective May 1, 2022, \$35.17 effective May 1, 2023, & \$35.52 effective May 1, 2024) for each day worked or reported for.
- (e) If an employee lives greater than or equal to one hundred and ten (110) road-driven kilometers from the work location or declared assembly point, and does

not qualify for subsistence allowance under Section 1.4 below, he shall receive \$37.82 per day effective May 1, 2020 (\$38.20 effective May 1, 2021, \$38.58 effective May 1, 2022, \$38.97 effective May 1, 2023, & \$39.36 effective May 1, 2024) provided he continues to travel greater than or equal to one hundred and ten (110) road-driven kilometers daily for each day worked or reported for.

(f) Employees using company vehicles are not entitled to daily travel.

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

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

1.4 ROOM AND BOARD

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

(a) An employer may supply either:

- (i) room and board in camp or a good standard of board and lodging; or
- (ii) a subsistence allowance;

subject to Sections 1.4 (b) and (c) below.

(b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$98.59 per day effective May 1, 2020 (\$99.58 effective May 1, 2021, \$100.58 effective May 1, 2022, \$101.59 effective May 1, 2023, & \$102.61 effective May 1, 2024) per day for each day worked or reported for subject to Article 1.4(c) below.

(c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the work location. Employees who travel daily to locations greater than or equal to one hundred and ten (110) road-driven kilometers from the project will be entitled to \$47.41 per day effective May 1, 2020 (\$47.88 effective May 1, 2021, \$48.36 effective May 1, 2022, \$48.84 effective May 1, 2023, & \$49.33 effective May 1, 2024) for each day worked or reported for.

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

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

- (d) When an employee's regular residence is more than six hundred (600) road-driven kilometers from the project, and the job or project is worked on a four ten (4x10) hour work week, the employee shall receive room and board allowance on a five day basis for a regular work week. If the employee is required to work an additional ten (10) hour shift beyond the normal four ten (4x10) hour shift, the employee will be entitled to room and board allowance for an additional ten (10) hour shift worked to a maximum of seven (7) days room and board in a week.
- (e) If an apprentice does not qualify for Room and Board under Article 1.4 and lives greater than or equal to one hundred and ten (110) road-driven kilometers from the project, he or she shall receive daily travel rates as per the rates in Article 1.1 (e).

1.5 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Articles 1.1 and 1.4 above, when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer. Such permission shall not be unreasonably denied.

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

1.7 All applications for daily travel and room and board must be completed and filed with the Employer within seven (7) days of employment. The Employer will not be responsible for any applications filed thereafter, inclusive of an employee who has been laid off, has quit or has been terminated within the first seven (7) days of employment.

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

- a) An employee who remains in camp on a normally scheduled workday on which he does not work will be charged \$25.00 per day unless he is excused from work

by an authorized representative of his Employer.

- b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
- c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
- d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

ARTICLE 2 - HYDRO ONE (LINES AND STATIONS) DAILY TRAVEL TIME

- 2.1 All travel time will be outside of normal working hours.
- 2.2
 - a) An employee will be paid his straight-time rate for all time spent travelling from his assembly point to his work location on normal working days.

An employee will be paid premium time for all time spent travelling from his assembly point to his work location on days other than normal working days.
 - b) An employee will travel up to a maximum of one hour on his own time when returning from his work location to his assembly point. An employee will be paid his straight-time rate for all time spent travelling in excess of one hour.
- 2.3 All time in excess of one hour spent travelling from the work location to the assembly point on non-working days shall be compensated for at the appropriate premium rates of pay.
- 2.4 The Employer will supply transportation between the assembly points and work locations.

ARTICLE 3 - LINES AND STATION CONSTRUCTION TRAVEL AND TRANSPORTATION

3.1 INITIAL EMPLOYMENT

On recruitment of tradesmen who live between ninety-six (96) to one hundred and eighty-nine (189) road-driven from the project, the Employer shall pay \$31.00 for the initial trip to the project.

3.2 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario but beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay \$0.33 per road-driven kilometer plus an allowance for travel time of one hour's base rate of pay for each ninety-six (96) road-driven-kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

3.3 NON-ONTARIO RESIDENTS

On recruitment of tradesmen who live outside Ontario and beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay the equivalent of the cost of public transportation plus an allowance for travel time of one hour's base rate of pay for each ninety-six (96) road-driven kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

3.4 To qualify for payment in 3.1, 3.2 and 3.3 of this Article, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of his job, whichever is lesser.

