

**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, 2025 – APRIL 30, 2030**

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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 forepersons 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 forepersons 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 "foreperson" shall include all forepersons of the Employers between the ranks of, but not including, working foreperson and general foreperson.

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  
Subforeperson  
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 Forepersons**

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

## Article 3 FORM OF AGREEMENT

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

There shall be an appendix negotiated by the Union for forepersons. The agreement and the Foreperson'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 chairperson of each EPSCA Project Committee shall be appointed by EPSCA.
- 5.6 The chairperson of each Union Project Committee shall be appointed by the Union members.
- 5.7 Chairpersonship of the meetings will alternate between the EPSCA Project Committee chairperson and the Union Project Committee chairperson.
- 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 their 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 their duties only in respect to employees of their Employer. A Chief Steward, in order to carry out their duties in respect to employees of other than their Employer, shall first involve the EPSCA Representative. Any steward shall obtain permission from their immediate supervisor before leaving their work area for Union business. Such permission shall not be unreasonably denied.

For the Pickering, Darlington and Bruce Power LP Nuclear sites, a Chief Steward at each site shall be paid at the foreperson rate. All Chief Stewards in receipt of the foreperson rate are still eligible to work on the tools.

The foreperson rate does not apply when Chief Stewards are working overtime on the tools.

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 their Employer, and provided the steward is able to perform the work required, they will be the last employee to be retained by their 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 they are qualified to perform the work.
- 7.4 No foreperson or subforeperson 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) Forepersons

As a condition of employment, all forepersons 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 forepersons maintain their Union membership in good standing.

### **11.2 CHECKOFF**

The Employers shall deduct Union initiation fees and dues from their employees' and foreperson'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 forepersons 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 workforce requirements for all employees coming within the scope of this Agreement.
- 12.5 Where key tradespersons are required, Employers reserve the right to employ, transfer and retain six (6) key tradespersons 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 tradespersons and apprentices, excluding key tradespersons and tradespersons 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 tradespersons and apprentices required. The request will include a description of the work, the number of qualified tradespersons and apprentices required, and the name of the Employer for whom the tradespersons 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 tradespersons and apprentices to meet the workforce requirements of the Employers, the Employers may employ tradespersons and apprentices who are resident within the geographic area. Such tradespersons 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 tradespersons and apprentices within the geographic area has been exhausted and additional tradespersons and apprentices are required, EPSCA will contact the International Representative for the trade concerned, or their designee, in order to determine whether suitable Union tradespersons and apprentices are available outside of the geographic area. EPSCA will co-operate in providing employment to such Union tradespersons 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 ninety (90) 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 Foreperson's Appendix, the Employer shall have the right to move forepersons from construction site to construction site.

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

- (i) Forepersons who are transferred into an OPG, Bruce Power or Hydro One construction site as a foreperson shall be laid off as a foreperson or transferred out to another OPG, Bruce Power or Hydro One construction site as a foreperson,



- (ii) A tradesperson who has been elevated to the foreperson level by the Employer during the course of their employment on an OPG, Bruce Power or Hydro One construction site, shall be returned to their last trade classification. The tradesperson will assume their position on the seniority list based on their 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 twelve (12) 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 fifth (1/5) for normal scheduled shift hours worked. For clarity, this only applies on a one (1) or two (2) shift operation.

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. Employees required to work shift work on the second shift of a three (3) shift operation shall receive a shift differential of one-seventh (1/7) 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. \

#### 15.6 NORTHERN HOURS OF WORK

For work North of the French River, in remote locations where it is not practical for employees to return home daily, the Employer, at their discretion, may establish a shift consisting of fourteen (14) consecutive days, at the applicable rates, followed by seven (7) consecutive days off.

15.7 The Union and EPSCA may, upon mutual agreement, establish alternative work schedules.

### **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, 2025 and until April 30, 2030 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 journeyperson 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 they are qualified to perform the work and it is with their Employer. When the Chief Steward declines the opportunity to work overtime, they 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, 2025 and until April 30, 2030 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:

10 meters or over - \$1.00 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.
  - (b) Direct deposit may be implemented at the Employer’s option.
  - (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) The Employer will make an electronic statement available, 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.