3.5 On termination of employment due to a reduction of staff, an employee entitled to payment under 3.1, 3.2 or 3.3 of this Article shall be entitled to return expenses calculated in the same manner as in 3.1, 3.2 or 3.3 above, for the return trip from the project to where the tradesman lives or place of recruitment whichever is closer to the project. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.

3.6 TRANSFER

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

ARTICLE 4 - MOBILITY

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

4.1 When performing work on a new construction project that spans multiple local union geographical jurisdictions, the EPSCA owner/contractor shall have the opportunity to keep the crew intact, and move the entire crew across geographical jurisdictions

4.2 The EPSCA owner/contractor will inform the local union hall of who the "travelers" are, the classifications they occupy and the local they belong to *in advance* of beginning work in the new geographical area (e.g. at the mark-up meeting, if one is required for the specific project).

- 4.3 Where mutually agreeable, the EPSCA owner/contractor may agree to modify the make-up of the crew by replacing incumbent “travelers” with local members on the local union’s out-of-work list.

Article 5 - FLAME RESISTANT CLOTHING

The wearing of flame and arc resistant clothing has been made mandatory on Hydro One construction sites. In recognition of this requirement, employees will be issued an initial allotment of \$300.00 to purchase such clothing from the approved supplier, as directed by the Employer. When an employee has been working for the Employer for one month and is expected to continue working for the Employer, an additional allotment of \$300.00 may be provided at the discretion of the Employer.

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


Article 6 –WAGES

Hydro One Direct Hires Only: For any overpayment that amounts to \$250.00 or less, the Employer will deduct the full amount of the overpayment from the next regular pay. Notification of the overpayment will be sent to the employee and the union. The employer shall advise the union and obtain the employee’s consent prior to recovery of the funds for any overpayment over \$250.00. Should the employee withhold consent, the employer reserves its right to seek recovery through the grievance procedure or other legal proceedings.

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

Dated at Toronto, this 16 day of April, 2020


NELSON GARBETT
Ontario Council of the International
Union of Painters and Allied Trades


EPSCA

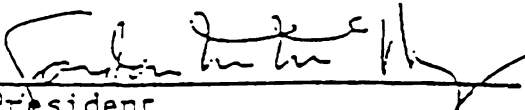
STATEMENT OF UNDERSTANDING NO. 1

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


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

For:

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION



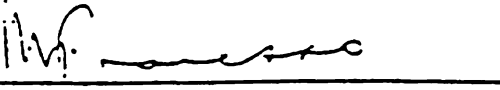
President



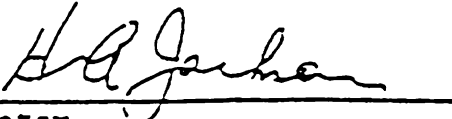
Director



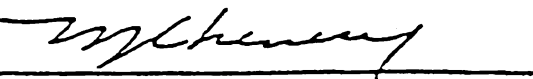
Director



Director



Director



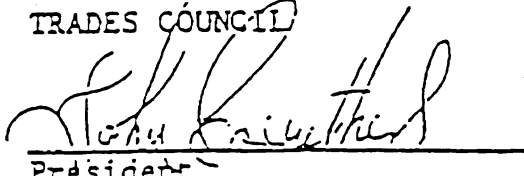
General Manager



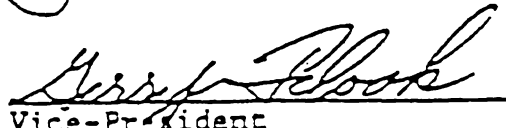
Secretary-Treasurer

For:

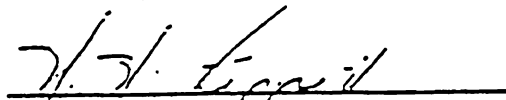
ONTARIO ALLIED CONSTRUCTION
TRADES COUNCIL



President

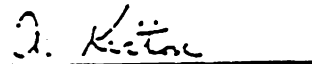


Vice-President




Secretary-Treasurer

For the Member Unions



International Association of
Heat and Frost Insulators and
Asbestos Workers

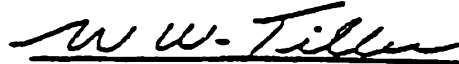


International Brotherhood of
Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers
and Helpers

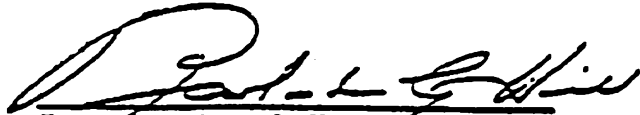
STATEMENT OF UNDERSTANDING NO. 1 (continued)