## 19.2 ON TERMINATION

- (a) An employee who voluntarily terminates their employment will be provided their final pay on the next regular payday.
- (b) An employee who is laid off from a Generation Project will have their final pay and termination documents mailed to their 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 their final pay and termination documents mailed to their last known address on file with the Employer within eight (8) working days of termination. This does not preclude an employee being issued their 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 their 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, they will be paid for a reasonable amount of time by the Employer if they are required to travel or wait unduly before they receive their 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 their 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 journeyperson 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 journeypersons 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 The parties agree there is benefit to continue addressing the mental and physical well being of our members. In support of the objectives of the De Novo Treatment Centre, the Parties to this Agreement agree that \$0.10 per hour worked shall be contributed to De Novo. Each Employer and employee, working under the terms and conditions of this Agreement shall each contribute \$0.05 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 their normal hours of work, they 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 they commence work until the start of their normal hours and will revert to their normal hourly rate at the commencement of their 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 their Employer, shall receive a minimum of a half shifts pay (4 hours or 5 hours) at the applicable rate when they report for work, but is given no opportunity to work because none is available. This allowance will be paid to an employee if they are 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 they are 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 their 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, three (3) 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 three (3) hours at their 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, they shall receive three (3) 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 less than fifty road-driven kilometers from the project, no travel allowance will be paid.
- (b) If an employee lives within 50 to 70 road-driven kilometers from the project, they shall receive the rates as set out below for each day worked or reported for.
- (c) If an employee lives within 70 to 96 road-driven kilometers from the project, they shall receive the rates as set out below for each day worked or reported for.
- (d) If an employee lives within 96 to 110 road-driven kilometers from the project, they shall receive the rates as set out below for each day worked or reported for.
- (e) If an employee lives greater than or equal to 110 road-driven kilometers from the project and does not qualify for subsistence allowance under Article 24.2 below, they will receive the rates as set out below provided they continue to travel greater than or equal to 110 road-driven kilometers for each day worked or reported for.

Daily Travel Rates - Painters (Generation)				
Year	50-70 road-driven km 24.1 (b)	70-96 road-driven km 24.1 (c)	96-110 road-driven km 24.1 (d)	>110 road-driven km 24.1 (e)
2025-05-01	\$33.14	\$38.50	\$42.00	\$60.00
2026-05-01	\$33.97	\$39.46	\$43.05	\$60.00
2027-05-01	\$34.82	\$40.45	\$44.13	\$60.00
2028-05-01	\$35.69	\$41.46	\$45.23	\$60.00
2029-05-01	\$36.58	\$42.50	\$46.36	\$60.00

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



For the purpose of the Collective Agreement, “road-driven kilometers” is based on the shortest available road-driven distance from where an employee lives to the project as measured through Google Maps.

## ROOM AND BOARD

24.2 The following conditions will apply for employees whose regular residence\* is greater than or equal to 110 road-driven 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 they 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 their option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of the rates as set out below for each day worked or reported for when employed at a location south of the French River and the rates as set out below 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 greater than or equal to 110 road-driven kilometers from the project will be entitled to the rates as set out below 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 the rates as set out below per day for each day worked or reported for.

- (e) An employee employed at the Bruce Power site who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance of the rates as set out below per day worked or reported for.

Room and Board - Painters (Generation)				
Year	North of the French 24.2 (b)	South of the French 24.2 (b)	DNGS/PNGS 24.2 (d)	Bruce Power 24.2 (e)
2025-05-01	\$135	\$120	\$115	\$135
2026-05-01	\$140	\$125	\$120	\$140
2027-05-01	\$145	\$130	\$125	\$145
2028-05-01	\$150	\$135	\$130	\$150
2029-05-01	\$155	\$140	\$135	\$155

- 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 their scheduled daily hours unless excused by an authorized representative of their Employer.
- 24.4 All applications for daily travel and room and board must be completed and filed with the Employer within seven (7) days of the start 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.
- 24.5 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:
- (a) An employee who remains in camp on a normally scheduled work day on which they do not work will be charged \$25.00 per day, unless they are excused from work for a legitimate reason by the project medical attendant or an authorized representative of their 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.

- 24.6 If an apprentice does not qualify for Room and Board under Article 24.2 and lives greater than or equal to 110 road-driven kilometers from the project, they shall receive daily travel rates as per the rates in Article 24.1 (e).

## **Article 25 TRAVEL AND TRANSPORTATION**

### **25.1 INITIAL EMPLOYMENT**

On recruitment of tradespersons who live between 96 and 189 road-driven kilometers from the project, the Employer shall pay \$50.00 for the initial trip to the project.

### **25.2 ONTARIO RESIDENTS**

On recruitment of tradespersons who live in Ontario but beyond 189 road-driven kilometers from the project, the Employer shall pay \$0.47 per road-driven kilometer ,plus an allowance for travel time of one hour's base rate of pay for each 96 road-driven kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesperson lives or place of recruitment, whichever is closer to the project.

### **25.3 NON-ONTARIO RESIDENTS**

On recruitment of tradespersons who live outside Ontario and beyond 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 96 road-driven kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesperson 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 their 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 tradesperson 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 their work, an Employer may elect to Standoff part or all of their 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 their 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 (10<sup>th</sup>) consecutive working day, it shall be carried out in accordance with the terms of the Layoff provisions this Agreement. An employee will be issued a Record of Employment (ROE) or provided an ROE electronically on their 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 they 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, they 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 they shall be provided with a meal. The Employer will supply a hot meal when possible. If supplying a hot meal is not possible, the Employer will pay the employee \$25.00. 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 they 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 they will be required to work beyond their normal quitting time, prior to commencing the overtime work, they 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 they shall be provided with a meal. The Employer will supply a hot meal when possible. If supplying a hot meal is not possible, the Employer will pay the employee \$25.00.

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 they 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 their 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 tradesperson is required to have to perform their normal duties with their Employer.
  - (b) Each Employer will compensate their employees for ordinary hand tools and clothing lost by theft from locked storage provided by them for their 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 tradesperson is required to have to perform their normal duties with their Employer.

- (c) In the event of loss by fire at an Employer's camp or on the work site in an Employer designated storage area, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$750.00 for the loss of personal clothing will be made by the Employer. Payment or replacement for personal clothing lost by fire on the work site shall be limited to clothing that a tradesperson is required to have to perform their normal duties with their 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 their Employer shall be allowed sufficient time, in the opinion of Management, to return such tools to their Employer during working hours. An employee receiving tools from their 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 their Employer.
- 30.3 Gang tools shall be the responsibility of the Employer. They are tools which are issued to a foreperson 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, they 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 their 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 twenty dollars (\$20.00) 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 two (2) Journeypersons. By agreement of the parties the ratio may be further reduced. The Employer reserves the right to retain one (1) Registered Apprentice regardless of seniority.
- 32.3 The Union agrees to supply EPSCA with all pertinent information regarding these funds.
- 32.4 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.
- 32.5 For the purposes of continued employment, the Employer may transfer apprentices to any work location.
- 32.6 The Union and the Employer shall maintain a balanced apprenticeship program. All levels of apprentices shall be made available.
- 32.7 The Joint Training and Apprenticeship Committee (JTAC) shall allow for participation of EPSCA and/or an Employer Delegate.

### **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 the Employer 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 their steward and the employee's supervisor. If the employee affected is a foreperson, the preliminary discussion will be between the Accredited Union Representative and the foreperson'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 the Employer 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 the Employer shall investigate the grievance and convene a First Step meeting which they or the Accredited Union Representative considers necessary to resolve it.