International Brotherhood of
Painters and Allied Trades



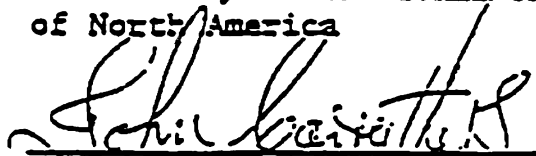
International Brotherhood of
Teamsters, Chauffeurs,
Warehousemen and Helpers of
America



International Union of
Operating Engineers



Labourers' International Union
of North America



United Brotherhood of
Carpenters and Joiners of
America

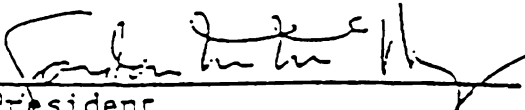
STATEMENT OF UNDERSTANDING NO. 2

It is recognized and agreed by The Electrical Power Systems Construction Association and the Ontario Allied Construction Trades Council that foremen covered by the Collective Agreement between The Electrical Power Systems Construction Association and the Ontario Allied Construction Trades Council who are employed by Ontario Hydro and who possess full regular status will not be required to comply with subsection (b) section 1 of Article 11, Union Security, of the Master Portion of the Collective Agreement. However, if any of these foremen join a member Union of the Council they will be put on checkoff and will be required to maintain their membership in the Union.


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

For:

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION



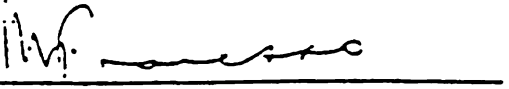
President



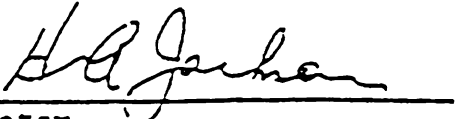
Director



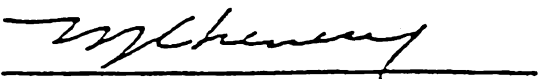
Director



Director



Director



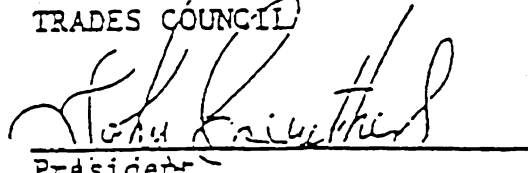
General Manager



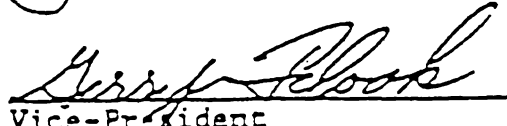
Secretary-Treasurer

For:

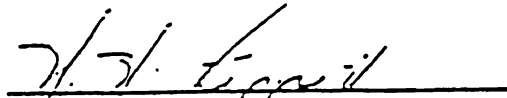
ONTARIO ALLIED CONSTRUCTION
TRADES COUNCIL



President

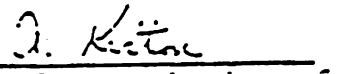


Vice-President




Secretary-Treasurer

For the Member Unions



International Association of
Heat and Frost Insulators and
Asbestos Workers



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

STATEMENT OF UNDERSTANDING NO. 2 (continued)

W. J. Di

International Brotherhood of
Painters and Allied Trades

W. W. Tillen

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

Paul L. Collins

International Union of
Operating Engineers

Harold F. Black

Labourers' International Union
of North America

Phil Caruthers

United Brotherhood of
Carpenters and Joiners of
America

STATEMENT OF UNDERSTANDING NO. 3

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

STATEMENT OF UNDERSTANDING NO. 4

between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

and the


**ONTARIO COUNCIL of the INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES**

EMPLOYMENT REFERRALS

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

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

Dated at Toronto, this 16 day of April, 2020.



ONTARIO COUNCIL of the
INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES
NELSON GARBETT



EPSCA

STATEMENT OF UNDERSTANDING NO. 5

Between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

And

**ONTARIO COUNCIL of the INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES**

It is agreed that an employer may refuse to hire former employees who have retired and signed a waiver that they will not be re-employed.

Dated at Toronto, this **14th** day of **March, 2005** .

Wm. Nicholls

M.R. Jackson

ONTARIO COUNCIL of the
INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES

EPSCA

Letter of Understanding No. 1

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

And

**ONTARIO COUNCIL of the INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES**

In producing the EPSCA and the Ontario Council of the International Union of Painters and Allied Trades ('Painters') 2004 - 2010 Collective Agreement the parties were required to use and integrate a number of previous Agreements. Specifically, these were the Master Portion (Power Council and EPSCA), Foreman Appendix, Painters Appendix, and Memorandums of Agreement dated June 3, 2004 and May 30, 2000.

The parties agree that the Recognition Clause (Article 1) in the aforementioned 2004 - 2010 Collective Agreement is meant to capture the jurisdiction of the Painters stemming from the previous Collective Agreement. For clarity's sake, it is meant to neither add to nor subtract from the Painters' previous jurisdiction.

Wm. Nicholls

M.R. Jackson

Ontario Council of the International
Union of Painters and Allied Trades

EPSCA

Dated at Toronto, this **14th** day of **March, 2005** .

Letter of Understanding No. 2

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

And

**ONTARIO COUNCIL of the INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES**

This letter of understanding applies to Lines and Stations, will be implemented after confirmation that the OIFSC/OFTI Ontario, IFSTC Certificates and other training provided by the Union meets the Employers requirements as "Industry Standard Training" for the purposes of this LOU.

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

1. The EPSCA owners will continue to mandate the training requirements for workers on EPSCA owner sites.
2. Painters will attend industry standard training on their own time and complete it prior to referral and the Union will provide proof of successful completion to the Owner with the referral package. The parties agree that the following training courses will be recognized as industry standard:
 - WHMIS
 - Fire Safety
 - Working at Heights/ Fall Protection
 - Elevated Work Platform/ Aerial Device
 - Standard First Aid/CPR/AED
 - Electrical Safety Awareness
3. The parties agree that EPSCA employers can refuse to hire workers without industry standard training as listed above.

Dated at Toronto, this 16 day of April, 2020


Nelson G. Bennett
Ontario Council of the International
Union of Painters and Allied Trades


EPSCA

Letter of Understanding No. 3

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

And

ONTARIO COUNCIL of the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

RE: 6 x 3 SCHEDULE- NUCLEAR ONLY

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

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

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

It is intended that this schedule will be worked on a six (6) day, ten (10) hour per day schedule, with overtime paid in accordance with Article 16 - Overtime Rates after eight (8) hours per day Monday to Friday.

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

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

Shift changes amongst employees must be authorized by the employer.

Shift Provisions

Day Shift

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

Afternoon Shift

Regularly scheduled hours of work per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of one-seventh (1/7) of the straight time hourly rate.

Night Shift

Regularly scheduled hours of work per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of one-fifth (1/5) of the straight time hourly rate.

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid at two times the straight time hourly rate. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

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

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

Overtime Rates

This is to clarify that overtime will be paid in accordance with Article 16 - Overtime Rates.

Dated at Toronto, this 16 day of April, 2020


NELSON G. G. G.

Ontario Council of the International
Union of Painters and Allied Trades


ALAN COHEN

EPSCA

Letter of Understanding No. 4

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

ONTARIO COUNCIL of the INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES

RE: HELMETS TO HARDHATS

EPSCA and the Union will contribute 1 cent/hour worked effective May 1, 2020- April 30, 2025.

Dated at Toronto, this 16 day of April, 2020


NELSON GARRETT
Ontario Council of the International
Union of Painters and Allied Trades


EPSCA

Letter of Understanding No. 5

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

ONTARIO COUNCIL of the INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES

RE: COLLECTIVE AGREEMENT AND WAGE SCHEDULE IMPLEMENTATION

The Union will have 15 calendar days from ratification to provide the breakdown of pension, welfare, benefits to EPSCA.

The parties will have 30 calendar days upon ratification to review, approve and implement the wage schedules.

The parties will have 60 calendar days from ratification to review, approve the new collective agreement.

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

Dated at Toronto, this 16 day of April, 2020


NELSON GARRETT
Ontario Council of the International
Union of Painters and Allied Trades


EPSCA

Letter of Understanding No. 6

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

ONTARIO COUNCIL of the INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES

RE: APPRENTICES

1. The Union and the Employer shall maintain a balanced apprenticeship program. All levels of apprentices shall be made available.
2. If an apprentice does not qualify for Room and Board under Article 24.2 and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel rates as per the rates in Article 24.1 (e).
3. The Joint Training and Apprenticeship Committee (JTAC) shall allow for participation of EPSCA and/or an Employer Delegate.

Dated at Toronto, this 16 day of April, 2020



NELSON GORDON
Ontario Council of the International
Union of Painters and Allied Trades



EPSCA