The Management Committee shall be comprised of the Appropriate EPSCA Representative or the Employer 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 the Employer shall give their 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 the Employer. The Accredited Union Representative for the grievor will file a copy with the Union.

The EPSCA Representative or the Employer 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 or the Employer. 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 or the Employer shall investigate the grievance and convene a meeting which they or the International Representative considers necessary to resolve it and give their 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 their designate for the grievor. If the International Representative elects to appoint a designate, they 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 Chairperson. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chairperson, 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 Chairperson 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 Chairperson 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 their 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 (Greenperson) 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 Greenperson training only those employees who are members of the Local Union for the Project.

R.P.A. will be paid the appropriate equivalent foreperson'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 Greenpersons in sequence from the out-of-work list to the location from where they were laid off. Recalled Greenpersons will perform sufficient Greenpersonwork to maintain their skill level.

### **Article 37 INDIGENOUS CONTENT COMMITMENT**

- 37.1 Where an Indigenous 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 Indigenous content commitments, the terms of the collective agreement will not apply to those Indigenous commitments.

The parties acknowledge the traditional lands and treaty territories of the Indigenous communities of Ontario and are committed to a strong and respectful relationship with participating Indigenous communities.

The parties agree to work together with the Indigenous communities proactively towards removing barriers that hinder the appropriate participation of Indigenous people in the Building Trade Union workforce.

The terms and conditions of this article may be modified by the mutual consent of the Union and EPSCA when they deem it prudent.

### **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 EQUITY, DIVERSITY AND INCLUSION**

- 39.1 The parties are committed to achieving and maintaining a fair and representative work force through EDI strategies intended to reduce barriers to equity, diversity and inclusivity in the EPSCA sector. To further this goal, EDI initiatives shall be a standing agenda item at regularly scheduled meetings between the parties.

### **ARTICLE 40 RESPECT IN THE WORKPLACE**

- 40.1 The Union commits to training its members in "Respect in the Workplace" within six (6) months of signing of the Collective Agreement.

### **ARTICLE 41 HELMETS TO HARDHATS**

- 41.1 EPSCA and the Union will contribute 2 cents/hour worked.

**Article 42 TERM OF AGREEMENT**

42.1 This Agreement shall continue in full force and effect from May 1, 2025 until April 30, 2030, 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 (3<sup>rd</sup>) 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 23 day of April, 2025

*Alex Lolua*

\_\_\_\_\_  
THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION

*Nelson Garbett*

\_\_\_\_\_  
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 FOREPERSON APPENDIX**

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

### **Article 1**

- 1.1 It is understood that forepersons 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 forepersons 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 forepersons, the Employers and the Unions.

### **Article 2**

- 2.1 Forepersons 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 forepersons to discharge their managerial duties. If the Union feels that a foreperson is not discharging their managerial duties in a manner that is fair, equitable and without bias, or if an Employer feels that a Union is interfering with a foreperson in the performance of their 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 forepersons will be the responsibility of the Employers. When making appointments to the foreperson level, the Employers will give consideration to those journeypersons they presently employ. The appointment of forepersons 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 forepersons shall be determined, as follows:



**(APPENDIX B – Foreperson Appendix - continued)**

- (a) Forepersons appointed by internal promotion shall retain the Union membership held prior to appointment.
- (b) Forepersons 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 forepersons covered by this Appendix shall be the greater of:
- (i) twelve percent (12%) above the journeyman base hourly 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 forepersons shall be the same as for the tradespersons represented by the Union with which the foreperson is affiliated.

**Article 7**

**SHIFT DIFFERENTIAL RATE**

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

**(APPENDIX B – Foreperson Appendix - continued)**

**Article 9**  
**BENEFITS**

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

**Article 10**  
**MOBILITY**

- 10.1 To maintain efficiency and productivity, an Employer shall have the right to move forepersons 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 forepersons covered by this Appendix. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradespersons represented by the Union with which the forepersons are affiliated.

**Article 12**  
**TOOLS AND CLOTHING**

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

## APPENDIX C MOOSE RIVER BASIN: NORTHERN ONTARIO

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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 they do not work will be charged \$25.00 per day unless they are excused from work for a legitimate reason by the project medical attendant or an authorized representative of their 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 they are on the project on the following basis:

- (a) If an employee lives within 189 road-driven kilometres from the project, the Employer shall pay sixty dollars (\$60.00).
- (b) If an employee lives greater than 189 road-driven 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 ninety-six (96) road-driven kilometres from where the employee lives or place of recruitment, whichever is closer to the project.

## 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, they shall receive the rates as set out below 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, they shall receive the rates as set out below 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, they shall receive the rates as set out below 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, they shall receive the rates as set out below provided they continue to travel greater than or equal to one hundred and ten (110) road-driven kilometers daily for each day worked or reported for.

Daily Travel Rates - Painters (Transmission)				
Year	50-70 road-driven km 1.1 (b)	70-96 road-driven km 1.1 (c)	96-110 road-driven km 1.1 (d)	>110 road-driven km 1.1 (e)
2025-05-01	\$32.56	\$37.14	\$42.00	\$60.00
2026-05-01	\$33.37	\$38.07	\$43.05	\$60.00
2027-05-01	\$34.20	\$39.02	\$44.13	\$60.00
2028-05-01	\$35.06	\$40.00	\$45.23	\$60.00
2029-05-01	\$35.94	\$41.00	\$46.36	\$60.00

(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 their option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of the rates as set out below 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 the rates as set out below for each day worked or reported for.

Room & Board – Painters (Transmission)		
Year	Subsistence 1.4 (b)	>110 road-driven km 1.4 (c)
2025-05-01	\$135	\$60.00
2026-05-01	\$140	\$60.00
2027-05-01	\$145	\$60.00
2028-05-01	\$150	\$60.00
2029-05-01	\$155	\$60.00

\* ***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 they 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, they 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 their scheduled daily hours unless excused by an authorized representative of their 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 they do not work will be charged \$25.00 per day unless they are excused from work by an authorized representative of their 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 their straight-time rate for all time spent travelling from their assembly point to their work location on normal working days.
- An employee will be paid premium time for all time spent travelling from their assembly point to their work location on days other than normal working days.
- b) An employee will travel up to a maximum of one hour on their own time when returning from their work location to their assembly point. An employee will be paid their 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 tradespersons who live between ninety-six (96) to one hundred and eighty-nine (189) road-driven from the project, the Employer shall pay \$50.00 for the initial trip to the project.

### 3.2 ONTARIO RESIDENTS

On recruitment of tradespersons who live in Ontario but beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay \$0.47 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 tradesperson lives or place of recruitment, whichever is closer to the project.

### 3.3 NON-ONTARIO RESIDENTS

On recruitment of tradespersons 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 tradesperson 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 their 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 tradesperson 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 \$500.00 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 \$500.00 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 GARBUTT  
Ontario Council of the International  
Union of Painters and Allied Trades

  
EPSCA

# STATEMENT OF UNDERSTANDING NO. 1

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 their failure to obtain security clearance.

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

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

  
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EPSCA

**STATEMENT OF UNDERSTANDING NO. 2**

**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 **14<sup>th</sup>** day of **March, 2005** .

***Wm. Nicholls***

***M.R. Jackson***

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ONTARIO COUNCIL of the  
INTERNATIONAL UNION OF  
PAINTERS AND ALLIED TRADES

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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), Foreperson 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***

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Ontario Council of the International  
Union of Painters and Allied Trades

EPSCA

Dated at Toronto, this **14<sup>th</sup>** 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 FTI (Finishing Trades Institute) 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.

## 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) when working a three (3) shift operation and one-fifth (1/5) when working a two (2) shift operation 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

  
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Nelson Giesbert  
Ontario Council of the International  
Union of Painters and Allied Trades

  
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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: 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 Corbett  
Ontario Council of the International  
Union of Painters and Allied Trades

  
EPSCA